



**5th & 6th Floor, Vijaya Building
17, Barakhamba Road, New Delhi 110001**

Indicative Press Advertisement

**Tender Invitation
Dated: 16.05.2024**

EdCIL India Limited, a CPSE under Ministry of Education, Govt. of India invites bids for Hiring of Fully Furnished Office Space (10,000-11,000 sq. ft. super built-up area on a Single Floor only) on Rental Lease for EdCIL's Technical Support Group (TSG) New Delhi.

NIT No: EdCIL/TSG/Office Space/2024/01
Dated: 16.05.2024

Note: Further detail and complete RFP can be accessed from EdCIL's website:
<https://www.edcilindia.co.in/tenders>

Chief General Manager (TSG)



NOTICE INVITING TENDER (NIT)

Open Tender for Hiring of Fully Furnished on Rental Lease for EdCIL's Technical Support Group

NIT No: EdCIL/TSG/Office Space/2024/01

Dated: 16/05/2024

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EdCIL (India) Limited
(A Govt. of India 'Mini Ratna' Central Public Sector Enterprises)
'EdCIL House', Plot No. 18A, Sector- 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120-4156001-02, 4154003,
0120-4310840, 0120-2970206, 207

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SECTION – I: NOTICE INVITING TENDER

NIT No. EdCIL/TSG/Office Space/2024/01

Dt. 16.05.2024

Offers are invited for hiring suitable ready to move fully furnished office accommodation of having a super built-up area of approx 10000-11000 sq. ft. on single floor only. EdCIL (India) Limited on behalf of Ministry of Education (MoE), from the bonafide legal owners/lease holders of property/premises with clear title/lease deeds for "Hiring of Fully Furnished Office Space/Premises on Rental Lease for EdCIL's Technical Support Group (TSG)". The proposed office space/premises must be a convenient location within 5 kms from Shastri Bhawan.

The building space should have fully furnished with modular office work-stations, modular office tables, chairs, conference hall with tables and chairs, audio visual systems, server room, UPS room, Reception desk with, security rooms & access control system, electrical point, workstations, network points, air conditioners, LED Fixtures, separate washroom for gents and ladies with urinals and toilets rooms, washbasins, drinking water dispensing equipment and supply points, access control, LED lighting & fixtures, power backup, air conditioners, carpet, etc along sufficient parking space for at least 10-12 vehicles (4 wheelers and 2 wheelers).

On behalf of the Ministry of Education, EdCIL invites interested and eligible parties to download the detailed terms and conditions of the tender from EdCIL website www.edcilindia.co.in/Tenders (under link Tenders). The details is summarized as under:

Name of Work	Hiring of Fully Furnished Ready to Move Office Space fully furnished for its Technical Support Group (TSG) New Delhi within a radius of 5 Kms approximately from Shastri Bhawan, New Delhi.
Earnest Money Deposit	Rs 50,000/- (Rupees Fifty Thousand Only) In form of Demand Draft in favor of " EDCIL India Limited " payable at New Delhi from any of the Nationalized/Scheduled Bank in India. (BG should remain valid for 30 days beyond the period of validity of tender)
Name of Organization	EdCIL (India) Ltd
Tender Type	Open Tender
Tender Category (Services/ Goods/works)	Services
Currency	Indian Rupees (INR)
Date of Issue/Publishing	16.05.2024
Last Date and Time for receipts of Bids	26.05.2024 up to 15:00 Hrs.
Date and Time of Opening of Technical Bid	27.05.2024 at 15:00 Hrs.
Date and Time of Opening of Price Bid	To be intimated later on shortlisting of bids
No. of Covers	02 (Two Packet System) i.e., Technical & Price Bid
Bid Validity days	90 days (From last date of opening of tender)
Cost of Bid Document	NIL
Address for Communication	Chief General Manager (TSG) EdCIL (India) Limited, 6 th Floor, Vijaya Building 17, Barakhamba Road, New Delhi – 110 001
Contact No.	0120-23765600
Email Address	edcilsupport@edcil.co.in

Note:

- (i) Bidders are advised to update themselves for any modifications/corrigendum on this tender from website.
- (ii) Bids shall be submitted by bonafide legal genuine owners/lease holders of property/premises with clear title/lease deeds of property/premises. No brokers/agents are not allowed to participate in the tender. The bidders should not have been blacklisted by any of the Govt. organization in last three years.
- (iii) The Technical Support Group (TSG).
- (iv) The complete Tender Documents along with Bid Evaluation Criteria (BEC) are available on EdCIL website www.edcilindia.co.in/Tenders (under link Tenders) which can also be downloaded from the website.
- (v) EdCIL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and or time.

- (vi)** In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happen to be a holiday/closed day, the tender will be received and opened on the immediate next working day.
- (vii)** EdCIL reserves the right to amend the terms and conditions of the tender as deems necessary and no queries whatsoever grounds shall be entertained.
- (viii)** The participation in the tender does not entail any commitment from EdCIL. EdCIL reserves the right to accept any bid and to reject any or all bids without assigning any reason and no queries whatsoever shall be entertained.
- (ix)** EdCIL shall not be responsible for any delay, loss or non-receipt of bid. Telex/Fax/Telegraphic/email offers shall not be accepted. Bid received after due date and time are liable to be rejected.
- (x)** This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
- (xi)** The Tender shall be addressed to Chief General Manager (TSG), EdCIL India Limited, 6th Floor, Vijaya Building, 17, Barakhamba Road, New Delhi – 110001. The bidders are requested to refer the following instructions:

Instructions to Bidders- Section-II.
Special Conditions of the Contract - Section-III.
Format of Technical Bid Section-IV.
Format of Price Bid Section-V
- (xii)** Corrigendum/Addendum, if any, to these tenders, would appear on EDCIL website only & will not be published in any other media, therefore, bidders are requested to visit above website regularly.
- (xiii)** Interested Bidders or their representatives who would like to be present for the technical bid opening at 5th & 6th Floor, Vijaya Building, 17, Barakhamba Road, New Delhi – 110001. The representatives (other than the property owners) should carry a letter of authorization by the Property Owner.

