



**RFP FOR
OPERATIONAL LEASE OF
COMMUNITY CENTER BUILDING
AT SIIDCUL IIE SITARGANJ,
PHASE II, UTTARAKHAND.**

**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LTD.**

R.O.: 29, IIE SAHASTRADHARA ROAD (IT PARK), DEHRADUN - 248001

Phone - 0135-2708100, 2607292

Fax - 0135-2708109 Website:-www.siidcul.com



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CORPORATION OF UTTARAKHAND LTD.**

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Fax No. 0135 – 2708109 Web site : www.siidcul.com

NIT No : 29 /SIIDCUL/2020.


**Golden Opportunity to have the
Guest House & Community Center on Operational Lease Basis**

**Bids from prospective operators invited on Operational Lease basis for
Guest House & Community Center at SIIDCUL IIE Sitarganj Phase II.**

SIIDCUL invites online bids from interested bidders for taking on operational lease of Guest House & Community Center to operate on Lease basis at IIE Sitarganj Phase II, District Udham Singh Nagar, Uttarakhand; India. The bidders must furnish complete information as per the procedure laid down in the bid document. Detailed bid document can be downloaded from website of SIIDCUL www.siidcul.com **or** www.uktenders.gov.in . *Interested bidders can only submit the complete bid document on e-tendering website www.uktenders.gov.in on/before mentioned due date 26.06.2020, time 03:00PM.*

Managing Director

1. NOTICE INVITING TENDER

Notice Inviting bids for Operational Lease of Community Center Building at IIE Sitarganj Phase II, Uttarakhand.																	
	STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD. R.O.: 29, IIE, Sahastradhara Road (IT Park), Dehradun Phone No. 0135 – 2607292, 2708100 Fax No. 0135 – 2708109 Web site : www.siidcul.com																
<p>State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. hereinafter called “SIIDCUL” invites e-tenders under TWO BID SYSTEM (Technical Bid and Financial Bid) from Hotel Management Groups/ Resort Developers/ Industrial Houses/Community Center Operators, for taking on Operational Lease of Community Center Building located at IIE Sitarganj Phase II through Tender/Bidding process. Bidders are advised to study the tender document(s) carefully before submitting their proposals in response to this advertisement. Submission of the proposal in response to this advertisement shall be deemed to have been done after careful study and examination of the tender document with full understanding of its terms, conditions and implications and actual site conditions. This tender document is non-transferable.</p>																	
Tender document fee	<p>Tender processing Fee INR 5,000/- (Rupees Five Thousand only) plus GST @18% = INR 5,900/- (Rupees Five Thousand Nine Hundred only) in the form of Demand Draft/Bankers Cheque issued by a Nationalized/ Scheduled Bank in favour of SIIDCUL and payable at Dehradun or by NEFT/RTGS to SIIDCUL a/c no – IOB-042902000002450 IFSC code: IOBA0000429 Bank Indian Overseas Bank, Dehradun; the DD/UTR slip to be submitted in the office of SIIDCUL on or before closing date and time for Tender Submission.</p>																
EMD	<p>An earnest money amounting to INR 50,000/- (Rupees Fifty Thousand only) has to be deposited only through Demand Draft /Banker’s Cheque/NEFT/RTGS issued by a Nationalized/Scheduled Bank in favor of SIIDCUL and payable at Dehradun to be submitted in the office of SIIDCUL on or before closing date and time for Tender Submission.</p>																
Bid Schedule	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Details of the Event</th> <th style="width: 40%;">Date & Time</th> </tr> </thead> <tbody> <tr> <td>Issue of Tender document</td> <td>27/05/2020</td> </tr> <tr> <td>Start date and time for tender document submission</td> <td>27/05/2020 at 11.00 AM</td> </tr> <tr> <td>Pre-bid Meeting</td> <td>08/06/2020 at 13.00 PM</td> </tr> <tr> <td>Uploading of Reply to Pre-bid Queries</td> <td>15/06/2020</td> </tr> <tr> <td>Closing date and time for tender document submission</td> <td>26/06/2020 at 14.00 PM</td> </tr> <tr> <td>Date and time for opening of the Technical Bid</td> <td>26/06/2020 at 16.00 PM</td> </tr> <tr> <td>Date and time for opening of the financial Bid</td> <td>Will be communicated after evaluation of Technical Bids.</td> </tr> </tbody> </table>	Details of the Event	Date & Time	Issue of Tender document	27/05/2020	Start date and time for tender document submission	27/05/2020 at 11.00 AM	Pre-bid Meeting	08/06/2020 at 13.00 PM	Uploading of Reply to Pre-bid Queries	15/06/2020	Closing date and time for tender document submission	26/06/2020 at 14.00 PM	Date and time for opening of the Technical Bid	26/06/2020 at 16.00 PM	Date and time for opening of the financial Bid	Will be communicated after evaluation of Technical Bids.
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Address	SIIDCUL, IT-29, IIE IT Park, Sahastradhara Road, Dehradun 248001.																
Website	<p>Tender documents can be downloaded from either the website www.uktenders.gov.in or from company website www.siidcul.com However submission of bids shall only be done through the website www.uktenders.gov.in .</p>																
<p>MD, SIIDCUL reserves all right to accept/reject any or all the proposals received or cancel the entire process at any stage without assigning any reason thereof.</p>																	

GENERAL INSTRUCTIONS

- a) **Technical Bid:** The interested bidders fulfilling the Eligibility Conditions and agreeable to the set Terms and Conditions. All details have to be uploaded online and submit the same on or before 14:00 Hrs. of 26/06/2020.
- b) **Tender Fee & Earnest Money Deposit:** Tender Fee & applicable EMD should be submitted by way of Demand Draft or through RTGS / NEFT along with bid submission.
- c) **Financial Bid:** Financial Bid is not to be submitted in the physical form and it has only to be submitted online as prescribed in the BOQ on <https://uktenders.gov.in>. The financial bid of only those tenderers whose technical bids are found to be acceptable will be opened and further allowed to participate in auction process.
- d) Mere submission of Application does not confer the right for accepting Tenders. SIIDCUL reserves its right to accept or reject any /all Tenders or cancel the Tendering process without assigning any reason thereof for which SIIDCUL shall neither be liable nor under obligation to inform the applicant the grounds of any such action. However in such case the EMD will be refunded without interest.
- e) Pre-bid will be conducted on 08/06/2020 at 13:00 Hrs. at 29, IIE (IT PARK), Sahastradhara Road, Dehradun-248001, Uttarakhand (India).
 - a. Clarification of the bidding documents, if any may notify at the following address in writing or by email till date of Pre-Bid Meeting.
Email: md@siidcul.com, gm@siidcul.com
 - b. SIIDCUL shall endeavor to respond to the queries within the period specified therein but not later than three days prior to the submission Due Date. SIIDCUL will post the reply to all such queries on the Official Website www.siidcul.com.
 - c. SIIDCUL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 11.i shall be constructed as obliging the Authority to respond to any question or to provide any clarification.
- f) Last date for receipt of Tender is 14:00 Hrs. on 26/06/2020.
- g) The TECHNICAL BID of the tender would be opened on 26/06/2020 at 16:00 Hrs. and one representative from the participating Bidders may be present at the time of opening
- h) Any Modification/Corrigendum to the Tender shall be uploaded on the website of SIIDCUL and shall not be released in Newspaper or any other form.
- i) The Tender Fee will not be refunded under any circumstances.
- j) The EMD/ Bid Security shall be accepted only in the form as specified in bid document.
- k) The bids shall be valid for 120 days from the last date of submission of bid. In exceptional circumstances, prior to expiry of the Bid validity period, SIIDCUL may request the bidders to extend such validity period for a specified additional period by issuing the Addendum to this RFP.
- l) Bids/ Proposals without Tender Fee, Bid Security and which do not fulfill all or any of the conditions or those which are not substantially complete, in any respect shall not be considered.
- m) Not more than one tender shall be submitted by a Bidder.
- n) The required flooring, foal ceiling, utilities, lighting, furnishing, interiors, fixtures and other requirements shall be completed by the lessee at his/its own cost and expenses.
- o) Financial bid shall be submitted by the bidder directly through online as per the details provided on website <https://uktenders.gov.in> in the BOQ format available.
- p) Conditional tenders will not be accepted.
- q) SIIDCUL reserves the right to accept or reject the bids based on their evaluations and may reject any or all bids/ tenders, without assigning any reason.
- r) The bidders are advised to read carefully the instructions and eligibility criteria contained in the bid/ tender document.

DISCLAIMER

The information contained in this Request for Proposal / Tender / Bid (the “RFP”) or subsequently provided to Bidder(s)/ Applicant/s, whether verbally or electronically or in documentary or any other form, by or behalf of SIIDCUL or any of their employees or advisors, is provided to Bidder(s)/ Applicant/s on the terms and conditions set out in this RFP and such other terms and conditions subject to which any information is subsequently provided.

