



**National Highways & Infrastructure Development Corporation Ltd.  
(Under Ministry of Road, Transport & Highways, Govt. of India)**

**Name of Work: Notice Inviting Bid for Lease of Office Premises of  
Executive Director (P), Regional Office, NHIDCL, Siliguri,  
West Bengal**

**BID DOCUMENT**

**July 2025**



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**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**

**NOTICE INVITING TENDER**

**Name of work:** Notice Inviting Bid for Lease of Office Premises of Executive Director (P), Regional Office, NHIDCL, Siliguri, West Bengal.

1. Sealed bids are invited under Two Bid System i.e. Technical Bid and Financial Bid. NHIDCL requires accommodation on lease of minimum 2500 Sqft carpet area (approx) for office of the Executive Director (P), Regional office for 3 years and extendable for further three tenures, two of three years and other one of 2 years 11 months making total lease period as 11 years 11 months. Last date for the receipt of complete tenders in the office of undersigned is 18.08.2025 upto 1300 Hours.

| Name of work   | Min Carpet Area | Cost of Documents | EMD/Bid Security | Period of Contract |
|--|-----------------|-------------------|------------------|--------------------|
| Hiring of Accommodation for opening of the Office of Executive Director (P), (Regional Office) of NHIDCL at Siliguri, West Bengal. | 2500 Sqft       | Rs. 500/-         | Rs. 10,000/-     | 03 Years           |

2. Interested Companies/Firms/Agencies/Individual may submit the bid document(s) duly complete with all respect along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft pledged in favour of **NHIDCL Establishment Account RO-Siliguri** payable at **Siliguri** and other requisite documents on or before 18.08.2025 by 1300 (Hours) to the office of Executive Director (P), RO-Siliguri, Unit-402, Quantum Building, Matigara, Siliguri-734010. No bid shall be entertained after the deadline under any circumstances whatsoever.

3. The Technical Bid of bidders will be opened at 1500 (Hours) on 19.08.2025 in the presence of bidders/authorized representative of Bidders.

4. Every page of Technical as well as Financial Bid should be duly signed by the bidder. NHIDCL reserves the right to accept or reject any bid if it is not duly signed.

5. NHIDCL reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to accept or reject any or all the bids without assigning any notice or reason whatsoever and without incurring any liability to the effected bidders. The decision of the National Highways and Infrastructure Development Corporation Limited, RO-Siliguri in this regard shall be final and binding on all.

6. The Bid document can be downloaded from the website [www.nhidcl.com](http://www.nhidcl.com) from 26.07.2025 up to 16.08.2025 (1300 Hrs).



7. The document fee will be accepted in the form of DD in favour of **NHIDCL Establishment Account RO-Siliguri** payable at **Siliguri** (Non-Refundable).
8. The bidders should go through the terms and conditions and other details which are attached as Annexure-I, II & III.
9. Schedule of tendering Process is given below:

| Sl. No. | Description   | Period                |
|---------|---|-----------------------|
| 1.      | Date of issue of NIT                                      | 26.07.22025           |
| 2.      | Date of Sale of Bid Documents                             | 26.07.2025 onwards    |
| 3.      | Date of close of sale of Bid Documents                    | 16.08.2025 (1300 Hrs) |
| 4.      | Last Date of submission of Bid (hard copy)                | 18.08.2025 (1300 Hrs) |
| 5.      | Date of Opening of Technical Bids                         | 19.08.2025 (1500 Hrs) |
| 6.      | Date of Opening of Financial Bids of Qualified Applicants | Would be Intimated    |
| 7.      | Validity of Bid   | 60 Days               |

**General Manager (Admin/HR)**  
RO-Siliguri  
Unit- 402,Quantum Building,  
Matigara, Siliguri-734010  
Email: edp-siliguri@nhidcl.com



## NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

**Name of work:** Notice Inviting Bid for Lease of Office Premises of Executive Director (P), Regional Office, NHIDCL, Siliguri, West Bengal.

Sealed bids in the form of techno-commercial bids are invited from the owners who have “ready to move in” premises and can handover such premises, free from all encumbrances; immediately to NHIDCL on lease for a period of for 3 years and extendable for further three tenures, two of three years and other one of 2 years 11 months making total lease period as 11 years 11 months.

### 1. Scope of work:

NHIDCL invites bids for hiring minimum 2500 sqft carpet area approx. having facilities of sufficient space with attached toilets, kitchen etc. and other necessary amenities on lease basis for 3 years and extendable for further three tenures, two of three years and other one of 2 years 11 months making total lease period as 11 years 11 months.

