



**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION Ltd. (Under Ministry of Road, Transport &
Highways, Govt. of India)**

**Name of Work: Hiring Office Accommodation for Site Office Roing under
NHIDCL PMU-Anini at Roing, Arunachal Pradesh-792110**

BID DOCUMENT

December 2021

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NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION Ltd.

(Ministry of Road, Transport & Highways, Govt. of India)
PMU-Anini, Arunachal Pradesh - 792101

NOTICE INVITING BID

Name of Work: Hiring of Office Accommodation for Site Office Roing under NHIDCL PMU-Anini at Roing, Arunachal Pradesh.

1. Sealed bids are invited under Two Bid system i.e. Technical Bid and financial Bid. NHIDCL requires office accommodation on rent/lease for Site Office Roing under NHIDCL PMU-Anini at Roing for a period of Two years. Last date for the receipt of complete tenders in the office of undersigned is 20.12.2021 upto 15:00 Hours.

Name of work	Min carpet Area	Cost of Documents	Period of Contract
Hiring Office Accommodation for Site Office Roing under PMU-Anini of NHIDCL at Roing in the state of Arunachal Pradesh.	No restriction	Rs 1000/- +18% GST	02 Years

2. Interested Companies / Firms/Agencies/Individual may submit bid documents complete in all respect along with cost of Bid Document for an amount of **Rs 1180/- (Rs One Thousand One Hundred and Eighty Only)** in the form of Demand Draft pledged in favour of **GM (PROJECTS) NHIDCL ROING** and other requisite documents on or before **20.12.2021 by 15:00 (Hours)** to the NHIDCL, Office of the General Manager(P), Anini Old Bazar, Anini, Near District Hospital, Arunachal Pradesh 792101. No Tender shall be entertained after this deadline under any circumstance whatsoever.
3. The Technical Bid of bidders will be opened at **1500 (Hours) on 21.12.2021** and Financial Bid will be opened at **1100 (Hours) on 22.12.2021** in the presence of bidders/authorized representative of Bidders who chose to attend the opening.
4. Every page of Technical as well as Financial Bid should be duly signed by the bidder. NHIDCL reserves the right to accept or reject any bid if it is not duly signed.
5. NHIDCL reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to accept or reject any or all bids without assigning any notice or reason whatsoever and without incurring any liability to the effected bidders. The decision of the National Highway and infrastructure Development Corporation Limited, PMU-Anini in this regard shall be final and bidding on all.

6. The Bid documents can be downloaded from the website www.nhidcl.com from 03.12.2021 up to 20.12.2021 (1500 Hrs) or can be obtained from Office of the General Manager (P), NHIDCL PMU-Anini, Anini Old Bazar, Anini, Near District Hospital, between 1100 Hrs to 1600 Hrs on all working days.
7. The documents fee will be accepted in the form of DD in favour of GM (PROJECTS) NHIDCL ROING payable at Roing, Arunachal Pradesh (Non-Refundable).
8. The bidders should go through the terms and conditions and other details which are attached as Annexure - I & II.
9. Scheduled of tendering process is given below:

<i>Sl. No.</i>	<i>Description</i>	<i>Period</i>
1	Date of issue of NIT	03.12.2021
2	Date of sale of Bid Documents	03.12.2021 onwards
3	Date of close of sale of bid Documents	20.12.2021 (1500 Hrs)
4	Last Date of submission of Bid (Hard copy)	20.12.2021 (1500 Hrs)
5	Date of Opening of technical Bids	21.12.2021 (1500 Hrs)
6	Date of opening of Financial Bids of Qualified Applicants	22.12.2021 (1100 Hrs)
7	Validity of Bid	60 Days

General Manager (P)
 NHIDCL PMU-Anini
 Anini, Old Bazar, Near District Hospital
 Arunachal Pradesh - 792101
 Mob.: 8527961970
 Email: gmpanini.nhidcl@gmail.com

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION Ltd.

