



OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005

Website: www.gmda.assam.gov.in

E-mail: ceogmdaghy@gmail.com

Tel: 0361-2529650/9824

Fax: 0361-2529991

No: GMDA/GEN/84/2019/Part-VI/9

Dated: 23/11/2020

NOTICE INVITING TENDER (E-tender)

**TENDER NOTICE FOR LEASING OF THIRD & FIFTH FLOOR SPACE AT
ROPEWAY TERMINAL BUILDING AT PANBAZAR GUWAHATI**

Guwahati Metropolitan Development Authority (GMDA) invites tender under two bid system (Technical Bid and Financial Bid) from interested bidders for leasing of third & fifth floor space at Ropeway terminal building at Panbazar Guwahati.

The detailed tender documents can be downloaded from the e-procurement portal <https://assamtenders.gov.in>. Interested bidders are required to create their own user ID & password in the e-tendering portal.

Downloading of Bid : Starting from **26/11/2020**

Last date of submission of Bid: **15/12/2020** upto 2:00 PM

Authority reserves the right to make the changes to the terms of RFP documents and reject any or all offers without assigning any reason thereof. Any revisions, clarifications, corrigenda, addenda, time extensions etc. to this tender will be posted on the e-tender website only.

Sd/-

(Umananda Doley, IAS)

Chief Executive Officer

Guwahati Metropolitan Dev. Authority

**OFFICE OF THE
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
BHANGAGARH: GUWAHATI-5.**

INVITATION FOR BID

1. Guwahati Metropolitan Development Authority (GMDA) invites tender under two bid system (Technical Bid and Financial Bid) from interested bidders for leasing of third & fifth floor space at Ropeway terminal building at Panbazar Guwahati.

E- TENDER NO.	GMDA/GEN/84/2019/Pt-VI/9 Dated: 23/11/2020
E-PROCUREMENT PORTAL	https://assamtenders.gov.in .
LOCATION OF PREMISE	THIRD & FIFTH FLOOR SPACE AT ROPEWAY TERMINAL BUILDING AT PANBAZAR GUWAHATI
DOWNLOADING OF DOCUMENTS	From : 26/11/2020
LAST DATE AND TIME FOR SUBMISSION OF FINANCIAL BID	15/12/2020 upto 14:00 hrs
OPENING OF TECHNICAL BID	15/12/2020 at 15:00 hrs
OPENING OF FINANCIAL BID	The qualified bidders will be informed through e-procurement portal
PLACE OF SUBMISSION OF BIDS AND DOCUMENTS	Chief Executive Officer Guwahati Metropolitan Dev. Authority, Bhangagarh, Guwahati-781005, Assam , India
AMOUNT OF TENDER FEE	Rs.10,000/- (Rupees Ten Thousand Only) payable in the form of by Demand Draft in favour of “ Chief Executive Officer, ” payable at Guwahati
BID VALIDITY	180 days from last date of online submission of Bid.
EMD/BID SECURITY DEPOSIT	For 3 rd Floor: Rs 10,00,000.00 (Rupees Ten Lakh) Only For 5 th Floor: Rs 12,00,000.00 (Rupees Twelve Lakh) Only
SUBMISSION OF TENDER FEE, BID SECURITY, LETTERS COMPRISING BIDS AND SUPPORTING DOCUMENTS	Scan copy of documents evidencing the payment of tender fee and bid security shall be submitted by uploading through online. The original documents for the payment of tender fee and bid security shall be submitted to the office before closing date. The bidders are required to submit the bids through online and a Technical bid hard copy to the office before due date.
SUBMISSION OF FINANCIAL BID	The Financial Bid shall be submitted in electronic format on the e- procurement portal https://assamtenders.gov.in only. Financial bid will not be accepted in physical form.
LEASE PERIOD AND LOCK IN PERIOD OF PREMISE	3 years and the lock in period shall be 1 Year. (12 months)

2. GENERAL INSTRUCTIONS

- (a) The Tender Fee is non- refundable. The EMD/ Bid Security shall be accepted only in the form as specified in bid document.
- (b) Any queries and clarifications sought by bidder may be sent to the office of the undersigned or through mail at ceogmdaghy@gmail.com latest by 7/12/2020. No queries shall be entertained thereafter.
- (c) The bids shall be valid for 180 days from the last date of submission of bid. In exceptional circumstances, prior to expiry of the Bid validity period, GMDA may request the bidders to extend such validity period for a specified additional period by issuing the Addendum to this RFP.
- (d) Bids/ Proposals without Tender Fee, Bid Security and which do not fulfill all or any of the conditions or those submitted incomplete, in any respect shall not be considered.
- (e) Bidders should have the requisite licenses from the concerned department/agency like Food Safety, Trade license and others for use of the floors.
- (f) There is flooring, false ceiling, and minimal lighting available in the floor and other requirements shall complete by the lessee at his/its own cost and expenses. The bidders are requested to visit the site before submission of his offer.
- (g) Financial bid shall be submitted by the bidder directly through online as per the details provided on the e-procurement portal <https://assamtenders.gov.in>. The successful bidder will be the highest quoted base price bidder.
- (h) Conditional tenders will not be accepted. The bidders are advised to read carefully the instructions and eligibility criteria contained in the bid/ tender document.
- (i) In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time.
- (j) Any revision, clarifications, corrigendum addenda, time extensions etc. to this tender will be posted on the website only. Bidders should regularly visit the website to keep themselves updated.
- (k) The Bid may be cancelled by the authority without assigning any reason. The bidders have no claim on the bid process on cancellation. In case of cancellation the security money shall be returned.