Chief General Manager (TSG)
EdCIL India Limited,
6th Floor, Vijaya Building,
17, Barakhamba Road,
New Delhi- 110001

Section – II: Instruction to Bidder(s)

This Notice Inviting Tender/Quotation for Hiring suitable ready to move fully furnished office accommodation of having a super built-up area of approx 10000-11000 sq. ft. on single floor only. EdCIL (India) Limited on behalf of Ministry of Education (MoE), from the Bonafede legal owners/lease holders of property/premises with clear title/lease deeds for "Hiring of Fully Furnished Office Space/Premises on Rental Lease for EdCIL's Technical Support Group (TSG). for Section-I: Notice Inviting Tender/Quotation; Section-II: Instruction to Bidder(s); Section-III: Special Terms and Conditions of Contract Section-IV: arts (i) (ii) Part-A: Technical Bid and (iii) Part-B: Price Bid.

Terms & Conditions:

1. EdCIL India Limited (EdCIL), a Central Public Sector Enterprise under administrative control of the Ministry of Education, EdCIL's TSG intends to hire office space on lease with super built-up area approx. 10000-11000 sq. ft. with the following amenities through open tender:
 - (i) HVAC/Air-Conditioned Office Space.
 - (ii) Fully Furnished Accommodation (as per indicative design and requirement as detailed in 'Annexure-III' of NIQ).
 - (iii) Electricity Connection with adequate electrical fixtures with provision for installation
 - (iv) 100% Power Backup for Light Load AC/Lighting.
 - (v) Parking Space for approximately 10-12 vehicles (4 wheelers and 2 wheelers).
 - (vi) At least two Lifts with Power Backup.
 - (vii) Internet and Telecom LAN Cabling and Wiring.

The proposed premises must be within a radius of approximately 5 Kms from Shastri Bhawan, New Delhi.

Interested parties/authorized representatives are requested to submit their offers in two separate sealed packets super scribed "Technical Bid for EdCIL Office Space" and "Price Bid for EdCIL Office Space" in prescribed format (in printed hardcopy duly signed) that can be downloaded from our website www.edcilindia.co.in/Tenders the last date to submit the duly filled in Sealed Offers shall be as per NIT.

2. The invitation to bid is open to legal owners/Lease holders/power of attorney holders of the properties located in the area mentioned in the Tender documents. The prospective bidders should submit their bids strictly in the proforma prescribed in the Tender documents. Tender from intermediaries or brokers will not be entertained.
3. The successful bidder will be declared as 'the Lessor' which means and includes not only the bidder but also his legal heirs, successors, legal representatives etc.
4. The bidder is expected to examine all the instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish the information as required in the bidding documents or submission of the bid not substantially responsive to bidding documents in every respect will result in the rejection of the bid.
5. The bidder shall sign all the papers of the bid. In case bidder/owner is partnership firm/Society/Company, all the documents should be signed by the authorized person with seal.
6. The price bid should be submitted in specified Proforma given in Part-B: Price Bid and shall not contain any other information/document and should be submitted in sealed envelope.
7. In case of co-owners/joint owners, the bid documents i.e. technical bid and Price bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he should invariably submit an Authorization/ Power of Attorney to do so from the remaining owners.
8. The tender will be acceptable only from original owner/lease holder of the office space or person having valid power of attorney or who can under law let out the premises to EdCIL. The space offered should be free from disputes and litigation with respect to its ownership, lease/renting and pending payments against the offered space.
9. In case a particular bidder owns/leases more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bids containing technical bid and Price bid in respect of each such

premises.

10. Earnest Money (EMD)

- (a) The bidder shall furnish along with bid an Earnest Money Deposit (EMD) amounting to Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Demand Draft in favour of "EdCIL India Limited" payable at New Delhi.
- (b) The bids received without EMD shall be summarily rejected. EMD shall be placed and submitted in the envelope/packet containing Technical Bid.
- (c) The earnest money of unsuccessful bidders shall be refunded without interest after issue of Letter of Award to the successful bidder or signing of Agreement whichever is earlier.
- (d) The EMD amount can also be deposited through on-line mode i.e., RTGS/NEFT, for which the details are as under: -

S. No.	Particulars	Remarks
1	Beneficiary's Name	EdCIL India Ltd
2	Beneficiary's Bank Account No.	135905000197
3	Address	EdCIL India Limited, 5 th & 6 th Floor, Vijaya Building, 17, Barakhamba Road, New Delhi-110001
4	Bank & Branch Name	ICICI Bank, Barakhamba Road Branch
5	Bank's Address	G-4, 19 Arunachal Building, Barakhamba Road, New Delhi 110001
6	BSR Code of Bank
7	Branch Code
8	IFSC Code	ICIC0001359
9	PAN NO.	AAACE0575F
10	Contact No.	0120-4156001,4154003, 0120-2970206,207

Note: In case of deposit of EMD amount through online mode, the system generated Unique Transaction Receipt Number is to be attached with the Technical Bid. Any bid received without EMDs shall be summarily rejected.

11. The duly filled in offer must be submitted to the EdCIL (India) Limited, 5th & 6th Floor, Vijaya Building, Barakhamba Road, New Delhi - 110001. Each of the separate and sealed "Technical Bid" and "Price Bid" envelope should be placed inside a sealed outer envelope and must be super scribed as "EdCIL Office Space". The validity of the bid with T&C (as quoted) shall be for 90 days.

