



TENDER FOR

LEASING OF INDUSTRIAL BUILDING

AT

C-20, INDUSTRIAL ESTATE

THATTANCHAVADY

PONDICHERRY – 9.

The National Small Industries Corporation Limited

(A Government of India Enterprise)

Administrative Building, Industrial Estate,

Thattanchavady, Pondicherry - 605009

Telefax : 0413- 2248940 / 2248970



-2-

The National Small Industries Corporation Limited

(A Government of India Enterprise)

Admn. Building, Industrial Estate, Thattanchavady, Pondicherry – 605 009

Telefax:0413-2248970/940 Email: bopon@nsic.co.in

NSIC/BOP/C20 Ind. Building/Tender/2020-21

Date: 30.12.2020

M/s.....

.....

.....

Sub: Leasing of Industrial Building at C- 20, Industrial Estate, Thattanchavady, Pondicherry – 605 009.

* * *

Sir,

Tender documents in respect of the above-mentioned subject containing 15 pages as detailed on Para 1 (index) are attached herewith. Please note that sealed tender is to be placed in tender box kept in the office of the Branch Manager, NSIC, Pondicherry – 9 at the above address during the office hours on all working days exclusively of Saturday and Sunday and public holidays and up to 3.00 P.M. on 28.01.2021. The tender should be signed, dated and witnessed at all places provided for in the documents.

The tender, if submitted on behalf of Firm / Company, it must be signed either by all the Partners / Managing Directors / Directors or a person holding a valid power of attorney from the partners of the Firm / by the Board of Company.

The person signing the tender on behalf of another person or on behalf of Firm / Company shall attach with tender a certified copy of the power of attorney duly executed in his favour by such person or all the partners of the Firm / Directors of the Company and must state specifically that he / she has authority to sign such tenders for and on behalf of other person or Firm / Company as the case may be, and in all matters pertaining to the contract including arbitration clause,

This letter shall form part of the "CONTRACT" and must be signed and returned along with the tender documents. In case the Power of Attorney duly executed in favour of the person signing the tender documents is not received along with the tender, the tender will be rejected.

Yours faithfully,

Branch Manager
**The National Small Industries Corporation
Ltd., Pondicherry**

Signature of the Bidder with Seal

The National Small Industries Corporation Limited

(A Government of India Enterprise)

Administrative. Building, Industrial Estate, Thattanchavady, Pondicherry – 605 009

Telefax:0413-2248970/940 Email: bopon@nsic.co.in

NSIC/BOP/C20 Ind. Building/Tender/2020-21

Date: 30.12.2020

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Branch Manager

NSIC LTD

Pondicherry Signature of the Bidder with Seal

Notice Inviting Tender

NSIC/BOP/C20 Ind. Building/Tender/2020-21

Date: 30.12.2020

The Branch Head, National Small Industries Corporation Limited. Administrative Building, Thattanchavady Ind Estate, Puducherry invites, on behalf of National Small Industries Corporation Ltd, tender from parties for lease of our Industrial Building at “**C-20, Industrial Estate, Thattanchavady, Pondicherry – 605 009**” measuring 5050 Sq. Ft. (approximate) with covered area situated at Industrial Estate, Thattanchavady, Pondicherry–9, with single phase power supply and water connection arrangement in **SINGLE STAGE, TWO ENVELOPE METHOD.**

1. The blank tender documents are to be collected on cash payment of Rs.118/- including 18% GST (Non-refundable) from the address given below during the office hours on all working days from 30.12.2020 to 28.01.2021 or it can also be downloaded from www.nsic.co.in or www.eprocure.gov.in and tender document fees submitted through Demand draft with the Tender.
2. The sealed tenders addressed to **The Branch Manager, NSIC Ltd. Admin. Building, Industrial Estate, Thattanchavady, Pondicherry - 605 009** will be received **upto 3.00 pm on 28.01.2021.** The sealed tender will be opened at **4.00 PM** on the same day in the presence of the tenderers who choose to be present. NSIC will not be responsible for any postal delays. The Earnest Money at the rate of **Rs.10,000/- (Rupees Ten thousand only)** should be deposited in the form of Demand Draft drawn on a scheduled bank in the name of "The National Small Industries Corporation Limited", payable at Pondicherry.
3. The tender along with **tender document fees & Earnest money** should be kept in a separate sealed envelope marked "**Earnest Money Deposit**". The sealed envelope containing earnest money shall be opened first. The tenders without earnest money deposit in the above manner shall not be opened. The price bid should be kept in another separate sealed envelope and marked "**Price Bid**" and **both of these two envelope are to be put in a bigger sealed envelope & submitted in Tender Box.**

