



भारत सरकार  
GOVERNMENT OF INDIA  
वित्त मंत्रालय, राजस्व विभाग

MINISTRY OF FINANCE, DEPARTMENT OF REVENUE

राष्ट्रीय सीमा शुल्क, अप्रत्यक्ष कर एवं नार्कोटिक्स अकादमी, जोनल कैम्पस, भोपाल  
NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES & NARCOTICS, ZONAL CAMPUS, BHOPAL

सागर लैंडमार्क, कमर्शियल ब्लॉकए SAGAR LANDMARK COMMERCIAL BLOCK

अयोध्या बायपास रोड, भोपाल-462 041ए AYODHAYA BYPASS ROAD, BHOPAL-462 041

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F.No. II(01)2/NACEN/BPL/2015-Part-I

Bhopal dated 17.01.2022

### NOTICE INVITING TENDER

**FOR HIRING OF OFFICE PREMISES AT BHOPAL (M.P.)  
FOR OFFICE OF THE ADDITIONAL DIRECTOR GENERAL,  
NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES & NARCOTICS, ZONAL CAMPUS,  
BHOPAL**

1. Online bids are invited on single stage two-bid system for hiring of office premises for the office of Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics (NACIN), Zonal Campus (ZC), Bhopal at the place shown in the table given below for an initial period of 3 (Three) years which may be extended from time to time, if required by the Department, having specifications and facilities as mentioned in the tender document. **Manual bids will not be accepted.**

S.No.	Description
1.	Net Carpet Area of Premises: approx. <u>9500 Sq. ft. (883 Sq. Mtr.)</u> (+/- 10%)
2.	<b>Premises should be in Bhopal conforming to the location and other requirements specified in the tender, preferentially in the city (preference will be given to the premises nearby within 4 kms – 5 kms, located near New GST Bhawan, 35-C, Administrative Area, Arera Hills, Bhopal - 462011).</b>

**2. Document Download:** Tender documents may be downloaded from CBEC website [www.cbec.gov.in](http://www.cbec.gov.in) and NACIN website [www.nacen.gov.in](http://www.nacen.gov.in) (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under. In the event of any of the under-mentioned date being subsequently declared as a holiday / closed day for this office, the tenders will be opened on the next working day at the scheduled time.

#### Data Sheet

Item	Description
Name of the Hirer	NACIN, ZC, Bhopal
Tender Inviting Authority	Additional Director General (ADG), NACIN, ZC, Bhopal
Tender Name	Hiring of Office Premises
Tender No. and Date	<u>03/NACIN/BPL/2021-22 dated 17.01.2022</u>
Method of Selection	Open Tender
Availability of Tender Documents	To be downloaded from Central Public Procurement Portal at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

Mahesh Kumar Yadav  
Deputy Director

Mohanlal Ubharey  
Assistant Director

Shailaja Ajay Mishra Tiwari  
Addl. Assistant Director

Naveen Kumar Gupta  
Addl. Assistant Director

Ram Lakhan Meena  
Addl. Assistant Director

Date and time of Tender notice issuance	<b><u>17.01.2022 16:00 Hrs. (04:00 PM)</u></b>
Pre-bid Meeting Date, Time & Place	<b><u>27.01.2022 (12:00 Noon)</u></b> at O/o The Additional Director General, at NACIN, ZC, Sagar Landmark, Ayodhya Bypass Road, Bhopal (M.P.)
Last date and time for Bid/Proposal submission (On or before)	<b><u>08.02.2022 16:00 Hrs. (04:00 PM)</u></b>
Technical Bid Opening Time, Date & Venue	<b><u>10.02.2022 14:00 Hrs. (02:00 PM)</u></b> at NACIN, ZC, Sagar Landmark, Ayodhya Bypass Road, Bhopal (M.P.)
Financial Bid Opening Time, Date & Venue	<b><u>22.02.2022 14:00 Hrs. (02:00 PM)</u></b> at NACIN, ZC, Sagar Landmark, Ayodhya Bypass Road, Bhopal (M.P.)
Language of Bid Submission	<b>ENGLISH</b>
Currency	<b>Indian Rupees (INR)</b>
Name and Address for Communication and seeking clarification	<b>Sh. Mohan Lal Ubharey, Assistant Director, at NACIN, ZC, Sagar Landmark, Ayodhya Bypass Road, Bhopal (M.P.)</b> <b>Phone: 0755-4942135, Mobile - 7489364016</b>
Period of Hiring	<b>Three years w.e.f. date of Possession of the Hired Premises</b>