Sd/
(Umananda Doley, IAS)
Chief Executive Officer
Guwahati Metropolitan Dev. Authority

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 GMDA 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 GMDA 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 GMDA in relation to the bidding of premises on leasehold basis at the site of Guwahati Ropeway 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 GMDA, 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. GMDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

GMDA, 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 bidding process.

GMDA 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. GMDA 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 GMDA is bound to select or to appoint the Preferred Bidder/ Applicant, as the case may be, for the portion of the floors and GMDA reserves the right to reject all or any of the Bid 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 GMDA 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 GMDA 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 bid process.

INSTRUCTION TO BIDDER/ APPLICANT/S

1. GMDA has adopted e-tender 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. Introduction:
 - a. GMDA has constructed a 5 storied terminal building at Panbazar, Guwahati, Assam for Guwahati Ropeway known as “Ropeway Terminal Building”. The land is provided by Assam Govt. for Ropeway Construction. The ground, first and fourth floor is used for Ropeway operational purpose.
 - b. GMDA offering space/ premise at **Third Floor and Fifth Floor** on 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 flooring, false ceiling, and minimal lighting available in the floor and other requirements shall complete by the lessee at his/its own cost and expenses.
 - c. The authority reserves the right to lease out all other spaces in the Ropeway terminal building/complex for further restaurants/shops/offices.
 - d. **Price Bid:** The Price Bid shall be submitted as per format **Annexure-B**.
 - e. **Lease Deed:** The Lease Deed shall be executed as per the specimen enclosed in **Annexure-D** hereto.

3. FLOOR area:

The floor area of each floor is approx. 1600 Sqft inclusive of common area. The drawing attached as Annexure-C.

- a. **Parking:** 2 open parking spaces shall be provided for each floor. The visitor parking shall be on payment basis as per rate finalized by GMDA.
- b. **Site:** Panbazar, Guwahati, Mouza: Sadar and District Kamrup (Metro), Assam, India;
- c. **Minimum/ Base Amount of Monthly Lease Rent :**

Rs.125/- (INR hundred twenty five Only) per Sq. Ft. per month

Note:

The Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of Lease Rent in the multiples of Re.1/- (INR One Only); the price quoted by the Bidder/ Applicant/s below then the minimum price shall be rejected automatically.

- d. **Permissible Use of Premises:**

Fifth floor: For restaurant only.

Third Floor: Office use shops/restaurants/. Office use for information technology companies, PSU/corporate companies, airlines, banks shall be given

- e. For restaurants preference will be given to bidders those who have MoU for running of branded food chain like KFC, Burger king, Subway, Pizza Hut, Haldiram, Bikanervala etc.
- f. Note: *The selected bidder (i.e. lessee) shall be entitled/ permitted to use the selected Premise only for the purpose for which he/it has submitted it Proposal.*
- g. **Lock** – in period : 1 years (12 months)
- i. **Lease Period:** Initially for 3 (three) years from the date of execution of Lease Deed and which may be extended by the parties on mutual terms and conditions.
- j. **Lease Rent:** The Lease Rent with applicable Goods and Services Tax (GST) is the consideration excluding outgoings/ charges to be borne by the lessee. Lease Rent excludes separately payable items such as maintenance charges with GST, 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, any other tax by whichever name called, payable to any Government or Authority or Body as also any additional or increased taxes, charges, or levies imposed by any Government or any local authority in respect of the premise.
- k. **Maintenance Charges:** @ Rs.25 /- per sq. fts. of premise per month excluding GST. (Applicable GST is to be paid by lessee)
- l. **Lease Deed:** The Lease Deed shall be executed as per the specimen enclosed in **Annexure-D** hereto.

4. Eligible Bidders

- (a) The Bidder is 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 GMDA.
- (d) Bidders should have the valid requisite licenses from the concerned department/agency like Food Safety, Trade license and others for use of the floors.
- (e) Financial:
 - a. The Bidder should have positive net worth. This shall be certified by the Statutory Auditors or Chartered Accountant.
 - b. The bidder should have average annual turnover of minimum **Rs.10.00 Crores** 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. 10,000/-** by Demand Draft in favour of “CEO, GMDA payable at Guwahati.

- (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, two EMD’s as under:
- For the entire 5th floor (proposed use is restaurant) - **Rs.12,00,000/-** (INR. Twelve lakh Only)
 - For 3rd floor **Rs. 10,00,000/-** (INR. Ten lakh Only)

The Bidder/ Applicant/s will have to provide the EMD by way of Demand Draft in favour of CEO, GMDA payable at Guwahati.

