

DOCUMENT INVITING OFFER

FOR

RENT\LEASE OUT FOR OFFICE SPACE

<u>AT</u>

RAJKOT, GUJARAT

FOR

GUJARAT GAS LIMITED

OPP. RAIYA TELEPHONE EXCHANGE, 150 FEET RING ROAD, RAJKOT - 360007

Signature of Bidder



GENERAL TERMS AND CONDITIONS

Gujarat Gas Limited (A GSPC Group Company – Government of Gujarat Undertaking) is India's largest City Gas Distribution Company in terms of sales volume operating in 44 districts in 6 states of Gujarat, Maharashtra, Rajasthan, Haryana, Punjab & Madhya Pradesh and 1 Union territory of Dadra & Nagar Haveli.

Gujarat Gas Limited (hereinafter referred as **Lessor or GGL**) is planning to offer the below mentioned office property (hereinafter referred as **Office**) on lease. The approximate carpet area of the **Office** is around 6,184 Sq. Ft. and is ready to occupy with all necessary amenities such as Furnitures & fixtures, centralized Split Air Conditioner Systems, DG Set, etc. in operational condition. The details of the Office to be provided on rent on, "AS IS WHERE IS BASIS" is provided in **Annexure-01.**

Gujarat Gas Limited,

Opp. Raiya Telephone Exchange, 150 Feet Ring Road, Rajkot – 360007 Gujarat

This Request for Proposal (RFP) is issued for providing the probable Bidders understanding of the lease details including terms and conditions which will govern the lease agreement (herein after referred to as the Lease Agreement) as mentioned herein. The **Lessor** hereby invites commercial offer from eligible party (herein after referred as **Bidder**).

Note: The detailed terms and conditions shall be as per Lease Agreement which shall be executed with the successful Bidder.

1. SUMMARY SHEET OF RFP

Sr. No.	Description	Remarks	
1	DATE OF ADVERTISEMENT		
2	SITE VISIT DATES & TIME		
3	EARNEST MONEY DEPOSITED	Rs. 5,000/- (refer Clause no. 5 on submission details)	
4	VALIDITY OF BID	6 Months from Bid Submission Date.	
5	BID SUBISSION LAST DATE	ONE MONTH FROM DATE OF ADVERTISEMENT (refer Clause no. 6 for details)	
6	ADDRESS WHERE BID TO BE SUBMITTED	To, Asso. Vice President-Administration GUJARAT GAS LIMITED Office No. 4&5, Ground Floor, IT Tower-2, Infocity, Gandhinagar - 382009	
7	DURATION OF LEASE	3 Years from Effective Date of the Agreement.	

Signature of Bidder



2. MINIMUM ELIGIBILITY CRITERIA OF BIDDER

The Bidders participating in this RFP shall be a Business Entity. Business Entity shall mean propriety firm / a registered partnership firm / legal entity / a Company registered in India under the Companies Act. Necessary proof of documents of business registration shall be submitted along with copy of last filed income tax return.

3. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the BID and Lessor shall in no case be responsible or liable for this cost, regardless of the conduct or outcome of the BIDDING process.

4. SITE VISIT

Lessor shall be providing the Office on rent on "AS IS WHERE IS BASIS" as per details provided in **Annexure-01**. The BIDDER is advised to visit the Office and obtain all information that may be necessary for preparation of the bid at its own. Bidder may in this regard visit the Office as per the scheduled provided in Clause No. 1 above with prior intimation to Lessor personnel Mr. Digant Bhatt - Dy. Manager - Administration (Contact no.9727706162). The cost of visiting the site shall be at Bidder's own expenses.

5. EARNEST MONEY DEPOSIT

5.1. The Bidder shall submit Earnest Money Deposit (EMD) along with the BID, as Bid security amounting to Rs. 5,000 (Rupees Five Thousand only) through RTGS/ NEFT to following Lessor's bank account. Lessor will not be held responsible for any error while making online payment.