12. The office offered should be structurally sound and should be suitable for use as office and preferably ready to be occupied with approximately 100 workstation, cabins, small meeting room, conference hall, reception, partitions, cupboards, toilets, lifts, complete air conditioning etc. in place/fully working condition.

S. No.	Item Description	Particulars
1	Space requirement (Carpet Area)	10000-11000 sq.ft. (approx.).
2	Rooms + Cubicles + Workstations	The office space must be fully furnished Office Cabins with modular office work-stations, modular office chairs, conference hall with tables and chairs, audio system, server room, UPS room, Reception desk with security rooms & access control system, electrical point, workstation network point, air conditioner, LED Fixtures, separate washroom for Gents and ladies with urinals and toilets room, washbasins, drinking water dispensing supply points, access control, LED lighting & fixtures, power backup, air conditioners, carpet, Office Furniture & Fittings, Lighting and Air Conditioning

		System, Local Area Network, Wi-Fi and Inter and Intranet Access, Switches, etc.; Store Room; Pantry; Reception Desk Lounge Area; Covered Cupboards for Keeping Office Files, Records, etc.; two Meeting/Conference Room(s) with capacity to accommodate minimum 30-40 persons; Separate Gents & Ladies Washrooms with latest amenities along sufficient parking space for at least 10-12 vehicle parking (4 Wheelers and 2 Wheelers).
4	Ambiance	Be fitting occupation of quality Corporates
5	Easy of accesses	Be fitting occupation of quality Corporates. Closeness to the Metro Station is desirable.
6	Parking	Minimum 10-12 vehicles (4 wheelers and 2 wheelers)

13. Also, while submitting the proposal, the bidders have to submit the copies of all necessary documentary proofs/certificate/ NOC/ statutory compliances in respect of the offered premises.

S. No.	Documents	Issuing Authority
1	Documentary Proof for ascertaining Title/ Possession Deeds as on date	NMDC / Appropriate Govt. Authority.
2	NOC from the concerned Fire & Safety Authorities.	NMDC / Appropriate Govt. Authority.
3	Any other statutory compliance (Water Harvesting, recycling, Safety etc) which is a must as per the prevailing Law of the Land for the given purpose.	NMDC / Appropriate govt. Authority.
4	Copy of Rent Agreement/Receipt of Last Tenancy, if any.	Standard prevailing formats

14. The location of Office space offered must be within a radius of 5 kms approximately near Shastri Bhawan, New Delhi.
15. The property in which the Office space offered is located, shall have appropriate approvals for commercial/institutional use of the property.
16. The Office space shall have adequate security and fire safety measures installed, as per statutory requirements. All statutory clearances/No Objection Certificates from relevant Central/State/Municipal authorities for the property in which Office space is located, have to be obtained and renewed by the owner as per statutory requirements. In compliance of the foregoing, as a proof, bidder should necessarily submit copies of (i) Approved building plan, (ii) Ownership title deed, (iii) Receipt of latest Municipal tax paid for the subject property, (iv) Receipts of deposits paid for services like Electricity, sewerage connection, fire safety clearance, pollution control NOC etc., in support of details furnished in the Technical Bid.
17. The Office space shall have 3-phase electricity supply and ensure 24 x 7 power supply through suitable power back up provision. A separate electric meter (commercial) shall be installed exclusively for the use of the Office. The Office space shall have provision for 24 hour running water supply sufficient for both drinking and utility facilities.
18. Maintenance services of the Office space, including premises of the property in which Office is located, shall be undertaken by the owner. Such Maintenance services (such as minor civil works, minor electrical works, mechanical work, carpentry work, plumbing works etc., including consumables) shall be undertaken by the owner. Necessary arrangements (cabin with fan, tube light and washroom) for watch and ward staff of the Office shall be made available. The cost of providing such Maintenance services shall be factored into the Price bid by the owner.
19. The Office intends to take possession and occupy the Office space positively by on before **15/July/2024**.
20. The rent shall be payable from the date of handing over of possession to the Office.
21. Minor civil works or internal partitioning work, as required by the Office, shall be carried out by the owner of the Office space at his own cost as per timeline given by this Office. The Office may, during the lease rental period, carry out temporary alterations such as change in internal partitioning, change in Office fixtures and

fittings, as per requirement, at its own cost.