This RFP is neither an agreement nor invitation to offer by SIIDCUL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their offer pursuant to this RFP (the “Bid” or “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by SIIDCUL in relation to the auction of premises on leasehold basis at the site of IIE Sitarganj specified under this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for SIIDCUL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check and be satisfied on the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain advice from appropriate sources as it may deem fit and take independent decision in respect thereof.

Information provided in this RFP to the Bidders(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SIIDCUL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SIIDCUL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder/ applicant or Bidder(s)/ Applicant/s, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the auction process.

SIIDCUL also accepts no liability of any nature, whatsoever, whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

SIIDCUL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not in any way imply that SIIDCUL is bound to select or to appoint the Preferred Bidder/ Applicant, as the case may be, for the facilities and SIIDCUL reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SIIDCUL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain the liability of the Bidder and SIIDUL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the auction process.

INSTRUCTION TO BIDDER/ APPLICANT/S

1. SIIDCUL has adopted online e-tendering process for selection of highest Bidder/ applicant. The Bidder/ Applicant/s are required to submit their bids/ tender through online only. The bid/ proposal to be submitted by the Bidder/ applicant shall be in the form as prescribed in Annexure-A hereto
2. Preamble:
 - a) SIIDCUL has developed and constructed Community Center building having ground floor ('G' only) known as "SIIDCUL Community Center" and situated at IIE Sitarganj Phase II. SIIDCUL has the rightful possession and managerial rights on the land given by Government of Uttarakhand.
 - b) SIIDCUL offering the entire premise of the Community Center on operational lease basis on '*as is where is basis*' and '*as is what is basis*' and '*as is where is condition*' as regards to the condition of premises and its area etc. There is limited interior infrastructure done by the SIIDCUL and the lessee shall complete the same at his/its own cost and expenses as per their need.
3. The details of the premises available for lease are as under:

COMMUNITY CENTER:

- a) Size of Premise (Covered Area): 339.09 sq. mtrs. (i.e. 3648 sq. fts.);
- b) Rooms: 2 Bed Rooms, 1 Lobby area, 1 Community Hall, 1 Kitchen cum Pantry and one common lavatory at Ground Floor. Details of Room Sizes are specified in the layout plan as annexed with this document.
- c) Parking: There is enough area available in periphery of the building for parking for all the occupants of the building.
- d) Facilities: The Community Center is well equipped with 31 Fans. The Community center has the connection of an existing DG set and exclusive transformer. The maintenance cost of this equipment will be borne by the Lessee. A Helipad is available near to the Community Center which may be used when it is required by the Lessee subject to the permission of SIIDCUL.
- e) Site: COMMUNITY CENTER, SIIDCUL, IIE Sitarganj Phase II.
- f) Location and Map: Map showing the location of plot and details of Premises is attached as Annexure - C hereto.
- g) Minimum/Base Amount of Monthly Lease Charges: The reserve base rate is kept as Rs. 43,000/- (INR Forty Three Thousand Only) per month for the Community Center. The Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum base amount of Monthly Lease Charges in the multiples of Re.1/- (INR One Only). If the price quoted by the Bidder/ Applicant/s below the minimum base amount then their bid shall be rejected automatically. The successful bidder has to pay GST extra as applicable in addition to the Monthly Charges as quoted by them.
- h) Permissible Use of Premises: For Public Community Center / Company Community Center use only.
- i) Lock - in period: 3 years (36 months)
- j) Lease Period: Initially for **05 (Five) years** from the date of execution of Lease Deed, which may be extended on mutually agreed terms and conditions.
- k) Lease Charges: The Lease Charges with applicable Goods and Services Tax (GST) is the consideration. Any outgoing/charges imposed/charged by any agency to be borne by the lessee. Lease Charges excludes separately payable items such as maintenance

charges, property tax, GST, municipal taxes, cess, levies, local taxes or any other tax levied by the local authority, and any interest/penalty which is accrued on the above in respect of the premises.

- l) Maintenance Charges: The allottee will maintain the premise on their own expense on regular basis and additional maintenance charge for industrial area will have to be paid by the Lessee as fixed by SIIDCUL time to time.
- m) Lease Deed: The Lease Deed shall be executed as per the specimen enclosed in Annexure-B hereto.
- n) Performance Security : The Lessee has to submit a sum equivalent to **six months** out of offered monthly charges as Security Deposit for the due and faithful performance in the form of Bank Guarantee(subject to renewal every year)/Demand Draft/FDR issued from any Nationalized Bank pledged in favor of MD, SIIDCUL, payable at Dehradun valid for entire lease period. SIIDCUL has all rights to encash the BG/FDR/DD at any moment in case of any type of default. No interest will be paid at the time of refund in case of DD deposited as performance security.

4. Eligibility Conditions

- a) The Bidder has to be Indian citizen (in case of Individual);
- b) An entity duly constituted and/ or existing under the laws of India;
- c) The bidders may be individual, proprietorship, partnership firm, company and/or any other body corporate validly existing in India, may submit their proposals to SIIDCUL;
- d) The Bidder should have positive net worth. This shall be certified by the Statutory Auditors or Practicing Chartered Accountant;
- e) The Bidder should have either an existing industrial unit established or under construction within Sitarganj Industrial Area including the area managed by Eldeco SIIDCUL Industrial Park Limited (ESIPL) (To be certified by SIIDCUL or ESIPL as the case may be) or should have experience of at least three years of running similar facility(s) anywhere with an average annual turnover of minimum Rs. 25 (Twenty Five) Lakhs in the previous three financial years (i.e. FY 2016-17, 2017-18 and 2018-19). This shall be certified by the Statutory Auditors or Chartered Accountant;

5. Tender/ Registration Fee

- a) A Bidder/ Applicant/s shall deposit non-refundable Tender/ Registration Fee of Rs. 5000/- + 18% GST = Rs 5900/- by RTGS/NEFT/Demand Draft in favour of “Managing Director, State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.” as per the bank account details mentioned in this document. Any Bid not accompanied by the Tender/ Registration Fee shall be summarily rejected by SIIDCUL as non-responsive.
- b) Tender/ Registration Fee is collected in INR (Indian Rupee) only from the Bidders.

6. Earnest Money Deposit (“EMD” or “Bid Security”)

- a) A Bidder/ Applicant/s shall deposit Rs.50,000/- (INR. Fifty Thousand only) as Earnest Money Deposit(EMD). The Bidder/ Applicant/s will have to provide the EMD by RTGS/NEFT/ DD in favor of “Managing Director, State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.” as per the bank account details as mentioned in this document. Any Bid not accompanied by the EMD shall be summarily rejected by SIIDCUL as non-responsive.
- b) EMD is collected in INR (Indian Rupee) only from the Bidders.
- c) Save and except the tender/ registration fee, the EMD of unsuccessful Bidder/

Applicant/s will be returned by SIIDCUL, without any interest after 45 days, in accordance with the terms contained under this RFP. The refund of EMD thereof shall be in INR through RTGS/ NEFT in the account from where EMD has been paid.

- d) The Preferred Bidder's Bid Security will be adjusted against the interest free Security Deposit to be payable by the lessee. SIIDCUL shall be entitled to forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation/damages to SIIDCUL in the event of default made by the Bidder/ Applicant/s.
- e) SIIDCUL will return the EMD and all the money paid (if any) by the Preferred Bidder, without interest, after 45(forty five) days to Bidder/ Applicant/s succeeded in tender, if SIIDCUL cannot hand over the possession of the premises due to any reason other than the reasons attributable to such Applicant/s/ tenderer/ lessee.
- f) The Bid Security will be non-interest bearing and therefore, SIIDCUL shall not be liable to pay any interest to the bidders irrespective of the duration of time between the submission of EMD/ Bid Security and its return by SIIDCUL to bidders.

7. **Submission of Bids/ Proposals**

- a) The bidders are required to submit Letter comprising the Bid as mentioned in Annexure-"A" duly signed, on each and every page by the bidder and all supporting documents through online only. The Bidder shall submit the Price Bid in the format as specified in the RFP document online through www.uktenderes.gov.in.
- b) The Letter comprising of Bid along with Bid Security & Tender Fee shall be submitted in two separate envelopes placed under one large cover Envelop in physical form, as under:

Bid Security & Tender Fee (Envelope-1 OR Technical Bid Part I)

- i. Original instrument of Bid Security in case of DD or payment acknowledgement receipt in case of RTGS/ NEFT;
- ii. Original instrument of Tender Fee in case of DD or payment acknowledgement receipt in case of RTGS/ NEFT;

Letter Comprising Bid (Envelope-2 OR Technical Bid Part II)

- i. Bid in the prescribed format (Annexure-A) along with supporting documents;
- ii. Certified copy of the electricity bill/ telephone bill/municipal property tax bill of his residence (applicable in case of individual);
- iii. Certified copy of registration with the regulatory authority (applicable in case of bidder other than individual only)
- iv. Certified True Copy of Memorandum and Articles of Association, (if the Bidder is a body corporate), or bye-laws or equivalent certified documents evidencing legal existence of the entity/ institution/ body corporate;
- v. Copies of Bidder's duly audited balance sheet and profit and loss account for the last preceding three consecutive years (applicable for bidders not having any industrial unit within Sitarganj Industrial Area); In case for any year Audited Balance Sheet or P&L account is not available or was not statutorily required to get audited, duly certified copy of Un-audited Balance Sheet and P&L Account certified by any Practicing Chartered Accountant may be submitted.

