

TENDER FOR LEASING OUT OF OFFICE PREMISES (ASSAM TYPE HOUSE) AT PANDU TERMINAL, IWAI, GUWAHATI – 12



JULY 2022

Tender No. IWAI/GHY/3(13)/Pandu/2019 (Part)

भारतीय अंतर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)

(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार)

R.O: Pandu Port Complex, Pandu, Guwahati – 781 012, Assam

Telephone No: 0361-2676925, 2676929, 2570099

Email: - dirguw.iwai@nic.in Web Site:- www.iwai.nic.in

(For publication in News Paper)



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Notice Inviting Tender

Tender No. IWAI/GHY/3(13)/Pandu/2019 (Part)

Bids are invited from reputed organizations having experience in IWT/BG siding related activities for “**LEASING OUT OF OFFICE PREMISES (ASSAM TYPE HOUSE) AT PANDU TERMINAL, IWAI, GUWAHATI - 12**”. The Details of NIT: - Date of download: From 2.8.2022 to 16.8.2022; Last date of submission is up to 15:00 hours on 16.8.2022. Date of opening: - 17.8.2022 at 15:00 hours. Cost of tender document is Rs. 590/- including GST @18%. For other terms & conditions may refer to IWAI website www.iwai.nic.in

Director, Guwahati



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TENDER FOR LEASING OUT OF OFFICE PREMISES (ASSAM TYPE HOUSE) AT PANDU TERMINAL, IWAI, GUWAHATI – 12

Proposal: Inland Waterways Authority of India (IWAI) a statutory body of Ministry of Port Shipping & Waterways, Govt. of India is entrusted for development and regulation of inland waterways for shipping and navigation. IWAI is having its head office at A – 13, Sector – 1, Noida and one of its Regional Offices at Pandu, Guwahati in Assam. IWAI intends to lease out an office space with Assam type building having area of about 100.33 sqm This spare area is proposed to be given on rent to interested Organizations, preferably to IWAI Stakeholders (Waterways users) / BG Siding users for their office use for a period of 11 months with a provision of extending the same for a period 3 (three) consecutive terms with 5% escalation on yearly basis. The initial period of lease is to be for 11 months and the further extension will be on mutual consent. The terms and condition will be as per lease agreement to be signed between the successful bidder and IWAI as per format attached herewith. As Annex-I.

Cost of tender document: Bidders participating in this tender is required to deposit an amount of Rs. 500/- plus GST @18% i.e. total=Rs. 590/- (Rupees Five Hundred ninety only) to be paid through RTGS / NEFT in the following Account:-

Name of Bank Account: IWAI FUND PLAN

Bank Name & Address:- PUNJAB NATIONAL BANK, MALIGAON

Account No. :- 4589001800000074

IFSC :- PUNB0458900

GST No. of IWAI :- 18AATI7021F1ZX

Scope of work: The scope of work includes leasing out of the office space to the interested Organization/ Agency engaged in IWT / Pandu BG Siding related activities on as is where is basis is. The space would be handed over to the Lessee after signing of the lease agreement with IWAI (Lessor). Interiors and furnishing shall be done by the lessee at his cost. Charges for use of electricity shall be on actual basis.

Any other charges for utilization of port facilities will be applicable as per Inland Waterways Authority of India (Levy and Collection of fees and charges) Regulations, 2011 and its amendments.

Lessee wanted to utilise the IWAI B G Siding at Pandu, need to have Co-User permission from Railway / IWAI.

Period of Right to use: Initial period of lease will be 11 months with a provision of extending the same for a period 3(three) consecutive terms with 5% escalation on yearly basis. Further extension will be on mutual consent. The terms and condition will be as per lease agreement to be signed between the successful bidder and IWAI as per format attached herewith.

