

DOCUMENT INVITING OFFER

FOR

PROVIDING SPACE ON LEASE AGREEMENT FOR STORAGE OF MATERIALS

FOR

GUJARAT GAS LIMITED

IN AND AROUND

Thane District

GENERAL TERMS AND CONDITIONS

1. This document is to seek proposal for offering on lease land including open area and Covered/closed constructed area (hereinafter referred as **Plot**) on lease which is approved for the use of commercial purpose within the jurisdiction of preferred locations as mentioned elsewhere in this Tender located at Thane, Maharashtra. The offered Plot if taken on lease by Gujarat Gas Limited (hereinafter referred as GGL), shall be used for the storage and movement of various materials such as pipes, valves, fittings, etc. as per GGL requirement.
2. The offer submitted against this tender will be acceptable only if submitted by the original Owner of the offered Plot or person having valid power of attorney from the Owner of the Plot. The Plot offered for lease shall be acceptable only if the same is free from all encumbrances/claims and disputes /any liability and litigation with respect to its ownership, lease / renting and pending payments against the Plot or constructions in the Plot.
3. The last date for the submission of your offer shall be on or **before 27th October, 2020.**

The offer should be submitted in a sealed cover mentioning "**Offer for Storage Space at Thane GA**" and addressed to:

Mr. Amit Bhattacharjee,
Associate Vice President – Materials,
GUJARAT GAS LIMITED
9th Floor, Avdhesh House,
Opp. Shri Govind Gurudwara,
S.G. Highway, Ahmedabad – 380054. Gujarat.

For any clarification you may call Mr. Amit Bhattacharjee @9924206393 / Mr. Anand Gamit @ 9099957898.

Offers received post the above mentioned last date of submission, shall not be considered for further evaluation and the sealed cover will be returned back to the Party.

4. The offer should be valid for a minimum period of six months from the last date of submission. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of area and price and other terms and condition quoted in the bid.
5. The lease agreement shall be signed between "GGL" having its registered office at Block No.15, 3rd floor, Udyog Bhavan, Sector-11, Gandhinagar-382011 and Corporate Office at 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad and the Owner/ legal Owner (herein after referred as Owner) of the selected Plot.
6. Canvassing in any form by the Bidder shall not be entertained by "GGL" and the offer(s) shall be automatically disqualified.

7. No brokerage in any form shall be paid for the finalization of the offered Plot.
8. The minimum period of lease agreement shall be 5 years from the date of signing of the lease agreement. The rate of rent shall be fixed for the tenure of the lease agreement. In case GGL wants to renew the lease agreement period, the Owner shall agree to do so for which the Owner shall agree for tenure of another five years or as per GGL requirement.
9. Location where the Plot is required is as given below :-
 1. "National Highway No. 48 - Near Virar -Vasai Phata", Maharashtra OR,
 2. "National Highway No. 48 – Manor", Maharashtra

10. Area of Plot Required :-

- 10.1. Open storage Area – around 37,000 Sq. Ft.
 - 10.2. Covered shed /Closed Area – around 3,000 Sq. Ft. (should have around 15' x 15' office space)
11. The offered Plot should have separate Security cabin (Good quality Porta Cabin with amenities).
 12. The offered Plot should have separate valid single phase electricity connection with meter and essential earthing wherever required and valid water connections.
 13. The offered Plot should have boundary wall of sufficient height (Minimum 2.1 Meter height) with barbed wire at the top on all sides with proper Iron Gate (width : minimum 6.0 Meter) so as to ensure the Plot is safe and secured.
 14. The approach road leading from the main road / highway to the Plot should be drivable and in good condition.
 15. Within the Plot, the internal road should be well paved and wide enough for movement of cranes/ trailers, etc.
 16. Bidder shall provide the offered land approachable to road wide enough for movement of 40 feet trailer, free from underground high power tension line or Oil & Gas pipeline.
 17. The offered Plot level shall not be below 3 feet from road level and it shall be above neighboring lands so that proper drainage could be ensured.
 18. The offered land shall be free from overhead power transmission (>11 KVA) or telephone lines/ product or water pipelines/ canals/ drainage/ nullahs/ public road/ railway lines etc.
 19. The offered open plot should be properly levelled with reference to adjoining road and offers good firm and stable surface ensuring no vegetation.
 20. The offered Plot shall have at least one toilet + WC facility which should be in usable condition having proper sanitation with water and drainage connections.

