



**Date of publishing- 30.10.2018**

**E-TENDER NOTICE FOR LETTING OUT  
COMMERCIAL/OFFICE SPACE  
ON RENTAL BASIS, AT JANPATH, NEW DELHI  
TO  
GOVT. BODIES/MINISTRIES/PUBLIC SECTOR  
BANKS/PSUs ONLY**

**CENTRAL COTTAGE INDUSTRIES CORPORATION  
OF INDIA LTD. (CCIC), PSU,  
UNDER MINISTRY OF TEXTILES**

Advt. CCIC/E-notice/2018	<b>E-Tender for Prime Commercial /Office space on Lease</b>		<b>CCIC of India Ltd., PSU (Ministry of Textiles)</b>
--------------------------	---	--	---


**BID DATA SHEET**

1.	NIT RFP No.	No. CCIC/E-notice/2018
2.	Project	E-tender notice for letting out Commercial/Office Space on rental basis
3.	Contact Person	Shri Navin Kumar Yadav, Addl. Gen. Manager (H.R./Admn.)  Tel.011-23311964, Mob.9810521072
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	<a href="http://www.thecottage.in">www.thecottage.in</a>
7.	Portal for Online Submission	<a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per tender document
11.	Value of Tender	Rs.4.80 Cr.

**Schedule of Events**

	<b>EVENT</b>	<b>VENUE/DATE/TIME</b>
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 <b>Before 19.11.2018, 03:00 PM</b>
2.	Pre-bid Meeting	<b>12.11.2018 at 3.00 PM</b>
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) <b>Latest by 19.11.2018 at 3.00PM</b>
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) <b>20.11.2018 at 04:00 PM</b>
5.	Opening of Financial Bids	Technically qualified bidders will be intimated on portal.

**Note: In case any of the days mentioned above happens to be declared as holiday, the said event shall be held on the next following working day at the same time and venue.**

Advt. CCIC/E-notice/2018	<b>E-Tender for Prime Commercial /Office space on Lease</b>		<b>CCIC of India Ltd., PSU (Ministry of Textiles)</b>
--------------------------	---	--	---

**E-Tender for letting out Commercial/office space of CCIC on rent at Janpath, New Delhi**

1. Commercial/Office space:

Sl. No.	Location	Address	Area(approx.)	Remarks	EMD (Rs.)
1.	Janpath, New Delhi	Jawahar Vyapar Bhawan, Janpath, New Delhi	11500/- sq. ft. (to be taken on actual measurement basis).	Commercial/office Space in STC building.	1.00 lakhs



30.10.2018

## INSTRUCTIONS FOR TENDERERS

### 1. Request for Proposal (RFP)

CCIC invites E-tenders from **Govt. Parties/PSUs only** under two bid system (Technical Bid and Financial Bid) for letting out Commercial/Office Space situated at Janpath, New Delhi on rental basis.

Interested **Govt. Parties/PSUs only** may submit their bids online using e-Procurement portal of NIC ([eprocure.gov.in](http://eprocure.gov.in)) in the prescribed formats alongwith all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on 19.11.2018. The technical bids shall be opened on 20.11.2018 at 04.00 PM.

All details regarding the subject RFP are available on websites: [www.thecottage.in](http://www.thecottage.in), and [www.eprocure.gov.in/eprocure](http://www.eprocure.gov.in/eprocure). Any changes/modifications/corrigendum in connection with this RFP will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

### 2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this RFP shall be received only electronically through the e-Procurement Portal of NIC ([eprocure.gov.in](http://eprocure.gov.in)). **No bids shall be accepted in hard copy or in any other form. The supporting documents in respect of technical bid may be dropped in "offline Document box".**
- ii. For submission of e-bids, bidders are required to get themselves registered with [eprocure.gov.in](http://eprocure.gov.in) website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN No. & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate if any.

For any queries relating to the process of online bid submission or queries relating to CPP Portal ([eprocure.gov.in](http://eprocure.gov.in)), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.



