

# **SIT**

# **ANNEXURE-II**

## Annexure - I

### TECHNICAL BID

### **SPECIAL INSTRUCTIONS TO BIDDERS**

#### **SUBMISSION OF OFFER**

The bid form consists of the following documents. i.e.,

- i) Technical Bid
  - a. Special Instructions to bidders
  - b. Terms and Conditions
- ii) Price Bid.
- iii) Format of Lease Deed (Not to be filled)-for only reference.

**The offer shall be submitted in “two bid system” in two parts viz. Technical Bid (Annexure - I) and Price Bid (Annexure - II) as detailed below in two separate sealed envelopes and put both 02 envelopes in another main envelope super scribing clearly “Offer for lease of Transit camp at Motihari to IOCL “with a note "QUOTATION - DO NOT OPEN" written prominently. The full name, postal and telegraphic address, FAX number of the Bidder shall be written on the bottom left corner of the envelope. Further, both envelopes containing each part shall be super scribed as under:**

<b>Envelope-1 Annexure - I (Technical Bid)</b>	Technical details of premises duly filled in all respects with supporting documents (like Title Deed, latest Municipality receipt), duly signed in all pages and put in duly sealed envelope super scribed as <b>“Technical details of transit camp at ERPL, Motihari (Bihar)”</b> on a separate sealed envelope. <b>It should not contain any prices whatsoever.</b> <b>Blank Price bid enclosed with Technical bid and the same is to be duly signed indicating QUOTED OR NOT QUOTED.</b>
<b>Envelope-2 Annexure - II (Price Bid)</b>	Price portion of the offer ( <b>not to be opened along with Annexure – I/ Technical Bid</b> ) shall be submitted separately in sealed cover super scribed as <b>“Price Bid of transit camp at ERPL, Motihari (Bihar)”</b> . It shall be noted that this part shall contain only PRICES and no conditions whatsoever. Any condition mentioned in <b>Price Bid</b> shall not be considered at the time of evaluation and may make the offer liable for rejection.
<b>Envelope-3:</b> <b>The envelopes containing the priced bid and technical bid should be kept together enclosed in a large envelope duly sealed and addressed to the undersigned Super Scribing clearly "OFFER FOR establishment of Transit Camp for at ERPL, Motihari (Bihar) required by IOCL" with a note <u>"QUOTATION - DO NOT OPEN"</u>.</b> <b>In case, the envelopes are not sealed or price is mentioned in technical bid or the main envelopes containing 2 envelopes is not super-scribed with location of offered “Transit camp at ERPL, Motihari (Bihar)”, the offer shall be rejected.</b> <b>Closed &amp; Sealed bid/offer may be submitted within 15 Days of advertisement in newspaper.</b>	

