

Tender for giving Office Premises on lease at Kharghar, Navi Mumbai- 10210

I) Preamble:

- a. HLL lifecare Ltd (HLL), (a Government of India Enterprise) is offering office space at HLL Lifecare Ltd., HLL Bhavan, Plot No.86, Sector-11, Kharghar, Navi Mumbai- 410210, admeasuring around 13,356.04 sft 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 property and its area etc.
- b. This building has been constructed by HLL and they are occupying one floor in the building. The building has been well constructed and well maintained.
- c. HLL has appointed UTI Infrastructure Technology And Services Ltd., (UTI ITSL) as a consultant for leasing four office space of HLL Bhavan, Plot No.86, Sector-11, Kharghar, Navi Mumbai- 410210.
- d. UTI ITSL on behalf of HLL invites sealed bids on competitive bidding basis in two bid system, i.e., Technical Bid and Financial Bid, from the interested parties who are eligible as per the criteria given in the tender documents.
- e. The building has a basement and five floors. As 5th floor is not put to lease the balance four floors having eight office spaces (two office spaces per floor) are available for lease. The bidder shall have the option to bid for any one or more of these eight office spaces or all four floors i.e. eight office spaces..
- f. The tender documents can be freely downloaded from the website of www.utiitsl.com or www.lifecarehll.com and can also be obtained from the office of UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai 400051, on any working day between 10.00 a.m. to 5.00 p.m. upto the last date of submission of tenders i.e. before 3.00 p.m. on 21st March, 2016.
- g. If requested adequate time would be given to Government agencies who wish to avail the services of CPWD for Fair Rent Certificate.
- h. All corrigendum/ amendments/ clarifications/ extension/ changes regarding this bid process would be posted on the website of www.utiitsl.com and www.lifecarehll.com.
- i. HLL has permitted the interested Bidder for visiting the aforesaid office premises on any working day between 10.00 a.m. to 5.00 p.m. upto the last date of submission of tenders. The detail of the contact person available at UTIITSL, to facilitate the visiting of the premises is:

Mr. Chandrakant Yashi 6 Mobile No. 9702407798, Landline: 022-67931023

- j. Copies of the documents available with HLL, pertaining to the Title, payment of taxes etc., could be made available for inspection to the interested bidders, from the date of issue of tender at UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai 400051, on any working day between 10.00 a.m. to 5.00 p.m. but only upto a day prior to the last date of submission of bids. Bidders may examine these documents and thoroughly satisfy themselves and only then submit their bid in total compliance to the Terms & Conditions of the Bidding Document. If a Bidder submits the bid, it shall be construed as acceptance of all the provisions of the Bid Document along with the NIT and various stipulations therein.

- k. The Bidder may verify about the title of the premises and other documents available regarding the building. Once submitted, the bidder cannot withdraw the bid or refuse to sign the lease agreement. In addition, the bidder shall also have the option of inspection of the documents as above, with any authority / body or Municipal Corporation or CIDCO before the bids are submitted. The Bidder shall not be entitled to raise any objection or dispute whatsoever 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 agreement, the bidder's bid security shall be liable for forfeiture.

II) Bidder Qualification Criteria:

A. In case the Bidder is a private business entity (including limited company or limited liability partnership or partnership etc.), the Bidder must :

- a) Be making profit for the previous three financial years. This shall be certified by the Statutory Auditors of the Company or Chartered Accountant (where statutory audit is not applicable) and this certificate shall be submitted alongwith the Technical bid.
- b) Have average net profit of minimum Rs. 35 lakhs (per Office space) in the previous three financial years, aggregating to $(n \times \text{Rs.}35 \text{ lakhs})$ where n is the no. of Office Spaces for which the bidder has submitted his bid. However, in case a bidder has bid for n no. of office spaces but wants only m no. of office spaces, where m is less than n the bidder shall be required to have average net profit aggregating to $(m \times \text{Rs.}35 \text{ lakhs})$.
- c) This shall be certified by the Statutory Auditors of the Company or Chartered Accountant (where statutory audit is not applicable) and this certificate shall be submitted alongwith the Technical bid.
- d) Be a compliant company under Companies Act and other applicable Acts (if the bidder is a company). This shall be certified by the Company Secretary of the company and this certificate shall be submitted along with the Technical bid.

B. If the Bidder is a Indian Government Company or a Public Sector Undertaking or a Public sector Bank, the Bidder must:

- a. Be making profit for the previous three financial years. This shall be certified by the Statutory Auditors of the Company and this certificate shall be submitted along with the Technical bid.
- b. Be a compliant company under Companies Act and other applicable Acts (if the bidder is a company). This shall be certified by the Company Secretary of the company and this certificate shall be submitted along with the Technical bid.
- c. Provide a letter of comfort, from Bidder's controlling Central Government Ministry or State Government.