### 3. Bid Security/EMD

- (a) All Bidders (except those exempted under (e) below) are requested to furnish Earnest Money Deposit of **Rs.1,00,000/-** (Rupees One Lakh only) by NEFT/RTGS mode only as per following bank details.

Name of Account holder : - Central Cottage Industries Corp. of India Ltd.

Account Number :-10185775245

IFSC Code :-SBIN0001639

Bank Name : - State Bank of India

Branch : - Chanderlok Bldg., Janpath, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of tender. EMD of the successful bidder shall be adjusted against security deposit.
- (e) Ministries/Govt. Bodies are exempted from payment of EMD. PSUs exempted by Govt. from payment of EMD are required to enclose the exemption certificate. In case the bidder is a Micro or Small Enterprise registered with District Industries Centres or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.

### 4. Eligibility Criteria (exempted in case of Govt. body/Ministry)

- (a) Technical Evaluation shall be made on the basis of the Documents called in the technical bid and bidding firm shall be going concern with average net profit (PAT) of last three years more than **Rs.2.00 Cr.**

(i) Net Profit for last 3 years:


1. 2015-16

2. 2016-17

3. 2017-18

Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)] copy of annual report.

- (b) Whether the Company is a compliant company under the Companies Act and other applicable Acts. (Declaration to be given by Company Secretary)
- (c) Has the Company defaulted in payment of its statutory dues at any point of time? (Declaration to be given by Company Secretary)
- (d) Names of Directors (as the case may be)
- (e) Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI?

Advt. CCIC/E-notice/2018	<b>E-Tender for Prime Commercial /Office space on Lease</b>		<b>CCIC of India Ltd., PSU</b> <b>(Ministry of Textiles)</b>
--------------------------	---	--	---


**5. Security Deposit**

Interest free security deposit equivalent to six month's rent, directly into CCIC's Bank Account **mentioned in clause No.03 (a) above** would be paid by the lessee before the date of handing over of the premises or execution of the lease deed whichever is earlier. The entire security deposit shall be refunded on expiry of the lease agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the lessee:-

**6. Bid Details**

Bidders are required to furnish their rates, strictly in the prescribed Financial Bid. Rates should be firmed and no escalation will be allowed during the period of contract.

\*\*\*\*\*

Advt. CCIC/E-notice/2018	E-Tender for Prime Commercial /Office space on Lease		<b>CCIC of India Ltd., PSU</b> <u>(Ministry of Textiles)</u>
--------------------------	--	--	---

**“Technical Bid”**

Senders name & address:

\_\_\_\_\_

\_\_\_\_\_

Dated : \_\_\_\_\_

The Additional General Manager (HR/A),  
 CCIC of India Ltd.  
 Jawahar Vyapar Bhawan  
 Janpath,  
**New Delhi-110001**

Sir,

**Technical Bid for taking Commercial/Office Space on lease basis at CCIC of India Ltd.  
 Janpath, New Delhi**

I/We refer to the advertisement released by CCIC in the press (ET & NBT) on 30.10.2018 and I/We/ the undersigned am/are submitting this online bid to take on lease, the above mentioned premises on the terms and conditions as mentioned in the online document as available on the website:

<https://www.thecottage.in> and <https://eprocure.gov.in/eprocure/app>

I / We are a bonafide user and require this for my/our own use or for the use of M/s. whom I/ We represent. The authority letter/ Power of Attorney from the agency, I/ We represent is submitted as a offline document in hard copy before the due date at the above address.


Signature of Authorized person as a token of acceptance of all the above conditions.



