



**MAHATMA PHULE RENEWABLE ENERGY AND
INFRASTRUCTURE TECHNOLOGY LIMITED,
MUMBAI**

REQUEST FOR PROPOSAL DOCUMENT

FOR

**REQUIREMENT OF APPROXIMATELY 500 SQ. MT. (CARPET AREA)
PREMISES**

FOR OFFICE ON LEASE RENT AT MUMBAI



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

TENDER NOTICE

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) invites online e-tender offers for taking the Office Premises on lease / rent at Bandra Kurla Complex, Mumbai.

Last date of submission is 12/08/2021 upto 05:30 PM. For details please visit www.mahatmaphulecorporation.com

EXECUTIVE DIRECTOR



महात्मा फुले नविनीकरणीय ऊर्जा व इन्फ्रास्ट्रक्चर टेक्नॉलॉजी लिमिटेड

(म.फु.मा.वि.म., महाराष्ट्र शासन चा उपक्रम ची सहाय्यक कंपनी)

निविदा सूचना

महात्मा फुले नविनीकरणीय ऊर्जा व इन्फ्रास्ट्रक्चर टेक्नॉलॉजी लिमिटेड (महाप्रीत) वांद्रे-कुर्ला संकुल, मुंबई येथे कार्यालय परिसर भाड्याने / भाडेपट्टीवर घेण्याकरिता ऑनलाईन ई-निविदा मागवित आहे.

निविदा सादर करण्याचा अंतिम दिनांक १२/०८/२०२१ रोजी सायंकाळी ५.३० वाजेपर्यंत राहिल. अधिक तपशिलाकरिता कृपया www.mahatmaphulecorporation.com येथे भेट द्यावी.

कार्यकारी संचालक

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED.

TABLE OF CONTENTS

S.No	Sections	Particulars	Page No.
1	Section 1	Check list	4-5
2	Section 2	Instructions to Bidders	6-16
3	Section 3	General Conditions of Contract	17-26
4	Appendix 1	Formats for Technical Proposal	27-29
5	Annexure A	Letter of Transmittal	28
6	Annexure B	Information of Bidder/Offeror	29
7	Appendix 2	Formats for Financial Proposal	30-33
8	Annexure C	Financial Proposal	31
9	Annexure D	Form of Offer	32
10	Appendix 3	Details of Premises and Index Plan showing demised Premises	33-35



SECTION - 1

CHECK LIST

Check List

1.	Whether the Bidder/Offerer has completed the Letter of Transmittal as per format given in the Offer Document.	YES/ NO
2.	Whether the requisite Earnest Money Deposit (EMD) from the Bidder/Offerer has been enclosed with the Technical Proposal.	YES/ NO
3.	Furnish the following details of Earnest Money Deposit (EMD)	
	i) Name of the issuing bank : ii) Amount : iii) RTGS (UTR) No. : iv) Date of Transaction:	
4.	Whether the following details have been furnished:	
	i) Power of Attorney of the person signing the Offer and attested signature of the Signatory, in case of signing as Proprietor/Partner or Director of the firm/company. The written communication in form of letter signed by himself, by all Partners or a Board Resolution, as the case may be, to authorize Bidder/Offerer on behalf of the organization his/her signature.	YES/ NO
	ii) Has it been ensured that there are no over writings in the offer? Have corrections been properly attested by the persons(s) signing the Offer/Bid.	YES/ NO
5.	Are all the pages of the Offer submitted consecutively numbered, signed and stamped by the person(s) signing the Offer/Bid.	YES/ NO
6.	Bidder /Offerer has quoted its offer strictly as per the form of financial offer given in the Offer Document along with the required details in Annexure D	YES/ NO

Bidders/Offerers are requested to duly fill-in this Check List. This check list contains certain important parameters only, so as to facilitate the Bidder/Offerer to make sure that the necessary data/information is provided with. This, however, does not relieve the Bidder/Offerer of its responsibility to make sure that its Offer/Bid is otherwise complete in all respect. Bidders/Offerers are requested to tick mark the relevant option

(Signature of Bidder/Offerer)



SECTION – 2

INSTRUCTIONS TO BIDDERS/OFFERERS

INSTRUCTIONS TO BIDDERS/OFFERES

The Government of Maharashtra has set up the “Mahatma Phule Backward Class Development Corporation” (MPBCDC Ltd.) on July 10, 1978 under the Companies Act, 1956 with the main objective of accelerating the economic upliftment of the economically weaker families belonging to the Scheduled Castes and Neo-Buddhist communities in the State of Maharashtra.

Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) is a Subsidiary Company of MPBCDC Ltd. And is looking for suitable furnished / unfurnished office premises on lease rent only from the at the prime business hub for corporate office in the larger public interest of providing an accelerated & sustainable environment in promotion of various ambitious innovative projects/schemes like incubation center/startup entrepreneurship/training/ software technology park etc.

SN.	Name of work	EMD Amount (Rs)	Tender Document Cost (Rs.)
1	Requirement of approximately 500 sq.mt. (Carpet Area) furnished / unfurnished premises on lease rent at Bandra Kurla Complex, Mumbai for 5 years period of lease for the Corporate Office of MAHAPREIT Ltd. with minimum 250 sq.mt. At one level.	Rs.1,00,000/-	Rs.3000 Plus 18% GST.

Tender forms are available on Website <https://organizations.maharashtra.nextprocure.in> from 04/08/v to 10/08/2021.

Online tenders shall be accepted on website <https://organizations.maharashtra.nextprocure.in>

All bidders are hereby cautioned that the e-TENDER containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-TENDER shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 120 days from the date of opening of financial Bid (Price Bid).
2. The Bidders participating for the first time in e-Tender will have to procure Digital Signature Certificate as well as should compulsory get themselves enrolled on e-tendering portal <https://organizations.maharashtra.nextprocure.in>

If any assistance is required regarding e-Tender (upload and download) please contact Mr. Prashant Gedam, Executive Director, MAHAPREIT Ltd.

