



**National Highways & Infrastructure Development Corporation Limited
(A PSU undertaking of Ministry of Road Transport & Highways)**

Request for Proposal (RFP)

for

Invitation of Bid

for

**Office Accommodation for
Site Office at Jogighopa**

September, 2020

**Deputy General Manager (P)
NHIDCL, PMU-Dhubri, Assam, 783324
Tel. No. 9707558003
Email: bodhubri@gmail.com**

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Notice Inviting Tender

NIT No.: SO-Jogighopa/Estb./Office Accommodation/01

Date: 02.09.2020

National Highways & Infrastructure Development Corporation Limited (Undertaking of Ministry of Road Transport & Highways) invites bids [Single Stage (RFP) process containing Technical and Financial Bids] from Property Owners/Developers/Builders for hiring of Office Accommodation in Jogighopa, Assam on lease basis, for a period of 36 months for NHIDCL, Site Office (SO), Jogighopa, Assam with the following details:

Office Name	Bid Security	Carpet Area (Sqmt)	Cost of Document	Period of Contract	Bid validity
Site Office (SO), NHIDCL Jogighopa, Assam	Nil	100 sqmt	1000/-	36 Months	120 days

1. The Request for Proposal (RFP) including Letter of Invitation (LOI) and Terms of Reference (ToR) is available online on Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>. The document can also be downloaded from NHIDCL website (www.nhidcl.com) or can be obtained from office of the undersigned. The detail of Bid Security (amount and form in which it is to be deposited) is also specified in the RFP.
2. Bid must be submitted online at Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in> on or before **24.09.2020 (upto 15:00 hrs IST)**.
3. The schedule of tendering process is given below:-

Sr.No.	Description	Period
1	Date of issue of NIT	02.09.2020
2	Last Date for online submission of documents	24.09.2020 15:00 Hrs.
3	Last date of submission of Bid (Hard copy)	24.09.2020 (15:00 hrs)
4	Date of Opening of Technical bids	25.09.2020 (15:30 Hrs)
5	Date of opening of Financial bids of Qualified Applicants	26.09.2020 (17:00 Hrs)

Note: The prospective bidders need to possess the required documents/DSC for participating in the e-Tendering process through the Central Public Procurement Portal (e-Procurement) of Government of India.

Sd/-
Deputy General Manager(P),
NHIDCL, PMU- Dhubri, Assam, 783301
Tel. No. 9707558003
Email: bodhubri@gmail.com

Letter of Invitation (Lol)

No.: SO-Jogighopa/Estb./Office Accommodation/01

Date: 02.09.2020

Subject: Hiring of Office Accommodation on Lease for NHIDCL, Site Office, Jogighopa, Assam
-Reg.

1. Introduction

1.1 National Highways & Infrastructure Development Corporation Limited (Undertaking of Ministry of Road Transport & Highways) invites bids [Single Stage (RFP) process containing Technical and Financial Bids] from Property Owners/Developers/Builders for hiring of Office Accommodation in Jogighopa, Assam on lease basis, for a period of 36 months for NHIDCL, Site Office (SO), Jogighopa, Assam with the following details:

Office Name	Bid Security	Carpet Area (Sqmt)	Cost of Document	Period of Contract	Bid validity
Site Office (SO), NHIDCL Jogighopa, Assam	Nil	100 sqmt	1000/-	36 Months	120 days

- 1.2 The brief description of the assignment and its requirements are given in the “**Terms of Reference**”.
- 1.3 The proposals are invited **through e-tender** (on-line bid submission) for this assignment.
- 1.4 Financial Proposals will be opened only for the firms/individuals found to be technically responsive in accordance with Para 5 hereof. The selection of the assignment will be done through Least Cost System i.e. **the lowest quoted bidder will be selected.**
- 1.5 Please note that the Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.
2. At any time before the submission of proposals, the Client may, for any reason, modify the Documents by amendment or corrigendum. The amendment will be uploaded on CPPP and NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on CPPP and NHIDCL website.