How to apply: Interested Organization / Agency is invited for taking the above - mentioned area for their office use relating to IWT activities. Site may be visited and details may be seen in person on any working days between 11:00 AM to 5:00 PM. The bid shall be submitted in two cover system. **1st cover duly superscribed as Technical bid** shall consists of documents for qualifying the event. The **2nd cover duly superscribed as Price bid** shall have only BOQ to be submitted in the prescribed format attached with this tender as Annex-II. The covers / envelopes are to be duly sealed and both the cover for technical as well as price bids need to be enclosed separately in one envelope addressed to:

The Director

RO, IWAI, Pandu Terminal

Pandu, Guwahati – 781 012.

Important dates:-

Document Download Start date:	2.8.2022 at 12:00 hrs
Document Download End date:	16.8.2022 at 15:00 hrs
Last Date of Submission:	16.8.2022 at 15:00 hrs
Date of Opening of Tender:	17.8.2022 at 15:00 hrs

The following documents needs to be provided in the technical bid for qualifying the event:-

- (i) Copy of experience certificate or related documents with IWT related works / BG siding related works
- (ii) Profile of the agency / organisation, area of business
- (iii) Bank account details
- (iv) Full address with telephone, mobile, e-mail etc.
- (v) GST registration no.
- (vi) PAN details
- (vii) Signed copy of the tender document.
- (viii) Exact purpose for space requirement.
- (ix) Any other relevant documents.
- (x) Financial credential of the company.

The agency / organisation having no connection with IWT movement / activities / BG siding activities will not be qualified in the technical bid. Price bid of such bidder will not be considered by IWAI.

Bid Cover should mention the name of the work. The bid should reach by the last date and time of receiving as mentioned.

Methods of selection: Selection of the agency / organization shall be made based on the details submitted in the technical bids for its qualification. The technical bid will be opened on the scheduled day and time at RO, IWAI, Guwahati. The price bid of the qualified agency/organisation may also be opened on the same day. The highest bidder will be chosen as the Lessee. A lease agreement is to be signed between IWAI and Lessee as per sample format attached as Annex-I.

Duly sealed bid document shall have to reach the office of the Director, Inland Waterways Authority of India, Pandu Terminal, Guwahati – 781 012 latest by 16.8.2022. The sealed envelope shall be super scribed with the name of the work i.e., ***“LEASING OUT OF OFFICE PREMISES (ASSAM TYPE HOUSE) AT PANDU TERMINAL, IWAI, GUWAHATI – 12”***

Director,
IWAI, Guwahati

-Draft Lease Agreement –

M/s Inland Waterways Authority of India (hereinafter referred to as “**Lessor**”) has agreed to sub-let Assam Type building inside Pandu Port complex (hereinafter referred to as “**Premise(s)**”), having a space of about 100.33 sqm, to **M/s** (hereinafter referred to as “**Lessee**”).

The terms and conditions to be set out in the Lease Agreement / Deed are as described below:

- | | |
|-------------------------------|---|
| 1. General Provisions | <p>1.1 All expenses relating to the stamping and registration of the Lease Deed or any extension thereof shall be borne by the Lessee.</p> <p>1.2 The Lease Deed shall constitute the entire Agreement between the parties and revokes & supersedes all previous discussions / correspondence and agreements, between the parties, if any, concerning the matters covered herein whether written, oral or implied. The Lease Deed shall not be changed or modified except by written amendment mutually agreed by the parties.</p> <p>1.3 Any notice, letter, communication etc. to be made, served or communicated unto the Lessor under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Lessor at the address mentioned above <u>(to be mentioned at the starting of the Lease Deed)</u> or such other address as may be intimated by the Lessor in this behalf and sent by registered post / fax. Similarly, any notice, letter or communication to the Lessee shall be deemed to be made, served or communicated only if the same in writing is addressed <u>(to be mentioned at the starting of the Lease Deed)</u> to the address of the Lessee mentioned above or to the address of the said Premises by registered post / fax.</p> |
| 2. Tenure of the Lease | <p>2.1 The Agreement of Rent shall be made for a fixed duration of eleven (11) months w.e.f. dd.mm.2022 which shall be extendable on mutual</p> |

consent of both the parties.

