

e- TENDER NOTICE NO /2019

NOTICE INVITING QUOTATIONS FOR HIRING OF OFFICE PREMISES FOR HQRS OFFICE OF COMMISSIONER OF CUSTOMS (PREVENTIVE) COMMISSIONERATE, JODHPUR HQRS AT JAIPUR

1. Online e-tenders are invited for and on behalf of the President of India by the **Commissioner of Customs (Preventive) Commissionerate, Jodhpur, Hqrs. at Jaipur** for hiring an office building at Jaipur on monthly rent basis of carpet area of approx. 18500 sq. feet (excluding covered / underground parking area, if any) initially for a period of three years extendable by mutual consent for any further period.

S.No.	HEADQUARTERS	Preferable Location	Carpet Area (Sq. feet)
1	OFFICE OF CUSTOMS (PREVENTIVE) COMMISSIONERATE JODHPUR, HQRS AT NCR BUILDING, C-SCHEME, STATUE CIRCLE, JAIPUR	At a prominent place near City Centre / Air Cargo Complex / International Airport	18500

2. The tender documents will be available on official website <https://eprocure.gov.in/eprocure/app> and departmental website www.cbic.gov.in and www.rajasthancustoms.gov.in from 31st December, 2019 and the bid forms and other details can be obtained from there.
3. **Bid Submission:** Bids shall be submitted online at CPPP website <https://eprocure.gov.in/eprocure/app>. They shall be submitted in two parts viz. technical bid and financial bid. The offers submitted by Post/Courier/ Telegram/Fax/email etc. shall not be entertained.
4. The critical dates for the tender submission and processing are as under:

Tender Up-loading date on CPPP and CBIC portals	30-12-2019
Tender Publishing date on CPPP and CBIC portals	31-12-2020 (0900 Hrs.)
Last date of submission of bid	25.01.2020 (1500 Hrs.)
Technical Bid opening date	28.01.2020 (1700 Hrs.)
Financial Bid opening date (Only for those bidders who have qualified in the Technical bid).	To be decided after opening of the Technical Bid.

5. Interested bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly, till closing date of submission of tender, for any corrigendum/ addendum/ amendment.
6. In the event of any of the above-mentioned date being subsequently declared as a holiday/closed day for the office, the tenders will be opened on the next working day at the scheduled time.
7. Following annexures form part of this tender:

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|--|-----------------|
| (i) Instructions to bidders | - Annexure-I |
| (ii) Terms & Conditions for the Tender | - Annexure-II |
| (iii) Technical Bid | - Annexure-III |
| (iv) Financial Bid | - Annexure-IV |
| (v) Undertaking by the Bidder | - Annexure-V |
| (vi) Tender Acceptance Letter | - Annexure-VI |
| (vii) Instructions for online bid submission | - Annexure-VII |
| (viii) Format of Standard Lease Agreement | - Annexure-VIII |

SUNITA VERMA
Dy. Commissioner (P&V)
Customs Commissionerate
Jaipur

Sd/-
(Sunita Verma)
DEPUTY COMMISSIONER (P&V)

ANNEXURE-I

INSTRUCTIONS TO THE BIDDERS

1. Bid Submission:

(i) **Where to submit:**-Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers are advised to follow the instructions "**Instructions To Bidder for Online Bid Submission**" provided in the "**Annexure-VII**" for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(ii) **How many Bids:** - Not more than one tender shall be submitted by one tenderer. However, in case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bid(s) containing technical bid, financial bid and bid security in respect of each of such premises.

(iii) **Bid Security (EMD):**- The tenderer must provide bid security in the demand draft of **Rs. 50,000/- (Rupees fifty thousand only)**, drawn in favour of the "**Chief Accounts Officer, Customs (Preventive) Commissionerate, Jodhpur Hqrs. at Jaipur** as "Bid Security (EMD)" valid for six months, and the proof of payment must reach the tender inviting authority at the office of the Commissioner, Customs (Preventive) Commissionerate, Jodhpur Hqrs at Jaipur. Tender not accompanied with bid security is liable to be rejected. However, public sectors undertaking/ Govt. undertaking firms are exempt from the payment of EMD.

EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

The hard copy of original document of proof of payment of bid security must be delivered to the Commissioner at his office address as mentioned above on or before Technical Bid opening date / time as mentioned in critical date sheet. Bidders will be treated as non-responsive and their bid will be rejected, at the initial stage itself, if hard copy of Bid Security is not received on or before opening of Technical Bid process.

(iv) **No change in the bid document:**-Interested persons who are legal owner of the property or Power of Attorney holder, who has downloaded the tender from the CBIC website www.cbic.gov.in and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be altered / modified in any manner, tender may be completely rejected and EMD may be forfeited.

