



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No.2, Sector -73, Noida-201301
Ph: 0120-247 2000. Fax : 0120-247 2049.

INVITATIONS OF BIDS FOR TRANSIT ACCOMMODATION.

Directorate General of Hydrocarbons (DGH) invites sealed offers from interested bidders for **Hiring / leasing of Transit Accommodation at Noida, for 5 Years.**

Tender Document No.: DGH/MM/Transit Accommodation/095/2014/ENQ-140

Download of Bid Document : Up to 26.08.2014 1800 Hrs
Bid Closing Date & Time : 05.09.2014 at 14-00 hrs. (IST)
Bid Opening Date : 05.09.2014 at 15-00 hrs. (IST)

The detailed tender documents can be viewed / downloaded from DGH's web site www.dghindia.org. or Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Specifications etc. in particular before purchase / down load of the Bid Documents.

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders shall view the said websites regularly.



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No.2, Sector -73, Noida-201301
Ph: 0120-247 2000. Fax : 0120-247 2049

INVITATION FOR BID

Please Submit all the pages of this tender document duly filled in where necessary, signed & stamped in every page, along with the technical Bid

SUB : TENDER DOCUMENT FOR HIRING/ LEASING OF TRANSIT ACCOMMODATION AT NOIDA FOR THE DIRECTORATE GENERAL OF HYDROCARBONS, MINISTRY OF PETROLEUM AND NATURAL GAS.

1. BACKGROUND

1.1 The Directorate General of Hydrocarbons (DGH) established in 1993 under the administrative control of Ministry of Petroleum & Natural Gas through Government of India Resolution to promote sound management of the oil and natural gas resources having its office in Sector 73, Plot No 2, OIDB Bhawan, Noida, UP wants to lease transit accommodation at Noida, preferably in developed sectors **within the radius of 10 KM from DGH Office** and near **Metro Stations**, on monthly rent basis.

1.2 The Tender is to seek proposal for hiring leasing of building/property from original owners / power of attorney holders of properties. The lease agreement will be for the period of 5 (five) years from the date of hire with a provision for extension for further period as decided between parties.

2. The salient features of the tender are :

1	Tender No.	:	DGH/MM/Transit Accommodation/ 095/2014/ENQ/140
2	Brief Description of the Services / Scope of Supply.	:	Hiring/ leasing of Transit Accommodation at Noida for the Directorate General of Hydrocarbons, under ministry of Petroleum and Natural Gas, as per Specification / Scope of Service vide Annexure – III.
3	Type of Bid	:	Two Bid System
4	Tender Fee	:	Not Applicable
5	Earnest Money Deposit	:	Rs.25,000.00 in the form of Bank Draft
6	Sale / Document Download End Date	:	26.08.2014
7	Bid Closing Time & Date	:	1400 Hrs (IST) on 05.09.2014
8	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.

9	Bid Opening Time, Date & Place.	:	Techno-commercial bid : 1500 Hrs. (IST) on the same day as Bid Closing as above, and at the same address as above. Price bid : Opening time and date shall be intimated to technically qualified bidders.
10	Bid validity	:	60 days from bid closing date.
11	Possession to be handed over	:	Within 10 days of signing lease agreement
12	Lease Period / Contract Duration	:	5 (Five) Years and further extendable upon mutually agreed terms
13	Other Details	:	Refer Annexure as below:
	Annexure –I	:	Instruction to Bidders
	Appendix-1	:	Bid Submission Proforma
	Annexure-II	:	Bid Evaluation Criteria
	Appendix-1	:	Inspection Report
	Annexure-III	:	Specifications of Transit Accommodation
	Annexure-IV	:	Model Lease Agreement
	Appendix-1	:	Particulars of the Bidder & the Property
	Appendix-2	:	Special Terms & Conditions
	Annexure-V	:	Price Format

Other details and terms/conditions are as per the following Annexure.

You are invited to submit your bid against the above tender.

Thanking you,

Yours faithfully

HOD (MM)

Encl: As above

For Directorate General of Hydrocarbons

INSTRUCTIONS TO THE BIDDERS

1.0 SUBMISSION OF BIDS

1.1 Sealing and Marking of Bids:

The tender would be processed according to a single stage, two Bid procedure. Offers should be submitted in two parts viz., Technical bid and Price Bid, each in duplicate and each in separate envelope.

1.2 The envelope containing the Technical Bid should be in a sealed cover bearing the following information on the right hand top corner:

- Envelope No. 1 Technical Bid
- Tender No.:
- Technical Bid Closing Date:
- Bidder's Name:

1.3 The cover containing the price Bid should be in a separate sealed cover bearing the following information on the right hand top corner:

- Envelope No. 2 Price Bid
- Tender No.:
- Bidder's Name:

1.4 The Technical and Price bids each marked "ORIGINAL" and "COPY" (as applicable) should then be put together in another (larger) envelope bearing the following details and the address of DGH.