Branch Manager
The NSIC Limited, Administrative Building,
Industrial Estate, Thattanchavady,
Pondicherry - 605 009
Phone: 0413-2248940 / 2248970

Signature of the Bidder with Seal

General Terms and conditions of Contract

1. The intending tenderers shall submit valid Identity Proof and address Proof and should have satisfactory record and should disclose all relevant particulars regarding the nature of work / business to be carried out in the demised premises satisfactorily supported by proper license /registration certificates.
2. They should also furnish all details of their previous / present occupation of any such premises, either under NSIC or any other State / Central Government establishment, the reason for vacating the same, if vacated, whether there is /are any due / arrears of rents of any forms by them to the NSIC /Central/State Government Agencies.
3. The intending tenderers should also enclose a copy of their project / proposals to be carried out in the demised premises and the relevant clearance certificates from the various Central /State Govt., Departments / Agencies.
4. Non transferable blank tender documents can be obtained, on cash payment of Rs.118/ including GST from the office of the Branch Manager, NSIC Limited, Industrial Estate, Thattanchavady, Pondicherry - 605 009 either in cash or can be downloaded from www.nsic.co.in or www.eprocure.gov.in and tender doc fees submitted through Demand Draft drawn on a schedule bank in favour of "The National Small Industries Corporation Limited" payable at Pondicherry on all working days during the office hours **from 30.12.2020 to 28.01.2021**.
5. The tenders will be received up to **3.00 p.m. on 28.01.2021** and will be opened at **4.00 PM** on the same day in the presence of the tenderer who choose to be present. If the date of opening the tender happens to fall on any holiday, the tender shall be received and opened on the next working day. The NSIC will not be responsible for any postal delays. The Earnest Money should be deposited in the form of Demand Draft drawn on a schedule bank in the name of "**The National Small Industries Corporation Limited**" payable at "**Pondicherry**". The Earnest Money Deposit shall not carry any interest.
6. The Earnest Money should be kept in a separate sealed envelope marked as "Earnest Money Deposit". The sealed envelope containing Earnest Money shall be opened first and the envelope containing tender documents will be opened next. The tenders received without earnest money deposit in the above manner shall be opened, if EMD exemption is claimed by tenderer.
7. Tenders should be addressed to The Branch Manager, The National Small Industries Corporation Limited, Industrial Estate, Thattanchavady, Pondicherry 605009 only by designation.

Signature of the Bidder with Seal

8. In the event of tender being submitted by a Partnership firm / Company, it should be signed separately by each Partner/ Managing Director /Director thereof and in the event of in the absence of any partner/director, it must be signed by a person holding the power of Attorney authorising him to do so. The signature in the tenders shall be deemed to be of the authorised signatory. Attested copy of the Power of Attorney should be enclosed.
9. All the columns of the tender schedule should be duly / properly filled. Corrections, if any, without proper signatures will not be considered. The rates shall be indicated both in figures and words.
10. The Industrial Building at **C-20, Industrial Estate, Thattanchavady, Pondicherry - 9** will be opened for inspection for the proposed tenderers, from **10.00 AM to 5.00 PM from 30.12.2020 to 28.01.2021** on all working days excluding Saturday, Sunday and Public Holidays. Those tenderers after inspection of the building (as mentioned in the schedule) must satisfy themselves without any interference / suggestion from the lessor / owner of the building as to the technical feasibility, operational utility, its quality and standard and its suitability for their requirement shall apply for the tender.
11. The tender should be submitted in the prescribed schedules attached herewith.
12. The tender shall remain valid for the period of 60 days for acceptance. During the validity period, the tenderers shall not be allowed to revise their offer.
13. (a) The lessee shall pay **3 months** lease rent payable **as security deposit within 7 days** from the date of receipt of written communication intimating about the acceptance of their tender.

(b) Security deposit may be paid *by* Demand Draft or Pay Order from a scheduled commercial bank or any other valid mode of payment. The Earnest Money Deposit of the successful tenderers will be adjusted in the above amount. The Security Deposit paid by the lessee shall be adjusted for any damages or loss caused to the property during the lease period. Balance if any, will be recovered from / refunded to the lessee.
14. If the successful tenderer fails to act upon his /her offer or backs out after his/her tender is accepted the EMD / Security Deposit paid by him shall automatically stand forfeited.
15. Earnest money deposit of the unsuccessful tender shall be returned after the expiry of the validity period.