- C. If the Bidder is a Indian Government Department or Ministry or Body, the Bidder shall submit a letter of comfort from the respective Ministry, with the Technical Bid.

Note :

The Bidder shall submit Audited Annual Reports for the previous three financial years, wherever applicable.

III) Lease rent :

The lease rent is the consideration excluding outgoings and charges to be borne by the lessee as per Clause ̈VIII-Gö (such as property tax, municipal taxes, land tax, ground lease rent, cess, levies, local taxes (LBT etc.), water tax, sewage tax 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 premises or any other proportionately reimbursable amount which is spent by the lessor on the operation, repairs, maintenance/AMC, consumables, insurance of the premises worked out on a proportionate basis and the applicable Service Tax.

Reserve lease rent: The reserve lease rent of the premises is the lease rent below which the bid will not be acceptable. The reserve lease rent is Rs.50/- per sft per month.

IV) Other terms of rent:

- a) The rent and other charges for each month shall be payable in advance on or before 10th of the same month and HLL shall provide the lessee a receipt of the rent each month after the payment has been received by HLL.
- b) TDS on rent will be applicable as per applicable statute. The TDS Certificates shall be issued by HLL without any delay.
- c) All the applicable service tax would be to the account of the lessee, at actuals.
- d) Rent and other charges will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable upto termination of agreement or handing over the premises back to lessor whichever is later. The date of start of rent and the last date of of rent would be decided by HLL.
- e) If the monthly rent or any other amount payable (including the interest) is not paid by 10th of the same month, the lessee shall be liable to pay interest thereon at 14.5% (quarterly compoundable interest) per annum for the period of delay upto the date of payment, without prejudice to HLL's right to other remedies as per law including the 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.
- f) The word ̈Rentö shall include unpaid interest on rent and any other amount which remains unpaid as per the lease agreement.

V) **General Instructions for the Bidders :**

- a) The last date for receipt of tender bids is upto 3.00 p.m. on 21st March, 2016. After this time, no bids will be accepted.
- b) The technical bid will be opened at 3:30 p.m. on the same day i.e. the last date of submission of tender. The participating Bidders are requested to be present for all the tender openings.
- c) The Bids should be submitted in two parts, '**Technical Bid**' and '**Financial Bid**'.
- d) **Authorized Signatory:** The Bid shall be submitted by the person duly authorized to bind the Bidder to the Contract.
- e) The Bid can be also signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) **duly executed by the bidder at the time of bidding**, otherwise the offer is liable to be considered null and void at any stage as per the decision of HLL/UTIITSL. This LOA/ POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
- f) The participating Bidders are requested to note the date and timing of the tender submission and opening.
- g) The duly filled, sealed and superscribed tenders must be compulsorily deposited in the specified tender box kept at the address of "**The Deputy Vice President, UTI Infrastructure Technology And Services Ltd., UTI Tower, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai - 400051**" by the due date and time of submission in a sealed envelope.
- h) The intending Bidder has to purchase three envelopes and mark the envelopes as I, II and III, The usage of Envelopes will be as under:
 - i) **Envelope marked as I:** The duly completed Technical bid along with Bid Security shall be put in this envelope and sealed. This envelope would be super-scribed as **Technical Bid and Bid Security for taking office premises on lease basis from HLL at Kharghar, Navi Mumbai**".

It is to be clarified that the bid security has to be kept in Envelope No. I and if it is not found in Envelope No. I then the tender is liable to be rejected.

- ii) **Envelope marked as II:** The Financial bid be put in this envelope and sealed. This envelope would be superscribed as **Financial Bid for taking office premises on lease basis from HLL at Kharghar, Navi Mumbai**" along with bidding entity details.
- iii) **Envelope marked as III:** The above two sealed Envelopes No. I and No. II be placed in Envelope No. III and sealed. Envelope No. III would be superscribed as **Tender for taking office premises on lease basis from HLL at Kharghar, Navi Mumbai**" along with bidding entity details.

Important: The bid security should NOT be kept in this envelope. This envelope will be opened only after the technical bid is finalized.

If the bid is not superscribed, there are chances of accidental or premature opening, making the bid liable for rejection and therefore it is advised that the envelope must be superscribed as above and deposited in the tender box kept for the purpose.