- Tender No.:
- Bid closing Date:
- Bidder's Name:

1.5 Price bid should be in accordance with technical bid and should be identical except that the technical bid shall not contain any price schedule, directly or indirectly. However, the Price Format submitted along with the technical bid should mention the word "Quoted or Not Quoted" against each and every item. The offer should contain complete specification, details of service and equipment/accessories offered. Wherever possible, other relevant literature/catalogues of the equipment offered should also be attached.

1.6 The Bid Bond of requisite amount as mentioned in the covering letter must be enclosed with the Technical Bid.

1.7 The Price Schedule with the quoted price should not be put in the envelope containing the Technical Bid.

2.0 Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

Directorate General of Hydrocarbons (DGH),
OIDB Bhawan, Tower A, Plot No.2, Sector-73,
NOIDA-201301,UP India.

2.1 Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the tender. Any bid received by DGH after the closing date and time will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.

2.2 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by DGH. The tender papers shall be complete in all respects and submitted together with requisite information and annexures, if any. It shall be complete and free from ambiguity, changes or interlineations.

2.3 The bidder's offer and any annotations or accompanying documentation shall be in English language only. The complete bid including the prices must be written by the bidder with indelible ink.

2.4 Bidders shall quote their firm rates in figures and without putting any conditions/qualifications. Tenders containing qualifying expressions such as "subject to availability", "subject to minimum acceptance", etc. shall be liable for disqualification and may lead to rejection. The price quoted shall be in Indian rupees (Rs.)

2.5 The offered rates will remain firm till finalisation of Tender. Any representation or request received after bid opening date and before opening of commercial bid, regarding revision of rates, will not be entertained and may lead to rejection of bid.

2.6 Bidders should indicate at the time of quoting against this tender their complete postal & e-mail address.

2.7 The conditions of the contract to be made with the successful bidder would be based on various sections of this document.

2.8 BID OPENING AND EVALUATION

2.8.1 Opening of Technical Bids by DGH:

DGH will open the Technical Bids in the presence of Bidder, or his authorized representative, who choose to attend at the date, time and place mentioned in the forwarding letter. However, an authorization letter from the Bidder must be produced by the Bidder's representative at the time of opening of Bids.

2.8.2 The Price Bids of those Bidders, whose Technical Bids are found to be acceptable, will be opened on a fixed date, time & venue, which shall be communicated to the technically acceptable Bidders.

3.0 CLARIFICATION OF BIDS: To assist in the examination, evaluation and comparison of bids, the DGH may, at its discretion, ask the Bidders for certain clarifications. The request for clarifications and the response shall be in writing.

4.0 DGH'S RIGHT TO ACCEPT OR REJECT BID

The DGH reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time, prior to the award of Contract, without assigning any reason.

5.0 EARNEST MONEY DEPOSIT (EMD) / BID BOND / BID SECURITY

5.1 The bidder shall furnish along with his Technical Bid, interest-free Refundable EARNEST MONEY DEPOSIT in the form DD (drawn in favour of Director General of Hydrocarbons, payable at Delhi). The amount for bid security has been indicated in the "Invitation For Bid". Technical Bid not accompanied without EMD shall be rejected.

5.2 The EMD is required to protect the DGH against the risk of Bidder's conduct, which would warrant the Bond's forfeiture.

5.3 The EMD will be returned to all unsuccessful bidders, once the LoA is placed on the successful bidder. Similarly, the EMD will also be returned to successful bidder, on execution of the lease agreement with them.

5.4 The EMD may be forfeited: If a Bidder withdraws/modifies his Bid during the period of Bid validity specified by the Bidder on the Bid form, or If the successful Bidder fails to sign the agreement.

6.0 PERIOD OF BID VALIDITY

Bids shall remain valid for 60 days after the date of Technical Bid opening.

7.0 Tender/Bid not conforming to these requirements shall be rejected and no correspondence will be entertained in this regard whatsoever.

8.0 DGH reserves the right to shortlist any offer or reject any offer or cancel the requirement altogether without assigning any reason.

9.0 Overwriting, alterations, if any, in the Bids should be signed by the authorized signatory.

10.0 No Tender will be accepted by Fax or e mail or any other such means.

11.0 The bids should be accompanied by the following documents:-

- i) Documents in support of ownership of building / Land and construction thereon (copy of registration)
- ii) Copy of PAN No. of original owner of premises
- iii) Power of attorney where applicable.
- iv) Proof / certificate from the authorized registered architect certifying the carpet area of the space offered for hiring.
- v) Bye-laws or any other provisions governing the residents, if any.

12.0 No security deposit or advance towards rent is payable by DGH to the successful bidder.

13.0 No brokerage, agency charges, service charges will be payable by DGH. Correspondence will be made directly with registered owner(s) / Power of attorney holder of the property /only.