### 2. Submission of bid

The offer/ proposal should be submitted in two separate sealed covers consisting of:  
(i) Technical proposal in the specified format as at *Annexure -I* along with attested photocopies of PAN No. of the owner and documents in support of ownership title of the property and

(ii) Financial proposal in the specified format as at *Annexure-II*.

Both these covers should be super scribed as “Technical Proposal” and “Financial Proposal” respectively and should be kept in one sealed cover marked “BIDS FOR PREMISES AT .....”.Bids not received in the prescribed pro-forma will be liable to be rejected.

### 3. Evaluation of bids

A minimum score of 70 (out of 100) is required for qualifying in technical bid evaluation based on the following criteria:-

| SN | Particulars  | Marks |
|----|--|-------|
| 1  | Suitability of location (Should be located within 7 Kms form State Guest House, Siliguri, Govt. Of West Bengal): | 20    |
|    | Address of the building indicating its location, municipality:   |       |



|    |  |    |
|----|--|----|
|    | Ward No. locality & other identification marks, such as Dag No., Patta No. etc.  |    |
| 2  | Plan of building and area to be leased:  | 05 |
|    | A copy of the sanctioned of the building including   |    |
|    | NOC (with seal and signature of Municipality Authority) showing various dimensions, wall thickness, land boundaries, compound wall etc. (Drawing/Plan shall be submitted with signature of both house owner and authority. |    |
| 3  | Year of construction of the building & type of building  | 5  |
| 4  | Area of vacant land to be used by the company<br>No of Car Parkings (Minimum 3)  | 5  |
| 5  | Water supply: whether running water supply is available through out the year or not;<br>Suitability of water for drinking should also be indicated.  | 5  |
| 6  | Air conditioning System for complete building available or not   | 20 |
| 7  | Type of sewerage   | 5  |
| 8  | Electricity: Whether surface or concealed wiring;  | 10 |
| 9  | Fencing/compound wall: Is there any proper fencing/compound wall.  | 10 |
| 10 | Basic furnishing and fixtures including Fans, Lights etc.  | 15 |

Only those bids which qualify technically (minimum of 70 marks out of 100) would be considered for financial evaluation.

100 marks will be awarded to bidder having highest marks in technical evaluation, pro-rata marks will be awarded to all other bidders on the basis of L-1.

The final evaluation will be done on the basis of Quality & Cost based selection system (QCBS) i.e 70% weightage for technical qualification and 30% weightage for financial



parameters.

4. **Resolution of dispute**

In case of dispute, the decision of Executive Director (P), NHIDCL, RO-Siliguri (W.B) shall be final.

5. **Payment**

The Rent will be payable from the date of handing over vacant possession of the premises to NHIDCL and will be payable monthly on submission of invoices through cheque/ECS/RTGS/NEFT transfer within 15 days. However, in unforeseen circumstances, if the rent is not paid on time, NHIDCL will not be liable for payment of interest for late payment of rent.

6. **TERMS AND CONDITIONS:**

- a. The premises free from all encumbrances shall be made available for a period of for 3 years and extendable for further 3 tenures, two of three years and other one of 2 years 11 months making total lease period as 11 years 11 months from the date of handing over vacant possession on agreed amount of rent.
- b. NHIDCL shall be at liberty to vacate the premises at any time during the currency of lease by giving three month's advance notice in writing, without paying any compensation for earlier termination of lease term.
- c. Responsibility for obtaining the required permission to use the leased accommodation for Office of NHIDCL shall remain with the owner of the premises i.e lessor.
- d. All existing and future/enhanced Municipal Corporation taxes, rates and cases will be paid by the owner. Fees/Renewal fees towards obtaining NOC from COMPETENT LOCAL AUTHORITY for office use of the premises will be borne by the owner.
- e. The proposed premises should be located within 7 Kms form State Guest House, Siliguri, Govt. Of West Bengal and the building offered should be ready to be occupied.
- f. The building in which space is offered should have easy and convenient approach and should have adequate parking space. Parking facilities should be made available on 24\*7 basis and should be provided in the same building premises.
- g. The building should be operative 24x7 so that the office work beyond normal working hours and on non-working days is not hampered or stalled.
- h. The independent building will be given preference so that the office premises can be easily setup.



