

Ref.: EESL/RCO(E)/WB/OT/HR/23/20

Date:- 15/6/2023

**Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months,
Salt Lake Sector - V, Kolkata**

Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, consists of the following:

- Section - I - Request Letter for quotation
- Section - II - Instructions to bidders
 - Annexure-A - Details to be submitted by party
 - Annexure-B - Tender Acceptance Letter
 - Annexure-C - List of documents to be submitted
- Section - III - Special Terms & Conditions and Minimum Requirement of Office/Workplace
- Section - IV - Format of Price Bid
- Section - V - Draft Lease Deed



Sd/- 15/06/2023
(Manager - Contracts)

पंजीकृत कार्यालय:

एन.एफ. एल. बिल्डिंग, पाँचवा और छठा तल,
कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003
दूरभाष: +91 (011) 45801260, फैक्स : +91 (011) 45801265
वेबसाइट / Website : www.eeslindia.org

क्षेत्रीय कार्यालय:

बंगाल इको इंटेलिजेंट पार्क,
हल्दिया पेट्रोकेमिकल्स बिल्डिंग,
ई.एम-3 टॉवर -1, 10 वीं मंजिल, सेक्टर 5,
सॉल्टलेक सिटी, कोलकाता-700091
दूरभाष : 033-4602 2679

SECTION-I

REQUEST FOR TENDER

Ref.:

To,
M/s**SUB: Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, Salt Lake Sector – V, Kolkata**

Dear Sir/Ma'am,

Energy Efficiency Services Limited (A JV of PSUs under the Ministry of Power, Govt. of India) invites bids from the legal owners/leaseholders of premises with clear titles/lease deeds for hiring office space measuring approximately 3000 Square Feet of usable Floor area which includes but not limited to Work Stations (minimum 30 nos.), Meeting halls (for sitting capacity of 8 nos.), Reception, Pantry (1 no.), Store (1 no.), Covered Cabin (2 nos.) etc. plus Services like 03 car parking's, Centralized Air Conditioning, Lifts, Security Services, Washrooms (Separate for Ladies and Gents), Power Backup, All necessary electrical fitting, All necessary furniture's etc. in a single building. Building should be well connected to Road by Bus, Metro stations, Auto, etc.,

EESL invites to submit the complete offer in accordance with offer documents subject to the following:

1	Scope of Services	As mentioned above
2	Period of Lease/Rent	22 Months
3	Commencement of downloading of bid document from	15 th June 2023
4	Last date of issue of Tenders	30 th June 2023
5	Last date and time of Receipt of Tender	30 th June 2023 till 4:00 PM
6	Tender Fee	Rs. 6,000/- (Six Thousand Only) in the form of Demand Draft in favour of Energy Efficiency Services Limited payable at Kolkata
7	Earnest Money Deposit	Rs. 87,000/- (Rupees Eighty-Seven Thousand Only) in the form of Demand Draft in favour of Energy Efficiency Services Limited payable at Kolkata
8	Place of receipt and Opening of Tenders	Energy Efficiency Services Limited., BEIPL Building, EM 3, (Beside Times of India office), 10th Floor, Tower – 1, REAR Block Sector – V, Salt Lake, Kolkata – 700091

1. The complete Tender Documents along with Bid Evaluation Criteria are available on **15th June 2023** website <https://eeslindia.org/en/tenders/> which can also be downloaded from the website.
2. EESL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and or time.
3. In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received and opened on the immediate next working day.



4. EESL reserves the right to amend the terms and conditions of the Tender as deems necessary.
5. Participation in the tender does not entail any commitment from EESL. EESL reserves the right to accept any bid and to reject any or all bids without assigning any reason.
6. EESL shall not be responsible for any delay, loss or non-receipt of bid. Telex/Fax/Telegraphic/email offers shall not be accepted. Bid received after due date and time are liable to be rejected.
7. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
8. The Tender shall be addressed to Eastern Cluster Head, Energy Efficiency Services Limited., BEIPL Building, EM 3, (Beside Times of India office), 10th Floor, Tower – 1, REAR Block Sector – V, Salt Lake, Kolkata – 700091. The bidders are requested to refer the following instructions:
 - i) Instructions to Bidders- Section-II.
 - ii) Special Conditions of the Contract - Section-III.
 - iii) Format of Price Bid-Section-I
9. Corrigendum/Addendum, if any, to these tenders, would appear on <https://eeslindia.org/en/tenders> website only & will not be published in any other media, therefore, bidders are requested to visit above website regularly