- 3. Lock In Period** 3.1 There shall be no “**Lock In**” period of the lease, either party shall have the right to terminate the Lease Agreement, by giving one month notice to the other party with no cost.
- 4. Monthly Rent** 4.1 The Lessor would give to the Lessee the Premises with fitting and fixtures on lease for a period of eleven (11) months w.e.f. dd.mm.2022 to dd.mm.2023 on a monthly rent of INR + GST. The monthly rent is inclusive of recurring charges for repair and maintenance of the Premises; and Municipal Tax (House / Property Tax) but exclusive of water & electricity charges which shall be borne by Lessee.
- 4.2 The Lessor further represents and warrants that the incidence of taxes on property, levies, rates, cesses, charges and fees, wealth tax etc. in respect of the said Premises as on date of signing of the Agreement is “Nil”. Further, the Municipal Tax component included in the rent as indicated above is “Nil”. However, any / all property related levies / taxes / charges / rates / cesses / fees / wealth tax etc. which may be imposed by Government / any other authority / authorities in respect of the Premises leased under the Agreement or which may become payable before, during or after the term of the Lease Agreement, and all increases / fresh impositions thereof as applicable and attributable to the Premises leased under the Agreement shall be solely and exclusively borne by the Lessee and the Lessee hereby undertakes not to claim any amount in respect of the same from the Lessor. Further, taxes imposed on the rental income receivable by Lessor shall be borne by the Lessee.
- 5. Security Deposit** 5.1 The Lessor shall take three (3) month’s rent in advance as Security Deposit. Upon expiry of the lease period or the sooner termination of the lease and upon the Lessee handing over possession of the said Premises, the Security Deposit shall be forthwith refunded by the Lessor, after deduction of dues if any, by the Lessor upon the Lessee handing over vacant peaceful possession of the said Premises along with the fittings and fixtures provided by the Lessor

in good condition (normal wear and tear excepted).

- 5.2 Lessor shall return back the Interest Free Security Deposit (IFSD) to the Lessee within fifteen (15) days on production of No Dues Certificate.

**6. Water &
Electricity
Charges**

- 6.1 The Lessee shall agree and undertake to pay by the due date, the electricity & water charges as recorded in the meters separately provided for recording of consumption of water & electricity for the said Premises.
- 6.2 It is understood that water and electricity charges are subject to enhancement as may be periodically decided by the concerned Municipal Authority / Board / Agency. It is clearly understood that any default in payment of any charges / dues on account of electricity or water shall immediately invite disconnection of the service to the said Premises which can be restored only after full clearance of the dues along with the applicable interest.

7. Insurance

- 7.1 The Lessee shall at all the times maintain at its own cost a comprehensive insurance policy, insuring the Premises against fire, natural calamities like earthquake, flood, storm, riots etc.
- 7.2 The Lessee undertakes to supply to the Lessor free of cost, copies of documents evidencing renewal of insurance policies taken by the Lessee in respect of the leased Premises as and when the said policies are renewed by the Lessee. The Lessee also undertakes to insure the interior office space of the leased Premises at its own cost.

8. Payment

- 8.1 The payment of monthly rent, subject to deduction of TDS at source, as applicable from time to time, for which TDS certificates shall be issued by the Lessee to the Lessor which will be handed over to them within the stipulated period, shall be payable by the Lessee.

The Lessor shall raise monthly invoice for the monthly lease rent payable by the Lessee and shall issue stamped receipt on receipt of the payment.