**e. Maintenance / Repairs:**

- (i) NHIDCL shall bear actual charges for consumption of electricity and water. The owner shall undertake to provide separate electricity / water meters for this purpose.
  - (ii) All repairs including annual/periodical white washing and annual/periodical painting will be got done by the owner at his/her/their cost. In case, the repairs and/or white/colour washing is/are not done by the owner as agreed now, NHIDCL will be at liberty to carry out such repairs white/colour washing, etc. at the owners' risk and cost and shall be deducted from the rent payable.
- f. Service Tax and other statutory taxes, if any, shall be borne by the owner.
- g. Offers/Proposals from agents / brokers will not be accepted.
- h. The format for the bidding document may be collected on payment of cost of bid document in the form of DD in favour of **NHIDCL Establishment Account RO-Siliguri** payable at **Siliguri** from the Office **General Manager (Admin/HR)**, RO-Siliguri, Unit-402, Quantum Building, Matigara, Siliguri-734010
7. **Last Date of submission:** The tender complete in all respects should reach the office of the **General Manager (Admin/HR)**, RO-Siliguri, Unit- 402, Quantum Building, Matigara, Siliguri-734010 by 18.08.2025 upto 1300 hrs.
8. **Opening of Tender:** The Technical Bids shall be opened at 1500 hrs on 19.08.2025.
9. NHIDCL reserves the right to reject any or all of the tenders without assigning any reason.
10. Conditional bids will be rejected straight away. The successful bidder will be required to sign the formal contract agreement within 07 days of issue of letter of award.
11. Draft Rent agreement Enclosed as Annexure-III.
12. Any change or amendment to this notice will be posted on the company website [www.nhidcl.com](http://www.nhidcl.com) only.



## Format for TECHNICAL BIDS

|                |  |  |
|----------------|--|--|
| <b>Subject</b> | Hiring of space on lease basis for NHIDCL Regional Office at Siliguri, West Bengal |  |
|----------------|--|--|

| S. N | Particulars   |  |
|------|---|--|
| 1    | Address of the building indicating its location, municipality: ward no. locality & other identification marks, such as Dag No., Patta No. etc.  |  |
| 2    | Property taxes if any paid by the house owner indicating the year and month:<br>(Photocopy of latest tax receipt to be enclosed).   |  |
| 3    | Whether land purchased is leasehold duly signed in all the pages by the owner to be enclosed.   |  |
| 4    | A copy of the sanctioned plan of the building including:  |  |
| 4.1  | NOC (with seal and signature of Municipality Authority/ Local administration) showing various dimensions, wall thickness, land boundaries, compound wall, parking space etc. (Drawing/Plan shall be submitted with signature of both house owner and authority. |  |
| 4.2  | In the drawing, occupied/to be occupied portion shall be hazed  |  |
| 4.3  | A key plan of land showing position of existing building and area occupied at all the floors  |  |
| 5    | Year of construction of the building & Type of building   |  |
| 6    | Area of vacant land to be used by the company   |  |
| 7    | No of Car Parkings  |  |
| 8    | Services Provided   |  |
| 8.1  | Water supply: whether municipal running water supply is available through out the year or not;  |  |
| 8.2  | Suitability of water for drinking should also be indicated.   |  |
| 8.3  | Type of Heating System for complete building  |  |
| 8.4  | Type of sewerage  |  |
| 8.5  | Electricity: Whether surface or concealed wiring  |  |
| 8.6  | Power Back Up arrangement   |  |
| 8.7  | Drains: Type of drains provided   |  |
| 8.8  | Fencing/compound wall:  |  |
|      | Is there any proper fencing/compound wall:  |  |
| 8.9  | List of basic Furnishing and fixtures including Fans, Geysers, ACs etc.   |  |

I / We declare that I am/we are the absolute owner of the plot / building offered to you and having valid marketable title over the above. Copy of valid title deed along with map is enclosed with proposal.

Signature of Property/House/Building owner along with name



FINANCIAL BID

**Subject: Notice Inviting Bid for Lease of Office Premises of Executive Director (P), Regional Office, NHIDCL, Siliguri, West Bengal.**

I/We, refer to your advertisement dated ..... in ..... (here mention name of the newspaper/website) and offer to give you on lease the premises described here below for your Office i.e. Office of the Executive Director (P), Regional Office, NHIDCL, Siliguri (West Bengal).

