

**HIRING OF BUILDING ON LEASE RENT FOR  
WORLD BANK FINANCED “ASSIST PROJECT”**

**RFB DOCUMENT**

**JUNE 2023**

**RFB NO. AHIDMS/WB/ASSIST/Estb./28/2023/04**

**ASSAM HEALTH INFRASTRUCTURE &  
DEVELOPMENT SOCIETY**

4th Floor Nayantara Supermarket, Sixmile, Guwahati-781022, Assam

## **DISCLAIMER**

1. This RFB document is neither an agreement nor an offer by the Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project under Assam Health Infrastructure Development & Management Society (AHIDMS) funded by World Bank to the prospective Bidders or any other person. The purpose of this RFB is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFB.
2. ASSIST Project under AHIDMS does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFB document and it is not possible for ASSIST Project under AHIDMS to consider particular needs of each party who reads or uses this RFB document. This RFB includes statements which reflect various assumptions and assessments arrived at by ASSIST Project under AHIDMS in relation to the Hiring of Commercial building on lease/rent. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFB document and obtain independent advice from appropriate sources.
3. ASSIST Project under AHIDMS will not have any liability to any prospective Company / Firm or any other person under any law (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFB document, any matter deemed to form part of this RFB document, the award of the Assignment, the information and any other information supplied by or on behalf of ASSIST Project under AHIDMS or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. ASSIST Project under AHIDMS will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFB.
4. ASSIST Project under AHIDMS will not be responsible for any delay in receiving the Bids. The issue of this RFB does not imply that ASSIST Project under AHIDMS is bound to select a Bidder or to appoint the successful Bidder, as the case may be and ASSIST Project under AHIDMS reserves the right to accept/reject any or all of Bids submitted in response to this RFB document at any stage without assigning any reasons whatsoever. ASSIST Project under AHIDMS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFB Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ASSIST Project under AHIDMS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. ASSIST Project under AHIDMS reserves the right to change / modify / amend any or all provisions of this RFB document. Such revisions to the RFB / amended RFB will be made available on the <https://ahidms.assam.gov.in/>

**PROPRIETARY**

This RFB Document is proprietary to Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project under Assam Health Infrastructure Development & Management Society (AHIDMS) funded by World Bank and ASSIST Project under AHIDMS reserves the right to recall the RFB Document in its entirety (or) in part. All responses to the RFB Document will become the property of ASSIST Project under AHIDMS and will not be returned.

GOVERNMENT OF ASSAM  
**ASSIST PROJECT**  
**REQUEST FOR BIDS (RFB)**  
**Procurement Notice**  
**( One Envelope Bidding Process without e-Procurement)**

NATIONAL OPEN COMPETITIVE PROCUREMENT

**Name of Project: Assam State Secondary Healthcare Initiative for Service Delivery Transformation Project (ASSIST)**

**Contract Title:** “Hiring of Building on Lease rent for ASSIST Project under AHIDM Society including required facilities for a period of 3 years”

Loan No.: 9570-IN

RFB Reference No.: AHIDMS/WB/ASSIST/Estb./28/2023/04

Date: 27.06.2023

The Government of Assam on behalf of Govt. Of India has applied for financing from the World Bank toward the cost of the Assam State Secondary Healthcare Initiative for Service Delivery Transformation Project (ASSIST) and intends to apply a part of the proceeds to cover eligible payments under the contract for as detailed below.

1. Name of Services: “Hiring of Building on Lease rent for ASSIST Project under AHIDM Society” including required facilities for a period of 3 years [may be extended for another 2 years (max)].
2. Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project under Assam Health Infrastructure Development & Management Society (AHIDMS) funded by World Bank invites online RFBs / bids in two stage system (Stage I - Technical bid and Stage II - Financial Bid) from the Owner of the Commercial Building for the services “Hiring of Building on Lease rent for ASSIST Project under AHIDM Society” for a carpet area of 3500 Sft. of in any Floor (must be in a single floor) within 1.5KM (on foot) from Nayantara Super market, Sixmile, Guwahati, Assam on the G.S. Road.” Bidder may offer building having more than 3500 sft of leasable carpet areas, however, for all purposes of the RFB and subsequent contract/agreement, the area shall be considered as 3500 sft only. **The building must not be more than 7 years old. Lease rent carpet area less than 3500 sq feet shall not be considered.** The RFBs shall be available at the <https://ahidms.assam.gov.in/>
3. Date of publishing:
4. Date of download start date & Time: 27.06.2023 at 1400 Hrs.
5. Bid submission start date & Time: 20.07.2023 at 1300 hrs.
6. Bid submission end date & time: 27.07.2023 at 1300 hrs.
7. Bid opening date & time: 27.07.2023 at 1400 hrs.