The details of the bidder are as under:

Sr. No.	Descriptions	Details (as applicable)
1.	Name of Company/Govt. Office/Bank/Ministry	
2.	Address	
3.	Contact Details (a) Name of the authorised person with contact no. (b) Telephone no. with STD code (c) Mobile No. (d) Fax No. (e) e-mail	
4.	PAN No. (enclose copy)	
5.	GST IN (enclosed copy)	
6.	Type of the bidder:  a. Indian Government Company (Central/State) or a Public Sector Undertaking or a Public sector Bank. b. Indian/ State Government Department or Ministry or Body.	
7.	Company Registration details: (enclose certificates):	
8.	Brief Activities of the bidder	
9.	<b>Eligibility Criteria (exempted in case of Govt. body/Ministry)</b> (Technical Evaluation shall be made on the basis of the Documents called in the technical bid and bidding firm shall be going concern with average net profit (PAT) of last three years more than <b>Rs.2.00 Cr</b> ).  (a) Net Profit for last 3 years: a) 2015-16 b) 2016-17 c) 2017-18 [Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)] copy of annual report.	
	(b) Whether the Company is a compliant company under the Companies Act and other applicable Acts. (Declaration to be given by Company Secretary)	
	(c) Has the Company defaulted in payment of its statutory dues at any point of time? (Declaration to be given by Company Secretary)	




Advt. CCIC/E-notice/2018	<b>E-Tender for Prime Commercial /Office space on Lease</b>		<b>CCIC of India Ltd., PSU (Ministry of Textiles)</b>
	(d) Names of Directors (as the case may be)		
	(e) Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI?		
10.	Validity of bid: Confirm validity of at least 120 days after date of opening of the technical bids.		
11.	Power of Attorney as the case may be (to be submitted)		
12.	a. Purpose of use of space b. Working hours/times c. Total numbers of persons to be deployed in area proposed (Approx.)		
13.	Any Other information or remarks which the bidder thinks is appropriate to disclose as per the transparency norms may be mentioned here.		
14.	<b><u>Earnest Money Deposit</u></b>  An Earnest Money Deposit of Rs.1,00,000/- (Rupees one lakh only) may directly <b>transferred through NEFT/RTGS mode only as per details given in tender.</b>	UTR No. _____ Date _____ Amt. _____ Bank _____	

**Undertaking by bidders:**

I/We understand that:

1. No financial indication for the premises has been given in the Technical Bid.
2. All payments would be made through electronically as per bank details mentioned in tender payable to “CCIC of India Ltd., New Delhi” in connection with the lease.
3. I / We am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
4. I / We confirm having fully inspected the property and photocopies of available documents and have made all enquiries from the Municipal and other local authorities concerned. Being satisfied with the enquiries I/We am /are making the bid and would not make any objection after submission of the bid.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned premises, Courts in New Delhi shall have exclusive jurisdiction.
6. I am / we are aware that this sub lease is subject to permission / N.O.C. or consent if any required to be obtained for the same from any other authorities or CCIC Board.
7. If at any time the performance in whole or in part by CCIC of any obligation of the terms and

<b>Advt. CCIC/E-notice/2018</b>	<b>E-Tender for Prime Commercial /Office space on Lease</b>		<b>CCIC of India Ltd., PSU (Ministry of Textiles)</b>
---------------------------------	---	--	---

conditions of this tender is prevented or delayed by (a) restriction on the lease of the property imposed by any statutory authority and / or by reason of any delay in obtaining requisite permission/N.O.C. from any authority and/or, the process gets terminated, I/We shall not have any claim for damages or any relief against CCIC in respect of the non-performance in this case.

8. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the lease agreement.
9. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
10. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT.

Name of the beneficiary : \_

Name of the Bank :

Place payable at :

Account Type (SB/CA etc.) :


Account No. : PAN No. :

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : \_\_\_\_\_

Name in BLOCK Letters:\_\_\_\_\_

Date:\_\_\_\_\_

Advt. CCIC/E-notice/2018	E-Tender for Prime Commercial /Office space on Lease		CCIC of India Ltd., PSU (Ministry of Textiles)
--------------------------	--	--	---

**“FINANCIAL BID”**

From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:

The Additional General Manager (HR/A),  
CCIC of India Ltd.  
Jawahar Vyapar Bhawan  
Janpath,  
**New Delhi-110001**

**Financial Bid for taking Commercial/Office Space on lease at CCIC of India Ltd., Janpath, New Delhi**

I/We refer to the advertisement released by CCIC in the press ( ET & NBT) on 30.10.2018 and the communication available on the website of <https://www.thecottage.in> and <https://eprocure.gov.in/eprocure> in and appearing for bidding purpose on: <https://eprocure.gov.in/eprocure>. for taking on lease Commercial/office space at CCIC of India Ltd. Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001 comprising of following:-