**Rent payable at the following rate:-**

| Total carpet area offered for rent / lease:<br>Amount quoted (excluding G.S.T) in Rs. | Amount in<br>figure | Amount in<br>words |
|---|---------------------|--------------------|
|   |                     |                    |

I/We undertake to execute an agreement to lease/regular lease deed, in your favour containing the mutually accepted/sanctioned terms of the lease within the stipulated time frame. I/We undertake to bear the entire charges towards stamp duty and registration of the lease deed

Signature of Property/House/Building owner along with name



**(STANDARD RENT AGREEMENT FORMAT)****RENT AGREEMENT**

LEASE PERIOD

AVERAGE RENT

CALCULATON =

A) STAMP DUTY @ 2% + GST @ 18% =  
(may differ from State to State)

B) STAMP ON SECURITY DEPOSIT =

TOTAL STAMP DUTY (A+B) =

STAMP DUTY PAID =

WHEREAS the Lessor had granted the lease of the demised premises located .....  
 ..... measuring square feet chargeable area in the Lessor's building known  
 as

vide a Registered Lease Deed  
 dated ..... registered as Registration no. .... (hereinafter referred to as the  
 'Principal Lease Deed'], for a period of three years ending ..

AND WHEREAS the Lessor has agreed to grant/renew/extend the lease of the  
 Demised Premises for another term of three years w.e.f. ....

The rent shall be increased by 4% for each year.

**BY AND BETWEEN**

....., ..... Person/company registered under the Indian Companies Act, 1956  
 with its registered office at ..... (hereinafter called 'the Lessor', in which  
 expression is included unless such inclusion is inconsistent with the context, its  
 successors or assigns of the one part), through its authorized signatory, duly  
 empowered by the Letter of Authorization dated

AND



National Highways & Infrastructure Development Corporation Ltd., (NHIDCL) a Government of India Undertaking set up for the purpose of constructing/ up-grading/ widening of National Highways in parts of India which share international boundaries with neighboring countries, and having its registered office at \_\_\_\_\_, (hereinafter called the 'Lessee' in which expression is included unless such inclusion is inconsistent with the context, its successors and permitted assigns) of the other part, through its authorized signatory,

WHEREAS the Lessor is the absolute and legal owner of the premises bearing \_\_\_\_\_ (hereinafter called the 'Premises') which is more particularly described in Annexure-I

WHEREAS NHIDCL offered to take on lease office space at \_\_\_\_\_ vide their letter dated \_\_\_\_\_ and enter into a "Lease Agreement" in respect of a portion of premises situated at \_\_\_\_\_

AND WHEREAS \_\_\_\_\_ communicated its acceptance to lease out \_\_\_\_\_sq. ft. of carpet area

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- (1) In consideration of the rent hereby agreed and the performance of the covenant on the part of the Lessee hereinafter contained, the Lessor being the perpetual lessor doth hereby demise up to the Lessee and shown in blue in the site plan attached as schedule 1 hereto and hereinafter referred to as the "Premises". The Lessor shall also permit the Lessee the use of the fitting and fixtures, the water closets, lavatories and other convenience in the Premises (the "fixtures"), together with the right for the Lessee, its servants, employees, visitors, customers and all other persons authorized by the Lessee, to use in common with the Lessor and the tenants and occupiers of other portion of the said building and all other persons authorized by the Lessor, the entrance, doorways entrance halls, staircases, landings, lobbies and passage in the said portion of \_\_\_\_\_sq. ft. carpet area on the \_\_\_\_\_ building, hereby let for the purposes of ingress thereto and egress there from to hold the Premises unto the Lessee from \_\_\_\_\_, for a term of 11 years 11 months paying therefore unto the Lessor during the said term monthly and proportionately for any part of a month the rent @ \_\_\_\_\_ as detailed hereinafter by the seventh day of each English calendar month in advance and upon condition of the performance by the Lessee of the agreement on the part of the Lessee hereinafter contained and the rent shall be increased by 4% of principle rent each year irrespective of the renewal & other charges as per actuals thus the rent shall now be as under
- (2) The Lessee shall have an \_\_\_\_\_ on to renew the lease for two tenures of 3 years each and one tenure of 2 years 11 months after expiry of the initial period of 3 years beginning \_\_\_\_\_, making the total lease period as 11 years 11 months. The Agreement shall be renewed on the same terms & conditions which will be registered again in the office of Sub-Registrar, \_\_\_\_\_. The rent shall be increased by 4% for each year.