- vi. Original Certificate issued by Statutory Auditors or Chartered Accountant certifying Net worth and average annual turnover of the bidder (Average Annual Turnover Certificate is only required for bidders not having any unit in Sitarganj Industrial Area);
 - vii. Certified True Copy of Board Resolution/ Letter of Authority/ Power of Attorney, wherever applicable
 - viii. English translation of all the documents (in case of documents/ papers are in language other than English or Hindi)
- c) The Bidders will have to submit the Bid security and tender fee in a sealed envelope (Envelope-1: Tender Fee & Bid Security For Community Center Premise on Lease at IIE Sitarganj Phase II) at SIIDCUL Head Office 29, IIE IT PARK, Sahastradhara Road Dehradun-248001, Uttarakhand before opening of the tender if they are submitting it in DD form, failing which their bid will summarily be rejected.
 - d) The full name and address of the Bidder shall be written on the bottom left hand corner of the bid documents.

8. Opening of Bid

- a) The designated officer(s) of SIIDCUL will:-
 - i. First open Technical Bid; and
 - ii. After being satisfied with proper submission & evaluation, will open the financial bid
 - b) SIIDCUL will carry out a detailed evaluation of the documents in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Lessor will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the factors viz. qualification criteria and overall completeness and compliance as per the SIIDCUL's requirements.
 - c) To assist in the examination and evaluation, SIIDCUL may, at its discretion, ask any bidder any clarification on his/ its Bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid will be sought, offered or permitted except as required to confirm the correction of arithmetic errors.
 - d) SIIDCUL will determine whether each bid -
 - i. meets the eligibility criteria;
 - ii. received by the Bid due date including any extension thereof;
 - iii. has been properly signed, sealed/scanned and submitted;
 - iv. is accompanied by the required Bid Security and Tender Fee;
 - v. contains all the information (complete in all respects) as requested in this RFP
 - vi. contains information in formats same as those specified in this RFP;
 - vii. does not contain any condition or qualification.
 - e) SIIDCUL reserves the right to reject any variation, deviation.
 - f) The Bids which meets the evaluation criteria in terms of this RFP, shall be qualified for opening of financial bid. The shortlisted bidders will be informed for the date and time for financial bid opening as per the provision of online e-tendering system.
 - g) The decision regarding qualification/ disqualification of the Bidders shall lie with SIIDCUL and shall be final and binding on the bidders.
9. Any addendum issued subsequent to this document, but before the Due Date, will be

- deemed to form part of the bidding documents;
10. During the tendering process, Bidder/ Applicant/s are invited to examine the site location, premise (during working hours) and other related factors in details at their own cost and expenses, such studies as may be required before submitting their respective Bids.
 11. The Bidder/ Applicant/s are encouraged to submit their respective Bids after visiting the site, premise and ascertaining for themselves the site conditions, market, connectivity, location, surroundings, climate, weather data, applicable laws and regulations, and any other matter considered relevant by them;
 12. Once submitted, the bidder/applicant cannot withdraw the bid or refuse to sign the lease deed. The bidder shall not be entitled to raise any objection or dispute what so ever after the opening of the bids. In case of any such action by the bidder including withdrawal of the bid or refusal to sign the lease deed, the bidder's EMD/bid security shall be liable for forfeiture.
 13. It shall be deemed that by submitting the Bid, the Bidder/ Applicant/s has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from SIIDCUL;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of SRFDCL relating to any of the matters referred herein;
 - d) agreed to be bound by the terms and undertakings provided by it under and in terms hereof;
 - e) satisfied itself about all matters, things and information including matters referred herein necessary for obtaining lease of the plot and performance of all of its obligations relating thereto; and
 - f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from SIIDCUL, or a ground for termination of the lease.
 14. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site/ premise and SIIDCUL will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
 15. SIIDCUL shall not be liable for any omission, mistake or error on the part of the Bidder/ Applicant/s in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the auction process, including any error or mistake therein or in any information or data given by SIIDCUL;
 16. Notwithstanding anything contained in this RFP, SIIDCUL reserves the right to accept or reject any Bid and to annul the auction process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that SIIDCUL rejects or annuls all the Bids, it may, in its discretion, invite all Bidder/ Applicant/s to submit fresh bids hereunder;
 17. SIIDCUL reserves the right to reject any Bid if:
 - a) At any time, a material misrepresentation is made;
 - b) If disqualification/rejection occurs after the bids have been submitted and the Preferred Bidder gets disqualified / rejected, then SIIDCUL reserves the right to declare the next ranking Bidder/ Applicant/s as the Preferred Bidder; or take any such

measure as may be deemed fit in the sole discretion of SIIDCUL, including annulment of the tendering process;

18. SIIDCUL reserves the right to verify all statements, information and documents submitted by the Bidder/ Applicant/s in response to the RFP. Failure or omission of SIIDCUL to undertake such verification shall not relieve the Bidder/ Applicant/s of its obligations or liabilities hereunder nor will it affect any rights of SIIDCUL there under;
19. The Bid and all related correspondence and documents in relation to the tender process shall be in English language. Supporting documents and printed literature furnished by the Bidder/ Applicant/s with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder/ Applicant/s. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
20. The Bidder/ Applicant/s shall provide all the information sought under this RFP. SIIDCUL will evaluate only those Bid that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection;
21. Interpretation and decision by SIIDCUL on the terms of the tender will be final and binding. SIIDCUL reserves the right to decide not to lease or to lease only a part of the premises or to decide on the combinations or to change the date of start of lease or to reject any or all offers, without assigning any reason. All the conditions of the tender and the advertisement in the press will form a part of the agreement.
22. All documents and other information supplied by SIIDCUL or submitted by a Bidder/ Applicant/s to SIIDCUL shall remain or become the property of SIIDCUL. The Bidder/ Applicant/s are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
23. Save and except as provided in this RFP, SIIDCUL shall not entertain any correspondence with any Bidder/ Applicant/s in relation to the acceptance or rejection of any Bid;
24. To facilitate evaluation of Bids, SIIDCUL may, at its sole discretion, seek clarifications from any Bidder/ Applicant/s regarding its Bid. Such clarification(s) shall be provided within the time specified by SIIDCUL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
25. In submitting a proposal, Bidder/ Applicant/s understands that SIIDCUL will determine at its sole discretion which proposal, if any, is accepted. Bidder/ Applicant/s waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection. SIIDCUL reserves the right to award/ allot the premise on leasehold basis to the Bidder/ Applicant/s whose proposal is deemed to be the most advantageous in terms of the RFP. In addition, SIIDCUL reserves the right to add or waive any requirements contained in this RFP at its sole discretion with regard to proposals submitted. SIIDCUL decision on award of premise on lease to the Preferred Bidder/ Applicant/s shall be final and binding on all the Bidder/ Applicant/s;
26. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to SIIDCUL under the tender documents and/ or under the Lease Deed or otherwise, under the following conditions:
 - a) If a Bidder/ Applicant/s submits a non-responsive bid;
 - b) If a Bidder/ Applicant/s engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - c) If a Bidder/ Applicant/s withdraws its bid after selection as the Preferred Bidder
 - d) In the case of Preferred Bidder, if it fails within the specified time limit:

- i. To sign and return the duplicate copy of Letter of Allotment (LOA);
 - ii. Failure to make payment of consideration in accordance with the payment schedule mentioned herein;
 - iii. To sign the Lease Deed in duplicate; or
 - iv. In case the Preferred Bidder, having signed the Lease Deed commits any breach specified herein and/ or therein.
27. Any information contained in the Bid shall not in any way be construed as binding on SIIDCUL, its agents, successors or assigns, but shall be binding against the Bidder/ Applicant/s if the space is subsequently awarded to it on the basis of such information;
28. If any information furnished by the Bidder/ Applicant/s is found to be incomplete, or contained in formats other than those specified herein, SIIDCUL may, in its sole discretion, exclude such Bidder/ Applicant/s from auction;
29. If for any reason, whatsoever, attributable to SIIDCUL, the lease deed cannot be entered into, SIIDCUL shall reserve the right to annul the tendering process and return the Bid Security to the respective bidder(s). In such an event, SIIDCUL shall not be liable for payment of any interest on the Bid Security amount to the bidders. Moreover, the bidder, in such a case shall not be entitled to any right of specific performance or any right or interest whatsoever in the premises or any part thereof.
30. The bids shall be valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of the Bids called validity period. The bids so submitted shall not be withdrawn by the Bidder during the validity period and will lapse after validity period unless SIIDCUL accepts the bid(s) before the expiry of validity period. However, in case, SIIDCUL so assess that the process of evaluation and award is likely to take some more time, the bidder may be requested to extend the bid validity as desired by SIIDCUL.
31. In case the Bidder withdraws his/its bid at any time during the validity period, his/its total Bid Security shall be forfeited.
32. The qualified bidder will be informed about opening of financial bid and date before 10 days.
33. **General Conditions:**
 - a) The bidder should pay the payments as below:
 - i. The Security Deposit (i.e. three months Lease Charges) and first month Lease Charges (with GST) within 15 days of the LOA as mentioned in the LOA;
 - ii. Upon receipt of all the payments as per the terms and conditions of this RFP and the LOA, the Preferred Bidder shall execute the Lease Deed within 45 days of issue of Letter of Award (in the format of SIIDCUL as per the specimen enclosed in Annexure-B hereto) with SIIDCUL and the same shall be registered with the concerned Sub-Registrar, in Duplicate. The original Deed shall be retained with SIIDCUL and Duplicate shall be handed over to the Preferred Bidder/ lessee;
 - iii. The Lessee shall bear stamp duty, registration fees and other related charges exclusively.
 - iv. All other payments, cost, charges etc. related to use of the premises shall be paid by the Lessee.
 - v. All other payments shall be made as per the terms of the Lease Deed.
 - vi. The lease charges shall be increased/ escalated every year @5% of previous year lease Charges.
 - vii. The monthly lease charges shall be paid by the lessee through ECS mechanism

as per the instructions of SIIDCUL.

- b) The deposited amount of the EMD shall be adjusted against the Security Deposit payable by the Preferred Bidder/ Lessee. The balance security deposit amount shall be payable by the Preferred Bidder/ Lessee as per the terms of the Lease Deed.
- c) If the bidder succeeded in the auction and fails in paying the amount as per Sr. No. 33(a) above, all amounts paid earlier by the bidder will be forfeited by the SIIDCUL, without assuming any liability whatsoever the case may be.
- d) Tendering shall be governed by applicable laws of India.
- e) At any point of time, information given by the bidder found false or misleading or deceitful, or indulgent or corrupt / fraudulent practice to influence the auction, SIIDCUL reserve the right for cancelling / taking back the space / plot including the forfeiture of the payment made from time to time.

34. Selection of Preferred Bidder

- a) The Bidder/ Applicant/successfully qualified in the evaluation of his/ its bid and is submitting highest amount of Lease Charge for obtaining the premise on leasehold basis in e-tendering shall be selected as the Preferred Bidder for the purpose of this RFP (the “Preferred Bidder”);
 - b) After selection of the Preferred Bidder, a LOA shall be issued, in duplicate, by SIIDCUL to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Bidder is not received by the stipulated date, SIIDCUL may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder/ Applicant/s as mutually agreed genuine pre-estimated loss and damage suffered by SIIDCUL on account of failure of the Preferred Bidder to acknowledge the LOA, and the next eligible Bidder/ Applicant/s (i.e. the second highest Bidder/ Applicant/s) may be considered;
 - c) After acknowledgement of the LOA as aforesaid by the Preferred Bidder, it shall execute and register the Lease Deed within the period as prescribed. The Preferred Bidder shall not be entitled to seek any deviation in the Lease Deed.
35. The premise shall be leased out to the Preferred Bidder as per the terms and conditions *inter alia* contained herein and the premise shall be transferred on operational lease basis to Preferred Bidder on payment of requisite amounts as per the amount/ bid submitted by the Preferred Bidder in accordance with the terms and conditions contained herein.
36. The leasehold rights on the premises will be granted in accordance with the terms and conditions contained under the draft Lease Deed specified in the Annexure-B hereto and the lessee shall adhere with the terms and conditions contained therein.
37. The tendering process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the auction process;
38. SIIDCUL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the tendering process and/or amend and/or supplement the tendering process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder/ Applicant/s in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to SIIDCUL by, on behalf of, and/ or in relation to any Bidder/ Applicant/s; and/or

- d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder/ Applicant/s
39. In case of any question or dispute during the tendering process, the decision of competent authority (SIIDCUL) shall be final and binding to all the Applicant/s.
40. It shall be deemed that by submitting the Bid, the Bidder/ Applicant/s agrees and releases SIIDCUL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the tender process, to the fullest extent permitted by the applicable laws and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
41. All the payments shall be in Indian Rupees only.
42. The Bidder/ Applicant/s shall abide by all applicable laws including Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time, and the other laws applicable to the entity of its own territory.
43. **Other Lease Details**
- a) **Use of Prémisses**
- i. The use of the premises would be for Small Offices, Public Cultural and Entertainment facilities, Schools and Libraries in addition to neighborhood-oriented uses, Short term Multi-use Commercial uses, Public Community Center, Company Community Center purpose only unless permitted by SIIDCUL in writing otherwise.
 - ii. The lessee will not be permitted to use the said premises in such a way which in the opinion of SIIDCUL may cause prejudice, nuisance, annoyance or inconvenience to SIIDCUL or for storing hazardous goods or for any purpose not permitted under the laws of land.
 - iii. The lessee will not use or deal with the premises in a manner contrary to any conditions imposed on the premises by the law, the Government or the Local Authority or the Local Municipal Corporation and shall keep SIIDCUL indemnified against all actions, suits and other proceedings in consequence of such uses by the Lessee.
 - iv. The lessee will not do or permit to be done by his/its employees or anybody under his/its control anything whereby the policy/policies of insurance taken by SIIDCUL, if any, may be affected in any which way.
 - v. The lessee will not be entitled to assign sub-let, re-let, transfer or part with the possession of the said premises or any part thereof or induct third party or alternative parties in any manner whatsoever, without the specific permission / written consent of SIIDCUL. SIIDCUL reserves the right to deny such permission.
 - vi. The lessee would keep the leased premises and all lavatories, pipelines, sinks, corridors and passages forming part thereof clean and in sanitary condition and remove all rubbish at the end of the day.
 - vii. During the period of lease, any damage in whichever form if made to the property in use or the adjoining property will have to be made good by the lessee. The decision of SIIDCUL will be final in this regard.

- viii. The lessee shall be bound by the rules and regulations prepared by SIIDCUL for day-to-day administration and will provide the same to lessee for compliance. Lessee shall co-operate with SIIDCUL for smooth running of the affairs at the premises.
 - ix. The place for display of the name of the lessee would be indicated by SIIDCUL. Other than this no part of the building (including terrace) except as specified by SIIDCUL would be used for any display advertisement, signage, posters, bills, etc. of any kind.
 - x. The lessee should maintain the esthetic look of the building.
- b) Lease term, Lock in period, Escalations, Lease Charges, Security Deposit etc.
The lease term, lock in period, escalation and security deposit shall be as per the terms mentioned hereinabove and contained under the draft Lease Deed annexed as Annexure - B hereto.
- c) Stamp duty and Registration charges
The stamp-duty and registration charges payable in respect of the lease deed would be borne by the Lessee i.e., the bidder alone.
- d) Outgoings and charges to be borne by the lessee
- i. Internal repairs of the floor/ premises shall be carried out by the lessee at his/ its cost and expenses.
 - ii. The existing or the future taxes and outgoings including any increases (by whatever name it may be called) would be borne by prospective lessee.
 - iii. If at any time during the lease term, the Lessor has to pay any additional/ new or increased taxes, charges, or levies imposed by Government or any local Authority in respect of the premises it shall be lawful for the Lessor to recover all increase in taxes, additional/ new taxes, charges, or levies imposed by Government or any local Authority during the period of this Lease from the lessee in proportion to the area.
 - iv. Actual consumable charges as per the bills received from the supply agency, towards electricity, water, telephone, internet data charges, gas and any other charges for actual consumption by the lessee to be paid directly to the supply agency. However, SIIDCUL reserves the right to pay and recover the money from the lessee or from the Security Deposit, wherever applicable, in case of non-payment by the lessee.
 - v. The charges for outgoings and other expenses will be payable from the date of handing over of possession of the premises or execution of the lease deed whichever is earlier and would be payable for a period up to termination of deed or handing over the premises back to lessor, whichever is later.
 - vi. If any outstanding (including outstanding interest) is not paid by the due date of payment by the lessee, the same shall be liable to be paid along with interest thereon at 15% (yearly compoundable interest) per annum from the due date thereof till date of payment without prejudice to the lessor's rights to the remedies as per law including his/its right to terminate the lease and lessee would have to vacate the premises within three month from receipt of such notice of termination from lessor.
 - vii. Any adjustment payment/ entries for a particular financial year would be done by SIIDCUL through additional bills, in the next financial year.