8.2 Rent is to be paid in advance then the 1st of every month may be considered as the due date of lease payment. If any amount payable by the Lessee to the Lessor by way of rent or any other charges or dues under the Lease Deed are unpaid for a period of fifteen (15) days after the same have become due & payable and are not paid even after a notice in writing to do so within a further period of fifteen (15) days, the Lessor shall be entitled to claim interest at the rate of @18% p.a. compounded monthly on the total period of delay or to terminate the lease and re-enter the said Premises or any part thereof and/or put its own lock on the main entrance door of the said Premises after giving a final notice of thirty (30) days for vacation of the said Premises and handing over its peaceful vacant possession to the Lessor. The Lease Deed in such an event shall be treated as terminated and having come to an end and all unadjusted Security Deposits lying with the Lessor shall become liable for adjustment against the amounts payable by the Lessee. After such adjustments, the balance Security Deposit shall be forthwith paid by the Lessor to the Lessee.

9. Repair & Maintenance

9.1 The Lessee shall maintain all the fixtures & fittings and air-conditioners (if installed) in good order and working condition and the day-to-day maintenance of the Premises shall be the responsibility of the Lessee at his cost.

9.2 The regular repairing / maintenance of the said Premises i.e. whitewashing, colouring of the inner walls etc., shall be done by Lessor as per CPWD norms.

9.3 The Lessee shall be liable to pay to the Lessor for the breakages / damages caused to the property as well as electricity, air-conditioners (if installed), sanitary and any other fittings of the Premises during the lease period.

10. Obligations of the Lessee

10.1 During the period of lease, the Lessee shall use the said Premises for the exclusive purpose of running its own office only. The Lessee undertakes to use the said Premises solely and exclusively for running its own office for its employees, officials, associates,

representatives etc. and not to carry on or permit to be carried on in the said Premises or in any part thereof any activity which is likely to be unlawful, obnoxious or to cause nuisance to the said Premises / Building or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure or in any manner interfere with use of common areas.

- 10.2 The Lessee shall not make any additions or alterations in the Premises without the written consent of the Lessor and handover the schedule premises as it is leased out to the Lessee on the termination of the lease along with the fixtures & fittings in good working condition.
- 10.3 The Lessee shall not give shelter in the said premises to criminals and terrorists etc. and shall also not indulge in any unlawful activities.
- 10.4 The Lessee shall not store in the leased premises any combustible material or any other material banned by the Authorities.
- 10.5 The Lessee during the occupation shall comply with all the rules and regulations of the local authorities whatsoever with relation to the said Premises.
- 10.6 The Lessee shall permit the Lessor to inspect the Premises whenever necessary. Further, the Lessor represents and warrants that he shall be fully empowered / authorized and able to make the lease agreement and that he shall hold the Lessee free from any demand / claim / action or proceedings by other without disturbing possession of the Premises.

**11. Obligations
of the Lessor**

- 11.1 The Lessor shall permit the Lessee at the cost of the Lessee the erection of internal partitions and other internal alterations & additions as may be necessary for the business of the Lessee provided that if such additions or alterations, require the prior approval or permission of any Municipal Authority or any other Local Body or Government Authority, the Lessee shall not carry out such additions or alterations or erections without obtaining the prior

permission or complying with such rules and regulations as may be prescribed by such Municipal or Local Body or Government Authority.

12. Sub-letting by Lessee

- 12.1 The Lessee absolutely undertakes that it shall not assign, transfer, sublet, mortgage, underlet or grant leave and license or transfer or part with or share possession of the said Premises or any portion thereof in any manner whatsoever, unless allowed by the Lessor in writing and upon such revised terms and conditions as may be imposed by the Lessor.
- 12.2 In the event of use of any portion of the said Premises by the subsidiary and / or sister concern of the Lessee as mentioned above, the sole responsibility of payment of rent and other dues / charges shall be that of the Lessee alone. Any unauthorized use of the said Premises shall immediately entitle and empower the Lessor to terminate the lease and enter the said Premises after serving the notice upon the Lessee as per the terms of notice mentioned herein.

13. Handing Over of the Premises

- 13.1 The Lessee shall handover vacant possession of the said Premises on the expiry of the lease or earlier termination, thereof with all the fittings & fixtures etc. without causing any damage to the walls, floors or ceiling or other parts of the interior as provided by the Lessor of the said Premises (reasonable wear and tear excepted).
- 13.2 In case the Lessee does not vacate and handover the possession of the Premises to the Lessor on the expiry of the lease, the Lessee would be liable to pay illegal occupancy charges @twice the prevalent market rate as on the date the Lessee is liable to vacate the premises, per day as damages or penalty including the cost of litigation, penalties or fine etc., to the Lessor.

14. Indemnity

- 14.1 The Lessee hereby indemnifies the Lessor and assures the Lessor that the Lessee and / or its subsidiaries and affiliated sister concerns occupying the said Premises:
- (a) Shall not add / remove / alter / amend / change / modify in any

manner whatsoever the structure of the said premises.

- (b) Shall not decorate the exterior of the said Premises otherwise than in the manner agreed in writing by the Lessor.
- (c) Shall not change or permit change of the colour scheme of the outer walls or paint on the exterior side of the doors and windows etc. or carry out any change in the exterior elevation and/or exterior design of the said Premises.
- (d) Shall not violate any term of this Lease Deed. In case any such violation is noticed by the Lessor, then, in that case the Lessee shall rectify the violation within 15 days from the date on which such violation is brought to the notice of the Lessee by the Lessor, and on its failure to do so shall call for termination of the lease by the Lessor and the Lessee shall also be liable for all expenses, losses and damages caused to the said Premises due to the fault of the Lessee.

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| 15. Termination | 15.1 | Except for an act of default by the Lessor under the Lease Deed, the Lessee shall not have the right to terminate the Lease hereby granted and to vacate the said Premises until the expiry of Lock In period from the date of commencement of the same. |
| | 15.2 | The Lessee shall agree and undertake that in case it terminates the lease before the expiry of the initial Lock In period by a specific notice or through action of non-payment of its dues payable to the Lessor for reasons other than an act of default by the Lessor under the Lease Deed, then the Lessee agrees to be liable to pay and hereby authorizes the Lessor to claim the entire rent and other charges for the remaining unexpired period out of the Lock In period from the Lessee and to adjust the same from any deposits of the Lessee lying with the Lessor at that point of time. |
| 16. Laws governing the Deed | 16.1 | The Lease Deed would be governed by the laws of India without regard to conflict of laws principles. |
| | 16.2 | Since the agreement has been signed and executed at <u>Guwahati</u> , hence, the Courts at <u>Guwahati</u> shall have the sole and exclusive |

jurisdiction on the matters arising out of this agreement.

17. **Arbitration** 17.1 In the event of any dispute or differences arising out of or relating to or with reference to or in connection with this Lease Deed, including the terminate of the Lease Deed, the same shall be resolved through Arbitration under the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof, through a Sole Arbitrator who will be appointed by mutual agreement between the parties. The venue of the Arbitration proceedings shall be at **Guwahati**.
18. **Miscellaneous Provisions** 18.1 The Lessee shall agree and give its consent that it would have no objection to the Lessor raising finance by way of mortgage or any other charge on the said Premises subject however that creation of such mortgage / charge shall not affect the rights of the Lessee to use the said Premises during the term of lease. However, the Lessor shall inform in writing to the Lessee as and when any mortgage transaction in respect of the Leased Premises is entered by the Lessor.
- 18.2 If during the term of the lease, the said Premises or any part thereof be acquired or requisitioned by the Government or any local body or authority under any future Act or Rules made which are applicable to all such properties in the area, then in such event the Lessee shall be entitled to terminate the Lease Deed. Upon such termination, the Security Deposit shall be forthwith refunded by the Lessor.

Bill of quantities (BoQ)

Sl No.	Particulars	Rate of Rent (Rs.)	Unit	Qty	Amount (Rs.)
1	Lease rent for Assam type house premises of about 100.33sqm at Pandu port complex to be used for IWT/BG siding related works		per month	1	
Rupees:					

Note: The rate is excluding GST

Signature of Authorized signatory

Seal