COMPANY NAME:- GUJARAT GAS LIMITED BANK NAME: KOTAK MAHINDRA BANK LTD. CURRENT A/C NO.:- 08792560000040

IFSC CODE:- KKBK0000879

- 5.2. The Bidder need to ensure Vendor Registration Form (attached as **Annexure-02**) and Bank Mandate Form (attached as **Annexure -03**) duly endorsed by the relevant Bank requires to be submitted for accounting and reimbursement of EMD purpose. Necessary document shall also be submitted along with the details.
- 5.3. The EMD of the all unsuccessful Bidder(s) shall be returned by Lessor without any interest whatsoever, directly to the Bidder(s) after conclusion of Bidding Process. However, EMD shall be forfeited if Bid is revoked, withdrawn or canceled by a Bidder; or any term in the submitted Tender is sought to be varied by a Bidder, without the consent of lessor in writing, during the Bid validity period.
- **5.4.** EMD of selected Bidder shall be returned within 30 (Thirty) working days after the Lease Agreement is signed however successful Bidder's EMD shall be forfeited in case the Bidder fails or declines to sign the Agreement in line with rates, terms & conditions mutually agreed in writing.
- **5.5.** Tenders not accompanied with Earnest Money Deposit shall be treated as non-responsive and will be rejected, at the initial stage itself

Signature of Bidder	



6. BID SUBMISSION

The Bidder shall submit the entire BID including Primary Bid and Price Bid in separate sealed envelope as per details provided below. Both the covers should be enclosed in one single Envelope mentioning "Offer for Rent for Gujarat Gas Office at Rajkot Location" and "Reference No. GGL/OFFICE_RENT/ADMIN/RAJKOT/01/2024" addressed to:

To,
Asso. Vice President-Administration
GUJARAT GAS LIMITED
Office No. 4&5, Ground Floor,
IT Tower-2, Infocity,
Gandhinagar - 382009

6.1. PRIMARY BID:

- 6.1.1. Proof of RTGS payment made in GGL account for the amount mentioned under Clause No. 5 above. along with duly filled Vendor Registration Form (attached as Annexure-02) and Bank Mandate Form (attached as **Annexure-03**)
- 6.1.2. Proof of documents with respect to Business Entity as registration mentioned above including copy of last filed income tax return.
- 6.2. COMMERCIAL BID: Bidder shall submit their offer as per the format provide in Annexure-04.
- 6.3. 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. The last date for submission of Bid is as mentioned in Clause No. 1 above.
- 6.4. Note: BID submitted/sent by e-mail, CD, DVD Pen Drive, facsimile etc. and/or to address other than one specifically stipulated above, shall not be acceptable and shall be rejected.
- 6.5. For any clarification with respect to submission of your Bid, you may contact Mr. Kalpesh Patadiya Sr. Officer Administration (contact no.9099957899).

7. SECURITY DEPOSIT AND RENT PAYMENT

- 7.1. As a security, the Lessee will have to pay a security deposit amount equivalent to rental charge of four months. The amount shall be credited to Lessor within 7 days of signing of agreement.
- 7.2. Rent shall be paid in advance on monthly basis on or before 7th date of each calendar month.
- 7.3. In case lessee fails to make the payment for more than two months, lessor reserves the right to terminate the Agreement and forfeit Security Deposit.

8. ALTERATION TO THE LEASED OFFICE / PREMISE

The Lessee shall make no alteration or modification in the Leased Office / Premises or shall demolish or in any manner change the internal or external structure of the Leased Office / Premises without the previous written permission of the Authorized personnel of the Lessor.