**CRITICAL DATE SHEET**

Publish Date	<b><u>17.01.2022 (04:00 PM)</u></b>
Bid Document Download / Sale Start Date	<b><u>17.01.2022 (05:00 PM)</u></b>
Bid Submission Start Date	<b><u>17.01.2022 (06:00 PM)</u></b>
Pre-bid Meeting Date	<b><u>27.01.2022 (12:00 Noon)</u></b>
Bid Document download/ Sale End Date	<b><u>08.02.2022 (04:00 PM)</u></b>
Bid Submission End Date	<b><u>08.02.2022 (04:00 PM)</u></b>
Technical Bid Opening Date	<b><u>10.02.2022 (02:00 PM)</u></b>
Financial Bid Opening Date	<b><u>22.02.2022 (02:00 PM)</u></b>

**3. Tender Conditions:****Bid Submission:**

(i) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer are advised to follow the instructions “Special Instructions to Bidders for e-submission of the bids online through eProcurement Portal” available on the <https://eprocure.gov.in/eprocure/app> (given at Annexure-VI for ready reference) for online submission of bids. Bid documents may be scanned with black and white option which helps in reducing size of the scanned document.

(ii) 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 EMD in respect of each of such premises. A breach of these conditions will render the tenders liable to rejection.

(iii) The tenderer must provide Bank Guarantee or Fixed Deposit Receipt (FDR) of Rs. 50,000/- (Rupees Fifty Thousand only), in favor of the “Additional Director General (ADG) NACIN, ZC, Bhopal”, as ‘Earnest Money Deposit’ (EMD), valid for atleast six (06) months, and must reach the tender inviting authority at Sagar Landmark, Ayodhya Bypass Road, Bhopal, (M.P.) 462041 on or before Bid Submission End Date. The

applicable charges shall be borne by the tenderer and he shall not have any claim whatsoever on this account on Government. Tender not accompanied with the EMD is liable to be rejected. However, public sectors undertaking / Govt. undertaking firms are exempted from the payment of EMD. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process and no interest shall be paid on it. However, the EMD shall 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 process.

(iv) Interested persons who are legal owner or Power of Attorney holder, who has downloaded the tender from designated website of Central Public Procurement Portal (CPPP) [website <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 tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

(v) Intending tenderers are advised to visit the CBEC website [www.cbec.gov.in](http://www.cbec.gov.in); NACIN website [www.nacen.gov.in](http://www.nacen.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

### **Submission of Tender**

(i) The tender should be submitted online in two parts viz. (a) "Technical Bid" which should contain technical parameters like Address of the building, Carpet area as well as Built Up area, year of construction, design of the premises, availability of sufficient parking space and other requirements as given in the terms and conditions attached herewith and (b) "Financial Bid" which should indicate the rent proposed to be charged per square feet and other financial terms and conditions.

- 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.
- The offers submitted by telegram/fax/email/post/courier shall not be considered. No correspondence will be entertained in this matter.

### **Technical Bid:**

The following documents are to be furnished by the bidder along with the 'Technical Bid' as per the tender document:

- Signed and scanned copy of proof for payment of Earnest Money Deposit.
- Signed and scanned Copy of the 'Technical Data Sheet' (refer Annexure-II).
- Signed and scanned copy of Permanent Account Number (PAN) & GST Registration.
- Signed and scanned copy of the 'Letter of Authorisation to submit bids' if submitted by the person other than the owner(s)/power of attorney holder.
- Signed and scanned Copy of the Declaration (refer Annexure-IV) and Tender Acceptance Letter (refer Annexure-V).
- Signed and scanned Copy of the "Title Deed" showing the ownership of the premises or copy of Power of Attorney with the land owner (Copy of proof of ownership / Power of attorney)
- Signed and scanned Copy of the 'Affidavit' from owner(s)/power of attorney holder and if tender is submitted by the power of Attorney Holder, an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation / incumbrances / / Liability / pending dues and taxes.