(v) **Corrigendum / addendum/ amendment to Bid:** - Intending tenderers are advised to visit CBIC website www.cbic.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment in the tender document.

2. **Process and manner of submission**

(i) The tenders are to be submitted only **ONLINE** in two parts viz:-

(a) "Technical Bid" which should contain technical parameters like address of the building, carpet area, built up area, year of construction, design of the premises, availability of parking space and other requirements as given in the Instructions to Bidders (**Annexure-I**) and Terms and Conditions for the Tender (**Annexure-II**) in the format as per **Annexure-III**.

(b) "Financial Bid" which should indicate the rent proposed to be charged and other financial terms and conditions in the format as per **Annexure-IV**.

(ii) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

(iii) **No Bid by Post etc:-** The offers submitted by telegram/fax/email/post/courier etc. shall not be considered. No correspondence will be entertained in this matter.

3. **Other details: For Technical Bid**

The following documents are to be uploaded along with the "Technical Bid":

- I. Signed and scanned copy of the proof of payment of **Bid Security**.
- II. Signed and scanned copy of **PAN No., GST No.** If registered.
- III. Signed and scanned copy of '**Letter of Authorisation**' from the owner to submit Bids', if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
- IV. Signed and scanned copy of **Undertaking (Annexure-V)**.
- V. Signed and scanned copy of **Tender Acceptance Letter (Annexure-VI)**.
- VI. Signed and scanned copy of "**Title Deed**" showing the ownership of the premises with the bidder.
- VII. Signed and scanned copy of an '**Affidavit**' from owner(s) /Power of Attorney holder that the premises offered are free from any encumbrances/ litigation / liability / pending dues and taxes.
- VIII. Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
- IX. Signed and scanned copy of the "**Layout Plan**" of the premises with exact measurement of the carpet area.
- X. Signed and scanned copy of the **Occupancy Completion Certificate**.
- XI. Signed and scanned copy of the **Fire Safety Certificate** issued by the Fire Department.
- XII. Signed and scanned copy of the **Latest Property Tax Receipt**.
- XIII. **Document showing eligibility of the premises to be legally approved for commercial / office use.**
- XIV. **No dues certificate(s) regarding payment of all electricity / water charges as on date of occupation.**

The bidder should not indicate the rent details in the "Technical Bid"

For Financial Bid:

For submission of financial bid, a signed and scanned copy of the "Financial Bid" (**Annexure-IV**), quoting the monthly rate of rent per square feet of carpet area (inclusive of all costs and services including the charges for the maintenance of all facilities and amenities offered including taxes except GST) and other vital details thereof, must be uploaded.

4. Important Information

- i. The bids will be opened by the officers of the Commissionerate scheduled date and time by opening CPP portal. No further communication shall be made separately regarding dates of opening of Technical & Financial Bids unless there is any change in date or time of opening of bids.
- ii. *After evaluation of the technical bids*, bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, an e-mail confirmation will be sent to the successful bidders which can be checked by the bidders on the portal. The financial bids of the successful bidders (found to be qualified in the technical bid) will be decrypted and opened online on the schedule date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.
- iii. The hard copy of the original instrument in respect of the bid security, original copy of undertaking/affidavits, self-attested copies of the certificates and other documents must be delivered to the this office on or before Technical bid opening date/time, as mentioned in the critical date sheet. After opening of the Technical Bid, the original documents as per the requirement of e-tender document will be verified by the department. The department reserves the right to seek any document in original related to the premises offered for hire for the purpose of verification at any stage of the tender process.
- iv. If at any time it is noticed that any information uploaded by the bidder is incorrect or wanting, the bid is liable to be rejected. The department shall not be responsible for any legal consequences arising from such rejection of the bid.



Sd/-

(Sunita Verma)

DEPUTY COMMISSIONER (P&V)



ANNEXURE-II

TERMS AND CONDITIONS

1. Online e-tenders are invited for and on behalf of the President of India by the **Customs (Preventive) Commissionerate, Jodhpur, Hqrs. at Jaipur** for hiring an office building at Jaipur on monthly rent basis having total carpet area of approx 18500 sq. feet, (excluding covered / underground parking area, if any) initially for a period of three years. The bids are invited in a two-bid system (Technical and Financial). Only persons having the legal rights for leasing out the premises on rent can send their bids.
2. Total Carpet Area means area of premises less toilets, passage, wall/columns, staircases, verandah, lobby, balcony, kitchen, portico, sanitary, shafts, lift arches, air-conditioner ducts, lofts etc.
3. The successful bidder will be declared as 'the lessor' which means and includes not only the bidder but also his legal heirs, successors, successors in office, legal representatives, etc and the Commissioner of Customs (Preventive), Jodhpur Hqrs at Jaipur, will be 'the lessee'.
4. The bidder is expected to examine all instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish information as required in the bidding document or submission of the bid not substantially responsive to the bidding document in every respect will result in the rejection of the bid.
5. The carpet area required is indicated area wise is as follows. The lessee shall also consider bids where the carpet area is within (+) or (-) 15% of the below requirement.