(Ministry of Road, Transport & Highways, Govt. of India)
Anini, Arunachal Pradesh - 79101

**Name of Work: Hiring Office Accommodation for Site Office Roing
under NHIDCL PMU-Anini at Roing, Arunachal Pradesh.**

Sealed bids in the form of techno-commercial bids are invited from the owners who have "ready to move in" premises and can handover such premises, free from all encumbrances; Immediately to NHIDCL on lease for a period of **Two years** initially.

1. Scope of work:

NHIDCL invites bids for hiring Office Accommodation for Site Office Roing having facilities of sufficient rooms with attached toilets, conference hall, meeting hall, kitchen, open assembly area, parking area (at least 8 nos. four wheeled vehicles), power backup (silent generator) etc. and other necessary amenities on lease basis for a period of at least Two years.

2. Submission of Bid:

The offer/proposal should be submitted in two separate sealed covers consisting of

- (i) Technical proposal in the specified format as at **Annexure-I** along with attested photocopies of PAN CARD of the owner and documents in support of ownership title of the property; and
- (ii) Financial proposal as specified in the **Annexure-II**.

Both these covers should be super scribed as "**Technical proposal**" and "**Financial Proposal**" respectively and should be kept in one sealed cover marked "BIDS FOR PREMISES AT ROING, ARUNACHAL PRADESH" Bids not received in the prescribed pro-forma will be liable to be rejected.

3. Evaluation of Bids:

A minimum score of 60 (out of 100) is required for qualifying in technical bid evaluation based on the following criteria:-

Sl. No.	Particulars	Marks
1.	<u>Suitability of location:</u> Address of the building indicating its location, Municipality: ward No. locality & other identification marks, such as Dag No. Patta No. etc.	20
2.	<u>Plan of building and area to be leased.</u> A copy of the sanctioned plan of the building including:	15

Sl. No.	Particulars	Marks
	NOC (with seal and signature of JDA/Municipality Authority) showing various dimensions, wall thickness, Land boundaries, compound wall etc. (Drawing/Plan shall be submitted with signature of both house owner and authority of hired department. [Area 6000 Sq. Ft area - 75% Marks and each increment of 1000 Sq. Ft area 5% marks will be provided].	
3.	Year of construction of the building & type of building (for building completed in FY 2020-21; 100% marks will provide. [2019-20- Less 10%; 2018-19-Less 20% and so on]	15
4.	Area of vacant land to be used by the office. [Min 1000 Sq. ft area]-75%; each 100 Sq. ft area 5% Increment.	15
5.	Water supply: Whether Municipal water supply is available or not, whether it is from ring well or hand pump; suitability of water for drinking should also be indicated.	5
6.	Type of sewerage, garbage collection area with disposal system.	5
7.	Electricity: Power Backup availability, fitting of wire (open or concealed).	5
8.	Fencing/compound wall: Is there any proper fencing/Compound wall.	5
9.	Basic furnishing and fixtures including Cupboards, Fans, Lights, etc.	10
10.	Availability of adequate security light in and around of complex	5
Total Marks		100

Only those bids which qualify technically (**minimum of 60 marks out of 100**) would be considered for financial evaluation.

100 marks will be awarded to bidder having highest marks in technical evaluation, pro-rata marks will be awarded to all other bidders on the basis of L-1.

The final evaluation will be done on the basis of Quality & Cost based selection system (QCBS) i.e. **60% weightage for technical qualification and 40% weightage for financial parameters.**

4. Resolution of dispute

In case of dispute, the decision of General Manager(Projects), NHIDCL, PMU-Anini shall be final.

5. Payment

The rent will be payable from the date of handing over vacant possession of the premises to NHIDCL after completion of necessary, repairs and renovation etc. and will be payable monthly on submission of invoices through

cheque/ECS/RTGS/NEFT transfer within 15 days. However, in unforeseen circumstances, if the rent is not paid in time, the NHIDCL will not be liable for payment of interest for late payment of rent.