Signature of the Bidder with Seal

16. The lease shall be for a **period of 3 Years only** from the date of agreement and can be extended further period on mutual consent. **The Registration charges, stamp duty for registration of the lease deed to be borne by the lessee.**
17. The lessee shall not use the premises for any trade or businesses prohibited by law.
18. The lessee will, during the said term, pay the monthly rent hereby reserved shall pay before the fifth day of every following English Calendar month.
19. The lessee shall pay electricity consumption charges, conservancy charges, Maintenance charges and water charges, and any other charges whatsoever levied by respective Government Departments / Local Authorities/ Associations / Industries Department or any other bodies / agencies related to the matter etc. during the aforesaid period of lease in respect of the premises occupied and as and when become due and submit copy of the bill and receipt for payment and handover to the lessor along with rent payment
20. (a) The lessee shall pay **3 (Three) months** rent to the lessor, which will be retained by the lessor as advance rental deposit. This amount will be refunded by the lessor at the time of vacating the Industrial Building or termination of the lease without any interest. In case of any default in payment of rent by the lessee, the said advance amount will be adjusted by the lessor towards the said arrears including the default interest. Lessee has to pay the default rent and interest within 30 days to compensate the advance rental deposit.

(b) In the event of shortage in the lease rental advance after adjustment of default rent and interest referred in clause 20(a) above, the lessor shall be entitled to revoke the lessee agreement and lessee has to vacate the leased property. The lessor hereby entitled to recover / adjust the dues / loss / damages if any to the premises / properties or any sum payable as referred in clause 19 by the lessee on account of the occupation of the premises during the lease period.
21. Lessee shall not during the said term assign, transfer or part with the possession of the said premises or otherwise by any act or deed cause to be assigned, transferred or the possession parted with to any person or persons whomsoever without the written consent of the lessor.

Signature of the Bidder with Seal

22. The lessee shall carry out necessary day-to-day maintenance work in respect of Civil & Electrical works. Lessee shall be responsible to maintain the premises in proper condition for proper usage by the lessee. No alternations or additions in the above said premises or any fixtures therein, shall be made by the lessee without the consent in writing from the lessor.
23. That the lessor shall provide free and uninterrupted passage for entry to the leased premises of any vehicles through out so as to enable the lessee to move the goods for storage purpose and for removal of the same as and when required and also allow the customers of the lessee for bringing such goods or taking out the goods and for sale of such goods from the premises.
24. **The lease may be renewed after the period of 3 years with an escalation of the monthly rent at the rate of 15% (Fifteen percent only) if mutually agreed by both the parties hereto at the option of the lessor. The Lessor and Lessee hereby covenants that either side can give 3 months' notice to terminate the agreement before the expiry of Lease agreement**
25. The lessee shall not prevent the lessor from having access to the premises or inspection or any repair or any such contingencies.
26. The lessee shall be entitled to keep the name board at one place outside the premises with the due permission from the lessor regarding the size of the board etc., without in any way disturbing the lessor's existing name board.
27. The lessee paying the monthly rent hereby reserved, shall peacefully possess and enjoy the said premises as per the terms hereby granted.
28. The lessee shall deliver possession of the premises to the lessor in the same condition *as* given by the lessor at the termination of the lease.
29. The housekeeping, all maintenance and entire repair of the building and up keep of the premises is the sole responsibility of the lessee.
30. In case of default in payment of monthly rent for any reason whatsoever, an interest @12% p.a. shall be levied for the entire default period.

Signature of the Bidder with Seal

31. Watch and ward of the Industrial Building shall be the responsibility of the lessee and the expenditure on deploying the watch and ward shall be borne by the lessee.
32. The lessee shall execute a Lease Agreement with lessor before taking possession of the premises and the expenses shall be borne by the lessee. These terms and conditions is part of the lease agreement.
33. The lessor shall arrange for insurance of Industrial Building against fire, riot, strike and other natural calamities. The necessary insurance premium shall be paid by the lessor.
34. The lessor shall not be responsible for any theft, burglary in the premises of the lessee or break-down or damage caused to the lessee's equipments / goods. The lessee shall arrange for the insurance of their properties under their own risk and responsibility. The entire insurance charges shall be borne by the lessee.
35. NSIC Reserves the right to accept or reject any Tender without assigning any reason whatsoever and decision of NSIC will be final in this regard.
36. NSIC Reserves the right to annul the tender process at any time under conditions of exigencies.
37. Highest Rent offer or (Tenderer) meeting Tender conditions fully shall be the successful Tenderer.
38. BROKERS MAY PLEASE EXCUSE