1. The Bids shall be completely filled in all respects and with requisite information and annexures. Incomplete Bid/Bids not supported by requisite documents may not be considered. Decision of IOCL, in this regard, shall be final & binding to the bidders.
2. All pages of all the Chapters/ Sections of Bid documents shall be initialized at the lower right-hand corner or signed wherever required in the Bid documents by the owner of the premise.
3. All corrections and alterations in the entries of Bid papers shall be signed in full by the Bidder and dated. No erasers or over-writings are permissible. Use of correcting fluid is strictly prohibited. **Use of Whitener/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with whitener/erasing fluid, the bids will be summarily rejected.**
4. **No condition shall be mentioned in Part-II (Price Bid) "for the Transit camp".**
5. All taxes as applicable (except GST on rental services) shall be payable by the house owner and shall be included in the rate and prices quoted by the office owner. The quoted bid prices shall accordingly be all inclusive and firm. **GST shall be additional (for GST registered bidder).**
6. **The bidder has to quote the rent per month per sq ft basis on lump-sum basis for the premises for establishment of Transit Camp and the rent will be inclusive of all (including society maintenance charges if any) and inclusive of all taxes (including service tax on rental services) as applicable except GST.**
7. The Bidder shall submit the Bid on or before the due date and time set out for the same.
8. **BIDS SUBMITTED BY E-MAIL/FAX/TELEGRAM WILL NOT BE ACCEPTED.**
9. Bid documents as submitted by Bidder shall become the property of the IOCL and IOCL shall have no obligation to return the same to the Bidder.
10. **The price offered by the Bidder shall not appear anywhere in any manner in the Technical Bid (Part-I), otherwise the Bid will be rejected during Technical evaluation itself.**
11. The offers may also be sent by post/courier to the office of the Bid issuing authority/office. However, IOCL accepts no responsibility for any loss/delay/non-receipt of offers not submitted in person in Bid box. Offers received late/incomplete are liable for rejection.
12. IOCL reserves the right to accept/reject any or all offers.
13. If the last date of receiving/opening of Bid coincides with a holiday, then the next working day shall be the receiving/opening date.
14. The Bid documents should be sealed properly. The offers received in envelope without proper sealing shall be liable for rejection.
15. The Bidder shall keep his offer open for a period of not less than **Six months** from the date of opening of the Bid.
16. Any legal dispute shall be within the jurisdiction of local court at **Motihari**.
17. Documents furnished along with the offer will be scrutinized after opening of Technical bids and further technical queries may be asked if required.
18. Single Bid is to be submitted with **establishment of Transit Camp at Motihari**. Please mention clearly in the bid is for "**Establishment of Transit Camp at ERPL, Motihari**."
19. Please note that your offer as detailed in your letter and the annexure attached thereto should be complete in all respects along with the supporting documents and written in ink without any overwriting or use of white/correction fluids, withholding of any material information etc. would make the offer liable for rejection, without further reference to you. However, Indian Oil Corporation Limited (Pipelines Division) reserves the right to cancel any offer without assigning any reason thereof.

**TERMS AND CONDITIONS**

**The terms and conditions along with the instructions will form part of the bid & to be submitted by the bidder to Indian Oil Corporation Limited, herein termed as IOCL. IOCL intends to hire Flat/House for Transit Camp at Motihari (Bihar) on lease rent basis.**

**(1.) Minimum Requirements for the offered Property**

- 1) The Offered Property and premises shall have minimum Build up area of **2,500 to 3,000 Sq Ft.** and (If offered area of bigger than 3,000 sqft., monthly rent of only maximum area of 3,000 sqft. will be considered) in Residential House/Villa/Bungalow/ Flat/Apartment.
- 2) The location of Property should be preferably within 05 KMs radius from Motihari Railway station.
- 3) The Offered property shall be independent house or flats if in the multistoried building.
- 4) The Premises shall have preferably personal parking space of 2-3 vehicles (for 4 Wheeler).
- 5) The Property shall have **minimum 04 bedrooms of minimum area of 120 sqft. Each rooms** (minimum 03 bedrooms with attached toilet bathroom), minimum one window in every bedrooms /Dining Room/ Living Room, 01 Kitchen, 01 Common Dining hall and one Drawing Hall/living room, Common toilet bathroom, Store room.
- 6) The Offered property shall have 3 phase power supply with suitable backup facility for minimum 3 to 4 hours. The offered facility shall have 24-hour water supply with suitable water storage facility.
- 7) The building /property shall be ideally located in posh area and good locality, preferably on 15-20 feet main road.
- 8) **The Offered property should have minimum following facility**
  - i) Rooms should have minimum following facilities /appliances.
    - a. Attached toilet (European) and Bathroom with Wash basin with mirror, Shower & exhaust fan, hot and cold-water facility.
    - b. Wardrobe/Almirah for cloths.
  - ii) Dining area should have Dining table & chair of Min. sitting capacity of 6 persons.
  - iii) Kitchen should have chimney and should be spacious.
  - iv) Electrical fittings & switches should be in working condition and free from any damage.
- 9) The Offered property shall be in ready for possession condition with all the facilities.
- 10) The maintenance of Bore-well/ Inverter during the Agreement period shall be in the scope of owner. During the fault Owner has to ensure the Supply of water/ power supply till the normal power / water supply is restored.
- 11) In case of requirement of any NOC from any society or authority for utilization of property as , the same is to be arranged by the owner.