(i) The monthly Rent payable are as under:-

(3) ..... shall provide 3 car-parking space (..... Covered.....Uncovered) to NHIDCL in the area of building.

(4) The Lessee hereby covenants with the Lessor as follows:-

(a) To pay the reserved rent on the days and in the manner aforesaid:-

(b) The Lessee shall be responsible for payment of Electricity Charges to the .. ... as against the electricity connection in the Name of .....for the said premises. The Demised Premises already has the electricity power load connection in the name of Lessee inside the premises.

(c) (i) The Lessee or Lessor can terminate the lease by giving an advance written notice of 3 months to the Lessor, and the Lessee or Lessor shall immediately on the expiry of the notice period be liable to vacate the Premises and hand over the possession to the Lessor In terms of Clause 2(o) hereafter mentioned.

(ii) After the expiry of lease term of 11 years 11 months, the Lessee and the Lessor would have the ..... to enter into fresh lease for further period(s) at mutually agreeable terms, only upon execution of a fresh lease deed incorporating fresh lease terms. In the event of non agreement over the fresh rent and terms & conditions the lessee shall be bound to vacate the premises without any further notice to the lesse.

(d) The Lessee will pay to the Lessor a lump sum amount of Rs..... towards interest free security deposit equivalent to Two (2) months monthly rental vide .....

(e) The Lessee shall always be liable to keep the interior of the Premises in good tenantable repair and condition (reasonable wear and tear and damage by fire, earthquake, tempest or other acts of God or inevitable accidents or by irresistible force always excepted);

(f) The Lessee shall have the right to refurbish the interior of the Premises to suit its requirement but the Lessee shall not be permitted to carry out any structural modifications in the Premises, without the prior consent of the Lessor. The Lessee shall also be permitted to install racks, partitions equipment(s) and fixtures and fittings of a temporary nature inside the Premises as it may require for its business and to remove such racks, partitions, equipment and fixtures and fittings on the expiry of this lease or earlier determination thereof, but without causing any damage to the Premises of the Lessor and if any damage is caused to the Premises or to the building as a result of such installation or removal, the Lessee shall repair and make good such damage at its own cost and expense;

(g) The Premises, hereby given for use, shall only be used for carrying on the normal lawful business activities of the Lessee. The Lessee has further agreed that the Premises shall be used by it only for the purpose aforesaid and for no other purpose whatsoever and that no change of use shall be made by it in respect of the Premises. The lessee shall not sublet, part with possession,



transfer, encumber, charge or assign the Premises or any part thereof.

- (h) The Lessee shall not claim access to any part of the building except the Premises, The Lessee, its employees, servants, agents, clients, visitors etc. shall use only the main entrance;
  - (i) To deliver the Premises at the end of or sooner determination of the tenancy, subject to clauses contained in the agreement, together with the Lessor's Fixtures in such tenantable repair, order and conditions as consistent with the Agreement on the part of the Lessee and conditions herein contained (reasonable wear and tear and damage by fire, earthquake or tempest or other acts of God or inevitable accidents or by irresistible force always.
  - j) The Lessee shall ensure that the lavatories and water supply apparatus used by the Lessee, its servants, employees and visitors are properly maintained, kept in good repair and used only for the purposes for which they are designed in a proper manner and that they are not damaged or misused by the Lessee or its servants, employees or visitors;
  - (k) That the Lessee shall be permitted to display a neon/ LED signboard of 8ft X 4 ft on the boundary/ compound wall of the .....premises ..... The Lessee shall be responsible to pay the advertisement tax or any other charges levied by the municipal or other local authorities without any recourse to the Lessor;
  - (l) On the expiry by efflux of time or otherwise or sooner determination of this lease or on this lease coming to an end for any reason whatsoever, neither the Lessee nor its agents, servants or employees shall have any right to continue to be or to enter upon the premises or any part thereof nor to keep any of its or their things or belongings therein or thereon forthwith. The Lessee shall remove itself, its agents, servants and employees and its and their things and belonging from the Premises and shall leave the Premises and all the fixtures in good, clean and tenantable repair and condition in accordance with the stipulations herein contained, normal wear and tear excepted;
- (5) Without prejudice to all and any of the covenants, duties and obligations of the Lessee as described above, the Lessor hereby covenants with the Lessee as follows:
- (a) The Lessor shall pay all taxes/cesses levied on the premises by the local or government authorities in the way of property tax, municipal taxes or any other taxes/ charges for the premises and so on.
  - (b) The Lessor should be registered under GST Act and charge GST on rent amount; lessee would pay GST to the lessor only when a proper GST compliant invoice clearly mentioning the Invoice No, Date of Invoice, Rent amount, Rate of GST, HSN Code/ SAC is raised by them
  - (c) Lessee would deduct TDS on the amount paid to lessor as per the rates in force.
  - (d) GST/ Service Tax and other related tax imposed and enforced from time to time



on rent shall be paid by NHIDCL. Any increase by the Government in the existing rate of service tax or introduction of such tax on maintenance services as currently applicable, shall be borne by NHIDCL.

