

M/s. _____

Cost of Tender Form : Rs. 500/-



सबलं मनः हृदयं च
Tilam Sangh
तिलम संघ

Receipt No.:

Date :

NIT No. : 1/23-24

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(TILAM SANGH)**

NEHRU SAHAKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR.

Phone : 0141-2740037/2740180/2740422

**TENDER DOCUMENT FOR LEASE OF OIL STORAGE TANKS SITUATED AT
Bikaner PROJECT**

1.	Date of NIT Published	01.04.2023
2.	Last Date and Time of sale of Tender Document	10.04.2023 2.00 PM
3.	Last Date & Time for Tender Submission	10.04.2023 3.00 PM
4.	Date & Time for Tender Opening	10.04.2023 - 4.00 PM
5.	Place for Tender Submission & Opening	Tilam Sangh , 2 nd Floor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur - 302001 (Rajasthan)
6.	Earnest Money Deposit (Provide Details of amount deposited in the annexure "A")	Rs.12000/-

Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd., Jaipur, popularly known as Tilam Sangh, invites sealed tenders on "as is where is basis" basis from Interested Firms/Parties for leasing out its **OIL STORAGE TANKS** situated at Bikaner Units. Rates for which are to be furnished in enclosed format at **Annexure-'B'**. Details of **OIL STORAGE TANKS** to be rented is available at schedule 'A'.

1. GUIDELINES FOR TENDER DOCUMENT

- 1.1 Tender bids not accompanied by prescribed earnest money and cost of tender form shall be liable for rejection.
- 1.2 Bidders should furnish their complete address with proof, telephone and fax numbers for the purpose of further correspondence and communication pertaining to the tender, any change in the same should be intimated promptly.
- 1.3 Correction in the tender bid should be noted over and initialed at the place of correction.
- 1.4 Negligence of bidder in preparing tender bid confers no right to withdraw the bid after it is submitted.
- 1.5 All the tender bids should be in English only.

- 1.6 Tender bids should be kept valid for acceptance for a period of three months from the date of opening of tender bid.
- 1.7 Managing Director, Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd. reserves the right to accept or reject all or any tender bid partly or fully without assigning any reason whatsoever to bidder.
- 1.8 The rates must be quoted in words as well as in figures and shall be firm and unconditional.
- 1.9 No other conditions except those mentioned in the tender document will be entertained in the tender.
- 1.10 The **OIL STORAGE TANKS** will be given on lease for fixed period on “**as is where is**” basis. **OIL STORAGE TANKS** should be inspected by the tenderer during working hours before submitting bid. Similarly while handing over back to Tilam Sangh **OIL STORAGE TANKS** should be in good & sound condition.
- 1.11 Detailed terms & conditions given in tender document constitute an integral part of tender bid/agreement.
- 1.12 The tenderer shall sign the tender document on each page at the end in token of acceptance of all terms & conditions of the tender.
- 1.13 An agreement will have to be executed on award of contract and before taking over charge.
- 1.14 Tenderer is required to mention his status in the tender i.e. whether he is Proprietor, Partner or Director. In case he is a Partner or Director, his authority to file and sign the documents together with copy of the deed of Partnership or copy of Board's Resolution alongwith copy of Articles or Association/Memorandum of Association/IT/CST/RST/VAT/Excise/Service Tax/GST etc., clearance certificate, PAN/TAN No. must be submitted with the tender.
- 1.15 All incidental expenses connected with execution of this deed and stamp duty shall be borne by the tenderer.
- 1.16 The tenderer will have to submit undertaking that he has never been convicted for storage of prohibited items.

2. TENDER PROCEDURE

- 2.1 Separate tender form is to be used for each property. In case tender form is downloaded from website then an additional draft of Rs. 500/-towards the cost of tender form is to be enclosed along with earnest money. In the absence of this tender will not be considered.
- 2.2 The tenders should be sent by registered post so as to reach Tilam Sangh not later than 3.00 PM on 10.04.2023. Alternatively tenderer or their authorized representative should submit tender personally by the prescribed time & date.
- 2.3 The tender should be put in sealed cover duly super-scribed as “tender for lease **OIL STORAGE TANKS**” specifying the name of project.

- 2.4 No responsibility shall be taken for premature opening of tender which is not properly addressed or identified.
- 2.5 No telegraphic/telephonic/letter-tender bids shall be considered. However, any amendment sent by telegram/fax to the tender already submitted, shall be considered provided it is in conformity with tender document and is received before due date and time for closing the tender and it is confirmed in writing by post within one week of closing of tender bid.

3. EARNEST MONEY DEPOSIT

- 3.1 All tenderers shall be required to deposit earnest money as mentioned earlier for **OIL STORAGE TANKS** by crossed demand draft of any Nationalized Bank in favor of "Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd." payable at Jaipur. Earnest money deposited in any other form will not be accepted.
- 3.2 No interest will be paid on EMD (Earnest Money Deposit).

4. CONDITIONS IN CASE TENDER IS AWARDED

- 4.1 Federation shall grant to the tenderer a non-transferable lease to use and occupy the Scheduled Property mentioned in Schedule-A hereto during the occupation for their own business purpose for a term of 12 months which is extendable, on mutual consent, up to 36 months with an annual increment of five percent on last paid rent and the tenderer accepts the same. The Federation has full authority to deal with the said Scheduled Property and grant the lease thereof to the tenderer. The tenderer shall also be entitled to use all the facilities and amenities, incidental to the said Scheduled Property.
- 4.2 The month of the lease shall be as per the English Calendar month.
- 4.3 The lease shall be operative and in force and effect for a period of 12 months, which is extendable, on mutual consent, up to 36 months with an annual increment of five percent on last paid rent and the tenderer accepts the same.
- 4.4 The lease stands terminated at the end of 12 months for **OIL STORAGE TANKS** unless renewed with prior written mutual consent of the parties. In case of renewal of lease agreement for **OIL STORAGE TANKS** for another 12 months, the rent will be increased by 5% of the existing rent amount.

5. RENT

For allowing the use and occupation rights of the scheduled property as tenderer thereof, the tenderer shall pay rent and service tax in advance, after deducting tax at source as per the Income Tax Act 1961 or any other applicable laws in force from time to time, by 10th of every month to the Federation. The lease shall be granted by the Federation to the Tenderer for the quiet, peaceful and uninterrupted possession, occupation and use of the Scheduled Property for the entire Lease period unless terminated earlier in accordance with the provisions of the terms mentioned herein.

6. INSPECTION

The parties can carry out a joint inspection of the condition of the Scheduled Property at the time of taking possession of the Scheduled Property from the Federation and at the time of handing over thereof at the expiration or sooner determination occupation. The observations, if any, shall be reduced to writing and shall be signed by authorized representatives of both the parties in duplicate, one to be retained by each party. The joint inspection report shall act as conclusive proof of the condition of the Scheduled Property at the time of handing over possession to the Federation vis-à-vis any claim for damage to the Scheduled Property due to any act or omission of the tenderer. In case after such joint inspection, the Scheduled Property is found in the same condition without any significant damage, save and except normal wear and tear, the Federation shall be bound to refund to the tenderer the security deposit in full without any deductions immediately at the time of handing over of the Scheduled Property. In case after such joint inspection, the Scheduled Property is found to have suffered any damage, save and except normal wear and tear, the Federation shall deduct reasonable amount from the security deposit amount.

- 7 The tenderer shall deposit and pay to the Federation, as refundable interest free security deposit equivalent to two months rent for designated **OIL STORAGE TANKS** by DD or RTGS before taking over of **OIL STORAGE TANKS**. The Security Deposit shall be refunded by the Federation to the tenderer at the time of vacating the Scheduled Property. The security deposit shall be refunded at the time of handing over possession of the Scheduled Property without any deductions except and save as recited in herein above, provided the tenderer pay all outstanding dues payable by them on or before vacating the leased premises.
- 8 It is stated that on the expiry of the occupation period or on expiry of any renewal thereof either by efflux of time or earlier termination thereof due to any reason whatsoever as provided herein the Federation shall forthwith refund without interest the security deposit to the tenderer simultaneously with the tenderer removing itself / its officers / officers/ employees using the Scheduled Property and vacating the Scheduled Property and giving charge thereof to the Federation subject to reasonable wear and tear, damage/loss to/ destruction of the premises due to a force majeure event not caused by the willful neglect on the party of the tenderer, its officers/ employees and anything beyond the control of the Lessee.
- 9 The tenderer agrees to undertake all day-to-day minor repairs within the Scheduled Property. In case of any major repairs including but not limited to leakage/seepage or bursting of sanitary pipes or any dampness, disruption to power supply to the structure, the Federation shall repair the same within a reasonable period at the Federation's own cost. Tenderer shall inform the Federation of the major repairs that need to be undertaken, in writing and provide reasonable period for such repairs by the Federation.
10. The tenderer shall be free to store such commodities except hazardous and extra hazardous commodities in **OIL STORAGE TANKS**.
11. All the statutory liabilities/any other liability arising out of activity/actions/non-actions on the part of tenderer during the period or arising after the expiry of period concerning to the contract period shall be borne by tenderer. During the currency of contract period all statutory requirements shall be carried out by the tenderer.

12. Lawful activity, trespass, control limit Act, or any, other action applicable shall be the liability of the tenderer.
13. Any overdue payment by the tenderer shall attract payment of interest @ 18% per annum from the date it becomes due till the date of actual payment.
14. That if for any reason, the tenderer/party continues to have its possession on plant and premises even after expiry of the specified period, the Federation shall be entitled to charge penalty @ two times of the rent calculated on per day basis over and above the monthly rent prevailing at that time.
15. That the tenderer will, during the continuance of the occupation pay to the Federation the lease rent plus all taxes if applicable on or before 10th of every month in advance and that such payment will always be subject to deduction of tax at source, if applicable.
16. The tenderer shall use and occupy the Scheduled Property for their day to day activities as mentioned herein above. The tenderer will not sublet the property.
17. Tenderer will use the Scheduled Property with due care and caution and to keep and maintain the same in good condition.
18. Tenderer will promptly pay to the concerned authority all charges of electricity consumed and water charges in case of residential colony in the Scheduled Property during the Lease Term based on the meter reading specifically attached to and assigned to the tenderer for the Scheduled Property.
19. Tenderer will observe and perform all the rules, regulations and bylaws for the time being in force of the Govt. or other body of persons that may be appointed to be in charge of the affairs of the building, or the local authorities, as the case may be so, in which the Scheduled Property is located.
20. Tenderer will not do or permit to be done upon the Scheduled Property anything, which may be a nuisance and annoyance to the other occupants of the other premises adjacent or in the neighborhood or anything of an illegal nature.
21. On the termination / expiry of the Lease Term, unless in case of a renewal thereof, the tenderer shall deliver the Scheduled Property in such order and condition as is consistent with the terms and conditions on the part of the tenderer herein contained save and except normal wear and tear and save and except any damage to the Scheduled Property by fire (unless the fire has occurred due to negligence of the tenderer).
22. Tenderer will provide access to any of the duly authorized representatives of the Federation during normal business hours and business days to inspect the Scheduled Property from time to time upon such representative seeking a prior appointment with reasonable notice of at least one business day.
23. The de jure possession of the Scheduled Property shall always remain with the Federation and the tenderer shall have full charge and control denovo over the Scheduled Property and the Federation will have access hereto at all reasonable working hours. The tenderer shall hand over the keys of the Scheduled Property to

the Federation on expiry or earlier termination of the Lease. Notwithstanding anything herein contained, it is hereby expressly understood that neither any tenancy rights nor any leasehold right or interest in the nature of tenancy or sub-tenancy nor any other interest in the Scheduled Property or otherwise what so ever except the permission to exclusively use and occupy the scheduled property as a mere tenderer as herein will be granted is created or intended to be created by the terms in favor of the tenderer. The tenderer will hereby declare that the Federation will enter into the Agreement on the assurance hereby given by the tenderer that it or any other person claiming or deemed to claim under it has no intention of claiming and will not claim any leasehold or tenancy rights or otherwise to the Scheduled Property other than the permission hereby given to exclusively occupy and use the Scheduled Property as a bare tenderer during the Lease Term and the tenderer shall not claim any other right whatsoever.

24. The Federation covenants with the tenderer to permit the tenderer to peacefully quietly hold and enjoy the Scheduled Property without any interruption or disturbance from or by the Federation during the Lease Term and for such renewed duration till the termination or expiry of such renewed Lease Terms as per the terms mentioned herein.
25. That the Federation shall carry out all major repairs and structural repairs and defects and water proofing works of the Scheduled Property as may be required from time to time and at such times and in a manner agreed with the tenderer so as to minimize disturbance to the tenderer.
26. Tenderer will not carry out any major repairs or the tenderer will not undertake to make any alterations, constructions or changes in the scheduled property that will materially change the appearance of the schedule property or will materially diminish the market value. Moreover the tenderer shall not be liable to erect any permanent constructions so as to change the appearance of the scheduled property, both outside as well as inside.
27. The Federation shall have no objection to and shall ensure that the tenderer, employees, officers have clear and uninterrupted access to the Scheduled Property, 24 hours a day and 7 days a week throughout the Lease Term.
28. Tenderer shall be entitled to return the Scheduled Property to the Federation in the condition in which it is at the time of occupation the Scheduled Property subject to normal wear and tear.
29. The tenderer may display name boards at the entrance of the Scheduled Property, main entrance lobby at ground floor and at such other permitted locations during the Lease Term. Any charges if applicable by local authorities shall be payable by tenderer.
30. In the event that the scheduled premises or any part thereof is destroyed or damaged or rendered unfit for occupation due to force majeure or act of God beyond the reasonable control of the tenderer, the tenderer shall notify in writing to the Federation in respect thereof. In the event that the Federation fails to effect repairs to the Scheduled Property to render the Scheduled Property fit for use within a reasonable period from the date of receipt of written intimation from the

tenderer, the tenderer shall have the right to terminate this Lease. It is confirmed or assumed that if the Schedule Property is unfit for occupation due to any act of God or force majeure event beyond the control of Tenderer or Federation, but the tenderer continues to occupy the scheduled property then the tenderer is liable to pay mutually agreed lease rent proportionate to the usage of the premises.

31. In the event of default by any of the party in respect of any of the terms herein including misrepresentation, suppression of material records or breach of any terms of the Agreement, the Agreement may be terminated by the other party by giving one month's written notice of the same.
32. The Federation shall be entitled to terminate the lease, if the tenderer commits a material breach or default of the terms and conditions of this lease. However, in that event any material breach noticed by the Federation will be brought to the notice of tenderer in writing by giving a month's notice to verify and rectify the breach. In case the tenderer fails to rectify the breach within this period, the Federation will be entitled to terminate the lease by giving one month notice to the tenderer in writing.
33. The tenderer may terminate this Agreement during the subsistence of this lease or any renewal thereof by giving one month's notice to the Federation or upon payment of one month lease rent in lieu thereof, without assigning any reason.

34. **JURISDICTION**

Any dispute arising out of or relating to the Lease or the failure of the conciliation proceedings, shall be subject to exclusive jurisdiction of courts at Jaipur (Rajasthan).

35. **NOTICE**

Any notice required to be given hereunder shall deemed to have been given if sent by registered post acknowledgement due at the addresses of the parties and shall be deemed to have been received by the other party on expiry of seven days from the date on which it was received by the intended recipient/notice.

No modifications or amendments of this Lease shall be valid and binding unless made in writing and duly executed by both parties.

We have read the above conditions and agree with conditions.

Signature of the authorized person of the firm

Name of the firm -----

Name of the authorized person -----

Date-----

Place -----

SCHEDULE 'A'
DETAILS OF OIL STORAGE TANKS

1. Place – Tilam Sangh Project at Bichhwal Industrial Area, Bikaner

Sr. No.	Capacity (MT)	Numbers
1	217.85	02
2	108.33	03
3	54.361	06

Area of Oil Storage Tanks farm 35X20 Sqm (7535 Sq Ft.)

2. Presently single phase connection is available , if required three phase connection or load enhancement is required that shall be arranged by the tenderer himself at his own cost and no payment shall be made by Tilamsangh for this.

3. Only modification permitted will be for loading and unloading of Oil from Tanks. No other modification even temporary in nature is not allow.

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(TILAM SANGH)**

Offer Of Rates By the Firm OIL STORAGE TANKS Bikaner

I/We offer the proposal towards taking the **OIL STORAGE TANKS** on lease basis, which is situated at Bikaner Projects of Tilam Sangh, (Raj.), for a period of 12 months. An agreement shall be executed between both the parties for the conditions as mentioned in the tender document and agreed here by.

(A) Details of EMD and cost of tender form –

1. Cost of tender form – Rs. 500/- Cash receipt number----- date-----
OR
Amount in Rs ----- . DD Number ----- Date-----
Name of Bank -----
2. EMD deposited- Amount in Rs ----- . DD Number ----- Date-----
Name of Bank -----

(B) Lease Rent Amount Offered in Rs. per Month for the complete tanks farm
Excluding GST and any other Taxes.

(in Figure)

(in Words)

GST & Other Taxes will be extra as applicable from time to time.

(C) The above offer shall be valid for acceptance for a period of three months from the date of opening of tender bid.

1. Signature of Authorized Signatory : -----
2. Name of Tenderer : -----
3. Complete Address of the Tenderer : -----
4. Telephone No./Fax No. : -----
Telegraphic Address, if any -----
5. Seal of Firm/Party : -----