3 Preparation of Proposal

The proposal must be prepared in two parts viz. Part

1: Technical Bid

Part 2: Financial Bid

3.1 Document in support of Technical Bid:

3.1.1 The following documents must be uploaded along with the Technical Bid:

- (i) Documents related to ownership (any two):
 - (a) Copy of Electricity Bills for the previous three months, from the date of NIT.
 - (b) Copy of House Tax Bills for the previous three months, from the date of NIT.
 - (c) Copy of Water/Gas Connection Bills for the previous three months, from the date of NIT (if applicable).
 - (d) Copy of AADHAR Card of the property owner.
- (ii) Copy of Sanctioned Plan of the premises.
- (iii) Copy of Recent Photographs (Interior and Exterior) of the premises.
- (iv) PAN Card.
- (v) Copy of Bank Account Details (1st page of Passbook containing information or Cancelled Cheque)
- (vi) Signed Copy of RFP (excluding Financial Bid) as per Section-5 of “Instructions to Bidders”

3.1.2 Document fee: The bidder shall submit document fee in the form of Demand Draft amounting to Rs.1000/- only in the favour of “**National Highways and Infrastructure Development Corporation Ltd**”, Dhubri, Assam.

3.1.3 Bid Security: Nil

3.1.4 The bidder is required to upload, along with its bid and documents as per Section 3.1.1 of Lol.

3.1.5 The bidder shall furnish **Power of Attorney (POA)** on Rs. 100/- Stamp paper, in case the bidder is not the actual owner of the proposed premise and only an authorized representative of the owner for this bidding. However, in such case, owner should put full Signature in blue ink on all the pages of the Bid. The POA has to be submitted at the address and in a manner specified in the Data Sheet.

3.1.6 The technical proposal must not include any financial information. In case any financial information is provided by the bidder, the bid shall be rejected summarily.

3.2 Financial Bid

3.2.1 The Financial bid should include the costs associated with the assignment. The financial bid should be prepared strictly in accordance of the format specified in “FINANCIAL BID”. The financial bid should clearly indicate the amount without any assumptions of conditions attached to such amount. Conditional offer or the proposal not furnished in the said format shall be considered non-responsive and is liable to be rejected.

3.2.2 The financial bid shall be exclusive of all taxes excluding GST.

3.2.3 Costs shall be expressed in Indian Rupees.

4 Submission of Proposals

- 4.1** The Bidder shall submit the Technical Bid & Financial Bid online through Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>.
- 4.2** In addition to online submission of proposal, the bidder shall submit in a sealed envelope, the following documents physically (if applicable):
- (a) Power of Attorney (POA) on Rs. 100/- Stamp paper, if required, as mentioned in para 3.1.4 of LOI.
- 4.3** The documents listed at clause 4.2 above shall be placed in an envelope, which shall be sealed. The envelope should be addressed to the Client as specified in the data sheet and shall be submitted on or before the deadline for submission of bids.
- 4.4** If the envelope is not sealed and marked as instructed above, the Client assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the applicant.
- 4.5** Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.
- 4.6** Your proposal must be valid for the number of days (Bid Validity) stated in the Data Sheet from the closing date of submission of proposal.

5 Proposal Evaluation

5.1 Evaluation of Technical Bid

The proposals would be evaluated by an Evaluation Committee. A two-stage procedure will be adopted in evaluating the proposal. In the first stage the Technical bid will be opened by the Evaluation Committee of NHIDCL and will be examined as to whether:

- (i) The documents are properly signed by the bidder.
- (ii) The proposal has been received on or before the dead line of submission.
- (iii) The information to be furnished by the bidder regarding details of the Premises being offered should be complete in all respect and should be in conformity with the manner in which the information has been sought in the “TECHNICAL BID”.

In case answers to any of the above items is ‘No’ the bid shall be declared as non-responsive and shall not be evaluated further.

After examining the proposal on above grounds, the Committee shall short - list Bidders on the basis of information provided in their Technical Bid corresponding to the requirements set forth. The decision of the committee shall be final and binding.

Financial Bids of only those bidders shall be opened and evaluated further which have been declared “Pass” in Technical Evaluation by the Committee.

5.2 Evaluation of Financial Bid

For financial evaluation, the monthly fixed rent quoted by the bidder shall be considered. Accordingly, the proposal shall be evaluated based on total amount quoted. The bidder quoting the lowest total amount for a month shall be ranked L-1. The L-1 bidder shall be declared as the “Selected Bidder”. Letter of Acceptance (LoA) shall be issued to the “Selected Bidder” within 5 days, from the date of uploading of the Financial Result in the Tender Portal. Further, in case of two or more “Selected Bidders” i.e two or more bidders quoting same lowest total amount for a month, the “Selected Bidder” shall be finalized on the basis of condition of the offered Premises and accordingly LoA shall be issued. The Client has sole discretion in this regard and the decision shall be final.