14.0 Letter of Award (LoA)

14.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.

14.2 The notification of award will constitute the formation of the contract.

15.0 SIGNING OF CONTRACT

15.1 The successful bidder is required to sign a **formal lease agreement** with DGH within a maximum period of 40 days of date of Letter of Award (LoA). Until the lease is signed, the LoA shall remain binding amongst the two parties.

15.2 Upon the successful bidder's furnishing the accommodation with the fittings & fixtures viz. ACs, Geysers, Wardrobes, Modular Kitchen & Fans, pursuant to note under clause of Specifications at Annexure-III, the Lease Agreement shall be signed between the parties.

BID SUBMISSION PERFORMA

Tender No..... Bidder's e-mail :
_____ Telephone No :

Directorate General of Hydrocarbons.
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. I/We hereby offer to lease our property to DGH for a period of 5 years at the monthly lease rent quoted by us in the price format hereto and agree to hold this offer open till 60 days from bid closing date.
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We hereby confirm that the monthly rates offered for preceding years is not greater than that for succeeding years.
4. I/We hereby confirm and undertake that the space offered is free from any liability and litigation with respect to its ownership, lease/renting and there are no pending payments against the same. We indemnify DGH from all liabilities, claims etc arising out of any or in the course of or caused by the execution of this lease agreement.
5. I/We hereby confirm and undertake that in case the accommodation is not already fitted with (i) ACs, (ii) Geysers, (iii) Wardrobes, (iv) modular kitchen & (v) fans as per the specifications at Annexure – III, the same will be fitted /provided within 30 days of Letter of Award (LoA), in the proper working condition.
6. I/We hereby confirm and undertake that I/We take the responsibility of statutory compliances with respect to offered transit accommodation / services and will provide copies of approvals if needed by DGH at later stage.
7. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure-II and accepted the "Model Lease Agreement " at Annexure-IV & "Special Conditions of Contract" at Appendix-2 of Annexure-IV for providing services and have thoroughly examined and complied with the Scope of Work, Specifications etc at Annexure-III, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,
Signature of the Bidder
Name_____

Signature of witness
Address

Seal of the Company
Dated

Note : This form must be returned along with technical bid duly signed.

BID EVALUATION CRITERIA

Bid Rejection Criteria

1.0 The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:

1.1 Bid should be complete, covering and conforming to the specifications of the transit accommodation indicated in the Annexure -III, duly supported with documents required. Incomplete and non-conforming bids will be rejected outright.

2.0 Eligibility of the bidder:-

(i) Bidder should be owner / Power of Attorney Holder of the Transit Accommodation offered. Necessary document of ownership, in the form of attested copy of registration certificate of the property, should be submitted along with the technical bid. Bids from other than owners / Power of Attorney Holders will not be accepted.

3.0 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected:

Bid should be submitted (in Two Bid system) in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. Offers with techno commercial bid containing prices shall be rejected outright.

3.1 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of Model Lease Agreement together with Special Terms & Conditions of Contract at **Annexure IV**, and Instruction to Bidders at **Annexure I**.

3.2 Offers of following kinds will be rejected:

- a) Offers made without Bid Security in the form of DD along with the technical bid (Refer **clause 5.0** of Instruction to Bidders at **Annexure I**).
- b) Telex / Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.
- c) Conditional/ non-conforming bids.
- d) Offers where prices are not firm during the entire duration of the contract and/or with

any qualifications.

- e) Offers which do not conform to DGH's price bid format.
- f) Offers which do not conform to the "possession to be handed over" period indicated in the bid.
- g) Offers which do not conform to the Lease / contract period indicated in the bid.
- h) Offers and all attached documents not signed by the authorised person.
- i) Monthly rates offered for preceding years should not be greater than succeeding years.

3.2.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

4.0 Further to qualification of the criteria listed at 1.0 to 3.0 above, the offered building will be inspected by a DGH Committee, for verification of Specifications and to assess suitability of the offered transit accommodation for DGH. The Committee will inspect the accommodation and premises in the presence of the owner /authorized representative, as per the Inspection Report vide Appendix-1 below. The Committee's evaluation will be final & binding for acceptance/non-acceptance of the bid. For this purpose, qualification score is 70% or above and offers below 70% will be rejected.

5.0 Evaluation Criteria of Price Bid:

5.1 The price bids of techno-commercially accepted bids, scoring 70 % or above as per para 4.0 above, will only be opened.

5.2 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

5.3 Rates for both Items 1 and 2 under A of Price Format at Annexure-V to be quoted. If power back up rates are not quoted, the offer will be considered as inclusive of power back up charges.

5.4 The lowest bid shall be decided based on total at A (7) of Price Bid Format (Annexure-V). Sl. No. B of Price Bid Format (Annexure-V), will not be considered for evaluation of the Bids.