**(2.)SPECIAL CONDITIONS FOR TAKING PREMISES FOR ESTABLISHMENT OF TRANSIT CAMP AT Motihari (Bihar) BY IOCL.**

- a. After initial intimation by IOCL, premises should be made ready for possession as per the condition of the contract.
- b. Lease rent and other charges will be started from the actual date of possession.
- c. Rates quoted by property owner for Transit Camp should be inclusive of all the applicable taxes except GST.
- d. The premises provided to IOCL under this contract should be safe and secure from every angle and the bidder shall ensure all arrangements for the same.
- e. **Flat/House Owner** shall ensure that the sufficient supply of regular water and Electricity.

### **(3.) GENERAL CONDITIONS**

- i) All bidders are requested to submit the bid documents (Technical Bid and Price Bid) duly filled, signed and sealed in with the relevant documents / information.
- ii) All columns of the bid documents must be duly filled in and no column should be kept blank. All the pages of the bid documents are to be signed by the authorized signatory of the bidder. Any correction shall be neatly cut and duly initialed by the bidder. IOCL reserves the right to reject incomplete bids or in case where information submitted / furnished is found incorrect.
- iii) In case space in bid documents, is found insufficient, the bidders may attach separate sheets.
- iv) There should not be any deviation in terms and conditions as have been stipulated in the bid documents.
- v) IOCL reserves right to accept or reject any or all the bids without assigning any reason thereof.
- vi) Canvassing in any form will disqualify the bidder.
- vii) Statutory clearances shall be obtained by the bidders at their own cost as and when required.
- viii) The particulars of amenities provided / proposed to be provided in the premises should be furnished in the Technical Bid.
- ix) The Lessor shall arrange for major repairs & maintenance as & when informed by the lessee.
- x) The bids will be evaluated on equivalent aspects in various parameters like location, amenities available, exclusivity, nearby surroundings, proneness to water logging / flood etc., quality of construction, efficacy of the internal layout of premises and layout of buildings in the complex.
- xi) The premises offered should be in good and ready to occupy condition. The owners of the premises will have to hand over the possession of premises immediately after the acceptance of their offer by IOCL.
- xii) Most competitive rates shall be offered.

(4.) **Monthly rent:** The monthly rent shall be quoted in Price Bid, inclusive of basic rent plus all applicable charges. The rent and the aforesaid applicable taxes/charges will be paid from the date of taking possession of the Transit Camp .

(5.) **Maintenance of premises (as per tender acceptance and WO/Lease Order):** The Lessor has to arrange Major civil, electrical and other maintenance as per the direction of IOCL at offered Flat/House for Transit Camp including all type of preventive maintenance at his own cost.

a. Defaults must be attended within 48 Hours or time allocated by Lessee upon intimation.

(6.) **Rates to be in Figures and Words:** The Lessor shall quote in English both in figures as well as in words the amount tendered by him in the Form of Schedule of Rates forming part-2 of the Tender Documents, in such a way that interpolation is not possible. If the parties do not quote both in figures and words properly and correctly, their tenders are liable to be rejected. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the work shall be entered in the tender duly signed by the Lessor. If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied.

(7.) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Lessor shall be taken as correct.

(8.) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

(9.) **Lease period:** The premises may be taken initially on lease for a period of 02 years with a provision of extension for further one year with 5% escalation on rates/mutually agree rates during extension period on the same terms and conditions at the discretion of Indian Oil Corporation Limited. However, the Lease Deed/Agreement can be terminated wholly or partly by giving 01(One) month advance notice in writing by the Lessee.

(10.) Lease agreement will be with the **Premises Owner/s**. Rent will be paid to respective owner/s by digital/electronic means only.

(11.) GST shall be payable extra as applicable.

(12.) Possession of premises will be immediate from the date of receipt of acceptance of offer /letter. The premises have to be freshly painted & should be in habitable condition while taking over the possession.

(13.) **Water Supply:** The owner should ensure and provide adequate supply of drinking water and water for W.C & Lavatory throughout the lease period.

**(14.) Electricity:**

- a. The building should have sufficient electrical / power load sanctioned and made available to Lessee for lighting and other purposes.
- b. If required, additional electric power will have to be arranged by the Lessor / Bidder at his / their own cost from the energy suppliers.