22. The Office space offered shall be free from any liability/litigation/ encumbrances with respect to its ownership/ lease/renting, at the time of participation in this tender process.
23. There shall be a two stage bidding process followed for hiring of Office space. At the **first stage**, technical bids received from owners of properties shall be opened and evaluated. Based on the declarations made by the owners in the technical bid, members of a Committee of this Office along with representatives of Ministry of Education may visit the property concerned, in order to verify the status and quality of facilities on offer. Thereafter, the Office shall finalize the list of technically qualified properties. As the second stage, the Price bids in the format specified at shall be opened by the Committee.
24. BID EVALUATION CRITERIA (BEC): The bidder fulfilling the bid evaluation criteria shall be eligible for further evaluation and consideration. The bid evaluation criteria are as given below:
- (i) The offered office space should be located in commercial area within the radius of 5 Kms from Shastri Bhawan (by normal route) near Metro Railway Station and at prominent place having proper approach connected with 10-12 meter wide road.
 - (ii) The clear title deed/ leasehold rights of the offered office space must be in favor of the Bidder.
 - (iii) The office premises offered needs to be free from any dispute and litigation.
 - (iv) The office space offered must be measuring approximately super built-up area of 10000-11000 sq. ft. of usable area which includes exclusive carpet area with partitions and work stations (minimum **XX** chambers of **150** sq. ft each) for EdCIL's TSG Project Office plus common areas (minimum **1000-3000** sq. ft. carpet area) like conference halls, reception, executive lounge, cafeteria, meeting rooms, etc plus Services like 10-12 vehicle parking (4 Wheelers and 2 Wheelers), centralized air conditioning, lifts, facility management, security services, washrooms, power backup etc. in a single floor in a building not above 22 floors.
 - (v) The required super built-up Area of the office space should be approximately 10000 to 11000 sq. ft. on single floor preferably with dedicated lift for the floor.
 - (vi) The copy of approved building plan of offered office space indicating various areas and amenities as mentioned above in must be submitted along with the bid.
 - (vii) The bidder has to submit all the documents, as per '**Annexure-C**' (List of Documents to be submitted along the Technical Bid).
25. EVALUATION CRITERIA:
- (i) The bids qualified as per above BEC shall only be evaluated in detail.
 - (ii) The decision on selecting the premises among the offers received rests with EdCIL. EdCIL with the approval of the Competent Authority shall constitute a Committee consisting of the Officials of EdCIL. The MoE may nominate its officer to the Committee, if desired. The Committee will visit for physical inspection of the property offered after opening of technical bid for assessing technical qualification of the bidder and suitability of premises offered. The price bids of those bidders, who are found techno-commercially acceptable, will be opened.
 - (iii) The bidder should indicate carpet area of offered premises. The total outgo including lease rent, maintenance, parking charges, etc per month quoted plus escalation if any, calculated for the total lease period of 03 years shall be the deciding criteria for the lowest bidder, therefore, the bidder has to quote rent including maintenance charges (Civil, Electrical, Plumbing, New Working, Housekeeping, Security, Parking, etc) excluding GST.
26. For technical shortlisting, EdCIL reserves the right to visit and inspect of the premises which prima-facie meets all requirements of EdCIL's Client i.e., The decision of EdCIL Management to visit the suitable premises for selection shall be final.
27. SEALING AND MARKING OF BIDS: The Bidders shall submit their bids duly signed on each page in TWO SEPARATE PARTS in separate sealed envelopes super-scribed with the subject of bid, due date and nature of bid (Technical or Price).

PART-A: Original TECHNICAL BID

PART B: Original of PRICE BID

The following documents are required to be submitted in Technical Bid & Price Bid:

TECHNICAL BID:

- (i) Technical bid should contain self-attested copies of details of the property including approved plan /blue print of the premises, ownership/leasehold proof, Completion/Occupancy certificate/ Possession Certificate, latest property tax receipt, Certificate from fire and safety Department and latest Electricity Bill, etc.
- (ii) Affidavit stating that the premises is free from any dispute and litigation.
- (iii) A self-attested copy of PAN Card,
- (iv) A self-attested copy of GST Tax Registration Certificate, if applicable. In case of non-applicability of GST, an undertaking is to be submitted by the bidder.
- (v) Power of Attorney to be enclosed if applicant is other than the owner.
- (vi) Duly Signed and stamped copy of Tender documents as a token of acceptance of all terms & conditions of the tender.
- (vii) Duly signed and stamped of Annexure – A (DETAILS TO BE SUBMITTED BY THE BIDDER/ LESSOR IN RESPECT OF PROPERTY OFFERED ON LEASE).
- (viii) Duly signed and stamped of Annexure – B (Tender Acceptance Letter)
- (ix) Duly signed and stamped of Annexure – C (List of Documents to be submitted along the Technical Bid).

PRICE BID:

- (i) It should contain only quoted monthly lease rent (for Total usable carpet area), maintenance/services, parking etc without GST and yearly enhancement/increase if any in quoted lease rent strictly as per format given as per SECTION- IV. This envelope shall not contain any conditions whatsoever. The GST as applicable will be borne by the lessee and paid to the lessor at applicable rate along with the lease rent. All other taxes/charges/levies etc. shall be borne by the lessor himself/ herself/ themselves only.

Both envelopes containing technical bid and Price bid respectively should be enclosed in larger envelope duly sealed and super scribing (Name/Subject of Tender/NIQ) and the name and address of the bidder/lessor.

The envelopes shall be addressed to EdCIL at the following address:

Bearing the subject and the words "OFFER, DO NOT OPEN".

- 28. OPENING OF PRICE BIDS: The price bids of the techno-commercially acceptable bidders shall be opened in presence of the bidders by the Committee constituted by the Competent Authority who wish to be physically present.
- 29. On opening of the Price bids, shall be subject to comparison with the rental amount specified by Central Public Works Department (CPWD)/ licensed valuer of Ministry of Finance in their Rent Reasonableness Certificate. Inspections of the properties may be undertaken independently by EdCIL/MoE for this purpose. Bidders shall undertake to enter into agreement at rental rate which is the lower of the (i) Rental rate as per Price Bid and (ii) Rental rate as per Rent Reasonableness Certificate for the Office space offered.
- 30. PERIOD OF VALIDITY OF BIDS: The Bids shall be kept valid for acceptance for 90 days from the date of opening of Technical Bid. In exceptional circumstances, EDCIL/MOE may solicit the bidder's consent for an extension of the period of space validity.
- 31. Any canvassing directly or indirectly by the applicant will disqualify the bidder without assigning any reason.
- 32. The bidders should not have been blacklisted by any of the Govt. organization in last three years.
- 33. EdCIL shall not be responsible for any postal delay or loss/non-delivery of the offers.
- 34. EdCIL reserves the right to reject any or all offer(s) without assigning any reason whatsoever.
- 35. The tenure for the hiring of the office premises will be initially for a period of THREE (03) Years which may be extendable up to Three (03) Years on extension of Lease Agreement with EdCIL.