- i) The Sealed Bid should be dropped in the tender box kept for the purpose at the above mentioned address on or before 3.00 p.m. as above, or it has to be sent by post so as to reach before the stipulated date by the stipulated time.
 - i. Bid should be preferably sent by Speed Post or Registered Post or by depositing by hand in the Tender Box only.
 - ii. Bid duly superscribed, should be sent only to the address mentioned as above, (i.e., **“The Deputy Vice President, UTI Infrastructure Technology And Services Ltd., UTI Tower, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai -400051”**, if sent by Speed Post or Registered Post.
 - iii. Acknowledgement will be given to Department of Post only for bids sent by Speed Post and Registered Post.
 - iv. UTI ITSL takes no responsibility for any bids not reaching intime.
 - v. UTI ITSL takes no responsibility for any bids not reaching at all.
 - vi. UTI ITSL takes no responsibility for bids received in torn, opened or mutilated conditions. Such bids may not be accepted at all.
 - vii. In case of bids received in proper condition by UTI ITSL, the role of UTI ITSL is limited and restricted to putting the same in the appropriate tender box if the aforesaid bids are received in time as stipulated in the conditions laid out.
 - viii. It is, therefore, advised that prospective bidders should deposit by hand the bid directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post.
 - ix. Bids, which are not superscribed, may not be considered.
 - x. Bids, which are not addressed properly, may not be considered.
- j) The authorized signatory of the Bidder is required to sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the tender.
- k) The Bidder shall bear all costs associated with the preparation and delivery of its bid, including costs and expenses related to visits to the site and UTIITSL/HLL will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
- l) The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and HLL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

- m) **The lease rental figure / amount shall be given in the financial bid only and not in the Technical Bid.**
- n) All the over writings should be duly authenticated by signing beside such over writings.
- o) Any cutting made while filling in the forms would have to be authenticated by signing beside such cuttings, failing which the proposal is liable to be rejected.
- p) The form which the bidder chooses to fill in (either taken from UTIITSL or downloaded from the web site) should not be changed or corrected in any manner. It is clarified that only the conditions as appearing in the original bid will be treated as valid. For checking, the form used by the bidder will be compared with the original available with UTI Infrastructure Technology and Services Limited. If there are any changes / corrections the form is liable to be considered invalid.
- q) Interpretation and decision by UTIITSL/HLL on the terms of the tender will be final and binding.
- r) UTIITSL/HLL reserve the right to decide not to lease or to lease only a part of the premises or to change the date of start of lease or to reject any or all offers, without assigning any reason.
- s) All the conditions of the tender and the advertisement in the press will form a part of the agreement.
- t) UTIITSL / HLL reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. UTIITSL/HLL are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
- u) The bidders are requested to regularly visit the websites for any information/ clarifications/ corrigendum, visit the aforesaid premises, inspect the available documents, to acquaint themselves with the complete information before submitting the bids.
- v) The final revised conditions, if any, as indicated in the corrigendum/ amendments/ clarifications/ extension/ changes regarding this tender as uploaded on the website will be binding.
- w) Minimum response shall be two bids.
- x) If the response is less than two bids the tender would be extended by 10 working days two times on website www.utiitsl.com/ www.lifecarehll.com. It is therefore advised that all the prospective bidders must visit the website as above regularly.
- y) If the response is still less than two bids then the single bid would be considered for opening/ processing.

VI) The process:

- a. The Technical bids would be opened at 3.30 p.m. on the last day of submission of Bids. If any date appearing in the tender is declared a holiday, the next working day will automatically be considered in its place.
- b. A Joint Committee of the officials of UTIITSL and HLL would be formed for opening of the sealed bids.
- c. The tenders shall be opened in presence of the Bidders who wish to be present at the time of opening of tenders.
- d. First Envelope No. III will be opened.

- e. After opening Envelope No. III, the Envelope No. I consisting of the Technical Bid and Bid Security /EMD will be opened.
- f. Envelope No. II consisting of Financial Bid will not be opened and shall be kept in sealed condition at that point of time.
- g. After opening of the technical bids, an evaluation of the technical qualification of the Bidders would be carried out by Advisory Committee of UTIITSL and a Technical Evaluation Report shall be prepared which shall detail the qualified/ disqualified bidders along with the basis of qualification/ disqualification respectively. Thereafter, UTIITSL shall forward this Report to HLL for review/ approval. Only after receiving the approval from HLL on this report, UTIITSL shall initiate further action.
- h. The decision regarding qualification/ disqualification of the Bidders shall lie with UTIITSL/ HLL and shall be final and binding on the bidders.
- i. Thereafter, the date of opening of the Financial bid will be intimated to the qualified bidders only, enabling them to remain present at the time of opening of the Financial Bids. This would be informed either through the posting on the website www.utiitsl.com and www.lifecarehll.com or . direct communication to them.
- j. It is clarified that the Financial Bids will not be opened for the Bidders who do not qualify in the Technical Bids. Such unopened bids would be retained with HLL in unopened condition.
- k. The financial bids will thereafter be opened by a Joint Committee of the officials of UTIITSL and HLL in presence of bidders who wish to participate in Financial Bid Opening.
- l. In case of a tie to the bid, then the Financial part shall be called again in a sealed envelope from the tied bidders. The highest bidder will be decided after the sealed envelopes are opened from the tied bidders.
- m. Based on the rental quoted in the bids, the comparative statement of bids would be prepared as under:
 - (i) Bids shall be evaluated to derive the maximum overall rental to HLL, respecting the highest bidder provided the rent is acceptable to HLL. Further, where the price obtained through bid for any office is not available then negotiations will be carried out keeping the reserve price in mind.
 - (ii) The Government bodies would be given preference.
- n. Based on the above, UTIITSL shall forward its recommendation to HLL,.
- o. On final approval from HLL, the office space wise lessee will be finalised.
- p. The decision will be binding on the bidder.