6 Performance Security (Deleted)

7 Signing of Agreement

The Client will sign Agreement with the Selected Bidder to whom the LoA has been issued within 5 working days from the date of LoA.

8 Client’s Right to Accept Any Proposal and To Reject Any or All Proposals.

The Client reserves the right to accept or reject any proposal, and to cancel the bidding process and reject all proposals, at any time, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Client’s action.

Thanking you.

Encl. as above

Sd/-
Deputy General Manager(P)
NHIDCL, PMU- Dhubri, Assam, 783301
Tel. No. 9707558003
Email: bodhubri@gmail.com

Instruction to bidders

1. Bidders are advised to study the procedures related to e-procurement by Government of India, carefully before submission of Bids. For this, Bidders may refer the Bidders Manual Kit available in the Central Public Procurement Portal of Government of India (<https://eprocure.gov.in>).
2. “TECHNICAL BID” is meant only for all technical details of the Offered Premises e.g. address, area, Electrical load available, water supply, parking facilities, and other terms & conditions etc. Documents supporting the same shall be uploaded with the Technical Bid only. Please note that Monthly Rent, etc. should not be indicated in the Technical Bid. Also Please note that Rent Advances etc. should not be indicated in the Technical Bid. In case any financial detail is found, the Bid shall be declared as “TECHNICALLY NON-RESPONSIVE”.
3. “FINANCIAL BID” is meant only for all Financial Details of the offered Vehicles.
4. Points in the Bid forms (Technical & Financial Bids) are to be answered only and no separate sheet should be used. Bidder is expected to furnish all information required in both the Bids. Failure to furnish all information required for the evaluation of Bids (Technical Bid and Financial Bid) in every respect may result rejection of the Bid.
5. Owner should put full Signature in blue ink on all the pages of the Bid.
6. Over writing/white inking of any word/figure in the Bid Forms, unless duly Authenticated by the Bidder, are liable to be rejected at the discretion of the Client.
7. Separate Bid Forms should be used for separate Premises, e.g. if a Bidder wants to offer more than one premises then separate Bid forms should be used.
8. Any Bid uploaded after the time and date specified in Bid notice will be rejected.
9. After Technical Bids are opened a Committee of NHIDCL shall shortlist Bidders on the basis of information provided in their bids. The decision of the committee shall be final and binding.
10. Client reserves the right to reject any or all the bids without assigning any reason whatsoever.
11. The Committee reserves right to seek confirmation/clarification of any document from the bidder/issuing authority of such document during the process of evaluation.

Data Sheet

1. The Name of the Work:

Hiring of Office Accommodation in Jogighopa, Assam for NHIDCL, Site Office (SO), Jogighopa, Assam with the following details:

Office Name	Bid Security	Carpet Area (Sqmt)	Cost of Document	Period of Contract	Bid validity
Site Office (SO), NHIDCL Jogighopa, Assam	Nil	100 sqmt	1000/-	36 Months	120 days

2. The Name and Address of the Client:

Deputy General Manager (P)
NHIDCL, PMU-Dhubri, Assam, 783324
Tel. No. 9707558003
Email: bodhubri@gmail.com

3. Cost of Bid Document: 1000/-

4. Bid Validity period (Number of days): 120 days

5. Power of Attorney:

The Power of Attorney has to be submitted at the following address:

Deputy General Manager (P)
NHIDCL, PMU-Dhubri, Assam, 783324
Tel. No. 9707558003
Email: bodhubri@gmail.com

6. Proposal Evaluation:

6.1 Evaluation of Technical Bid

The proposals would be evaluated by an Evaluation Committee. A two-stage procedure will be adopted in evaluating the proposal. In the first stage the Technical bid will be opened by the Evaluation Committee of NHIDCL and will be examined as to whether:

- (i) The documents are properly signed by the bidder.
- (ii) The proposal has been received on or before the dead line of submission.
- (iii) The information to be furnished by the bidder regarding details of the Premises being offered should be complete in all respect and should be in conformity with the manner in which the information has been sought in the "TECHNICAL BID".

In case answers to any of the above items is 'No' the bid shall be declared as non-responsive and shall not be evaluated further.

After examining the proposal on above grounds, the Committee shall short - list Bidders on the basis of information provided in their Technical Bid corresponding to the requirements set forth. The decision of the committee shall be final and binding.

Financial Bids of only those bidders shall be opened and evaluated further which have been declared "Pass" in Technical Evaluation by the Committee.