**(15.) OTHERS:**

- a. All taxes as applicable shall be payable by the **Premises Owner** and shall be included in the rent and the **Premises Owner** to quote monthly rent accordingly on Lump sum basis.
- b. Electricity charges will be payable by IOCL on an actual basis.
- c. Rent shall be excluding GST. GST on rent shall be paid at applicable rate as per rules upon production of GST registration certificate and invoice.
- d. Bid documents as submitted by the bidder shall become the property of the IOCL and IOCL shall have no obligation to return the same to the bidder.
- e. Any legal dispute shall be within the jurisdiction of the local court at **Motihari (Bihar)**.
- f. Monthly rent shall be paid by the 15th of each succeeding month a sum equivalent to the rent payable. TDS and other taxes if any to be deducted as per Government norms.
- g. Lessor should also permit using the terrace of the premises to put any communication pole/small tower for data connectivity for transit camp.
- h. Bidder has to provide a copy of ownership documents of the premises.
- i. Owner/s is/are required to sign the offer documents. If documents are signed by an authorized person, the authority letter from the owner is required.

**(16.) RIGHT OF IOCL TO ACCEPT OR REJECT BIDS/TENDERS**

1. The right to accept in full or in part/parts the offer will rest with IOCL.
2. The premises meeting all technical criteria and offered at the lowest rate/sqft with all facilities mentioned earlier may be considered for taking the same on lease as transit camp.
3. However, IOCL does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever.
4. Bidders in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

5. The Tenderer should note that the tendering can be abandoned/ cancelled, if IOCL deems fit, without assigning any reason whatsoever. No compensation shall be paid for the efforts made by the office owners.
6. **A committee of IOCL personnel will visit premises of bidders whose technical bid and documents meet the requirement, to ensure the suitability of location /property and all associated facilities meets the requirements before technically qualifying the offered premises for Price Bid.**

**(17.) NEGOTIATIONS**

Negotiations will not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations as and when required.

**(18.) Currencies and Payment**

- a) Bidders shall quote their prices in Indian Rupees only.
- b) All payments will be made in Indian Rupees only.
- c) TDS, as applicable, will be deducted from the monthly rent. The IOCL also agrees to issue TDS certificate within a reasonable time.
- d) All the payment in Indian Rupees shall be released through e-banking only. Successful bidder shall submit details of their Bank Account for e-payment purpose.

**(19.) Place of Payment**

All the payments in Indian Rupees only shall be released from the office of the **Chief General Manager, ERPL Patna HQ** in form of e-payment only as detailed below:

Indian Oil Corporation Ltd. (Pipelines Division),  
Eastern Region Pipeline, Patna HQ  
4<sup>th</sup> Floor, Bihar State Office,  
Plot No. A-6, Patliputra,  
Industrial Area Patna,  
Bihar – 800 013

## **Part – I- (Technical Bid )**

**ANNEXURES TO BE SUBMITTED BY THE BIDDER UNDER TWO BID SYSTEM**

### **TECHNICAL BID (TO BE SUBMITTED IN SEALED ENVELOPE – I)**

To

**Dy. General Manager,  
Indian Oil Corporation Limited (Pipelines - Division),  
ERPL, Motihari  
Village-Chhapra Bahas, N.H. -28A,  
Block - Sugauli  
Motihari, East Champaran - 845435  
Contact No. 9979066644 & 9313342171**

**Sub: Offer for Flat/House required by Indian Oil Corporation Ltd., Pipelines Division, ERPL, Motihari on Lease Rent Basis.**

Dear Sir,

In response to Flat/House for establishment of Transit camp at Motihari required by IOCL, Pipelines Division, ERPL, Motihari, the undersigned is desirous of offering the premises whose details are mentioned below in accordance with the standard lease terms and conditions of the Corporation:

<b>Sl. No.</b>	<b>Description</b>	<b>Applicant to give details in the column without any overwriting or use of correction fluid/white fluid. Correction(s) if any should be neatly cut and duly initiated</b>
1.	Name (In case of joint ownership, please specify all names) & address of the owner of the property being offered (with landline and mobile no. with email- id)	
2.	PAN No. of the owner (Copy of PAN card to be enclosed with the offer)	
3.	GST Registration No. of the owner if applicable (Copy to be submitted)	
4.	Ownership details of the property: a) Freehold/Lease hold / Ancestral b) Any other details	
5.	a) Details of proof of property & ownership like copy of Record of Rights of land/Lease deed/Sale deed/Holding Tax receipt/approved building plan/Electricity Bill etc. to be enclosed b) Copy of Power of Attorney (if applicable):	
6.	Nature of premises:	