3. All requisite information required for the submission of Offer documents is available on the above said website.

4. All right are reserved by the Competent Authority to reject any or all Offers in full or in part of any reason.

TIME SCHEDULE OF OPENING OF THE e-TENDER		
1.	e-Tender No.	MAHAPREIT/21-22/ET/
2.	MODE OF TENDER	Open and e-Tender System Online submission of Part I (Technical Bid) and Part II (Price Bid) through https://organizations.maharashtra.nextprocure.in The intending Bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by MAHAPREIT LTD
3.	Date of publication of e-tender through publication in MAHAPREIT LTD websites and https://organizations.maharashtra.nextprocure.in	04/08/2021
4.	Date of availability to the Vendors for downloading	04/08/2021
5.	Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in	10/08/2021 up to 17.30 Hrs
6.	Pre-Bid Queries to be sent by mail.	07/08/2021 up to 17.00 Hrs
7.	Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in	12/08/2021 at 17.30 Hrs
8.	Date and time of opening of Part-I (Technical Bid)	13/08/2021 at 16.00 Hrs
9.	Date and time of opening of Part-II (Price Bid)	Will be intimated later on

These instructions to applicants are being issued for taking the Office Premises on lease rent at Bandra Kurla Complex, Mumbai.

The detailed scope of the work is being provided in the Scope of Work / Terms of Reference (TOR).

1. Submission of Offers:

The Offers shall be submitted online on <https://organizations.maharashtra.nextprocure.in>

The date and time of receipt of offers shall strictly apply in all cases.

The person or persons signing the offer shall state in what capacity, he/she is or they are signing the offer viz., as a Secretary/ Manager/ Director etc. of a limited company or as an Authorized Signatory. In the case of a limited company, the names of all the Directors shall be mentioned and the Offer shall be accompanied by a certificate, certifying that the person signing the Offer is empowered by a resolution of the Board of Directors to do so on behalf of the Board/Company and certified copy of Resolution along with a copy of Memorandum and Articles of Association of the Company shall be furnished.

All the pages of the Offer Document must be signed/ initialed by the person signing the Offer.

2. **Place of Submission:** The Bids/Offeres shall be submitted online using the e-tendering system <https://organizations.maharashtra.nextprocure.in>.

3. **Date and Time of Submission of Offer:** The Bid/Offer shall be submitted by the Bidder/ Offerer at the date, time and address as stated in the Offer Document. The MAHAPREIT may at its discretion, extend the deadline for submission of Bids/ Offers by issuing an Addendum/Corrigendum in which case, all rights and obligations of the MAHAPREIT and Bidders/ Offerers previously subjected to the original deadline shall be subjected to the new deadline.

4. **Inspection Visit:** It will be imperative for MAHAPREIT Ltd. to depute Executive Director, MAHAPREIT Ltd. to fully get informed by visiting and examining the site of all local conditions and factors like surrounding, location of the demised premises, type of construction, electric supply provision, water supply provision, waste material disposal arrangement, suitability of furniture etc. requirements of necessary permission/ approvals/ licenses from the local and competent authorities which may have effect on the construction, permissible use, FSI for the new construction on open area offered under this Offer Document may also be examined and considered by the MAHAPREIT Ltd.

No claim for financial adjustment to the lease approved on these specifications and documents will be entertained by MAHAPREIT for any reason whatsoever neither any change in the time schedule of the lease or any financial consideration arising therefrom shall be permitted by MAHAPREIT Ltd.

5. **Pre – Bid Meeting:** No pre bid meeting is required to be held in view of short tender. However, All bidders are requested to send their Queries by mail as per Date& Time mentioned in Time Schedule
6. **Modification and Withdrawal:** If after submission of the Bid/Offer the Bidder/ Offerer withdraws his/its Offer or unilaterally modifies the same during its validity, without prejudice to any other rights and powers of the MAHAPREI There under or in law, the full amount of the Earnest Money deposited by the Bidder/ Offerer shall stand forfeited.
7. **Eligibility & Qualification of Bidder/Offerer:** To be eligible successfulness or, the Bidder/ Offerer shall provide satisfactory evidence to MAHAPREIT of its eligibility, qualification, capability and adequacy of resources to carry out the work effectively. For the purpose of this RFP, the Bidder/ Offerer shall possess the following General and Technical Qualification/Eligibility Criteria.

The Financial offers of only those Bidders/ Offerers, who meet the said criteria, will be opened.

8. Eligibility Criteria:

8.1 Eligible bidders

8.1.1 The Bidder may be a Single entity, the expression ‘entity’, for the purpose of this clause, shall mean and refer to any Individuals/Private Property Owners/ Interested Parties/Group of People/ Associations/Agency/ Companies/ Financial Institution/ Bank/ CPSU/ SPSU/ State Govt. /Central Govt. & Govt. U/T corporate entities incorporated under the Companies Act, 1956. The term Bidder used hereinafter would therefore apply for any Individuals/Private Property Owners/ Interested Parties/Group of People/ Associations/Agency/ Companies/ Financial Institution/ Bank/ CPSU/ SPSU/ State Govt. /Central Govt. & Govt. U/T. The Bidder if corporate entity should submit a Power of Attorney/ Board Resolution as per the format enclosed herewith, authorizing the signatory of the Bid to commit the Bidder. CPSU/ SPSU/ State Govt. /Central Govt. & Govt. U/T will be preferred.