6.2 Evaluation of Financial Bid

For financial evaluation, the monthly fixed rent quoted by the bidder shall be considered. GST shall be payable extra as per extant guidelines of Government. The bidder quoting least monthly rent in the format as given in the "Financial Bid" shall be ranked L-1. The L-1 bidder shall be declared as the Selected Bidder. Letter of Acceptance (LoA) shall be issued to the Selected Bidder within 5 days, from the date of uploading of the Financial Result in the Tender Portal. Further, in case of two or more "Selected Bidders" i.e two or more bidders quoting same lowest total amount for a month, the "Selected Bidder" shall be finalized on the basis of condition of the offered Premises, etc and accordingly LoA shall be issued. The Client has sole discretion in this regard and the decision shall be final.

7. Commencement of Assignment:

The assignment shall commence from the date of signing of Agreement.

Terms of Reference

1. The building offer should be ready for immediate occupation. The Bid will be acceptable only from original owner of the building or the person having valid power of attorney. The space offered should be free from all encumbrances/ claims and disputes/any liabilities and litigations with respect to its ownerships, lease/renting and pending payments against the offered space. The Owner is responsible for payment of all taxes for the above house and nothing shall be paid extra by client.
2. The Tenant shall pay all charges relating to electricity and water as per Bills including any interest of penalty for delayed payment raised by electricity and water department during the continuance of period of lease directly to them.
3. The owner should not give said portions of house on rent or keep anyone in the house premises (under occupation of Tenant i.e NHIDCL) without the written permission of Tenant i.e NHIDCL.
4. The routine maintenance of the premises which includes colouring of building, repairing of electrical fittings and plumbing accessories if any, shall be borne by the owner.
5. The monthly rent shall be inclusive of all taxes & other benefits, Repair & Routine Maintenance, etc. except GST. The GST will be reimbursed by Client only after production of proof of deposit with necessary certification from CA firms as required by the Client, as per policy. No payment in addition to the quoted rates on any account whatsoever shall be made/reimbursed unless it is specifically mentioned in this RFP. The monthly rent shall be paid on advance of each month or period thereof within 10th of the month through E-Payment.
6. Independent premises with 3 phase power connection with a minimum 7 kWH load including fixtures in proper working condition and sufficient space to accommodate a 15 kVA DG set shall be provided with adequate car parking area. The electric connection will be provided as Commercial Connection.
7. Tenant i.e NHIDCL if so desires to make its own arrangement elsewhere, shall vacate the house of the owner by giving 1 month prior notice or rent to owner whichever is convenient to Tenant i.e NHIDCL.
8. The monthly rent as agreed and fixed is a lump sum amount and shall be paid by Tenant i.e NHIDCL for entire house measuring area including open space in premises and nothing extra shall be paid. Statutory deductions will be made as per Central/State Govt. rules.
9. In case, there is necessity of committing any annual rent increase in the lease Agreement, the same shall be negotiated with the owner and in no case, the annual rent increase shall be more than 4%.

Hiring of Office Accommodation for NHIDCL, SO at Jogighopa (Assam)

10. The firm/individual must have PAN No./GST No. under IT Act/GST Act and Income Tax/GST shall be deducted at the applicable rate. The provisions/stipulations related to Goods and Services Tax (GST) shall be governed by THE CENTRAL GOODS AND SERVICES TAX ACT, 2017 and its subsequent amendments/clarifications/incorporation issued by the Government from time to time.
11. The owner has agreed to provide 3 phase electricity connection in the house at no extra cost to Client, NHIDCL. The owner also agrees to hand over all the electrical and sanitary fittings in proper working condition.
12. The selected bidder will have to enter into an agreement with the Client on a non-judicial stamp paper of Rs. 100/-. The cost of the Stamp Paper has to be borne by the Selected Bidder. The Contract can be terminated on culmination of the specified duration or at any time if the performance of service is not satisfactory without notice. However, the selected bidder can terminate the Contract any time with a notice of 30 days.
13. The Selected Bidder should submit its bill in duplicate within 1st week of every month for payment. The payment will be made within 10 days from the receipt of bill.
14. NHIDCL reserves all the rights to curtail/modify/halt/cancel/reject any or all offers at any stage without assigning any reasons and no claims of whatsoever nature will be entertained on this account.
15. Specific requirement (if any) has been stipulated in the technical and financial bid document.
16. Tenant i.e. NHIDCL will furnish the leased premises by fixing/removable partition and other electric/sanitary fittings/fixtures as per requirements. All the furnished items and fixtures will be property of Tenant i.e. NHIDCL and the same will be removed by Tenant i.e. NHIDCL in case of shifting of office. The owner should not have any objection during installation/furnishing and removal of all the items provided/fixed by Tenant i.e. NHIDCL. The owner, however, shall be returned the house including premises etc. in the same condition, in which it has been given possession to the Tenant i.e. NHIDCL.
17. The premise should have at least 3 rooms, 1 kitchen and 1 hall within the prescribed carpet area.
18. The Client or his Authorized representative reserves the right to verify/inspect the building before opening of the Financial Proposal and reject it out rightly, if the building/any aspect of the building does not confirm to the requirements. The shortlisted bidders will be informed for arranging site inspection of the offered premises.
19. In case of any dispute, the decision of the PMU-Dhubri, Officer i.e. Deputy General Manager (P), NHIDCL, Dhubri, Assam shall be final.