VII) Bid Security:

- a. All the Bidders would be required to submit the original Bid Security in Envelope I containing the Technical Bid. The Bid Security shall be either in the form of a Demand Draft or a Bank Guarantee.
- b. The Bid Security shall be for an amount as under :
 - i. If the bidder has quoted for one (1) office space : Rs. 25,000/-
 - ii. If the bidder has quoted for (n) office space : Rs 25,000/- (x) n
 - iii. If the bidder has quoted for all the office space: Rs. 25,000/- (x) 8 i.e.= Rs.2 lakhs.

- iv. However, in case a bidder has bid for ~~no~~ no. of office space but wants only ~~no~~ no. of office space, where ~~no~~ is less than ~~no~~ the bidder shall be required to submit bid security aggregating to (m x 25,000/-).
- c. If the Bid Security is in the form of DD/ Bankers cheque, it shall be in the name of HLL Lifecare Ltd., payable at Mumbai.
- d. If the Bid Security is in the form of a Bank Guarantee, it shall be favouring HLL Lifecare Ltd., Kharghar, Navi Mumbai.
- e. The Bid Security will be non-interest bearing and therefore, HLL shall not be liable to pay any interest to the bidders irrespective of the duration of time between the submission of Bid Security and its return by HLL to bidders..
- f. Bidder which is either a Government Company or a Public Sector Undertaking or a Public sector Bank or a Government Body or a Government Department or a Ministry or a MSE enterprise, is exempted from submission of the EMD/Bid Security.
- g. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection..
- h. If for any reason, any selected Bidder declines to take on rent one or more of the office space for which they are selected, the total Bid Security furnished by the Bidder is liable to be forfeited subject to the decision of HLL.
- i. If for any reason, whatsoever, attributable to UTIITSL/ HLL, the lease agreement cannot be entered into, UTIITSL/ HLL shall reserve the right to annul the tendering process and return the Bid Security to the respective bidder(s). In such an event, UTIITSL/ HLL 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.
- j. The bids shall be valid for acceptance for a period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. The bids so submitted shall not be withdrawn by the Bidder during the validity period and will lapse after that period unless HLL accepts the bid(s) before the expiry of that period. However, in case, UTIITSL/HLL 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 UTIITSL / HLL.
- k. In case the Bidder withdraws his bid at any time during the above said validity period, his total Bid Security shall be forfeited.
- l. If any bid is not accepted or rejected by UTIITSL/ HLL, the Bid Security remitted by the Bidder shall be refunded to them through account payee cheque / DD/ Bank Transfer in the name of the Bidder , in case the Bid Security was in the form of a Banker's Cheque or Demand Draft. However, if the Bid Security was in the form of a Bank Guarantee, this Bank Guarantee shall be returned to

the Bidder.

VIII) Details of area available, usage, terms of lease, escalation, outgoings, security deposit, etc.:

A) Area for lease:

The total area of the premises available for lease, is 13,356.04 sq.ft including utility area:

The above mentioned area as documented is the standard area and the lease will be based on this area as indicated above only **without any changes**.

B) Apportionment of area:

- a) The usable area available for leasing is **9281.26** sq.ft. The total utility area is apportioned as under:

Floor	Usable Area in sq.ft. (A)	Apportioned Utility Area. (B)	Total Area. (A and B) In sq.ft. (C)
Fourth floor South side	1156.87	507.86	1664.73
Fourth floor North side	1223.72	537.21	1760.93
Third floor South side	1156.87	507.86	1664.73
Third floor North side	1223.72	537.21	1760.93
Second floor South side	1113.28	488.72	1602.00
Second floor North side	1146.76	503.42	1650.18
First floor South side	1113.28	488.72	1602.00
First floor North side	1146.76	503.42	1650.18
Total	9281.26	4074.42	13356.04

- b) The bidder has to bid, based on respective floor area plus apportioned utility area as given in Column -C above.
- c) The utility area and the common areas which normally would include area like main entrance lobby and entrance lobbies on all office space, lift and lift lobbies, staircases, common landings, approaches, terrace, outside generator areas, air conditioning plant and ducts and all other such areas and service areas would be designated as common areas and will be accessible for the users in the building as a whole.
- d) Use of terrace / balconies will not be allowed.
- e) The parking would be allotted as per the discretion of HLL.

