MAHARASHTRA NATURAL GAS LTD

(A joint venture of GAIL (India) Ltd & BPCL)
2nd Floor, Pride Purple Coronet, Baner Road, Baner,
Pune - 411 045

TENDER FOR HIRING WAREHOUSE AT KAMAREDDY (TELANGANA STATE) ON LEASE BASIS FOR CITY GAS DISTRIBUTION PROJECT OF MNGL, PUNE

TENDER NO. MNGL/CP/2022-23/138 DATED 16.11.2022

INVITATION OF BID (IFB)

Tender No. MNGL/CP/2022-23/138 **Date: 16.11.2022**

To,

_____
_____
_____

Dear Sir(s),

Maharashtra Natural Gas Ltd., Pune here-in-after called OWNER/COMPANY/MNGL invites you to submit bid under **TWO BID SYSTEM** for hiring of warehouse at Kamareddy area (within a radius of around 15 km radius from Collector Office, Kamareddy on lease basis as per **Annexure – A & B** for MNGL, Pune as detailed below in complete accordance with enclosed tender document:

Locations for which Notice inviting Tender is sought shall be within a radius of around 15 km radius from Collector Office, Kamareddy (Telangana State). Preferred size of offered warehouse shall be approximately 40,000 sq. ft. (approx. 10,000 sq.ft. Covered space & approx. 30,000 sq.ft. Open space) located on main roads (minimum 6 meter width) in specified areas (Note : In case warehouse in not on main road, approach road for warehouse of minimum 6 meter width shall be provided till the warehouse entry without any additional cost to MNGL). Other facilities required are power, water supply etc. Warehouse should be ready for occupation with godown having office setup, compound wall and CCTV system or likely to be ready for occupation in 3 months.

The level of offered plot should be up to the level of road. If the same is not upto the level of road at the time of bidding, Bidder shall bring it to the level of road, if selected.

Intending Bidder(s) who can legally offer the warehouse on long term lease basis should submit the Technical Bid and Price Bid in separate sealed cover super scribed Technical Bid & Price Bid in the office of undersigned ON OR BEFORE 07.12.2022, 15:00 hours. Performa's for Technical Bid & Price Bid shall be as per Annexure-A & Annexure-B.

Note : Intending bidder shall submit the ownership documents of offered warehouse. In case bidder is not owner of the offered warehouse, bidder shall submit Registered Lease Deed with Owner of the offered warehouse having sub-lease rights under Registered Lease Deed for minimum lease period offered to MNGL along with the bid, failing which bid shall be rejected and shall not be considered for further evaluation.

Incomplete / vague offers may not be considered for evaluation.

In case bid is not received in Two Bid System format, same shall be rejected and shall not be considered for further evaluation.

Time period of the requirement for warehouse on long term lease basis shall be for 5 Years with lock in period of 3 years.

MNGL reserves the right to reject any or all offers without assigning any reason thereof.

i) Last date and time for submission of tender : 07.12.2022 upto 15.00 Hrs.

ii) Date and time for Opening of Technical Bid : 07.12.2022 at 16.00 Hrs.

iii) Place of submission of tender: Ganesh Said, Chief Manager (C&P)
Maharashtra Natural Gas Ltd.
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Tel. No. (020) 25611190 / 25611156

iv) Offers should be submitted in sealed envelopes superscribed with the Tender No., due date & item.

v) Fax / Telex / e-mail offer shall not be considered.

vi) Scope of work for warehouse on long term lease basis:

Technical requirement:

No HT Line shall be passing through the plot.

No Nallah or water stream shall be passing through the plot.

The warehouse land shall be preferably non-agricultural, commercial for the purpose of handing over to MNGL.

The warehouse land shall be free from all encumbrances. Title of warehouse land should be clear and marketable and also have paid statutory dues.

Scope of work shall be as per lease agreement and their schedules etc. (enclosed herewith as Annexure-A) and schedule of rates (enclosed herewith as Annexure-B).

vii) Period of lease :

Lease period shall be 5 years from the date of award of contract / signing of lease agreement with lock in period of 3 years.

viii) Validity period of Offer:

The period of validity of the quotations should not be less than 120 days from the bid due date.

ix) Terms of payment:

Payment of rent shall be done on monthly basis for the actual occupation of premises within 15 days from the date of invoice to MNGL.

x) Fixed Price:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

xi) Late Bids:

Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be rejected.

