

 HINDUSTAN SHIPYARD LTD., (A GOVT., OF INDIA UNDERTAKING) (AN ISO 9001 COMPANY) GANDHIGRAM VISAKHAPATNAM - 530 005, INDIA	PERSONNEL & ADMINISTRATION DEPARTMENT HOUSING ESTATE DIVISION PHONE No. +91-0891-9951542207 FAX No: +91-891-2577502 / 2577356 WEB: www.hsl.nic.in
	Regd Office: 209 & 209A VikramTowers, 16 Rajendra Place, New Delhi -110 008, India. HOUSING ESTATE DIVISION

Competitive Bids are invited in sealed covers (i.e., commercial bid- unpriced and Price bid) under **two Bid System** for "**Allotment of Shop Unit in HSL Colony**" duly superscribed with tender number and due date strictly following the terms and conditions mentioned in this tender and the bid shall be addressed to **Manager, Housing Estate Division**, Hindustan Shipyards Ltd., Visakhapatnam 530 005, India. Both the sealed covers i.e., commercial (Unpriced bid and Price bid in separate sealed covers) should be submitted at the same time.

	TENDER NO.: PD/HSL/HE/Q/002/10-11 DATE: 30/08/2010
	Tender Type: Public Tender-2 Bid System
	Tender Fees: Rs.100-00 per each shop unit per application
	Last Date for sale of tender document: 30.09.2010
	Last date and time for receipt of Commercial (Unpriced) Bids: 04.10.2010 upto 16.00 Hrs
	Opening of Commercial (Unpriced) Bids: 05-10-2010 at 14.30 hrs at Purchase Department, HSL, Visakhapatnam-530005
	Probable date of opening of Price bids: 15.10.2010
Handled By: V.V.S.MURTHY, Manager (Housing Estate)	

Details of Shops available on monthly rent basis:

Location Shop Nos.	Shop No.	Dimensions In Mtrs	Total Area in Sq Mtrs	EMD Rs	Reserve Price per Sq Mtr Rs
Ground Floor	NC-13	12x10.40	124.80	16000.00	212.00
	NC-30	1.55x1.40 2.58x2.20	12.30	1600.00	
First Floor	NC-24A	7.70x10.40	80.08	8500.00	176.00
	NC-25	12x10.40	124.80	13200.00	

2. Vacant Shops in HS Residential Colony:

Location Shop Nos.	Shop No.	Dimensions In Mtrs	Total Area in Sq Mtrs	EMD Rs	Reserve Price per Sq Mtr Rs
HS Residential Colony					
MD Series	MD-2	4.35 x1.80	= 7.83	300.00	63.00
	MD-3	4.35 x1.80	= 7.83	300.00	
	MD-17	3.25x1.80	= 5.85	220.00	
	MD-40	3.25x1.80	= 5.85	220.00	
MC Series	MC-7	3.20x3.63	=11.61	885.00	127.00
MS Series	MS-22	2.67X3.20	= 8.54	200.00	41.00
	MS-23	2.67X3.20	= 8.54	200.00	41.00

Important Note: Bidders are advised to submit separate bid for each shop unit in case quote for more than one shop unit. Non-compliance for this will be considered as rejection of the bid.

TERMS AND CONDITIONS:: Tender No. PD/HSL/HE/Q/002/10-11 date: 30/08/2010

Purpose of shop units	Purely acceptable and legally permitted business	Condition of Shop Units	As is and where is basis
Electricity Charges	Rs. 6.27(present)*	Water Charges	Rs.250-00 per month in case of shops, Rs. 750-00 in case of Banks/ etc. (present)*
Service Tax (present)	10.30% on monthly licence fee*	Any other taxes, duties, levies	Payable by the licensee/ bidder extra
Currency in which price to be quoted		Indian Rupees	
Offer validity		90 days from the date of opening the price bid for the respective shop units	
* Any increase/ revision in electricity charges, water charges, service tax and any other tariff from time to time, the licensee/bidder have bear the same			

Rejection Criteria for the proposed Tender:

1. Bids received to carryout any illegal business
2. Bids received without EMD and Tender fee along with the commercial (unpriced bids)
3. Unsigned and unsolicited offers
4. Bids which are not submitted in separate tender document for each type shops
5. Bidders who have not followed two bid system ie, Commercial (unpriced) Bid and Price bid in separate sealed covers duly superscribed with Tender number and shop number clearly.
6. Bidders who have preferred for residence will not be considered.
7. Bids which not complied with the commercial conditions stipulated in the tender.
8. Bids received without any authentic address/residence proof of the bidder, unsolicited, unsigned bids.
9. **Bids which are submitted for hotels/ restaurants where cooking carried out will not be considered.**

Important Note:

HSL reserves the right either to accept or reject any bid or to cancel the tender either complete or for some shop units. Shops offered in the tender for short term basis is as is where is basis. Any repairs to desired by the bidders shall be carried out by themselves at their own cost. The allotted premises shall be occupied within 15 days from the date of allotment failing which it is liable for cancellation forfeiting the EMD/ Security Deposit.

Manager (Housing Estate)

Enclosures:

1. **Annexure-I: TERMS AND CONDITIONS OF THE TENDER TO BE STRICTLY COMPLIED BY THE BIDDER AND SUBMIT A CONFIRMATION TO THIS ALONG WITH COMMERCIAL (UNPRICED) BID ((To be submitted along with the commercial (un-priced) Bid))**
2. **Annexure-II: COMMERCIAL QUESTIONNAIRE (TO BE DULY FILLED BY THE BIDDER AND TO BE SUBMITTED ALONG WITH COMMERCIAL (UN-PRICED) BID.**
3. **Annexure-III: Instructions to bidders to be read bidder by the bidders and submit along with the commercial (unpriced) bid duly signed.**
4. **Annexure-IV: Price Bid: (to be duly filled by the bidder and to be submitted in separate sealed cover duly superscribed along with the Commercial (unpriced) bid.**

<u>TERMS AND CONDITIONS OF THE TENDER TO BE STRICTLY COMPLIED BY THE BIDDER AND SUBMIT A CONFIRMATION TO THIS ALONG WITH COMMERCIAL (UNPRICED) BID</u> <u>Tender No. PD/HSL/HE/Q/002/10-11 date: 30/08/2010.</u> <u>Last date for submission of bids: 04.10.2010 before 16.00 Hrs</u> <u>((To be submitted along with the commercial (un-priced) Bid))</u>	
1	Tender may be offered for obtaining the licence for a maximum two years from the date of allotment. The allotment will be considered on Highest Bid basis and any bid received below the reserve price will not be considered for evaluation and allotment. <u>The basis for selection of the bids for each shop unit is on highest price quoted with acceptable terms and conditions:</u>
2	Bidders are advised, in their own interest, to ascertain the Municipal and other levies, tariffs taxes etc. in force.
3	The successful bidder(s) who have offered highest price with acceptable commercial and terms and conditions shall required to pay to the Hindustan Shipyard Limited an amount equivalent to six months licence fee as interest free Security Deposit within a week from the date of awarding the licenced for ensuring the satisfactory performance of all the conditions of the Agreement for licence. This amount is refundable on satisfactory completion of the period of licence and is liable for forfeiture for violation of any of the conditions of the agreement.
4	Monthly licence fees should be paid regularly in advance each month before the 15 th day of the month. Any lapse in this regard will be deemed as a violation of the Agreement and will render the licence liable for termination at one month's notice besides sealing of the premises till all the outstanding payment is cleared. In all such cases, the Housing estate will be free to give out the licence to any other person or Agency. The decision of the Manager (Housing Estate) will be final and conclusive.
5	In case the entire premises offered is required by the HSL for its departmental use, the licence is liable to be terminated with one month's notice and the Security Deposit made by the licensee will be refunded to the licensee immediately thereafter.
6	Should any instance of malpractice by the licensee be brought to the notice of the HSL, the licence shall be liable to be terminated by giving one months notice.
7	Notwithstanding the licence period of maximum two years any violation of the conditions stipulated in the agreement will render the licence terminable and the deposit made by the licensee will be forfeited. In the event of termination of licence, the licensee shall become an unauthorized occupant of the licenced premises and is liable to be summarily evicted by the licensor and also to be subjected to such other action as may be necessary under the provisions of the Public Premises (Eviction of unauthorized occupants) Act, 1971 as amended from time to time should it become necessary. Similarly subletting of the premises/ sharing of the premises in full or part is strictly prohibited. If Housing Estate Division noticed any such activity, the allotted premises will be sealed and to be vacated by the licensee within 30 days from the date of notice received from Housing Estate Division besides charging interest on the delayed payment @ 18% per annum on the monthly outstanding balance(s). Further, the allotted premises strictly for the business mentioned in the Licence Agreement but not for residential purpose. The allottee shall have to maintain the prescribed business hours strictly. If the allotted premises is closed for more than one week continuously, HSL reserve the right to cancel the Licence Agreement by giving a notice of 15 days and get the premises vacated. HSL reserves the right to split the accommodation in any shop units of Commercial Complex totally at its discretion. The bidder shall have to maintain their own security arrangements and sanitation for the premises allotted.
8	The HSL may, from time to time, in the interest of public convenience, make fresh stipulations governing the Agreement. These shall be binding on the licensee.
9	Should any dispute arise as to the scope and application of the terms and conditions of the agreement the decision of the Manager (Housing Estate) of the licensor company shall be final conclusive and legally binding on the licensee
10	The intending bidders may, in their own interest, inspect the premises and satisfy themselves as to the type and extent of accommodation available. No requests for charges or alterations in the structure will be entertained after the tender is accepted. The allottee shall have to carryout any modifications after allotment at their own cost and strictly with the prior approval from Manager (Housing Estate). HSL reserves the right either to allot a combine premises or unitwise premises at its own discretion. Where partition walls are required, the successful allottee had to arrange for the same at his own cost and with the prior approval from Manager (Housing Estate). Any unauthorised modifications shall be strictly prohibited.
11	It shall be noted that the licence fee offered will be considered as being exclusive of electricity and water charges. In case where these services are provided by the HSL, at the request of the Licensee

	then separate charges will be collected for these services per rates in force and as amended from time to time.
12	The licensee shall not do or permit to be done in or upon the scheduled premise or any part thereof any act(s) which might be a source of nuisance, annoyance or which might cause damage to the assets of the Licensor. The allottee shall have to maintain the premises clean and tidy.
13	The licensee shall undertake not to carry out or permit to be carried out any offensive or illegal trade in the scheduled premises or nearby surroundings.
14	The licensee shall be liable for any damage caused to the scheduled property during the period of licence and shall not dispute the quantum of the damages as determined by the licensor.
15	The licensor reserves the right to revise the terms and conditions, refuse to renew or reject fresh allotment to the licensee of the scheduled premises. In the event of licensor not renewing the licence for any further period after the expiry pf validity of the licensee; the licence automatically expires at the end of two years period and the licensee shall not carryout all or any of the acts which are provided and permitted under this licence and the licensee shall vacate and handover/vacant possession of the premises. The licensee shall not be allowed to enter the premises after the expiry of the period of licence. No separate notice will be given by the Licensor after expiry of licence period for the Licensee to vacate and handover the possession.
16	The licensee shall give an undertaking to occupy and the scheduled premised and also use water and electricity only for the purpose of the business for which the licence is given
17	The licensee shall not transfer the scheduled premises to any one. The licensee shall take prior approval of licensor in writing if the licensee may have occasion to engage any other persons for running the business and any change in the same shall be done with prior intimation to and approval of the licensor.
18	The licensor has the right to enter and inspect the scheduled premises from time to time and to carry out any additions or alterations that may be considered necessary, and also to direct the licensee to carry out the instructions of the licensor so far as they relate to the proper maintenance upkeep and due observance of all the terms and conditions of the licence.
19	The licensee or his authorized employees/representatives shall conduct themselves in an orderly and peaceful manner, shall keep the premises in a very clean and hygienic conditions duly observing all the statutory obligations this cost, shall not encroach upon or extend or effect any alternations to the licensed premises and not together or rear any cattle or any animals in the scheduled premises and its surroundings
20	It is an express conditions of the licence that the failure of the licensee to deposit in advance any instalment due in any month as mentioned above will entail termination of the licence irrespective of the lapse of period of licence and the licensee shall enter into the site or make alternative arrangements that are considered necessary and expedient to the company, at the risk and cost of the licensee. The licensee has no claim whatsoever on this account.
21	Any taxes, duties etc., that may be levies/imposed by any authority at any time during the validity period of the licence concerning the business of the licensee shall be borne by the licensee only
22	The Licensor has the right to enhance the licence fee during the currency or the licence for reasons beyond the control of the licensor as also as and when deemed fit in the circumstances prevailing them.
23	Jurisdiction:- Within the local limits of the Courts of Law at Visakhapatnam City only.