8. The bidding document is available online on <https://ahidms.assam.gov.in/> (website) from 27.06.2023 . Bid Security documents are to be submitted as per the procedure described in paragraph 10 below. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
9. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously on or before 1300 hours on 27.07.2023 at the office of Project Director, Assam Health Infrastructure Development & Management Society, Dept. of Medical Education & Research, GOA, 4th floor, Nayantara Supermarket Complex, Six Mile , Kanapara, Guwahati, Assam. Both the 'Part' of the bids will be publicly opened at the address given above on the same day at 1400 hours, in the presence of the bidders' designated representatives and anyone who chooses to attend.. Any bid or modifications to bid (including discount) received after bid submission deadline will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
10. Procedure for submission of bid security is described below :

Bid Security: The bidders are required to submit Rs 1,45,000./- (Indian Rupees One lac fourty thousand only) . Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be **valid upto 08.12.2023**.

Bid security may be in the form of Bank Guarantee/ Fixed Deposit/Time Deposit certificate issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of Assam Health Infrastructure Development and Management Society (AHIDMS). (Implementing agency) and such pledging has been noted and suitably endorsed by the bank issuing the certificate.

In case bidder(s) opt to submit bid security in the form of Bank Guarantee, the following bank details of AHIDM Society may be used while obtaining Bank Guarantee. The format for bank guarantee is at Annexure-III:

Account Name - Assam Health Infra Development & Mgt Society World Bank ASSIST Project

Account Number- 245601002420

IFSC – ICIC0002456

Bank Name- ICICI Bank Ltd.

Branch Name- Downtown, Guwahati

**There is no Cost of Bid Document or tender fee**

11. A pre-bid meeting will be held on 03.07.2023 at 1100 hours at the office of Project Director, Assam Health Infrastructure Development & Management Society, Dept. of Medical Education & Research, GOA, 4th floor, Nayantara Supermarket Complex, Six Mile , Kanapara, Guwahati, Assam to clarify the issues and to answer questions on any matter that may be raised at that stage. Bidders are advised to download the bidding document prior to the pre-bid meeting for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.

12. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

Dr. Siddharth Singh, IAS

The Project Director  
Assam Health Infrastructure Development & Management Society,  
Dept. of Medical Education & Research, Govt. of Assam  
4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara,  
Guwahati, Assam, India-781006  
Phone:03613501033  
Email:pmu.ahidms@gmail.com

**Qualification Criteria** (submitted with supporting documents / undertaking): -

- 1) The bidder shall be the sole, exclusive, absolute and lawful owner and is absolutely seized and possessed of, and otherwise well and sufficiently entitles to the commercial property situated in Guwahati.
- 2) The bidder should have completed the full construction of RCC building structure. The premises should have all civil works completed as per sanctioned plan.
- 3) The bidder shall possess Premises free from all sorts of encumbrances, liens, impediments, any statutory notices, court notice, attachments, charges, litigation, injunction, bar from any authority etc. of whatsoever nature.
- 4) The bidder shall be fully empowered and authorized to let out the Premises and nothing shall affect, prejudice or diminish any of ASSIST Project under AHIDMS right.
- 5) The Premises shall be constructed or acquired in accordance with sanctioned plans and applicable laws and regulations and the bidder will, at its sole cost and expense, comply with all future laws and requirement.
- 6) The Premises shall be used for commercial use as per law and shall at their sole cost and expenses comply with all future laws and requirement and disable friendly.
- 7) There should not be any outstanding payments or taxes including municipal taxes and property taxes or transfer / mutation charges pending in respect of Premises and that all utilities charges and whatever dues with respect to Premises are paid up to date to the concerned authorities.
- 8) The bidder should have obtained all the necessary permissions / statutory clearances from all the concerned Authorities for functioning of office building.
- 9) The bidder shall have Permanent Account Number issued by Income Tax Dept.
- 10) The bidder shall be registered with Service tax / GST department and Service tax / GST component shall be shown separately in the bill / Invoice by the bidder.