20. IN WITNESS WHEREAS the parties have here to act and subscribe their respective hands and/or seals the day and year respectively mentioned against the respective signatures.

Technical Bid

Offer/Proposal Letter to be the Technical Bid given by the Owner(s), offering Premises on LEASE on Monthly Basis for NHIDCL, Site Office (SO), Jogighopa, Assam.

TECHNICAL DETAILS

From

To

Deputy General Manager (P)
NHIDCL, PMU-Dhubri,
GTB ROAD, OPP BHOOTHNATH TEMPALE
Assam, 783324
Tel. No. 9707558003
Email: bodhubri@gmail.com

Sub: Hiring of Office Accommodation on Monthly Basis for NHIDCL, Site Office- Jogighopa, Assam.

Dear Sir,

I/We, in reference to your advertisement dated ----- in Central Public Procurement portal and NHIDCL Web Portal offer to give you on lease the premises described here below with the following Technical details duly complying the terms and conditions stipulated in the RFP:

Sl. No.	Particulars	Information to be furnished
1	Name & Address of the Owner/ Bidder of the Premises Contact Phone Number	
2	(i) Whether premises is in absolute name of the Bidder	
	(ii) Whether the Bidder has got absolute ownership rights to enter into lease agreement for hiring the premises (Original documents must be available for verification during inspection)	
	(iii) Is there any pending civil Suit / Litigation in any Court regarding	

Hiring of Office Accommodationon for NHIDCL, SO at Jogighopa (Assam)

Sl. No.	Particulars	Information to be furnished
	<p>ownership, outstanding taxes or any other issues are there</p> <p>(if yes, attach relevant documents)</p> <p>(iv) Whether the premises is mortgaged. If yes, with whom?</p> <p>(if yes, attach relevant documents)</p>	
3	(a) Full address of Premises Offered on Lease	
	(b) Whether Sanctioned plans of the Premises offered have been uploaded.	
	(c) No. of Photographs (Exterior/Interior) of the Premises Offered (enclose photographs)	
	(d) Details of Loose Furniture / Interior / Cabinets available with the Premises offered	
	(e) Details of Air Condition/ Electrical Fittings in the Premises Offered	
4	Total Number of Rooms	
5	Number of Rooms with attached Toilet	
6	Area Offered (in Carpet Area) (sqmt)	
7	Whether there is Direct Access to the Premises from the Main Road	
8	Distance from the Main Road/ Cross Road	
9	Year of Construction	
10	Availability of parking facility with an estimate of No. of vehicles (four wheelers and two wheelers) which can be parked.	
11	Available Electrical load	

Hiring of Office Accommodationon for NHIDCL, SO at Jogighopa (Assam)

Sl. No.	Particulars	Information to be furnished
12	Whether Space for accommodating DG set 15 kVA is available.	
13	Whether 24 hours running water facility available in the premises.	
14	No. of toilets available	

DECLARATION FOR TECHNICAL BID

1. I----- Son/Daughter/Wife of ----- , am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature

Date:....-----

Full Name:

Place: -----

Financial Bid

Offer/Proposal Letter to be the Financial Bid **Owner(s)**, offering **Premises on LEASE** to be hired on Monthly Basis for NHIDCL, Site Office, Jogighopa , Assam.

FINANCIAL DETAILS

From

To

Deputy General Manager (P)
NHIDCL, PMU-Dhubri,
GTB ROAD,OPP BHOOTHNATH TEMPALE
Assam, 783324
Tel. No. 9707558003
Email: bodhubri@gmail.com

Sub: Hiring of Office Accommodation on Monthly Basis for NHIDCL, Site Office, Jogighopa , Assam **-Reg.**

Sir,

I/We, refer to your advertisement dated ----- in Central Public Procurement portal and NHIDCL Web Portal, **offering Premises on LEASE** to be hired on Monthly Basis with rates described here below, for your office i.e. NHIDCL, Branch Office, Dhubri, Assam duly complying the terms and conditions stipulated in the RFP:

1. FULL ADDRESS OF PREMISES OFFERED ON LEASE:

2. Monthly Rent of lease of _____(INR,in figures)

_____(INR, in words)

TERMS AND CONDITIONS:

(a) Lease Rent:

Monthly Rent will be payable from the date of handing over of vacant possession of the premises to NHIDCL, SO-Jogighopa after completion of the necessary, construction, repairs, renovation, addition and monthly rent shall be paid in advance of each month or period thereof 10th of the month through e-payment. Statutory deduction will be done by NHIDCL, SO-Jogighopa as per extant guidelines issued by Government.

(b) Rent Period:

36 months from the date of handing over of vacant possession with a provision of enhancement of rent at _____% per year and thereafter option for extension for a further period of 12 months.

(c) Taxes/Rates:

All existing and future / enhances Municipal Corporation taxes, rates and cases will be paid by me / us.

(d) Maintenance/ Repairs:

- (i) NHIDCL, SO-Jogighopa shall bear actual charges for consumption of electricity and water.
- (ii) Repairing of electrical fittings and plumbing accessories (if any) including annual / periodical white washing and annual / periodical painting will get done by me / us at my / our cost as and when instructed by NHIDCL, SO-Jogighopa . In case, the repairs and /or white / colour washing is / are not done by me / us as agreed now, you will be at liberty to carry out such repairs white / colour washing, etc. at our cost and deduct all such expenses from the rent payable to us.

(e) Rental Deposit:

NHIDCL, SO, Jogighopa agrees to give me/ us interest free advance rent/ rent deposit for _____ months (Maximum 2 Months) which will be refunded to the NHIDCL, SO, Jogighopa at the time of vacating the premises.

(f) Rent Deed / Registration Charges:

I / we undertake to execute an agreement to rent deed, in your favour containing the mutually accepted / sanctioned terms of the rent at an early date. I / We undertake to bear the entire charges towards stamps duty and registration of the rent deed.

(g) GST:

The provisions/stipulations related to Goods and Services Tax (GST) shall be governed by THE CENTRAL GOODS AND SERVICES TAX ACT, 2017 and its subsequent amendments/clarifications/incorporation issued by the Government from time to time.

(h) Tax Deducted at Source:

The Tax at source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the owner.

DECLARATION FOR FINANCIAL BID

1. I,Son/Daughter/Wife of
am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.
3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/We am/are well aware of the fact
that furnishing of any false information/fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature

Date:

Full Name:

Place:

Hiring of Office Accommodation for NHIDCL, SO at Jogighopa (Assam)
RENT AGREEMENT

LEASE PERIOD =

AVERAGE RENT =

CALCULATION =

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 on the ground floor admeasuring square feet chargeable area in the Lessor's building known as.....
..... vide a Registered Lease dated registered as Registration no. [hereinafter referred to as the 'Principal Lease Deed'], for a period of three years endingAND WHEREAS the Lessor has agreed to grant/renew/extend the lease of the Demised Premises for another term of three years w.e.f.subject to an increase in rent by 20 % over the last rent paid and is therefore executing this lease deed to grant/extend/renew the lease for another term of 36 months (three years).

BY AND BETWEEN

....., a 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-1**.

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 2005 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 ofsq. 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 on each renewal & other charges increased by thus the rent shall now be as under :
2. The Lessee shall have anon 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 except the increase in rent and other charges at the time of renewal of the lease agreement which will be registered again in the office of Sub-Registrar,after every renewal. The Rent shall increase by 20% on each renewal and other charges shall increase by

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

3. shall provide One (1) complimentary car-parking space to NHIDCL in the uncovered area of the 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 can terminate the lease by giving an advance written notice of
3 months to the Lessor, and the Lessee 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 theon 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 lessee.
- d. The Lessee has paid to the Lessor a lump sum amount of _____towards
interest free security deposit equivalent to two (2) month's monthly rental vide
UTR no. dated
- 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 or a separate entrance, if created by the Lessor;
- 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 The Lessee shall not overload the Premises and shall neither place nor distribute a load thereon in a manner likely to jeopardize the safety of the Premises or of the building. The Lessee shall take sufficient precautions to absorb and prevent vibrations, noise and annoyance to occupier of other portion of the building;