S.No.	HEADQUARTERS	Preferable location	Carpet area required (sq.ft.)
	OFFICE OF CUSTOMS (PREVENTIVE) COMMISSIONERATE JODHPUR, HQRS AT NCR BUILDING, C-SCHEME, STATUE CIRCLE, JAIPUR	WITHIN 2-3 KMS OF RADIUS OF INTERNATIONAL AIRPORT, JAIPUR. RAJASTHAN	18500 sq. ft.

5. The premises having the following amenities and facilities supported by documentary proof, will be preferred for consideration and will be given due weightage in evaluation of Technical Bid
 - I. **Occupancy/completion certificate.**
 - II. **Fire Safety Certificate issued by Fire Department.**
 - III. **All other necessary clearances / approvals from respective government departments for allowing commercial / office use of the building.**
 - IV. **Building should be complete and suitable for use as office and Air Conditioned, well furnished with cabins and cubicles, work stations/Furniture ready to be occupied. If not, the bidder would be required to make partitions/ alterations to the premises as required by the department for seating of its officers and staff as also in case the ones provided already are not found suitable.**

- V. The building should be a stand alone (individual) building, vacant without any other tenants / occupants, free from any encumbrances / claims and legal or other disputes etc. Well connected by public transport and should have wide approach road, with separate entry and exit gates. Additionally, emergency exit would be desirable.
- VI. The carpet area shall be in the form of rooms / cubicles* of various sizes from 100 sq. feet to 250 sq. feet approx. Details of rooms required by this office is as follows:

S.No.	Number of rooms	Area (sq. feet per room approx.)	Total Area (Sq. feet)
1	3	250	750
2	4	190	760
3	24	160	3840
4	27*	120	3240
5	29*	40	1160

- VII. Additionally, there should be enough open space suitable for official functions / ceremonies for approx. 100 persons.
- VIII. Provision for space for other special components viz. entrance hall, conference room, public relation room, strong room, rest rooms canteen, staff association room, recreation room, visiting officers room, stores for stationery, waiting lounge etc. should also be made available.
- IX. There should be suitable provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc.
- X. The premises should have suitable power supply for commercial /office operations and uninterrupted power supply for essential services and common are lighting. The premises shall have proper electrical wiring and fittings/ installations with LED lights, air conditioning facilities, fans, other electrical and civil fittings and fixtures and shall have 24 hours sufficient load sanctioned and further provisions for increasing the load as per requirement. A DG Set with appropriate load capacity & maintenance thereof shall be provided by the owner of the building. However, cost of fuel for running the DG set will be borne by the department.
- XI. The premises should have facilities like toilets / ramp etc. for physically challenged persons and sufficient parking space for 40 (Forty) four wheelers and 100 (Hundred) two wheelers. Earmarked and covered / basement parking inside the building premises exclusively for the hirer would be desirable.
- XII. All building services such as lifts (if it is multi storied), power supply, air conditioning, plumbing, sewerage system, fire fighting system and such other office amenities and fixtures should be made operational before the possession of the building is taken.
- XIII. All internal and external walls should be painted with good quality paint before handing over the possession to the department.
- XIV. There should be provision of ceramic tiles / marble flooring in general areas and wooden flooring / vetrified tiles in the rooms of senior officers.
- XV. The building should be in compliance of the provisions as required under the Rights of Persons with Disabilities Act, 2016 for creating barrier free environment for persons with disabilities.
- XVI. Surroundings of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around the building and other related factors would be important criteria for qualifying in the Technical Bld.

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- XVII. **The required carpet area should preferably be in a single independent building and in case of building with multiple floors the ones offered should preferably be contiguous.**
- XVIII. **In case the area offered is in a big common building, the bidder may have to provide an exclusive entrance and exit for the use by the department.**
- XIX. **Maintenance (civil, electrical, mechanical, plumbing including consumables etc.) shall be undertaken by the owner and the owner shall also carry out annual repair and maintenance every year. No. additional charges shall be paid for the same by the Department.**
- XX. **The department reserves the right to carry out suitable alterations by way of partitions, office fixtures, fittings etc. for effective use of the office space hired during the lease period / extended lease period.**

- 6. The terms carpet area/ plinth area and super built up area are defined as below for ease of understanding: (i) Carpet Area- If refers to the total usable (sitting) area within the four walls of a building (excluding covered / underground parking area, if any). In other words it refers to the area for which carpet can be laid if required by the owner. (ii) Plinth Area- It refers to the entire carpet area alongwith thickness of the internal & external walls and columns. (iii) Super Built up Area- It refers to the plinth area of a building/ apartment as added by balconies and other common area such as corridors, staircase, lift room, motor room and other circulation areas etc.
- 7. The technical bids shall be opened in the first instance. Before accepting Technical Bid, all the documents and building would be inspected by the department. The physical inspection of the premises will also be carried out to verify whether the premises comply with the terms and conditions as specified in the tender documents and to assess the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities.
- 8. The opening of financial bids shall be done at a later date. The financial bids of only those bidders will be opened which are short-listed after assessing the technical bids.
- 9. If a Firm quotes NIL charges/ consideration, the bid shall be considered as unresponsive and will not be considered.
- 10. All the terms & conditions as above, shall be enforced unless the bidder/lessor obtains written order of the lessee relaxing any specific condition in any specific instance.
- 11. The lessee will not make any security deposit or advance of lease rentals or any brokerage or any other advance payment.
- 12. Lease rentals will be paid on monthly basis calculated for every completed calendar month. The lease rental for a particular month will normally be paid before 20th of the subsequent month.
- 13. The lease rental shall be subject to TDS as per the provisions of the Income Tax Act and GST Act in force.
- 14. The contract shall come into force from the date when the premises are handed over to the lessee.
 - a) The rent proposed by the lessor shall be inclusive of cost of Generators, Air conditioners, fire fighting, fire alarm, structural glazing, floorings, partitions, false ceilings, transformers, ventilation arrangement in basement, lifts, water

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treatment, sewage treatment, cleaning of water storages, periodical/annual maintenance of the building, etc.

- b) The rent proposed by the lessor or as fixed by the CPWD/competent authority or as per the negotiation with the lessor, whichever is less will be accepted / fixed.
- c) The lease agreement in the first instance shall be valid for a period of three years after which it can be extended with mutual consent for further periods of 3 years at a time.
- d) The lease rental shall be liable to revision during the period of lease or renewal, if any after the expiry of three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 8% per annum of the rent payable at the time of such revision. Further, if the FRC (Fair Rent Certificate) given by CPWD is less than 8% increase per annum, then the proposed rent should be fixed as per FRC.

15. The common maintenance charges (CMC) if levied should have minimum of the following components / Services.

- a) Round the clock Security Services of the premises for access control and regulating visitor movement.
- b) Day-today house keeping and maintenance of all the common area including pavements, landscape, garden area and provisions of consumables for the same.
- c) Maintenance of Central Ventilation and Air Conditioning, if provided.
- d) Payment of Electricity bills for common services including elevators, pumps, motors and common area lighting, maintenance of common electrical installations common electrical plumbing and sanitary wares, and provision of consumable and replacement of electrical fittings of common area etc.
- e) Lifts - Maintenance and operation of lifts / elevators of the buildings.
- f) Maintenance of water supply system including cleaning of water storages viz., underground sumps, overhead tanks, fire tanks.
- g) Annual maintenance of facade, transformers, DG sets, Sewerage Treatment Plant etc.
- h) Lighting o common area and provision of consumables for the same.
- i) Regulating vehicle movement within the premises.

16. Any change in the ownership of the premises shall be notified forthwith by the lessor to the lessee in writing and such change shall not relieve the succeeding owner of liabilities under this contract.

17. The hired premises shall be put to use by the lessee for any official purpose as it deems fit.

18. The lessor shall be responsible for carrying out any major/minor repairs, civil including plumbing or electrical. In case the lessor fails to attend to such repairs the lessee will get the repairs done and the amount will be deducted from the lease rent.

19. The lessee shall be responsible for day to day maintenance including housekeeping, security etc. of the building or part of the building hired by the lessee, as the case may be.

20. The lessee shall be responsible for paying the charges for consumption of water and electricity.

21. The lessor shall be responsible for payment of property tax and other municipal taxes applicable. In case the lessor fails to pay such taxes, the lessee upon getting notice after due intimation to the lessor shall make the payment

to the authorities concerned and the amount will be deducted from the lease rent.