Thanking You



SECTION -II

Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, Salt Lake Sector - V, Kolkata

INSTRUCTIONS TO BIDDERS

1. The invitation to bid is open to legal owner's/Lease holders of the properties located in the area mentioned in the Tender documents. The prospective bidders should submit their bids strictly in the proforma prescribed in the Tender documents. Tender from intermediaries or brokers will not be entertained.
2. The successful bidder will be declared as 'the Lessor' which means and includes not only the bidder but also his legal heirs, successors, legal representatives etc.
3. The bidder is expected to examine all the instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish the information as required in the bidding documents or submission of the bid not substantially responsive to bidding documents in every respect will result in the rejection of the bid.
4. The bidder shall sign all the papers of the bid. In case bidder/owner is partnership firm/Society/Company, all the documents should be signed by the authorized person with seal.
5. The price bid shall contain the proforma (SOR) given in SECTION-IV only and shall not contain any other information/ document and shall be in sealed envelope.
6. Interested bidders may visit EESL office during office hours for any clarifications before submission of bid or may contact:
 - i) Shri Amod Kumar, Assistant, Mobile No: 9971245547
 - ii) Shri Arun Gupta, Assistant Manager, Mobile No: 8800298932
Energy Efficiency Services Limited., BEIPL Building, EM 3, (Beside Times of India office),
10th Floor, Tower - 1, REAR Block Sector - V, Salt Lake, Kolkata - 700091
7. In case of co-owners/joint owners, the bid documents i.e. technical bid and financial bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he/she should invariably submit an Authorization/ Power of Attorney to do so from the remaining owners.
8. The tender will be acceptable only from original owner/lease holder of the office space or who can under law let out the premises to EESL. The space offered should be free from disputes and litigation with respect to its ownership, lease/ renting and pending payments against the offered space.
9. In case a particular bidder owns/leases more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bids containing technical bid and financial bid in respect of each such premises.
10. **Tender Fee deposit:** The bidder will be required to furnish Tender Fee of **Rs. 6,000/- (Rupees Six Thousand Only)** in the form of Demand Draft in favour of **Energy Efficiency Services Limited** payable at **Kolkata**. The Tender Fee shall be non-refundable



11. **Earnest Money Deposit:** The bidder will be required to furnish earnest money of **Rs. 87,000/- (Rupees Eighty-Seven Thousand Only)** in the form of Demand Draft in favour of **Energy Efficiency Services Limited** payable at **Kolkata**. The EMD of the unsuccessful bidders will be refundable within one and half months of finalization of tender and acceptance of offer. In case the tender is rejected, the DD shall be returned within Three months. No interest would be payable on amount of EMD. Without the EMD, the tender shall be rejected. EMD should be submitted separately along with Tender Fee. The EMD will be forfeited in case the Bidder asks for modification in his/ her/their bids or do(es) not accept the Contract after being awarded the same.

12. The bidder has to meet the following Bid Evaluation Criteria (BEC) for qualification purpose.

13. BID ELIGIBILITY CRITERIA (BEC)

The bidder fulfilling the bid evaluation criteria shall be eligible for further evaluation and consideration. The bid evaluation criteria are as given below:

- i) The offered office space should be located in commercial area at Salt Lake Sector - V and at prominent place having proper approach connected with 20 ft. wide road.
- ii) The clear title deed/ leasehold rights of the offered office space must be in favour of the Bidder.
- iii) The office premises offered needs to be free from any dispute and litigation.
- iv) The office space offered must be measuring 3000 Square Feet of usable Floor area which includes Work Stations (minimum 30 nos.), Meeting halls (for sitting capacity of 8 nos.), Reception, Pantry (1 no.), Store (1 no.), Covered Cabin (2 nos.) etc. plus Services like 03 car parking's, Centralized Air Conditioning, Lifts, Security Services, Washrooms (Separate for Ladies and Gents), Power Backup, All necessary electrical fitting, All necessary furniture's etc. in a single building. Building should be well connected to Road by Bus, Metro stations, Auto, etc.,
- v) Copy of approved building plan of offered office space indicating various areas as mentioned above in must be submitted along with the bid.
- vi) The bidder has to submit all the documents, as per Annexure-C.