## E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

- Signed and scanned Copy of the approved drawings from LOCAL DEVELOPMENT AUTHORITY or any other competent authority of the area offered for rent/hire, certified copy of Land Deed, Municipal Corporation tax receipts.
- Signed and scanned Copy of the Location Map of the proposed property
- Signed and scanned Copy of the Approved layout plan of the offered premises with exact measurement for carpet area, from the competent authority.
- Signed and scanned Copy of the 'Completion Certificate'/'Occupancy Certificate' of the offered space / building from the competent authority.

### **Financial Bid:**

The following documents are to be furnished by the bidder along with the 'Financial Bid' as per the tender document:

- Signed and scanned copy of the "Financial Bid" (Annexure-III). **Do not quote the monthly rate of rent elsewhere. The rate per Sq. Ft. of carpet area should be indicated only in the BoQ Format (.xls file).** It is to be noted that the rate per Sq. Ft. of carpet area is to be inclusive of all costs of services / charges for the maintenance of common facilities, taxes etc. except GST.
  - Signed and scanned copy of the undertaking on non-judicial stamp paper of requisite value duly signed by legal owner or his power of attorney holder that the bidder shall not back out / cancel the offer / offers made to the Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal during the validity period.
- (ii) The bidder should refrain from indicating the rents and other financial details in the 'technical bid' and if they do so, the bid will be rejected.

### **4. IMPORTANT NOTE:**

A. Finalization of rent based on parking area, location & quality of construction etc. is subject to certification by CPWD / hiring committee and is also subject to the final approval & sanction by Government of India, as per rules framed in this regard.

B. The bids will be opened online at the office of the Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal at the scheduled date and time. 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. After evaluation of the technical bids, bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, a system generated 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 and 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.

C. The hard copy of the original instrument in respect of the EMD, original copy of undertaking/affidavits, self-attested copies of the certificates and other requisite documents must be delivered to the tender inviting authority in his office on or before the last bid submission date, as mentioned in the critical date sheet. After opening of the Technical Bid online, the original documents as per the requirement of e-tender document will be verified by the office of the Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal. The Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal 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.

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

D. Following Annexures form part of this tender document:

- i) General Instructions and Terms & Conditions: Annexure-I
- ii) Formats of Technical Bid: Annexure-II (with Undertaking)
- iii) Format of Financial Bid: Annexure-III
- iv) Declaration: Annexure-IV
- v) Tender acceptance letter: Annexure-V
- vi) Instructions for online bid submission: Annexure-VI
- vii) Format of Standard Lease Agreement: Annexure-VII
- viii) BoQ (Bill of Quantity) in .xls format

(Lokesh Kumar Lilhare)  
ADDITIONAL DIRECTOR

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

**ANNEXURE-I**

**TERMS AND CONDITIONS:**

1. Bonafide owners of the premises / power of attorney holder, who possess freehold title on the said premises, and who can as per the law lease the premises to NACIN, Zonal Campus, Bhopal are only invited to participate in the tender. Tender from intermediaries or brokers will not be entertained.
2. The offers received from Public Sector Undertakings/Government bodies would be given preference.
3. Tenders received after the due date and time, for whatever reason, shall not be entertained and this office shall not be responsible for any loss or delay in delivery of the Tender documents.
4. The approved land use of the building from the respective State Government Authorities or Local Authority should be “commercial”.
5. The building should be conforming to all the building norms and safety norms as specified by local Development Authority/ Municipal Authorities or other Govt. Agency.
6. The building should have all the necessary approvals/clearance from the concerned local Development Authority/Municipal Authorities and Completion Certificate/Occupancy Certificate issued by the Competent authority.
7. The building should be conforming to the fire-fighting norms and should have clearance certificate / NOC from the concerned Fire department. The building should also be complying to all other safety norms like earthquake and flood resistance etc. as required under the law.
8. The premises offered must comply with the minimum amenities/facilities as specified below:
  - i. The building should be located on sufficiently wide road and the approach to the offered building should be convenient and non-congested.
  - ii. The building should be operative 24 x 7 so that the office work beyond normal working hours and on non-working days is not hampered or stalled.
  - iii. Sufficient earmarked / reserved parking (minimum 8 to 12 for four wheelers and about 8 to 12 for two wheelers) exclusively for use of the hirer must be provided. In addition to above parking space, ample space for car/ two-wheeler parking should be available for trainees/visitors.
  - iv. The entire carpet area offered for rent should be located in one building and it should be contiguous. If the offered space is in multiple floors; it should be in contiguous floors. The space offered by reserving the entire floor(s) exclusively for NACIN shall be preferred.
  - v. The building should have provision for electrically operated lifts with assured power backup, if the entire office space is not on ground floor. It would be preferred if the lift is reserved/designated exclusively for use of NACIN Bhopal.
  - vi. The entire carpet area offered for rent should be for exclusive use of the hirer and no passage of any other person should be allowed through this area.
  - vii. The building should have adequate natural lighting and proper ventilation.
  - viii. The offered premises should have 12-15 halls (approx. size ranging from 500 sq. ft. to 1200 sq. ft). Out of these halls, preferably 01 (one) hall of area above 1000 Sqft. (approx) and 01 (one) hall of area above 500 Sqft. (approx) should be with raised platform for podium/lecturer etc. and should be free from all types of

### E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

obstructions (such as pillars etc) as these are required for setting up of training class rooms. Theatre-style-seating / Stepped Layout in the main / largest training hall will be preferred. In addition, preferably 01 hall should be of area above 1200 Sqft. each (approx), 01 – 02 halls should be of area above 1000 Sqft. each (approx), 02 halls should be of area above 500 Sqft. each (approx), 03 halls should be of area above 400 Sqft. each (approx) and 05 halls should be of area above 300 Sqft. each (approx). Moreover, rooms of various sizes with toilet facilities should be provided for office staff as per the layout given by NACIN, Zonal Campus, Bhopal.

ix. If the offered area is in the form of halls, suitable partitions for making rooms shall be provided by the bidder as per the requirement of the department. The cost of making these partitions should be borne by the bidder. The tentative details of the rooms required by this office are as under –

S.No.	Number of Rooms	Area (Sq.Ft. per room approx.)	Approx. Total Area (Sq.Ft.)
1.	<u>2</u>	<u>250</u>	<u>500</u>
2.	<u>3</u>	<u>190</u>	<u>570</u>
3.	<u>3</u>	<u>160</u>	<u>480</u>
4.	<u>4</u>	<u>120</u>	<u>480</u>
5.	<u>3</u>	<u>40</u>	<u>120</u>

x. The building should be fitted with lights, fans and other electrical and civil fittings and fixtures.

xi. The offered premises should have installed Air Conditioning facility.

xii. The building should have adequate toilet facilities separately for Ladies and Gents on each floor of the proposed area.

xiii. The premises should have suitable power supply for commercial operations and also compulsorily to have 100% power back-up.

xiv. All internal and external walls should be painted with good quality paint at the time of handing over the premises.

xv. There should be provision of ceramic tiles / marble flooring in general areas and vitrified tiles in the cabins of senior officers.

xvi. Throughout the period of lease, cleaning in common area and maintenance (civil, electrical, mechanical, plumbing including consumables etc.) shall be responsibility of the owner and the owner shall also carry out periodical repairs. No additional/ separate charges shall be paid for the same by the Department. The scope of maintenance would be broadly as under:

- Round the clock general security to the premises, access control and regulating visitor movement.
- Periodical maintenance of the building, which includes painting/ cleaning of the exteriors and all the common areas of the building.
- Day to day housekeeping and maintenance of all common areas including pavement, landscape, common garden area and provisions of consumables for the same.
- Maintenance of all Elevators including payment of AMC.
- Lighting of common area and provisions of consumables for the same.
- Provision and marking of building directory.
- Maintenance of water supply system.
- Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.
- Provisions of signage pertaining to common services.
- Maintenance and running of motors and water pumps installed at the premises.
- Maintenance and running of common DG sets, Air conditioners and payment of their insurance and AMC.

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

- Regulating vehicle movement within the premises.
- Maintenance of green area and plotted plants.

xvii. The Department reserves the right to carry out suitable alterations by way of partitions, office fixtures, fittings etc. for the effective use of the office space hired during the lease period/ extended lease period.

xviii. The owner should be willing to make alteration / additions as per requirement of the hirer and suitable provision is to be made for physically challenged persons.

xix. The layout of the offered space should be in accordance with the requirement of National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal for various rooms as per the staff strength. The owner may be required to carry out such alterations to the existing partitions / fixtures and fittings as may be specified by the hirer to make it suitable for its use. The owner should provide telephone and intercom wirings on each desk.

xx. There should be continuous water supply in the premises for various usages.

9. The premises offered should be secure and in reasonably ready condition and the owners / power of attorney holders of the premises will have to hand over the possession of the premises within 45 days from the date of acceptance of their offer.

10. During the validity period of the offer, the bidder should not withdraw / modify in the terms of area and price and other terms and conditions quoted in Technical or Financial Bids. As such, the bidder is required to submit an undertaking on non-judicial stamp paper of requisite value duly signed by legal owner or his power of attorney holder that the bidder shall not back out / cancel the offer / offers made to the Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal during the validity period.

11. All the individual pages of the offer are to be signed and over-writing, if any, to be duly initialed by the owner / landlords / power attorney holders or his authorized signatory.

12. The opening of the Financial Bids shall be done on the date and time fixed in this regard. The financial bids of only those bidders will be opened which are short-listed after assessing the suitability of the offered premises, compliance to technical specifications, verification of their credentials and other liabilities. The date and timing of opening of financial bids is already fixed and no further communication shall be made in this regard. However, in case of change in time / date of opening of financial bids, the bidders will be notified about the changed date and time of opening of financial bids.

13. Tenders not accompanied with 'Earnest Money Deposit' will be treated as non-responsive and will be rejected at the initial stage itself "as Tenders received without EMD". After completion of the tender process, the EMD will be returned to the unsuccessful bidders. The successful bidder will also get the earnest money refunded. No interest is payable. However, in case of refusal of giving possession of the space, the earnest money will be forfeited.

14. The Technical bids shall be opened in the first instance. The physical inspection of the premises will also be carried out to verify whether the premises comply with the terms and conditions of this tender document. Before accepting the Technical Bid, all the documents and space/Building shall be inspected by a committee authorized by the Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal and only those premises found suitable & meeting the eligibility criteria in all respects shall be proceeded with for opening the financial bid and such decision of the Hiring/Technical Committee shall be final. The particulars of amenities provided/proposed to be provided inside the property/building complex should be clearly indicated in the Technical Bid.

15. The possession of the premises will be given to the National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal after completion of entire work as per their requirement and specifications.



### E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

Subsequent to the possession, if it is observed that any item or work remains unattended or is not in accordance to their specifications, the owner/landlord will have to complete the same within a reasonable time from the date of possession of the premises and in case of any default, the National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal will have the right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the owner / landlords.

16. Since the National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal is the lessee/hirer, the owner/power of attorney holder has to insure the premises/assets rented/hired against risks like fire or natural calamity at his (owner's) own cost and the National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets.

17. All the statutory clearances and permissions required for construction/modification/additions/alterations and leasing of the premises to the National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal shall be obtained by the owner/ landlord at his own cost.

18. Finalization of rent based on location and quality of construction is subject to certification by CPWD / hiring committee and subject to final approval and sanction by Government of India, as per rules framed in this regard.

19. Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of National Academy of Customs, Indirect Taxes and Narcotics, Campus, Bhopal. The registration charges, stamp duty for registration of lease deed etc. are to be borne by the owner /landlord.

20. The bidder is required to enter into STANDARD LEASE AGREEMENT (SLA) in the prescribed format approved by the Central Government, the copy of which is enclosed for reference (Annexure-VII).

21. The period of lease should be for duration of minimum Three (03) years from the date of possession of the hired premises.

22. The Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal reserves the right to amend these terms and conditions as deemed necessary.

23. Participation in the tender does not entail any commitment from the Additional Director General, National Academy of Customs, Indirect Taxes and Narcotics, Zonal Campus, Bhopal. He reserves the right to reject any / all offers, including that of the lowest tender without assigning any reason.

24. The bidder shall quote expected amount of rent per Sq. Ft. per month for the premises being hired in the financial bid. However, payment of rent will be subject to the issuance of "Fair Rent Certificate" by CPWD as per the procedure laid down by the Government.

25. No security deposit or advance rent shall be paid by the Department as per the existing policy. Payment of rent will be made on monthly basis by this office.

26. Maintenance charges are to be borne by the owner/lessor. In addition, all Corporation/Municipal Taxes, Cess, Water Charges or any other Taxes as applicable during the period of lease shall be borne by the owner/power of attorney holder. All these charges/taxes are deemed to be part of monthly rent per Sq. Ft. of carpet area quoted by the bidder. The monthly rent will be exclusive of GST. Applicable GST shall be reimbursed by the Department on actual basis. GST will be reimbursed subject to proof of its payment.

27. Electricity bills as per actual consumption shall be borne by the Department.

28. No brokerage shall be paid by the Department.

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

29. The payment terms mentioned in the financial bid shall be strictly followed.
30. If at any stage it is found that any of the details / documents furnished by the bidder is false / misleading / fabricated, his/her bid would be liable for cancellation without intimation to the bidder.
31. Expenses in connection with drafting and execution/registration of the lease agreement with the concerned authority will be borne by the lessor.
32. The NACIN, Zonal Campus, Bhopal shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the owner/power attorney holder by giving three months' notice in writing. The owner/power attorney holder shall not claim/ be entitled for any compensation/rent for the unexpired period of lease. The right to terminate the lease before the expiry of lease period will vest only with the Additional Director General, NACIN, Zonal Campus, Bhopal.
33. The NACIN, Zonal Campus, Bhopal will at the expiration of the lease term or any extension thereof (if agreed to mutually) deliver up possession of the rented premises to the owner/power of attorney holder in the nearly same condition as at the time of commencement of initial lease. Wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God excepted; but this condition shall not be construed to render the NACIN, Zonal Campus, Bhopal liable to do any repairs of any kind to the rented premises
34. The owner / the holder of power of attorney should intimate in writing the likely date of handing over of the premises.
35. After receipt of NACIN, Zonal Campus, Bhopal's confirmation for leasing of the premises which is considered to be most suitable / reasonable and its acceptance, if owner/power attorney holder backs out on account of any reason, the owner/power attorney holder is liable to pay the NACIN, Zonal Campus, Bhopal the full expenditure incurred by the NACIN, Zonal Campus, Bhopal from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process. Such bidders are also liable for action as per law.
36. Most competitive rate per month per Sq. Ft. of carpet area should be offered / quoted in Financial Bid [BoQ in .xls format] for the entire agreement period of three (03) years. No separate rent would be paid for underground/covered parking, open parking space, inner roads, garden etc. within the compound. Rate per month per Sq. Ft. of carpet area quoted in the financial bid is deemed to be inclusive all charges/taxes except GST. GST will be reimbursed separately over and above the monthly rent.
37. **The rent demanded per month per square feet of the carpet area will constitute the Financial Bid. The said rate per Sq. Ft. of the carpet area is to be deemed to be inclusive of all charges/ taxes etc. except GST**

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

**ANNEXURE-II (TECHNICAL BID)**

TECHNICAL BID SHOULD INTER-ALIA CONTAIN DEATAILS AS FOLLOWS:

**PART – I**

<b>S. No.</b>	<b>Item</b>	
1	Full particulars of the legal owner / holder of power of attorney of the offered premises:	
	i) Name	
	ii) Address of office & Residence	
	iii) Telephone No./Mobile No.	
	iv) Tele Fax	
	v) E-Mail Address	
	vi) Permanent Account Number (PAN)	
	vii) The exact location and postal address of the premises/accommodation with map	
2	Full particulars of person(s) offering the premises on rent/lease and submitting the tender	
3	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner)	
4	Type of building — whether commercial or not	
5	a) Complete Address and location of the building.	
	b) Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise area) (Enclose Certified Sketch / Layout Plan also)	
6	Detailed approved plan of the accommodation	
7	Date of Construction	
8	Exact carpet area offered for rent (Carpet area offered for rent does not include area of verandah, corridor and passage, staircases, basement/ covered parking, toilets, wall/columns, balcony, , portico, shafts, lift arches, air-conditioner ducts, lofts etc.)	
9	Exact built up area	
10	Number of Floor(s) being offered	
11	No. of floors in the building	
12	Other Facilities and amenities available with the building	
13	Number of lifts available/carrying capacity, provide details of its make, type, model and company	
14	Parking space available for exclusive use of the department- Whether covered / open, location / Nos. of vehicles that can be parked 4-wheelers / 2-wheelers	
15	Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes/ dues or like (enclose copy of Affidavit from owner or Power of Attorney holder)	
16	Clearances/no-objection certificate from the respective Central/State/Municipal authorities and Fire Department for use as office/commercial premises conforming the municipality laws	
17	a) Whether running water, drinking and otherwise, available round the clock.	

**E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)**

	b) Whether sanitary and water supply installations have been provided for?	
18	Whether separate electricity and sufficient installed capacity has been provided for?	
19	Sanctioned electricity load	
20	a) Details of power back-up facility/ sanctioned Electricity Load	
	b) Whether electrical installation and fitting, power, plugs, switches etc. provided or not?	
	c) Whether building has been provided with fans in all rooms or not? (If yes, give the Nos. of fans floor-wise)	
21	Details of Fire Safety Mechanism	
22	Specify the lease period (minimum three years and provision for extension)	
23	Whether the building is earth quake resistant?	
24	Specify if there are ready built rooms / cabins suitable to the NACIN, Zonal Campus, Bhopal or undertake to make cabins as per requirement.	
25	Any other salient aspect of the building, which the owner/power of attorney holder may like to mention:	

**Part-II**

**26. Qualification criteria / Essential conditions to meet the suitability for office space:**

(i)	Whether the building is located on a wide road and the approach to the offered building is convenient and non-congested?	
(ii)	Whether entire carpet area offered for rent is for exclusive use of the hirer? Whether any passage to any other person had been allowed through this area?	
(iii)	Whether the entire carpet area offered for rent is in one building?	
(vi)	Whether the entire area offered is contiguous?	
(viii)	If the space is offered on different floors, whether they are contiguous floors and internally connected?	
(ix)	Whether there is earmarked/reserved parking for about 8 to 12 for four wheelers and about 8 to 12 for two wheelers exclusively for the hirer. Whether there is adequate parking space for trainees'/visitors' vehicles.	
(x)	Whether the premises offered is secure and in reasonably ready condition?	
(xi)	Whether the building conform to the firefighting norms and in possession of latest clearance / certificate from Fire department?	
(xii)	Whether the building has the provision for electrically operated lifts with assured power backup, if the entire office space is not on ground floor?	
(xiii)	Whether the building is operative 24 x 7?	
(xix)	Whether all the requisite documents mentioned in the tender are submitted?	

**Note:** The conditions mentioned above are essential and must be met to satisfy the eligibility criteria. In case these conditions are not met, the bid is liable to be rejected.

**27. List of Enclosures:**

Attested/certified scanned copies of the following documents are required to be uploaded on CPPP portal along with the Technical Bid. Technical Bids received without these documents are liable to be rejected without any reference to the party whatsoever. Originals of these documents/certificates shall be produced at the time of execution of Lease Agreement.

1. "Title Deed" showing the ownership of the premises and/or copy of Power of Attorney with the land owner (Copy of proof of ownership / Power of attorney).
2. Certified copies of approved drawings from LOCAL DEVELOPMENT AUTHORITY or any other competent authority of the area offered for rent/hire, certified copy of Land Deed, Municipal Corporation Tax Receipts.
3. Location Map of the proposed property.
4. Approved layout plan of the offered premises with exact measurement for carpet area.
5. Completion certificate/Occupancy Certificate of the offered space / building from the competent authority.
6. Affidavit from owners/power of attorney holder and if tender is submitted by the power of Attorney Holder, an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation / Liability /pending dues and taxes.