22. Notwithstanding anything in the terms and conditions, the lessee shall enter into agreement with the lessor in respect of the premises mentioned in the bid only after getting the necessary approvals from the appropriate authorities as per the extant rules of the Government.
23. The carpet area of any floor shall be the covered floor area worked out excluding the portions as mentioned in Technical Bid.
24. The carpet area required is given as per the e-tender notice. However, the lessee shall also consider bids offering carpet area within (+) or (-) 15% of the above requirement.
25. The carpet area will be determined as per the measurement to be made by the authorised personnel of the lessee in consultation with the lessor taking into consideration the exclusions mentioned in Para 23.
26. The premises should be located preferably in the areas mentioned in the portal. The premises offered are for a Central Government office therefore preference will be given to the premises offered for exclusive use of the lessee without being shared by other tenants/ commercial establishments etc in case of even price.
27. The Building shall be legally approved for commercial/office use and must meet the building norms prescribed by the municipal authorities with regard to fire safety, disaster management, structural stability etc and must be free from all mortgage and encumbrances, by the last date for submission of bids.
28. The building should have good facade with contemporaneous elevators, good flooring, and elegant false ceiling.
29. The space offered in the building should have abundant electrical connection in every room and separate water connection must exist. Sufficient wiring and meters should be in place to take up electricity load for air conditioning of the premises. The building should have suitable KVA power from the Government. The building should have 24x7 power back up facility provided by the lessor. PVC casing should be provided in all rooms and corridors to conceal wired connections if any.
30. The building should have easy approach from the main road and reasonably covered parking space of as per the norms for commercial buildings. In any case, the covered parking should be as per GHMC norms. The location should be in an area convenient for office use and should be easily accessible.
31. The building offered should be ready for occupation at the time of submission of tender by the lessor. However 15 days time can be given at the discretion of the lessee for enabling the lessor to carry out any minor works etc. as required by the lessee. The office space should have all required electrical fixtures such as switches, power points, fans, lights etc. and should have adequate toilet facilities, including separate toilets for ladies and gents and differently-abled persons and attached toilets for officers' rooms. Lessor shall be ready to lay cable lines and plug points for GSTN all in one computers as per computer engineer's specifications.
32. The lessor will provide the necessary arrangements for the continuous and regular supply of water throughout day and night. The lessor will provide

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electric motor and pump of required capacity as suggested by the Lessee. All maintenance charges in this connection except actual electrical consumption shall be borne by lessor. The required number of water taps as desired, including one directly from Municipal water connection, for drinking water will be provided by lessor, in the premises. Water consumption charges/bills of Municipality will be borne by the lessee. The lessor shall provide sanitary, urinals, toilets, hand-wash basin, towel rails etc. as per the Lessee's requirement exclusively for Lessee's use.

- 33. At the beginning of the tenancy of the lease, the lessor shall carry out the additions/alterations such as partition, office fixtures and fittings to suit the Lessee's requirements. Alternatively, if the Lessee desires to carry out any such alterations at its own cost, the lessor will permit same on the existing terms & conditions and obtain any permission, if required, from local authorities.
- 34. Distemping of the building, polishing/oil painting of the wood and ironwork will be carried out by lessor once in three years. Whenever necessary, the lessor will carry out tenable repairs to the premises. If the lessor fail to do this, the lessee will have right to carry out the repairs and recover the cost from the lessor or from the rent payable to lessor.
- 35. The lessee has the right to vacate the leased premises any time before expiry of the lease period while giving two months notice.
- 36. The offer should remain valid for six months. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of area and price and other terms and condition quoted in the Technical or Financial bids. Such withdrawals/ modifications shall result in forfeiture of the EMD.
- 37. All the pages of the tender document should be signed by the owner or his authorized power of attorney. Any other cutting or use of white ink should be duly signed by the bidder. In case space in tender document is found to be insufficient, the bidder may use separate sheet to provide full information. However, all such sheets should be duly signed.
- 38. The tender will be acceptable only from original owner of the building or person having valid power of attorney. The space offered should be free from all encumbrances/claims and disputes /any liability and litigation with respect to its ownership, lease / renting and pending payments against the offered space.
- 39. The particulars of amenities provided/proposed to be provided inside the property / building complex should be clearly furnished in the Technical Bid, alongwith copies of documents as required. Technical Bids received without these documents are liable to rejection without any reference to the party whatsoever. Originals of these documents / certificates shall be produced for verification, if required, at the time of execution of Lease Agreement.
- 40. All existing and future rates, taxes insurance fee including public liability insurance, property taxes, assessment charges and other outgoings whatsoever of description in respect of the said premises payable by the owner thereof, shall be continued to be paid by lessor.
- 41. All necessary permissions as required shall be obtained by the lessor. In case, the lessor decides to sell the premises, the lessor may dispose of the same subject to lessee's tenancy rights.