C) Usage

- a) The use of the premises would be for office use only.
- b) The lessee will not be permitted to use the said premises in such a way which in the opinion of HLL may cause prejudice, nuisance, annoyance or inconvenience to HLL or for storing hazardous goods or for any purpose not permitted under the laws of land.
- c) The lessee shall have to park the vehicles at the parking slots allotted by HLL in the car parking area provided in the basement floor. The parking space allotment shall be based on the leased area - one car parking slot/area for each office space. The decision of HLL will be final in this case.
- d) 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 HLL indemnified against all actions, suits and other proceedings in consequence of such uses by the Lessee.
- e) The lessee will not do or permit to be done by his employees or anybody under his control anything whereby the policy/ policies of insurance taken by HLL may be affected in any way.
- f) 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 HLL. HLL reserves the right to deny such permission.
- g) 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 daily all rubbish at the end of the day.
- h) 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 HLL will be final in this regard.
- i) The lessee shall be bound by the rules and regulations prepared by HLL for day-to-day administration and will provide the same to lessee for compliance.. Lessee shall co-operate with HLL for smooth running of the affairs at the premises.

j) Working hours

- (i) The working days would be as observed by HLL and the holidays would be as observed by HLL in its office at Navi Mumbai.
- (ii) The standard working hours could be from 8.00 a.m.to 7.00 p.m. for all the occupants for 5 working days. These are essentially the hours wherein the office is opened, cleaned etc. and made ready for use by the officials/ staff of the lessee.
- (iii) For any additional working hour/ day, the lessee shall inform HLL well in advance to facilitate availability of utility services and the onus of permission (if any) required from any statutory authority would be on the lessee.
- (iv) If due to these additional working hour(s) or day(s) or due to any specific permission whatever additional expenses are incurred

then the entire additional expenses due to this extra working would be borne by the lessee or shall be proportionately allocated among the number of Lessee using the office, simultaneously, if applicable, for the same period.

- (v) The entire expenses of running the building will be passed to be borne by the lessees on proportionate usage basis. HLL shall not bear any such expenses by whatsoever name called.
 - (vi) The charges arrived as above would amount to the payment towards the actual variable expenses.
 - (vii) It is clarified that HLL will remain a pass through entity and all the variable charges would have to be borne proportionately on actual basis.
- k) Display of signage: The place for display of the name of the lessee would be indicated by HLL. Other than this no part of the building, except as specified by HLL would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

D) Lease Deed

- a) The lease deed would be prepared by UTIITSL with the consent of HLL which would be final and binding.
- b) The lease shall be executed within a period of maximum 4 weeks from the date of notification of selection of lessee. HLL shall execute the Lease deed in favour of the prospective lessee and shall simultaneously therewith hand over possession of the said premises. All the legal formalities shall be completed by the respective parties before the date of execution of lease deed.
- c) The signing of the deed would be arranged between HLL and the lessee by UTIITSL.

E) Lease term. Lock in period. Escalation and Security Deposit:

- a) The lease deed will have a fixed lease term of three years (minimum lock in one year).
- b) The second lease agreement will have a fixed lease term of next 3 years.
- c) The third lease agreement will have a fixed lease term of next 3 years
- d) Escalation in rent would be @ 8% every year.
- e) The lease term would commence and rent will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable upto termination of agreement or handing over the premises back to lessor whichever is later. The date of start of lease term will be communicated to the prospective lessee.
- f) The minimum lock in period for the lease would be 12 months. An undertaking will be taken from the lessee that they will honor this commitment with a binding clause in the agreement.
- g) It is clarified that only the basic quoted rent will increase through escalation of 8% every year on the last rent paid, whereas the other outgoings would be dealt as per Clause VIII- G.

- h) **Security Deposit:** Interest free security deposit equivalent to one month's rent, in the form of a Demand Draft / Bankers cheque, would be taken from the lessee within 10 days from the date of handing over of the premises or execution of the lease deed whichever is earlier. The entire security deposit shall be refunded on expiry of the lease agreement and vacation of the premises to the satisfaction of HLL, after effecting any recoveries or adjustment for any dues from the lessee.

F) Stamp duty and Registration charges:

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

G) Outgoings and charges to be borne by the lessee:

1) **To be reimbursed by prospective lessee to HLL for installed equipments and services**