- b. EMD shall be in INR (Indian Rupee) only from the Bidders.
- c. The EMD of unsuccessful Bidder/ Applicant/s will be returned by GMDA, without any interest within 15 days of settlement of the bid process.
- d. The Preferred Bidder’s Bid Security will be converted into interest free Security Deposit. GMDA shall be entitled to forfeit and appropriate the EMD against compensation / damages to GMDA in the event of default/ damages made by the Bidder/ Applicant/s.

7. Submission of Bids/ Proposals

- (a) The bidders are required to submit Letter comprising the Bid as mentioned in Annexure-“A” along with copy of RFP (including addendum if any) duly signed, on each and every page by the bidder and all supporting documents through e-tender portal. The bidders are also suggested to deposit one hard copy of the technical bid containing bid security and tender fee (original) in person or by courier/ speed post/ registered post only. Tender fee & Bid security if not deposited prior to the opening of the technical bid, the bid shall be considered as non-responsive and technically disqualified.
- (b) GMDA shall not be responsible for any delay in receipt of the bid documents clearly marked as “TENDER FOR LEASING OF THIRD & FIFTH FLOOR SPACE AT ROPEWAY TERMINAL BULDING AT PANBAZAR GUWAHATI” shall be written in BOLD letters on the outermost envelope for Bid submission.
- (c) The full name and address of the Bidder shall be written on the bottom left hand corner.
- (d) No bid shall be accepted after due date and time.
- (e) In the event of the specified date for submission being declared as holiday for GMDA the bids shall be received by the Lessor at the appointed time and location on the next working day.

8. Opening of Bid

- (a) GMDA 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 GMDA's requirements.
- (b) GMDA will prepare, for their own records minutes of the proceeding of Bid opening.
- (c) To assist in the examination and evaluation, GMDA 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) GMDA 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 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) The Bids/ Proposals which meets the evaluation criteria in terms of this RFP, shall be qualified for financial bid. The shortlisted bidders will be informed for the date and time for opening of financial bid.
- (f) The decision regarding qualification/ disqualification of the Bidders shall lie with GMDA and shall be final and binding on the bidders.

9. Any addendum shall be uploaded in the e-procurement portal only. Bidders are requested to regularly check the website. The addendum issued will be deemed to form part of the bidding documents;

10. The Bidder/ Applicant/s are encouraged to submit their respective Bids after visiting the plot 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;

- 11.** Once submitted, the bidder/applicant can not 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.
- 12.** 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. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDA relating to any of the matters referred herein;
 - c. agreed to be bound by the terms and undertakings provided by it under and in terms hereof;
 - d. satisfied itself about all matters, things and information including matters referred herein necessary for obtaining lease of the space and performance of all of its obligations relating thereto; and
 - e. 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 GMDA, or a ground for termination of the lease.
- 13.** 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 GMDA will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
- 14.** GMDA 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 bidding process, including any error or mistake therein or in any information or data given by GMDA;
- 15.** Notwithstanding anything contained in this RFP, GMDA reserves the right to accept or reject any Bid and to annul the bidding 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 GMDA rejects or annuls all the Bids, it may, in its discretion, invite all Bidder/ Applicant/s to submit fresh bids hereunder;
- 16.** GMDA 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 submitted and the Preferred Bidder gets disqualified / rejected, then GMDA 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 GMDA.

17. GMDA 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 GMDA to undertake such verification shall not relieve the Bidder/ Applicant/s of its obligations or liabilities hereunder nor will it affect any rights of GMDA there under;
18. The Bid and all related correspondence and documents in relation to the bidding 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.
19. The Bidder/ Applicant/s shall provide all the information sought under this RFP. GMDA 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;
20. Interpretation and decision by GMDA on the terms of the tender will be final and binding. GMDA 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. All the conditions of the tender and the advertisement in the press will form a part of the agreement.
21. All documents and other information supplied by GMDA or submitted by a Bidder/ Applicant/s to GMDA shall remain or become the property of GMDA. 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.
22. GMDA shall not entertain any correspondence with any Bidder/ Applicant/s in relation to the acceptance or rejection of any Bid.
23. To facilitate evaluation of Bids, GMDA 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 GMDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing and through email only.
24. In submitting a proposal, Bidder/ Applicant/s understands that GMDA 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. GMDA 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, GMDA reserves the right to add or waive any requirements contained in this

- RFP at its sole discretion with regard to proposals submitted. GMDA decision on award of premise on lease to the Preferred Bidder/ Applicant/shall be final and binding on all the Bidder/ Applicant/s.
- 25.** The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to GMDA under the bidding documents and/ or under the Lease Deed or otherwise, under the following conditions:
- a. If a Bidder/ Applicant/s withdraws its bid after selection as the Preferred Bidder
 - b. 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.
- 26.** Any information contained in the Bid shall not in any way be construed as binding on GMDA, 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;
- 27.** If any information furnished by the Bidder/ Applicant/s is found to be incomplete, or contained in formats other than those specified herein, GMDA may, in its sole discretion, exclude such Bidder/ Applicant/s from bidding.
- 28.** If for any reason, whatsoever, attributable to GMDA, the lease deed can not be entered into, GMDA shall reserve the right to annul the tendering process and return the Bid Security to the respective bidder(s). In such an event, GMDA 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.
- 29.** The bids shall be valid for acceptance for a period of 180 (one hundred eighty) 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 GMDA accepts the bid(s) before the expiry of validity period. However, in case, GMDA 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 GMDA.