36. No brokerage/commission shall be paid by EdCIL in any case. Agents/Brokers/Property dealers are requested to refrain from bidding.
37. In case of any difference in the rates quoted by the firms in words & figures, the rates quoted in words shall prevail.
38. The Bid(s) submitted without proper marking and sealed would be summarily rejected.
39. EdCIL will initially shortlist the technically qualified bidders as per their declaration and our inspection by the Committee, thereafter select the successful bidder as per the lowest price quoted.
40. A maximum of 03 months interest free security deposit to be paid by EdCIL to the successful bidder after execution of lease agreement. This 03-month security deposit is to be retained by the successful bidder shall be returned back to the EdCIL on closure of agreement/vacating the hired premises.
41. The bids, offers along with requisite documents which are not in the prescribed format and received after the due date, without EMD OR Offer or EMD received through Fax are liable to be rejected without assigning any reason in this behalf.
42. For any disputes, CMD, EdCIL is the final authority and CMD, EdCIL's decision in the regard shall be final and binding on both the parties.
43. The entire refurbishing of the premise space along with the furniture supply meeting EdCIL's requirements should be completed within one week up to satisfaction of EdCIL on issue of LOA and nothing extra shall be paid by EdCIL for refurbishing or for the replacement of the furniture.
44. The bidder should provide at least 05 photograph of the approach to the building, premises and cross section of the interiors along with the technical bid.
45. Bidders may provide Floor Plan Layout, if available.

Section – III: Special Terms & Conditions of Contract

1. EdCIL intends to hire the office premises for a period of (03) Three years from the date of possession and accordingly lease agreement shall be executed on approval by MoE. However, the lease can be further extended up to 03 (three) years on the same terms and conditions on mutual consent of both the parties. On such renewal/extension, a fresh lease deed shall be executed and registered.
2. Commencement of lease period and lease rent shall be from the date of actual possession of office accommodation.
3. The initial lock-in period shall be 18 Months from the commencement of lease (actual possession) for the leased premises. After the lock-in period, the Lessee and Lessor shall have the right to terminate the Lease any time during the lease term by giving three months' written notice in advance to the other party of its intention to terminate the lease. In the event of termination of lease or expiry of the lease period, EdCIL shall hand over peaceful and vacant possession of the office premises with all the fittings and fixtures intact on as it is where it is, as it is where is basis (fair wear and tear being accepted).
4. The owner shall have to complete all furnishing works and hand over the premises within 15 days from the date of issuance of LOA. In the event of delay, the party shall have to pay the damages at the rate of 1% of the amount equivalent to two months' lease rent for every seven days of delay. The lessor shall have to pay damages proportionately if the delay exceeds seven days.
5. The offered premises should be situated within a radius of approximately 5 Kms from Shastri Bhawan, New Delhi in commercial and municipal area (NDMC) for office use at prominent place and well connected by approach road of 12 meters and should be easily accessible by Metro/ public transport system.
6. There should be reserved parking space for 10-12 vehicles (4 Wheelers and 2 Wheelers) and it must be attached to the same building at ground floor. Further, the area of parking space offered along with bid shall not be considered in the carpet area of the office premises and no additional payment shall be made for parking space. The bidder shall quote the rates accordingly.
7. The office accommodation must be on single floor only. However, in case of multistory building, there should be provision of lift (s) as per norms of the concerned government authority.
8. For the proposed offered office building, owner will re-assess and provide new electrical connection to EdCIL so that it is capable of taking full load of office facilities. EdCIL will not bear any charges for increase in load or otherwise. EdCIL shall pay electricity bills received from BSES on actual.
9. The Electricity, water, cleaning and security charges are inclusive in the rates quoted.
10. All the major repairs shall be carried out by the owner at his own cost. In case of failure on the part of party/Owner to carry out maintenance activities to the satisfaction of EdCIL, the same shall be carried out by EdCIL at the risk & cost of owner and amount so spent shall be recovered from the payable lease rent.
11. The premises/building should be secure enough to protect the property of EdCIL. The owner/lessor should have to keep insured the office building and other items provided by him. EdCIL will ensure its own furniture, equipment's and systems etc. belonging to EdCIL.
12. All the existing and future rates, taxes including Property tax, assessment charges and any other charges of any description whatsoever (except GST) levied by Local bodies and other statutory authorities shall be borne by Owner/Lessor and not to be paid by Lessee (EdCIL).
13. EdCIL shall pay the agreed rent to the lessor per month in advance on or before 10th of each English Calendar month through e-banking by crediting the account of the Lessor. The lessor shall provide bank particulars as under at the time of execution of lease deed.
 - i. Name of Bank :
 - ii. Name of Branch :
 - iii. Bank Account No. :

- iv. IFSC Code No :
- v. Beneficiary Name :
- vi. Type of Account :

14. Income Tax shall be deducted (TDS) as per Income Tax Act, 1961 as amended from time to time.
15. EdCIL shall allow an advance equivalent to three months on agreed basic lease Rent as Security Deposit. Security Deposit shall be paid by EdCIL on taking possession from Lessor and it shall remain deposited with the LESSOR during the term of lease and shall be refunded to EdCIL by the LESSOR on the expiry or termination or earlier determination of the lease and simultaneously with the handing over the peaceful and vacant possession of the leased premises by EDCIL to the LESSOR.
16. Currently, EdCIL/MoE's normal working Hours is 9:00 hrs to 18:00 hrs with five working days in a week. However, EdCIL can use all the infrastructure facility round the clock for 365 days for 24 x7 seven days even on Saturday/Sunday/Gazetted Holidays etc. as per requirement in emergencies.
17. During the lease period, the owner shall not construct any structure in offered area or any alterations without written mutual consent from EdCIL.
18. On finalization, the selected party shall have to enter into a registered agreement with EdCIL. The charges towards stamp duty and registration of lease agreement shall be borne by LESSOR. The lease shall be for a minimum period of three (03) years subject to the conditions as contained in the draft Lease Deed attached with the tender as Section-V. All the other terms and conditions of the Lease deed shall also be applicable and will form part of this tender.
19. The Originals Title Deed showing the ownership of the premises and other documents/ certificates, as may be required, shall be produced by the Owner/Lessor at the time of execution of Lease Agreement.
20. Jurisdiction:

The Courts of India at New Delhi (place of property) will have exclusive jurisdiction to determine any proceeding in relation to this contract.
21. Arbitration:

'Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of contract or whether before or after termination shall after written notice by either party to the contract be referred to Functional Director, EdCIL India Limited for appointment of Sole Arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act, 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage, he may deem fit.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to EDCIL on the date of award of contract.

The Award of the arbitrator shall be final and binding upon the parties hereto. The cost of arbitration shall be borne equally by both the parties as directed by the Arbitral Tribunal.
22. The Contract shall be governed by and construed in accordance with the Laws of India.
23. The required Fire Fighting installations as per Government rules and norms are required to be provided in

the premises by the owner as per extend norms.

24. The owner is required to take insurance for the premises during the period of the lease.
25. Fore Closure of Lease Agreement: EdCIL reserves right to foreclose the contract at any stage for administrative reasons after serving a notice of 90 days. EdCIL decision shall be final and binding in this regard and no claim of any kind shall be admissible in this regard.
26. Force Majeure
 - (i) If Force Majeure situation arises, either party shall promptly notify the other party in writing of the conditions and the cause thereof. Unless otherwise directed by the EDCIL writing, the lease shall continue as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - (ii) However, EdCIL may terminate this lease agreement by giving a written notice of minimum 07 days to the lesser, if as a result of Force Majeure the lesser is unable to continue the lease period of more than 30 days. Material portion of the services for the purpose of this clause is defined in terms of lease period. Termination pursuant to this clause will not prejudice any pre-existing claims which either party may have against the other party.

Part –A- TECHNICAL BID
(To be filled in by the Bidders)

S. No	Item	Response	Proof/ Certificate Document Type	Pg. No.
1.	Name of Bidder		Any Government Issued Identity Document	
(i)	Location			
(ii)	Name of Building			
(iii)	Name of Street/Road			
(iv)	Address of the Property Offered on Lease			
(v)	Pin Code			
(vi)	Mobile No:			
(vii)	Email ID:			
(viii)	PAN		Copy of PAN	
(ix)	GSTN		Copy of GSTN	
2.	Address of Office Space Offered on Lease		Any Government Issued Address proof/ Previous Lease Agreement	
3.	Is the Bidder, the Owner of the Office Space Offered (Yes/No)		Ownership Proof, if Yes	
4.	Is the Bidder authorized to participate in the Bidding on behalf of Owner of Office Space Offered (Yes/No)		Authorization Proof, if Yes	
5.	Type of Bidder Entity (Individual/ Proprietor/ Partnership/ Firm/ Company/ Society/ any Other)		Proof of Bidder Entity Type	
6	Category of Offered Office Space as certified by relevant authority (Residential/ Commercial/ Institutional/ Industrial/ Any Other)		Proof of Category of Office Space	
7.	Year of Construction of Property in which Office Space is Offered/Located		Completion Certificate/ Undertaking by Bidder	
8.	Is the Office Space offered is in NDMC Area (Yes/No)		Current Year Property Tax Receipt from NDMC	
9.	Distance from Shastri Bhawan, New Delhi (approx.) (Should be within a radius of 5 KM from Shastri Bhawan New Delhi)			
10.	Distance from nearest Metro Station, Name of the Metro station to be mentioned.			
11.	Distance from nearest Railway Station, Name of the railway station also to be mentioned.			
12.	Distance from nearest public parking slot			
13.	Distance of offered space from Airport	NA	NA	
14.	Area of property being offered (Area sq. ft. would be the essential criteria.)			
(i)	Super Area (in Sq. Ft.)			
(ii)	Plinth Area (in Sq. Ft.)			
(iii)	Carpet Area (in Sq. Ft.) excl. Common Area, Parking & Amenities area			
15.	Floor in Case of multi-story building)			
16.	Details of Floor Plan/Layout of Property			
17.	Whether the premises owner confirming to provide furnished accommodation as per EdCIL's indicative design and requirement.			
18.	Availability of Amenities & Facilities:			
(a)	Lifts to the floor		No.....	
(i)	No of Lifts		Enclose Proof	
(ii)	Capacity of Lifts		Enclose Proof	