e) **Structural maintenance**

- i. The structural maintenance would be on account of SIIDCUL.
- ii. The lessee shall not make any structural alterations or fix any permanent fittings or fixtures to any portion of the said premises provided that they shall be at liberty without any such consent aforesaid to fix lights, fans and Air-Conditioners but so that such alterations would be reversible and fixtures shall be easily removable without in anyway causing damage to any portion of the said premises and to make good all such changes while leaving the said premises so that the said premises is returned in the same condition as before the installation of such fixtures and fittings (Normal wear and tear expected) and, if any damage shall be caused by such removal, to make good the same.

f) **Internal repairs and maintenance**

- i. Any repairs inside the premises would be carried out by the lessee provided that they shall give 15 days' advance notice in writing to the lessor before carrying out the repair works. Such repairs to include replacing and reinstating floorings, partitions/ partition walls, electric and other fittings at lessee's own cost and expenses during the term hereby created to keep and maintain in good working condition the electric installations and the light and fan points and flushing tanks and the plumbing system.
- ii. Day to day cleaning and maintenance of space/ floor occupied by the lessee shall also be carried out by the lessee at his/its own cost and expenses.
- iii. The permission if any, from Statutory Authorities for all this work would be the responsibility of the lessee.

g) **Essence of contract**

The adherence to the time schedules for the payment of the Charges, all outgoings and all payable amounts as per the lease deed (including interest or penalty if any), determination of lease by notice or by efflux of time as specified in the lease deed or relevant paragraphs of the tender, and subsequent vacation of the premises are the essence of the contract between the lessee and SIIDCUL.

ANNEXURE-A

(Fill up this form, Scan the same and upload along with registration form)

LETTER COMPRISING THE BID

[TENDER FOR COMMUNITY CENTER ON OPERATIONAL LEASE AT IIE SITARGANJ]:

1. Type of Applicant/s. (Please tick mark () against right one)

Public Limited Co ()

Private Limited Co ()

Limited Liability Partnership ()

Partnership Firm..... ()

Co-Operative Hou. Society ()

Others ()

Individual ()

2. Full name of the Applicant/s:-

.....

3. PAN No.

4. GSTIN

5. CIN/ LLPIN No. (in the case of Company/ LLP)

6. Communication Details:-

Phone No.

A. Resi.....

B. Office.....

C. Mobile No.....

D. E-mail Address.....

E. Fax.....

7. Address of the Applicant/s:-

A. Present :-

B. Permanent/ Registered:-

C. For Correspondence:-

8. Information of the Applicant/s:-

A. In cases where the company/limited liability partnership/partnership firm, the bidder should have the Power of Attorney/ Board Resolution/ Letter of Authority to participate in the bidding process.

<u>Sr. No.</u>	<u>Name of the directors / partners</u>	<u>Present residential address of the director/partner</u>	<u>Business address</u>	<u>Type of director/ Partner</u>

<u>Name of Power of Attorney Holder/Authorised Signatory</u>	<u>Occupation, Relationship and address.</u>

B. In case of Individuals:-

<u>Name</u>	<u>Detail and address of the service / business.</u>

C. In case of Power of Attorney Holder/ Authorized Person:-

<u>Name of Power of Attorney Holder/ Authorised Person</u>	<u>Detail and address of the service / business.</u>

Scan & Upload the Power of Attorney/ Board Resolution/ Letter of Authority.

D. Financial bid – The bidder has to submit the financial bid as per the prescribed BOQ format only.

9. Details regarding the money to be paid towards Earnest Money Deposit (E.M.D.) and Tender Form Fee (non-refundable) are as under.

I/ We have paid the following sum as per the terms and condition of the RFP:

Tender/ Registration Fee.	Rs.5,000/- + GST 18% = Rs 5,900/- (INR. Five Thousand Nine Hundred Only) by NEFT/ RTGS/Demand Draft payable to “Managing Director, State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.” Bank Details: <ul style="list-style-type: none"> ▪ <u>Bank A/c No- XXXXXXXXXXXXX</u> ▪ <u>Name of A/c- XXXXXXXXXXXXX</u> ▪ <u>IFSC Code- XXXXXXXXXXXXX</u> ▪ <u>Bank/Branch Name- XXXXXXXXXXXXX</u>
---------------------------------	---

Earnest money deposit (EMD)	<ul style="list-style-type: none"> ▪ Community Center - Rs.50,000/- (INR. Fifty Thousand only) Payable in the form of by RTGS/NEFT/Demand Draft in favor of “Managing Director, State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.” Bank Details: <ul style="list-style-type: none"> ▪ Bank A/c No- XXXXXXXXXXXXXXX ▪ Name of A/c- XXXXXXXXXXXXXXX ▪ IFSC Code- XXXXXXXXXXXXXXX ▪ Bank/Branch Name- XXXXXXXXXXXXXXX
Payment Particulars	UTR /payment ref. No. _____ dated Name of the Bank _____

10. I/ We acknowledge the right of SIIDCUL to reject our Bid/ Proposal without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.
11. I/ We believe that I/ we satisfy/satisfies the net worth and average annual turnover criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid/ Proposal.
12. I/ We have duly enclosed the power of attorney/ board resolution/ letter of authority for signing of Bid/ Proposal.
13. I/ We am/ are unconditionally and irrevocably agreeing and undertake to abide by all the terms and conditions of the RFP document.
14. I/ We shall keep this offer valid for 120 (one hundred twenty) days from the Bid due date specified in the RFP.
15. I/ We am/ are eligible as per the terms of eligibility criteria mentioned in clause 4 of the RFP document.
16. I/We have submitted all the documents / papers as per the details mentioned in clause 7 of the RFP document and the manner prescribed therein.
17. I/ we hereby agree that:
 - a) I/we, having examined the RFP document and understood its contents, hereby submit my/our bid for the aforesaid Community Center. The bid is unconditional and unqualified;
 - b) I/ we acknowledge that SIIDCUL will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Preferred Bidder for the aforesaid plot/ premise on lease, and certify that all information provided in the

Bid are true and correct; nothing has been omitted which may render such information misleading; and all documents accompanying our Bid are true copies of their respective originals;

18. The bid / proposed is made/ submitted by me/us after taking into consideration all the terms and conditions stated in the RFP and all the conditions that may affect the lease Charges of the plot.
19. I/we have read, understood, agreed and undertake to abide by all the conditions contained under the RFP including annexures annexed therewith.

Yours faithfully,

(Signature and seal of the Bidder/ Applicant/s)

(Name of the Bidder/ Applicant/s)

Date:

Place:

ANNEXURE-B

LEASE AGREEMENT

THAT THIS LEASE AGREEMENT IS EXECUTED ON

-----2020

BY AND BETWEEN

SIIDCUL (State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.) having its registered office at 29, IIE (IT PARK), Sahastradhara Road Dehradun-248001, Uttarakhand (India), (Hereinafter referred to as the ‘LESSOR’, which expression shall, unless repugnant to the context thereof, mean and include their heirs, successors, executors, administrators, assigns and legal representatives etc.) of the First PART

AND

.....
.....
(Hereinafter referred to as the ‘LESSEE’, which expression shall, unless repugnant to the context thereof, mean and include her heirs, executors, administrators, successors, legal representatives and assigns etc.) of the second PART.

WHEREAS

1. That the lessee desires to take the property of lessor on lease for their commercial use and lessor also desires to give the lease property to the lessee on lease more particularly described hereunder at the monthly lease Charges of Rs. for a period from on the terms and conditions narrated hereunder.

The LESSOR is the owner and is fully seized and possessed of or otherwise well and possessed the said Premises.....
..... IIE Sitarganj. Hereinafter referred to as “the said premises”, which is more particularly described in the schedule written hereunder.

2. The LESSOR has confirmed and represented that the said premises has been constructed by SIIDCUL and that there exists no legal impediments in the LESSEE occupying the said premises and conducting its business.
3. The LESSOR has further represented that the said premises is in their enjoyment and vacant possession and is free of all encumbrances, mortgages, liens or any other charges of any nature whatsoever and there are no restrictive covenants operating upon the LESSOR and / or said premises, in leasing out the said premises to the LESSEE on the terms and conditions herein contained.
4. The LESSOR has also represented that there are no proceedings, Legal or otherwise, pending in connection with the ownership or otherwise of the said premises.
5. The LESSOR has also represented that there are no outstanding payment of taxes, including municipal or local levies taxes, fees, cesses and charges including ground Charges and property tax in respect of the said premises and further that all electricity, water charges and such other payments have been made in full to the respective Authorities/ Bodies/Persons as on the date of this Lease Deed.

Based on the above representations the LESSEE being in need of premises for Commercial

purposes has requested the LESSEE to enter upon and use the said premises without granting or transferring any estate, interest or tenancy or easement or creating any other right or interest of any nature except the mere permissive user of the same which the LESSOR have agreed to do upon the LESSEE having fully inspected the said premises and expressing complete satisfaction in respect thereof in all respects on the terms and conditions hereinafter stated.

