

Sub: Notice inviting quotation for renting of office space at NF-0/1, Nehru Place Commercial Complex, Tonk Road, Jaipur-Reg.

Housing & Urban Development Corporation Ltd. (HUDCO) a Public Sector Enterprise owned by the Govt. of India with its registered office at HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi-110003 and its Regional office at HUDCO Bhawan, Vidyut Marg, Jyoti Nagar, Jaipur, invites sealed Bid for renting out office space admeasuring approx. 132.83 sq.mt. at NF/0/1, 1st floor, Nehru Place Commercial Complex, Tonk Road, Jaipur, Rajasthan on 'as is where is basis' for an initial period of 3 years. The offer is only open to Central/State Quasi Govt. agencies or any PSU or any agency of the Govt.

Interested organizations may submit their bids on the proforma enclosed herewith. The following general terms and conditions shall be applicable;

1. Bidders have to bid for the complete office space admeasuring 132.83 sq.mt [approx.] located at NF/0/1, 1st floor, Nehru Place Commercial Complex, Tonk Road, Jaipur, Rajasthan.
2. The bids in two sealed covers containing Technical Bid as per Annexure I and Financial Bid as per Annexure II respectively and finally placed in one sealed cover super scribing on top "Bids for renting office space" with the name and full address of the organization should be sent to: -

The Regional Chief

Housing and Urban Development Corporation Ltd.

Jaipur Regional Office

HUDCO Bhawan, Vidyut Marg, Jyoti Nagar,

Jaipur-302005 (Rajasthan)

So as to reach latest by 3:00 p.m. on 09.11.2021.

3. The bids may be sent by post or deposited in tender box available at Reception in HUDCO Jaipur Regional Office.
4. Bids should be complete in all respects and should reach latest by the stipulated date and time. Incomplete bids or bids received later than the stipulated date and time shall be summarily rejected.
5. The Bids should fulfill all requirements or else it is liable to be rejected without assigning any reason & any communication. In addition, the bidder shall be disqualified, if at any point it is found that information provided by them is incorrect. Any conditional bids shall not be entertained.
6. The bids shall be opened on 09.11.2021 at 4:00 p.m. The representative of bidders can participate in Tender Opening, if so desired.
7. Any modification/change in the offer after opening of the bid, shall not be considered.

8. The monthly base license fee has been fixed @ ₹333/- per sq.mtr. per month and the highest bidder shall be offered the subject space on license. An offer letter indicating the same shall be issued to the successful bidder.
9. The successful bidder shall be required to produce an offer acceptance letter within 30 calendar days of the date of offer letter, failing which the successful bid may be rejected. However, time extension may be granted if reasonable explanation according to HUDCO is provided by the successful bidder. Any extension of time as aforesaid shall be at the sole discretion of HUDCO.
10. A license agreement (copy enclosed at Annexure-A) shall be executed between the successful bidder and HUDCO for which, the stamp duty, other fees, GST etc., shall be borne by the licensee.
11. License fee shall be paid by the successful bidder from the date of possession of the subject premises
12. The license fee shall be automatically increased at the rate of 5% annually.
13. The renewal of license deed after the expiry of 3 years shall be on the sole discretion of HUDCO and as per the new terms and conditions in the license agreement including terms relating to license fees.
14. All the charges, electricity charges, water charges will not form part of monthly license fee and need to be paid separately by the licensee on actual basis to the authorities concerned and copy of the up-to-date payments of the same including arrears, if any, need to be submitted to the Licensors office at the end of each financial year.
15. The monthly license fee needs to be paid in advance on or before 5th of every month.
16. The bidder, before submitting bids, should clearly understand HUDCO's requirement and, in case of any further information / clarification contact official from HUDCO Sh. Arun Sharma, Sr. Manager (OL), Mobile No. +91-94148-48377.
17. For inspection of the premises bidders can visit HUDCO office during working days (Monday to Friday between 10 a.m. to 5 p.m.). It may be noted that no clarification / information after closure of the last date of receipt of bids shall be entertained.
18. The initial period of license shall be 3 years and the mechanisms of renewal, termination of agreement, revision of license fee etc. shall be governed by the license deed to be executed between the parties.
19. Successful bidder shall have to deposit an amount equal to 6 months of license fee to HUDCO as interest free security deposit which shall be refunded less any damages or arrears in payment of license fee, statutory payments, any other cost & charges payable by Licensee under the license agreement at the time of peaceful vacancy of the premises as per license agreement.
20. HUDCO reserves the right to accept or reject any or all the bids without assigning any reason.

21. All the matters of dispute arising out of or in connection with these presents, if any, shall be submitted to the jurisdiction of the courts at Jaipur.
22. The terms and conditions of allotment letter dated 09.03.1988 and lease deed dated 27.03.1991 of JDA is the part of this NIT.