6. TERMS AND CONDITIONS:

- a) The premises free from all encumbrances shall be made available at least for 3 (three) years from the date of handing over vacant possession after completion of necessary repairs, renovations, additions, alterations etc. on agreed amount of rent.
- b) NHIDCL shall be at liberty to vacate the premises at any time during the currency of lease by giving three month's advance notice in writing, without paying any compensation for earlier termination of lease term.
- c) Responsibility for obtaining the required permission to use the leased accommodation for Office of NHIDCL shall remain with the owner of the premises i.e. lessor.
- d) All existing and future / enhanced Municipal Corporation taxes, rates and cases will be paid by the owner. Fees / Renewal fees towards obtaining NOC from COMPETENT LOCAL AUTHORITY for commercial use of the premises will be borne by the owner.
- e) **Maintenance / Repairs:**
 - i. NHIDCL shall bear actual charges for consumption of electricity and water. The owner shall undertake to provide separate electricity/ water meters for this purpose.
 - ii. All repairs including annual / periodical white washing and annual /periodical painting will be done by the owner at his/her/their cost. In case, the repairs and /or white/ colour washing is/ are not done by the owner as agreed now, NHIDCL will be at liberty to carry out such repairs white/ colour washing, etc. at the owner's risk and cost and shall be deducted from the rent payable.
- f) **Rental Deposit:**

NHIDCL shall pay advance rent / rent deposit equivalent to maximum of 3 months which will be refunded to the NHIDCL at the time of vacating the premises or NHIDCL will be at liberty to adjust the same from the rent payable.
- g) GST and other applicable taxes, if any, shall be borne by the owner.
- h) Offers/Proposals from agents / brokers will not be accepted.



7. The format for the bidding document may be collected on payment of cost of bid document in the form of DD in favour of **GM (PROJECTS) NHIDCL ROING** from the Office of the General Manager (Projects) mentioned in Para 9 of NIB.
8. Last date of submission: The tender complete in all respects should reach the General Manager (Projects), NHIDCL: PMU-Anini, Anini Old Bazar, Near District Hospital A. P. - 792101 by **20.12.2021 upto 15:00 hrs.**
9. **Opening of Tender:** The Technical Bids shall be opened at 15:00 hrs on the next day of the receipt of tender i.e. 21.12.2021 and the Financial Bid will be opened at **1100 hrs on 22.12.2021.**
10. NHIDCL reserves the right to reject any or all of the tenders without assigning any reason.
11. Conditional bids will be rejected straight away. The successful bidder will be required to sign the formal contract agreement within 07 days of issue of letter of award.
12. Any change or amendment to this notice will be posted on the company website www.nhidcl.com only.

Rent agreement conditions:-

- (i) In consideration of the rent hereby agreed and the performance of the covenant on the part of the Lessee hereinafter contained, the Lessor being the perpetual lessor both hereby demise up to the Lessee and shown in blue in the site plan attached as schedule 1 hereto and hereinafter referred to as the "Premises". The Lessor shall also permit the Lessee the use of the fitting and fixtures, the water closets, lavatories and other convenience in the Premises (the "fixtures"), together with the right for the Lessee, its servants, employees, visitors, customers and all other persons authorized by the Lessee, to use in common with the Lessor and the tenants and occupiers of other portion of the said building and all other persons authorized by the Lessor, the entrance, doorways entrance halls, staircases, landings, lobbies and passage in said portion of 1st Floor of the Building., hereby let for the purposes of ingress thereto and egress there from to hold the premises unto the Lessee from the date of handing over, for a term of **36 months** paying therefore unto the Lessor during the said term monthly and proportionately for any part of a monthly rent, exclusive of all direct and indirect taxes, will be payable from the date of handing over vacant possession of the premises to NHIDCL after completion of necessary repairs, and renovation etc. and will be payable monthly on submission of Taxable Invoices through cheque/ECS/RTGS/NEFT transfer within 15 days.