- 8.1.2 At any point in time in the Bidding Process, if required by MAHAPREIT, it is the Bidders’ responsibility to provide such evidence of their eligibility as per the terms of the RFP, to the satisfaction of MAHAPREIT. Bidders may be required to periodically update (at times to be notified by MAHAPREIT) the information submitted in their Capability Statement as regards the following:
 - Evidence of availability of premises in their ownership / lawful possession

-Any other information that might be requested;

8.2 Minimum qualifying criteria for the bidder

The Bidders should satisfy the following minimum parameters to be eligible for further RFP process.

Being any Individuals/Private Property Owners/ Interested Parties/Group of People/ Associations/Agency/ Companies/ Financial Institution/ Bank/ CPSU/ SPSU/ State Govt. /Central Govt. & Govt. U/T.

9. **Technical Proposal:** For the purpose of this Offer, all Offers/Bids submitted shall include following information under 'Technical Proposal' as per the formats given in **Appendix-1** with documentary evidence wherever necessary:
 - 9.1 Letter of Transmittal for submitting the Technical Proposal as per format given in Annexure-A. The Receipt for payment of the Earnest Money Deposit (EMD) shall be attached to this Annexure.
 - 9.2 Details of Organization and Organizational set up including offices as per format given in **Annexure-B**.
 - 9.3 The copy of Offer Document along with Corrigendum and/or Addendum shall be duly signed/ initialed on all pages and stamped and submitted as Technical Proposal.

In case the documents are misplaced are mixed up in the Bid/Offer being submitted by the Bidder/ Offerer, then such Bids/Offers will be rejected forthwith.

- 10 **Contents of the Offer Document:** The standard terms and conditions of the contract are contained in this Offer Document. All the Bidders/Offerers shall be deemed to have read and understood all the terms and conditions provided in this Offer Document before submitting their Offers/Bids. Bids/Offers which are not substantially responsive to the requirement stated in this Offer Document shall be rejected. The Terms and Conditions and formats for submission are enclosed in this Document, to help the Bidders/offers in submission of Bids/Offers.
- 11 **Cost of Offer:** The Bidder/Offerer shall alone bear all costs associated with preparation and submission of its offer presentation, photographs of the site, plans, drawings, financial projections, project feasibility report etc.
- 12 **Lease Period:** The Lease period shall be 5 years from the date of signing the Agreement. The Lease period shall exclude the time required for carrying out any furniture working the said premises. All obtaining necessary permissions/approvals/ licenses/clearance etc. from the all-competent authorities, if so required shall be obtained before signing of agreement.

- 13 **Language of bids:** All information in the Bid/Offer shall be in English. Failure to comply with this shall disqualify a bid/offer.
- 14 **Financial Proposal:** The financial proposal shall be submitted online only. Offers submitted shall include following information under Financial Proposal as per the formats given in **Annexure C & D** with documentary evidence wherever necessary.
- a. Letter of Transmittal for submitting the Financial Proposal as per format given in **Annexure-C**
 - b. The Financial Offer shall be submitted as per Form of Offer given in **Annexure-D**. The Bidders/Offerers shall quote the lease premium payable per month per sq. mtr. of carpet area by MAHAPREIT as per **Annexure- D**. The offer quoted by the Bidder shall be exclusive of all the cost likely to be incurred by the successful bidder for execution of the Lease Agreement for the said premises however shall include cost of operation and maintenance, property tax during the entire lease period. The offer quoted by the Bidder shall also be exclusive of the taxes applicable i.e. GST or any other tax applicable or which may become applicable from time to time, and shall be paid along with the amounts payable as Lease Rent.
 - c. The Bidder shall quote the lease premium expected (excluding rates and taxes, etc.) and amount payable per month by the MAHAPREIT Ltd. for the entire period of the lease per month basis in the following format:
 - i. On acceptance of the offer by the MAHAPREIT, the one-time upfront Performance Security Deposit if any to be paid by the MAHAPREIT which shall be paid **in the form of Performance Bank Guarantee (3 Months Lease Rent) and** which shall be refundable on the expiry of the lease. The said Deposit shall be paid at the time of execution of the Lease Agreement.
 - ii. The Earnest Money deposit of the Bidder / Offerer shall be refunded upon execution of the Lease Agreement to the successful Bidder/Offerer.
 - iii. The Bidder/Offerer shall not quote its offer anywhere else directly or indirectly except in form in **Annexure- D**.
 - d. **Lease Rent** - The Lease Rent per year (excluding rates, outgoing and taxes, etc) for demised premises shall be Rs. XXX (Rupees) per sq. mtr. Of Carpet Area Per month i.e. Rs.XXX p.a. for the first year of lease.

The lease rent shall be promptly paid on or before 15th of the month in advance or as per the condition set in the Lease Agreement.

The Lease Rent shall be increased at the rate of 5% of the basic rate every year.

- e. The Bidder/Offerer shall implicitly give MAHAPREIT a right to inspect the premises before the acceptance of an offer or to verify any other information given regarding qualification. The premises should not be older than 10 years with reference to date of Occupation Certificate.

15 Evaluation of Offers: Offers received and found valid will be evaluated to ascertain the best offer in the interest of MAHAPREIT. The Bidder/Offerer shall take enough care to submit all the information sought by MAHAPREIT in the desired formats failing which the Bid/Offer will be liable to be rejected. The Bids/Offers shall be evaluated based on the Eligibility and Qualification criteria given above.

All Financial proposals of the Bidders/Offerers whose Technical proposals do not contain the specified documents or any of the specified documents is missing or the eligibility & qualification criteria is not fulfilled as stipulated will be separated out, and they shall not be opened. A note indicating the nature of deficiency and the fact that it is not opened will be recorded without communication to any of the Bidders/Offerers.