- a) The premises are provided with all modern electro mechanical gadgets for running of a modern office. HLL will maintain various equipment and facilities and charge for it at actuals on a month to month basis on the basis of the area put to lease.
- b) **Expenses for operation of services** like lift systems, switchgears, water and fire fighting pumps, electrical systems, ACB, VCB, Transformers, LT/HT panels, circuit breakers, backup generator systems, water supply systems, sanitary, plumbing and drainage systems, fire alarm and fire fighting systems, fire extinguishers, and all such electro mechanical installations and systems will be carried out by HLL. HLL will charge at actuals, the expenses on operation of such equipment on reimbursement basis. The claim of HLL will be final and binding. Any additional item if provided by HLL subsequently would be dealt in the same way.
- c) **Expenses on insurance of above systems** like lift systems, switchgears, water and fire fighting pumps, electrical systems, ACB, VCB, Transformers, LT/HT panels, circuit breakers, backup generator systems, water supply systems, sanitary, plumbing and drainage systems, fire alarm and fire fighting systems, fire extinguishers and all such electro mechanical installations and systems would be incurred by HLL. HLL will charge for the insurance at actuals, on reimbursement basis. The claim of HLL will be final and binding. Any additional item if provided by HLL subsequently would be dealt in the same way.
- d) **Expenses on all the consumables of any nature required** for satisfactory running of any of the above systems installed in the building would be done by HLL. These generally would include diesel for the generator, lubricants for the mechanical parts, starters for motors, contactors for motors, filters, belts, glands, brushes, batteries, gas, refrigerants for A/C., sealants, replacement of replacement of switches, MCB, ELCB, fuses, silica gel for transformers, certain maintenance equipment like volt meter, amp meter, megger, multi meter, refueling of fire extinguishers and any other worn out part required for running of the equipment. The consumption of these

items i.e. the quantity and periodicity of these items will be the sole prerogative of HLL and HLL would not be answerable to any of the queries on this subject by the lessee.

The expenses on these items would be incurred by HLL and would be chargeable on reimbursement basis. The claim of HLL will be final and binding. Any additional item if provided by HLL subsequently would be dealt in the same way. It would also cover items like chokes, starter, bulbs, tube lights, etc. but only for the common areas or for exterior portion.

HLL may decide to allow the Lessee to directly incur such expenses on any or all consumables, which are in the leased out area occupied by the lessee.

- e) Expenses on annual maintenance contracts of systems like lift systems, switchgears, water and fire fighting pumps, electrical systems, ACB, VCB, Transformers, LT/HT panels, circuit breakers, backup generator systems, water supply systems, sanitary, plumbing and drainage systems, fire alarm and fire fighting systems, fire extinguishers, and all such electro mechanical installations and systems would be incurred by HLL. HLL will charge for such Annual Maintenance Contract at actual, on reimbursement basis. The claim of HLL will be final and binding. Any additional item if provided by HLL subsequently would be dealt in the same way.
- f) Expenses on day to day repairs and other repairs of systems like lift systems, switchgears, water and fire fighting pumps, electrical systems, ACB, VCB, Transformers, LT/HT panels, circuit breakers, backup generator systems, water supply systems, sanitary, plumbing and drainage systems, fire alarm and fire fighting systems, fire extinguishers, and all such electro mechanical installations and systems would be incurred by HLL. HLL will charge for such day to day repairs, at actuals, on reimbursement basis. The claim of HLL will be final and binding. Any additional item if provided by HLL subsequently would be dealt in the same way.
- g) The replacement cost of the machines at the end of the life or when in non repairable condition would be on account of HLL.
- h) Expenses on services like cleaning of the common areas and outside area would be incurred by HLL. HLL will charge for such expenses, at actuals, on reimbursement basis. The claim of HLL will be final and binding.
- i) Expenses on security of the common areas would be incurred by HLL. HLL will charge for such expenses, at actuals, on reimbursement basis. The claim of HLL will be final and binding.
- j) Expenses on services like gardening, if applicable, would be incurred by HLL. HLL will charge for such expenses, at actual, on reimbursement basis. The claim of HLL will be final and binding.

- k) Expenses on services like pest control would be incurred by HLL. HLL will charge for such expenses, at actual, on reimbursement basis. The claim of HLL will be final and binding.
- l) Expenses on services like water tank cleaning would be incurred by HLL. HLL will charge for such expenses, at actual, on reimbursement basis. The claim of HLL will be final and binding.
- m) Expenses on services like plumbing and sanitary repair charges, sewage charges, and sullage maintenance charges, would be incurred by HLL. HLL will charge for such expenses, at actuals, on reimbursement basis. The claim of HLL will be final and binding.
- n) Other Services: Expenses on all other services as required/ if any, would be incurred by HLL. HLL will charge for such expenses, at actual, on reimbursement basis. The claim of HLL will be final and binding.
- o) Administrative expenses on the above and all out of pocket and recurring expenses including the supervisory charges for the maintenance etc. would be incurred by HLL. HLL will charge for such expenses, at actuals, on reimbursement basis. The claim of HLL will be final and binding.

2) **Property and other taxes:**

- a) 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 actuals calculated by HLL. The reimbursement to HLL would be made by the lessee.
- b) HLL would pay the taxes and outgoing and the reimbursement of the actual amount will be taken from the lessee.
- c) Outgoings of property and other Municipal taxes (on per sq.ft. basis) for the area given on lease like:
 - i) Property / Land Tax.
 - ii) Ground lease rent.
 - iii) Cess
 - iv) Levies
 - v) Municipal Tax.
 - vi) Local taxes (LBT etc.) levied by the local authority.
 - vii) Water Taxes.
 - viii) Sewage taxes.
 - ix) Any interest/ penalty which is accrued on the above which is not attributable to any action / inaction on the part of HLL
 - x) Service Tax payable on any item
- d) 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.