Signature of the Bidder with Seal

LEASE AGREEMENT

THIS INDENTURE OF LEASE is made at Pondicherry this ___ day of _____, 2021

BETWEEN

The National Small Industries Corporation Limited, having office at Administrative Building, Industrial Estate, Thattanchavady, Pondicherry represented by its Branch Manager hereinafter called the 'LESSOR', (which expression shall, unless repugnant to the context and shall mean and include its successor, administrators and assigns of the ONE PART)

AND

Shri _____ S/o. _____
resident at _____ and carrying on business under the name and style of _____ as sole proprietor at _____
_____ a partnership firm carrying on business at _____ a _____ acting through Shri _____ a partner of the firm.

M/s. _____ Ltd., a Company / Cooperative Society registered under the Companies Act, 1913/ 1956 Co-operative Societies Act and having its Registered Office at _____ (Hereinafter called the 'LESSEE' which expression shall where the context so admits include)

- a) In the case of individual or partnership concerns, his / their respective heirs, executors; administrators and representatives
- b) In the case of limited company, their successors and assigns, of the Second part.

WHEREAS the property at C – 20, Industrial Estate, Thattanchavady, Pondicherry – 9 more fully described in the Schedule hereunder absolutely owned by the LESSOR:

WHEREAS the LESSEE has approached the Lessor to take on lease rental the Schedule mentioned property for a period of 3 years initially commencing from this date of the agreement, on a monthly rent of RS. _____ (Rupees _____ only) and GST (as additional amount).

NOW THIS DEED WITNESSETH AS FOLLOWS:

In pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants, condition and stipulations hereinafter contained and on the LESSEE's part to be paid, observed and performed, the LESSOR hereby demise unto the LESSEE Industrial Building C- 20, Industrial Estate, Thattanchavady, Pondicherry, more particularly described in the Schedule hereto and hereinafter called as the 'demised premises', hereto with the lease right for the lessee. To HOLD the demised premises unto the LESSEE for a period of 3 Years only, commencing from the date of agreement, but determinable earlier, as hereinafter provided paying therefore unto the LESSOR during said month rent of Rs. _____ (Rupees _____ only) and GST as applicable payable by the fifth of each succeeding calendar month to which it relates.

The lessee has agreed to pay the LESSOR as interest free Rental deposit of Rs. _____ (Rupees _____ only) at the time of signing of this agreement the receipt of which the LESSOR hereby acknowledges. The deposit shall be repaid at the time of termination of the lease after adjusting for the arrears of rent, electricity and other charges, damages etc. if any, upto the date of termination of lease.

THE LESSOR hereby agrees with the LESSEE that on completion of 3 years the lease may be renewed for a further period on the same terms and conditions except the enhancement of monthly rent @ 15% over and above the existing rent, but the said renewal may be considered if both the parties mutually agree to it.

2. THE LESSEE hereby covenants with the LESSOR as follows:

- a) To pay the rent as aforesaid on the days and in the manner aforesaid and in case of default in payment of rent, agreed to pay interest @ 12% p.a. for the entire default period.
- b) To apply electricity connection in the name of LESSOR for Industrial Purpose, and to pay the electricity bills for the electricity consumed for lighting the demised premises and for operation of Industrial Equipment, Air conditioners, fans, computers and electrical appliances in the demised premises. The water charges, Maintenance charges and any other charges, subscription for associations and etc. shall also be paid by the Lessee.