14. EVALUATION CRITERIA:

- i) The bids qualified as per above BEC (Bid Evaluation Committee) shall only be evaluated in detail.
- ii) The decision on selecting the premises among the offers received rests with EESL. A committee consisting of the officials of EESL will visit for physical inspection of the property offered after opening of technical bid for assessing technical qualification of the bidder and suitability of premises offered. The price bids of those bidders, who are found techno-commercially acceptable, will be opened.
- iii) The bidder should indicate floor area of offered premises. Lowest price quoted in the Bid (monthly rent) shall be successful bidder (L1)

15. SEALING AND MARKING OF BIDS:

- i) Bidders shall submit their bids duly signed on each page in THREE SEPARATE PARTS in separate sealed envelopes super-scribed with the subject of bid, due date and nature of bid (Technical or Price).
 - a. PART -A: Tender Fee and EMD
 - b. PART-B: Original TECHNICAL BID PART
 - c. PART C: Original of PRICE BID

A. Tender Fee and EMD in the form of Demand Draft



B. Following documents are to be submitted in Technical Bid & Price Bid:

TECHNICAL BID

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

PRICE BID:

It should contain only quoted monthly lease rent (for Total floor area), as per format given as per SECTION- IV. This envelope shall not contain any conditions whatsoever.

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

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

- a. Energy Efficiency Services Limited., BEIPL Building, EM 3, (Beside Times of India office), 10th Floor, Tower – 1, REAR Block Sector – V, Salt Lake, Kolkata – 700091
- b. Bearing the subject and the words "OFFER, DO NOT OPEN".

16. OPENING OF PRICE BIDS:

The price bids of the techno-commercially acceptable bidders shall be opened in presence of the bidders who wish to be physically present.

17. PERIOD OF VALIDITY OF BIDS:

Bids shall be kept valid for acceptance for 90 days from the date of opening of technical bid. In exceptional circumstances, EESL may solicit the bidder's consent for an extension of the period of space validity



Annexure – A

Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, Salt Lake Sector – V, Kolkata

DETAILS TO BE SUBMITTED BY THE PARTY IN RESPECT OF PROPERTY OFFERED ON LEASE/RENT

S. No.	Particulars	Details
1	Name of Bidder	
2	Address of Office or Resident	
3	Telephone/Mobile No.	
4	Email ID	
5	DETAILS TO BE SUBMITTED BY THE PARTY IN RESPECT OF PROPERTY OFFERED ON LEASE/RENT	
6	Status of the applicant with regard to the accommodation offered for hiring i.e. legal owner/leaseholder or PO	
7	If the bidder is Power of Attorney Holder of the owner, copy of duly constituted Power of Attorney. If the bidder is authorized signatory of the Company/ Partnership firm, copy of requisite Board Resolution/Authority Letter etc	
8	If the bidder or owner is Partnership Firm or Company/ Society etc., Copies of Partnership deed or Memorandum of Association of the Company, Registration Certificate/bye-Laws of the Society etc. needs to be submitted	
9	a) Complete Address and location of the building. b) Details of the Accommodation offered for rent (viz. Carpet area, no. of floor). c) Layout plan of floor with dimensions	
10	Type of building- Commercial	
11	Total Floor area offered for rent/lease in Sq. f	
12	No. of Covered Cabins (Minimum 2 nos.)	
13	No. of Meeting Hall (Minimum 1having capacity of 8 persons)	
14	Store (Minimum 1 no.)	
15	Pantry (Minimum 1 no.)	
16	Work Station (Minimum for 30 nos. of person)	
17	Reception	
18	Building must have Centralized Air Conditioner	
19	All Necessary Furniture including two full size metal Amirah (chairs, centre tables, file cabinet etc)	
20	Separate Toilet for Ladies and Gents	
21	No. of Car parking offered (Minimum 3 Nos.) with area	
22	No. of lift if Building is high-rise	
23	Availability of Power Backup	
24	Building must have electrical installation, fitting, Power Plug, Switches	
25	Sanction Electrical Load	
26	Details of Fire Safety Mechanism, if any	
27	Distance from Metro Railway Station	
28	Distance from Bus Stand	
29	Distance from Nearest Railway Station	
30	Distance from Airport	
31	Main Road width connectivity from Entrance of building	