Appendix 1 to Annexure - II**INSPECTION REPORT****Name of the Bidder and Address of Property visited****Date of Inspection****In presence of representative of Bidder.**

Verification of essential Points, as per specifications at Annexure-III			
1	No. of Bed Rooms (B/R) & Size		
2	Whether B/Rs have wardrobes		
3	Whether B/Rs fitted with ACs		
4	Whether B/Rs Bath attached		
5	Whether Bath has Geysers		
6	Whether Geyser in Kitchen		
7	Size of Drawing & Dining		
8	Whether Drawing / Dining has A/Cs		
9	No. of dedicated Car Parking		
10	Attendant room with toilet		
11	Sufficient Water Storage Facility		
12	Electrical load bearing capacity		
13	Power Back-Up		
14	Total Carpet Area		
15	Provision for Security Hut		
Inspection Points with score to assess the Condition / Suitability –Total Max Score – 100 Marks			
Sl	Parameter	Condition as observed by Inspection Team	Score obtained
Condition /Suitability of Accommodation – Max Score – 4 Marks / each Point below			
1	Bed Rooms- Size, Shape, Wardrobes, Doors		
2	Drawing / Dining Space- Size, Shape etc		
3	Bath room & Toilets – Size, WC, Tiles, Fittings		
4	Kitchen - Modular, Fittings		
5	Floor Tiles - vitrified, elegant, unpitted.		
6	Fixtures & Fittings- Lighting, Fans, AC, Geysers etc		
7	Lifts & Stairways- capacity, vintage, width,		
8	Parking / Garage – dedicated, access.		
9	Water Supply – continuous,		
10	Electricity Back Up – KVA		
11	Neighborhood - decent, safe		
12	Approach Road – Width, distance from main road.		
13	Availability of Markets / Shopping area in the vicinity-		
14	Age of property/ Accommodation		
Suitability of Location – Max score – 44 marks			
15	Suitability of location such as Developed Sector, Closeness to availability of basic amenities, Distance & Availability of Public Transport, Proper Market.		

Qualifying Score – 70 %

SPECIFICATIONS OF TRANSIT ACCOMMODATION

The Tender is to seek proposal for hiring leasing of building / property from original owners / power of attorney holders of properties, approved for residential purposes, in a good locality at Noida, on monthly rent basis. The transit Accommodation space having 6 or more bedrooms minimum area of 120 sq.ft each, with attached bath, centralized big drawing room with minimum capacity of 20 persons sitting cum dining, kitchen and attendant's room with separate toilets, Security Provisions and parking space for minimum 2 cars. The lease agreement will be for a period of 5 (five) years from the date of hire with a provision for further two extensions of one year each, with mutually agreed terms and conditions. Transit Accommodation should be preferably in developed sectors within the radius of 10 KM from DGH Office and near to the Metro Stations.

(A) DGH'S BROAD REQUIREMENT OF HIRED TRANSIT ACCOMMODATION WITH MINIMUM FIXTURES / FITTINGS.

1. Minimum 06 nos. of bedrooms of min. area of 120 sq.ft each., fitted with air conditioners preferably Split AC's (star rated), wall wardrobes, attached bathroom & toilet.
All rooms with electrical fittings including light and fans. All bathrooms fitted with water heater (Geysers). The rooms can be in the same unit or adjacent units.
2. Central sitting cum dining room of approximately 400 sq.ft area fitted with air conditioners preferably Split AC's (star rated), kitchen fitted with water heater (Geysers) and servant quarter(s).
3. The minimum carpet area should be 2000 sq.ft. below which the accommodation will not be acceptable.
4. Parking area for at least 2 Cars.
5. Water Storage Facility sufficient for the premise, with 24 hrs availability.
6. Electrical load bearing capacity for general lighting, minimum 08 Air Conditioners / Room Heater / Geysers 07(Seven) for bathrooms /kitchen.
7. Power Back-Up system for minimum 10 KVA with separate electricity meter. Operation & maintenance, including cost of diesel, operator etc will be the responsibility of the owner/ lessor.

Note : In case the accommodation is not already fitted with (i) ACs, (ii) Geysers, (iii) Wardrobes, (iv) modular kitchen & (v) fans as per the specifications as above, the bidder should undertake to provide the same within 30 days of Letter of Award (LoA), in the proper working condition.

(B) List of Optional Items:

1. LED TV (minimum 32" screen size) in all bedrooms, dining and sitting room. (make Sony / Samsung / LG or equivalent)
2. Refrigerator (capacity minimum 250 ltrs.) In kitchen
2. Eight seater dining table with 8(eight) chairs for dining room
3. Sofa set (minimum seating capacity for 6(six) persons), centre table and side table for sitting room
4. Double bed with side table for each bed room
5. Mini refrigerator (capacity minimum 50 ltrs) in each bed room.
6. A set of small tea table with two low chairs for each bed room
7. Luggage and shoe stand for each bed room
8. Dressing table with stool for each bed room
9. Study table with chair for each bed room

Model Lease Agreement.

This Lease Agreement is executed at Noida, on present date between _____ S/d/w/o _____, R/o _____, hereinafter called the "FIRST PARTY" (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include her heirs, executors and administrators and assigns) of the First part.

AND

Directorate General of Hydrocarbons, Ministry of Petroleum and Natural Gas, Government of India having office at OI DB Bhawan, Plot No.2, Sector- 73, Noida -201 301, through this representative hereinafter called the "SECOND PARTY" which expression shall mean and include their legal representative and assigns, of the other part.

WHEREAS

- A. The "FIRST PARTY" is the absolute owner in possession of premises situated at _____ consisting of _____ bed rooms, _____ drawing rooms, _____ dining room, _____ toilets, _____ kitchens and servant quarter, along with fittings as per inventory enclosed with this agreement as annexure 'A' hereinafter referred together as the said "premises"
- B. And whereas the lessee being in need of a transit accommodation has approached the lessor with a request to give the said premises on rental basis for occupation and use by the lessee's employees / associates / consultants / guests for transit residential purposes only, which the lessor has agreed to do for the period, at the monthly rent and on the terms & conditions here in after mentioned.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That in consideration of the rent being paid and on due compliance of the covenants and conditions hereinafter contained by the SECOND PARTY. The FIRST PARTY hereby grants on lease to the SECOND PARTY, the demised premises in accordance with the terms of this deed.
2. That the lease of the demised premises shall start with effect from (hereinafter call the effective date) _____ (In words _____) and shall be effective for a period of _____ months subject to earlier termination as provided in this deed.
3. That the lease has been fixed for a period _____ months, however the parties may extend the period of lease upon such terms and conditions as is mutually agreed in writing between them.
4. That the Lessee undertakes that the premises in question will never be used for non-residential commercial purposes and the lessee will not assign or part with the

possession of aforesaid premises or any portion thereof in favor of any unauthorized person/authority. Lessee also undertakes not to subject, mortgage or otherwise dispose off or part with possession and control over the aforesaid fixtures and fittings, articles and other things forming part of the premises as per Annexure-'A'.

5. That the SECOND PARTY shall pay to the FIRST PARTY the rent amount for the demised premises amounting to Rs. _____ (_____ towards rent + Rs. _____/- towards fittings and fixtures as enclosed in Annexure-A totaling to Rupees _____) per month. The same shall be payable in advance, on or before 7th day of each English Calendar month for the demised premises.
6. The Lessee has agreed to take the demised premises on lease relying upon the representation of the Lessor that the Lessor has proper title to the demised premises, is authorized and entitled to enter into this deed for the demised premises and that the Lessee does not require any permission from the Municipal or the Development Authorities for use of the demised premises for residential purposes.

That the SECOND PARTY hereby covenants with the FIRST PARTY as follows:-

- i) That the Water & Electricity and shall be borne and paid by the SECOND PARTY as per the actual bill(s) and that Power Back Up charges shall be paid by the SECOND PARTY for the actual units consumed at the quoted rates.
 - ii) That all minor and day-to-day repairs such as leaking taps/re-placement of lights etc, shall be carried out by the SECOND PARTY at its own cost. Whereas the cost of all major repairs, shall be borne by the FIRST PARTY (PROVIDED DAMAGE IS NOT CAUSED DUE TO NEGLIGENT USE BY THE SECOND PARTY).
 - iii) That the SECOND PARTY shall pay the rent after deducting TDS, which shall be applicable according to the Income Tax provisions in vogue.
 - iv) That the SECOND PARTY undertakes not to make any additions or alterations in the premises without the written consent of the FIRST PARTY and in case it does so, the SECOND PARTY shall restore the premises to its original tenantable conditions, normal wear and tear accepted.
 - v) To yield and deliver back vacant possession of the demises premises to the FIRST PARTY on the expiry or termination of the lease or after any renewal thereof in original tenantable conditions, normal wear and tear accepted.
 - vi) That the SECOND PARTY undertakes to abide by and comply with all laws rules and regulation of the municipal corporation/Noida Authority, Noida, U.P.
 - vii) The SECOND PARTY shall permit the FIRST PARTY or her representative to inspect the premises at least once a month subject to receipt of sufficient prior notice.
8. That the FIRST PARTY hereby indemnifies the SECOND PARTY against any legal/monetary obligations or liabilities arising out of any requirement of the

Government/Local authority including development authority/municipal or any other entity whatsoever or in case of any dispute arising in the ownership of the premises and the consequent interference if any in the matter of peaceful and lawful occupation of the SECOND PARTY in the demised premises till the end of the lease period as herein above agreed.

9. The FIRST PARTY covenant with the SECOND PARTY as follow:
 - a) To abide by and comply with all laws, byelaw, rules and regulations of the local bodies and other relevant authorities.
 - b) To tend over the demised premises in proper functional conditions in all respects.
 - c) To pay the house tax, ground rent and municipal and other taxes, levies and charges, other consumable charges such as Residential Welfare Association (RWA) and all normal outgoing in respect of the demised and not to allow the same to fall in arrears.
 - d) The SECOND PARTY shall have the right to use and enjoy 24 hours all day without any restrictions whatsoever the entrances, staircase, landings, corridors, roads and passage in and outside the demised premises so far as the same are necessary for the enjoyment of the same.
 - e) To allow the SECOND PARTY to enjoy peaceful possession of the demises remises during entire period of the lease and the renewal thereof without any interruption by the FIRST PARTY or any persons lawfully claiming either through or under or in trust for the FIRST PARTY or otherwise.
 - f) To keep the demised premises in good order and proper tenantable conditions and to undertake necessary major repair as and when required.
10. If the whole or any part of the demised premises shall at any time during the term of the lease be destroyed or damaged due to Tempest, flood, earthquake, act of God, act of terrorism, war or any other irresistible force or the demised premises are rendered inaccessible due to destruction or damages as aforesaid or act of government, then the demised premises shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the demised premises can not be rendered fit for occupation and use and or become accessible to be paid under the lease or a fair proportion thereof according to the nature and extend of the damages sustained shall cease and be suspended until the demised premises shall be rendered fir for occupation and use and/or become accessible.
11. The Lease has been fixed for a period of 5 (five) years, with a provision for 2 (two) extensions of 1 (one) year each at mutually agreed terms & conditions. However, it is hereby agreed by and between the parties that notwithstanding anything here in contained, the lessee or the lessor shall during the subsistence of this agreement, have the option to terminate this agreement by giving to other a 4 (four) months

- prior notice of termination in writing and this agreement will accordingly stand terminated on the expiry of the said period of notice.
12. This agreement shall be subject to the provisions of U.P. rent control act as amended up to date.
 13. At the time of lessee vacating the said premises, it shall be entitled to remove all items of furniture except the fixed furniture and fittings belonging to the lessor brought into the said premises from time to time.
 14. In case, payment of stamp duty and registration are involved in respect of this agreement, both the parties here to hereby agree to comply with such requirements and share the charges equally.
 15. This agreement shall be governed by Indian Law and shall be subject to territorial jurisdiction of courts situated at Noida/Ghaziabad, U.P.
 16. If the SECOND PARTY shall be in arrears of rent payable for the demised premises by two months consecutively, from due date when the first payment falls due otherwise commits any breach in payment, observance or performance OR BREACH OF ANY CONDITION BY the SECOND PARTY, the FIRST PARTY may give the SECOND PARTY a notice in writing of such arrears, breach or failure, as the case may be and if the SECOND PARTY does not rectify the breach or pay, observe or perform or fulfill the arrears or relevant obligation within FIFTEEN days of receipt of notice, then the FIRST PARTY may at its option to forthwith terminate the lease.
 17. Upon termination or expiry of the lease the SECOND PARTY shall hand over peaceful vacant possession of the demised premises to the FIRST PARTY.
 18. Any notice required to be given under the lease, shall be served in writing on the SECOND PARTY at the demised premises.
 19. The parties agreed that the FIRST PARTY at any time during the sustainance of period of this lease sells and/or transfers its leasehold rights in the demised premises as a whole or in part or parts thereof to any one or more persons in such an event the SECOND PARTY, shall attorn the lease to such a transferee on the same terms and conditions as are contained herein. In addition to which a letter shall be issued by the prospective new landlord in favour of the SECOND PARTY confirming that the terms herein contained are binding on him, the whole benefit shall be transferred to the new landlord and the same shall also apply in case of any subsequent sale or transfer of the lease hold rights.
 20. In addition to documents herein above, the following Appendices attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Appendix-1 - Particulars of Bidder & the Property
- (b) Appendix-2 – Special Terms & Conditions.

IN WITNESS WHEREOF THE LESSOR and the duly constituted representative of the SECOND PARTY have set and subscribed their respective hands on the day and the year first hereinabove written.