We have read the tender conditions in full, have visited the premises, seen/read all the relevant documents, made all the enquiries from all the relevant statutory authorities, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Sl. No.	Description	Area (approx.)	Rent per month (In Rs.)
1.	Jawahar Vyapar Bhawan Janpath, New Delhi	11500 sq. ft. (to be taken on actual measurement basis)	

Notes: We have not mentioned any figure anywhere outside this Financial Bid.

Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Signature of authorized person: \_\_\_\_\_  
 Organisation: \_\_\_\_\_  
 Place:  
 Date:

**GENERAL INSTRUCTIONS FOR THE BIDDERS**

1. **Last Date/Time of uploading of tender bids:** The last date of receipt of tender bids on portal is upto 3:00 pm on 19.11.2018. After this time, no bids can be uploaded. All parties are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
2. **Date of opening of Technical bids:** The tenders will be opened on portal on the next day i.e. 20.11.2018 at 4.00 PM.
3. The Bids should be submitted online in two parts, the **‘Technical Bid’ and ‘Financial Bid’**
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder’s representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. Name and address for the submission of the offline documents (documents in hardcopy): The documents should be addressed to **“Shri Navin Kumar Yadav, Additional General Manager (HR / Admn.), CCIC of India Ltd. Jawahar Vyapar Bhawan, Janpath New Delhi-110001”** and deposited in the specified, " Offline Documents Box" at this address by the due date and time of submission in a sealed envelope. Envelope containing the documents must be superscribed as **"Offline Documents for taking Commercial Space on lease."**
7. 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 CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Conditions for offline documents sent by post / courier:** The offline documents may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the documents sent by post, failing which the tender may be treated invalid:
  - i. Offline Documents should be preferably sent by Speed Post or Registered Post or by depositing in the "Offline Documents Box" only.
  - ii. Acknowledgement will be given to Department of Post only for documents sent by Speed Post and Registered Post.
  - iii. CCIC takes no responsibility for any documents not submitted in time.
  - iv. CCIC takes no responsibility for any off line documents not reaching at all.
  - v. CCIC takes no responsibility for off line documents received in torn, opened or mutilated conditions. Such documents may not be accepted at all and are liable for rejection.



- vi. In case of offline documents received in proper condition by CCIC, the role of CCIC is limited and restricted to putting the same in the appropriate "Offline Documents Box" if the aforesaid documents are received in time as stipulated in the conditions laid out.
- vii. It is, therefore, advised that prospective bidders should deposit the offline documents directly in the "Offline Documents Box" to avoid any delay in submission or to avoid any tearing / accidental opening during sending by post.
- viii. Envelope containing offline documents should be superscribed as advised above. Envelopes, which are not superscribed, or not addressed may not be considered.
- ix. Envelopes, which are not addressed properly, may not be considered.

#### 9. **Caution**

This is to be remembered that this is an e-tender and any tender document like bid, etc. if physically deposited in the "Offline Documents Box" would not be considered. The bid would be only considered when it is e tendered. The physical offline documents are the supporting documents which cannot be uploaded and therefore be deposited in the "Offline Documents Box", however, in no case should the bid per se may be deposited in the tender box.

10. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the tender.
11. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
12. The lease rental figure / amount shall be quoted in the financial bid only and not in the Technical Bid.
13. No lease rental figure/ amount shall be quoted in the supporting Offline Documents which are to be deposited in hard copy.
14. In the offline documents all the over writings should be duly authenticated by signing beside such over writings. Any cutting made while filling in the forms would have to be authenticated by signing beside such cuttings, failing which the proposal is liable to be rejected.
15. Interpretation and decision by CCIC on the terms of the tender will be final and binding.
16. CCIC reserves the right to decide not to lease or to lease only a part of the premises or to decide on the floor combinations or to change the date of start of lease or to reject any or all offers, without assigning any reason.