- 11) The bidder must have GST registration, valid trade license / license for shop & establishment / registration from the State Govt.
- 12) The bidder shall submit EMD as mentioned in the NIT.
- 13) The area of building required on lease rent shall have a carpet area of 3500 Sq ft. in any Floor (must be in a single floor) within the 1.5 kilometer (on foot) from Nayantara Super market, Sixmile, Guwahati, Assam on the G.S Road. Bidder may offer building having more than 3500 sq ft of leasable carpet areas, however, for all purposes of the RFB and subsequent contract/agreement, the area shall be considered as 3500 sq ft only. **The building must not be more than 7 years old.** Lease rent carpet area less than 3500 sq ft area shall not be considered.
- 14) Self-certificate stating that the bidder has not banned or de-listed by any Govt. or Quasi Govt. agency or Public Sector Undertaking.
- 15) ASSIST Project under AHIDMS reserves the right to accept or reject any or all RFBs without assigning any reason and no correspondence shall be entertained in this regard.
- 16) The bidder should see the General Conditions, Technical & Special Conditions of contract very carefully before bidding.

**Project Director**  
AHIDMS, Guwahati



**Part – I**  
**RFB ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

To

The Project Director  
AHIDM Society, ASSIST Project,  
4<sup>th</sup> Floor Nayantara Supermarket,  
Sixmile, Guwahati-781022  
Assam

Date:

**Sub:** Acceptance of Terms & Conditions of RFB.

**RFB no.:** AHIDMS/WB/ASSIST/Estb./28/2023/04

**Name of RFB / Work:** - “Hiring of Building on Lease rent for ASSIST Project under AHIDM Society” for a carpet area of 3500 Sq ft. in any Floor (must be in a single floor) within 1.5 Kilometer (on foot) from Nayantara Super market, Sixmile, Guwahati, Assam on the G.S. Road.”

Dear Sir,

1. I / We have downloaded / obtained the RFB document(s) for the abovementioned ‘RFB from the web site(s) namely: <https://ahidms.assam.gov.in/> as per your advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the RFB documents (including all documents like annex(es), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The minutes of the pre-bid meeting and/ or corrigendum(s), if any issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the RFB conditions of above-mentioned RFB document(s) / minutes of the pre-bid meeting/corrigendum(s) in its totality / entirety.
5. In case any provisions of this RFB are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this RFB/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

## FORM OF RFB

To

The Project Director  
AHIDM Society  
4<sup>th</sup> Floor Nayantara Supermarket,  
Sixmile, Guwahati-781022  
Assam

Sub: "Hiring of Building on Lease rent for ASSIST Project under AHIDM Society" for a carpet area of 3500 Sq ft. in any Floor (must be in a single floor) within 1.5 Kilometer(on foot) from Nayantara Super market, Sixmile, Guwahati, Assam on G.S. Road."

Sir,

1. Having examined the information and instructions for submission of RFB, general conditions of contract, Special Condition of contracts, Technical, General and Detailed requirement, agreement and bank guarantee forms, etc for the above named RFB, I / We hereby submitting our bid for leasing of the premises referred to in the RFB documents in conformity with the said Conditions of Contract, requirements, this RFB Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to provide the premises on lease rent comprised in the Contract within the time as stated in the RFB and also in accordance in all respects as mentioned in the RFB documents.
3. I/We am/are submitting for the RFB mentioned in the table below and submitting the EMD payable at **GUWAHATI** Nationalized / schedule bank as per the details given therein:

SI. No.	Name of work	Type of instrument (FD/BG etc)	EMD (Rs.)	Details of Bank (Name of Bank, Branch and address)
1	"Hiring of Building on Lease rent for ASSIST Project under AHIDM Society" for a carpet area of 3500 Sq ft. in any Floor (must be in a single floor) within 1.5 kilometer (on foot) from Nayantara Super market, Sixmile, Guwahati, Assam in the G.S. Road."			