TENDER ACCEPTANCE LETTER

Date

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No:

Name of Tender:

Dear Sir,

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

Declaration –

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

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

Yours Faithfully,

Name and Signature of the Bidder,

with Official Seal



Annexure – C

Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, Salt Lake Sector – V, Kolkata

LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID

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



Section – III

Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, Salt Lake Sector – V, Kolkata

SPECIAL TERMS & CONDITIONS OF THE CONTRACT AND MINIMUM REQUIREMENT OF OFFICE/WORKPLACE

1. EESL intends to hire the office premises for a period of (22) Twenty-Two Month from the date of possession and accordingly lease/rent agreement shall be executed. However, the lease can be further extended upto 1 (One) year on the same terms and conditions on mutual consent of both the parties. On such renewal/extension, a fresh lease deed shall be executed and registered.
2. Commencement of lease/rent period and lease rent shall be from the date of actual possession of office accommodation.
3. The initial lock-in period shall be minimum 11 Months from the commencement of lease (actual possession) for the leased premises. After the lock-in period, the Lessee and Lessor shall have the right to terminate the Lease any time during the lease term by giving three months' written notice in advance to the other party of its intention to terminate the lease. In the event of termination of lease or expiry of the lease period, EESL shall hand over peaceful and vacant possession of the office premises with all the fittings and fixtures intact and in working order (fair wear and tear being accepted).
4. The owner shall have to complete all furnishing works and hand over the premises within 15 days from the date of issuance of LOA. In the event of delay, the party shall have to pay the damages at the rate of 1% of the amount equivalent to two months' lease rent for every seven days of delay. The lessor shall have to pay damages proportionately if the delay exceeds seven days.
5. The offered premises should be situated in commercial and municipality area for office use at prominent place and well connected by approach road and should be easily accessible by Metro/ public transport system.
6. There should be reserved parking space for minimum 3 nos. of car and it must be attached to office. Further, the area of parking space offered along with bid shall not be considered in the Floor of the office premises and no additional payment shall be made for parking space. The bidder shall quote the rates accordingly.
7. The office accommodation should be in preferably on one to 12 floor. However, if the offered premises spread in more than one floor, the same should be contiguous/connected. In case of multi-storey building, there should be provision of lift (s) as per norms of the concerned authority.
8. For the proposed offered office building, owner will re-assess and provide electrical connection so that it is capable of taking full load of office facilities. EESL will not bear any charges for increase in load or otherwise.
9. The Electricity, water, cleaning and security charges are inclusive in the rates quoted.
10. All the major repairs shall be carried out by the owner at his own cost. In case of failure on the part of party/ Owner to carry out maintenance activities to the satisfaction of EESL, the same shall be carried out by EESL at the risk & cost of owner and amount so spent shall be recovered from the payable lease rent.



11. The premises/building should be secure enough to protect the property of EESL. The owner shall have to keep insured the office building and other items provided by him. EESL will insure its own furniture, equipment's and systems etc. belonging to EESL.
12. All the existing and future rates, taxes including Property tax, assessment charges and any other charges of any description whatsoever (except GST) levied by Local bodies and other statutory authorities shall be borne by Owner/Lessor and not to be paid by Lessee (EESL).
13. EESL shall pay the agreed rent to the lessor per month in advance on or before 20th of each English Calendar month through e-banking by crediting the account of the lessor. The lessor shall provide bank particulars as under at the time of execution of lease deed
 - i) Name of Bank:
 - ii) Name of Branch:
 - iii) Bank Account No.:
 - iv) IFSC Code No:
 - v) Beneficiary Name:
 - vi) Type of Account:
14. Income Tax shall be deducted (TDS) as per Income Tax Act, 1961.
15. The electricity and water bills as per actual consumption to be borne by the EESL.
16. The escalation of maximum 5% in rent/lease will be considered after one year of handover the office/workplace to EESL
17. The electricity and water bills as per actual consumption to be borne by the EESL
18. Currently, EESL's normal working Hours is 9:00 hrs to 17:30 hrs with five working days in a week. However, EESL can use all the infrastructure facility round the clock for 365 days for 24 x7 seven days even on Saturday/Sunday/Gazetted Holidays etc. as per requirement in emergencies.
19. During the lease/rent period, the owner shall not construct any structure in offered area without written permission from EESL.
20. On finalization, the selected party shall have to enter into a registered agreement with EESL. The charges towards stamp duty and registration of lease agreement shall be borne by owner. The lease shall be for a minimum period of 11 Months subject to the conditions as contained in the draft Lease Deed attached with the tender as Section-V. All the other terms and conditions of the Lease deed shall also be applicable and will form part of this tender.
21. The Originals Title Deed showing the ownership of the premises and other documents/ certificates, as may be required, shall be produced by the Owner/Lessor at the time of execution of lease Agreement.