WITNESSES:

- | | |
|-----------|---------------------|
| 1. | FIRST PARTY |
| 2. | SECOND PARTY |

Particulars of the Bidder & the Property		
Sl. No.	Details sought	Bidder's Response
1	Full particulars of the legal owner of the premises:	
1.a	Name	
1.b	Address Office	
1.c	Address Residence	
1.d	Telephone & Mobile Numbers	
1.e	Email ID	
1.f	PAN number (Copy to be enclosed)	
2	If the offer is made by Power of Attorney Holder, additional information to be provided as under:	
2a	Power of Attorney Document No. & Date	
2b	Validity of the Power of Attorney	
2c	Name of Person Holding the Power of Attorney	
2d	Postal Address of the Person Holding the Power of Attorney	
2e	Mobile & Landline Telephone No. of the Person Holding the Power of Attorney	
2f	e-Mail id of the Person Holding the Power of Attorney	
2g	PAN Number of the Person Holding the Power of Attorney	
3	Complete Address of the Premises offered for Transit Accommodation	
3a	Confirm whether all necessary clearances are available to use the offered premises as Transit Accommodation. DGH will not be responsible for lapses on this aspect.	
3b	Total Carpet Area offered in Sq. Ft.	
3c	Particulars of Registration Certificate of the Transit Accommodation.	
3d	Whether accommodation offered for rent is free from litigation including disputes with regard to ownership, pending taxes/electricity bills, dues etc.	
3e	Facilities for dedicated Car Parking.	
3f	Whether running water - drinking and otherwise - available round the clock.	
3g	Details of power backup facilities and maintenance of such 'Power Back Up' facility	
3h	Distance from Metro Station	
3i	If the building is shared by multiple users permission will be given to DGH to utilize common faculties / utilities of building.	

SPECIAL TERMS & CONDITIONS

- 1.0 The rate of hired space shall be quoted on the basis of total rent per month including all statutory levies and taxes both direct & indirect, including without limitation, land, sewage, property, commercial tax, Society charges, Building maintenance, Car Parking Charges etc, excluding Service Tax which will be paid extra, if applicable. All such charges, duties, taxes etc for the premise are to be paid by the registered owner(s) of the property or the power of attorney holder as the case may be at his own cost. DGH will bear only the lease rent and water & electricity charges and Service Tax (if applicable), from the date of possession till vacation. No other charges shall be payable by DGH.
- 2.0 The Bidder / Contractor undertakes that all the AC,s, geysers, power back up system and fans will be maintained by him / her and in case of failure to do so within 48 hours of the intimation to the owner, DGH may get them repaired, at the risk & cost of the owner.
- 3.0 The Bidder / Contractor undertakes that the power back up system will be operated & maintained by him / her and in case of failure to do so within 24 hours of the intimation to the owner, DGH may get them operated and / or repaired, at the risk & cost of the owner.
- 4.0 By submitting the bid, the bidder will be deemed to have understood and satisfied himself about the nature of service to be rendered and have taken into account all conditions and difficulties that may be encountered during execution of the agreement.
- 5.0 Accommodation offered should preferably not be more than 5 years old.
- 6.0 The accommodation offered should be semi furnished with Wardrobes, Air conditioners Geysers etc and approved for residential use. In case multiple floors are offered, it should be on continuous floors.
- 7.0 If the building has multiple tenants, right for common facilities should be shared with DGH also.
- 8.0 If the accommodation offered is in a multi-story building, appropriate provisions for lift should be available.
- 9.0 The property offered should be well connected by public transport system; preferably accessible to the metro stations.
- 10.0 Adequate and dedicated parking space should be available to park at least 2 Cars.
- 11.0 The accommodation should have provision for 24 hours electricity supply with back up facility. A separate electric meter should be available for the hired space.
- 12.0 The accommodation should have adequate round the clock provision for drinking, non-drinking water and / other utilities.
- 13.0 There should be appropriate provisions/arrangements for periodic maintenance (civil/electrical wear &tear etc.) and periodic pest control provisions of the building /property

offered and these provisions/arrangements should be elaborately indicated in the Technical Bid submitted.

14.0 The property offered should either be centrally air conditioned or should have installed ACs in each room which are not more than two year old and geysers in all the bath rooms, kitchen, decorative lights, tube lights, fans at all the appropriate places. All the fixtures, AC geysers are to be maintained by the owner of the property.

15.0 The accommodation offered should have adequate security cover and there should be sufficient space for watch and ward staff.

16.0 In case of damage to the leased property due to any natural calamities, rioting etc., DGH will not undertake to compensate the loss or damage incurred to the owner of the property.

17.0 If any loss or damage is caused either by the caretaker of the guest house or guests of the DGH either willfully or inadvertently the cost may be recovered from the DGH to the extent of damage or loss only.

18.0 The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same. Legal declaration to that effect should be submitted.

19.0 Bidder should certify that he undertakes the responsibility of statutory compliances with respect to offered services and will provide copies of approvals if needed by DGH at later stage; however at bidding stage bidder will submit approved plan of the accommodation offered along with the Technical Bid.

20.0 The tender/bid will be acceptable from original owner/ power of attorney holder of the building/property. The lease deed would however be executed by the original owner. The lease deed would be executed after the verification of documents by DGH. DGH will not pay any brokerage for the offered property under any circumstances.

20.0 For the carpet area measurement a certificate from the registered architect or any government authority should be submitted along with the technical bid.

21.0 The responsibility for payment of all taxes such as property tax, Municipal tax, Service Tax etc. in connection with the property offered shall be of the Owner/Bidder.