**UNDERTAKING**

I/We .....son/daughter of  
....., have gone through the various  
terms and conditions mentioned in the tender documents and I/we agree to abide by them. I/We  
....., solemnly declare that, to the best of my/our  
knowledge and belief the information given above and in the enclosures accompanying it is correct complete  
and truly stated.

Place:

Date :

Signature of Legal Owner/Power of Attorney Holder/Authorized Person

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)  
**ANNEXURE-III (FINANCIAL BID)**  
**FINANCIAL/ PRICE BID UNDERTAKING & SCHEDULE**

- (a) Price bid undertaking.  
(b) Schedule of price bid.

**(a) PRICE BID UNDERTAKING:**

From: (Full name and address of the Bidder) \_\_\_\_\_  
\_\_\_\_\_

To,

The Additional Director General,  
National Academy of Customs, Indirect Taxes  
& Narcotics (NACIN)  
Sagar Landmark, Ayodhya Bypass Road,  
Bhopal (M.P.) 462041

Sir,

- 1) I submit the Price Bid for (please give the name/address/details of the building) as envisaged in the Bid document. **(Do not furnish the rent and other amounts here which should be indicated only in the BoQ format.)**
- 2) I have thoroughly examined and understood all the terms and conditions as contained in the tender document, and agree to abide by them.
- 3) I offer to rent out accommodation for your office at the rates as indicated in the Financial/Price Bid in excel format, excluding GST.

**(b) SCHEDULE OF PRICE BID:**

Sl. No.	Item	
1	Name & Address of the applicant with Phone Nos.	
2	Status of the applicant with regard to Building / Accommodation offered for hire (Owner or Power of Attorney Holder)	
3	Full particulars of the owner: i) Name ii) Address of office/ Residence iii) Telephone No./Mobile No. iv) Tele Fax v) E-Mail Address vi) PAN (Photocopy)	
4	Complete details of the building offered viz. Complete postal address of the location	
5	Net Carpet Area offered (in Sq. Ft.) as defined in Tender document	

Yours faithfully

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

**ANNEXURE-IV**  
**DECLARATION**

I / We ....., have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the TENDER documents and agree to abide by the same in totality. It is hereby declared that the particulars of the buildings etc. as furnished against the individual items are true and correct as per my / our knowledge and belief and in the event of any of the same being found to be not true, I / We shall be liable to such consequences / lawful action as the NACIN / Department may wish to take.

**Signature with date of Legal Owner/Power of Attorney Holder/Authorised Person**



E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)  
**ANNEXURE-V**  
**TENDER ACCEPTANCE LETTER** (To be given on Company Letter Head)

Date:

To,

The Additional Director General,  
National Academy of Customs, Indirect Taxes and Narcotics,  
Zonal Campus,  
Bhopal (M.P.).

Sub: Acceptance of Terms & Conditions of Tender Reference No: 03/NACIN/BPL/2021-22  
Name of Tender:- HIRING OF OFFICE PREMISES

Dear Sir,

1. We have downloaded the tender document(s) for the above mentioned 'Tender' from the website(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website.
2. We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_ to \_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of Legal Owner/Power of Attorney Holder/Authorised Person

**ANNEXURE-VI**

**Special Instructions to the Contractors/Bidders for e-submission of the bids online through the e-Procurement Portal**

(also available on CPPP <https://eprocure.gov.in/eprocure/app> under the weblink ‘Help for Contractors’)

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 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

## E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

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 official, latest by the last date of bid submission or as specified in the tender documents. The details of the EMD/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. 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.

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.

## E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

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.

**ANNEXURE VII**

**STANDARD LEASE AGREEMENT**

AN AGREEMENT MADE ..... DAY ..... OF ..... Two thousand and twenty-one/twenty-two 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 and twenty-one/twenty-two and shall, subject to the terms hereof, continue for a term of..... 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.....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 not liable to revision during the period of lease or renewal, if any, of the lease and can be considered for revision 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

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

to the 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.

“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 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”.

E-Tender for Hiring of Office Premises for NACIN ZC, Bhopal (M.P.)

“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.