16 Validity: The bid/offer shall be valid for a period of One Hundred and Twenty (120) days from the last date of bid/offer submission. Thereafter it shall be treated as valid till the final procedure is complete.

17 Earnest Money Deposit(EMD):

17.1 The Bidder/Offerer shall furnish, as part of his Bid/Offer, an EMD of Rs. 1, 00,000/- (Rupees One lakhs only).The EMD shall be paid online through E-payment Gateway available on the e-Tendering website <https://organizations.maharashtra.next procure.in>

The bank details are as below :--SHOULD BE CHANGE

Party Name	Mahatma Phule Backward Class Development Crop. Ltd
Bank Name	ICICI Bank
Bank Branch	S.V. Road, Andheri West Branch, Mumbai 400 049.
Bank A/c No.	001105026934
I.F.S.C. Code	ICIC0000011

17.2 Any offer not accompanied by EMD shall be rejected.

17.3 If after submitting the Bid/Offer, the Bidder/Offerer withdraws its Bid/Offer or modifies the same after its closing date and before the expiry of the validity period or if after acceptance of its Bid/Offer, fails to execute the Lease Agreement, without prejudice to any rights and powers of the

MAHAPREIT, hereunder or in law, the MAHAPREIT shall forfeit the full amount of EMD deposited by the Bidder/Offerer with the MAHAPREIT.

- 17.4 In the event of Offer being not accepted, the amount of EMD deposited by the Bidder/Offerer shall unless it is prior thereto forfeited under the provisions of Sub Clause 17.4 above, will be refunded to the Bidder/Offerer at the time of execution of the Lease Agreement. The EMD shall not carry any interest.

- 18 Process to be Confidential:** After opening of the Bids/Offers, no information relating to the examination, clarification, evaluation and comparison of Bids/Offers and recommendations concerning the award of contract/agreement shall be disclosed to the Bidders or other persons.

Any effort by a Bidder/Offerer to influence the MAHAPREIT in the process of examination, clarification, evaluation, comparison of offers and in the decision concerning the award of contract may result in rejection of its Bid/Offer.

- 19 Clarification of Offers:** To assist in examination, evaluation of Offers/Bids, the MAHAPREIT may ask Bidders/Offerers individually for clarification of their Bids/Offers including reasons in case of very high/very low offer. Such request shall be in writing and the response shall also be in writing. MAHAPREIT may also call upon the Bidder to give a presentation on the activities proposed by it, to get more clarity about the proposal of the Bidder.

- 20 Offer Liable for Rejection:** The Bid/Offer will be rejected if on opening it is found that:

20.1 The Bidder/Offerer has not strictly followed the procedure laid down for submission of Bid/Offer.

20.2 Additions, corrections or alterations are made by the Bidder/Offerer on any page of the Offer Document without authentication.

20.3 The Bidder/Offerer has not signed the Offer Document as stipulated in the Offer Document.

20.4 The Bidder/Offerer has specified any additional condition(s)

20.5 The Bidder/Offerer has not attached any of the documents listed in the Technical Proposal, duly signed and stamped Original Offer Document and/or any Corrigendum and/or Addendum or both, if issued.

- 21 Correction of Errors:** If there is any discrepancy between the offer Quoted in figures and in words, the amount quoted in words shall be treated as the

Offer unless corrected under sign and seal of Bidder/Offerer.

22 Negotiations: MAHAPREIT may carry out negotiations with the substantially responsive Bidder/Offerer whose Bid/Offer is lowest, for clarifications and modification of the Bid/Offer by calling the Bidder/Offerer in its office, in which case the Bidder/Offerer shall remain present in the office for negotiations. As a result of negotiation the Bidder/Offerer shall give his/its revised Bid/Offer in writing. The original Bid/Offer shall then be treated as modified and the same shall be treated as the final Bid/Offer for agreement.

23 Acceptance Criteria:

23.1 The Bids/Offers received and accepted will be evaluated by MAHAPREIT to ascertain the best Bid/Offer based on the technical and financial proposals.

23.2 Subject to Clause 22, the contract for leasing of premises admeasuring approximately 5000 sq.ft. (500 Sq. mtr) (Carpet Area) furnished / unfurnished premises at Bandra Kurla Complex, Mumbai. If not available on one floor it should be maximum on two consecutive floors. Shall be taken on lease from the qualified Bidder/Offerer who has quoted the lowest lease premium and whose offer is in conformity with the requirements of the specifications and eligibility criteria in the Offer Document and MAHAPREIT shall be the sole judge in this regard.

23.3 The offered premises should have basic facilities like Ample Car Parking Space, Security, Lift services and maintained common area. Car Parking spaces & any other facilities or services available in the space should be clearly mentioned.

23.4 If the Bidder is offering furnished premises, they should fulfill but not limited to the following requirements without any extra cost.

- All Electrical fittings including Air conditioning.
- Minimum Ten Cabins and One Managing Directors Cabin.
- Fully Equipped Conference Room with 25 Chairs
- Minimum 30 Working desks with Chairs.

23.5 After or before signing the Lease Agreement, if the lowest Bidder/Offerer is found ineligible for any reason or commits default at any stage of any terms and conditions as provided in the offer document, the Earnest Money deposited by the successful bidder shall stand forfeited and in addition to the earnest money deposit unless so forfeited without prejudice to the rights of the Corporation to recover from the Successful bidder compensation for loss or damage, if any, suffered in consequence of such default.

24 MAHAPREIT'S Right to Reject: Notwithstanding anything contained in Clause 23 above, the MAHAPREIT reserves the right to accept or reject any Bid/Offer and to annul or suspend the Bid/Offer process at any stage and reject all the Bids/Offers without assigning any reason at any time prior to execution of the Lease Agreement without thereby incurring any liability of costs or consequences at any stage to the Bidder/s or any obligation to inform



the Bidder/s of the grounds for MAHAPREIT' section.