The LESSOR is aware that the LESSEE has agreed to take the premises on lease solely based on the above warranties and representation which are believed to be true and also on the warranty that the LESSEE vis-à-vis LESSEE shall not face any impediment, attachment and / or closure notice for running the business in the said premises.

Relying upon the representations made by the parties hereto to each other and believing the same to be true, the LESSOR have agreed to allow the LESSEE to use and enter upon the said premises and the LESSEE has agreed to accept such Lease strictly on the terms and conditions set out hereinafter.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1

LEASE PERIOD

- 1.1 The LESSOR and the LESSEE confirm the representations respectively made by them as herein before recited and accept that the said representations constitute the basis of the Deed and the Lease by the LESSOR to the LESSEE as hereinafter mentioned.
- 1.2 The LESSOR do hereby allow and permit the LESSEE, subject to and on the terms and conditions herein contained, to enter upon and use the said premises on “Lease basis” for a period of 05 years (five years) commencing from2020 (hereinafter called “The period of lease”) subject to 5% increase (escalation) in lease Charges of the previous year for every year of the lease period. The LESSOR may at its discretion renew the LEASE for further period as per the terms and conditions by the lessor. To renew or to refuse the renewal will be at the option of LESSOR and upon non-renewal, lessee will be bound to handover the possession of LEASE hold property as narrated in para 3.4.

ARTICLE 2

TERMINATION

- 2.1 It is agreed between the parties that during the lock in period in force the Lessee shall not be entitled to terminate this Lease Agreement. In case, if the Lessee vacates the premises within lock in period of 36 months, the Lessee will be liable to pay Charges of balance Lock-in period.

ARTICLE 3

LEASE CHARGES / SECURITY DEPOSIT

- 3.1 The LESSEE shall be liable and responsible to pay monthly Lease Charges of Rs. (RupeesOnly) along with Tax, Maintenance or any other taxes or Levies, GST regularly (hereinafter called “The lease Charges”).
- 3.2 The Lease Charges shall be payable in advance on or before the 5th day of the calendar

month. The monthly Charges payable by the LESSEE to the LESSOR shall be paid to the LESSOR after deducting there from the amount of TDS at the applicable rates under the Income Tax Act, 1961, GST along with all the cesses, which is statutorily payable by the Lessor to the credit of the Government towards “Charging of Immovable Property Service” will be paid / reimbursed by lessee to the lessor in advance as per the prevailing rate along with the monthly Charges. Three months advance monthly Charges shall be paid on receiving of the Award or signing the Agreement and in case if the Lessee does not pay the Charges for Two consecutive months then the Lessor shall be at liberty to proceed legally to take the possession of the property.

- 3.3 On the expiry or earlier termination of the Lease for any reason whatsoever (whether during or after the Lock-in Period), the Lessee shall hand over the peaceful and vacant possession of the said Premises to the Lessor in same condition in which the possession was handed over to the Lessee by the Lessor (subject to normal wear and tear). That the lessor will be entitle to deduct any dues payable by the lessee from the three months advance Charges paid by the lessee.
- 3.4 In the event the Lessee fails to handover the Said Premises on the expiry or earlier termination of the Lease, the Lessor shall be entitled to compensation for the Lessee’s continued use and occupation of the Said Premises of an amount equal to thrice the Charges.
- 3.5 Maintenance charges for maintenance of industrial area as fixed by SIIDCUL from time to time will have to be paid by the Lessee to the Lessor on receipt of a formal demand letter.
- 3.6 Intentional Irregularity or delay in payment of Lease Charges shall also amount to breach of agreement and shall be liable for termination of Lease agreement.

ARTICLE 4 RATES/TAXES/LEVIES

- 4.1 It is agreed between the Parties hereto that all present and future outgoings, municipal corporation taxes, rates, Levies, or by any other name relating the said premises shall be paid by the LESSEE as per the prevailing rates during this period. LESSEE shall pay these charges directly to the concerned authorities/ agencies as per their bills within the prescribed time period and shall submit copies of bills and receipts to the LESSOR immediately after the payments.
- 4.2 In case LESSEE does not pay the above mentioned outgoings like Municipal taxes, Levies etc. on or before due date, penalty, interest etc. if levied by the concerned authorities due to non-payment or late payment of the dues shall be paid by LESSEE.
- 4.3 Non-payment or late payment of taxes shall also amount to breach of agreement & LESSOR shall have right to terminate the agreement.

ARTICLE 5 FACILITIES

- 5.1 **ELECTRICITY & WATER SUPPLY: -**
The LESSOR has provided adequate power supply in the said premises. In case LESSEE requires additional power, the same shall be obtained by LESEEE at their own cost from the concerned electric company. The LESSOR undertakes to cooperate with the LESSEE to obtain a further additional power Load in the said premises as per the requirement of the LESSEE and sign all documents, applications, papers, certificates etc. in this regard. All the

Expenses related to increase of the Power including Security Deposit will be borne by Lessee. The existing Transformer (if any) will be used by the Lessee and maintained by the Lessee on his own cost. The Lessee will do the facilities for Water Supply at their own cost.

5.2 NAME BOARDS: -

The LESSEE shall put up their name board, logos only at the place provided by the LESSOR in the said premises free of cost as per the rules and norms decided by the LESSOR from time to time. The lessee shall not be permitted to fix any logo or sign board or stickers of their business at any other place unless permitted by the lessor in writing.

5.3 FLOORING: -

There is basic flooring done by the SIIDCUL and required flooring, foal ceiling, utilities, lighting, interiors and other requirements shall be completed by the lessee at his/its own cost and expenses.

ARTICLE 6

LESSEE COVENANTS

6.1 USE OF PREMISES: -

The LESSEE shall use the premises only for purposes for which he/it has bid and will not make use of it for any illegal purpose and/or will not store any articles which are prohibited under law and/or explosive articles. The LESSEE shall follow all the rules regulations of the LESSOR/ SIIDCUL/or any other government authorities.

6.2 That the Lessee shall not be entitled to cover the balcony if any provided and has to use it as open balcony only.

6.3 That the lessee shall have right to fix A.C. Plant equipment (if any requires) on the terrace as per the instructions given by the Lessor. That the lessee will have no right to keep anything else on the terrace without the written permission of Lessor.

6.4 Without prior written permission of Lessor, Lessee will not be entitled to install any equipment except the A.C. Plant on the terrace.

6.5 That after the locking period of lease, Lessee wants to vacate the lease property, three months' notice is required to serve upon the lessor, failing which the lessee will be liable for three months' Charges.

6.6 That the lessee will be given moratorium period of 60 days within which the furniture or interior work must be completed by the Lessee and in no case this period will be extended. That the lessee will not be allowed to make use the lease premises for their business in this moratorium period unless they submit completion certificate of their interior/furniture moratorium will be over by completion of 60 days or the day from which the lessee start making use of the lease property whichever is earlier.

6.7 ELECTRICITY, WATER, MUNICIPAL TAXES AND OTHER CHARGES: -

The LESSEE shall be responsible for payment of all charges for water and electricity consumed in the said premises during the period of the lease as well as for the payment of telephone and other bills other dues including bills for the telecommunication equipment installed in the said premises during the period of lease even though the electricity / telephone other bills may be received after the expiry or earlier revocation or termination of the lease and shall indemnify and keep indemnified the LESSOR, against nonpayment of the same. LESSEE shall pay these charges directly to the concerned authorities/ agencies as per their bills within the prescribed time period. The lessee has to install water meter tested

and certified by approved government agency at his own cost. The lessee has to follow the rules and regulations if any framed by the SIIDCUL for water usage and bound to follow any changes in it in future.

6.8 FIRE: -

The fire system is to be installed by the lessee. The Lessee will maintain the system for his/its leased premise and if required has to provide additional fire extinguisher at his own cost and has to keep them in working condition at all time.

6.9 SUBLEASE: -

The LESSEE cannot sublet the leased premises to any other Company, Institution, and Organization. If wants to sublet for any particular service then the lessee has to take the proper permission from SIIDCUL.

6.10 REPAIRS: -

That minor day-to-day repairs of the leased premises such as fuses, leakage of water Taps, Maintenance of toilets plumbing etc. will be responsibility of the LESSEE.

6.11 NUISANCE: -

The LESSEE shall not use the leased premises in a way or parked the vehicles in the way that may or is likely to cause nuisance or annoyance to the Lessor and/or other occupants of the nearby property.

6.12 The LESSEE shall at its own cost and charges is entitled to carry out all renovation, and interior work including painting in the said premises, but it shall not carry out any structural alterations and/or elevation of the building and/or exterior portion of the building without the prior written consent of the LESSOR.

6.13 INSPECTION OF THE LEASED PREMISES: -

The LESSEE shall during its working hours shall permit the LESSOR or its representatives to enter into and upon the premises at all reasonable times after 12 hours' notice in writing to him for the purpose of examining the state, and condition and if necessary for repairing any part of the leased premises and to keep it and all services, drains, pipes, cables and other convenience belonging to or used for the leased premises in good order and condition. In no case the Lessee will entitle to change/lay down the new water line and/or drainage pipes, without written permission of Lessor.