4. I / We agree to abide by this RFB. I / We agree to keep the validity of Bid for a period of 90 days from the date of submission of bids or extension there to as required by the ASSIST Project under AHIDMS and not to make any modifications in its terms and conditions.

5. I / We agree, if I / we fail to keep the validity of the bid as aforesaid or I / we make any modifications in the terms and conditions of my/ our bid if I / We fail to commence the execution of the works as above, I / We shall become liable for forfeiture of my / our Earnest money, as aforesaid and ASSIST Project under AHIDMS shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be returned by ASSIST Project under AHIDMS within 30 days of signing of Agreement to execute all the works referred to in the RFB documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this bid be accepted, I / We agree to abide by and fulfill all the terms and conditions and provisions of this RFB. No interest is payable on earnest money deposit.
6. If this bid is accepted, I / We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this bid together with your written acceptance thereto shall constitute a binding contract.
7. If my / our bid is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi-Govt. agency or Public Sector Undertaking.
8. I / We understand that you are not bound to accept the lowest or any bid you may receive and may reject all or any bid without assigning any reason.
9. I / We certify that the bid submitted by me, us is strictly in accordance with the terms, conditions, requirement etc. as contained in the RFB document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

Duly authorized to sign & submit Bid for an on behalf of  
(Name and address of firm)

**Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project under Assam Health Infrastructure Development & Management Society (AHIDMS) funded by World Bank**

**INSTRUCTIONS FOR SUBMISSION OF BID**

- 1) All letters and information to be included in the bid shall be submitted along with the bid itself.
- 2) This RFB schedule is only for the work of “Hiring of Building on Lease rent for ASSIST Project under AHIDM Society” for a carpet area of 3500 Sq ft. in any Floor (must be in a single floor) within 1.5 kilometer (on foot) from Nayantara Super market, Sixmile, Guwahati, Assam in the G.S. Road.”
- 3) Details of Estimated cost and EMD:

<b>Sl. No</b>	<b>Name of Work</b>	<b>Total Estimated Cost excluding GST for 3 years hiring (Rs. in lakh)</b>	<b>Earnest Money Deposit (EMD) (Rs. in lakh)</b>
A.	“Hiring of Building on Lease rent for ASSIST Project under AHIDM Society” for a carpet area of 3500 Sq ft. in any Floor (must be in a single floor) within 1.5 kilometer (on foot) from Nayantara Super market, Sixmile, Guwahati, Assam on the G.S. Road.”	83.52 lakhs	1.45 lakhs

The estimated cost is including all the taxes levies etc. excluding GST. The applicable service tax / GST components should have to be shown separately by the bidder.

- 4) RFB should be submitted in single envelop on or before 27.07.2023 at 1300 hours to be delivered at :

office of Project Director, Assam Health Infrastructure Development & Management Society, Dept. of Medical Education & Research, GOA, 4th floor, Nayantara Supermarket Complex, Six Mile , Kanapara, Guwahati, Assam

Technical Part: - Following document shall be submitted in “ORIGINAL” under technical part of the bid:

- i. The bid document marked original duly completed, signed and stamped on every page.
- ii. The ‘RFB Acceptance Letter’ duly signed and stamped.
- iii. The ‘Form of RFB’ duly signed and stamped.
- iv. Earnest Money Deposit (FD/BG etc) as prescribed
- v. Signed and stamped copies of all the documents mentioned in the qualification

criteria and technical specifications along with property documents showing property area of 3500 sq ft (Carpet area) for lease rent & the building is not more than 7 years old.