Telegraphic / Tele Fax / E-Mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

xii) Award Criteria:

MNGL committee will visit the premises to check suitability of the premises.

Price bid of the suitable premises will only be opened by MNGL. The decision of MNGL shall be final and binding on the parties.

The premises shall be selected by MNGL on lowest acceptable price basis considering location, commercial loading, facilities offered etc.

The OWNER will award the contract to the successful bidder whose bid has been determined to be the lowest evaluated bid.

xiii) Owner's right to accept any bid and to reject any or all bids:

OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the OWNER'S action.

xiv) Jurisdiction of court:

The contract shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Pune (Maharashtra) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Pune (Maharashtra) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

xv) Force Majeure:

Shall mean and be limited to the following:
(a) War/Hostilities
(b) Riot or Civil Commotion
(c) Earthquake, flood, tempest, lightning or other natural physical disaster.
(d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

xvi) MNGL will not take any responsibility/ financial liability there in the land at present and future also and it will be the sole responsibility of land owner only. If the liability arises in future also, the land owner will be responsible / accountable for the same.

xvii) The land finalized with the successful owner / seller shall be measured through an authorized competent person and the payment shall be made by MNGL for actual sq. ft. of the land measured.

xviii) MNGL will not pay any brokerage / commission agent charges whatsoever.

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Ltd.

(Ganesh Said)
Chief Manager (C&P)

Encl.
1. Annexure ‘A’ – Format of Technical Bid
2. Annexure ‘B’ – Format of Price Bid

APPENDIX – A

CUT-OUT SLIPS (3 NOS.)

CUT-OUT SLIP – 1

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

BID DOCUMENT NO : MNGL/CP/2022-23/138

ITEM : TENDER FOR HIRING WAREHOUSE AT KAMAREDDY ON LEASE BASIS FOR CITY GAS DISTRIBUTION PROJECT OF MNGL, PUNE

DUE DATE OF SUBMISSION & TIME : 07.12.2022 upto 15:00 Hrs.

TO,

Chief Manager (C&P)
Maharashtra Natural Gas Ltd.
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Tel. No.(020) 25611190 / 25611156

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the outer envelope containing “Technical Bid” & “Price bid”)

CUT-OUT SLIP – 2

PART – I (TECHNICAL BID-ANNEXURE A)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

BID DOCUMENT NO : MNGL/CP/2022-23/138

ITEM : TENDER FOR HIRING WAREHOUSE AT KAMAREDDY ON LEASE BASIS FOR CITY GAS DISTRIBUTION PROJECT OF MNGL, PUNE

DUE DATE OF SUBMISSION & TIME : 07.12.2022 upto 15:00 Hrs.

TO,

Chief Manager (C&P)
Maharashtra Natural Gas Ltd.
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Tel. No.(020) 25611190 / 25611156

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the envelope containing “TECHNICAL BID”)

CUT-OUT SLIP – 3

PART – II (PRICE BID-ANNEXURE-B)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

BID DOCUMENT NO : MNGL/CP/2022-23/138

ITEM : TENDER FOR HIRING WAREHOUSE AT KAMAREDDY ON LEASE BASIS FOR CITY GAS DISTRIBUTION PROJECT OF MNGL, PUNE

DUE DATE OF SUBMISSION & TIME : 07.12.2022 upto 15:00 Hrs.

TO,

Chief Manager (C&P)
Maharashtra Natural Gas Ltd.
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Tel. No.(020) 25611190 / 25611156

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the envelope containing “PRICE BID”)

Annexure-A

To,
Chief Manager (C&P),
Maharashtra Natural Gas Limited,
Pune - 411045

DATE:

Item Description: Tender for hiring of Warehouse at Kamareddy on Lease Basis for City Gas Distribution Project of MNGL, Pune

TECHNICAL BID

With reference to your advertisement in the local dailies dated …….. I/We hereby offer the premises owned by us for WAREHOUSE on lease basis:

GENERAL INFORMATION:

1. LOCATION:

a) Survey No. :

b) Name of the street :

c) Area :

d) Pin Code :

e) Whether there is direct access to Land from main road : Yes / No

f) Whether title of Land is clear, marketable and free from any encumbrances (If any encumbrances please specify) :

g) Whether the Land has been mortgaged to any Bank/ Financer (If Yes provide details) :

2. Details of owner

a) Name of owner(s) **:**

b) i. Name of the Power Attorney Holder, in case of multiple owners :

ii. Share of each owner, if any under joint ownership :

c) Address :

d) Contact Nos. : Mobile : _____ Landline :_____

e) Email :

3. TECHNICAL INFORMATION:

a) Length of the plot in ft. : ……. ft.

b) Breadth of the plot : …….. ft.

c) Area of the plot in sq. ft. (length X breadth) : ……. Sq. ft.

d) Plot surrounded by : East …….
West…….
North ……
South ……..

4. List out copies of ownership documents submitted:

i) 7/12 Abstract : Yes/ No
ii) City Survey map : Yes/ No
iii) Photograph of land : Yes/ No
iv)
v)
vi)

5. Whether warehouse offered on lease basis is ready for occupation : Yes / No

If No, how much time will be required for occupation…….

Amenities available in offered warehouse on lease basis:

a)	Electric Power supply	Yes / No
b)	Running water supply	Yes / No
c)	Whether plans are approved by the local authorities	Yes / No
d)	Whether NOC from the department obtained	Yes / No
e)	Whether occupation certificate has been received	Yes / No
f)	Whether direct access is available from the main Road	Yes / No

Whether terms and conditions as per proforma lease agreement as per enclosed Annexure – I is acceptable : Yes / No

6. **Copy of IFB duly signed and stamped submitted : Yes / No**

SIGNATURE OF THE OWNER(S)

NAME OF OWNER(S)

Note : Bidder / Owner(s) to submit copy of the ownership documents along with all the statutory approval documents along with the bid.

Annexure - I

Proforma for Lease agreement

An agreement of lease made on this ----------between Party (Hereinafter called the Lessors which expression shall where the context so admits include their heirs, legal representatives, successors and assigns) of the one part and the M/s Maharashtra Natural Gas Ltd, Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045 (Hereinafter called the Lessee which expression shall where the context so admits include its successors and assigns) of the other part.

Where it is agreed as follows:-

1. THE LESSORS HEREBY AGREE to let and the lessee hereby agrees to take on lease for an initial period of 60 months from --------and thereafter subject to as hereinafter mentioned on a monthly tenancy the godown premises described in the schedule hereto. It is agreed specifically that the locking period shall be 3 years and thereafter tenancy hereby created shall be determinable only at the option of the lessee at any time by his giving to the Lessors one month notice in writing.

2. THE LESSEE will during the continuance of his tenancy pay to the lessors for the actual period of occupation a rent at the monthly rate of Rs…….per sq. ft /month for covered area and Rs……per sq.ft. per month for open area inclusive of house tax but exclusive of electric and water charges which will be payable by the lessee. No other charges, rates, fees, cesses and taxes inclusive of ground rent will paid by the lessee. No insurance of the premises will be effected by the Lessee. If so desired, or if so required by law, lessor, shall insure the premises at his own cost against such events as he may desire or as may be required by law and the lessee shall not be responsible for any damage to the leased premises, arising out of hazard or fire or any other natural causes. The rate may be escalated @---% after every three years from the date of hiring.

3. THE LESSEE shall be free to store such commodities inclusive of hazardous and extra hazardous commodities as it deems fit.

4. THE LESSORS SHALL during the term of the tenancy keep the premises at their own cost in a leak proof condition and fit in all respect for storage of any commodity inclusive of hazardous and extra hazardous commodities. The lessors shall carry out at their own cost such alternations and repairs to the roofs, floors, walls, doors, windows etc. of the godown / premises as may be necessary and keep the godowns leak-proof and fit in all respects for the storage of aforesaid commodities. The initial alternations and repairs will be completed

before the godowns are handed over for occupation. The lessors shall also carry out from time to time such alternations and repairs as are required to keep the godown in a leak proof conditions and fit in all respect for storage of aforesaid commodities as are required by the lessee, within fifteen days of the receipt of a notice from the lessee. If the lessor neglects, fails to carry out the alternations and repairs, the same will be done by the lessee and in addition to other mode of recovery of the cost so incurred, it shall be deductable by the lessee from the rent due or falling due to the lessors, the balance if any being also recoverable from the lessors.

5. THE LESSORS shall provide necessary access to the storage godown/ premises to all motor vehicles, carts etc. of lessee or depositors bringing to or taking away from the godown stocks and other above said commodities and to all personnel engaged for the transport of those commodities and management and supervision of the storage godown / premises

6. The lessors shall maintain at their own cost all approaches to the godown / premises within their premises in a motorable condition.

7. The lessors shall allow free of all charges the use of existing electric fitting in the godown / premises and near about places.

8. Save as herein provided, the lessors and lessee will have the right and will be subject to the liabilities mentioned in section 108 of the Transfer of property Act 1882.

9. The lessors shall provide at their own cost, separate electric and water meters for the demised godown premises to enable the lessee to pay conveniently the electric and water charges thereof.

10. All incidental expenses connected with the execution of this deed and the stamp duty shall be borne by the lessor.

Arbitration clause

All disputes and differences arising out of or in any way touching upon or concerning this agreement of lease, what-so ever shall be referred to the sole arbitration of any person appointed by the Managing Director of the MNGL or by such officer of the MNGL to whom the power to appoint an arbitrator may have been delegated by a general or special order of the Managing Director of the MNGL. It is agreed that an officer of the MNGL shall be appointed as the sole arbitrator. The fact that such an officer may have dealt with the dispute in

question in the discharge of his duties, any stage, and expressed an opinion thereof shall not act as a bar to his appointment as the sole arbitrator. The award of such Arbitrator shall be final and binding on the parties to this. It is a term of this agreement that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the Managing Director of the MNGL or such other officer of the MNGL as aforesaid shall in that event appoint another person to act as Arbitrator in accordance with terms of this agreement. It is also a term of this agreement that no person other than a person appointed by the Managing Director of the MNGL or by such officer of the MNGL as aforesaid, shall act as Arbitrator. The Arbitration proceedings shall be in English language and venue shall be Pune, India.

Subject as aforesaid, the Arbitration and Conciliation Act 1996 and the rules made there under as amended from time to time shall apply to the Arbitration proceedings under this clause. All matters relating to this contract are subject to the exclusive jurisdiction of the court situated at Pune, Maharashtra.

In witness whereof the parties hereto have set their hands the day and year first above written.

For Maharashtra Natural Gas Ltd.,Pune

(Authorised Signatory)
Witness :

1----------

2----------

For (Godown Owner)

(Authorised Signatory)

Witness :

1----------

2----------

Schedule of property

i) **Owner name & address : ----------**

ii) **Godown Location & address : ----------**

iii) **Area of Godown : ----------**

iv) **Area of Godown bounded as**

East :

West :

North :

South:

Annexure – B

Maharashtra Natural Gas Ltd.,Pune
PRICE BID / SCHEDULE OF RATES (SOR)

Item Description: Tender for hiring of Warehouse at Kamareddy on Lease Basis for City Gas Distribution Project of MNGL, Pune

Offered for number of years : 5 Years with 3 years lock in period

Sl. No.	Item Description	Per Unit Rate (in Rs.)
1	**For covered area :** Monthly rate per sq. ft inclusive of house tax but exclusive of electric and water charges which will be payable by the MNGL. No other charges, rates, fees, cesses and taxes inclusive of ground rent will paid by the MNGL (in Rs.)	
2	**For open area:** Monthly rate per sq. ft inclusive of house tax but exclusive of electric and water charges which will be payable by the MNGL. No other charges, rates, fees, cesses and taxes inclusive of ground rent will paid by the MNGL (in Rs.)	
3.	Escalation after **every 3 years** from the date of hiring (in Percentage)	

Goods & Service Tax @_____ (if applicable), shall be paid extra at actual against submission of invoice. Statutory variation in Goods & Service Tax shall be paid as and when revised.

Note:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties etc.

2. **Evaluation shall be done considering the rates at least cost to MNGL for the period of 5 years for 10,000 sq.ft. of covered area and 30,000 sq. ft. of open area.**

SIGNATURE OF OWNER(S) :
NAME OF OWNER(S) :
STAMP :