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

4) **Payable Directly to concerned agencies:**

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 (if separate bill received for piped supply) or for tanker water if purchased), and any other charges for actual consumption by the lessee to be paid directly to the supply agency. However, HLL 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.

5) **Payment terms for all outgoings:**

- a) The charges for outgoings and other expenses will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable for a period upto termination of agreement or handing over the premises back to lessor, whichever is later.
- b) All the outgoings being variable in nature will be counted at actual and the decision of HLL will be final and binding on the lessee. The actual amount as per bills / claim raised by HLL has to be reimbursed within 10 days of receipt of bill by Lessee.
- c) If any outstanding (including outstanding interest) is not paid by the due date of payment by the lessee, the same shall be liable to be paid along with interest thereon at 14.5% (quarterly compoundable interest) per annum from the due date thereof till date of payment without prejudice to the lessor's rights to the remedies as per law including his right to terminate the lease and lessee would have to vacate the premises within one month from receipt of such notice of termination from lessor.
- d) Any adjustment payment/ entries for a particular financial year would be done by HLL through additional bills, in the next financial year.

H) Replacement cost of machines:

- a) The replacement cost of the machines at the end of the life or when in non-repairable condition would be on account of HLL.
- b) HLL will ensure that to begin with, all the facilities will be in proper working conditions as it should be.

I) Structural and external maintenance:

- a) The structural maintenance would be on account of HLL.

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

- b) 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.
- c) The external maintenance would be on account of HLL, including external painting /cleaning. The quality/periodicity of the same would be decided by HLL.

J) Internal repairs and maintenance:

Any repairs inside the premises would be carried out by the lessee provided that they shall give one week advance notice in writing to the lessor before carrying out the repair works.

Such repairs to include replacing and reinstating floorings, partitions/ partition walls, ceiling, doors, windows, door and window shutters panes, flushing tanks and water closet and wash basins, locks and keys, electric and other fittings at lessee's own cost and expenses during the term hereby created to keep and maintain in good working condition the electric installations and the light and fan points and flushing tanks and the plumbing system provided that the lessee shall give one week advance notice in writing to the lessor before carrying out repair works.

Day to day cleaning and maintenance of space/ floor occupied by the lessee shall also be carried out by the lessee at his own cost and expenses.

The permission if any, from Statutory Authorities for all this work would be the responsibility of the lessee.

K) Interiors / furnishing/ fixed items already provided:

- a) The inventory list if any will be given by HLL for each floor.
- b) The lessee will have the liberty to carry out interiors and furnishing works at their own cost.
- c) The lessee will have the liberty to install necessary office equipments and

power lines for their functioning at their own cost.

- d) Modifications in the air-conditioning ducts will be allowed to the extent possible at lessee's own cost subject to the approval from HLL.
- e) All fixtures/ furniture, if any, to be returned in the same condition except reasonable wear and tear after the lease is over.

L) Installed electricity capacity

- a) Available & The details of the availability could be seen during inspection.
- b) Since there is adequate power load available for office purpose no additional power would be allowed. In case, HLL feels genuineness of the requirement of additional electricity based on the request of the lessee, then HLL may submit request for additional power. The entire procurement of the additional power will be at the cost of the lessee.

M) Permission to inspect:

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

N) Vacation:

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

O) Termination:

- a) In case of termination of this lease agreement and / or vacation of the premises by the lessee for any reason, the lessee shall hand over peaceful and clean possession of the premises to the lessor only.

- b) The Lessor/ Lessee shall have the right to terminate the lease at any point of time during the Lease period, by giving a written notice of three months subject to the condition of lock in period.

P) Essence of contract:

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

Q) Integrity pact

Bidder shall submit, the scanned copy of the Integrity Pact duly signed and stamped by authorized signatory in token of compliance in the Technical Bid.

R) Indemnity:

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

S) Governing Law and Jurisdiction:

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

T) Dispute Resolution:

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

The arbitration will be conducted as per the Indian Arbitration and Conciliation Act, 1996 and its amendments. The arbitral tribunal shall comprise of a sole

arbitrator who shall be appointed by HLL. The place of arbitration shall be Mumbai.

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

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

2. Settlement of dispute between Govt. Dept./ Public Sector Undertaking:

If the Lessee is a PSU or Enterprise or is a Govt. Department, any disputes or differences between the Lessee and HLL hereto, in suppression of the provisions of Arbitration in the clauses above, the Permanent Machinery of Arbitration as per applicable DPE Guidelines shall be invoked. The Arbitration Act shall not be applicable to the arbitration under this clause.