22. Minimum Requirement for Office/Work Space

S. No.	Facilities to be provided
1	Preferred Location Salt Lake Sector - V
2	Building should be commercial
3	Minimum Floor Size 3000 Square Feet
4	No. of Cover Cabins (Minimum 2 nos.)
5	No. of Meeting Hall (Minimum 1 having capacity of 8 persons)
6	Store (Minimum 1 no.)
7	Pantry (Minimum 1 no.)
8	Work Station (Minimum for 30 nos. of person)
9	Reception



10	Building must have Centralized Air Conditioner
11	Office must have all Necessary Furniture including two full size metal Amirah (chairs, centre tables, file cabinet etc)
12	Separate Toilet for Ladies and Gents
13	No. of Car parking offered (Minimum 3 Nos.)
14	No. of lift if Building is high-rise
15	Availability of Power Backup
16	Building must have electrical installation, fitting, Power Plug, Switches
17	Building & Office must have 24x7 water supply, electricity backup,
18	There should be proper road approach from the road to entrance to the proposed building i.e. four wheeler must reach the entrance point.



Section – IV

Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, Salt Lake Sector – V, Kolkata

(IN A SEPARATE SEALED ENVELOPE SUPERSCRIBED AS PRICE BID)

S. No.	Particulars	Proposed Floor Area	Rate Rs./Sq. ft. of floor area	Total Amount (Per Month) Excluding TAX	Number of Months	% TAX (if any)	Total Amount (For 11 Months) including TAX
1	Monthly lease amount for Eleven (11) Month as per scope of work mentioned above				11		
Total Amount for 11 months in words:							

S. No.	Particulars	% of Escalation	Remarks
1	Percentage of Escalation for next Eleven (11) Months as per scope of work mentioned above		Maximum up-to 5%

Note: The Financial Bid should include the followings–

1. The rent proposed to be charged per sq. ft. on the basis of Floor area which should be inclusive of all costs of services.
2. The charges for the maintenance (Civil, electrical, plumbing)
3. The charges for the maintenances of the air-conditioning equipment for centralized and lifts.
4. The charges of parking space.
5. The charges for security.
6. Taxes and duties, to be paid to various authorities.
7. The maximum escalation can be quoted up-to 5%



Section – V

Tender for Hiring of Working Space Premises on Lease/Rent basis for 22 Months, Salt Lake Sector – V, Kolkata

(Draft Lease Deed)

AGREEMENT OF LEASE

This Lease Agreement made at Kolkata, West Bengal on this ____ day of ____ 2023 between, _____ a Company incorporated under The Companies Act, 1956 and having its Registered Office at _____. (hereinafter called the “Lessor” which expression shall wherever the context permits, be deemed to include its successors and permitted assignees through _____ of the ONE PART.

And

Energy Efficiency Service Limited (EESL), JV company of central PSUs of Ministry of Power Government of India, incorporated under The Companies Act, 1956 and having its Registered & Corporate Office at NFL Building, 5th & 6th Floor, Core – III, SCOPE Complex, Lodhi Road, New Delhi – 110003 through its authorized signatory Shri K. Thirumurgan designated as Eastern Cluster Head/Additional General Manager (Tech.), (hereinafter called the “Lessee” which expression shall wherever the context permits, be deemed to include its successors and permitted assignees of the OTHER PART.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. RfP No.
2. In consideration of the lease rent hereinafter agreed and all the covenants and conditions hereinafter contained to be observed and performed on the part of the Lessee, the Lessor do hereby grant, transfer, demise by way of lease, the _____ portion i _____ consisting of _____.
3. The Lessor is the owner of the demised premises and is entitled in law to execute this Agreement of Lease in respect of the said covered air-conditioned and non-air-conditioned area given by the builder together with the rights to make use of the entrances, passages, stair cases, landings, lobbies, lifts and other basement belonging and pertaining to the said demised premises unto the use of Lessee for a period of 22 (Twenty-Two) months from 1st August 2023 to 31st May 2025 by paying unto the Lessor during the said term a rent as per details given below, payable on or before **20th day** of the month for every calendar month through NEFT/RTGS to the bank account of _____, in advance, without any deductions whatsoever except permissible under Law. The rentals during the lease period w.e.f. 1st August 2023 to 31st May 2025 shall be as under:

Period	Rate Rs. psf p.m.	Monthly lease- rent (Rs.)	Total lease-rent (Rs.)
1 st August 2023 to 30 th June 2024			
1 st July 2024 to 31 st May 2025			

I. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS: -

- i. To pay the monthly rent hereby reserved on or before the date in the manner aforesaid.



- ii. To pay all charges for actual consumption of electricity and water charges as per the bills based on meter reading received from the concerned authorities.
- iii. The Lessee shall use the said premises for running / locating its offices only and not for any other purpose whatsoever.
- iv. Not to sublet, assign or otherwise part with possession of whole or any part of the said premises without the previous consent of the Lessor.
- v. Subject to Lessor's consent hereunder to keep the interior of the premises in good repair, order and condition (reasonable wear and tear and damages by fire, earthquake, flood, tempest, lightening or other irresistible force or accident excepted).
- vi. To abide by the bye-laws and regulations of the local authorities including _____, in relation to the said premises.
- vii. Not to make any structural, additions or alterations in the demised premises and shall not remove any fittings, fixtures, etc. without the written consent of the Lessor (which shall not be unreasonably withheld by the Lessor) provided however that the Lessee may erect temporary partitions for making any cabins etc. and/or may remove or alter the fittings, doors and windows etc. at their own cost with the prior written consent of the Lessor.
- viii. To permit the Lessor and their agents, surveyors and authorized representative(s) to enter into the said premises at all reasonable times on working days during office hours for any analogous purpose.
- ix. To comply with the provisions of West Bengal Fire Prevention and Fire Safety as far as the demised premises are concerned.
- x. Not to store any inflammable or injurious articles in the demised premises that may cause damage to the demised premises and also to its neighbourhood.
- xi. Not to conduct in the premises or any part thereof any offensive acts or dangerous trade/business, manufacture or occupation nor shall do or cause to be done in the demised premises or any part thereof, any act, matter or thing that may cause any annoyance or nuisance or cause damage to the Lessor or the neighborhood nor shall use or allow the same to be used for illegal and immoral purpose.

II. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- i. Subject to Lessee's covenants, to pay all rates, property taxes, ground rent, house tax, charges of whatever character, assessment and outgoing assessed, charged, imposed or payable to the Concerned Authorities or any other Govt. Dept./ Authority in respect of the demised premises.
- ii. Major repairs, if any will be carried out by the Lessor at their cost.

III. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- i. On the expiry of the lease period, the Lessee can approach the Lessor for renewal of the lease, which will be at the sole discretion of the Lessor (_____) provided the Lessee gives _____ months' prior notice in writing to the Lessor intimating its desire to renew the lease.
- ii. On expiry of this lease or subsequent extension(s) thereof, if any, the Lessee will deliver the vacant possession of the demised premises to the Lessor in as good condition as the same



iii. If the Lessee fails to handover the peaceful and vacant possession of the premises to the Lessor after the expiry of this lease or upon its earlier determination by the Lessor, the Lessee's occupancy will be treated as trespasser and Lessee shall be evicted as trespasser from the said premises. The Lessee shall be liable to pay penal charges/ damages at double the rate of rent per month till such possession and the lease shall not be deemed to be renewed. The security deposit shall be returned to the Lessee within one month upon the expiry of the period of this lease or an earlier mutual determination thereof against peaceful delivery of possession of the demised premises by the Lessee to the Lessor and after settlement of dues.