Thanking you,

Yours faithfully,

HUDCO-Jaipur
Regional Office

OFFER FOR HIRING OF OFFICE SPACE

TECHNICAL BID

(To be submitted in separate sealed envelope)

1	Name of the organization	
2	Status of the organization: Specify any one [Central/State Quasi Govt. agencies or any PSU or any agency of the Govt.]	
3	CIN No. PAN No. GST No.	
4	Nature of business	
5	Purpose of hiring the space	
6	Address for communication	
7	Name and designation of the concerned authorized officer.	

Signature: _____

Name & Designation (Office Seal)

Place: _____

Date: _____

OFFER FOR HIRING OF OFFICE SPACE

FINANCIAL BID

(To be submitted in separate sealed envelope)

License fee quoted per sq. mt. per month of Rs. _____ (Figures)
_____ (Words) only.

Signature: _____

Name & Designation (Office Seal)

Place: _____

Date: _____

LICENSE AGREEMENT

This agreement made on ____ day of _____ 2021 between Housing & Urban Development Corporation Limited (HUDCO), a Company registered under the Companies Act, 1956 and validly existing under the Companies Act 2013 having its registered office at "HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi-110003 in the NCT of Delhi and having one of its Regional Office at HUDCO Bhawan, Jyoti Nagar, Jaipur-302005 (hereinafter called the "Licensor" which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the **ONE PART** and _____ having its office presently at _____, (hereinafter called the "Licensee" which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the **OTHER PART**.

- A. Whereas the Licensor is owner and in possession of the built-up office space NF/0/1/First Floor purchased from Jaipur Development Authority with total built up area of **132.83 sq.mtr. (Site Plan enclosed)** on the First Floor, Nehru Place Commercial Complex, Tonk Road, Jaipur (hereinafter called "Licensed Premises") and more particularly described in schedule attached hereto
- B. That in pursuance to _____ acceptance letter dated _____ to HUDCO's offer letter dated _____ and in consideration of the license fee hereinafter reserved and Terms and Conditions herein contained the Licensor has agreed to grant leave and license to the licensee and licensee has agreed to occupy and use the said Licensed Premises on license basis for a period of 3 years commencing from _____ day of _____ 2021 to _____ day of _____ 2024 on the terms and conditions set out herein below:

NOW THIS AGREEMENT WITNESSTH AS UNDER:

1. The Licensor hereby grants a non-transferable leave and license to the licensee to occupy and use the said Licensed Premises on 'as is where is basis' for a period of 3 years commencing from _____ day of _____, 2021 herein after referred to License Period. The premises shall be deemed to have been taken over by the Licensee on the date of commencement of License and the License Fee shall commence from the date of so commencement of License.
2. The licensee shall pay to the licensor a sum of **Rs. _____ per sq.mtr.** of built-up area per _____ month amounting to Rs. _____ [Rupees _____] per month plus applicable taxes for the licensed premises admeasuring **132.83 sq.mtr.** of built-up area) as License Fee to be paid in advance for each month on or before 5th day of each month. Annual license fee shall be increased @ 5% every year during the license period of 3 years and licensee shall be liable to pay license fees so enhanced.
3. The electricity charges, water consumption charges, maintenance cost and municipal taxes as applicable for the licensed premises shall be paid by the licensee separately to the concerned statutory authorities as and when due and

Licensee shall submit the proof of payment thereof to the Licensor. EB deposit and other such deposits to be made to the Statutory Authorities which are refundable in nature shall be paid by the licensor.

4. The licensee shall apply to the concerned authorities for getting separate electricity, water and telephone connections for their use, if required.
5. The licensed premises shall be used by licensee only for carrying on the normal business of the licensee and not for any other purpose neither shall the licensee transfer in any manner or sublet in part or full of the licensed premises to anybody else.
6. Licensee shall deposit an amount equal to 6 [Six] months of license fee to Licensor as interest free security deposit [S.D.] which shall be refunded less any damages, arrears of license fees, cost charges, statutory payments and any other payment payable by the licensee under these presents at the time of peaceful handing over of the vacant premises as per the license agreement.
7. The licensee can bring his own furniture for the office use, make temporary partitions etc. but no permanent alteration and structural changes shall be made in the said premises. If the licensee desires to have any additional fittings and fixtures other than the normal electricity fitting and fixtures provided by the licensor then the licensee may do so at their cost with the prior written permission from the licensor. The licensee shall remove such fixtures and such temporary partitions at the time of handing over the premises to the licensor, failing which the same shall be removed by the licensor and the expense incurred by the licensor in this endeavor shall be borne by the licensee/deducted from the S.D.
8. The licensee shall not be deemed to be in the exclusive occupation of the licensed premises. The licensor, through its authorized officer, may enter upon the premises at any time during the working hours to inspect the premises.
9. The licensee shall not cause any nuisance or annoyance to the people in the neighborhood or store any hazardous goods on the licensed premises.
10. The licensee shall take suitable measures for safeguarding its records and movables to be kept in the said premises.
11. Before expiry of the license period this license agreement can be terminated any time by either party by giving three months prior written notice duly signed by the authorized signatory on either side.
12. Minor and major repairs arising out of use of office space and service facilities shall be taken care of by the licensee. Further, the licensee shall ensure to keep the licensed premises neat and clean.
13. This license shall stand terminated upon expiry of the license period. Further extension/renewal of license beyond the period of 3years, shall be the sole discretion of licensor as per mutually agreed new terms and conditions including revised terms for license fees. The reassessment for the license fee shall be done by an agency mutually agreed /CPWD/PWD.