42. The lease agreement will contain an undertaking that the lessor shall not during the period of the lease agreement transfer, mortgage, sell or otherwise create any interest in the premises leased affecting lessee's right of occupation and any of the terms of the lease without the consent of the lessee.
43. The owner would be required to get the premises insured against all types of damages due to various causes during the entire period of rent contract.
44. The Customs (Preventive) Commissionerate, Jodhpur Hqrs at Jaipur reserves the right to amend any of these terms and conditions as deemed necessary.
45. Participation in the tender does not entail any commitment from the Customs (Preventive) Commissionerate, Jodhpur, Hqrs at Jaipur.
46. Customs (Preventive) Commissionerate, Jodhpur, Hqrs at Jaipur reserves the right to reject any/all offers, including that of the lowest bidder without assigning any reason. Expenses in connection with drafting and execution of the lease agreement will be borne by lessor.

Read and accepted.

Name & signature with stamp (if any)
of Bidder or Authorized Signatory



ANNEXURE-III
TECHNICAL BID FOR HIRING OF OFFICE ACCOMMODATION

1	i. Name of person submitting the bid (the bidder) ii. Permanent Account Number (PAN) iii. Whether assessed to tax and if so, particulars thereof.	
2	Status of the bidder (Individual/ Partnership Firm/Company/Society/Any other (specify))	
3	i. Name of the person holding title to the property (the owner) ii. Permanent Account Number (PAN) iii. Whether assessed to tax and if so, particulars thereof.	
4	Status of the owner (Individual/ Partnership Firm/Company/ Society / Any other (specify))	
5	Whether the bidder is himself the owner of property offered on rent or Power of Attorney/Duly Authorised signatory of owner (Specify clearly)	
6	Contact details of the bidder	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. including Mobile Numbers	
6.4	Fax No.	
6.5	Email	
7	Contact details of the Owner (if different from the bidder)	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. including Mobile Numbers	
7.4	Fax No.	
7.5	Email	
8	Details of premises: (a) Location & address : (a) No.of floors (b) Super Built up area (floor -wise built up area to be furnished) (c) Total area in each floor including common area i.e sketch plan also) (d) No. of built up rooms / cubicles. (e) details of open area	
8.1	Distance of the premises from Railway Station / Bus stand / Airport	
9	Particulars of occupancy certificate. Enclose attested / self -certified copy of occupancy certificate issued by Competent Authority in case of building whose construction is completed. In case of buildings under construction, the same should be submitted within 30 days of acceptance of bid.	

10	Whether accommodation offered for rent is free from litigation / encumbrances including disputes in regard to ownership, pending taxes / dues or like (enclose copy of Affidavit from owner or Power of Attorney holder)	
11	Space for vehicle parking available exclusively for the lessee (Sq. Ft.) (Inside the boundary wall / covered / underground etc.)	
12	Whether premises located in Commercial/Market or residential area?	
13	Whether the premises offered has necessary approvals / clearances and have all type of licences / permissions required from the central / State / Municipal and local bodies. (Yes/No) (enclose copy of the approved plan/drawing)	
14	Whether willing to carry out additions/ alterations/repairs as per specifications/ plan given by the Lessee (Yes/No)	
15	List of enclosures (attached)	
16	Total Carpet Area offered for rent in Sq.ft NOTE : Definition of Carpet area Carpet area is the area of the premises which is covered but excluding the following portions (i) Walls and columns (ii) Portico / canopy (iii) sanitary shafts (iv) stair case Louvers (vi) lift wells (vii) Air conditioning duct (viii) Balcony (ix) portion below windows sill (x) loft (xi) Parking (xii) Open Terrace (please mention super built-up/built-up area along with carpet area with number of floors	
17	Covered Parking area in Sq.ft. for exclusive use of lessee	
18	Type of flooring : (a) For carpet area (b) For common area	
19	Availability of water supply : (a) Municipal Tap : (Yes / No) (b) Borewell : (Yes / No)	
20	Electricity connection : (a) sanctioned load (b) availability of separate metre : (Yes / No) (c) Minimum electricity load (Required- 1.5 KVA per sq. Feet)	

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21	Mention whether additional load/ 3 phase electric connection, if required by the lessee will be provided at your cost? (Yes / No)	
22	Whether any power backup is available? Specify the capacity (load) & make.	
23	Condition Of the Building: (a) If old building (mention year of construction) (b) New building (mention year of construction) (c) Under construction (mention likely date of completion)	
24	Details of Fire Safety Mechanism, if any :	
25	(a) Whether electrical installation and fitting, power plugs, switches etc. Provided (Y e s / No) (b) Whether building has been provided with fans in all rooms or not? (If yes, give the Nos. Of fans floor wise)	
26	Whether the building is centrally air- conditioned (Yes / No/)	
27	Whether the premises is physucaklly vacant and ready for occupation :(Yes/ No) If not, the date by which the premises would be ready for occupation (after necessary approvals)	
28	What are the other amenities provided/proposed to be provided inside the property/ building being offered by the lessor.	
29	Signage : This office requires right to use Deptt's logos and graphics at he the entrance and within the premises.	
30	Details of building management company including ownership structure.	
31	At the end of the lease term on any renewal thereof, this office shall not be required to reinstate the premises.	
32	Whether the owner / bidder is wiilling to undertake basic manitenance in terms of painting / white wash etc. to be done before occupation of the building by this office, if required at his cost?	
33	Whether the bidder is offering entire building? If not specify the floors / areas not available for lease. Details of such area.	
34	Any other information (Give details)	