- vi. Letter of Authority for signing and negotiation of RFB (as the case may be).
- vii. Signed and stamped copy of GST registration certificate.
- xii. Signed and stamped copy of Permanent Account Number (PAN) issued by Income Tax Department.
- xiii. Signed and stamped of a valid trade license / license for shop & establishment / registration from the State Govt.
- xiv. Signed and stamped Declaration stating that the firm/individual has not been **banned** or **de- listed** by any govt. or quasi-Govt. agency or Public Sector Undertaking.
- xv. Signed and stamped Declaration stating that no alteration has been made in any form in the downloaded RFB document is to be enclosed with the RFB by the bidder for the down loaded RFBs

**Non submission of any of the above documents shall lead to disqualification of the bid**

**Financial Part: - Financial Bid provided along with this-RFB shall be used for quoting prices / offer.**

- i. Schedule of Prices duly filled in the specified form.
- ii. This will contain fixed price lease rent for hiring the premises including monthly maintenance charges per sq. feet per month & by taking into consideration that no advance rent as Security Money is payable by Authority for hiring the building. Annual lease rent increment @ 5% shall be allowed after completion of each year of lease rent.
- iii. It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid) will be a sufficient cause for rejection of bid.

**Price Adjustment on the quoted financial amount:**

The Primary objective of the RFB is to get a rented premise of required space and specification at the least possible distance (on foot) from the office of AHIDM Society located at Nayantara supermarket, Sixmile, Khanapara. So as to attain this objective, the final bid price (including all) of all the other bidders except the technically responsive bidder who offered nearest premise shall be adjusted by loading with 5% price for evaluation purpose only.

**Final Evaluation criteria to determine successful bidder :**

The technically responsive bidder with lowest evaluated price per sq feet per month (after price adjustment mentioned above) shall be emerged as successful bidder.

- 5) Bidders are advised to submit quotation strictly based upon requirement, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid. Bidders may quote for one location or more than one location.
- 6) Earnest Money Deposit against the RFB in the Notice inviting RFB should be submitted as prescribe. There is no EMD exemption for the RFB for any type of bidders. Bids not accompanied with EMD are liable for rejection.
- 7) The bid shall be duly signed and sealed by an authorized person of the bidder's organization as following:
  - (a) If the RFB is submitted by an individual, it shall be signed by the proprietor of the property above his full name and full name of his firm with its current business address.
  - (b) If the RFB is submitted by the proprietary firm, it shall be signed by the proprietor of the firm with its name and current business address.
  - (c) If the RFB is submitted by a firm in partnership, it shall be signed by all the partners of the firm, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the RFB in which cases a certified copy of the power of attorney shall accompany the RFB. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the RFB.
  - (d) If the RFB is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the RFB in which case a certified copy of the power of attorney shall accompany the RFB. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
- 8) Bidders shall clearly indicate their legal constitution and the person signing the RFB shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The authority may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 9) The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case ASSIST Project under AHIDMS requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to ASSIST Project under AHIDMS at the earliest where no time is specified by ASSIST Project under AHIDMS to furnish the same. A failure to furnish the same shall entitle ASSIST Project under AHIDMS to cancel / reject the bid.

- 10) If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 11) Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers, E-mail ID's and other communication details enabling ASSIST Project under AHIDMS to contact the bidder in case the need so arise.
- 12) ASSIST Project under AHIDMS shall have an unqualified option under the said bid security/EMD to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the ASSIST Project under AHIDMS decides to award the Work to the Bidder.
- 13) In the event of the Bidder becoming the successful or unsuccessful Contractor, the amount of the EMD shall be returned by ASSIST Project under AHIDMS within 30 days of signing of Agreement by ASSIST Project under AHIDMS with successful bidder.
- 14) ASSIST Project under AHIDMS shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by ASSIST Project under AHIDMS.
- 15) The RFB Evaluation Committee (BEC) shall open the RFBs in the presence of the intending bidders who may be present at the date and time of opening informed in the bid document or subsequently.
- 16) The successful bidder shall be required to execute a contract agreement in the given format. In case of any refusal / failure on the part of such successful bidder to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.
- 17) Each Bidder shall submit only one Bid for the RFB. A Bidder who submits more than one Bid will cause proposals with the Bidder's participation to be disqualified.
- 18) The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process
- 19) ASSIST Project under AHIDMS reserves the right to reject any or all bids without assigning any reasons.