22.0 Possession of the accommodation in the ready-to-move-in condition will be handed over to DGH within 30 days from the date of signing the contract. The rent would be payable from the date of actual possession of the hired property.

23.0 Any statutory/legal requirement if required from local bodies for providing the premises for Transit Accommodation shall have to arrange by Bidders.

24.0 Insurance of all the properties, equipment own by the bidder and let out to DGH shall be arranged by the bidder.

25.0 Possession of the accommodation in the ready-to-move-in condition will be handed over to DGH within 30 days from the date of signing the contract. The rent would be payable from the

date of actual possession of the hired property.

26.0 Exclusions: Soft furnishing, Housekeeping, Security, Cooking service for the rented premise shall be taken care by DGH.

27.0 Payment

27.1 Payments shall be made by DGH against pre-receipted bills as per the lease deed to be executed between DGH and the owner or his/her legal representative.

27.2 Payment of rent will be made in advance on monthly basis by NEFT/RTGS procedure after deduction of the tax at source (TDS) as applicable from time to time.

27.3 No security deposit or any other advance payment, except the monthly rent, shall be payable by DGH.

28.0 CHANGE IN LAW

28.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased rent under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

28.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

28.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

28.4 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

28.5 Notwithstanding the provision contained in clause **28.1 to 28.3** above, the DGH shall not bear any liability in respect of :

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors etc.
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors etc.

PROFORMA FOR PRICE BID
HIRING OF TRANSIT ACCOMMODATION AT NOIDA

1. Bidder's Name& Address:
2. Address of the Premise:
3. Total Carpet Area Offered (sq.ft):

A. Rental & Power Back Up Charges for transit accommodation as per Specifications at Annexure-III

Sl	Description	1 st year	2 nd Year	3 rd Year	4 th Year	5 th Year
a	b	c	d	e	f	g
1.	Rental Charge for the Hired Premise per month for the entire carpet area.					
2	Rate / unit of Power Back Up Charges					
3	Total Power Back Up Charges for an estd. 1000 units / month for the purpose of evaluation.					
4	Total Monthly Rate excluding Service Tax, if any(1)+(3)					
5	Service Tax applicable, if any, (specify percentage) ____%					
6	Total Monthly Rate including Service Tax (4)+(5)					
7	Total for the 5 years (6c+6d+6e+6f+6g) x 12 months					

Notes:

- 1.The rate quoted above includes all statutory levies and taxes both direct & indirect, including without limitation, land, sewage, property, commercial tax, Society charges, Building maintenance, Car Parking Charges etc, but excluding Service Tax which will be paid extra, if applicable. All such charges, duties, taxes etc for the premise are to be paid by the registered owner(s)/ power of attorney holder of the property at his own cost. DGH will bear only the lease rent and water & electricity charges and Service Tax, if applicable, from the date of possession till vacation. Power back up charges will be paid for actual units consumed, at the quoted rates. No other charges shall be payable by DGH.
- 2.If powers back up rates are not quoted, the offer will be considered as inclusive of power back up charges.
3. In case the applicability of Services Tax is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of Service Tax.
- 4.Evaluation of offers will be made on the basis total Sum at 7 above. Optional items at B below will not be considered for evaluation.

Signature of Bidder: _____

(B) Rental Charges for the List of Optional Items:

Sl. (a)	Description (b)	Unit (c)	Qty (d)	Rate / Month (excluding Service Tax) (e)	Total / Month (f) = (d x e) (Rs)
1	LED TV (minimum 32" screen size) in all bedrooms, dining and sitting room. (make Sony / Samsung / LG or equivalent)	Nos	7		
2	Refrigerator (capacity minimum 250 ltrs.) In kitchen	Nos	1		
3	1(one) eight seater dining table with 8(eight) chairs for dining room	Set	1		
4	Sofa set (minimum seating capacity for 6(six) persons), centre table and side table for sitting room	Set	1		
5	Double bed with side table for each bed room	Set	6		
6	Mini refrigerator (capacity minimum 50 ltrs) in each bed room.	Nos	6		
7	A set of small tea table with two low chairs for each bed room	Set	6		
8	Luggage and shoe stand for each bed room	Nos	6		
9	Dressing table with stool for each bed room	Nos	6		
10	Study table with chair for each bed room	Set	6		
	Total Rental for the optional items per month (excluding Service Tax)				
	Service Tax applicable, if any, (specify percentage)				
	Total including Service Tax				

Notes:

1. Rental Charges for Optional Items (Sl. No. B of table above) includes maintenance of the items for the entire period of contract agreement.
2. The rate quoted against Optional Items (Sl. No. B of table above) shall not be considered for Bid Evaluation.
3. The bidder must quote against Sl. No. B of Price Bid format. However, DGH reserves right not to obtain the services of Optional items from the Bidder.

Signature of Bidder: _____