- (e) To keep the outer walls, roof and structure of the said building and of the Premises and the water and drainage mains and pipes and sewerage lines thereof in good working order and condition and also to keep the main line of electricity supply of the building in good repair and conditions;
  - (f) That if the Lessee shall punctually pay the rent and observe and perform the Agreement on the part of the Lessee and conditions herein contained, the Lessee shall quietly enjoy the Premises during the lease period without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor;
- (6) It is hereby mutually agreed between the parties as follows:-
- (a) It is declared and agreed by the Parties that an interest free Security Deposit equivalent to Two (2) months monthly rental amounting to a sum of .....has been paid by the Lessee to the Lessor on .....the Premises which shall remain with the Lessor. The Lessor agrees and undertakes to return / refund the interest free security deposit to the Lessee on the expiry of this Lease Agreement or if earlier determined, in terms of clauses 6(c) hereunder against the Lessee surrendering to the Lessor the use and enjoyment of the Premises. The security deposit will not be adjusted against any of the rent due to be paid by the lessee to the lessor.
  - (b) The Lessor agrees and undertakes with the Lessee that during the subsistence of the Lease Agreement and this Agreement, the Lessor shall not do, permit or suffer to be done anything whereby the right of the Lessee under this Agreement including the timely refund of the Security Deposit is adversely or prejudicially affected, avoided or extinguished.
  - (c) If however upon expiration of the Lease Agreement or its sooner determination, the Lessee peacefully surrenders the use and enjoyment of the Premises and gives quiet vacant and peaceful possession thereof to the Lessor, in good condition (normal wear and tear excepted). The Lessor shall refund Security Deposit after settling any dues/ any deductions mutually agreed upon by both parties. If however, the Lessor shall fail to refund the remainder Security Deposit for the Premises within 1 (one) month of handing over of vacant possession of the Premises by the Lessee, then, in such an eventuality, the Lessee will be entitled to interest on the Security Deposit at the applicable bank rate on fixed deposit as prevalent at that time till such time as the Security Deposit is refunded.
  - (d) In the event of the Premises or any part thereof being requisitioned or acquired by the Government, the Municipality or any other local or public body or authority during the period of this lease, this lease shall thereupon come to an end either as to the whole of the Premises or part thereof, as the case may be and neither party shall have any claim for compensation or otherwise against the other, except any claim which might have arisen prior to the lease so coming to an end;



- (e) The Lessee and its employees shall have access to the premises 24 hours a day for 365 days in a year only subject to any limitation imposed by the Government from time to time;
- (f) The Lessee agrees that the Lessor and its agents, shall not be liable for any loss or destruction of or damage to the property of the Lessor;
- (g) The Lessor shall not be liable for any loss of life or any injury or damage to persons or property resulting from fire, explosion, falling plasters, steam, gas, electricity, water, rain or leakage from any part of the building, or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to the willful, negligence of the Lessor, its agents, servants or employees, nor shall the Lessor or its agents be liable for any such loss, injury or damage caused by other persons in the building or other operations in the neighborhood.
- (h) The Lessee shall not move any heavy machinery, equipment, freight bulky matter or fixtures in and out of the building which may cause damage to the Premises or the building without first obtaining the Lessor's written consent. The Lessee shall hold the Lessor indemnified against all loss and damages sustained by any person or property as a result of such movement and in settlement of any claim or any damage or monies paid out by the judgment as well as legal costs incurred in connection therewith, and all costs incurred in repairing any damage to the Premises or the building of its appurtenances;
- (i) The Lessor shall have the right to enter the Premises, only subject to written intimation either by e-mail or letter minimum 24 hours in advance, at all reasonable times subject to the convenience of the Lessee, to examine the premises or to make thereto such repairs, alterations, improvements and additions as the Lessor may deem necessary or desirable, and the Lessor shall be allowed to take all material into and upon the Premises that may be required therefor, without the same constituting an eviction of the Lessee in whole or in part, and the rent reserved shall not abate while the said repairs, alterations, improvements or additions are being made by reason of loss or interruption of business or otherwise, subject, however, that the time taken therefore should be reasonable. If, however, major repairs are carried out and the Lessee is not allowed the use of the Premises in whole or in part for a period beyond 7 days, the Lessee will not be liable for rent/service charges for the said period. The period of 7 days shall be calculated from the day the repair work starts and not before. The Lessor shall give due consideration to the Lessee's business and attempt not to interrupt the business of the Lessee and shall make best efforts to ensure that the Lessee is not inconvenienced in any way, unless repairs/alterations are of an urgent nature;
- (j) The Lessee shall not store any unauthorized articles of combustible or hazardous nature on the Premises and shall not expose the Premises to the risk of fire or other similar accidents;
- (k) The Lessee shall not use the Premises or any part thereof nor permit the same to be used for any illegal, immoral or improper purposes, nor cause, permit or suffer to be done upon the Premises or any part thereof anything which may offend against any law, notification, rules or regulations made by the