21. The offered Plot shall offer levelled open storage space either paved, PCC, WBM or gravel filled.
22. The covered shed shall be well ventilated, free from leakages and having locking arrangements in place. This covered shed shall be having firm floor either PCC, IPS, etc. so as to take the load of staked materials and forklift, stackers, etc.
23. Both the open storage and covered shed shall be well lit and there should not be any dark area.
24. The internal roads main gate area and security cabin shall also have sufficient lighting arrangements.
25. The construction of covered shed should not be too old and must be in a sound condition. GGL may ask for structural stability certificate in case there are signs of deterioration.
26. In case the offered plot is part of big plot, there shall not be common entry/exit, roads and/or any other facilities.
27. All existing and future rates, taxes insurance fee including public liability insurance, including property taxes, assessment charges and other outgoing whatsoever of description in respect to the offered Plot payable by the Owner, shall be continued to be paid by the Owner.
28. GGL may, during the lease period/extended lease period carry out alterations to the existing Plot such as, construction of pipe racks / platforms, storage racks, etc. GGL shall have the right to take back these on ceasing / termination of the lease period and the Owner shall not object to the same.
29. GGL shall have the liberty to have its display boards; sign boards etc. and the same including the Intellectual property rights therein shall always remain the property of GGL. GGL shall have the right to take back these on ceasing / termination of the lease period and the Owner shall not object to the same.
30. GGL shall be entitled to operate and use and storage and movement of materials, such as, pipes, fittings, valves & items required to set-up Gas distribution network etc. without interference from the Owner during the term of the lease.
31. Bidder is requested to submit the following necessary legal documents along with unpriced bid for verification of the proposed site:
 - 31.1. Copy of chain of Title Deeds
 - 31.2. Non Encumbrance Certificate from concern Government Office
 - 31.3. Copy of Right Transfer certificate (RTC)

- 31.4. Copy of Khathuni
- 31.5. Power of Attorney (if any)
- 31.6. Confirm the status of land whether the land is agricultural or non- agricultural if it is agricultural, it is responsibility of the owner for conversion to non-agriculture use for warehouse purpose before entering into rent agreement.
- 31.7. In case of land on National Highway, it should meet stipulated National Highway norms applicable for conversion of land & usage of land for non-agricultural use.
32. Plot shall be used for warehouse activity and accordingly, the offers will be evaluated (but not limited to) on the following criterion / submissions.
GGL shall reserve the rights to cancel the Bid if the Bidder do not submit necessary documents required to substantiate the below requirements or fulfill the requirements of GGL or not found to meet the legal requirements along with necessary submissions mentioned under **Annexure-1** (Technical Bid) :-
- 32.1. Area of Plot including Covered shed/closed storage area meeting GGL requirement including construction (meeting GGL requirements mentioned under Clause No. 9 and 10 above)
- 32.2. Accessibility with respect to clear and safe movement of trailers and cranes within the Plot.
- 32.3. Proximity of the Plot to GGL's operational area.
- 32.4. Meeting health and safety requirements of GGL (such as, proper boundary wall, any source of ignition flammable industry within the periphery, any high voltage live electrical line/cable, accessibility from main road, distance from nearest hospital and fire-station, waterlogging area, availability of proper toilet, etc.).
- 32.5. Ownership details including Title and other Legal clearance of the Plot including right to transfer if applicable.
- 32.6. Certified copies of approved drawings from concern authorities or any other competent authority of the area offered for rent/hire, Corporation tax receipts.
- 32.7. Affidavit from Owners and if offer/bid is submitted by the power of Attorney Holder, an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation / liability / pending dues and taxes.
- 32.8. Plot possession timeline (immediately preferred).
- 32.9. Commercial Bid shall be submitted only as per format provided in Annexure-2. In case of submission in any other forms or formats or with modification, the Bid shall be rejected.**
- GGL may carry out necessary site visits of Owner / Bidder to verify above or seek additional documents to verify the owners any other requirements mentioned elsewhere in this document. In case Bidder(s) do not meet the requirements mentioned herein and or any other requirement of GGL including commercials, the bid(s) shall be rejected.
33. The lease rental payment shall be made on monthly basis within 15 working days from the completion of the previous month.

