



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(भारतसरकारकाउद्यम Government of India Enterprise)
गोरखपुर हरियाणा अणु विद्युत परियोजना स्थल,
गाँव-गोरखपुर, तह-भुना, जिला-फतेहाबाद, हरियाणा-125047
Gorakhpur Haryana Anu Vidhyut Pariyojana Site,
Vill. Gorakhpur, Teh. Bhuna, Distt. Fatehabad, Haryana-125047
निगम पहचान सं. Corporate Identification No. U40104MH1987GOI149458
वैबसाईट website: www.npcil.nic.in

INVITATIONS OF BIDS FOR TRANSIT ACCOMMODATION

GHAVP, NPCIL invites sealed offers from interested bidders for **Hiring / leasing of Transit Accommodation at Hisar for 2 Years.**

Tender Document No.: GHAVP, NPCIL/Transit Accommodation

Download of Bid Document : From 05.01.2017 to 13.01.2017 to 24:00 hrs.
Bid Closing Date & Time : 20.01.2017 at 14-00 hrs. (IST)
Bid Opening Date : 20.01.2017 at 15-00 hrs. (IST)

The detailed tender documents may be requested through e-mail or downloaded from the NPCIL portal or taken from Hisar office. Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Specifications etc. in particular before submission of the Bid Documents.



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(भारतसरकारकाउद्यम A Government of India Enterprise)
गोरखपुर हरियाणा अणु विद्युत परियोजना स्थल,
गाँव-गोरखपुर, तह-भुना, जिला-फतेहाबाद, हरियाणा-125047
Gorakhpur Haryana Anu Vidhyut Pariyojana Site,
Vill. Gorakhpur, Teh. Bhuna, Distt. Fatehabad, Haryana-125047
निगम पहचान सं. Corporate Identification No. U40104MH1987GOI149458
वेबसाईट website: www.npcil.nic.in

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 HISAR FOR GHAVP, NPCIL.

1. BACKGROUND

1.1 The Gorakhpur Haryana Anu Vidhyut Pariyojana is a project of 700MWe x 2 units of Nuclear Power Corporation of India Limited, a premier Public Sector undertaking under the Department of Atomic Energy. Project is located at Village:Gorakhpur, Tel:Bhuna, Distt:Fatehabad. GHAVP is in the process of hiring transit Accommodation at Hisar, preferably in developed sectors on monthly rent basis.

1.2 The Tender is to seek proposal for hiring/leasing of independent building/property from original owners / power of attorney holders of properties. The lease agreement will be for the period of 2 (Two) years from the date of hire with a provision for extension for further period of one year with maximum 10 percent increase in monthly rental as decided between parties.

2. The salient features of the tender are:

1	Tender No.	:	NPCIL/ GHAVP/Transit Accommodation/ 2017/001
2	Brief Description of the Services / Scope of Supply.	:	Hiring/ leasing of Transit Accommodation at Hisar for the GHAVP as per the Specification / Scope of Service vide Annexure – III.
3	Type of Bid	:	Two part Bid System
4	Tender Fee, Bid security	:	Nil
5	Document Download End Date	:	13.01.2017
6	Bid Closing Time & Date	:	14:00 hrs (IST) on 20.01.2017
7	Place of Submission	:	Gorakhpur Haryana Anu Vidhyut Pariyojana Vill.-Gorakhpur, Teh.-Bhuna, Distt.-Fatehabad, Haryana-125047

8	Bid Opening Time, Date & Place.	:	Techno-commercial bid: 15:00 hrs. (IST) on 20.01.2017 at GHAVP site. Price bid: Opening time and date shall be intimated to technically qualified bidders.
9	Bid validity	:	120 days from bid closing date.
10	Possession to be handed over	:	Within 30 days of signing lease agreement
11	Lease Period / Contract Duration	:	2 (Two) Years and further extendable for one year
12	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,

Encl: As above

Yours faithfully

Manager (HR)
On or behalf of Project Director GHAVP

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 part 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 GHAVP,NPCIL.

- 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 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 14:00 hrs of the closing date of the tender:

Manager (HR)
GHAVP, NPCIL,
Vill:Gorakhpur, Teh:Bhuna,
Dist:Fatehabad.