- 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. The Lessee shall not do, or permit to be done any act or thing whereby the Lessor's policy or policies off insurance of the building may become void or voidable or whereby the rate of premium or premia thereof may increase. If however as a result of anything done or permitted to be done by the lessee the rate of premium or premia is increased then, the lessee shall be liable to pay on demand by the lessor, the increased amount of premium and premia.
- l. In particular, but without limiting the foregoing, the Lessee shall not make alterations to or interfere with the electric wiring or electric installations (except those installed for internal distribution);
- M. That the Lessee shall be permitted to display a neon/ LED signboard of 8ft X 4 ft on the boundary/ compound wall of the Building premises The Lessee shall be responsible to pay the advertisement tax or any other charges leviable by the municipal or other local authorities without any recourse to the Lessor;
- N. 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.
- (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 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 without interest 80% of the amount out of the interest free Security Deposit amounting to settle 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 the 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 shall pay for taking electricity supply line from the identified point to the designated Premises either for main supply and or supply from generator set at their own cost
- (g) 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;
- (h) The Lessor and its agents 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;
- (i) 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;

- (j) The Lessor and its agents shall have the right to enter the Premises, 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 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. The Lessee shall not store any 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 store any article of combustible or hazardous nature on the Premises and shall not expose the Premises to the risk of fire or other similar accidents;
- (l) 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;
- (m) The Lessee shall use the Premises in a reasonable manner and maintain the Premises in good condition, normal wear and tear shall be accepted by,
- (n) The Lessee hereby agrees to indemnify the Lessor against all claims, damages, actions, proceedings, costs, charges and expenses to which the Lessor may become subject to or which the Lessor may have to pay by reason of any act, negligence or omission on the part of the Lessee or its agents, servants or employees or by violation of any of the terms and provisions of this Agreement;
- (o) During the three (3) months prior to the expiration of the term of this lease, the Lessor shall be fully entitled to exhibit and show the Premises to prospective

Lessee/Licensees etc., which the Lessee shall permit without interference during normal business hours;

- (p) 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;
- (q) 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;

- (r) 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;

- (s) If any rent is in arrears for thirty (30) days or if the Lessee fails to perform or observe any agreement on the part of the Lessee or conditions herein contained, then in such cases it shall be lawful for the Lessor, at any time thereafter, to re-enter upon the Premises or upon any part thereof and the lease shall thereupon determine. The Lessor may have against the Lessee whether in respect of any antecedent breach, non-performance or non-observance of any of the agreement on the part of the Lessee and conditions herein contained or otherwise. However, the Lessor shall not be entitled to forfeit this lease for breach or non-observance or non-performance of any covenant or condition contained herein, and on the Lessee's part to be observed and performed, unless the Lessor shall have given to the Lessee notice of thirty (30) days in writing specifying the breach or omission complained and requiring the Lessee to remedy the same;

- (t) It is hereby expressly understood and agreed between the parties that the occupation of the Premises or any part thereof by the Lessee, its servants, agents, employees, clients or any person claiming under or through the Lessee, upon determination of the lease by efflux of time or earlier determination shall be treated as "unauthorized occupation by the Lessee". The Lessee agrees that it shall be liable to pay a sum equal to double the rent (including all other charges) per day for each day of unauthorized occupation from the date of termination of the lease;

- (u) 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) If after giving a formal notice of thirty (30) days, the rent reserved therein, or any part thereof, still remains unpaid from the date on which the same ought to have been paid or if the Lessee fails to make any other payment, or if the Lessee fails to observe or perform any of the covenants, conditions, stipulations, provisions and agreements herein contained and or on the part of the Lessee to be observed or performed, the Lessor shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants and employees and its and their belonging from the Premises. If at any time the Lessee shall be ordered by an order of the Court to be wound up or shall pass a resolution for winding up, other than a resolution for the purpose of amalgamation or reconstruction or, if the Lessee shall be adjudged an insolvent or if the Lessee makes any assignment for the benefit of its creditors or if the Lessee suffers any distress or judgment to be executed or levied against itself, then and in any such event the Lessor shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants and employees and its and their belonging from the Premises;
 - (b) 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;
 - (c) 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, but if such partial damage is due to the fault or neglect of the Lessee, its servants, employees, agents or visitors, the damage shall be repaired by the Lessor at the cost of the lessee, and there shall be no abatement at all of the rent. Further, the Lessor will not be liable for delay in taken by the Lessor to get the repairs carried out expeditiously. Any amount received as compensation from the insurance company shall be set off against such expenditure;