NOTES:-

(14)

(15)

1. The carpet area of any floor shall be the covered floor area worked out excluding the following portions of the building-
 - Sanitary accommodation, except mentioned otherwise in a specific case.
 - Veranda, except where fully enclosed and used as internal passages and corridors.
 - Corridors and Passages, except where used as internal passages and corridors exclusive to the unit.
 - Entrance halls and porches, vertical sun breakers, box louvers, Staircase.
 - Shafts and machine rooms for lifts, Barsaties*, lofts, Garages, Air-conditioning ducts and air-conditioning plant rooms,
 - Shafts for sanitary piping and garbage ducts.
2. Rates should not be mentioned here or anywhere in Technical Bid.

DECLARATION

1. I have gone through the Instructions to Bidders(Annexure- I) and the Terms and Conditions for the Tender (Annexure-II) forming part of the Tender Documents and I accept them and agree to abide by them.
2. I,, Son / Daughter of solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it is correct, complete and truly stated. I/We will give the consent as per your standard Performa if you find our premises suitable.

Place:

Date:

*Name in full and block letters

The following documents are to be uploaded along with the "Technical Bid":

- (i) Signed and scanned copy of the proof of payment of Bid Security.
- (ii) Signed and scanned copy of PAN No., GST No. If registered.
- (iii) Signed and scanned copy of 'Letter of Authorisation from the owner to submit Bids', if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
- (iv) Signed and scanned copy of Undertaking (Annexure-V).
- (v) Signed and scanned copy of Tender Acceptance Letter (Annexure-
- (vi) Signed and scanned copy of "Title Deed" showing the ownership of the premises with the bidder.
- (vii) Signed and scanned copy of an 'Affidavit' from owner(s) /Power of Attorney holder that the premises offered are free from litigation / liability / pending dues and taxes.
- (viii) Signed and scanned copy of the approved drawings from local development authority/ municipal body for the premises.
- (ix) Signed and scanned copy of the "Layout Plan" of the premises with exact measurement of the carpet area.
- (x) Signed and scanned copy of the Occupancy Completion Certificate.
- (xi) Signed and scanned copy of the Fire Safety Certificate issued by the Fire Department.
- (xii) Signed and scanned copy of the Latest Property Tax Receipt.

B

Name & signature with stamp (if any)
of Bidder or Authorized Signatory

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ANNEXURE-IV
FINANCIAL BID DOCUMENT

(a) Financial bid undertaking

(b) Schedule of financial bid in the form of BOQ_Officepremises.xls

(a) FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To

The Commissioner,
Customs (Preventive) Commissionerate, Jodhpur,
Hqrs at NCR Building, Statue Circle,
C-Scheme, Jaipur

Dear Sir,

I submit the Financial Bid in respect of your tender published on the CPPP portal onfor taking on rent for your office premises in the city of Jaipur as envisaged in the Bid document.

2. I have thoroughly read and understood all the terms and conditions (including those in Annexure- I, II and III) as contained in the Bid documents, and agree to abide by them

3. I offer to work at the rates as indicated in the Financial Bid (Annexure IV) inclusive of all applicable taxes except GST.

Yours faithfully,

Signature and Name

Authorized
Representative

(b) Schedule of FINANCIAL BID

Subject: Hiring of office building for Office of the Commissioner, Customs (Preventive), Commissionerate Jodhpur, Hqrs at NCR Building, Statue Circle, C-Scheme, Jaipur.

1. Name & address of the person/party submitting the bid (with PAN, complete address & Mobile No.) :

2. Name & address of the owner/Partners/Directors of the offered property (with PAN & Mobile No.) :

S.No.	Name & address of the premises offered	Total Built-up Area (In Sqft.)	Total Carpet Area available (In Sqft.)	Net Carpet Area Offered (In Sqft.)	Rate quoted per Sqft.	Proposed %age of Rent revision	Monthly rent quoted for (Including all amenities)
1							1. Net Carpet Area-Rs. 2. Total Built-up Area-Rs. 3. Total Carpet Area-Rs.