	<p>a) Commercial</p> <p>b) Residential</p>	
7.	Full address of the premises (Flat/House) being offered for lease rent	
8.	<p>a) Whether the premises offered is in one floor or more:</p> <p>a) Whether exclusive entrance/exit is available for lessee:</p>	
9.	<p>Built up area of the premises in square feet and dimension (Length x Width):</p> <p>Ground floor</p> <p>First floor</p> <p>Second floor</p> <p>Third floor</p> <p><b>TOTAL</b></p>	
10.	Details of facilities (Floor wise/Flat wise): a) Room Carpet Area b) Year of Construction c) Floor d) Total no. of Rooms e) No of toilets f) No. of Rooms with attached/separate toilet g) Drawing Room h) Kitchen (Modular/Simple) i) Chimney in kitchen (Yes/No)	
11.	Whether lift facility is available in the premises (applicable if offered premises is in multi-storied building): a) If yes, no. of lifts for the premises offered & capacity	
12.	Number of existing Rooms (floor-wise) 1. With attached Bathroom 2. Without attached Bathroom	
13.	Number of existing Toilets (floor-wise)	1. European - 2. Indian -
14.	Details of electrical connection a) Sanctioned load – in KVA b) Rating of transformer installed	

	<p>– in KVA</p> <p>c) DG Set/Inverter - KVA*</p>	
15.	<p>Details of water connection:</p> <p>a) Municipal connection</p> <p>b) Bore-well</p> <p>c) Details of Sewage outlet</p> <p>d) Details about water tanks</p> <p>i)Underground</p> <p>ii) Overhead tank</p> <p>iii)Pumping facility for filling water in overhead tank</p>	
16.	<p>Approach road size width :</p> <p>a) Front</p> <p>b) Side</p> <p>c) Back</p>	
17.	<p>Distances of the premises from:</p> <p>a) Motihari Railway Station</p> <p>b) National Highway or State Highway</p>	
18.	<p>a) Whether parking facility is available :</p> <p>b) If available, approx. no. of four wheel vehicles which can be parked</p> <p>1) Covered parking</p> <p>2) Open parking</p>	
19.	<p>Details of the Electrical fittings, fixtures in the premises if any:</p> <p>a) Fans</p> <p>b) Electrical Light</p> <p>c) AC</p> <p>d) Exhaust Fans</p> <p>e) Geysers</p> <p>f) Any other details</p>	
20.	<p>Details of furniture of each rooms/Dining area/hall/Lobby in details separately (if any).</p>	
21.	<p>Time required for the premises to be</p>	

	ready for occupation	
22	Validity period of offer for acceptance by IOCL	
23	Municipality/Development Authority clearance for operating the premises as Transit camp	
24	Any other relevant detail	

I/We hereby declare and confirm that the aforesaid premises are free from any legal dispute, all entrances, vacant and ready for possession of IOCL.

I/We also declare and certify that the above information is correct and true to the best of my knowledge. I also acknowledge that in case any information is incorrect and/or found withheld any information by me about the premises; it will make the Bid offer liable for rejection, without further reference to me.

Thanking you,

Yours faithfully,

(  
Owner/Constituted attorney of the owner

**Enclosures (Mention the details of enclosures):**

- 1.
- 2.
- 3.
- 4.