- c) Not to make any structural alterations into or upon the demised premises or make any alterations or additions to the external appearance or any part of the demised premises without the prior consent of the LESSOR in writing.
- d) To use the demised premises for Industrial Purpose cum office purpose of the LESSEE.
- e) Not to do or suffer to be done in or upon the demised premises or other parts of the said building in common with other persons anything whatsoever, which may be or become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the LESSOR or other LESSEE occupations of the said building.
- f) Not to place or keep or permit to be placed or kept on the demised premises any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute, a danger, nuisance or annoyance to the demised or surrounding premises or the owners or occupiers thereof.
- g) Not to sub-let, transfer, assign or part with the possession of the demised premises or any part with thereof.
- h) To permit the LESSOR, his servants, employees or agents duly authorized by him to enter into and upon the demised premises at all reasonable times for viewing the condition of the demised premises or doing such works or things as may be requisite or necessary for any repairs, alterations servicing or improvements to the demised premises.
- i) To hand over the peaceful possession of the demised premises at the end or the sooner determination of the said term together with all the LESSOR'S fixtures and fittings in as good condition as received, fair wear and tear, damage by fire, acts of god, riots or other civil commotion, war enemy action and/ or other cause not within the control of the LESSEE being excepted.
- j) The Interest free Security Deposit of Rs. (Rupees ---) paid by the lessee shall be adjusted for any damages or loss caused to the property during the lease period. Balance if any, will be recovered from / refunded to the lessee.
- k) The Lessee shall also pay the Registration charges if any, conservancy charges, Repairs, Water charges, Taxes or any other levy / charges imposed by the respective Government Authorities / Departments and Local Bodies. The Lessee will hand the copies of such payment to the Lessor.

- 1) The Lessee has to safeguard the Leased premises against fire by taking insurance coverage.

3. THE LESSOR do thereby covenants with LESSEE as follows;

- a) That on the lessee paying the rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed, shall peacefully and quietly hold, possess and enjoy the demised premises during the term without any interruption, disturbances, claim and demand by the LESSOR or any person lawfully claiming under or trust for the LESSOR.
- b) To keep the interior, exterior of the demised premises, the drainage thereof and the water pump and other fittings and fixtures in good condition.

4. It is hereby expressly agreed between the parties as follows:

- a) The LESSEE shall be entitled to erect fittings, fixtures, wooden partition, cabins or make any such addition or alternation, as may be necessary for its use by the LESSEE provided that the LESSEE shall remove the said fittings, fixtures, wooden partitions, cabins, or alterations and restore the demised premises to the LESSOR on the expiry of the term or sooner after the determination of the lease in the same condition as existed before making such changes;
- b) **The Lessor and Lessee hereby covenants that either side can give 3 months' notice to terminate the agreement before the expiry of Lease agreement**

5. This lease deed shall be executed in duplicate the original be retained by the LESSOR and the duplicate by the LESSEE.

6. The stamp duty, registration Charges and all other expenses in respect of the lease deed and duplicate thereof shall be borne and paid by the LESSEE.

IN WITNESS WHERE OF the LESSOR has set his hand unto these presents and a duplicate hereof and the LESSEE has set his hand unto these presents and a duplicate hereof on the day month and year first hereinabove written.

LESSOR

Witness:

1.

2.

LESSEE

PROPERTY SCHEDULE

Industrial Building at No. **C- 20** situated in the **Industrial Estate, Thattanchavady, Pondicherry 9**, Bounded on the North by Road on the South by Road, on the East by Building No.G-5 and the west by shed No. C-19, measuring on an Total **area of 5050 Sq.ft (approx.)** with building portion measuring 3125 Sq.Ft (excluding the side portion of 700 sq. Feet covered by welded mesh shed adjacent to G-5, Shed.)

Facilities available

Power supply	:	Single Phase
Water Facility with over head tank	:	Available
Office Room	:	Available
Toilet Block	:	Available

LESSOR

Witness:

- 1.
- 2.

LESSEE

Witness:

- 1.
- 2.

PRICE BID

PROFORMA FOR PRICE BID (to be submitted in separate sealed envelope)

Description	Rent per month (for 5050 sq feet) (in Rs.) (in figures)	Rent per month (for 5050 sq feet) (in Rs.) (in words)
<p>Rent per month for leasing of Industrial Building located at C-20, Industrial Estate, Thattanchavady, Pondicherry – 9 with following features:</p> <p>TOTAL Plot Area = 5050 Sq. Ft. Building Area 3125 Sq.Feet</p> <p>(Covered area of Building 3125 Sq. Ft. including with office rooms and toilet. (Excluding the side portion of 700 Sq. Feet covered by welded Mesh shed adjacent to G-5, Shed)</p>		

Note: Fixed Rent for the total area per month has to be quoted and not per Sq. Ft. or Sq. Mtr. GST will be extra to Lessee account.
(Please quote carefully as it has financial bearing).

Signature of the Bidder with Seal