30. In case the Bidder withdraws his/its bid at any time during the validity period, his/its total Bid Security shall be forfeited.

31. **General Conditions:**

- a) The bidder should pay the payments as below:
 - (i) The Bid Security Deposit shall be converted as security deposit;
 - (ii) **Lease Rent for 1 (one)year** (with GST) within 15 days of the LOA;
 - (iii) 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 (in the standard format as per the specimen enclosed in **Annexure-D** hereto) with GMDA and the same shall be registered with the concerned Sub-Registrar of Assurances. The original Deed shall be retained with GMDA and certified copy shall be handed over to the Preferred Bidder/ lessee;
 - (iv) The Lessee shall bear stamp duty, registration fees and other related charges exclusively.
 - (v) All other payments, cost, charges etc. related to use of the premises shall be paid by the Lessee.
 - (vi) All other payments shall be made as per the terms of the Lease Deed.
 - (vii) The lease rent and maintenance charges shall be increased/ escalated every year @5% of previous year lease rent and maintenance charge.
 - (viii) The monthly lease rent and maintenance charges shall be paid by the lessee as per the instructions of GMDA.
- b) Bidding shall be governed by applicable laws of India.
- c) 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 bidding, GMDA reserve the right for cancelling / taking back the space / plot including the forfeiture of the payment made from time to time.

32. Selection of Bidder:

- a. The Bidder/ Applicant /successfully qualified in the evaluation of his/ its bid and is submitting highest amount of Lease Rent for obtaining the premise on leasehold basis shall be selected as the Preferred Bidder for the purpose of this RFP (the “**Preferred Bidder**”);
- b. After selection of the Preferred Bidder, a LOI shall be issued by GMDA to the Preferred Bidder and the Preferred Bidder shall,

within 15 days of the receipt of the LOI, shall submit the LOA and the lease rent as specified to facilitate the signing of the Lease agreement. In the event the LOA duly signed by the Preferred Bidder is not received by the stipulated date, GMDA 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 GMDA 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;

33. 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 leasehold 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.
34. The leasehold rights on the premises will be granted in accordance with the terms and conditions contained under the specimen draft Lease Deed specified in the **Annexure-D** hereto and the lessee shall adhere with the terms and conditions contained therein.
35. The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati, Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.
36. GMDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the bidding process and/or amend and/or supplement the bidding 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 GMDA 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.

37. Other Lease Details

1. Uses of Premises

- i. The use of the premises as specified.
- ii. The lessee will not be permitted to use the said premises in such a way which in the opinion of GMDA may cause prejudice, nuisance, annoyance or inconvenience to GMDA 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 GMDA 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 GMDA 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 GMDA. GMDA 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 GMDA will be final in this regard.
- viii. The lessee shall be bound by the rules and regulations prepared by GMDA for day-to-day administration and will provide the same to lessee for compliance. Lessee shall co-operate with GMDA for smooth running of the affairs at the premises.
- ix. The place for display of the name of the lessee would be indicated by GMDA. Other than this no part of the building (including terrace) except as specified by GMDA 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.

2. Lease term, Lock in period, Escalation, Maintenance 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 – D** hereto.

3. 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.

4. Outgoings and charges to be borne by the lessee:

- (i) The maintenance charges with applicable GST paid by the lessee to the lessor shall cover common electricity, security of the building, cleaning of the common area, basement, staircases, maintenance of lifts and fire equipments.
- (ii) No extra payment will be demanded from the lessee for common facilities to be provided in the building viz. cleaning, annual maintenance of fire- fighting systems, repairs, cleaning, security, and other services.
- (iii) Internal repairs of the floor/ premises shall be carried out by the lessee at his/ its cost and expenses.
- (iv) The existing or the future taxes and outgoings including any increases (by whatever name it may be called) would be borne by prospective lessee as per actual calculated by GMDA. The reimbursement to GMDA would be made by the lessee.
- (v) 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.
- (vi) Actual consumable charges for the area given on lease 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, GMDA 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.
- (vii) 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 upto termination of deed or handing over the premises back to lessor, whichever is later.

- (viii) All the outgoings being variable in nature will be calculated at actual based on proportionate usage and the decision of GMDA will be final and binding on the lessee. The actual amount as per bills / claim raised by GMDA has to be reimbursed within 10 days of receipt of bill by Lessee.
- (ix) 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 18 % (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 one month from receipt of such notice of termination from lessor.
- (x) Any adjustment payment/ entries for a particular financial year would be done by GMDA through additional bills, in the next financial year.

5. Structural maintenance:

- (i) The structural maintenance would be on account of GMDA.
- (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.

6. 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.

7. 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 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 GMDA.

8. Force Majeure:

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, lightening, 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 rent 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.

Neither party shall be liable for poor sale or in performing obligations if the failure is due to any of the force majeure or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such failure.