(b)	CCTV Surveillance in Common Area		No.....	
(c)	Security Guard at Entrance		No.....	
(d)	Parking Facilities		Confirmation of provision of parking of Cars & Free parking space offered. Point out Sketch	
	No of Free parking of Cars (Minimum 07)			
	No of Paid parking of Cars			
	No of Free parking of Two Wheelers (Minimum 5)			
	No of paid parking Two Wheelers			
(e)	Status of Fire Fighting Arrangements			
19.	Confirmation of minimum period of ... years Lease Offered			
20.	Confirmation of Quarterly/ Monthly common maintenance charges are included.			
21.	If not included, the quantum and periodicity may be indicated			
	Whether Electricity, Water charges are inclusive of Rates, if not, please specify the details.			
22.	Other than Rent, electricity and water charges are there any other charges payable by the occupant			
23.	Status of Approvals from Competent Authorities & Clearances /NOC from all the relevant Central/State/Local Govt authorities for the usage.			
24.	Sketch and site plan of offered Office space enclosed? (Yes/ No)			
	Furnishing Status with details			
25.	Adequate provision for drinking water and for utilities for average occupancy of? (Yes/ No)			
26.	Adequate sanitation and water supply points installed for average occupancy of? (Yes/ No)			
27.	Adequate power load for the Office space offered? (Yes/ No)		Capacity: KVA	
28.	Adequate power backup facility for the Office space Offered? (Yes/ No)		Capacity: KVA	
29.	Adequate electrical points for average occupancy of ? (Yes/ No)		No of Points:	
30.	Adequate number of LED light fixtures for the Office space offered? (Yes/ No)		No:	
31.	Adequate number of fans for the Office space offered? (Yes/ No)		No:	
32.	Adequate Central Air conditioning/ ACs provided? (Yes/ No)		No: (if not centrally air conditioned)	
33.	Clearance/No Objection Certificate from all relevant Central/State/Municipal Authorities? (Yes/ No)		Fire Safety Certificate, Building Plan approval, Pollution Control Board NOC etc- all of which are relevant.	
34.	Adequate number of fire extinguishers for Office space offered? (Yes/ No)		Self-Attested Undertaking	
35.	Is offered space free from liability/litigation/ encumbrances as on current Date? (Yes/ No)			
36.	Is provision related to lease agreement shall be entered into on the basis of lower of 1. Rental rate as per Price bid and 2. Rental rate as per Rent Reasonableness Certificate issued by CPWD understood and agreed to? (Yes/ No)			
37.	5 to 6 photographs (8" x 8" size) of the premises taken from different angles showing complete view (inside and outside, including road view) be attached			
38.	Is bidder willing and able to comply with Plug and Play facilities listed at Annexure 1 of Notice Inviting			

	Tender, by **/**/2024? (Yes/ No)			
39.	Is bidder willing and able to comply with Plug and Play facilities for Ready to Occupy Fully Furnished Office Accommodation as per f Notice Inviting Tender, by **/**/2024? (Yes/ No)			
40.	Is bidder willing and able to comply with provisions of draft lease agreement at Annexure 4 of Notice Inviting Tender, and enter into lease agreement within a week of award of tender? (Yes/ No)			

Date:
Place:

(Signature of Authorized Signatory with Seal)
(Letter of Authorization to be submitted with the Bid in original by the Owner(s) of the Property)

Part –B- Price Bid

(To be filled in by the Bidders to be filled and placed in a separate envelope super scribed Price Bid)

1. **Address of offered Office Space:**
2. **Bidder Name:**
3. **Bidder Identity Proof Document Type:**
4. **Bidder Identity Proof Document ID (enclosed):**
5. **Address (Office):**
6. **Address (Residence):**
7. **Mobile Number:**
8. **E-mail ID:**
9. **GST No of Owner/Bidder:**
10. **PAN of Owner/Bidder:**
11. **If Bidder is not Owner, relationship of Bidder with Owner of offered Office Space:**
12. **Is Bidder authorized to bid for the offered Office space (Yes/ No, enclose authorization if applicable):**
13. **The area of offered Office space (subject to physical verification by EdCIL/CPWD):**
 - a. **Carpet Area** :sq. ft.
 - b. **Built Up Area** :sq. ft.
14. **The Rent Rate in Rupees per square feet of Built Up area per month as per Technical & Price Bid:**

S. No.	Particulars	Amount in Rupees & Words
1.	Rental Rate per Sq. Ft. (In Figures)	Rs...../-
2.	Rental Rate per Sq. Ft. (In Words)	(Rupees Only)
3.	Any Other Charges (in addition to the above price-please specify)	Rs...../- (Rupees Only)
4	Sub Total	Rs...../- (Rupees Only)
4.	Taxes/ duties/ statutory payment (please indicate if GST is applicable) etc.	Rs...../- (Rupees Only)
Grand Total		

[Cont.... Pg.2]

Cont..... Pg.1 pre-page.

15. The Rent Rate (Rupees per square feet of Built-Up area per month, inclusive of municipal tax, for comparison with Rent Reasonableness Certificate issued by Central Public Works Department):

S. No.	Particulars	Amount in Rupees & Words
1.	Rental Rate per Sq. Ft. (In Figures)	Rs...../-
2.	Rental Rate per Sq. Ft. (In Words)	(Rupees Only)
4.	Taxes/ duties/ statutory payment (please indicate if GST is applicable) etc.	Rs...../- (Rupees Only)
Grand Total		

Note:

- (i) The above per Sq. ft. Amount would be multiplied by the area (..... Sq. ft) to arrive at the payable rental.
- (ii) Other than Rent, Electricity, Water Charges and AMC (if agreed), no other charges will be paid by the occupant.
- (iii) Total quoted price/ offered rent shall be Rs...../- per month inclusive of all taxes, statutory liabilities, maintenance charges, Power Back-up, etc
- (iv) The tenant shall make payments towards electricity and water supply to the concerned authorities directly, based on actual consumption.
- (v) Annual upward revision in basic rent shall be carried out as per CPWD norms.
- (vi) The Bill of Quantity as per Annexure 9 (Page Nos from 27 to 29) must be filled the Capital expenditure and the recurring expenditure as specified along with Annexure 3 i.e Price bid.
- (vii) I/ We have read through the terms and conditions in the Notice Inviting Tender and the draft lease agreement and have understood the same. I/ We undertake to abide by the prescribed terms and conditions.