14. The licensee shall pay the licensor license fee in advance on or before 5th day of each calendar month. If licensee fails to pay the license fee for 3 [three] consecutive months, the licensor shall be entitled to terminate the license and re-enter and take back the possession of licensed premises.
15. Without prejudice to the right of licensor to terminate the license in case of any delay in payment of monthly license fee beyond the grace period of 5 days and other dues payable under these presents, a penal interest @ 18% interest p.a. compounded on monthly license fee basis shall be charged for the period of delay to be calculated on due amount.
16. On expiry of the said term of 3 years of the license or earlier termination thereof, as aforesaid, the licensee shall hand-over vacant and peaceful possession of the licensed premises to the licensor in the same condition in which the premises now exists subject to normal wear and tear, and by removing all the furniture and other things brought in the licensed premises. The licensee's occupation of the premises after such termination shall be deemed to be that of a trespasser.
17. Stamp duty for this agreement and registration fee thereon, if any and any other statutory levies, service tax/GST etc. payable in connection with the license, shall be borne by the licensee.
18. If at any time during the license period, there occurs breach of any terms of this agreement on the part of licensee, the licensor may terminate this license and take back possession of the premises or re-enter the premises without any notice.
19. The vacant office space at **NF/0/1, First Floor, Nehru Place Commercial Complex, Tonk Road, Jaipur** is being given alongwith the building premises for which the inventory is **enclosed at Annexure "B"**. The licensee shall take proper care of these equipments/materials and shall maintain them. These equipments/materials shall be returned in good condition by the licensee to the licensor on expiry of license period.
20. The licensee hereby agrees and undertakes to indemnify and keep indemnified the licensor against any damages or loss or cost suffered by the licensor by the reasons of or in consequence of the license hereby granted to licensee.
21. That nothing herein contained shall be construed as conferring upon the licensee any right or interest in respect of, over, in or upon the premises and to properly of liason.
22. This agreement is made in duplicate and the original will be in possession of the licensor and the duplicate shall be in possession of the licensee.
23. All notices, requests, demands and other communications under these presents shall be in writing duly signed by the authorized representative of either of the parties and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail postage prepaid, or (iii) scanned copy of the same is emailed on the email-id of the authorized representative of the recipient party.

24. The parties hereto agree that the courts at Jaipur shall have exclusive jurisdiction over all the disputes arising out of or in connection of these presents.

SCHEDULE OF THE LICENSED PREMISES

All that piece and parcel of premises consisting of total built up area of **132.83 sq.mtr.** at **NF/0/1, First Floor, Nehru Place Commercial Complex, Tonk Road, Jaipur** with Common Parking space in Commercial Complex.

IN WITNESS WHEREOF the parties have put their hands on the day and year first herein above written.

Name and designation of the authorized officer executing on behalf of the Licensor with office seal	Name and designation of the authorized officer executing on behalf of the Licensee with office seal
For and on behalf of the within named "Licensor: Housing & Urban Development Corporation Ltd." In the presence of 1. _____ 2. _____	For and on behalf of the within named: "Licensee: _____", In the presence of 1. _____ 2. _____

ANNEXURE: "B"**Inventory of Assets in NF/0/1, First Floor, Nehru Place Commercial Complex, Tonk Road, Jaipur**

S. No.	Location	Description	Nos.
1	NF/0/1, First Floor, Nehru Place Commercial Complex, Tonk Road, Jaipur	1. Main Door with Channel Gate	01
		2. Wooden Partition cum door	01
		3. Toilet (Common) with fittings / door	01
		4. Pantry with Sanitary Fitting	01
		5. Window	07
		6. Electricity Fittings / Wiring	Entire space
		7. Water Connection with Sanitary Fittings	