ANNEXURE-A

**TENDER FOR LEASING OF THIRD & FIFTH FLOOR SPACE AT ROPEWAY
TERMINAL BUILDING AT PANBAZAR GUWAHATI**

(Entire 3rd & 5th floor as applicable)

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

Public Limited Co.....	()
Private Limited Co.....	()
Joint Venture.....	()
Limited Liability Partnership.....	()
Partnership Firm.....	()
Co-Operative House Society.....	()
Individual/others.....	()

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:-
 - A. Office-----
 - B. Mobile No.-----
 - C. E-mail Address-----

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/joint venture/partnership firm, the bidder should have the Power of Attorney/ Board Resolution/ Letter of Authority to participate in the bidding process.

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

Name of Power of Attorney Holder	Detail and address of the service / business.

B. In case of Individuals:-

Name	Detail and address of the service / business.

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

Name of Power of Attorney Holder/ Authorized Person	Detail and address of the service / business.

Scan & Upload the Power of Attorney/ Board Resolution/ Letter of Authority. You are also requested to submit the original to GMDA office.

9. Minimum Base Price of Monthly Lease Rent –

Minimum/ Base Amount of Monthly Lease Rent for whole floor	Rs.150/- (INR hundred Fifty only) per Sq. Ft. per month
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The price quote will be incremental/ multiple of Re.1/- only. No amount will be given in fraction.

10. 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 Fee : Rs 10,000/- by way of demand draft payable in favour of CEO, GMDA payable at Guwahati.

Earnest Money Deposit:

For the 5th floor : (Rs.12,00,000/- (INR. Twelve lakh Only)

For the 3rd floor : (Rs.10,00,000/- (INR. Ten lakh Only)

11. I/ We acknowledge the right of GMDA 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.
12. 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.
13. I/ We have duly enclosed the power of attorney/ board resolution/ letter of authority for signing of Bid/ Proposal.
14. I/ We am/ are unconditionally and irrevocably agreeing and undertake to abide by all the terms and conditions of the RFP document.
15. I/ We shall keep this offer valid for 180 (one hundred eighty) days from the Bid due date specified in the RFP.
16. I/ We am/ are eligible as per the terms of eligibility criteria mentioned in clause 4 of the RFP document.
17. I/We have submitted all the documents / papers as per the details mentioned in clause 8 of the RFP document and the manner prescribed therein.
18. I/ we hereby agree that:
- I/we, having examined the RFP document and understood its contents, hereby submit my/our bid for the aforesaid 3rd and 5th floor. The bid is unconditional and unqualified;
 - I/ we acknowledge that GMDA 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;

19. 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 rent of the plot.
20. I/we have read, understood, agreed and undertake to abide by all the conditions contained under the RFP including annexure annexed therewith.

Yours faithfully,

(Signature, name, designation and seal of the Bidder/ Applicant/s) (Name of the Bidder/ Applicant/s)

Date:

Annexure-B

FINANCIAL PROPOSAL
(On Applicant's letter head)

(Date and Reference)

To
The Chief Executive Officer
Guwahati Metropolitan Development Authority
Bhangagarh, Guwhati-5

**Subject: TENDER FOR LEASING OF THIRD & FIFTH FLOOR SPACE AT
ROPEWAY TERMINAL BUILDING AT PANBAZAR GUWAHATI**

Dear Sir,

I/We, the undersigned, understand and acknowledge the terms and conditions for Leasing of third & fifth floor space at ropeway terminal building at Panbazar Guwahati in accordance with your tender dated **DD.MM.YYY** and our Technical Proposal.

Our Financial Proposal is submitted as per the Financial Proposal Standard Format submitted along with. The quoted amounts are exclusive of the taxes, which shall be added to the on our quoted amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days from the Proposal Due Date **DD.MM.YYYY**.

No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

(Signature, name and designation of the authorised signatory)

FINANCIAL BID

TENDER FOR LEASING OF THIRD & FIFTH FLOOR SPACE AT ROPEWAY TERMINAL BUILDING AT PANBAZAR GUWAHATI

Particulars	Area in sqft	Quoted rate in figure (INR)	Quoted rate in words
Monthly Lease Rent for 3 rd and 5 th Floor at Ropeway Terminal at Panbazar, Guwahati	1600 x 2 = 3200		

Note:

1. The quoted rate is exclusive of taxes.
2. The amount quoted below base price of Rs 150/- per sqft per month shall not be accepted.

(Signature, name and designation of the authorised signatory)

LEASE AGREEMENT

THAT THIS LEASE AGREEMENT IS
EXECUTED ON
2020

BY AND BETWEEN

Chief Executive officer, Guwahati Metropolitan Development Authority, GMCH Road, Bangagarh, Guwahati -781005, Assam 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 rent of Rs..... for 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.....Guwahati. 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 is constructed as per the plans and that there exists no legal impediments in the LESSEE occupying the said premises and conducting its business. 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.
3. 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;

4. The LESSOR has also represented that there are no outstanding payment of taxes, and charges including ground rent 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 LESSOR 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 office 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. 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.
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 3 years (three years) commencing from.....2020 (hereinafter called "The period of lease") subject to **5% increase (escalate)** in lease rent of the previous year for every year of the lease period. The LESSOR has also agreed to 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.
3. The LESSOR reserves the right to lease out all other spaces in the Ropeway terminal building/complex for further restaurants/shops/offices. LESSEE shall have No objection to it.