- (ii) Lessor shall provide Vehicle /car Parking space to NHIDCL in the uncovered area of the premises/building.
- (iii) That after the completion of each year the “Lessee” shall increase the rent by **4 % increment** for the premises.
- (iv) The Lessee shall have an option to renew the lease for another **three** years after expiry of the initial period of three years beginning the date of handing over. The Agreement shall be renewed on the same terms & conditions except the increase in rent and other charges at the time of renewal of the lease agreement.
- (v) The Lessee hereby covenants with the Lessor as follows:
 - a) To pay the reserved rent on the days and in the manner aforesaid.
 - b) The Lessee shall be responsible for payment of Electricity Charges to the lessor as against the electricity connections for the said premises based on consumption by Lease.
 - c) The Lessee can terminate the lease by giving an advance written notice of **02 (Two) month** to the Lessor, and the Lessee shall immediately on the expiry of the notice period be liable to vacate the Premises and hand over the possession to the Lessor.
 - d) The Lessee shall always be liable to keep the interior of the Premises in good tenantable repair and condition (lessee shall not be reasonable for wear and tear and damage by fire, earthquake, tempest or other acts of God or inevitable accidents or by irresistible force).
 - e) The Lessee shall have the right to refurbish the interior of the Premises to suit its requirement. The Lessee shall also be permitted to install racks, partitions equipment(s) and fixtures and fittings of a temporary nature inside the Premises as it may require for its business and to remove such racks, partitions, equipment and fixtures and fittings on the expiry of this lease or earlier determination thereof, but without causing any damage to the Premises of the Lessor and if any damage is caused to the Premises or to the building as a result of such installation or removal, the Lessee shall repair and make good such damage at its own cost and expense.
 - f) The Premises, hereby given for use, shall only be used for carrying on the normal lawful business activities of the Lessee. The Lessee has further agreed that the Premises shall be used by it only for the purpose aforesaid and for no other purpose whatsoever and that no change of use shall be made by it in respect of the Premises. The lessee shall not subject, part with possession, transfer, encumber, charge or assign the Premises or any part thereof.



- g) The Lessee shall not claim access to any part of the building except the Premises. The Lessee, its employees, servants, agents, client, visitors etc. shall use only the main entrance or a separate entrance, if created by the Lessor.
- h) To deliver the Premises at the end of or sooner determination of the tenancy, subject to clauses contained in the agreement, together with the Lessor's Fixtures in such tenantable repair, order and conditions as consistent with the Agreement on the part of the Lessee and conditions herein contained (reasonable wear and tear and damaged by fire, earthquake or tempest or other acts of God or inevitable accidents or by irresistible force always the Lessee shall not overload the Premises and shall neither place nor distribute a load thereon in a manner likely to jeopardize the safety precautions to absorb and prevent vibrations, noise and annoyance to occupier of other portion of the building.
- i) The Lessee shall ensure that the lavatories and water supply apparatus used by the Lessee, its servants, employees and visitors are properly maintained, kept in good repair and used only for the purposes for which they are designed in a proper manner and that they are not damaged or misused by the Lessee or its servants, employees or visitors.
- j) The Lessee shall not do, or permit to be done any act or thing whereby the Lessor's policy or policies of insurance of the building may become void or voidable or whereby the rate of premium or premia thereof may increase. If however as a result of anything done or permitted to be done by lessee the rate of premium or premia is increased then, the lessee shall be liable to pay on demand by the lessor, the increased amount of premium and premia.
- k) In particular, but without limiting the foregoing, the Lessee shall not make alterations to or interfere with the electric wiring or electric installations (except those installed for internal distribution).
- l) On the expiry by efflux of time or otherwise or sooner determination of this lease or on this lease coming to an end for any reason whatsoever, neither the Lessee nor its agent, servants or employees shall have any right to continue to be or to enter upon the premises or any part thereof nor to keep any of its or their things or belongings therein or thereon forthwith. The Lessee shall remove itself, its agents, servants and employees and its and their things and belonging from the Premises and shall leave the Premises and all the fixtures in good, clean and tenantable repair and condition in accordance with the stipulations herein contained, normal wear and tear excepted.