3. Details of all due chargeable taxes:

4. Proposed % of Rent Revision per annum after 3 years of lease period:

Note: Please Refer to the Tender Document:

1. Most competitive per Sqft. rate should be quoted.
2. No separate rent should be paid for (a) underground/covered parking (b) open parking space, inner roads, garden etc. within the compound. The rate quoted shall be inclusive of usage by tenant of all these areas.
3. If it is independent building in a plot then the rent quoted shall give right to the tenant for usage of the total plot area within the boundary of the offered property.
4. The rate quoted shall be exclusive of service tax. But the applicable % of due taxes may be indicated.
5. No advance would be given by the Department as deposit for rent.

I/we have gone through the various terms and conditions mentioned in the Tender Document and I/we agree to abide by them. I son/daughter of solemnly declare to the best of my knowledge and belief, the information given above are correct, complete and true.

Date:

Signature & stamp of the owner /bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s). (also indicate the capacity in which signing, whether on his own behalf or as Power of Attorney / Authorised Signatory of the owner.)

ANNEXURE-V

UNDERTAKING BY THE BIDDER

1. I/We undertake that I/We or my/our firm M/s..... has not been blacklisted by any Govt. Department/Public Sector Undertaking/ Autonomous Body.
2. I,son/daughter/wife of Shri , Proprietor/Partner/Director/authorized signatory of M/s..... am competent to sign this declaration and execute this tender document.
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
4. The information / documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. may be blacklisted and shall not have any dealing with the Department in future.

Place:

Date:

Signature of the authorized Signatory of the firm/Company/Organization

Office Stamp/Seal:

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ANNEXURE-VI

TENDER ACCEPTANCE LETTER

(To be given on Company letter head, if bidder is firm, co. etc.)

To

The Commissioner,
Customs (Preventive) Commissionerate, Jodhpur
Hqrs at NCR Building, Statue Circle,
C-Scheme, Jaipur. Rajasthan.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work:

Dear Sir,

1. I/ We have downloaded the tender document for the above mentioned "Tender" from the CPPP portal as per your advertisement, given in the above mentioned website.

2. I / We hereby certify that I / we have read all the entire terms and conditions of the tender document given in:-

- i. Notice Inviting Tender
- ii. Instructions to bidders (Annexure-I),
- iii. Terms and Conditions for the Tender (Annexure-II),
- iv. Technical Bid (Annexure- III),
- v. Financial Bid (Annexure- IV),
- vi. Undertaking by the bidder (Annexure-V),
- vii. Instructions for online bid submission (Annexure-VII), and
- viii. Format of Standard Lease Agreement (Annexure-VIII)

which form part of the tender document and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by the department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department may, without giving any notice or reason therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the earnest money deposit.

Yours Faithfully,



(Signature of the Bidder, with Official Seal)

ANNEXURE-VII

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS /RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned office, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

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Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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ANNEXURE VIII
FORMAT OF STANDARD LEASE AGREEMENT

THIS AGREEMENT MADE DAY OF
THIS..... TWO THOUSAND AND BETWEEN
.....hereinafter called "The Lessor" (which expression shall
include its successors assigns, administrator, liquidators and receivers, wherever the context of
meaning shall so require or permit) of the one part AND the PRESIDENT OF INDIA
(hereinafter referred as "THE GOVERNMENT OF INDIA" or "Lessee") of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, hired it aments and premises known as.....together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE "A".
2. The lease shall commence/shall be deemed to have been commenced* on the.....day of.....two thousand one hundred and..... and shall, subject to the terms hereof, continue for a term of 3 (Three) years with an option to extend the period of lease for a further term as set out in clause 14 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs..... (in words Rs.) per month, which also includes a sum of Rs.....towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.
4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule B and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.
5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.
6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.
7. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner there of, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the

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constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India shall be as determined by the Central Public Works Department of the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

8. The Government of India shall pay all charges in respect of electricity power, light and water, used on the said premises during the continuance of these presents.

9. The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Government of India in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the Government of India may cause the repairs specified in the notice to be executed at the expense of the Lessor and the cost thereof may, without prejudice to any other mode of recovery, be deducted from the rent payable to the Lessor.

10. The Government of India may, at any time during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office, fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of India who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

11. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes, not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof.

12. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

13. The Lessor agree with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

14. If the Govt. of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal.

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"Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final

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decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee".

"Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted".

15. The Government of India shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.

16. Any notice to be made or given to the Government of India under these present or in connection with the said premises shall be considered as duly given if sent by the Lessor, through the post by registered letter addressed to the on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of Post.

17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi. The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at..... The arbitration proceedings shall be conducted in Hindi/English/.....*. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the Government of India.

18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

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SUNITA VERMA
Dy. Commissioner (P&V)
Customs Commissionerate
Jaipur