S	Signature of Bidder	



9. PROHIBITION OF SUB-LETTING

Lessee shall not sub-let, transfer, assign, license or create any encumbrance on the Office premise without the prior written consent of Lessee

10. COMPLIANCE TO LAW

The Lessee shall not do or permitted to do on the Office Premises, any act which may be contrary to any law applicable in India including doing business which are not permitted by the Law of the Land. The Lessee shall ensure that all the necessary permits under the Applicable Law are procured by it and maintained during the Lease Period. The Lessee shall indemnify the Lessor for any inconveniency or damages suffered because of failure of the Lessee to procure or maintain any Applicable approvals or permits. In case of such violations found by the Lessee or Statutory bodies, Lessor shall not be responsible and shall reserve the right to terminate the Agreement.

11. TAKE CARE & MAINTENANCE OF OFFICE

- 11.1. The Lessee shall ensure proper maintenance of Office including regular and timely maintenance of all the office furniture, Air-conditioning unit and its accessories, lights, etc. as per list provided in Annexure-1. The cost of maintenance or rectification of these items shall be responsibility of the Lessee.
- 11.2. The Lessor shall reserve the right to visit the Office as and when felt necessary to check if the Office is maintained in the rightful manner. In case of any damages, etc., the Lessee shall get the same rectified at its own cost to the satisfaction of the Lessor and mutually agreed timeline
- 11.3. Prior to completion / termination of the Agreement, a joint survey shall be carried out by the representative of Lessor and Lessee to check Office if any damages, defects, etc. are required to be done by the Lessee, the same shall recorded and carried out by the Lessee. In case Lessee fails to rectify the same, Lessor shall get the same rectified and the cost for the same shall be adjusted from the rent / security deposit. In case sufficient fund is not available considering rent due / security deposit, the Lessee shall reimburse the same based on Debit note raised by Lessor.

12. OTHER TERMS AND CONDITIONS

- 12.1. Canvassing in any form by the Bidder shall not be entertained by "GGL" and the offer(s) shall be automatically disqualified.
- 12.2. No brokerage in any form shall be paid for the finalization of the offered Office.
- 12.3. The minimum period of lease agreement shall be for 3 years from the Effective Date of signing of the lease Agreement.
- 12.4. All the taxes applicable due to the use of the premises including but not limited to Property Tax to be paid by the lessee.
- 12.5. The maintenance charges applicable at office building will be borne by the lessee. If the lessee fails to do so then the lessor reserves the right to deduct the said charges from the security deposit.

Signature of Bidder	



- 12.6. Lessor shall reserve the right to conduct negotiation with one or more Bidders post which a lease agreement shall be signed with the selected Bidder considering the requirement specified herein and also on negotiation outcome and other mutually agreed terms and conditions subject to approval from GGL Management.
- 12.7. Expenses incurred towards stamp duty, registration charges, advocate fees or present truncation related other expenses shall be equally borne by both the Parties
- 12.8. The Lessee shall make the power / electricity payment on timely manner and shall be effective from Effective Date of the Agreement with Lessor. This monthly rent amount shall not include the Power / electricity Bill and the same shall be borne by the Lessee.

13. INSURANCE

Lessor will be responsible for the insurance of the Office property. Lessee will be taking all other insurances to safeguard its properties and manpower and thus comply with all statutory requirements. For any theft resulting into loss of property of Lessor, the Lessee will ensure to file FIR and take any other appropriate action as per the instructions of the lessor.

14. RENEWAL OF AGREEMENT

The lease agreement can be renewed based on mutually agreed terms and conditions for further lease tenure. The Lessor shall inform the Lessee in writing at least 3 (three) months prior to the expiry of the Agreement if they would like to further extend the Agreement. The Lessee shall decide based on business requirement and a fresh Agreement shall be executed consisting of below mentioned major terms:-

