



TENDER FOR

LEASING OF INDUSTRIAL BUILDING AT

**A-19, PIPDIC INDUSTRIAL ESTATE
SEDARPET**

PONDICHERRY - 605111

The National Small Industries Corporation Limited

(A Government of India Enterprise)

Administrative Building, Industrial Estate,

Thattanchavady, Pondicherry - 605009

Telefax : 0413- 2248940 / 2248970

The National Small Industries Corporation Limited

(A Government of India Enterprise)

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

Telefax:0413-2248970/940 [Email: boapon@nsic.co.in](mailto:boapon@nsic.co.in)

NSIC/BOP/A19/Tender/2019-20

Date: 07.03.2020

M/s

.....

.....

**Sub : Leasing of INDUSTRIAL BUILDING at A-19, PIPDIC INDUSTRIAL ESTATE
SEDARPET PONDICHERRY - 605111.**

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, at the above address during the office hours on all working days except Saturday and Sunday and public holidays up to 3.00 p.m. on 28.03.2020. 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 summarily 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)

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

Telefax: 0413-2248970/940 [Email: bopon@nsic.co.in](mailto:bopon@nsic.co.in)

NSIC/BOP/A19/Tender/2019-20

Date: 07.03.2020

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**Branch Manager
NSIC LIMITED
Pondicherry**

Signature of the Bidder with Seal

Notice Inviting Tender

NSIC/BOP/A19/Tender/2019-20

Date: 07.03.2020

The Branch Head, National Small Industries Corporation Limited, Administrative Building, Thattanchavady Ind Estate, Puduchery invites, on behalf of The National Small Industries Corporation Limited, **tender in single stage, two envelope method** from interested parties for leasing of Industrial Building at **A-19, PIPDIC INDUSTRIAL ESTATE, SEDARPET, PONDICHERRY, PIN 605111**, a covered area measuring 5709 Sq. feet, situated at **A-19, PIPDIC INDUSTRIAL ESTATE, SEDARPET, PONDICHERRY . 605111** with power supply and water connection.

1. The tenders are to be submitted by filling up blank tender documents (Non-transferable) 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 11.03.2020 to 25.03.2020. It can also be downloaded from www.eprocure.gov.in or www.nsic.co.in and submitted (along with tender document amount and EMD in DD form, in a sealed Envelope) in tender box or through speed-post so as to reach before schedule date and time.
2. The sealed tenders addressed to: The Branch Manager, NSIC Limited, Admin. Building, Industrial Estate, Thattanchavady, Pondicherry - 605 009 will be received up to 3.00 pm on 28.03.2020. The tenders will be opened at 4.00 p.m. on same day in presence of Tenderer who choose to be present. NSIC will not be responsible for any postal delays. The Earnest Money Deposit 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 earnest money should be kept in first **sealed envelope along with tender documents and "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.

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 the Contract

1. The intending Tenderer should have satisfactory record and should disclose all relevant particulars regarding the nature of work / business to be carried out in the demised NSIC owned premises satisfactorily supported by proper license /registration certificates, etc.
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 are to be declared in submitted details.
3. The intending Tenderer 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. The tender is to be submitted on non-transferable blank tender documents collected on cash payment of Rs.118/ including GST (non-refundable) from the office of the Branch Manager, NSIC Limited, Industrial Estate, Thattanchavady, Pondicherry - 605 009 either in cash or 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 11.03.2020 to 25.03.2020.
5. The tenders will be received up to 3.00 p.m. on 28. 03.2020 and will be opened at 4.00 p.m. on same day in 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 and shall be returned to all unsuccessful Tenderer within 30 days of finalization of lessee.
6. The Earnest Money Deposit shall be kept along with tender documents in a separate sealed envelope marked as "Technical Bid". **The sealed first envelope containing Technical Bid & Earnest Money deposit shall be opened first and the envelope containing "Financial Bid" will be opened next.** The Financial Bid of Tenderer not submitting earnest money deposit shall not be opened.
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 or in the absence of any partner/director, it must be signed by a person holding the power of Attorney authorizing him to do so. The signature in the tender shall be deemed to be of the authorized 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 proposed premise area to be leased at **A-19, PIPDIC INDUSTRIAL ESTATE, SEDARPET, PONDICHERRY - 605111** will be opened for inspection for the proposed bidder from 02.00 PM to 5.00 PM from 11.03.2020 to 24.03.2019 on all working days excluding Saturday, Sunday and Public Holidays. Those bidder after inspection of the building (as mentioned in the schedule) shall 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 only apply for this tender.
11. The tender should be submitted in the prescribed schedules attached herewith.
12. The tender shall remain valid for the period of 30 days for acceptance. During the validity period, the Tenderer shall not be allowed to revise their offer.
13. (a) The successful Tenderer shall pay **3 months** lease rent **as security deposit** within 7 working 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. The Earnest Money Deposit of the successful Tenderer 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 or refunded to the lessee.
14. If the successful Tenderer fails to act upon his /her offer or backs out after his/her tender has been 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 Bid validity period.