Manager (Housing Estate)

I have thoroughly read the above terms and conditions and I confirm that I will strictly comply with the above terms and conditions in toto.

Date:

Signature of Bidder

COMMERCIAL QUESTIONNAIRE
(TO BE DULY FILLED BY THE BIDDER AND TO BE SUBMITTED ALONG WITH
COMMERCIAL (UN-PRICED) BID
Tender No PD/HSL/HE/Q/002/10-11 date: 30/08/2010
Last date for submission of bids: 04.10.2010 before 16.00 hrs

1	Full name and Permanent address and particulars of the Tenderer with proof of address like Voters's identity card/ Ration card & PAN Card etc. (pl enclose necessary proof)	
2	Nature of the business for which Tender is offered	
3	Particulars of the shop Unit Number and area of the shop unit preferred to take:	Shop Unit No: _____ Area of Shop Unit _____ Sq Mtr
4	Whether Monthly licence fee offered (in figures and words) in the price bid clearly by stating rate per sq mtr per month	Yes / No
5	Previous experience in the relevant business ((enclose Certificate(s) if any giving details of each such certificate))	Enclosed / Not Enclosed
6	Whether Solvency Certificate is enclosed (enclose copies of Solvency Certificate)	Solvency Certificate for Rs. _____ Issued by: _____ Date of Issue: _____ Bank Account No: _____
7	Particulars of Refundable E.M.D. submitted	Tender Fee Amount submitted: Rs. _____ DD No. & Date _____ Name of the DD issue Bank: _____
8	Particulars of Non-Refundable Tender Fee. submitted	EMD Amount submitted: Rs. _____ DD No. & Date _____ Name of the DD issue Bank: _____
9	Offered Premises is only for business purpose strictly but not residential purpose	Agreed / Not Agreed
10	Bid Validity	90 days from the date of opening the price bid
11	Interest on delayed payment @ 18% per annum on monthly outstanding balance.	Agreed / Not Agreed
12	Electricity charges (Present) @ Rs. 6.27 per unit	Agreed / Not Agreed
13	Water Charges per month @ Rs. 250-00 for office/ 750-00 for Banks per month	Agreed / Not Agreed
14	Service Tax (present) @ 10.30 % on monthly licence fee	Agreed / Not Agreed
15	Payment of monthly dues within 15 th of every month	Agreed / Not Agreed
16	Any revision in the taxes, duties and charges	Agreed / Not Agreed
17	Whether agreed to execute the Licence Agreement on Rs.100-00 non-judicial stamp paper	Agreed / Not Agreed
18	Currency in which price quoted	Indian Rupees
19	Whether willing to accept the reserve price and quote the price not less than the reserve price to finalise the tender on H1 basis	Agreed / Not Agreed
20	Any other information:	

Date:

Signature of the Bidder

HINDUSTAN SHIPYARD LIMITED, VISAKHAPATNA-530 005.
HOUSING ESTATE DIVISION

Instructions to bidders to be read bidder by the bidders and submit along with the commercial (unpriced) bid duly signed.