- 25 Notification of Acceptance of Offer:** Prior to the expiration of offer validity period or any such extended validity period, the MAHAPREIT will notify the successful Bidder/Offerer in writing that its Bid/Offer has been accepted. The intimation letter (**Letter of Acceptance**) shall specify the sum and the amount of Deposit if any, which the MAHAPREIT has agreed to pay to the successful bidder in consideration of the lease of the said premises for a period of 5 years of lease. The Letter of Acceptance shall form a part of the Lease Agreement.



SECTION – 3

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

(1) DEFINITIONS:

1.1 MAHAPREIT or “Lessee”:

MAHAPREIT shall mean the ‘MAHTMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED, MUMBAI acting through its Chief Executive Officer, as defined in Maharashtra Act XV of 1996. MAHAPREIT shall be Lessee for the purpose of Agreement

Additional Information about **MAHAPREIT:**

The Head quarter of the **MAHAPREIT** is Mumbai.

The functions and powers of the MAHAPREIT have been listed in the Maharashtra Act XV of 1996.

1.2 REGISTERED ADDRESS FOR COMMUNICATION

‘MAHTMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD.,

N-1, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049.

1.3 WEBSITE:

Website means official website for e-tendering having following web addresses:

<https://organizations.maharashtra.nextprocure.in>

1.4 GENERAL MANAGER

Executive Director shall mean Executive Director of MAHAPREIT Ltd.

1.5 COMPETENT AUTHORITY:

Competent Authority shall mean The Chief Executive Officer of **MAHAPREIT Ltd.**

1.6 “Bidder/Offerer” shall mean any Individuals/Private Property Owners/ Interested Parties/Group of People/ Associations/Agency/ Companies/ Financial Institution/ Bank/ CPSU/ SPSU/ State Govt. /Central Govt. & Govt. U/T. who has submitted its Offer/Bid for leasing out the premises.

1.7 “Contract” shall mean and include the terms and conditions of Lease Agreement, letter of acceptance, the Offer/Bid, the agreement and mutually accepted condition in the authorized correspondence exchanged with the

Bidder with the MAHAPREIT and any other document forming part of the contract.

- 1.8 "Premises"** means the office premises in building furnished or unfurnished.
- 1.9 "Delay in payment"** on the due dates and arrears on account of such delays shall carry interest at the rate of 8% per annum covering the actual period of non-payment or till recovery as the case may be. Any amount received will be first adjusted or appropriated against the outstanding interest and then towards outstanding principal amount.
- 1.10 "Government"** shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.
- 1.11 "Governor of Maharashtra"** shall mean and include his successor and assign.
- 1.12 "Executive Director"** means Executive Director of MAHAPREIT of the Corporation for the time being in charge.
- 1.13 "Lease", "Lessor" and "Lessee"** shall have the meanings assigned to them under Section 105 of the Transfer of Property Act, 1882(Act IV of 1882);
- 1.14 "Licensee"** means a person who has permission of the owner to enter upon the premises and use it for the purpose specified in the license agreement by paying specified license fee"
- 1.15 "Agreement or Contract"** shall mean and include the terms and conditions of contract, the offer/bid, Letter of acceptance, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the Successful Bidder by the Corporation and any other document forming part of the contract.
- 1.16 "Lease Rent"** shall mean and include the rent (excluding rates and taxes) payable to the Lessor by the Lessee on monthly basis for per Sq. Mtr. of leased out Carpet Area for the entire lease period of lease under the Lease Agreement.
- 1.17 "Lease Premium"** shall mean and include sum quoted by the successful Bidder in his offer/bid and accepted by the MAHAPREIT.
- 1.18 "Successful Bidder/Offerer"** shall mean the Bidder with whom the MAHAPREIT intends to execute Agreement.

The above definitions and expressions shall have the meanings assigned to them, except where the context otherwise requires.

- (2) **PARTIES TO THE CONTRACT:** The parties to the contract shall be the MAHAPREIT and the successful Bidder/Offerer whose Bid/Offer is accepted by the MAHAPREIT.
 - 2.1 The person signing the Offer/Bid or any other document forming the part of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the organization or the firm as the case may be in all matters pertaining to the contract.
- (3) **PERIOD OF LEASE**– The period of lease shall be 5 years as more particularly mentioned in the Agreement. The Lease period shall exclude the time required for carry in gout any furniture work in the said premises, period of obtaining necessary permissions/approvals/ licenses/clearances etc. from the all-competent authorities, if so required.
- (4) **INTERPRETATION:** Words imparting persons or parties shall include Government Undertakings / Departments / Corporations and any government company having legal entity.
- (5) **SINGULAR AND PLURAL:** Words imparting the singular only shall also include the plural and vice versa where the context so requires.
- (6) **NOTICES, CONSENTS, APPROVALS, and CERTIFICATES& DECISIONS:** Where in the contract, provision is made for giving or issue of any notice or consent or approval or certificate or decision by any person, unless otherwise specified, such notice, consent, approval, certificate or decision shall be in writing and the words “notify” “Certify” or “Decide” shall be construed accordingly. Any such consent, approval, certificate or decision shall not be unreasonably withheld or delayed.
- (7) **RESTRICTIONS AGAINST TRANSFER OF RIGHTS DERIVED UNDER THE LEASE AGREEMENT-**
 - 7.1 Save as otherwise provided in the Agreement, the Lessee shall sublease wholly or partially sublease premises to the subsidiary of MAHAPREIT under intimation in writing to the Lessor to which Lessor shall not have any objection and shall be the consenting party.
- (8) **CONTRACT DOCUMENT:**
 - 8.1 **LANGUAGE:** The language of the contract is English.