Government, the municipality or any local or public body or authority or which may become a nuisance or annoyance or cause damage to the Premises or any part thereof or the building the occupiers thereof or to the adjoining premises or occupiers thereof or which may prejudicially affect the interest of the Lessors;

- (l) The Lessee shall, without demur or protest, reimburse the Lessor immediately upon demand, for the reasonable cost of replacing any Fixture, if such damage is attributable to some act or default of the Lessee, its employees, agents, clients/ vendors; The demised premises are on as-is-where-is basis. In case of any repair or maintenance to the existing electronic and electrical equipment provided for the Lessees regular operations, provided at the office premises will be borne by the Lessee
  - (m) The Lessor shall not be under any liability whatsoever to the Lessee, its servants, employees, agents, clients, visitors or to any person whomsoever in respect of any loss or damage, whatsoever, sustained by the Lessee or such other person as aforesaid, caused by, or through, or in any way owing to the electricity supply cables, main pipes, drainage, lifts, overflow of water etc., from any offices or premises in the building, unless such loss or damage is caused by willful negligence on the part of the Lessor or any of its employees or because of any structural defect in the building;
  - (n) Notwithstanding anything contained in this Agreement, the security of the Premises and the fixtures, fittings, goods, articles and things therein shall be the sole responsibility of the Lessee and the Lessor will not be liable for any loss of or damage to the Fixtures and the articles, things and belongings of the Lessee and/or its employees, servants, agents and visitors in the Premises;
  - (o) If any time during the lease the Premises is destroyed or damaged by fire, tempest or any other act of God or by irresistible force so as to become unfit for habitation and use for the purpose of the Lessee then (provided the money payable under any policy of insurance shall not have become irrecoverable through any willful act or default of the Lessee or its agents, servants or employees), without prejudice to the rights of the Lessee under the Transfer of Property Act, 1882, to avoid this lease if the Lessee so elects to do, the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises shall have been again rendered fit for habitation and use;
- (7) It is expressly agreed by and between the parties hereto as follows:
- (a) The Lessor shall not be bound by any representations or premises with respect to its appurtenance, or in respect of the Premises, except as herein expressly set forth with the object and intention that the whole of the Agreement between the Lessor and the Lessee shall be as set forth herein, and is not modified by any discussions or correspondence which may have preceded the signing of this Agreement;



- (b) Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. at the respective addresses of the parties mentioned above and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;
- (d) If the Premises or the common use areas shall be partially damaged by fire or other cause without the fault or neglect of the Lessee or its servants, employees, agents or visitors the damage shall be repaired by and at the expenses of the Lessor, and until such repairs have been made, a proportionate part of the rent according to the part of the Premises or the common areas and services which are not usable by the Lessee, shall abate and cease to be payable.
- (e) The stamp duty and registration charges payable in respect of this lease and a duplicate thereof shall be borne and paid for by the Lessor and the Lessor shall be entitled to retain the original Lease and the Lessor the duplicate thereof;
- (8) This Deed shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Siliguri shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Deed.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first herein above written.

Witnesses :

1.

For

(.....)

Authorize  
LESSOR

Signatory

2.

For NATIONAL HIGHWAYS &  
INFRASTRUCTURE DEVELOPMENT  
CORPORATION LTD.