iv. Any notice required to be served hereunder shall be sufficiently served on the lessee if left addressed to or sent to it by pre-paid registered post or through courier to its address given above and shall be sufficiently served on the lessor if left addressed or sent to him by pre-paid registered post or through courier to its address given above and the same shall be deemed to be good valid notice when it ought to in due course of post be delivered at the address to which it is sent.

v. The lease can, however, be terminated earlier by either party by giving ____ months' notice or payment of _____ months' rent in lieu thereof or proportionate rent in case the period falls short of three months' notice. **Neither party can terminate the lease for 11 months from the commencement of rental (actual possession) for the leased premises. This period shall be termed as Lock-in period.** In the event Lessee terminates the agreement before the completion of Lock-in period as mentioned herein, then Lessee shall pay the unexpired rent to the Lessor for the remaining Lock-in period. If Lessor terminates the lease deed during the Lock-in- period, then Lessor shall pay to the lessee an amount of equivalent to the monthly rent for unexpired Lock-in-period.

vi. Neither Party shall be liable for any default or delay in the performance of its obligations if and to the extent such default is caused, directly or indirectly, by fires, floods, power failures, acts of God, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labour disturbances, strikes, lockouts, go-slow, damage to machinery on account of accident or passing of any statutory order by the eligible authority/ies, prohibiting performance of such obligation by a competent authority; and restrictions of any country affecting the performance of this agreement or any part hereof (FORCE MAJEURE). The affected party shall intimate the other party within reasonable time period of such occurrences. In case the FORCE MAJEURE condition renders the demised premises unusable for ninety (90) days or more the Lessee shall have the right to terminate this Lease without any liability. The Lessor shall refund to the Lessee the security deposit and advance rentals, as of that date. Further, for the avoidance it is clarified that Lock-in period as mentioned in the foregoing paragraph will not be applicable for or under the FORCE MAJEURE conditions.

vii. In case of default other than payment of rent on the other part of the lessee, lessor shall provide a cure period of 30 business days to the lessee to cure the default.

viii. The Lessor undertakes to indemnify and will keep indemnified the Lessee against all costs that the Lessee may suffer/incur by reason of disturbances in the peaceful possession and enjoyment of the premises by the Lessee owing to any defect in the ownership/possession/title of the lessor to the premises or damage that may be incurred / sustained by the Lessee due to any action that may be taken by the concerned authorities on account of violation of laws by the Lessor regarding the usage of the premises.

ix. Lessor shall provide the all facilities as per RfP No.



- x. Lessor shall provide parking for 3 (Three) nos. of 4 Wheelers.
- xi. Expenses on execution and registration of Lease Deed shall be borne by the lessor.
- xii. That the lease agreement shall be executed in duplicate, one copy of which to be taken by either party.
- xiii. **NOTICE:** All notices to be given under this Lease Deed shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgement or registered post with acknowledgement due, addressed to the parties herein at the following addresses or such changed address as well be duly notified by the parties from time to time:

Addresses:

Attention (For Lessor)

E-mail ID :

Attention (For Lessee)

Address:

Phone No.

Fax No.

E-mail ID :

xiv. **DISPUTE RESOLUTION:**

If there is any difference or controversy/disputes relating to or arising out of the lease agreement, the same shall be mutually discussed and resolved between the parties within 15 working days after receipt of notice thereof from the party raising the disputes.

xv. **ARBITRATION:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

SCHEDULE OF DEMISED PREMISES

The air-conditioned portion in _____ comprising of air conditioned area at _____ consisting of _____ Sq. Ft. (furnished AC area _____ Sq. Ft. + Non-AC area _____ Sq. Ft.) as per plan attached.



On North by _____
On East by _____
On South by _____
On West by _____

And non-air-conditioned area admeasuring _____ Sq. Ft. as per Page 1 Para 1 of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR ABOVE WRITTEN.

**SIGNED AND DELIVERED BY THE LESSOR
WITHIN NAMES IN THE PRESENCE OF:**

WITNESSES:

1. _____

2. _____

**FOR AND ON BEHALF OF
NATIONAL FERTILIZERS LTD.**

LESSOR

**SIGNED AND DELIVERED BY THE LESSEE
WITHIN NAMES IN THE PRESENCE OF:**

WITNESSES:

1. _____

2. _____

**FOR AND ON BEHALF OF
ENERGY EFFICIENCY SERVICES LTD.**

LESSEE