6.14 SIGN BOARDS AND ADVERTISEMENT

The LESSEE shall be entitled to display name - plates, of the Company within the building premise at a given location by the LESSOR free of cost.

6.15 That the lessee should obtain the requisite license, if any, for their business at their own cost.

ARTICLE 7

LESSOR COVENANTS

7.1 COMPLIANCE WITH RULES AND REGULATIONS: -

There is presently no claim, action, litigation, arbitration, garnishee or other proceeding pending against LESSOR and relating to the leased premises or the transactions contemplated hereby and to the best of LESSOR's knowledge and belief, there is presently no claim, governmental investigation or threatened litigation or arbitration proceedings to which LESSOR is a party relating to the leased premises. The LESSOR shall give the LESSEE immediate notice of any such claim, litigation, proceeding or investigation, which becomes known to it prior to execution hereof;

7.2 PEACEFUL AND VACANT POSSESSION / ENJOYMENT: -

The LESSOR has represented to the LESSEE that it enjoys the uninterrupted, quiet, peaceful, physical, vacant and legal possession of the leased premises without any interference whatsoever. The LESSOR has handed over the vacant and peaceful possession of the leased premises to the LESSEE free from any interference, objections, eviction, claim, interruption and demand whatsoever by the LESSORS and or any government Authority or any person lawfully or equitable claiming by of from under or in trust for the LESSOR and, or, any government Authority, provided that the LESSEE does not violate any government or statutory regulations or any terms of the said lease.

7.3 REPAIRS AND MAINTENANCE: -

The LESSOR shall be responsible for major repairs in structure. However damages incurred due to negligent usage of property/facility by lessee, his employees, his visitors will have to be repaired by LESSEES at their own cost. The LESSEE shall be responsible for the normal internal and external maintenance of building and furniture/fixtures and other equipment, if any, provided by the LESSOR.

7.4 TAXES

The LESSEE shall pay all the present and future taxes (including Property Taxes, GST), charges, duties, cesses, fines, penalties and other outgoings, present and future payable to the governmental and/or any other authorities and municipalities in respect of the leased premises. The LESSEE shall indemnify and shall at all times keep indemnified the LESSOR from any and all liabilities and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc. The LESSOR has to take the Insurance of the premises and the LESSEE will take the insurance of the Furniture & Fixtures & Equipment & human Bodies.

ARTICLE 8
BREACH

8.1 If the LESSEE commit a breach of any of the terms, stipulation and conditions of lease, the LESSOR shall give a written notice to that effect and if the LESSEE failed to give a reply within a period of 30 days from receipt of such notice to remedy any such breach, then in such event the LESSOR without being bound shall be entitled to terminate the lease agreement. If the LESSEE vacates the premises as a result of such termination the embargo of 36 months lock-in period shall remain applicable or enforceable. If Lessee vacates the premise before completion of 36 months lock-in period, the lessee is liable to pay the lease Charges of the balance lock-in period. If any breach occurs during the period of 36 months lock-in period, the Lessee is liable to pay the lease Charges of the balance lock-in period.

8.2 If, however, the LESSOR fails, neglects or refuses to honor any of the commitments made on their part to the LESSEE as mentioned in this Agreement, then the LESSEE shall have the right to give 30 days written notice to the LESSOR to rectify the breach failing which the LESSEE shall be entitled to terminate this lease, even within lock-in- period vacating the said premises.

ARTICLE 9
INDEMNITY

9.1 The LESSOR represents and warrants that they are lawfully and rightfully entitled to lease out the leased premises and are fully entitled to execute this agreement and have obtained all requisite permissions to let out the premises to the LESSEE and the said permission / approvals are in full force and effect. The LESSOR shall hold the LESSEE fully indemnified and harmless against any demands, claims, actions or proceedings by any other

person in respect of quiet and peaceful possession and use of the leased premises by the LESSEE, provided the LESSEE abides by all statutory rules and regulations and the terms of the agreement.

- 9.2 The LESSOR shall abide by all laws, bye-laws, Rules and Regulations of the Government or any other authority or local body and shall observe and perform the covenants and conditions and shall attend to answer and be responsible for all violations of any of the conditions or rules, or bye-laws, that may be required to be followed, observed and performed by the Landlord of a property, by the said authorities and shall sign and execute any documents required thereof and the LESSOR shall always keep and hold the LESSEE harmless and indemnified in this regards.
- 9.3 The LESSOR and the LESSEE agree to indemnify and keep indemnified each other of, from and against all action, suits, proceedings, costs, charges, expenses and other liabilities brought against, suffered or incurred by the LESSOR or the LESSEE by reason of any breach, non-performance or non-observance by the LESSOR or the LESSEE, as the case may be of any of their respective obligation under this Agreement.
- 9.4 Notwithstanding anything herein contained if the LESSEE is dispossessed from the leased premises as a result of any legal proceedings or action against the LESSOR of any law, regulations, rules, bye-laws in force in India, or for any other reason, the lease shall stand terminated from the date of dispossession of the LESSEE consequent thereto, at the sole option of the LESSEE. All amounts due and payable to the LESSOR on such date in terms hereof together with the full Charges till date of dispossession, in whole, shall be forthwith paid by the LESSEE to the LESSOR without delay, demur or protest and such payment shall be without prejudice to any and all rights of the LESSOR in terms hereof as also the LESSEE's right of recourse against the LESSOR, provided that the LESSEE shall not be liable to pay any Charges to the LESSOR from such date of dispossession.

ARTICLE 10 FORCE MAJEURE

- 10.1 If the said premises or any part thereof shall be destroyed and / or rendered unfit for use due to any Act of God like earthquake, tempest, lightning, flood, air, enemy action or any other irresistible force or State intervention over which the parties have no control, the LESSEE shall have the option to terminate the agreement immediately on the happening of such event PROVIDED that, if only a portion of the said premises is destroyed or rendered unfit for use and if the same can be restored and / or made fit for use within one month from the date of such happening or within any other period that may be extended by the Lessee, the LESSOR shall restore and / or make the same fit for use at the LESSOR's own costs and in that event the Lessee shall not determine these presents but during the period such or restoration and / or repairs the Charges payable under this Deed shall proportionately abate on the basis of utility and /or the effect such destroyed and / or unfit part has on the working of the said Premises. On such happening the LESSEE shall not be entitled to raise any claim of whatsoever nature on the LESSOR.

ARTICLE 11 INSURANCE

- 11.1 The LESSEE, if found necessary, shall insure the equipment, furniture, fixtures & other items installed within the said premises by it against all risks at its own cost. The Lessee, if required, shall take insurance and responsibility of the persons/employee working or visiting, customers, visitors, patients etc. visiting in the said Premises.

ARTICLE 12
MORTGAGE/SALE/TRANSFER OF THE SAID PREMISES

12.1 The LESSEE shall not be authorized to mortgage/sale/transfer the leasehold rights over the premises.

ARTICLE 13
MISCELLANEOUS

13.1 Any notices, communications or correspondence to be given under this Agreement shall either be delivered personally, or sent by registered post, by courier or by facsimile transmission. The address for service of each party shall be the addresses appearing above.

13.2 If any provision of this agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby and the decision of Managing Director of Lessor in that respect will be final.

13.3 This agreement constitutes the entire agreement between the parties and saves as otherwise expressly provided no modification, amendment or waiver of any of the provision of this agreement shall be effective unless made in writing specifically referring to this agreement and duly signed by the parties hereto.

13.4 Unless otherwise provided hereunder, all indemnities provided by the LESSOR in this agreement shall survive the termination or expiry of this agreement.

13.5 The LESSOR shall keep all information and other terms and conditions in relation to this agreement and also in relation to the LESSEE confidential and shall not without the prior written consent of the LESSEE, divulge such information to any other person or use such information in any manner whatsoever except as required by law, or by governmental regulation, requirement or order or as may be necessary to establish or assert its rights hereunder.

13.6 In the event of any dispute of difference arising between the parties hereto relating to any aspect contained in this agreement, whether within the validity of the terms of this agreement or at any time afterwards, the same shall be resolved through mediation. If any dispute is not resolved through mediations, the parties would be free to approach the competent court for resolution. The parties to this agreement irrevocably submit to the exclusive jurisdiction of the COURTS OF DEHRADUN with reference of this agreement.

13.7 This agreement shall be governed by the laws of INDIA and what is recorded in the agreement reflects the true and complete intention of the parties hereto. Any variation in any of the terms and conditions of this agreement shall be valid only if the terms and conditions of such variation is laid down in a separate supplementary agreement and signed by both the parties hereto.