## **Disclaimer**

**(TO BE SUBMITTED SEPARATE IN SEALED ENVELOPE – I)**

**Disclaimer** The information in this document has been prepared to assist the applicants in preparing the non-binding EOI and it is clarified that: The purpose of this Expression of Interest (EOI) is to invite responses from the interested parties for HIRING OF SUITABLE PROPERTIES (INDEPENDENT BUILDING HAVING REQUIRED INFRASTRUCTURE FACILITIES/BUNGALOW ETC.) ON LONG TERM SERVICE AGREEMENT BASIS FOR USE AS TRANSIT CAMP FOR EMPLOYEES OF INDIAN OIL CORPORATION LIMITED

All data / documents received in this regard shall be treated in strict confidence and will be used only for our internal purposes. Submission of data / documents will not imply that the party is qualified and / or will not bind Indian Oil Corporation Limited (Indian Oil) to award to job. Indian Oil is not bound to accept any or all the EOI and reserves the right to accept or reject any or all of EOIs received without assigning any reasons. No applicant shall have any grievances or claim against Indian Oil or its Officers, employees, successors or assignees for rejection of EOI. Indian Oil shall be entitled to invite offers from entities other than the applicants who have submitted EOI. Each respondent shall be solely responsible for the fees, costs and expenses incurred in preparing and submitting the Expression of Interest, or subsequent responses or initiatives on the part of any respondent. Indian Oil will under no circumstances be liable to any respondent for any such fees, costs, expenses, loss or damage whatsoever arising out of or in connection with the EOI process. Neither Indian Oil nor its officers & Employees shall be liable to any interested party or any Entity under any law, including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise or be incurred, or suffered in connection with this documents or any matter that may be deemed to form part of this doent. Further, this Expression of Interest is not a tender exercise but a process to obtain response from the interested parties, Indian Oil may not take any further action after the invitation of Expression of Interest exercise at its own discretion without assigning any reason thereof. Indian Oil may its absolute discretion, but without being under any obligation to do so, update, cancel, amend or supplement, affect any change(s) to these guidelines for submission of Expression of Interest without assigning any reason thereof.

(Signature & Name of the Owner)  
Address

Contact No.

## **Blank Price Bid (Price is not be mentioned at any place)**

**Sub: Offer for Flat/House required by Indian Oil Corporation Ltd., Pipelines Division, ERPL, Motihari at Motihari on Lease Rent Basis.**

To  
**Dy. General Manager,**  
**Indian Oil Corporation Limited (Pipelines - Division),**  
**ERPL, Motihari**  
**Village-Chhapra Bahas, N.H. -28A,**  
**Block - Sugauli**  
**Motihari, East Champaran - 845435**  
**Contact No. 9979066644 & 9313342171**

Dear Sir,

In response to transit camp accommodation required by IOCL, Pipelines Division, ERPL, Motihari, the undersigned hereby offers the premises situated at

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\_\_\_\_\_ (Full address of the premises) technical details of the premises being described in Annexure I/Part I of which the undersigned is the owner(s)/constituted attorney (strike out whichever is not applicable) on lease to IOCL, ERPL, Motihari on the following financial terms:

1. The monthly rate per sqft. will be @ **QUOTED/NOT QUOTED** – Encircle either of the two **(In figures)** (Rupees **QUOTED / NOT QUOTED** Only) – Encircle either of two **(In words)** for a period of **two years**. **The amount is inclusive of all taxes (except GST on rental services) as applicable.**
2. **The rent is to be quoted per month on per sqft rate basis.**
3. GST shall be charged -Encircle either of the two **(QUOTED / NOT QUOTED)**
4. The Electricity and Water charges will be borne by the lessor/owner.
5. The Municipal and all other Taxes will be borne by the lessor/owner.

Thanking you,

Yours faithfully,

(  
Owner/Constituted attorney of the owner

## Part- II ( Price Bid/Commercial Bid ) PRICE BID

### (To be kept in separate sealed Envelope – II)

**Sub: Offer for Flat/House required by Indian Oil Corporation Ltd., Pipelines Division, ERPL, Motihari at Motihari on Lease Rent Basis.**

**To**  
**Dy. General Manager,**  
**Indian Oil Corporation Limited (Pipelines - Division),**  
**ERPL, Motihari**  
**Village-Chhapra Bahas, N.H. -28A,**  
**Block - Sugauli**  
**Motihari, East Champaran - 845435**  
**Contact No. 9979066644 & 9313342171**

Dear Sir,

In response to Transit Camp accommodation required by IOCL, Pipelines Division, ERPL, Motihari, the undersigned hereby offers the premises situated at