- (vi) Without prejudice to all and any of the covenants, duties and obligations of the Lessee as described above, the Lessor hereby covenants with the Lessee as follows:
- a) The Lessor shall pay all taxes/cesses levied on the premises by the local or government authorities in the way of property tax, municipal taxes or any other taxes/charges for the premises and so on.
 - b) If Lessor wants to vacate the premises which hired by lessee i.e. General Manager (Projects), National Highways & Infrastructure Development Corporation Limited (A Government of India Undertaking), Project Monitoring Unit- Anini for Site office Roing under PMU-Anini, then Lessor has to give a 03 (Three) month prior notice to the Lessee.
 - c) The Lessor should be registered under GST Act and issue GST compliant invoice clearly mentioning the Invoice No., Date of Invoice, Rent amount; Rate of GST, HSN Code/SAC is raised by them.
 - d) Lessee would deduct TDS on the amount paid to lessor as per the rates in force.
 - e) Any increase by the Government in the existing rate of GST or introduction of such tax on maintenance services as currently applicable, shall be borne by NHIDCL.
 - f) To keep the outer walls, roof and structure of the said building and of the Premises and the water and drainage mains and pipes and sewage lines thereof in good working order and condition and also to keep the main line of electricity supply of the building in good repair and conditions.
 - g) That if the Lessee shall punctually pay the rent and observe and perform the Agreement on the part of the Lessee and conditions herein contained, the Lessee shall quietly enjoy the Premises during the lease period without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.
- (vii) It is hereby mutually agreed between the parties as follows: -
- a) It is declared and agreed by the Parties that, rent of two months will be deposited in advance to Lessor's bank account within 30 (Thirty) days of signing rent agreement for interest free Security Money. The Lessor agrees and undertakes to return/refund the interest free security deposit to the Lessee on the expiry of this Lease Agreement or if earlier determined, in terms of clauses 7(c) hereunder against the Lessee surrendering to the Lessor the use and enjoyment of the Premises.



- b) The Lessor agrees and undertakes with the Lessee that during the subsistence of the Lease Agreement and this Agreement, the Lessor shall not do, permit or suffer to be done anything whereby the right of the Lessee under this Agreement including the timely refund of the Security Deposit is adversely or prejudicially affected, avoided or extinguished.
- c) If, however, upon expiration of the Lease Agreement or its sooner determination, the Lessee peacefully surrenders the use and enjoyment of the Premises and gives quite vacant and peaceful possession thereof to the Lessor, in good condition (normal wear and tear excepted), the Lessor shall refund without interest **100% of the amount** out of the interest free Security Deposit. If however, the Lessor shall fail to refund the Security Deposit for the Premises within 1 (One) month of handing over of vacant possession of the Premises by the Lessee, then, in such an eventuality, the Lessee will be entitled to interest on the Security Deposit at the applicable bank rate on fixed deposit as prevalent at that time till such time as the Security Deposit is refunded.
- d) In the event of the Premises or any part thereof being requisitioned or acquired by the Government, the Municipality or any other local or public body or authority during the period of this lease, this lease shall thereupon come to an end either as to the whole of the Premises or part thereof, as the case may be and neither party shall have any claim for compensation or otherwise against the other, except any claim which might have arisen prior to the lease so coming to an end.
- e) The Lessee and its employees shall have access to the premises 24 hours a day for 365 days in a year only subject to any limitation imposed by the Government from time to time.
- f) The Lessor shall provide **100% power backup (24x7) hrs.**, and maintain inverter at their own cost and no extra charges shall be paid on this account.
- g) The Lessee agrees that the Lessor and its agents, shall not be liable for any loss or destruction of or damage to the property of the Lessor.
- h) The Lessor and its agents shall not be liable for any loss of life or any injury or damage to persons or property resulting from fire, explosion, falling plasters, steam, gas, electricity, water, rain or leakage from any part of the building, or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to the wilful, negligence of the Lessor, its agents, servants, employees, nor shall the Lessor or its agents be liable for any such loss, injury or damage caused by other persons in the building or other operations in the neighbourhood.