The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

3. Notwithstanding the pending settlement of dispute, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.

“Technical Bid”
“To be placed in Envelope No. I”

Senders name & address:

Dated : _____

To,
The Deputy Vice President,
UTI Infrastructure Technology And Services Limited
Ground Floor,
UTI Tower,
Bandra Kurla Complex,
Bandra (East),
Mumbai – 400051

Sir,

Technical Bid for taking Office Premises on lease
basis at HLL

I/We refer to the advertisement released by UTIITSL/HLL in the press on and I/We/ the undersigned am/are submitting this offer (as a Bid in a sealed envelope) personally, by depositing in the Tender Box kept at UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai 400051, to take on lease, the above mentioned premises on the terms and conditions as mentioned in the bid document prepared by UTIITSL and as available on the website www.utiitsl.com and www.lifecarehll.com.

I / We are a bonafide user and require this for my/our own use or for the use of M/s. _____ whom I/ We represent. The authority letter/ Power of Attorney from the agency, I/ We represent is enclosed.

The details of the bidder is as under:

Sr. No	Description	Details (as applicable)
1	Name of Company	
2	Address	
3	Contact Details:	
	(a) Name of the contact person.	:
	(b) Telephone no. with STD code	
	(c) Mobile No.	:
	(d) Fax No.	:
	(e) e-mail	:
4	PAN No. (enclose copy)	
5	Type of the bidder: A) A private business entity, limited company or limited liability partnership or partnership etc. B) Indian Government Company or a Public Sector Undertaking or a Public sector Bank. C) Indian/ State Government Department or Ministry or Body.	
6	Company Registration details: (enclose certificates):	

7	Activities of the bidder.	
8 (a)	<p>Nett Profit for last 3 years:</p> <p>a) 2012-2013</p> <p>b) 2013-2014</p> <p>c) 2014-2015</p> <p>[Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]</p>	
(b)	Average net profit for last 3 years. [Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]	
(c)	Whether the Company is a compliant company under the Companies Act and other applicable Acts. (Declaration to be given by Company Secretary)	
(d)	Has the Company defaulted in payment of its statutory dues at any point of time. (Declaration to be given by Company Secretary)	
(e)	Names of Directors/ Partners (as the case may be)	
(f)	Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI?	
9	Validity of bid: Confirm validity of atleast 120 days after date of opening of the technical bids.	

10	Power of Attorney as the case may be (to be submitted)	
11	Duly Signed and stamped copy of Integrity Pact. (to be submitted as offline document)	
12	Any Other information or remarks which the bidder thinks is appropriate to disclose as per the transparency norms may be mentioned here.	

13. We intend to bid for:

Floor	Total Area. (A and B) In sq.ft. (C)	Bidding for
Fourth floor South side	1664.73	Yes / No
Fourth floor North side	1760.93	Yes / No
Third floor South side	1664.73	Yes / No
Third floor North side	1760.93	Yes / No
Second floor South side	1602.00	Yes / No
Second floor North side	1650.18	Yes / No
First floor South side	1602.00	Yes / No
First floor North side	1650.18	Yes / No

NO PRICE IS TO BE INDICATED HERE

PLEASE DO NOT QUOTE ANY THING RELATING TO FINANCIAL BID HERE.

Undertaking by bidders:

I/We understand that:

1. I am / we are aware that HLL/ UTITSL will not pay any brokerage in the transaction to me or any of my agent or representative.
2. **No financial indication for the premises has been given in the Technical Bid.**
3. All payments would be made through demand draft/ bankers cheque payable to HLL Lifecare Ltd., Navi Mumbai in connection with the lease.
4. I / We am / are also aware that any alteration / addition / omission in this bid may render the same invalid and HLL may not seek any clarification.
5. I / We confirm having fully inspected the property and photocopies of available documents and have made all enquiries from the Municipal and other local authorities concerned. Being satisfied with the enquiries I/We am /are making the bid and would not make any objection after submission of the bid.

I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and UTI ITSL/HLL, concerning and/or relating thereto and/or relating to the above mentioned premises, Civil Courts in Mumbai shall have exclusive jurisdiction.

6. I am / we are aware that this sub lease is subject to permission / N.O.C. or consent if any required to be obtained for the same from CIDCO or any other authorities by HLL.
7. If at any time the performance in whole or in part by HLL of any obligation of the terms and conditions of this tender is prevented or delayed by (a) restriction on the lease of the property imposed by any statutory authority and / or by reason of any delay in obtaining requisite permission/N.O.C. from any authority and/or, the process gets terminated, I/We shall not have any claim for damages or any relief against HLL in respect of the non-performance in this case.
8. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the agreement.
9. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.

10. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF EMD/ SD

Name of the beneficiary : _____

Name of the Bank : _____

Place payable at :

Account Type (SB/CA etc.) :

Account No. :

PAN No. : _____

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

Signature of the Bidder : _____

Name in BLOCK Letters: _____

Date: _____