17. All the conditions of the tender will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. **The process**
- The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
  - A constituted Committee of the officials of CCIC would be formed for opening of the bids.
  - The bid would be opened in presence of intending bidders who may like to be present.
  - The Financial Bid will not be opened on the day of opening of Technical Bids.
  - After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
  - The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
  - Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/tender>. The bidders are advised to regularly visit the aforesaid website.
  - The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- tenders.
  - It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
  - Based on the rental quoted in the bids, the comparative statement of bids would be prepared.
  - H-1 party shall be considered for awarding the lease of the premises.

20. **Pre-Bid meeting and assistance for e- tendering**

A pre-bid meeting shall be held on **12.11.2018** (if it happens to be a holiday in CCIC then on next working day) at 3.00 P.M. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

21. **Inspection:**

The premises shall be offered on "**as is where is and whatever there is**" basis. The lessee is expected to have inspected the premises and acquaint himself with the security, parking and other services of the premises as per the details specified on page number 3. Shri Manish Singh, Asstt. Manager (Pers) Tel No. 01123310804 may be contacted during office time 10.00 AM to 05.00 PM for facilitating the inspection.

22. **Usage**

- The use of the premises would be for office / showroom use only.
- The lessee will not be permitted to use the said premises in such a way which in the opinion of CCIC may cause prejudice, nuisance, annoyance or inconvenience to CCIC 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 CCIC 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 employees or anybody under his control anything whereby the policy/ policies of insurance taken by CCIC 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 CCIC. CCIC 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 CCIC will be final in this regard.
- viii. The lessee shall be bound by the rules and regulations prepared by CCIC for day-to-day administration and will provide the same to lessee for compliance. Lessee shall co-operate with CCIC for smooth running of the affairs at the premises.

### 23. Working hours

- I. The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.
- II. The standard working hours could be between 9.00 AM to 8.00 PM for all the occupants for 5 or 6 working days. These are essentially the hours wherein the office is opened, cleaned etc. and made ready for use by the officials/ staff of the lessee.
- III. For any additional working hour/ day, the lessee shall inform CCIC well in advance to facilitate availability of utility services and the onus of permission (if any) required from any statutory authority would be on the lessee.
- IV. If due to these additional working hour(s) or day(s) or due to any specific permission whatever additional expenses are incurred then the entire additional expenses due to this extra working would be borne by the lessee or shall be proportionately allocated among the number of Lessee using the office, simultaneously, if applicable, for the same period.
- V. The entire expenses of running the building will be passed to be borne by the lessees on proportionate usage basis. CCIC shall not bear any such expenses by whatsoever name called.
- VI. The charges arrived as above would amount to the payment towards the actual variable expenses.

24. Display of signage: The place for display of the name of the lessee would be indicated by CCIC. Other than this no part of the building (including terrace) except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

### 25. Lease Deed

- I. The lease deed would be prepared by CCIC with the consent of CCIC which would be final and binding.
- II. The lease shall be executed within a period of maximum 4 weeks from the date of



notification of selection of lessee. CCIC shall execute the Lease deed in favour of the prospective lessee and shall simultaneously therewith hand over possession of the said premises. All the legal formalities shall be completed by the respective parties before the date of execution of lease deed.

III. The signing of the deed would be arranged between CCIC and the lessee by CCIC.

**26. Lease term, Lock in period, Escalation:**

- a. The lease deed will have a fixed lease term of 3 years.
- b. The lessor and the lessee, in case they mutually decide, may extend the lease term by another (03) three years.
- c. The lease term would commence and rent will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable upto termination of agreement or handing over the premises back to lessor whichever is later. The date of start of lease term will be communicated to the prospective lessee.
- d. The minimum lock in period for the lease would be at least 12 months. An undertaking will be taken from the lessee that they will honour this commitment with a binding clause in the agreement.
- e. It is clarified that only the basic quoted rent will increase through escalation of 10% every year on rental of immediately preceding previous year.
- f. The lessee shall submit Post dated cheques for monthly rental and CMC for the entire duration of three year before taking possession. The GST on rent and maintenance charges shall be payable as per rules by the lessee.