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

- 2.2 The tender papers shall be complete in all respects and submitted together with requisite information and annexure, if any. It shall be complete and free from ambiguity, changes or interlineations.
- 2.3 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.)
- 2.4 The offered rates will remain firm till finalization 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.
- 2.5 Bidders should indicate at the time of quoting against this tender their complete postal & e-mail address and telephone number.
- 2.6 The conditions of the contract to be made with the successful bidder would be based on various sections of this document.
- 2.7 **BID OPENING AND EVALUATION**
- 2.7.1 Opening of Technical Bids by GHAVP, NPCIL:
GHAVP, NPCIL 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.
- 2.7.2 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 GHAVP, NPCIL may, at its discretion, ask the Bidders for certain clarifications. The request for clarifications and the response shall be in writing.
- 4.0 **GHAVP, NPCIL'S RIGHT TO ACCEPT OR REJECT BID**
The GHAVP, NPCIL 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 **PERIOD OF BID VALIDITY**
Bids shall remain valid for 120 days after the date of Technical Bid opening.
- 6.0 Tender/Bid not conforming to these requirements shall be rejected and no correspondence will be entertained in this regard whatsoever.
- 7.0 GHAVP, NPCIL reserves the right to shortlist any offer or reject any offer or cancel the requirement altogether without assigning any reason.
- 8.0 Overwriting, alterations, if any, in the Bids should be signed by the authorized signatory.
- 9.0 No Tender will be accepted by Fax or e mail or any other such means.
- 10.0 The bids should be accompanied by the following documents:-
- i) Documents in support of ownership of building / Land and construction thereon (copy of registration) and carpet area/ drawing.
 - ii) Copy of PAN No. of original owner of premises.
 - iii) Bank Details with IFSC code.

- iv) Power of attorney where applicable.
- v) Bye-laws or any other provisions governing the residents, if any.

11.0 No security deposit or advance towards rent is payable by GHAVP, NPCIL to the successful bidder.

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

13.0 Letter of Award (LoA)

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

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

14.0 SIGNING OF CONTRACT

14.1 The successful bidder is required to sign a **formal lease agreement** with GHAVP, NPCIL within a maximum period of 30 days of date of Letter of Award (LoA). Until the lease is signed, the LoA shall remain binding amongst the two parties.

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

BID SUBMISSION PROFORMA

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

Gorakhpur Haryana Anu Vidyut Pariyojana
Nuclear Power Corporation of India Limited
Vill.Gorakhpur, Tesil:Bhuna
Distt:Fathehabad,Haryana

Dear Sirs,

1. I/We hereby offer to lease our property to GHAVP for a period of 2 years at the monthly lease rent Quoted by us in the price format with a provision for extension for further period of one year with maximum 10 percent increase in monthly rental as decided between parties here to and agree to hold this offer open till 120 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 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 GHAVP, NPCIL from all liabilities, claims etc arising out of any or in the course of or caused by the execution of this lease agreement.
4. I/We hereby confirm and undertake that in case the accommodation is not already fitted with (i) ACs, (ii) Geysers, (iii) Wardrobes and curtains (iv) modular kitchen & (v) fans, lights and other electrical fittings 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.
5. 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 GHAVP, NPCIL at later stage.
6. 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 with name and address

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. Bids from other than owners / Power of Attorney Holders will not be accepted.
- ii) Necessary document in the form of self-attested copy in support of ownership of building / Land and construction thereon (copy of registration) and carpet area/ drawing.

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. The Priced bid shall contain only the prices duly filled in as per the priced 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) Telex / Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.
- b) Conditional/ non-conforming bids.
Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- c) Offers which do not conform to GHAVP, NPCIL's price bid format.
- d) Offers which do not conform to the "possession to be handed over" period indicated in the bid.
- e) Offers which do not conform to the Lease / contract period indicated in the bid.
- f) Offers and all attached documents not signed by the authorized person.

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 GHAVP, NPCIL Committee, for verification of Specifications and to assess suitability of the offered transit accommodation for GHAVP, NPCIL. 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 words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 5.3 Rates for Item 1 under A of Price Format at Annexure-V to be quoted shall be inclusive of specifications in Annexure III.