Tender No **PD/HSL/HE/Q/002/10-11 date: 30/08/2010**

Last date for submission of bids: 04.10.2010 before 16.00 Hrs

((To be read by the bidder and submit along with the commercial (Unpriced) bid duly signed.))

1	Tenders should be submitted in the prescribed forms only which may be obtained from the Manager, Housing Estate, Hindustan Shipyard Ltd., Gandhigram, Visakhapatnam
2	The cost of tender form is Rs. 100 per each shop unit and is not refundable.
3	Separate Tender should be submitted for each shop unit.
4	Any other particulars required can be obtained on enquiry from the office of the Housing Estate Division.
7	<p>(a) The Bidder is required to furnish prescribed amount as Earnest Money, by demand draft obtained in the name of Hindustan Shipyard Ltd., Visakhapatnam, from a schedule Bank payable at Visakhapatnam/ Bank Challan at Uco.Bank, Gandhigram Branch, Visakhapatnam-530005. The earnest money will be refunded to the unsuccessful bidder after 6 (six) weeks from the date of opening of the Price Bids for the respective shop units. In the case of successful Bidders it will be adjusted towards the Security Deposit payable by them at the commencement of the licence. In case a selected bidder does not, within the time specified, occupy the premises and pay the Security Deposit the earnest money will be forfeited.</p> <p>(b) The Bidders are requested to submit the E.M.D. in a separate cover and the same should be attached to the top of the sealed cover containing the tender. First, the cover containing EMD will be opened. Any tender submitted without EMD will not be considered for opening and such bid will be rejected without any further notice.</p>
8	Bidders should ensure that their tenders are submitted in properly sealed covers, clearly indicating the unit for which they are tendering as shown below duly super scribed with Tender Reference Number and Shop Unit Quoted clearly in <u>BOLD LETTERS</u> . The Bids shall be addressed to Manager, Housing Estate. On one side of the cover, the full address of the bidder should be given.
9	Tenders may be submitted either through post or may be deposited in the sealed tender box kept for the purpose, in the office of the Housing Estate duly register in the prescribed register therefore. In any case it will be the responsibility of the Bidder to ensure that the Bid reaches the Housing Estate Office in time as specified in this tender document.
10	The company reserves the right to reject any tender without assigning any reason therefore. No correspondence in this regard will be entertained. Bidders who wish to be present at the time of opening the tenders may do so by submitting proper identification and authorization letter.
11	Tenders which do not contain the full particulars required as above or in which the particulars are not clearly and legibly filled in, are liable to be rejected.
12	The reserve price per square meter for allotment of shop unit is clearly mentioned in this tender document and bids received either equal to the reserve price or more than the reserve price only be considered for evaluation and allotment of the shop unit. The allotment is strictly on H1 basis and compliance of all commercial conditions mentioned in this tender document.

Manager (Housing Estate)

I have thoroughly read the above terms and conditions and I confirm that I will strictly comply with the above terms and conditions in toto.

Date:

Signature of Bidder

Annexure-IV**PRICE BID**

**(TO BE DULY FILLED BY THE BIDDER AND TO BE SUBMITTED
IN SEPARATE SEALED COVER DULY SUPERSCRIBED
Tender No. PD/HSL/HE/Q/002/10-11 date: 30/08/2010
Last date for submission of bids: 04.10.2010 before 16.00 Hrs**

1	Full name and Permanent address and particulars of the Bidder as mentioned in the Commercial (Unpriced Bid).	
2	Nature of the business for which Tender is offered and mentioned in the Commercial (Unpriced Bid).	
3	Particulars of the shop Unit Number and area of the shop unit preferred to take:	Shop Unit No: _____ Area of Shop Unit _____ Sq Mtr In Figures: Rs. _____ Per Sq Mtr. In Words(Rupees _____ _____ only per Sq Mtr

I hereby confirm that I fully agree with the terms and conditions mentioned in the Tender No. PD/HSL/HE/Q/002/10-11 date: 30/08/2010 and I am aware that the allotment will be considered on **H1** basis (Equal to reserve price or more than the reserve price only) and terms and conditions acceptable to HSL.

Date:

Signature of the Bidder