Date:

(Signature of Authorized person with seal)

Place:

LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID

S. No.	Particulars of Document(s)	YES/NO
1	Complete Tender Document including all Annexure (except Price Bid)	Yes/No
2	Proof of ownership/Leasehold rights	Yes/ No
3	Completion/ Occupancy Certificate	Yes/ No
4	Possession Certificate	Yes/ No
5	Receipt of latest Property Tax	Yes/ No
6	Approved building plan/blue print	Yes/ No
7	NOC from Fire & Safety department	Yes/ No
8	Latest Electricity Bill	Yes/ No
9	Copy of PAN Card	Yes/ No
10	GST Registration Certificate (If applicable) or undertaking for non-applicability	Yes/ No
11	Affidavit of free from any dispute and litigation.	Yes/ No

Yours faithfully,

Name and Signature of the Bidder
with Official Seal

TENDER ACCEPTANCE LETTER

To,

**The Chief General Manager - TSG
EdCIL India Limited
6th Floor, Vijaya Building
17, Barakhamba Road,
New Delhi - 110001**

Sub: Acceptance of Tender Conditions for Hiring of Fully Furnished on Rental Lease for EdCIL's Technical Support Group (TSG).

Ref: Tender No: EdCIL/TSG/Office Space/2024/01 dt/ 16/05/2024

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the tender advertisement and I/we shall abide by the terms/ conditions / clauses contained therein.
3. The Corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / Corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that I/we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking for participation in bid.
6. I/We certify that all information furnished by me/us is/are true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
7. I/We hereby declared that none of the employee of EDCIL is/are related to me/us" or My / Our following close / distant relative(s) are working in EDCIL, with detailed particulars:
8. Declaration:

I/We have read and understood the detailed terms & conditions applicable to the subject matter as supplied with the bid documents and agree to abide by the same in totality.

It is hereby declared that all the particulars of the building, etc. as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be not true, I/We shall be liable to such consequences/lawful action as the EDCIL may wish to take.

Yours faithfully,

Name and Signature of the Bidder
with Official Seal

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

EdCIL (India) Limited,
(A Mini Ratna category I CPSE of Government of India)
6th Floor, Vijaya Building,
17, Barakhamba Road,
New Delhi - 110001

Sir,

In response to the Tender No. EdCIL/..... dated....., I/We hereby declare that presently our organization is not declared ineligible/black listed/debarred for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder
Authorized Signatory
Seal of the Organization

Power of Attorney

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/ daughter/ wife of and presently residing at, who is presently employed with /retained by us and holding position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as necessary or required in connection with or incidental to submission of our proposal for and selection as the <.....> for the <name of the client> project, proposed to be developed by the (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and conserves provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THISDAY OF 202...

For (Name and registered Address of the Client)

(Signature, Name, Designation, and Address)

Witness:

(Signature, Name, Designation, and Address)

Notarized

Accepted

.....

(Signature, Name, Designation, and Address)

Notes:

- (i) The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
- (ii) Wherever required, the applicant should be submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.

FORMAT OF STANDARD LEASE AGREEMENT (SLA)

AN AGREEMENT MADE THIS DAY OF One thousand nine hundred and between hereinafter called the Lessor (which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the EdCIL (India) Limited (hereinafter referred as EdCIL or Lessee) of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.
2. The Lessee shall commence/shall be deemed to have been commenced* and shall, subject to the terms hereof, continue for a term of year with and option to extend the period of lease for a further term as set out in Clause hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs...../- per month, which also includes a sum of Rs...../- towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.
4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Lessee shall upon the expiration of the term hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Lessee excepted, PROVIDED that the Lessee shall not be responsible for any structural damage which may occur to the same during the term hereby created or any renewal thereof.
5. The Lessee shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord. The Lessee shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.
6. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Lessee and such recovery shall be proportionate to the amount of taxes payable during the pendency lease. In case the said premises is portion of a building subject to payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessor, additional tax payable by the Lessee shall be as determined by the Central Public Works Department of the Government of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.
7. The Lessee shall pay all charges in respect of electric power, light and water used on the said premises during the continuance of these presents.
8. The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Lessee in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the Lessee may cause the repairs specified in the notice to be executed at the expense of the Lessor and the cost thereof may, without prejudice to any other mode of recovery, be deducted from

the rent payable to the Lessor.

9. The Lessee may, at any time during the terms hereby created and any renewal thereof make such structural alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures shall remain the property of the Lessee who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof provided further that the Lessee shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the Lessee excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

10. The Lessee (India) Limited shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes not within the control of the Lessee or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Lessee shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof. The Lessee shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

11. The Lessor agrees with the Lessee that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Lessee part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

12. If the Lessee shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Lessee and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal.

"Provided that in the event of expiry of the term of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to the lessee."

"Provided further that the lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted."

13. The Lessee shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.

14. Any notice to be made or given to the Lessee under these present or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the on behalf of the Lessee, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

15. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitration. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such/other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Lessee, Delhi.

The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at New Delhi. The arbitration proceedings shall be conducted in Hindi/English. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purpose of this clause, the officer mentioned in clause 16 shall be authorized to act and

nominate arbitrator on behalf of the Lessee.

16. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE 'A' REFERRED TO ABOVE

All that the The floor of the building know as in the City of on plot/land bearing survey Nos and is bounded on or towards On or towards North by on or towards South by

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings

IN WITNESS WHEREOF THE OFFICIAL SEAL OF _____
has been affixed in the manner herein after mentioned and the lease agreement has been signed for and on behalf of the Present of India on the day and year first above written by

(Signature)
For and on behalf of Lessee

In the presence of:

Witness:

- 1.
- 2.

(Signature)
Name & Address of the Lessor

And by the Lessor in presence of

Witness:

- 1.
- 2.

(In case of Lessor is a Company, Firm or Society Add:

For and on behalf of having authority to sign on behalf of the Lessor vide resolution dated of)

* Portions which are not applicable may be scored off at the time of filling up of the Standing Lease Agreement (SLA) Format.