**27. Stamp duty and Registration charges:**

The stamp-duty and registration charges payable in respect of the lease agreement would be borne equally between the Lessor and Lessee, i.e., the bidder and CCIC.

**28. Outgoings and charges to be borne by the lessee:**

**A) Property Tax and Ground Rent:**

- i. The lessee will be liable to property tax and Ground Tax on prorata basis for the area being let-out and for the period of their tenancy.
- ii. If at any time during the lease term, the Lessor has to pay any additional/ new or increased taxes, charges, Cess, levies, GST 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.





iii. It is to be clarified that for any expenses on the leased out area CCIC will remain as a pass through entity without entertaining any expenditure on its part and that the lessee will be liable to pay the lease rent as agreed after the bids and the actual expenses incurred by CCIC during the term of the lease as per the terms and conditions of this tender.

**B) Electricity and Water Charges:** Electricity and for supply of water for the said premises an amount which bears to the total amount for electricity power and water consumed in the said building the same proportion as the area of the said premises bears to the area of the whole of the said building. The lessee shall be required to pay the electricity and water charges consumption within 7 days of raising the demand in this regard.

**C) Common Maintenance Charges :** The lessee shall be required to pay Common Maintenance Charges at the rate Rs.40/- per sq.ft. towards maintenance of power backup, HVAC system, fire fighting system, sanitation and security services, etc.

**29. Payment terms for all outgoings:**

- a. 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 agreement whichever is earlier and would be payable for a period upto termination of agreement or handing over the premises back to lessor, whichever is later.
- b. All the outgoings being variable in nature will be calculated at actual based on proportionate usage and the decision of CCIC will be final and binding on the lessee. The actual amount as per bills / claim raised by CCIC has to be reimbursed within 10 days of receipt of bill by Lessee.
- c. 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 14.5% (quarterly 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 right to terminate the lease and lessee would have to vacate the premises within one month from receipt of such notice of termination from lessor.
- d. Any adjustment payment/ entries for a particular financial year would be done by CCIC through additional bills, in the next financial year.

**30. Structural and external maintenance:**

- a. The structural maintenance would be on account of CCIC.
- b. CCIC shall carry out all structural repairs to the said premises that may be necessary but beyond that will not undertake any further liability for keeping the said premises wind and water tight and shall not be responsible for any damage done by fire, tempest or leakage or rain or for any shortage or stoppage of water for any purpose or break down of any system or non working of any of the electric or electro-mechanical installations, which will be a part of maintenance expenses.



- c. 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 and fans 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.
- d. The external maintenance would be on account of CCIC, including external painting /cleaning. The quality / periodicity of the same would be decided by CCIC.

31. **Internal repairs and maintenance:**

Any repairs inside the premises would be carried out by the lessee provided that they shall give one week advance notice in writing to the lessor before carrying out the repair works. Such repairs to include replacing and reinstating floorings, partitions/ partition walls, ceiling, doors, windows, door and window shutters panes, flushing tanks and water closet and wash basins, locks and keys, 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 provided that the lessee shall give one week advance notice in writing to the lessor before carrying out repair works. Day to day cleaning and maintenance of space/ floor occupied by the lessee shall also be carried out by the lessee at his own cost and expenses. The permission if any, from Statutory Authorities for all this work would be the responsibility of the lessee.

32. **Interiors / furnishing/ fixed items already provided:**

- a. The inventory list will be given by CCIC for each floor.
- b. The lessee will have the liberty to carry out interiors and furnishing works at their own cost with prior permission of CCIC.
- c. The lessee will have the liberty to install necessary office equipments and power lines for their functioning at their own cost.
- d. Modifications in the air-conditioning ducts will not be allowed. However for installation of extra air conditioners the lessee shall seek prior permission of CCIC.
- e. All fixtures/ furniture, if any, to be returned in the same condition except reasonable wear and tear after the lease is over.

33. **Installed electricity capacity**

- a. Available – The details of the availability could be seen during inspection.



- b. Since there is adequate power load available for office purpose no additional power would be allowed. In case, CCIC feels genuineness of the requirement of additional electricity based on the request of the lessee, then CCIC may submit request for additional power. The entire procurement of the additional power will be at the cost of the lessee.

34. **Insurance**

While the premises shall be insured by CCIC, the lessee shall take the necessary insurance policies for its belongings / staff on its own cost.

35. **Permission to inspect:**

The lessee would always permit the Lessor or any persons deputed by the Lessor or all persons authorized by the Lessor, at all reasonable hours during day time, after twenty four hours notice in writing to the lessee, to enter upon the said premises for inspecting the works and things as may be required to be done for any repairs, alterations or improvements, and to give written notice of all needed repairs.

36. **SECURITY OF THE PREMISES**

The lessee shall have to observe the instructions about security of the premises issued by Government, Delhi Police, CCIC & STC and shall have to observe security protocol as laid down by STC /CCIC.

37. **Vacation:**

- a. In case the said premises or any part thereof at any time during the term hereby created, be destroyed or damaged by fire, acts of God, riot and civil commotion, enemy action, and such like causes not within the control of CCIC so as to be wholly or partially unfit for the use of the lessee then the lease shall come to an end and the lessee shall vacate the whole premises on payment of the proportionate rent and outgoings upto the date of vacation.
- b. If the lessee during the said term without the previous consent in writing of CCIC shall vacate or depart from the said premises without having made adequate provision for the payment of the rent and the observance and performance of CCIC's condition herein contained, it shall be lawful for CCIC to take possession of the said premises without in any manner prejudicing the rights of CCIC under this lease and without subjecting it to any action for trespass or making it otherwise liable for so doing.
- c. **CCIC to have absolute rights:** It is clarified that CCIC has the absolute rights over the property and the decision of CCIC on various lease matters would be conclusive and binding. It shall be lawful for CCIC to re-let the said premises in part or in whole at any rent, which it may obtain after the termination of lease or determination of lease by efflux of time or in the event of any default by the lessee or in the event of vacation by lessee etc.

**38. Termination:**

- a. In case of termination of this lease agreement and / or vacation of the premises by the lessee for any reason, the lessee shall hand over peaceful and clean possession of the premises to the lessor only.
- b. The Lessor/ Lessee shall have the right to terminate the lease at any point of time during the Lease period, by giving a written notice of three months in advance subject to the condition of lock in period.

**39. Essence of contract:**

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

**40. Indemnity**

The Lessee shall indemnify and hold harmless CCIC from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Lessee or any act or omissions of the Lessee, its representative or its employees and agents 2. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to: a) Sickness, disease or death of, or injury to any person; b) Loss of, or damage to, or destruction of any property;

**41. GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all Disputes arising under or in connection with the Agreement.

**42. DISPUTE RESOLUTION**

- i. If any disagreement arises out of or in connection with the validity, application or interpretation of the Agreement (the "Dispute"), the Parties shall endeavour in good faith to resolve the Dispute through negotiation within 7 (seven) days of a written notice setting out the nature of such Dispute. In the event that any Dispute is unable to be resolved between the Parties pursuant to this Clause within 21 (twenty-one) days of receipt of the notice under this Clause, then such Dispute shall be referred to arbitration.

The arbitration will be conducted as per the Indian Arbitration Act, 1996 and its amendments. The arbitral tribunal shall comprise of a sole arbitrator who shall be appointed by CCIC. The place of arbitration shall be Delhi.

Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award.



While any Dispute under this Agreement is pending; and except where this Agreement has been terminated in accordance with the terms of this Agreement, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.

- ii. Settlement of dispute between Govt. Dept./ Public Sector Undertaking: If the Lessee is a PSU or Enterprise or is a Govt. Department, any disputes or differences between the Lessee and CCIC hereto, in suppression of the provisions of Arbitration in the clauses above, the Permanent Machinery of Arbitration as per applicable DPE Guidelines shall be invoked. The Arbitration Act shall not be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.
- iii. Notwithstanding the pending settlement of dispute, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.

\*\*\*\*\*