- i) The Lessee shall not move any heavy machinery, equipment, freight bulky matter or fixtures in and out of the building without first obtaining the Lessor's written consent. The Lessee shall hold the Lessor indemnified against all loss and damages sustained by any person or property as a result of such movement and in settlement of any claim or any damage or monies paid out by the judgement as well as legal costs incurred in connection therewith and all costs incurred in repairing any damage to the Premises or the building of its appurtenances.
- j) The Lessor and its agents shall have the right to enter the premises, only subject to written intimation either by e-mail or letter minimum 24 hours in advance, at all reasonable times subject to the convenience of the Lessee, to examine the premises or to make thereto such repairs, alterations, improvements and additions as the Lessor may deem necessary or desirable, and the Lessor shall be allowed to take all material into and upon the Premises that maybe required therefore, without the same constituting an eviction of the Lessee in whole or in part, and the rent reserved shall not abate while the said repairs, alterations, improvements or additions are being made by reason of loss or interruption of business or otherwise, subject, however, that the time taken therefore should be reasonable. If, however, major repairs are carried out and the Lessee is not allowed the use of the Premises in whole or in part for a period beyond 7 days, the Lessee will not be liable for rent/service charges for the said period. The period of 7 days shall be calculated from the day the repair work starts and not before. The Lessor shall give due consideration to the Lessee's business and attempt not to interrupt the business of the Lessee and shall make best efforts to ensure that the Lessee is not inconvenienced in any way, unless repair/alterations are of an urgent nature.
- k) The Lessee shall not store any articles of combustible or hazardous nature on the Premises and shall not expose the Premises to the risk of fire or other similar accidents.
- l) The Lessee shall not use the Premises or any thereof nor permit the same to be used for any illegal, immoral or improper purposes, nor cause permit or suffer to be done upon the Premises or any part thereof anything which may offend against any law, notification, rules or regulations made by the Government, the municipality or any local or public body or authority or which may become a nuisance or annoyance or cause damage to the adjoining premises or occupies thereof or which may prejudicially affect the interest of the Lessors.



- m) The Lessee shall use the Premises in a reasonable manner and maintain the Premises in good condition; normal wear and tear shall be accepted by lessor.
- n) The Lessee hereby agrees to indemnify the Lessor against all claims, damages, actions, proceedings, costs, charges and expenses to which the Lessor may become subject to or which the Lessor may have to pay by reason of any act, negligence or omission on the part of the Lessee or its agents, servants or employees or by violation of any of the terms and provisions of this Agreement.
- o) During the one month prior to the expiration of the term of this lease, the Lessor shall be fully entitled to exhibit and show the Premises to prospective Lessee/Licensees etc., which the Lessee shall permit without interference during normal business hours.
- p) The Lessee shall, without demur or protest, reimburse the Lessor immediately upon demand, for the reasonable cost of replacing any Fixture, if such damage is attributable to some act or default of the Lessee, its employees, agents, clients/vendors.
- q) The Lessor shall not be under any liability whatsoever to the Lessee, its servants, employees, agents, clients, visitors or to any person whomsoever in respect of any loss or damage, whatsoever, sustained by the Lessee or such other person aforesaid, caused by, or through, or any way owing to the electricity supply cables, main pipes, drainage, lifts, overflow of water etc from any offices or premises in the building , unless such loss or damage ,is caused by wilful negligence on the part of the lessor or any of its employee or because of any structural defect in the building.
- r) Notwithstanding anything contained in this Agreement, the security of the Premises and the fixtures, fittings, goods, articles and things therein shall be the sole responsibility of the Lessee and the Lessor will not be liable for any loss of or damage to the Fixtures and the articles, things and belongings of the Lessee and/or its employees, servants, agents and visitors in the Premises.
- s) If any rent is in arrears for thirty (30) days or if the Lessee fails to perform or observe any agreement on the part of the Lessee or conditions herein contained, then in such cases it shall be lawful for the Lessor, at any time thereafter, to re-enter upon the Premises or upon any part thereof and the lease shall there upon determine. The Lessor may have against the Lessee whether in respect of any antecedent breach, non - performance or non - observance of any of the agreement on the part of the Lessee and conditions herein contained or otherwise. However, the Lessor shall not be entitled to forfeit this lease for beach or non-observance or non-performance of any