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 and curtains	
3	Whether B/Rs fitted with ACs, fans and lights	
4	Number of B/Rs Bath attached (Minimum one)	
5	Number of bathrooms	
6	Whether Bath has Geysers	
7	No. of dedicated Car Parking	
8	Sufficient Water Storage Facility	
9	Power Back-Up with Inverter & Battery	
10	Total Carpet Area	
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, curtains	
2	Drawing / Dining Space- Size, Shape etc	
3	Dining Table with 6 chairs	
4	Bath room & Toilets – Size, WC, Tiles, Fittings	
5	Kitchen - Modular, Fittings	
6	Floor Tiles - vitrified, elegant, unpitted.	
7	Fixtures & Fittings- Lighting, Fans, AC, Geysers etc	
8	Stairways- capacity, vintage, width,	
9	Parking / Garage – dedicated, access.	
10	Water Supply – continuous,	
11	Electricity Back Up – Inverter with battery	
12	Neighborhood - decent, safe	
13	Approach Road – Width, distance from main road.	
14	Availability of Markets / shopping area in the vicinity.	
15	Age of property/ Accommodation	
Suitability of Location – Max score – 40 marks		
16	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 Hisar on monthly rent basis. The transit Accommodation space having 4 or more bedrooms minimum area of 2000 sq.ft. with attached bath, centralized big drawing room with minimum capacity of six (6) persons sitting cum dining, kitchen and parking space for minimum 2 cars. The lease agreement will be for a period of 2 (Two) years from the date of hire with a provision for extension for further period of one year with maximum 10 percent increase in monthly rental as decided between parties. Transit Accommodation should be preferably in developed sectors.

(A) GHAVP, NPCIL'S REQUIREMENT OF INDEPENDENT HIRED TRANSIT ACCOMMODATION WITH MINIMUM FIXTURES / FITTINGS.

1. Minimum 04 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, curtains & 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 250sq.ft area, kitchen fitted with water heater (Geysers) and water purifier UV/ RO.
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 with Inverter & battery.
7. LED TV (minimum 32" screen size) in dining or sitting room.
- 8 Refrigerator (capacity minimum 250 ltrs.) in kitchen
- 9 Six seater dining table with 6(six) chairs for dining room
10. Double bed preferably two single beds (size 6ft. x 3 ft.) for each bed room.

Note : In case the accommodation is not already fitted with (i) ACs, (ii) Geysers, (iii) Wardrobes, (iv) Curtains (v) modular kitchen & (vi) fans, light 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.

Model Lease Agreement

This Lease Agreement is executed at Hisar, 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

Gorakhpur Haryana Anu Vidyut Pariyojana a unit of NPCIL Vill:Gorakhpur, Teh:Bhuna, Dist:Fatehabad, Pin-125047 through his 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).
 - 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 THESECOND 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/Hisar Authority, Haryana.
 - 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.
7. 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.

8. 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) To allow the SECOND PARTY to utilize peaceful possession of the demises premises 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.
 - e) To keep the demised premises in good order and proper tenantable conditions and to undertake necessary major repair as and when required.
9. 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 cannot 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.
10. The Lease has been fixed for a period of period of 2 (Two) years from the date of hire with a provision for extension for further period of one year with maximum 10 percent increase in monthly rental as decided between parties. 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.
11. This agreement shall be subject to the provisions of Haryana rent control act as amended up to date.
12. 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.
13. 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.
14. This agreement shall be governed by Indian Law and shall be subject to territorial jurisdiction of courts situated at Hisar, Haryana.
15. 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 proformance 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.