34. GGL shall not be liable to bear any present and future property taxes, rates, cess, duties, charges, levies, fines, penalties and other outgoings, payable to the appropriate authorities pertaining to the Plot, Owner shall be liable to promptly comply with all the laws, rules and regulations of the government and local authorities as required.
35. GGL shall reserve the right to conduct negotiation with one or more bidders post which a lease agreement shall be signed with the selected party considering the requirement specified herein and also on negotiation outcome and other mutually agreed terms and conditions.
36. GGL shall at all times be entitled to give possession of the whole or part of the Plot to any subsidiary or affiliated company of GGL for their use and this shall not be construed as subletting, assignment or transfer. In such a case a certificate by GGL to the Owner that the said companies are, in fact, a subsidiary or affiliate companies shall be conclusive and it is specifically agreed between the parties that the Owner shall not be entitled to file any legal proceedings on this ground against GGL under and applicable law.
37. GGL's right to occupy and use the Plot shall not be affected in any manner including any dispute between the Owner and GGL shall have the absolute right to continue to use and enjoy the Plot irrespective of Owner making any default of paying this dues to its banks, etc.
38. Owner of the selected Plot shall bear the expenses incurred towards stamp duty and registration charges to be paid to the government authorities.
39. GGL shall reserve the right to cancel / terminate the lease agreement under following circumstances.
 - 39.1. By efflux of time i.e. Five (5) years
 - 39.2. by giving a notice of not less than 3 months after the expiry of One year from the date of commencement of this lease, for any reason whatsoever.
 - 39.3. In case of any violence, civil commotion, tempest, flood, earthquake or any inevitable accident or any other act beyond the reasonable control of the parties, causing damage to the Plot resulting in GGL, in its opinion, being unable to utilise the Plot for its business, and the same not being rectified by the Owner at his own cost to the satisfaction of GGL within reasonable period of the same arising, GGL shall be entitled to terminate the agreement by giving seven days' notice to the Owner without assigning any further reason thereof. GGL shall further not be liable either to pay the lease rent and/or for the damages as a result of such force majeure event.
40. Dispute Resolution
 - 40.1. Any dispute whatsoever arising out of the Agreement which will be signed between GGL and the Owner of the Plot which is not resolved by mutual agreement through negotiations between the parties within thirty (30) days of the notice of the dispute, shall be referred to and shall be finally settled by binding arbitration conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the rules made thereunder from time to time, and any statutory modifications thereof.
 - 40.2. The arbitration shall be conducted by a sole arbitrator who shall be appointed by GGL. The sole arbitrator shall be qualified by education, training, or experience to resolve the

Dispute and shall be and remain at all times independent and impartial, and, once appointed, shall not have any ex-parte communications with any of the Parties concerning the arbitration or the underlying Dispute other than communications directly concerning the arbitration proceedings, when applicable.

40.3. The language of the arbitration shall be English and the place and venue of the arbitration shall be Ahmedabad.

40.4. All the decisions and the final award of the sole arbitrator shall be final and binding on both parties. Judgment on the final award passed by the sole arbitrator may be entered and enforced by any court of competent jurisdiction at Ahmedabad.