- 14.1. Period of Agreement
- 14.2. Commercial terms and conditions

15. TERMINATION OF AGREEMENT

The Agreement shall be cancelled / terminated under following circumstances:-

- 15.1. By efflux of time i.e. 3 Years
- 15.2. Without prejudice, both Parties can terminate the Agreement by giving a notice of minimum 3 months after the expiry of One year from the date of commencement of the Agreement. Notwithstanding mentioned hereinabove, the Lessor shall reserve the right to terminate the Agreement with immediate effect in case of failure by Lessee to comply with terms and conditions of the agreement on repeated manner including failure to comply with the rules and regulations dictated by the authority of Gujarat Gas Building where the office of Lessee is provided for rent.
- 15.3. In case of any violence, civil commotion, tempest, flood, earthquake or any inevitable accident or any other act beyond the reasonable control or the parties, causing damage to the Office resulting in GGL, in its opinion, being unable to utilise the Office for its business, and the same not being rectified by the Lessee at its 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

Signature of Bidder	



- days' notice to the Lessee 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.
- 15.4. The Lessee shall have the right to terminate the lease agreement after having served a prior notice of three months after the expiry of one year from the date of commencement of lease, for any reason whatsoever.

16. DISPUTE RESOLUTION

- 16.1. Any dispute whatsoever arising out of the Agreement which will be signed between Lessor and the Lessee which is not resolved by mutual agreement through negotiations between the parties within thirty (30) days of the notice of the dispute to the other side, shall be referred to and shall be finally settled through 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.
- 16.2. The language of the arbitration would be English and the place and venue of the arbitration shall be Gandhinagar. The decision of the Sole Arbitrator shall be final and binding on the Parties.

17. Jurisdiction

All matters arising out of the agreement which will be signed between GGL and the Lessee of the Premises shall be subject to the exclusive jurisdiction of the courts at Gandhinagar.

Signature of Bidder



ANNEXURE - 01

DETAILS OF THE OFFICE (ON "AS IS WHERE IS" BASIS)

Details	Descriptions	
Name and Address of the Property	Gujarat Gas Limited Opp. Raiya Telephone Exchange, 150 Feet Ring Road Rajkot – 360004	
Total Floor of the Property	Total 04 Floors (Basement + Ground Floor + First Floor + Second Floor + Third Floor)	
Total Build-up Area	6,184 SQ Feet (574.50 SQ Mtr)	
Plot Area of the property	2570 SQ Feet (238.80 SQ Mtr) (Total Plot Area : 260.11 SQ Mtr) (Less : TP Cutting : 21.31 SQ Mtr)	
Type of The property	Commercial Property	
List of Services available in Property	 01. Parking Facilities 02. LT Electrical Connection 03. Water Supply Arrangement 04. Drainage Arrangement 05. Fire system on each floor 06. Concealed type electrification with Modular services 07. Well Furnished 	
List of Available Major Equipment / Installations / Furniture & Fixtures in the premises	 01. DG Set – 110 KVA with Auto Panel 02. Electrical Installations Including Change Over Panels, Main Distribution panel, APFC Panels (LT Connection) 03. Submersible Pump 04. Open well Pumps 05. Lift 06. Tables 07. Side Drawers 08. Ceiling Fans 09. Wall Fans 10. Full Height Galvanized Cupboards 11. Full Height Wooden Cupboards 12. Low Height Wooden Storages 13. Medium Height Wooden Storages 14. Charis 	



GUJARAT GAS
15. Conference Room Table
16. Work Stations
17. Security Cabin
18. Air Conditioner Systems
19. All Other Furnitures and Fixtures available in
the premises.

Important Notes: Quantity of the Furniture & Fixtures as per physically available (As is where is).