16. Upon termination or expiry of the lease the SECOND PARTY shall hand over peaceful vacant possession of the demised premises to the FIRST PARTY.
17. Any notice required to be given under the lease, shall be served in writing on the SECOND PARTY at the demised premises.
18. The parties agreed that the FIRST PARTY at any time during the sustenance 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.
19. 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)	
1.g	Bank Details	
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. GHAVP, NPCIL 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 (invertor and battery for light load)	

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. GHAVP, NPCIL 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 GHAVP, NPCIL.
- 2.0 The Bidder / Contractor undertakes that all the ACs, Geysers, power back up system, fans and lights will be maintained by him / her and in case of failure to do so within 48 hours of the intimation to the owner, GHAVP, NPCIL 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, GHAVP, NPCIL 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 10 years old.
- 6.0 The accommodation offered should be semi furnished with Wardrobes, curtain, Air conditioners Geysers etc. and approved for residential use. In case multiple floors are offered, it should be on continuous floors.
- 7.0 The property offered should be well connected by public transport system; preferably in developed sectors.
- 8.0 Adequate and dedicated parking space should be available to park at least 2 Cars.
- 9.0 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.
- 10.0 The accommodation should have adequate round the clock provision for drinking (RO/UV), non-drinking water and / other utilities.
- 11.0 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.
- 12.0 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, lights, tube lights, fans at all the appropriate places. All the fixtures, AC geysers are to be maintained by the owner of the property.
- 13.0 In case of damage to the leased property due to any natural calamities, rioting etc., GHAVP, NPCIL will not undertake to compensate the loss or damage incurred to the owner of the property.

- 14.0 If any loss or damage is caused by GHAVP, NPCIL either willfully or inadvertently the cost may be recovered from the GHAVP, NPCIL to the extent of damage or loss only.
- 15.0 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.
- 16.0 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 GHAVP, NPCIL at later stage; however at bidding stage bidder will submit approved plan of the accommodation offered along with the Technical Bid.
- 17.0 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 GHAVP, NPCIL. will not pay any brokerage for the offered property under any circumstances.
- 18.0 For the carpet area measurement a certificate from any government authority/ Drawings should be submitted along with the technical bid.
- 19.0 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.
- 20.0 Possession of the accommodation in the ready-to-move-in condition will be handed over to GHAVP, NPCIL 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.
- 21.0 Any statutory/legal requirement if required from local bodies for providing the premises for Transit Accommodation shall have to arrange by Bidders.
- 22.0 Insurance of all the properties, equipment own by the bidder and let out to GHAVP, NPCIL shall be arranged by the bidder.
- 23.0 Possession of the accommodation in the ready-to-move-in condition will be handed over to GHAVP, NPCIL 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.
- 24.0 **Exclusions:** Soft furnishing, Housekeeping, Security, Cooking service for the rented premise shall be taken care by GHAVP, NPCIL.
- 25.0 Payment
- 25.1 Payments shall be made by GHAVP, NPCIL, HQ Mumbai as per the lease deed to be executed between GHAVP, NPCIL and the owner or his/her legal representative.
- 25.2 Payment of rent will be made on monthly basis by NEFT/RTGS procedure after deduction of the tax at source (TDS) as applicable from time to time.
- 26.0 No security deposit shall be payable by GHAVP, NPCIL.

27.0 CHANGE IN LAW

- 27.1 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 GHAVP,NPCIL subject to the production of documentary proof to the satisfaction of the GHAVP,NPCIL 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 GHAVP,NPCIL.

- 27.2 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 GHAVP,NPCIL to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.
- 27.3 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, GHAVP,NPCIL 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, GHAVP,NPCIL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 27.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the GHAVP, NPCIL shall not bear any liability in respect of:
- (i) Personal taxes on the personnel deployed by CONTRACTOR.
 - (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 HISAR

1. Bidder's Name & Address:
 2. Address of the Premise:
 3. Total Carpet Area Offered (sq.ft):
- A. Rental for transit accommodation as per Specifications at Annexure-III

Sl. No.	Description	Amount in figure	Amount in Words
1	Rental Charge for the Hired Premise per month for the entire carpet area		
2	Service tax, if applicable		
	Total Monthly Rent in words		

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. GHAVP, NPCIL 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 GHAVP, NPCIL.
2. The rate quoted above shall be exclusive of service tax. The service tax, if applicable will be reimbursed on production of documentary proof. Further, in case bidder / property owner has quoted Nil against service tax and comes in the preview of service tax during the currency of the contract, NPCIL GHAVP shall not be liable for service tax.
3. Rental Charges includes maintenance of the items for the entire period of contract agreement.
4. Service tax, if applicable please provide the copy of service tax registration number.

Signature of Bidder:
