

M/s. _____

Cost of Tender Form : Rs. 500/-

Receipt No.:

Date :

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

(Tilam Sangh) Kota Project

Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)

Phone No. : 0744-2471183, Fax : (0744) 2980159, TIN 08702102109 E-Mail : tilamsangh@gmail.com

TENDER DOCUMENT FOR LEASE OF A ROOM & A HALL IN GUEST HOUSE SITUATED AT KOTA PROJECT

1 Tender Ref. No.	: LB-1R/19
2 Cost of Tender Document	: Rs. 500
3 Last date of issue of Document from Office	: Up to 5:00 PM on 16.01.2019
4 Last Date & Time of Receipt of Document	: Up to 1:00 PM on 17.01.2019
5 Date & Time of Opening of Tender	: At 3:00 PM on 17.01.2019
6 Place of Opening of Tender	: Tilam Sangh Rajasthan, Kota Project, Rawatbhata Road Kota
7 Approx Tender Value	: Rs. 1.0 Lac.
8 EMD Required	: Rs.2000

Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd., Kota, popularly known as Tilam Sangh, invites sealed tenders on "as is where is basis" basis from Interested Firms/Parties for leasing out one room & one hall in its Guest House situated at Kota Project. Rates are to be furnished in enclosed format at **Annexure-'A'**. Details of Space to be rented is available at **Schedule 'A'**.

1. GUIDELINES FOR TENDER DOCUMENT

- 1.1 Tender bids not accompanied by prescribed earnest money shall be liable for rejection.
- 1.2 Bidders should furnish their complete address with proof, telephone / Mobile numbers for the purpose of further correspondence and communication pertaining to the tender, any change in the same should be intimated promptly.
- 1.3 Correction in the tender bid should be noted over and initialed at the place of correction.

- 1.4 Negligence of bidder in preparing tender bid confers no right to withdraw the bid after it is submitted.
- 1.5 All the tender bids should be either in English or Hindi only.
- 1.6 Tender bids should be kept valid for acceptance for a period of three months from the date of opening of tender bid.
- 1.7 General Manager, Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd., Kota reserves the right to accept or reject all or any tender bid partly or fully without assigning any reason whatsoever to bidder.
- 1.8 The rates must be quoted in words as well as in figures and shall be firm and unconditional.
- 1.9 No other conditions except those mentioned in the tender document will be entertained in the tender.
- 1.10 The space will be given on “**as is where is**” basis. The space may be inspected by the tenderer during working hours. Similarly while handing over back to Tilam Sangh space should be in good & sound condition.
- 1.11 Detailed terms & conditions given in tender document constitute an integral part of tender bid/agreement.
- 1.12 The tenderer shall sign the tender document on each page at the end in token of acceptance of all terms & conditions of the tender.
- 1.13 An agreement will have to be executed on award of contract and before taking over charge.
- 1.14 Tenderer is required to mention his status in the tender i.e. whether he is Proprietor, Partner or Director. In case he is a Partner or Director, his authority to file and sign the documents together with copy of the deed of Partnership or copy of Board’s Resolution alongwith copy of Articles or Association/Memorandum of Association/PAN No. must be submitted with the tender.
- 1.15 All incidentals expenses connected with execution of this deed and stamp duty shall be borne by the tenderer.

2. TENDER PROCEDURE

2.1 In case tender form is downloaded from website or Govt. Portal then an additional draft of Rs. 500/-towards the cost of tender form is to be enclosed along with earnest money. In the absence of this tender will not be considered.

2.2 The tenders should be sent by registered post with acknowledge due so as to reach Tilam Sangh not later than 1.00 PM on 17.01.2019. Alternatively tenderer or their authorized representative should submit tender personally by the prescribed time & date.

- 2.3 The tender should be put in sealed cover duly super-scribed as "tender for lease of Space in Guest House" specifying the name of project.
- 2.4 No responsibility shall be taken for premature opening of tender which is not properly addressed or identified.
- 2.5 No telegraphic/telephonic/letter/email-tender bids shall be considered. However, any amendment sent by telegram/fax to the tender already submitted, shall be considered provided it is in conformity with tender document and is received before due date and time for closing the tender and it is confirmed in writing by post within one week of closing of tender bid.

3. EARNEST MONEY DEPOSIT

- 3.1 All tenderers shall be required to deposit an EMD of Rs. 2000/- either in cash or through a demand draft of any Nationalized Bank in favour of "Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd." payable at Kota.
- 3.2 No interest will be paid on EMD (Earnest Money Deposit).

4. CONDITIONS IN CASE TENDER IS AWARDED

- 4.1 Federation shall grant to the tenderer a non-transferable lease to use and occupy the Scheduled Property mentioned in Schedule-A hereto during the occupation for their own business purpose for a term of 11 months and the tenderer accepts the same. The Federation has full authority to deal with the said Scheduled Property and grant the lease thereof to the tenderer. The tenderer shall also be entitled to use all the facilities and amenities, incidental to the said Scheduled Property.
- 4.2 The month of the lease shall be as per the English Calendar month.
- 4.3 The lease shall be operative and in force and effect for a period of 11 months.
- 4.4 The lease stands termination at the end of 11 months for Space unless renewed with mutual consent of the parties. In case of renewal of lease agreement for Space for another 11 months, the rent will be increased by 10%.

5. RENT

For allowing the use and occupation rights of the scheduled property as tenderer thereof, the tenderer shall pay rent and GST in advance, after deducting tax at source as per the Income Tax Act 1961 or any other applicable laws in force from time to time, by submitting 11 post dated cheques (PDC). Each PDC shall be payable on 5th of every month to the Federation. The lease shall be granted by the Federation to the tenderer for the quiet, peaceful and uninterrupted possession, occupation and use of the Scheduled Property for the entire Lease period unless terminated earlier in accordance with the provisions of the terms mentioned herein.

6. INSPECTION

The parties can carry out a joint inspection of the condition of the Scheduled Property at the time of taking possession of the Scheduled Property from the Federation and at the time of handing over thereof at the expiration or sooner determination occupation. The observations, if any, shall be reduced to writing and shall be signed by authorized representatives of both the parties in duplicate, one to be retained by each party. The joint inspection report shall act as conclusive proof of the condition of the Scheduled Property at the time of handing over possession to the Federation vis-à-vis any claim for damage to the Scheduled Property due to any act or omission of the tenderer. In case after such joint inspection, the Scheduled Property is found in the same condition without any significant damage, save and except normal wear and tear, the Federation shall be bound to refund to the tenderer the security deposit in full without any deductions immediately at the time of handing over of the Scheduled Property. In case after such joint inspection, the Scheduled Property is found to have suffered any damage, save and except normal wear and tear, the Federation shall deduct reasonable amount from the security deposit amount.

- 7 The tenderer shall deposit and pay to the Federation, as refundable interest free security deposit equivalent to two month rent by DD or RTGS/Bank Guarantee, receipt of which the Federation hereby acknowledge. The Security Deposit shall be refunded by the Federation to the tenderer at the time of vacating the Scheduled Property on the expiry of this agreement by efflux of time or on its sooner termination as provided herein or any other mutually extended period. The security deposit shall be refunded at the time of handing over possession of the Scheduled Property without any deductions except and save as recited in herein above, provided the tenderer pay all outstanding dues payable by them on or before vacating the leased premises.
- 8 It is stated that on the expiry of the occupation period or on expiry of any renewal thereof either by efflux of time or earlier termination thereof due to any reason whatsoever as provided herein the Federation shall forthwith refund without interest the security deposit to the tenderer simultaneously with the tenderer removing itself / its officers / officers/ employees using the Scheduled Property and vacating the Scheduled Property and giving charge thereof to the Federation subject to reasonable wear and tear, damage/loss to/ destruction of the premises due to a force majeure event not caused by the willful neglect on the party of the tenderer, its officers/ employees and anything beyond the control of the Lessee.
- 9 If required by the successful tenderers, electricity shall be provided by us and charged on monthly actual basis, for which the tenderer agrees.
- 10 The tenderer shall be free to store such commodities except hazardous and extra hazardous commodities in Space.

- 11 All the statutory liabilities/any other liability arising out of activity/actions/non-actions on the part of tenderer during the period or arising after the expiry of period concerning to the contract period shall be borne by tenderer. During the currency of contract period all statutory requirements shall be carried out by the tenderer.
- 12 Lawful activity, tress pass, control limit Act, or any, other action applicable shall be the liability of the tenderer.
- 13 Any overdue payment by the tenderer shall attract payment of interest @ 18% per annum from the date it becomes due till the date of actual payment.
- 14 That if for any reason, the tenderer/party continues to have its possession on premises even after expiry of the specified period, the Federation shall be entitled to charge penalty @ two times of the rent calculated on per day basis over and above the monthly rent prevailing at that time.
- 15 That the tenderer will, during the continuance of the occupation pay to the Federation the lease rent plus all taxes if applicable on or before 5th of every month in advance and that such payment will always be subject to deduction of tax at source, if applicable.
- 16 The tenderer shall use and occupy only the Scheduled Property for their day to day activities as mentioned herein above. He shall not be allowed to utilize any space other than Scheduled Property.
- 17 Tenderer will use the Scheduled Property with due care and caution and to keep and maintain the same in good condition.
- 18 Tenderer will observe and perform all the rules, regulations and bylaws for the time being in force of the Govt. or other body of persons that may be appointed to be in charge of the affairs of the building, or the local authorities, as the case may be so, in which the Scheduled Property is located.
- 19 Tenderer will not to do or permit to be done upon the Scheduled Property anything, which may be a nuisance and annoyance to the other occupants of the other premises adjacent or in the neighborhood or anything of an illegal nature.
- 20 On the termination / expiry of the Lease Term, unless in case of a renewal thereof, the tenderer shall deliver the Scheduled Property in such order and condition as is consistent with the terms and conditions on the part of the tenderer herein contained save and except normal wear and tear and save and except any damage to the Scheduled Property by fire (unless the fire has occurred due to negligence of the tenderer).
- 21 Tenderer will provide access to any of the duly authorized representatives of the Federation during normal business hours and business days to inspect the Scheduled Property from time to time upon such representative seeking a prior appointment with reasonable notice of at least one business day.
- 22 The de jure possession of the Scheduled Property shall always remain with the Federation and the tenderer shall have full charge and control denovo over the Scheduled Property and the Federation will have access hereto at all

reasonable working hours. The tenderer shall hand over the keys of the Scheduled Property to the Federation on expiry or earlier termination of the Lease. Notwithstanding anything herein contained, it is hereby expressly understood that neither any tenancy rights nor any leasehold right or interest in the nature of tenancy or sub-tenancy nor any other interest in the Scheduled Property or otherwise what so ever except the permission to exclusively use and occupy the scheduled property as a mere tenderers as herein will be granted is created or intended to be created by the terms in favour of the tenderer. The tenderer will hereby declare that the Federation will enter into the Agreement on the assurance hereby given by the tenderer that it or any other person claiming or deemed to claim under it has no intention of claiming and will not claim any leasehold or tenancy rights or otherwise to the Scheduled Property other than the permission hereby given to exclusively occupy and use the Scheduled Property as a bare tenderer during the Lease Term and the tenderer shall not claim any other right whatsoever.

- 23 The Federation covenants with the tenderer to permit the tenderer to peacefully quietly hold and enjoy the Scheduled Property without any interruption or disturbance from or by the Federation during the Lease Term and for such renewed duration till the termination or expiry of such renewed Lease Terms as per the terms mentioned herein.
- 24 The Federation is not in a position to carry out major repair works, structural repairs, defects and water proofing works of the Scheduled Property, however successful tenderer shall be allowed to vacate the premises without any notice payment, if major repair, as mentioned above, is required. All day to day minor repairs within scheduled property shall also be required to be carried out by the successful tenderer. It is the responsibility of successful tenderer to satisfy himself on physical inspection of scheduled property, before submitting the bid.
- 25 Tenderer will not carry out any major repairs or the tenderer will not undertake to make any alterations, constructions or changes in the scheduled property that will materially change the appearance of the schedule property or will materially diminish the market value. Moreover the tenderer shall not be liable to erect any permanent constructions so as to change the appearance of the scheduled property, both outside as well as inside.
- 26 The Federation shall have no objection to and shall ensure that the tenderer, employees, officers have clear and uninterrupted access to the Scheduled Property, 24 hours a day and 7 days a week throughout the Lease Term.
- 27 Tenderer shall be entitled to return the Scheduled Property to the Federation in the condition in which it is at the time of occupation the Scheduled Property subject to normal wear and tear.
- 28 The tenderer may display name boards at the entrance of the Scheduled Property, main entrance lobby at ground floor and at such other permitted locations during the Lease Term.
- 29 In the event that the scheduled premises or any part thereof is destroyed or damaged or rendered unfit for occupation due to force majeure or act of God beyond the reasonable control of the tenderer, the tenderer shall notify in writing to the Federation in respect thereof. In the event that the Federation fails to effect repairs to the Scheduled Property to render the Scheduled Property fit for use within a reasonable period from the date of receipt of written intimation from the tenderer, the tenderer shall have the right to terminate this Lease. It is confirmed or assumed that if the Schedule

Property is unfit for occupation due to any act of God or force majeure event beyond the control of Tenderer or Federation, but the tenderer continues to occupy the scheduled property then the tenderer is liable to pay mutually agreed lease rent proportionate to the usage of the premises.

- 30 In the event of default by successful tenderer in respect of any of the terms herein including misrepresentation, suppression of material records or breach of any terms of the Agreement, the Agreement may be terminated by the federation by giving one month's written notice of the same.
- 31 The Federation shall be entitled to terminate the lease, if the tenderer commits a material breach or default of the terms and conditions of this lease. However, in that event any material breach noticed by the Federation will be brought to the notice of tenderer in writing by giving a month's notice to verify and rectify the breach. In case the tenderer fails to rectify the breach within this period, the Federation will be entitled to terminate the lease by giving one month notice to the tenderer in writing.
- 32 The federation/tenderer may terminate this Agreement during the subsistence of this lease or any renewal thereof by giving one month's notice to the tenderer/Federation or upon payment of one month lease rent in lieu thereof, without assigning any reason.
- 33 In case, if a dispute under this agreement arises then all efforts will be made by the parties here to reconcile the same through Conciliation and if then there is no amicable settlement to a dispute that may arisen, between the Federation and the tenderer, then the dispute will be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1966 and the rules framed there under from time to time and the decision or Award given by the Arbitrator(s) will be final and binding on both the parties. The Administrator/MD, Tilam Sangh or his authorized nominee to be arbitrator & the venue of the arbitration shall be at Kota/Jaipur and the proceeding shall be in English. Parties shall bear respective costs of arbitration unless otherwise directed by the arbitrator(s).

34 **JURISDICTION**

Any dispute arising out of or relating to the Lease or the failure of the conciliation proceedings, other than the proceedings for arbitration, shall be subject to exclusive jurisdiction of courts at Kota/Jaipur (Rajasthan).

35 **NOTICE**

Any notice required to be given hereunder shall deemed to have been given if sent by registered post acknowledgement due at the addresses of the parties and shall be deemed to have been received by the other party on expiry of seven days from the date on which it was received by the intended recipient/notice.

No modifications or amendments of this Lease shall be valid and binding unless made in writing and duly executed by both parties.

General Manager
R.R.T.U.S.S. Ltd.
Kota Project, Kota

SCHEDULE 'A' PROPERTY

SCHEDULE 'A' PROPERTY

**Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Limited, Kota Project
Rawatbhata Road, Kota-324010 (Raj.)**

“As is where is basis”

**Property : One Room & One Hall in Guest House situated at
Kota Project of Tilam Sangh**

General Manager
R.R.T.U.S.S. Ltd.
Kota Project, Kota

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(TILAM SANGH)**

OFFER OF RATES BY THE FIRM (Space in Guest House at Kota Project)

I/We offer the proposal towards taking the **Space in Guest House** on lease basis, which is situated at Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd., Rawatbhata Road, Kota-324010 (Rajasthan), for a period of 11 months. An agreement shall be executed between both the parties for the conditions as agreed.

Space on lease

**Lease Rent Amount
(Rs. Per Month for the Space)**

One Room and One Hall in
Guest House of Kota Project.

(In Figure)

(in Words)

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The Space in Guest House is on “as is where is basis” situated at Kota Project of Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd., Rawatbhata Road, Kota-324010 (Raj.).

GST and Other taxes will be extra as applicable from time to time, which may please be taken care of, while submitting the rate.

The above offer shall be valid for acceptance for a period of three months from the date of opening of bid.

1. Signature of Authorized Signatory :

2. Name of Tenderer :

3. Complete Address of the Tenderer :

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4. PAN No. :

5. GSTN :

6. (i) Telephone No./Mobile No. :

(ii) e-mail ID :

Seal of Firm/Party :