ARTICLE 2: TERMINATION

It is agreed between the parties that during the lease 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 12 months, the Lessee will be liable to pay rent of balance Lock-in period with GST and in case if the Lessee vacates the premises after lock in period and before completion of the lease period the security deposit will be forfeited.

ARTICLE 3: LEASE AMOUNT / SECURITY DEPOSIT

The LESSEE shall be liable and responsible to pay monthly Lease amount of Rs. _____(Rupees_Only) plus GST commencing from.....2020 regularly (hereinafter called "The period of lease"). The Lease rent shall be payable in advance on or before the 5th day of the calendar month. The monthly rent 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 "Renting of Immovable Property Service" will be paid / reimbursed by lessee to the lessor in advance as per the prevailing rate along with the monthly Rent. Twelve months advance Rent shall be paid on signing the Agreement and in case if the Lessee does not pay the rent for Two consecutive months then the Lessor shall be at liberty to proceed legally to take the possession of the property.

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 rent paid by the lessee.

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 Rent.

Maintenance charges will be paid by the Lessee. The maintenance charge is Rs.25/- per square feet per month plus applicable GST of the leased area. The Maintenance charges shall be paid by the Lessee directly to the Lessor which also stands increased 5% of previous year, every year.

Intentional Irregularity or delay in payment of Lease rent shall also amount to breach of agreement and shall be liable for termination of Lease agreement.

ARTICLE 4: RATES/TAXES/LEVIES

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.

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.

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

1. ELECTRICITY :-

The LESSOR has provided adequate power supply in the said premises. In case LESSEE requires additional power, the same shall be obtained by LESSEE at their own cost from the concerned electric company. The LESSOR undertakes to co- operate 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.

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.

3. FLOORING :-

There is flooring, false ceiling and lighting done by GMDA. The LESSEE shall do the interiors and other requirements at his/its own cost and expenses after due approval of GMDA.

4. Utility duct:- No additional utility ducts will be permitted.

ARTICLE 6: LESSEE COVENANTS

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/ Guwahati Municipal Corporation and/or any other government authorities.

That the Lessee shall not be entitle to cover the balcony/veranda or lift area if any provided and has to use it as open space only. That the lessee shall have right to

fix A.C. Plant equipment 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.

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

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

That the lessee will be given Moratorium period of 90 days within which the furniture or interior work must be completed by the Lessee and in no case moratorium 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 90 days or the day from which the lessee start making use of the lease property whichever is earlier.

2. Electricity, water, Municipal Taxes and other charges: The LESSEE shall be responsible for payment of all charges. For electricity sub-meter shall be installed by the LESSEE at his own cost. 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. LESSEE shall also pay for the water charges. 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 GMDA for water usage and bound to follow any changes in it in future.

Fire: The fire system is installed by the GMDA but lessee is responsible to inspect and 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.

3. Sub – lease:
The LESSEE cannot sublet the leased premises to any other Individual, company, Institution, and Organization.
4. 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.
5. 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 property.
6. 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.
7. 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.

8. Sign Boards and advertisement

The LESSEE shall be entitled to display name - plates, of the Company within the building at a given location by the LESSOR free of cost. Lessee shall not be permitted to put up nameplate, logo, signboard, placard, neon sign, advertisement etc. anywhere outside or inside the building.

9. That the lessee should obtain the requisite license for their business at their own cost.

ARTICLE 7: LESSOR COVENANTS

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;

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.

3. Repairs and Maintenance

The LESSOR shall be responsible for major repairs, in respect of common area of the building such as masonry work, destruction of electric cables, bursting or corrosion of water pipes or sewerage system. 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 maintenance of furniture/fixtures and other equipments provided by the LESSOR.

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 & Equipments & human Bodies.

ARTICLE 8 BREACH

If the LESSEE commit a breach of any of the terms, stipulation and conditions of these presents, 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 12 months lock-in period shall remains applicable or enforceable. If Lessee vacates the premise before completion of 36 months lock-in period, the lessee is liable to pay the lease rent 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 rent of the balance lock-in period.

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

The LESSOR represent and warrant 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.

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.

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 LESSEE on such date in terms hereof together with the full rent for the month of dispossession, in whole, shall be forthwith paid to the LESSEE by the LESSOR without delay, demur or protest and such payment shall be without prejudice to any and all rights of the LESSEE 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 rent to the LESSOR from such date of dispossession.