\_\_\_\_\_ (Full address of the premises) technical details of the premises being described in Annexure I /Part-I of which the undersigned is the owner(s)/constituted attorney (strike out whichever is not applicable) on lease to IOCL, ERPL, Motihari on the following financial terms:

1. The lumpsum monthly rental (Inclusive of all charges for property, taxes, maintenance charges, parking space charges, etc.) rate will be @ Rs. \_\_\_\_\_ (In figures) (Rupees Only) (In words) for a period of 02 years.  
**The amount is inclusive of all taxes (except GST on rental services) as applicable & notified by Govt. of India. Offered area of Flat/house for transit camp is \_\_\_\_\_ Sq.ft (Feet)**
2. **The rent is to be quoted per month on rate/sqft basis.**
3. GST shall be charged @ \_\_\_\_ %. (if bidder is not GST registered, fill NA)
4. Electricity and Water should be available.
5. The Municipal and all other Taxes will be borne by the lessor/owner.

Thanking you,

Yours faithfully,

( \_\_\_\_\_ )  
**Owner/Constituted attorney of the owner**

**NOTE:**

1. Rate and amount should be quoted in figures as well as in words.
2. Bidder must quote for complete items; incomplete offer shall be liable for rejection.
3. The lump sum monthly rental will be for a period of 24 months, and which may be extended for further 12 months depending on lessee requirement with mutually agreed rates and same terms and conditions. The amount is exclusive of GST on rental services as applicable but inclusive of all other taxes, society charge, maintenance fee (if any), etc.
4. TDS, as applicable, will be deducted from the monthly rent.
5. GST, as applicable, shall be paid extra upon submission of documentary evidence.

\*Bidder to quote prices exclusive of GST. However, any new taxes, duties, levies etc., imposed by Central or State Government, subsequent to the submission of the bid but during the scheduled contractual completion period shall be reimbursed against documentary evidence. However, the benefit of any withdrawal of any existing taxes, duties, levies, etc. must be passed on to IOCL.

## **Annex-III (Not to be filled/Only for Sample)**

### **DRAFT FORMAT OF LEASE-AGREEMENT**

#### **L E A S E - D E E D**

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between \_\_\_\_\_ resident of ..... hereinafter called the 'LESSOR' which expression shall include his heirs, successors, legal representatives and assigns of the one part and Indian Oil Corporation Limited (Pipelines Division), Eastern Region Pipelines, Motihari hereinafter called the 'LESSEE' of other part.

THAT the LESSOR HEREBY agrees to lease to the 'LESSEE' the following demised premises at .....

.....  
.....

... for transit camp consisting of ( details of rooms, kitchen, dining --drawing space, attached toilet, common toilet, covered parking and open parking to be mentioned)

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.....f  
or the use of LESSEE.

Now this deed witnessed as follows:

1. THAT the LESSEE shall pay to the LESSOR for the said premises at a total monthly rental of Rs...../- (Rupees ..... only). The rent is exclusive of GST. GST (applicable on renting services) shall be paid by the LESSEE to the LESSOR against GST invoice and valid GSTIN.
2. THAT the lease has been granted for **02 years** commencing from the ..... day of ..... 20..... and the rent shall start from .....
3. That the lease is further extendable for further one year upon completion of 02 years lease period with 5% escalation on rates or on mutually agreed rent charges.
4. That this lease deed/agreement can be terminated wholly or partly by giving one month's advance notice in writing by the LESSEE. This job being service contract, the value of work to be executed may be below 80% of the contract value. Any claim towards less executed value shall not be applicable for this contract. LESSEE reserves right to reduce the occupied hired space floor wise in the building during the entire period of the lease as per the LESSEE's requirement by giving one month's advance notice. The monthly rental shall be reduced on the basis of floor area basis accordingly.
5. The LESSOR shall provide necessary power connections with **three phase load** for . The minimum load for connection of the shall be provided so as to run 6-7 nos. 1.5 ton Air conditioner(s) in addition to lighting of the building. The power backup should be sufficient to operate fans and lights of each room for minimum 3-4 hours and shall run in automatic mode.
6. THAT the LESSEE shall pay electricity (power and light) and water consumption charges according to the bills of the local authorities. Also, the LESSEE shall comply to keep the seal of the electric meter intact. The LESSEE shall handover the original receipt of electricity bills to the LESSOR at the expiry of the contract/vacation of premises and the LESSEE should give Xerox copy of the receipt of the electric bill on each month to the LESSOR.
7. THAT The LESSOR shall provide at least 2-3 covered/ open parking space for four wheeler vehicles inside the premises round the clock.
8. THAT the LESSOR shall ensure water connection from local authority and bore-well and overhead water storage tank facility with water availability round the clock.
9. THAT the LESSEE shall not sublet the premises in part or whole.
10. THAT the LESSEE at the time of occupation shall see that all the sanitary, electrical and other fittings and fixtures are in perfect working order, nothing is broken or missing. The LESSEE shall be responsible to restore them in the same condition, except for the natural wear & tear and damage by the acts of God.