Signature of the Bidder with Seal

16. The lease shall be for a **period of 11 (Eleven) months only** from the date of agreement.
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 and 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 it become due and shall submit copy of the bill and receipt for payment made 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 is 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 assign, transfer or the possession parted with, to any other 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.
23. **The lease may be renewed after the period of 11 months with an escalation of the monthly rent at the rate of 5% (Five percent only)** if mutually agreed by both the parties hereto at the option of the lessor. The lessee intending to vacate the leased premises before the expiry date of the lease period, shall give three months advance notice to the lessor to vacate the leased premises at the expiry of the period stated in the notice.
24. The lessee hereby covenants with lessor to give three months advance notice should they desire to vacate before the expiry of the period stated above.
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 their name board at one place outside the premises with due permission from the lessor; the size of the board, etc., shall be such that it does not disturb 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 handover possession of the premises to the lessor in the same condition (at the time of termination of the lease) as was given by the lessor.
29. The housekeeping, all maintenance and entire repair of the building and up-keep of the premises shall be the sole responsibility of the lessee.
30. In case of default in payment of monthly rent for any reason whatsoever, an interest @18% 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 their Industrial building against fire, riot, strike and other natural calamities. For this the necessary insurance premium shall be borne and 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 stored in the Industrial Building under their own risk and responsibility. The entire insurance charges for this 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 offerer (Tenderer) meeting Tender conditions fully shall be the successful Tenderer.
38. BROKERS MAY PLEASE EXCUSE.

Signature of the Bidder with Seal

LEASE DEED

THIS INDENTURE OF LEASE is made at Pondicherry this ___ day of _____ , 2019

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 **A-19, PIPDIC INDUSTRIAL ESTATE SEDARPET PONDICHERRY - 605111** 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 11 (eleven) months initially commencing from this date of the agreement, on a monthly rent of RS. (Rupees _____ only)

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 the Industrial Building A-19, PIPDIC INDUSTRIAL ESTATE SEDARPET PONDICHERRY - 605111, 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 11 (Eleven) months 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) 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 current Eleven months, the lease may be renewed for a further period of 11 months on the same terms and conditions, except for the enhancement of monthly rent @ 5% 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 @ 18% p.a. for the entire default period.
- b) To pay the electricity bills for the electricity consumed for Electrical loads in the demised premises and for operation of Air conditioners, fans, computers and electrical appliances in the demised premises upto the sanctioned Electrical load of the 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 storage 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 any thing 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 place in 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 authorised 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) Not to obstruct or suffer to be obstructed entrance, passages.
- k) To carry all the repairs in the demised premises at **Lessee's** own cost
- l) To replace all broken fittings and fixtures by equally good or better substitutes.
- m) 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 or refunded to the lessee.
- n) The Lessee shall also pay the 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.

- o) The Lessee has to safeguard the Leased premises against fire by taking insurance coverage.
- p) The Lessee hereby covenants with the Lessor to give 3 months advance notice in case they desire to vacate the premises before the expiry of the period stated above.

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 of 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;

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 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

LESSEE

Witness:

Witness

1.

1.

2.

2.

PROPERTY SCHEDULE

Building at No. A-19, PIPDIC INDUSTRIAL ESTATE SEDARPET
PONDICHERRY - 605111 Bounded on the North by Plot No A18 South by
Plot No A20, East by Plot No A9 and west by Road, measuring on an area of
5709 Sq.ft which includes Office Room and Toilet

Facilities available

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

LESSOR

Witness:

1.

2.

LESSEE

Witness:

1.

2.

PRICE SCHEDULE

(to be submitted in separate sealed Envelope)

Description	Rent per month (for 5709 sq feet) in figures (in Rs.)	Rent per month (for 5709sq.feet) in words(in Rs.)
Rent per month for leasing of NSIC premises : A-19, PIPDIC INDUSTRIAL ESTATE, SEDARPET, PONDICHERRY, PIN- 605111 TOTAL BUILDING AREA = 5709 Square feet (Which includes office room and toilet).		

Note: Fixed Rent for the total area per month has to be quoted and not per Sq. feet or Sq. Meter. Please quote carefully as it has financial bearing.

Signature of the Bidder with Seal