13.8 Lessee is not permitted to use space or area other than the leased premise without prior permission of SIIDCUL.

13.9 The stamp duty and registration charges, lawyer's fees etc. shall be borne and paid by the LESSEE only.

SCHEDULE

All that Premises being situated on (Complete Address XXXXXXXXXXXXXXXXX) having Community Center "NAME (if any)" admeasuring Sq.M.

IN WITNESS WHEREOF, THE PARTIES HERETO have subscribed their respective hands and seal at place, day, month and year first above mentioned, in the presence of the following:

SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED LESSOR:

.....
.....

SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED LESSEE:

.....
.....

In the presence of following two Witnesses:

1. _____

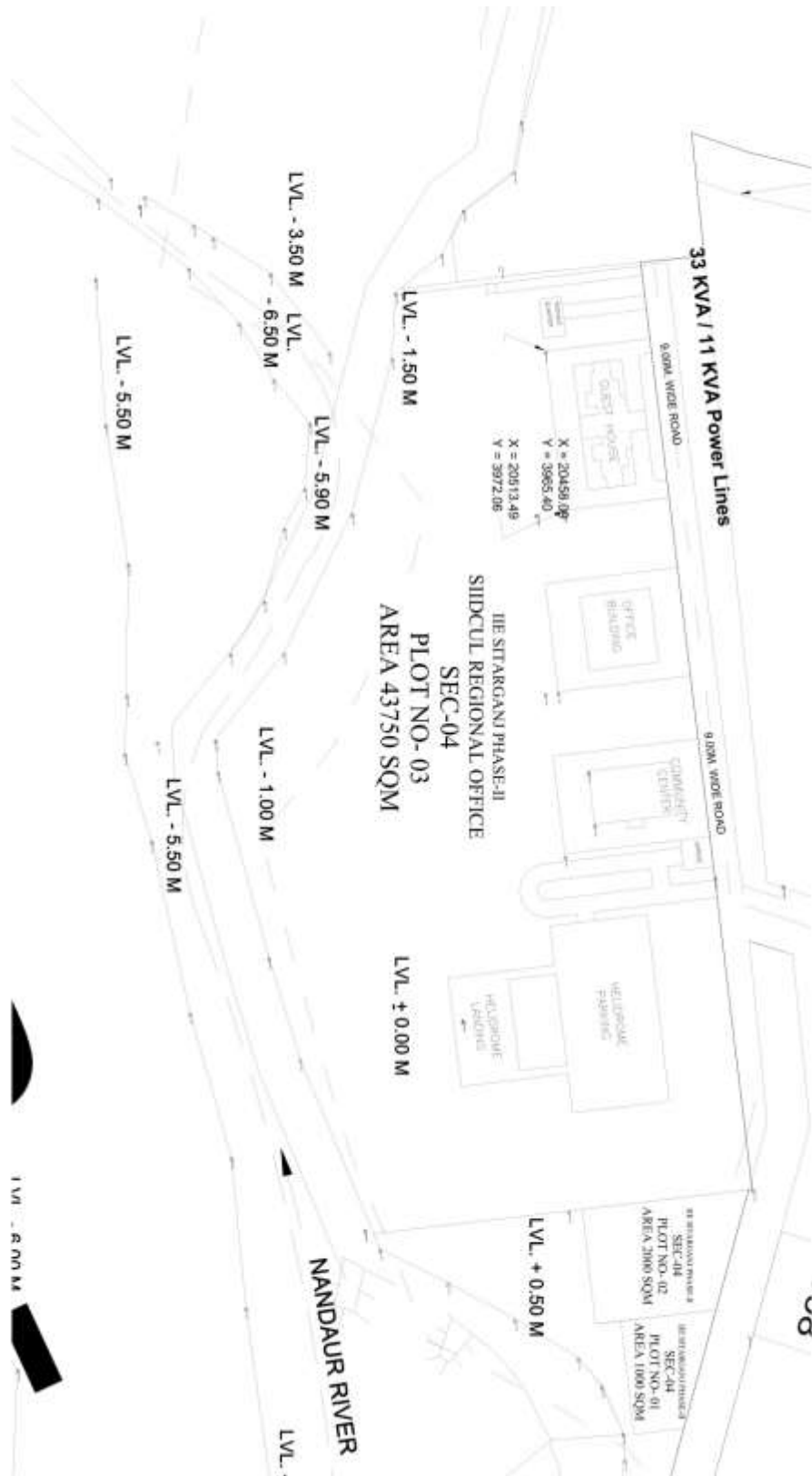
2. _____

SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT

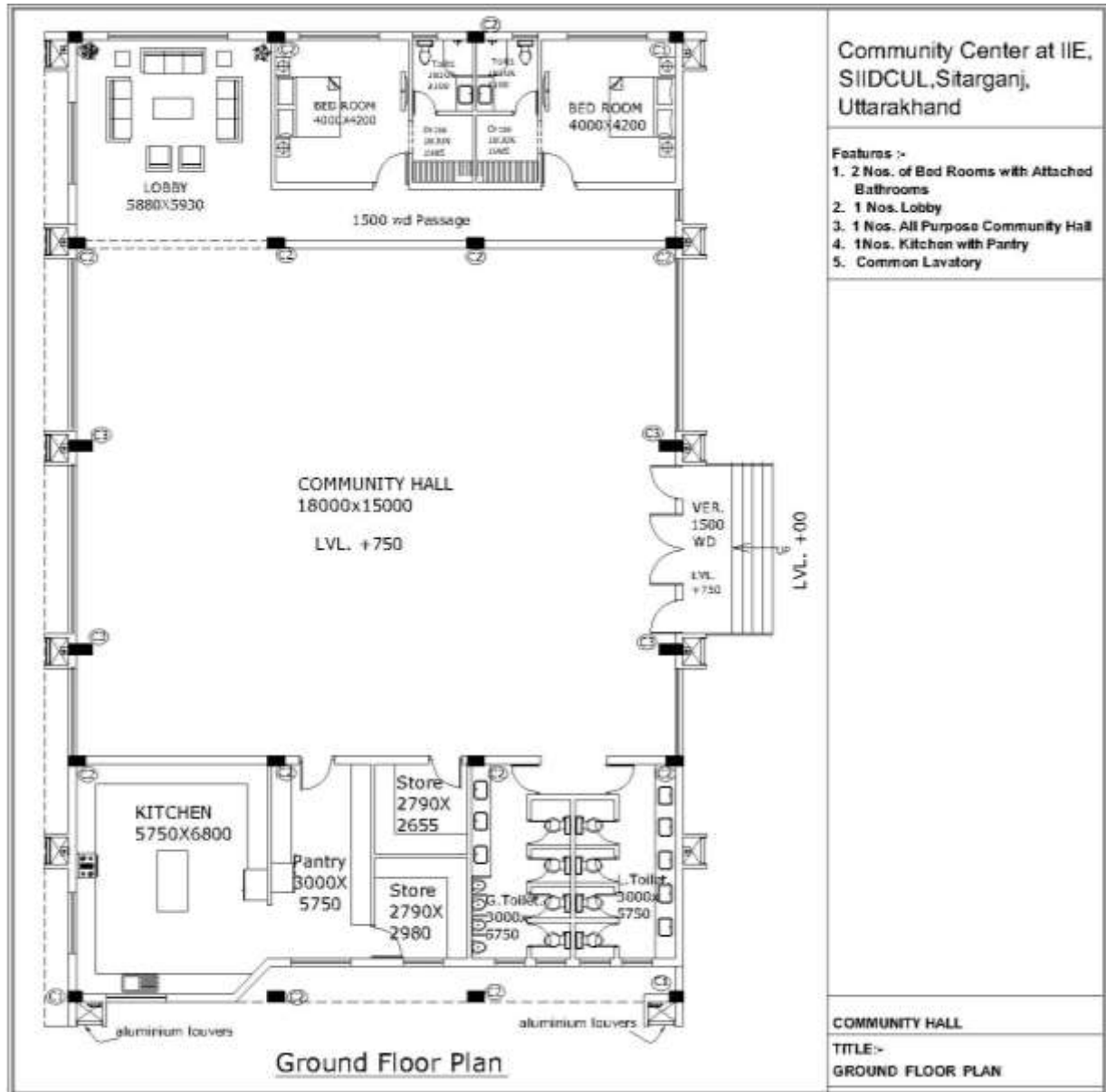
Signature, Photograph and LHT Impression of LESSOR :-

Signature, Photograph and LHT Impression of LESSEE :-

ANNEXURE-C
MAP OF PREMISES/ MAP SHOWING THE LOCATION OF THE PREMISES



ANNEXURE-D
[Building Plan of Community Centre]



Community Center at IIE,
 SIIDCUL, Sitarganj,
 Uttarakhand

Features :-

1. 2 Nos. of Bed Rooms with Attached Bathrooms
2. 1 Nos. Lobby
3. 1 Nos. All Purpose Community Hall
4. 1Nos. Kitchen with Pantry
5. Common Lavatory

COMMUNITY HALL
TITLE->
GROUND FLOOR PLAN