11. THAT the LESSOR shall keep insured the said premises against all risks and contingency like flood, cyclone, earthquake, fire etc. LESSEE shall not be liable for any damage to or destruction of the said premises due to any natural calamities. It may be noted that if the house cannot be used by the LESSEE due to the aforesaid reasons the rent shall be regulated on prorate basis.
12. THAT the LESSEE shall be responsible to pay for any breakages/ damages done to the sanitary, electrical & other fittings / fixtures during the tenancy period.
13. THAT the LESSEE shall use the premises for transit camp/office of its official purpose only.
14. THAT the LESSOR shall comply with all the rules & regulations of the local authorities whatsoever with relation to the demised premises.
15. THAT the LESSEE shall not carry out any structural additions or alteration to the building, layout, fittings or fixtures without the written consent of the LESSOR. The LESSEE may erect temporary partitions or false ceilings, fittings, doors and/or windows as it may reasonably require for the better enjoyment or use of the said premises or any portion thereof and/or for fitting air-conditioning, air-cooling, EPBAX system or all other equipment, structural tower(s)/ requisite accessories in the building/ roof as recommended by the vendor(s) essential for MPLS/ internet lease connection but on termination of the tenancy the LESSEE shall either restore the said premises to their original condition or reimburse the LESSOR the reasonable costs incurred thereof.
16. THAT the LESSEE shall permit the LESSOR, his agents, etc. to enter upon the demised premises for inspections and carry out repairs, etc. at reasonable time as and when necessary.
17. THAT the LESSOR shall pay all the taxes of any kind whatsoever, including house tax and ground rent, as are or may hereinafter be assessed on the demised premises by the Municipality or any other authority whatsoever, provided the premises are used for transit camp only.
18. THAT the LESSOR shall carry out major repairs and maintenance of demised premises, and all other interior maintenance like distempering, painting, polishing, flooring, false ceiling etc.
19. THAT all structural, concealed water fitting and concealed electrical fittings repairs will have to be done by the LESSOR at his own cost. In case, any repairs are not attended to promptly by the LESSOR, the LESSEE will have the right to get those done on his own, the cost of which will be recoverable from the rent bills of the premises. However, minor repairs and maintenance like replacement of fuses or attending to taps, leakage etc. will be got done by the LESSEE himself.
20. THAT at the expiry of the lease and option period, the LESSEE shall hand over the vacant possession of the premises to the LESSOR with all the fittings and fixtures (taken over) intact and in working order.

21. THAT the LESSOR will carry out all the maintenance of Borewell/ Inverter during the Agreement period. During the fault the LESSOR has to ensure the Supply of water/ power supply till the normal power / water supply is restored.
22. Any legal dispute shall be within the jurisdiction of local court at **Motihari**.
23. The LESSEE paying the rent hereby reserved and observing and/or performing the covenants and terms and conditions herein contained, and on behalf of the LESSEE to be paid, performing and/or observed, shall peaceably occupy, enjoy and use the said premises during the subsistence of the terms hereby granted without any obstruction or interruption by the LESSOR or any person or persons claiming from, through under or in trust for or from him/her.

IN WITNESS WHEREOF THE LESSOR AND THE LESSEE HAVE HEREUNTO SUBSCRIBED THEIR HANDS THIS ..... DAY OF MONTH ..... YEAR .. FIRST ABOVE WRITTEN.

LESSOR :

LESSEE :

WITNESSES :

1.

2.