OFFICE OF THE COMMISSIONER OF CUSTOMS,
NEW CUSTOM HOUSE, KANDLA (GUJARAT) 370 210
Phone No. 02836-271468 / 469, Fax No.: 02836-271467

F.No. S/22-08/18-19/ADM

Dated: 04.04.2019

NOTICE

SUB:- NOTICE FOR INVITING OFFLINE TENDER FOR HIRING OF OFFICE
SPACE FOR CUSTOM LAB UNDER THE JURISDICTION OF CUSTOM HOUSE,
KANDLA THROUGH OFFLINE MODE.

1. Office of the Commissioner of Customs, Custom House, Kandla invites tender for calling -quotations for hiring of office space for Custom lab under the jurisdiction of Custom House, Kandla.

2. The document containing General Terms & conditions, pre-qualification requirements etc are available on our departmental website http://kandlacustoms.gov.in for reference only and can be downloaded free of cost.

3. Tender Critical Date Sheet

<table>
<thead>
<tr>
<th>Tender Publishing Date &amp; Time</th>
<th>04.04.2019 at 06:30pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Submission Start Date &amp; Time</td>
<td>04.04.2019 at 06:30pm</td>
</tr>
<tr>
<td>Bid submission End Date &amp; Time</td>
<td>21.04.2019 at 11:00am</td>
</tr>
<tr>
<td>Bid Opening Date &amp; Time</td>
<td>22.04.2019 at 11:00am</td>
</tr>
</tbody>
</table>

4. Interested bidders/Service Providers/reputed firms providing such services may submit their bids in the prescribed format with all the necessary documents on or before bid submission closing date & time.

(Mukesh Chadha)
Assistant Commissioner,
Customs House, Kandla
NOTICE FOR INVITING OFFLINE TENDER FOR HIRING OF OFFICE SPACE FOR CUSTOM LAB UNDER THE JURISDICTION OF CUSTOM HOUSE, KANDLA THROUGH OFFLINE MODE.

Office of the Commissioner of Customs, Custom House, Kandla invites tender for calling quotations for hiring of office space for Custom lab under the jurisdiction of Custom House, Kandla. Interested agencies / firms presently handling similar nature of work and also willing to comply with the terms & conditions may submit their bids to follow the terms and conditions provided in Annexure-I, Pre-Qualification conditions Annexure-II (Technical Bid), Financial Bid, and instructions to Bidder for online Bid submission provided in Annexure-VI for OFFLINE submission of Bids. Bidders must submit properly filled Price Bid Undertaking and Tender Acceptance Letter in the enclosed Annexure respectively.

1. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2. Not more than one tender shall be submitted by one bidder having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

3. Bidder who has downloaded the Tender from the website, shall not tamper/modify the tender form including downloaded price 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 tender is liable to be banned.

4. Intending bidders are advised to visit regularly till closing date of submission of tender for any corrigendum/addendum/amendment.

5. Bids will be opened as per date/time as mentioned in Tender Critical Date sheet.

6. Work Order will be given to the bidder who has the lowest price.

**Submission of Tender:**

(a) 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.

(b) The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter

**Submission of Tender:**

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 Authorization 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.

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.
- 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 Financial Bid** 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 Commissioner, Customs Commissionerate, Indore during the validity period.

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.
x. In addition to above tentative requirement of rooms, suitable partitions need to be provided for sitting arrangements of various officers, visitor room, store room etc. as per office requirement.

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

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

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

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

xv. 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.
- Day to day house keeping and maintenance of all common areas 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.
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 Commissioner, Customs Commissionerate, Kandla are only invited to participate in the tender. Tender from intermediaries or brokers will not be entertained.

2. 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.

3. The approved land use of the building from the respective State Government Authorities or Local Authority should be "Commercial".

4. 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.

5. 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.

6. The building should be conforming to the fire-fighting norms and should have clearance certificate / NOC from the concerned Fire department.

7. 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 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 the hirer 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.

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 area shall have at least the below mentioned particulars / rooms readily available. In case the same in the form of halls, maximum period for its preparation shall be intimated.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Space required for Lab</th>
<th>Approx. Total Area (Sq.Ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Instrument Lab</td>
<td>2000</td>
</tr>
<tr>
<td>2.</td>
<td>Wet Lab</td>
<td>1500</td>
</tr>
<tr>
<td>3.</td>
<td>Lab Stores</td>
<td>1000</td>
</tr>
<tr>
<td>4.</td>
<td>Lab Library</td>
<td>500</td>
</tr>
</tbody>
</table>

**Space required for officers posted in CRCL, Kandla**

5. Joint Director—01
   Chemical Examiner—05

6. Assistant Chemical Examiner
    Chemical Assistant

7. Lab Assistants

8. For keeping lab records and registers receiving test memo and samples and dispatch of test reports and remnant samples etc.

**Total space required** 9250
• Maintenance and running of common DG sets, Air Conditioners and payment of their insurance and AMC.
• 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 the hirer Office 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.

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

8. 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.

9. 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 Hirer during the validity period.

10. 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 of Attorney holders or his authorized signatory.

11. 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.
12. The possession of the premises will be given to the Office of the Commissioner, Customs Commissionerate, Kandla after completion of entire work as per their requirement and specifications. 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 Office of the Commissioner, Customs Commissionerate, Kandla 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.

13. Since the Office of the Commissioner, Customs Commissionerate, Kandla 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 Office of the Commissioner, Customs Commissionerate, Kandla 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.

14. All the statutory clearances and permissions required for construction / modification / additions / alterations and leasing of the premises to the Office of the Commissioner, Customs Commissionerate, Kandla shall be obtained by the Owner / Landlord at his own cost.

15. 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.
16. Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of Office of the Commissioner, Customs Commissionerate, Kandla. The registration charges, stamp duty for registration of lease deed etc. are to be borne by the Owner / Landlord.

17. 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).

18. The period of lease should be for duration of minimum Five (05) years from the date of lease agreement.

19. The Commissioner, Customs Commissionerate, Kandla reserves the right to amend these terms and conditions as deemed necessary.

20. Participation in the tender does not entail any commitment from the Commissioner, Customs Commissionerate, Kandla. He reserves the right to reject any / all offers, including that of the lowest tender without assigning any reason.

21. 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.

22. 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.

23. Maintenance charges are to be borne by the Owner / Lessor. In addition, all Corporation / Municipal Taxes, Cess 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.

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

25. No brokerage shall be paid by the Department.

26. The payment terms mentioned in the Financial Bid shall be strictly followed.
27. 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.

28. Expenses in connection with drafting and execution/registration of the lease agreement with the concerned authority will be borne by the Lessor.

29. The Commissioner, Customs Commissionerate, Kandla shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the Owner/Power of Attorney holder by giving Three months' notice in writing. The Owner/Power of 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 Commissioner, Customs Commissionerate, Kandla.

30. The Commissioner, Customs Commissionerate, Kandla 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 Commissioner, Customs Commissionerate, Kandla liable to do any repairs of any kind to the rented premises.

31. The Owner/holder of Power of Attorney should intimate in writing the likely date of handing over of the premises.

32. After receipt of Commissioner, Customs Commissionerate, Kandla's confirmation for leasing of the premises which is considered to be most suitable/reasonable and its acceptance, if Owner/Power of Attorney holder backs out on account of any reason, the Owner/Power of Attorney holder is liable to pay the Commissioner, Customs Commissionerate, Kandla the full expenditure incurred by the Commissioner, Customs Commissionerate, Kandla 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.

33. Most competitive rate per month per Sq. Ft. of carpet area should be offered/quoted in Financial Bid. No separate rent would be paid for underground/coversed 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.

34. The rent demanded per month per Sq. Ft. 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.
1. 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 at the Office of the Commissioner, Customs House, Kandla 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.
ANNEXURE-II

(TECHNICAL BID)

TECHNICAL BID SHOULD INTER-ALIA CONTAIN DETAILS AS FOLLOWS:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full particulars of the legal Owner / holder of Power of Attorney of the offered premises:</td>
</tr>
<tr>
<td></td>
<td>i) Name</td>
</tr>
<tr>
<td></td>
<td>ii) Address of office &amp; Residence</td>
</tr>
<tr>
<td></td>
<td>iii) Telephone No./Mobile No.</td>
</tr>
<tr>
<td></td>
<td>iv) Tele Fax</td>
</tr>
<tr>
<td></td>
<td>v) E-Mail Address</td>
</tr>
<tr>
<td></td>
<td>vi) Permanent Account Number (PAN)</td>
</tr>
<tr>
<td>2</td>
<td>Full particulars of person(s) offering the premises on rent / lease and submitting the tender</td>
</tr>
<tr>
<td>3</td>
<td>Status of the applicant with regard to the accommodation offered for hiring (enclose Power of</td>
</tr>
<tr>
<td></td>
<td>Attorney also if the applicant is other than Owner)</td>
</tr>
<tr>
<td>4</td>
<td>Type of building — whether commercial or not</td>
</tr>
<tr>
<td>5</td>
<td>a) Complete Address and location of the building.</td>
</tr>
<tr>
<td></td>
<td>b) Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise</td>
</tr>
<tr>
<td></td>
<td>area) (Enclose Certified Sketch / Layout Plan also)</td>
</tr>
<tr>
<td>7</td>
<td>Date of Construction</td>
</tr>
<tr>
<td>8</td>
<td>Exact carpet area offered for rent (Carpet area offered for rent does not include area of</td>
</tr>
<tr>
<td></td>
<td>verandah, corridor and passage, staircases, basement / covered parking, toilets, wall / columns,</td>
</tr>
<tr>
<td></td>
<td>balcony, portico, shafts, lift arches, air-conditioner ducts, lofts etc.)</td>
</tr>
<tr>
<td>9</td>
<td>Exact built up area</td>
</tr>
<tr>
<td>10</td>
<td>Number of Floor(s) being offered</td>
</tr>
<tr>
<td>11</td>
<td>No. of floors in the building</td>
</tr>
<tr>
<td></td>
<td>Other Facilities and amenities available with the building</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>13</td>
<td>Number of lifts available / carrying capacity, provide details of its make, type, model and company</td>
</tr>
<tr>
<td>14</td>
<td>Parking space available for exclusive use of the department - Whether covered / open, location / Nos. of vehicles that can be parked 4-wheelers / 2-wheelers</td>
</tr>
<tr>
<td>15</td>
<td>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)</td>
</tr>
<tr>
<td>16</td>
<td><strong>Clearances/no-objection</strong> certificate from the respective Central / State / Municipal authorities and Fire Department for use as office / commercial premises conforming the municipality laws</td>
</tr>
<tr>
<td>17</td>
<td>a) Whether running water, drinking and otherwise, available round the clock.</td>
</tr>
<tr>
<td></td>
<td>b) Whether sanitary and water supply installations have been provided for?</td>
</tr>
<tr>
<td>18</td>
<td>Whether separate electricity and sufficient installed capacity has been provided for?</td>
</tr>
<tr>
<td>19</td>
<td>Sanctioned electricity load</td>
</tr>
<tr>
<td>20</td>
<td>a) Details of power back-up facility / sanctioned Electricity Load</td>
</tr>
<tr>
<td></td>
<td>b) Whether electrical installation and fitting, power, plugs, switches etc. provided or not?</td>
</tr>
<tr>
<td></td>
<td>c) Whether building has been provided with fans in all rooms or not? (If yes, give the Nos. of fans floor-wise)</td>
</tr>
<tr>
<td>21</td>
<td>Details of Fire Safety Mechanism</td>
</tr>
<tr>
<td>22</td>
<td>Specify the lease period (minimum five years and provision for extension)</td>
</tr>
<tr>
<td>25</td>
<td>Any other salient aspect of the building, which the Owner / Power of Attorney holder may like to mention:</td>
</tr>
</tbody>
</table>
26. **List of Enclosures:**

Attested / Certified Scanned copies of the following documents are required to be uploaded on OPPP 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.

**UNDEARTAKING**

I / We .................................................................................................................., have gone through the various terms and conditions mentioned in the tender documents and I / we agree to abide by them. 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
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)

Sir,

1) I submit the Price Bid for [please give the name / address / details of the building] as envisaged in the Bid document.

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:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name &amp; Address of the applicant with Phone Nos.</td>
</tr>
<tr>
<td>2</td>
<td>Status of the applicant with regard to Building / Accommodation offered for hire (Owner or Power of Attorney Holder)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>3</td>
<td>Full particulars of the owner:</td>
</tr>
<tr>
<td></td>
<td>i) Name</td>
</tr>
<tr>
<td></td>
<td>ii) Address of office/ Residence</td>
</tr>
<tr>
<td></td>
<td>iii) Telephone No./Mobile No.</td>
</tr>
<tr>
<td></td>
<td>iv) Tele Fax</td>
</tr>
<tr>
<td></td>
<td>v) E-Mail Address</td>
</tr>
<tr>
<td></td>
<td>vi) PAN (Photocopy)</td>
</tr>
<tr>
<td>4</td>
<td>Complete details of the building offered</td>
</tr>
<tr>
<td></td>
<td>viz. Complete postal address of the location</td>
</tr>
<tr>
<td>5</td>
<td>Net Carpet Area offered (in Sq. Ft.) as defined in Tender document</td>
</tr>
<tr>
<td></td>
<td>Amount Per Sq. Ft as defined in tender documents</td>
</tr>
<tr>
<td></td>
<td><strong>Total Amount as defined in tender documents (inclusive of all taxes)</strong></td>
</tr>
</tbody>
</table>

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 Office of the Commissioner, Customs Commissionerate,
Kandla may wish to take.

Signature with date of Legal Owner/Power of Attorney Holder/Authorised
Person
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

________________________
________________________
________________________

Sub: Acceptance of Terms & Conditions of Tender.

Sir,

Subject: Tender Reference No.: _____________

Name of Tender/Work: _____________

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work' from the web site(s) namely:

   __________________________________________________________

   as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/ we have read the entire terms and conditions of the tender documents (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 has 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 do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. 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/ 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.

   (Signature of the Bidder, with Official Seal)
ANNEXURE VI

STANDARD LEASE AGREEMENT

AN AGREEMENT MADE between Two Thousand Eighteen
herein after 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 here-in-after 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 seventeen / eighteen 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 landlord.

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 sublease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 here-in-above.

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 thereof, 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 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".
"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.

**THE SCHEDULE 'A' REFERRED TO ABOVE**

All that the ................. The ......................... floor of the building known as.............in the city of ......................... which building bear Municipal No.........................and is situated on plot / land bearing
Survey Nos. ............ and is bound on or towards East by .................. on
or towards West by ........... on or towards North by
or on towards South by ............................................

THE SCHEDULE 'IV' REFERRED TO ABOVE

IN WITNESS WHEREOF THE OFFICIAL SEAL OF ........................................ has
been affixed in the manner hereinafter mentioned and the lease
agreement has been signed for and on behalf of the President of India
on the day and year first above written by

(Signature)
For and on behalf of the President of India

In the presence of
Witnesses 1 ........................

2 ........................

And by the Lessor in presence of
(Signature)

Witnesses 1 ........................

2 ........................

Name and Address of the Lessor
in case the Lessor is a company)
Firm or Society Add

For and on behalf of having authority to sign on behalf
of the Lessor vide resolution dated ........................................... of ........

*Portions which are not applicable may be scored off at the time of filling up
of the Stand and Lease Agreement (SLA) format.