covenant or condition contained herein, and on the Lessee's part to be observed and performed, unless and Lessor shall have given to the Lessee notice of thirty (30) days in writing specifying the breach or omission complained and requiring the lessee to remedy the same.

(viii) It is expressly agreed by and between the parties hereto as follows:

- a) If after giving a formal notice of thirty (30) days, the rent reserved therein, or any part thereof, still remains unpaid from the date on which the same ought to have been paid or if the Lessee fails to make any other payments, or if the Lessee fails to observe or perform any of the covenants, conditions stipulations, provision and agreements herein contained and or on the part of the Lessee to be observed or performed, the Lessor to be observed or performed, the Lessee shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants and employees and its and their belonging from the Premises. If at any time the Lessee shall be ordered by an order of the Court to be wound up or shall pass a resolution for winding up, other than a resolution for the purpose of amalgamation or reconstruction or, if, the Lessee shall be adjudged an insolvent or if the Lessee makes any assignment for the benefit of its creditors or if the Lessee suffers any distress or judgement to be executed or levied against itself, then and in any such event the Lessor shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants, and employees and its and their belonging from the Premises.
- b) The Lessor shall not be bound by any representations or premises with respect to its appurtenance, or in respect of the Premises, except as herein expressly set forth with the object and intention that the whole of the Agreement between the Lessor and the Lessee shall be as set forth herein, and is not modified by any discussions or correspondence which may have preceded the signing of this Agreement.
- c) Any notice herein may be given if sent by hand delivery and written acknowledgment obtained thereof or by Registered A.D. at the respective addresses of the parties mentioned above and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address.
- d) If the Premises or the common use areas shall be partially damaged by fire or other cause without the fault or neglect of the Lessee or its servants, employees, agents or visitors the damage shall be repaired by and at the expenses of the Lessor, and until such repairs have been made, a proportionate part of the rent according to the part of the Premises or the common areas and services which are not usable by the Lessee, shall abate and cease to be

payable, but if such partial damage is due to the fault or neglect of the Lessee, its servants, employees, agents or visitors, the damage shall be repaired by the Lessor at the cost of the Lessee, and there shall be no abatement at all of the rent. Further, the Lessor will not be liable for delay in repairing any damage, however, cause, provided that reasonable steps are taken by the Lessor to get the repairs carried out expeditiously. Any amount received as compensation from the insurance company shall be set off against such expenditure.

- e) If, on the expiry by efflux of time or otherwise or sooner determination of this lease or on this lease coming to an end for any reason whatsoever, the Lessee does not remove itself, its agents, servants and employees and its and their things and belongings from the Premises, then the lessor shall be entitled to remove the Lessee, its agents, servants and the employees and its and their things and belongings from the Premises at the risk and costs of the Lessee and of the said other persons without going to a court of law and without in any way rendering the Lessor or any of its officers or employees liable for trespass, damages or otherwise and the Lessor shall also be entitled to prevent the Lessee and its agents, servants and employees from entering into or upon the Premises and the same will not amount to wrongful restraint.
- f) The stamp duty and registration charges payable in respect of this lease and a duplicate thereof shall be borne and paid for by the Lessee and each party hereto shall bear and pay its own lawyers charges and the Lessor shall be entitled to retain the original Lease and the Lessee the duplicate thereof.
- (ix) Any dispute or difference between the Lessor and the Lessee arising out of, from or relating to anything contained in this Agreement, shall be referred to the arbitration of three arbitrators, one to be appointed by each party and to a third arbitrator to be appointed by the two appointed arbitrators. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, where the intervention and the jurisdiction of the courts is necessary, the courts of **Itanagar, Arunachal Pradesh** shall have exclusive jurisdiction.
- (x) In the event any provision of this Agreement be declared or held to be invalid or null or void by any Government agency, arbitration tribunal, Court or other competent authority having jurisdiction, such declaration shall not affect the other provisions of this Agreement which are capable of severance, which shall continue to be effective; provided, however that if the voiding of the affected provision(s) materially affects the rights of the either party under this Agreement, the affected party shall have the right to terminate this Agreement.
- (xi) Any leniency or indulgence shown by the Lessor, in the enforcement of this lease against the Lessee or any accommodation shown by the Lessor to the

Lessee, shall not affect this lease in any manner whatsoever and the same shall not be deemed or construed to mean as a waiver of its rights on the part of the Lessor.

Signature of authorized person with Date & Seal _____

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a series of loops and a long diagonal stroke extending upwards and to the right.

Format for TECHNICAL BIDS

Subject: Hiring Office Accommodation for Site Office Roing under NHIDCL PMU-Anini at Roing, Arunachal Pradesh.

S. No.	Particulars	Remarks
1.	Address of the building indicating its location, municipality: ward no. locality & other identification marks, such as Dag No., Patta No., etc.	
2	Whether land purchased is leasehold or freehold? A copy of the deed of the land purchased duly signed in all the pages by the owner to be enclosed.	
3	A copy of the sanctioned plan of the Building including: NOC (with seal and signature of J.M.DA/Municipality Authority) showing various dimensions, wall thickness, Land boundaries, compound wall etc. (Drawing Plan)	
3.1	In the Drawing, occupied/to be occupied portion shall be hazed.	
3.2	A key plan of land showing position of existing building and area occupied at the ground floor.	
4	Year of construction of the Building & Type of building	
5	Area of Vacant land to be used by the company	
6	Services Provided	
6.1	Water supply: Whether Municipal water supply is available or not whether it is from ring well or hand pump; suitability of water to drinking should also be indicated. Availability of 24 hrs water supply.	
6.2	Type of Sewerage and garbage disposal area.	
6.3	Electricity: Whether surface or concealed wiring. Availability of power backup (silent generator set).	
6.4	Drains: Type of drains provided.	
6.5	Fencing / Compound wall: Is there any proper fencing/compound wall and security Gate & Lights.	
6.6	List of basic Furnishing and fixtures including Fans, Geysers, ACs, etc.	
6.7	Non-encumbrance certificate from Competent Authority	

I / We declare that I am / we are the absolute owner of the plot / building offered to you and having valid marketable title over the above. Copy of valid title deed along with map is enclosed with proposal.



Signature of Property/House/Building owner along with name

Format for FINANCIAL BID

Subject: Hiring Office Accommodation for Site Office Roing under NHIDCL PMU-Anini Roing, Arunachal Pradesh.

I / We, refer to your advertisement dated _____ in _____ (here mention name of the newspaper / website) and offer to give you on lease the premises described here below for your Site Office Roing under NHIDCL PMU-Anini, Arunachal Pradesh-792101.

Rent payable at the following rate:-

Total carpet area offered for rent / lease Rate per Sq. ft (inclusive of all taxes and charges) on carpet area basis.	Amount in figure (Rs.)	Amount in words(Rs.)

I / We undertake to execute an agreement to lease / regular lease deed, in your favour containing the mutually accepted / sanctioned terms of the lease within the stipulated time frame. I / We undertake to bear the entire charges towards stamp duty and registration of the lease deed.



Signature of Property/House/Building owner along with name