8.2 **LAW:** The contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to performance or breach of contract shall be filed or taken in any Court of Law except Principal Court of Ordinary Civil Jurisdiction at Mumbai which shall have exclusive jurisdiction to the exclusion of any outside court.

8.3 The several documents forming the contract shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Executive Director who shall issue to the Lessor necessary instructions thereon and in such event, the priority of the documents forming the contract shall be as follows:

1. The Lessor's offer/bid
2. The Letter of Acceptance by Lessee
3. The Lease Agreement
4. The terms and conditions of Lease Agreement
5. Any other document forming part of the contract.

(9) THE LESSEE'S GENERAL OBLIGATIONS:

9.1 **EXPENSES TO BE INCURRED:** The Lessee shall bear all the costs to be incurred for furniture and fixtures if the premises is unfurnished and does not suit to organizational requirement and the Lessor shall not have any objection to do so at the cost of MAHAPREIT.

9.2 **USER:** The Lessee shall use the premises for the permissible activities/facilities/services, within the limits of Area stipulated under the Lease Agreement.

9.3 The Lessee shall not carry out any illegal business/activities in the lease premises nor shall store any prohibited articles or commodities, which could cause damage to the said premises and shall observe strictly the rules and regulations of the Government and local authorities in that regards.

(10) PAYMENT OF LEASE RENT, DEPOSIT, RATES AND TAXES ETC:

10.1 **PAYMENT OF LEASE RENT AND PERFORMANCE DEPOSIT** The Lease Rent per month (excluding rates, outgoings and taxes, etc.) for demised premises shall be payable at the rate per Sq. Mtr. of Carpet Area Per Month and Performance Deposit (3 Months' rent) as specified in the Lease Agreement for the entire period of lease.

10.2 **PAYMENT OF RATES AND TAXES** The Lessor shall bear and duly pay and discharge all existing and future taxes, rates, assessments, cess, dues, duties, impositions, penalties, fees and outgoings of every description from the date of taking over possession of the demised premises by the MAHAPREIT. The Lessee shall bear all charges towards electricity, gas, water, garbage disposal etc., and other services consumed. The Lessee shall make necessary arrangement for availing the said services as per the rules and regulation in that behalf at its own cost.

10.3 **OBTAINING ELECTRICITY:** The Less or shall provide three phase electric supply about 30 kW load required for the premises, at its own cost and the Lessee shall make regular and timely payment of all necessary electricity bills and all outgoings for the same, directly to the authorities concerned.

10.4 **OBTAINING WATER SUPPLY:** The Less or shall be solely responsible for arranging water supply required for, at its own cost and the Lessee shall make regular and timely payment of all necessary expenses of proportionate water bills and all annual maintenance charges to the authorities concerned without any demur.

10.5 **DISPLAY OF SIGN BOARD, SKY SIGN, NEON SIGN, OR OTHER ADVERTISEMENT:** The lessee shall during the continuance of the lease, allowed by the Lessor to affix or display or permit to be affixed or displayed on the demised premises any sign-board, sky sign, neon sign or other advertisement painted, illuminated or otherwise as per the terms and conditions of the Lease Agreement. Provided that, no such permission shall be required in respect of sign-board or advertisement of a reasonable size relating to the specified user of the demised premises by the lessee.

10.6 **ENFORCEMENT OF OBLIGATIONS:** If the Lessor neglects or fails to do anything agreed to do as per the agreed terms, the MAHAPREIT may serve a notice on the Lessor asking him to do things agreed upon as aforesaid and on their neglect or failure to do so, cause the same to be done by the MAHAPREIT and recover and /or adjust the costs thereof from the Lessor.

10.7 **SAFETY SECURITY AND PROTECTION OF ENVIRONMENT:**

10.7.1 The Lessee shall throughout the period of agreement make its own arrangements for safeguarding the premises, equipment, material etc. in the leasehold premises.

10.7.2 The Lessor shall throughout the period of agreement have full regard for safety of all persons entitled to be working in the said premises, and maintain in orderly state, necessary safety equipment, appropriate to the avoidance of danger to such persons during the tenure of the agreement.

10.7.3 The Lessor shall provide and maintain adequate lights, guards, and warning signs etc. when and where ever required.

10.7.4 The lesser shall produce the year of construction document.

(11) **LESSEE'S RESPONSIBILITY AGAINST ALL CLAIMS, ACTIONS, LOSSES, ETC.:** The Lessee shall indemnify and keep indemnified and hold the Lessor harmless from and against all actions, suits, claims, demands, proceedings and against all liabilities, cost, charges, expenses, penalties, losses and damages which may be incurred or suffered by the Lessor directly or indirectly by reason of-

- 11.1 Any breach, default, contravention, non-observance or non-performance by the Lessee/Sub-lessee/Licensee of any terms, conditions, covenants contained in this agreement and on part of the Lessee to be complied with or performed; and the decree or /and order passed in this regard by competent court or authority.
- 11.2 Any loss or damage to the person or property of the Lessor and/or any third party on or about the premises howsoever caused or suffered save and except the breach hereof by the Lessor;

(12) EXECUTION AND REGISTRATON OF LEASE AGREEMENT:

- 12.1 Immediately after payment of Deposit, first month lease rent the MAHAPREIT shall call the Lessor for execution of the agreement to lease, to be prepared, completed and registered, at the cost of the Lessor in the form as mutually agreed between the parties to the Lease Agreement.
- 12.2 The lessee shall, within a period of thirty days from the date of issue of letter thereto by the Lessor, complete the formality of signing of the duly stamped agreement and registration thereof.
- 12.3 The Lessor may, at request of the Lessee, extend the foregoing period by mutually agreed period.

(13) PERFORMANCE SECURITY DEPOSIT:

- 13.1 The Lessee upon acceptance of the offer shall pay Performance Security Deposit in the form of bank guarantee as per the acceptance of an offer as Performance Security till the currency of the Agreement.
- 13.2 The Performance Security shall be paid at the time of execution of Lease Agreement and shall carry no interest.
- 13.3 The Performance Security shall be refundable to the Lessee as per the terms and conditions of the Lease Agreement after the expiry of the lease agreement upon full and satisfactory compliance by the Lessee with all the obligations and requirements under this agreement.
- 13.4 The Lessor shall be at liberty without any further consent from the Lessee than the consent which is implied by the execution of the lease agreement to use/realize the amount of Performance Security or any part thereof towards the fulfillment of payments and satisfaction of any and every sum which may be due by the Lessee to the Lessor or any local/competent authorities and the Lessee shall on demand by the Lessor deposit with the Corporation additional amount in the form of demand draft drawn on any nationalized / scheduled bank in favor of Lessor payable in Mumbai to make good the original amount of

performance security.

- 13.5 Upon the full and satisfactory compliance by the Lessee with all obligations and requirements under this contract, the Performance Security or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the Lessee.

- (14) **INSPECTION OF SITE:** It will be imperative for MAHAPREIT Ltd. to Executive Director, MAHAPREIT Ltd. to fully get informed by visiting and examining the site of all local conditions and factors like surrounding, location of the demised premises, type of construction, electric supply provision, water supply provision, waste material disposal arrangement, suitability of furniture etc. requirements of necessary permission/ approvals/ licenses from the local and competent authorities which may have effect on the construction, permissible use, FSI for the new construction on open area offered under this Offer Document may also be examined and considered by the MAHAPREIT Ltd.
- (15) **SUFFICIENCY OF OFFER:** The Lessee shall be deemed to have satisfied itself as to the correctness and sufficiency of offer, which shall, except insofar as it is otherwise provided in the contract, covers all its rights, obligations, under the contract and all matters and things necessary for proper completion of the Agreement Period.
- (16) **CARE OF CORPORATION'S PROPERTY:** The Lessee shall protect and maintain the said premises and shall not cause any damage to any of its parts during the period of lease in any manner. The Lessee shall ensure that no encroachment of any nature whatsoever takes place in the premise and ensure its protection. The lessee shall adequately insure the furniture and fixture equipment etc. during the entire period of agreement and shall bear the insurance premium and other charges.
- (17) **TERMINATION OF AGREEMENT:**

17.1 The MAHAPREIT shall have the power to terminate the agreement-

- a) If the agreement to lease is executed but the possession of the premises is not given within the specified period or extended period, as the case may be.
- b) If the due permission to provide additional furniture and fixtures as required by the MAHAPREIT to meet its organizational requirements.
- 17.2 In the event of termination of agreement to lease under the above circumstances, the Deposit against the lease premium and the lease rent paid if any shall be refundable without prejudice to the rights of the

MAHAPREIT besides recovery of compensation for loss or damage, if any, suffered in consequence of such default by the Bidder/Offerer.

- 17.3 If during the period of the lease agreement, the MAHAPREIT has reason to be dissatisfied with the management and/or performance of the Lessor or its representative, the MAHAPREIT may by notice in writing call upon the Lessor to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Lessor fails to do so within a period of thirty (30) days after the receipt of such notice, or fails to remedy such cause/s of dissatisfaction to the satisfaction of the MAHAPREIT, then notwithstanding anything contained in the Agreement to the contrary, the MAHAPREIT shall be at liberty at any time thereafter to terminate the agreement by giving the Lessee thirty (30) days' notice in writing and the agreement shall on the expiry of the notice period, shall stand cancelled and it shall be binding upon the Lessor to refund in full the Performance Security/Security Deposit and the rent paid, if any in advance.

(18) Termination of agreement and power of re-entry.

The MAHAPREIT shall be entitled to take back the property owned along with furniture and fixtures provided at its own cost in the let out premises upon termination of the lease agreement and the Lessor shall not have any objection to the said act of the Lessee.

In case, The Lessor Intends to terminate the agreement, the lessor will have to give six(6) months' notice period subject to acceptance of MAHAPREIT.

(19) DELIVERY OF POSSESSION ON TERMINATION OF AGREEMENT-

The Lessee shall, on termination of the agreement for any reason whatsoever, deliver possession of demised premises to the Lessor.

- (20) DISPUTE RESOLUTION:** In case of any dispute or difference of opinion arising between the Lessee and the Lessor, the Lessee shall refer the matter to the Managing Director of MAHAPREIT through the Executive Director immediately. The decision of the Chief Executive Officer of MAHAPREIT shall be final and binding on the Lessee. The Lessor shall be given reasonable opportunity to represent its case before the Executive Director of MAHAPREIT.

- (21) STAMP DUTY / REGISTRATION:** All cost, charges and expenses of and incidental to completing the agreement in duplicate including stamp duty and registration charges shall be borne by the Lessor. The original agreement shall be with the Lessor and Certified Copy shall be with the Lessee. The registration of the agreement shall be the sole responsibility of the Lessor.



- (22) **BROKERAGE/COMMISSION:** Brokerage /Commission are not allowed.
However a broker can approach with their client's property.



APPENDIX – 1

FORMATS FOR TECHNICAL PROPOSAL

Annexure-ATECHNICAL PROPOSAL
Letter of Transmittal

The Chief Executive Officer,
MAHAPREIT LTD.,
1-N, Juhu Supreme Shopping Centre,
Gulmohar Cross Road No.9,
JVPD Scheme, Juhu, Mumbai-400 049.