- (e) If the Premises or the common use areas are so badly damaged by fire or other cause that the Lessor decides, instead of restoring them, to demolish and rebuild them, then, and in any such event, the Lessor may give not less than sixty days' notice to the Lessee in writing of its decision and in that case on the expiry of the period of the notice this Lease Agreement shall terminate and the Lessee (if still in use and occupation) shall thereupon remove itself, its agents, servants and employees and its and their belonging from the Premises provided vacant possession is required to carry out such reasonable repairs or rebuilding and the Lessor shall reinstate the Lessee thereafter, and the Lessee, shall not have, and shall not be entitled to make any claim for damages, compensation or otherwise howsoever against the Lessor;
- (f) In the event of the Lessor intending to carry out substantial modification or reconstruction of any portion of the building, which may affect the Premises, and after obtaining all necessary Government/Municipal and other approvals and consents therefor, then the Lessor may serve a notice in writing upon the Lessee of not less than sixty (60) days requiring the Lessee to remove itself, its agents, servants and employees, and its and their belongings from the Premises or such part as is likely to be affected by any intended modification to the building and the Lessee shall thereupon do so and the Lessor shall reinstate the aforesaid portion to the Lessee as soon as the reconstruction/modification is completed. In the event of the Lessee not desiring to retain the remainder of the Premises which would be left after the completion of such modification then the Lessee may within thirty days of the receipt of the Lessor's notice, serve a counter-notice upon the Lessor of its intention to leave the entire Premises at the expiration of the period mentioned in the Lessor's said notice. In the event of a notice from the Lessor concerning partial resumption of the Premises for the purposes of alteration of the said building, the rent shall abate prorata and the Lessee shall give the Lessor access for the purpose of carrying out alteration;
- (g) So long as the beneficial use of the Premises to the Lessee is not detrimentally altered, the Lessor shall also have the right at any time without the same constituting an actual or constructive eviction of the Lessee, and without incurring any liability to the Lessee therefor, to change the arrangement, and/or location of entrances, passageways, doors, doorways, corridors, landings, staircase, lobbies, lifts, toilets or other parts of the building, and to change the name, number or designation by which the building is known;
- (h) If, 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, the Lessee does not remove itself, its agents, servants and employees and its and their things and belongings from the Premises, then the Lessor shall be entitled to remove the Lessee, its agents, servants and the employees and its and their things and belonging from the Premises at the risk and costs of the

Lessee and of the said other persons without going to a court of law and without in any way rendering the Lessor or any of its officers or employees liable for trespass, damages or otherwise and the Lessor shall also be entitled to prevent the Lessee and its agents, servants and employees from entering into or upon the Premises and the same will not amount to wrongful restraint;

- (i) The stamp duty and registration charges payable in respect of this lease and a duplicate thereof shall be borne and paid for by the Lessee and each party hereto shall bear and pay its own lawyers charges and the Lessor shall be entitled to retain the original Lease and the Lessee the duplicate thereof;
- (8) Any dispute or difference between the Lessor and the Lessee arising out of, from or relating to anything contained in this Agreement, shall be referred to the arbitration of three arbitrators, one to be appointed by each party and to a third arbitrator to be appointed by the two appointed arbitrators. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the rules/amendments made thereunder. The award passed by all or a majority of the arbitrators shall be final and binding on both the parties. The venue of the arbitration shall be For the purposes of the Arbitration and Conciliation Act, 1996, where the intervention and the jurisdiction of the courts is necessary, the courts of shall have exclusive jurisdiction.
- (9) In the event any provision of this Agreement be declared or held to be invalid or null or void by any Government agency, arbitration tribunal, Court or other competent authority having jurisdiction, such declaration shall not affect the other provisions of this Agreement which are capable of severance, which shall continue to be effective; provided, however that if the voiding of the affected provision(s) materially affects the rights of the either party under this Agreement, the affected party shall have the right to terminate this Agreement;
- (10) Any leniency or indulgence shown by the Lessor, in the enforcement of this lease against the Lessee or any accommodation shown by the Lessor to the Lessee, shall not affect this lease in any manner whatsoever and the same shall not be deemed or construed to mean as a waiver of its rights on the part of the Lessor;

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 Signatory
LESSOR

2.

For

NATIONAL HIGHWAYS & INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.