Signature of Bidder	



ANNEXURE 02

	Guj	arat Gas Limit	ed			
Vendor Registration Form					(8)	
Instructions:						W
Please type in the information OR us	e capital letters	to fill ALL required	l data	in this form.		GUJARAT GAS
General Information						
Name of Vendor						
		Manufacturer		Authorised Dealer		Trader
Category :		Contractor / Fabricat	or / S	ervice provider (circle one)		Transporter
		Customer of Gujarat Gas Limited			Landlord	
		Proprietorship		Partnership		Private Limited
Status of Organization :		Public Limited		Others (please specify):		
	Date of formation :			Registered :	☐ Yes	s 🗆 No
Head of the Organization :						
Designation :						
Contact Person(s):						
	Line 1					
Head Office / Registered Office Address :	Line 2					
	City		•••••		Zip:	
	State				Country	
Phone (with area code) :				Mobile :		
Fax :				Alternate Fax :		
e-mail address : mandatory				•	-	
Registration Information						
GST Regn. No. & Date:						
Micro Small Medium Entp. Regn. Details		Micro		Small		Medium
Tax Deduction Account Number (TAN)						
Income tax PAN Number :						
Aadhar no. (in case of individual / proprie	etorship)					
PAN AADHAR LINK STATUS		Yes		No		
Last 2 years ITR Filed		Yes		No		
	Name :				Vendor's	
This form was filled by :	Date :		***************************************		Rubber	
·	Designation :				Stamp	

Signature of Bidder



ANNEXURE -03

RTGS / NEFT / IFT - Electronic Fund Transfer Mandate Form (Mandate for receiving payments through RTGS / NEFT From GUJARAT GAS LIMITED)

1	Vendor Name
2	Vendor Code
3	Permanent Account Number (PAN)
4	Particulars of Bank Account
	A. Bank Name
	B. Branch
	C. Branch Code
	D. Address
	E. City Name
	F. Telephone No
	G. RTGS / NEFT IFSC Code
	H. 9 digit MICR code appearing on the cheque book
	I. Type of Account
	J. Account No.
5	Vendor's e-mail id
6	Reason for change in bank account

(Mandatorily enclose physical cancelled cheque).

We hereby declare that if the transaction is delayed or done in other bank account because of incomplete or incorrect information, we would not hold the company responsible. We agree that the payment made by GGL in either the existing bank account or new bank account shall be deemed as effective and due discharge of its liabilities owed to us to the extent of the amount paid.

We further represent and confirm that the aforementioned bank change is neither inconsistent with nor contrary to nor in breach of any order/judgment/direction by any court/tribunal or any authority so appointed by the court/tribunal and any applicable law, rules and regulations . In case of any claim, action or proceedings that may be initiated against GGL on account of the aforementioned bank change, we undertake to indemnify and keep GGL harmless and indemnified against the said claims, action and proceedings for all the times and on full indemnity basis. .

In addition to the above, the undersigned represent and warrant that he/she is duly authorized by the aforementioned Company/Partnership Firm (as the case may be) to request GGL and get the bank account, as mapped in the system of GGL, changed to another bank account.

Date:	
Place:	Sign and Seal by only authorized person as per banking records
	BANK Confirmation
We conf	firm that M/s
authoriz	is having above bank account with us and above request to GGL has been signed by ted signatories, same are matching with our banking records.
Date:	
Place:	Sign and Seal by banks
	Signature of Bidder



ANNEXURE-4

COMMERCIAL BID – RENT OF GUJARAT GAS OFFICE, LOCATED OPP. RAIYA TELEPHONE EXCHANGE, 150 FEET RING ROAD, RAJKOT – 360007

SR NO	DETAILS		RENT PER MONTH (LUMSUM IN RS)
	RENTAL CHARGE		
Α.	GUJARAT GAS OFFICE, OPP. RAIYA TELEPHON		
	EXCHANGE, 150 FEET RING ROAD, RAJKOT - 360007		
B. RE	NTAL CHARGE FOR 3 YEARS (A X 36 Months)		
C. GST IF APPLICABLE%			
D. GRAND TOTAL FOR 3 YEARS WITH GST			

Important note: -

- 1. 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.
- 2. COMMERCIAL SHALL BE SUBMITTED IN A SEPARATE ENVELOPE AND AS PER INSTRUCTIONS MENTIONED IN THE TENDER (REFER CLAUSE NO. 6.)

 Signature of Bidder	