41. Insurance

Owner shall ensure that the property given on lease to GGL is insured as per the regular market practice.

42. Jurisdiction

All matters arising out of the agreement which will be signed between GGL and the Owner of the Plot shall be subject to the exclusive jurisdiction of the courts at Ahmedabad and the parties hereby irrevocably attorn and submit to the jurisdiction of these courts. The parties irrevocably waive any objection to venue in these courts and any objection based on the doctrine of forum non conveniens or similar grounds that these courts are inconvenient for determination of a dispute.

Signature of Owner / Power of Attorney Holder

ANNEXURE-1 - TECHNICAL BID

Sr. No.	Details	Bidder's Response
1	Full particulars of the Owner of the premises: (i) Name (ii) Address of office & Residence: (iii) Telephone No./Mobile No. (iv) Tele Fax: (v) E-Mail Address:	
2	Full particulars of person(s) offering the premises on rent / lease and submitting the offer:	
3	Status of the applicant with regard to the Plot offered for hiring (enclose power of attorney also if the applicant is other than Owner)	
4	(a) Complete Address and location of the Plot: (b) Details of the Accommodation offered for rent (viz. open area of the Plot and covered area of the Plot) (Enclose Certified Sketch Plan also if available)	
5	Whether accommodation offered for rent is free from litigation including disputes in regard to Ownership, pending taxes / dues or like (enclose copy of Affidavit from Owner or Power of Attorney holder)	
6	Whether running water, drinking and otherwise, available round the clock	
7	Any other salient aspect of the Plot, which the Bidder may like to mention.	

Note:-

GGL shall reserve the right to cancel the offer in case they do not meet above criteria

Signature of Owner / Power of Attorney Holder

UNDERTAKING

TO WHOM SO EVER IT MAY CONCERN

I _____, S/o _____ aged _____
years resident of _____ hereby declares as follows;

1. I am lawful owner of the property situated _____ measuring _____
2. I hereby authorize _____ of M/s _____ to negotiate, commit and finalize the terms and conditions with M/s Gujarat Gas Limited for the purpose of hiring premises for the purpose of _____ in accordance with the public notice/ advertisement dated _____ published by M/s Gujarat Gas Limited.
3. I hereby affirm the representations, disclosures, commitments and warranties committed by M/s _____ and I confirm that he/she is duly authorize to do the same. I will indemnify M/s Gujarat Gas Limited in any circumstances for the losses, liabilities, actions whatsoever it may be accrued upon M/s Gujarat Gas limited on account of representations, disclosures, commitments and warranties committed by M/s _____.

ANNEXURE-2 COMMERCIAL BID

SR. NO.	DETAILS	TOTAL AREA PROVIDED (SQUARE FEET)	RATE / SQ FT PER MONTH	RATE PER MONTH
		a	b	c = (a x b)
A. RENTAL CHARGE				
A1	OPEN AREA (<i>SEE NOTE 1 BELOW</i>)			
A2	COVERED AREA (<i>SEE NOTE 1 BELOW</i>)			
B. RENTAL CHARGE PER MONTH (A1+A2)				
C. RENTAL CHARGE FOR 5 YEARS (B X 60 Months)			60	
D. GST IF APPLICABLE			_____ %	
E. GRAND TOTAL FOR 5 YEARS WITH GST				

NOTE :

1. AS MENTIONED ELSEWHERE IN THE TENDER, GGL REQUIREMENT IS, OPEN AREA - 37,000 SQ. FT AND CLOSED AREA- 3,000 SQ. FT.
2. COMMERCIAL SHALL BE SUBMITTED AS PER THE ABOVE FORMAT, IN CASE OF SUBMISSION IN ANY OTHER FORMS, OR WITH MODIFICATION, SAME SHALL NOT BE ACCEPTABLE AND BID SHALL BE REJECTED.

Signature of Owner / Power of Attorney Holder