**Subject: Leasing of premises admeasuring approximately 5000sq.ft. (500 Sq. mtr)
(Carpet Area) at Bandra Kurla Complex, Mumbai for the office of
MAHAPREIT.**

Sir,

I/We_(duly authorized representative of Organization) enclose herewith Technical Proposal to be considered for the above subject. I/We undertake and hereby certify that all the particulars submitted as a part of the Technical Proposal and the documents enclosed therein are true and correct to the best of my/our knowledge and belief. I/We fully understand that if any of the details are found incorrect/untrue, the offer shall be summarily rejected.

I/We have thoroughly read and understood the Instructions to Offerers/Bidders and the Terms and Conditions of agreement given in the Offer Document, which in token of acceptance thereof, have been signed by me/us and I/We hereby agree to duly abide by them

As required by the Terms of Conditions of Offer, I/We have submitted the earnest money of Rs. 1,00,000/- the details of Earnest Money Deposit are as below:

- 1) Name of the issuing bank_____
- 2) Amount_____
- 3) Transaction No. _____
- 4) Date of Transaction_____

Yours faithfully,
Signature

Full Name

Designation

Address

Tel.Nos: _____ EmailID. _____

(Authorized Representative of Organization)
A Copy of Authorization is annexed here with.

Annexure-B

INFORMATION OF BIDDER

1. **Name of the Bidder** :
Name of Contact/Authorized Person:
Complete Residential Address:
:
:
:
Telephone:(O)
(R)
E-mail

2. **Organizational Status** Whether any :
Individuals/Private Property Owners/
Interested Parties/Group of People/
Associations/Agency/ Companies/
Financial Institution/ Bank/ CPSU/
SPSU/ State Govt. /Central Govt. &
Govt. U/T.(Documentary evidence in
support to be attached)

3. **Office address of Organization and** :
Its Branches
Telephone: (Office) :
E-mail :



APPENDIX – 2

FORMATS FOR FINANCIAL PROPOSAL

Annexure-CFINANCIAL PROPOSAL

To
The Chief Executive Officer,
MAHAPREIT LTD.,
1-N, Juhu Supreme Shopping Centre,
Gulmohar Cross Road No.9,
JVPD Scheme, Juhu, Mumbai-400 049.

**Subject: Agreement of premises admeasuring approximately 5000 sq.ft.(500 Sq. mtr)
Carpet Area at Bandra Kurla Complex, Mumbai. for the office of
MAHAPREIT.**

Sir,

1. I/We _____ (duly authorized representative of Organization) enclose herewith Financial Proposal to be considered for the above work.
2. Pursuant to the Notice Inviting Offers for the above cited subject issued on behalf of the Mahatma Phule Renewable Energy and Infrastructure Technology Ltd.(MAHAPREIT), Mumbai, I/We hereby submit our offer for leasing of the premises at (BKC)Mumbai.
3. I/We offer the offer amount as indicated in the “Form of Offer” annexed herewith.
4. I/We agree to keep my/our offer open for acceptance by the MAHAPREIT upto One Hundred and Twenty (120) days from the last date of submission of offer and agree not to revoke our offer/bid any time during such period. I/We shall be bound by the communication of Acceptance of Offer, dispatched by the MAHAPREIT within the validity period.
5. In the event of our offer being accepted by the MAHAPREIT, I/We agree to duly execute the Agreement within the period prescribed in the Offer Document.

Yours faithfully,

Signature:

Full Name:

Designation:

Address:

Tel./ MOBLE No.:

Email ID:

(Authorized Representative of Company/JV/Organization/Firm) A

Copy of Authorization is Annexed herewith.

(Price Bid)

FORM OF OFFER

SCHEDULE OF SUMMARY PRICE

Premises admeasuring approximately ----- sq.mt.at Bandra Kurla Complex, Mumbai for the office use of MAHAPREIT.		
Item	Rate in INR	Rate in INR
A. Rent for Unfurnished premises Rent Per Sq. Mtr. of Carpet Area Per Month	Rs.----- (In Figure)	Rs.------(In Words)

Premises admeasuring approximately ----- sq.mt.at Bandra Kurla Complex, Mumbai for the office use of MAHAPREIT.		
Item	Rate in INR	Rate in INR
B. Rent for Furnished premises Rent Per Sq. Mtr. of Carpet Area Per Month	Rs.----- (In Figure)	Rs.----- (In Words)

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

.....
(Official Address)

Seal of Company.....

Name
Designation.....

APPENDIX – 3

AND INDEX PLAN SHOWING PREMISES

APPENDIX – 3

DETAILS OF PREMISES AND INDEX PLAN SHOWING PREMISES

- 1. Details of Property Location**
- 2. Details of Premises to be provided on Lease**
- 3. Built up Area of Premises**
- 4. Carpet Area of Premises**
- 5. Details of Ownership & Proof**
- 6. GPS Location of Premises**
- 7. Schedule of the Property**
- 8. Details of existing furniture & fixtures but not limited to following:-**

S.No	Details	Remarks In Availability	Yes	NO	Will be provided
1	All Electrical fittings including Air conditioning.				
2	Minimum 10 Cabins				
3	Fully Equipped				
4	Conference room				
5	Minimum 30 Working desks with Chairs.				
6	Maintained Common Area Access				
7	Canteen Availability/Café/Restaurants				
8	Number of Available Car Parking				
9	Lift Service				
10	Security				
11	Safety Equipment's as per the safety guideline				

9. Photographs of Premises

10. Video Clip

SCHEDULE

All the pieces and parcels of the Property admeasuring xxx sq.mtrs. situated at xxxxxx, Taluka xxxxxx District Mumbai and delineated on the plan hereto annexed being thereon surrounded by as follows:

North side bounded by _____

South side bounded _____

East side bounded by _____

West side bounded by _____