ARTICLE 10 FORCE MAJEURE

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, lightening, 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 rent 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

The LESSEE shall insure the equipments, their own furniture, fixtures & other items installed within the said premises against all risks at its own cost. The Lessee 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

That the LESSOR shall have the right to sell, Mortgage without possession, transfer or otherwise dispose of the Said Premises, during the entire tenure, the new LESSOR will step into the shoes of the existing LESSOR without changing the terms and conditions of the Lease agreement under any circumstances. The Lessor shall ensure that the rights of the Lessee under the Lease Deed are not adversely affected or curtailed by virtue of any transfer by incorporating appropriate covenants in the agreement to be entered into with the purchaser/ transferee / aliene and taking all reasonable steps to enforce them. The Lessor shall ensure that the new purchaser shall be bound by all terms and conditions of the Lease Deed and in such case the New Lessor will step in the shoe of the Lessor with the same terms and condition only by serving the Attornment Notice to the Lessee and on receiving the Attornment Notice the Lessee will accept the New Lessor as Lessor and accordingly the Rent will be paid to the New Lessor. The Lessor shall ensure that the new

arrangement or encumbrance is not prejudicial to the interest and rights of the Lessee in any form or manner and the Lessor shall also mention regarding the lease Transfer in the sale deed with the new purchaser. In the event mortgage without possession the Lessor agrees to intimate the Lessee within a fortnight of creation of such mortgage and with a covenant in the mortgage document the lease hold rights of the Lessee will be fully protected even if the Lessor fails to repay the money advanced by the Lender in whose favor the property may be mortgaged.

ARTICLE 13 MISCELLANEOUS

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.

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 Lessor in that respect will be final.

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.

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

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.

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 referred to arbitration of one arbitrator to be appointed by mutual consent of each party in accordance with the Arbitration and Conciliation Act, 1996 or statutory modification or re-enactment thereof for the time being force. The venue of Arbitration shall be Guwahati. The parties to this agreement irrevocably submit to the exclusive jurisdiction of the COURTS OF GUWAHATI with reference of this agreement.

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.

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

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 PANBAZAR, Guwahati of Mouze: District : Kamrup (Metro) having Office “ ” admeasuring Sq.Mt _____ situated on 3rd and 5th floor of the building named Terminal Building at Panbazar of Guwahati Ropeway .

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:

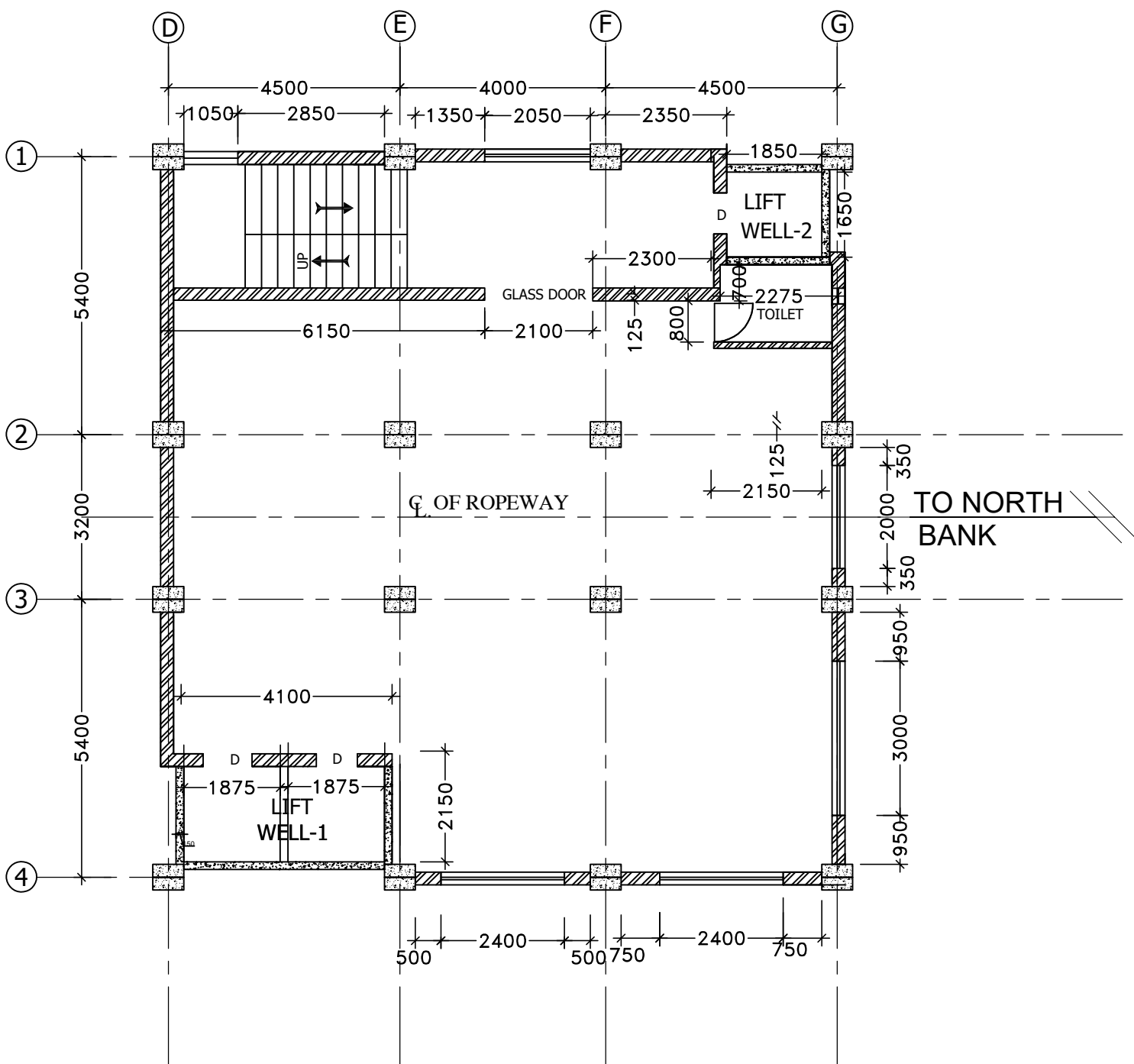
SIGNED, SEALED &
DELIVERED BY THE
WITHIN NAMED LESSOR:

SIGNED, SEALED &
DELIVERED BY THE
WITHIN NAMED LESSEE:

In the presence of
following two
Witnesses :

1. _____

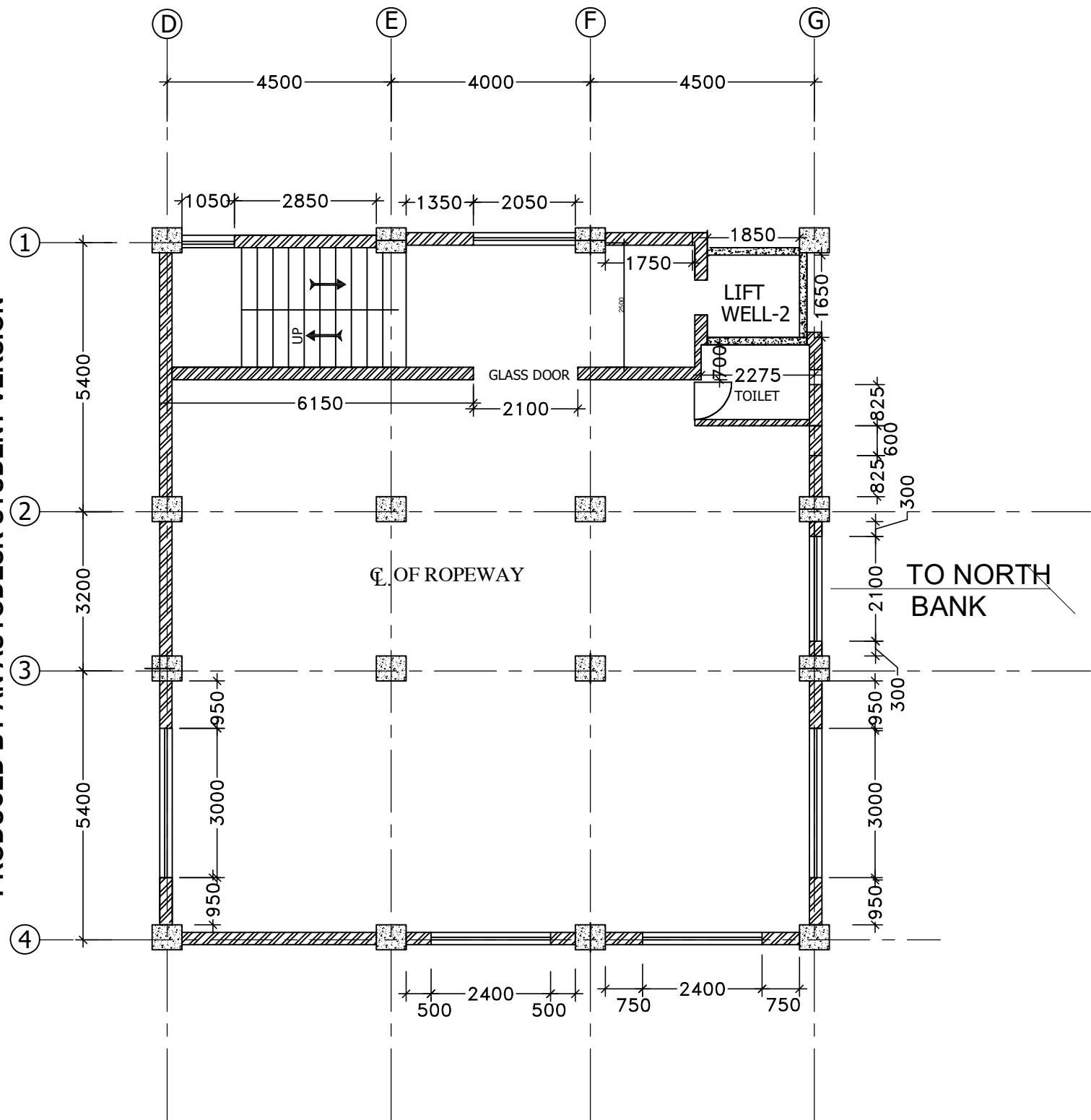
2.



THIRD FLOOR PLAN (T.O.C vl.= 67.275M)
(ALL EXTERIOR WALLS ARE-250 THK.)

PRODUCED BY AN AUTODESK STUDENT VERSION

PRODUCED BY AN AUTODESK STUDENT VERSION



FIFTH FLOOR PLAN (T.O.C lvl.= 77.775M)
(ALL EXTERIOR WALLS ARE-250 THK.)