## GENERAL CONDITIONS OF CONTRACT

### CONTENTS

CLAUSE-1	:	DEFINITIONS
CLAUSE-2	:	INTERPRETATIONS
CLAUSE-3	:	PERFORMANCE GUARANTEE
CLAUSE-4	:	SECURITY DEPOSIT
CLAUSE-5	:	SUFFICIENCY OF RFB
CLAUSE-6	:	CONTRACT DOCUMENTS
CLAUSE-7	:	DISCREPANCIES AND ADJUSTMENT OF ERRORS
CLAUSE-8	:	DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE
CLAUSE-9	:	ASSIGNMENT AND SUB-LETTING
CLAUSE-10	:	FACILITIES TO OTHER CONTRACTORS
CLAUSE-11	:	CHANGE IN CONSTITUTION OF THE FIRM TO BE INTIMATED
CLAUSE-12	:	COMMENCEMENT OF WORK
CLAUSE-13	:	WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS DRAWINGS AND ORDERS ETC.
CLAUSE-14	:	SETTING OUT THE WORKS
CLAUSE-15	:	URGENT WORKS
CLAUSE-16	:	DEVIATIONS, VARIATIONS, EXTENT & PRICING
CLAUSE-17	:	CONTRACTOR'S SUPERVISION
CLAUSE-18	:	INSTRUCTIONS AND NOTICE
CLAUSE-19	:	PLANT AND EQUIPMENT
CLAUSE-20	:	PATENT RIGHTS
CLAUSE-21	:	MATERIALS
CLAUSE-22	:	LAWS GOVERNING THE CONTRACT
CLAUSE-23	:	WATCH & WARD AND LIGHTING
CLAUSE-24	:	WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS
CLAUSE-25	:	LABOUR
CLAUSE-26	:	MATERIALS OBTAINED FROM EXCAVATION SUCH AS FOSSILS, COINS ETC.
CLAUSE-27	:	FORCE MAJEURE
CLAUSE-28	:	LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF
CLAUSE-29	:	CONTRACTOR'S LIABILITY AND INSURANCE
CLAUSE-30	:	SUSPENSION OF WORKS
CLAUSE-31	:	FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
CLAUSE-32	:	TERMINATION OF CONTRACT ON DEATH
CLAUSE-33	:	CARRYING OUT PART WORK AT THE RISK & COST OF THE CONTRACTOR
CLAUSE-34	:	COMPLETION TIME AND EXTENSIONS
CLAUSE-35	:	LIQUIDATED DAMAGES FOR DELAY
CLAUSE-36	:	WHEN THE CONTRACT CAN BE DETERMINED
CLAUSE-37	:	INSPECTION AND APPROVAL
CLAUSE-38	:	COMPLETION CERTIFICATE & COMPLETION PLANS
CLAUSE-39	:	MEASUREMENTS
CLAUSE-40	:	PAYMENT ON ACCOUNT
CLAUSE-41	:	TAXES, DUTIES AND LEVIES ETC
CLAUSE-42	:	TAX DEDUCTION AT SOURCE
CLAUSE-43	:	PAYMENT OF FINAL BILL
CLAUSE-44	:	OVER PAYMENTS AND UNDER PAYMENTS
CLAUSE-45	:	FINALITY CLAUSE
CLAUSE-46	:	SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS



## GENERAL CONDITIONS OF CONTRACT

### CLAUSE - 1: DEFINITIONS

In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- i) **Contract:** means the documents forming the RFB and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Project Director, ASSIST Project, AHIDM Society and the contractor, together within the documents referred to therein including these conditions, the specifications, requirements, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful bidder who is awarded the contract to perform the work covered under this RFB document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Carpet Area :** The area of a building that can be covered by a carpet or the net usable area . It is the distance between the inner walls and excluding common areas including the lift, corridors, staircase, and other common amenities.
- (iv) **Employer** means the Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS) and his successors.
- (v) **AHIDMS / Authority / Department / Owner** shall mean the Assam Health Infrastructure Development & Management Society, which invites RFBs on behalf of the Project Director, ASSIST Project under AHIDMS and includes therein-legal representatives, successors and assigns.
- (vi) **Project Director :** means Project Director of Assam Health Infrastructure Development & Management Society.
- (vii) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (viii) **Work Order** means a letter from the Authority conveying the acceptance of the RFB/offer subject to such reservations as may have been stated therein.
- (ix) **Day:** means a calendar day beginning and ending at mid-night.
- (x) **Week:** means seven consecutive calendar days
- (xi) **Month:** means the one Calendar month.
- (xii) **Work/ works:** means work / works to be executed in accordance with the contract for leasing the required space stipulated in the RFB
- (xiii) **Schedules** referred to in these conditions shall mean the relevant schedules annexed to the RFB

(xiv) **RFB value** means the value of the entire work as stipulated in the letter of award.

## **CLAUSE – 2: INTERPRETATIONS**

Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

## **CLAUSE – 3: PERFORMANCE GUARANTEE**

There is no performance guarantee to be deposited.

## **CLAUSE – 4: SECURITY DEPOSIT**

There shall be no Security Deposit.

## **CLAUSE – 5: SUFFICIENCY OF RFB**

The contractor shall be deemed to have satisfied himself before submitting its bid as to the correctness and sufficiency of this RFB for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.

## **CLAUSE – 6: CONTRACT DOCUMENTS**

The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English.

The Contractor shall be furnished free of charge certified true copy of the contract document.

None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

## **CLAUSE – 7: DISCREPANCIES AND ADJUSTMENT OF ERRORS**

Any error in description, prices or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to the requirements or from any of his obligations under the contract.

If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules:

- (a) In the event of error / discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly, the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.
- (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

**CLAUSE-8: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE DELETED**

**CLAUSE – 9: ASSIGNMENT AND SUB-LETTING**

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract.

**CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS**

The contractors shall, in accordance with the requirements of the work as decided by the Engineer-in- Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other agency properly authorised by Authority or any statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works.

**CLAUSE – 11: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED**

Where the contractor is a partnership firm, prior approval in writing of the Engineer- in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 36 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-36.

**CLAUSE – 12: COMMENCEMENT OF WORK**

The contractor shall provide the premises as per the terms and conditions of the contract, after furnishing the full requirement stipulated in the RFB. The Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit

the earnest money.

**CLAUSE-13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.**

**Deleted**

**CLAUSE – 14: SETTING OUT THE WORKS**

The contractor shall provide all assistance and adhere to the instruction of E.I.C during the course of surveying, inspection, etc.

**CLAUSE – 15: URGENT WORKS**

If any urgent work (in respect of which the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed by Engineer-in-Charge, provided the directions are in accordance and confirmatory with provisions in Clause – 8.

**CLAUSE – 16: DEVIATIONS, VARIATIONS, EXTENT AND PRICING**

**Deleted.**

**CLAUSE - 17: CONTRACTOR'S SUPERVISION**

**Deleted**

**CLAUSE - 18: INSTRUCTIONS AND NOTICE**

Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.

All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.

The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work through letter / email.

**CLAUSE -19: PLANT AND EQUIPMENT**

**Deleted**

**CLAUSE – 20: PATENT RIGHT**

**Deleted.**

**CLAUSE – 21: MATERIALS**

The contractor shall at his own expenses provide / arrange all materials required for the bona-fide use of the leased property under the contract.

**CLAUSE - 22: LAWS GOVERNING THE CONTRACT**

The Courts at Guwahati only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

**CLAUSE - 23: WATCH & WARD AND LIGHTING**

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watch & ward when and where necessary or as required by the Engineer-in- Charge for the protection of the leased property or for the safety and convenience of those who will use the leased property.

**CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

**Deleted**

**CLAUSE - 25: LABOUR**

**Deleted**

**CLAUSE – 26: MATERIALS OBTAINED FROM EXCAVATION SUCH AS COINS, FOSSILS, ETC.**

**Deleted**

**CLAUSE – 27: FORCE MAJEURE**

The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not

caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

#### **CLAUSE - 28: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

If the contractor or his labour or his sub-contractor, injure, destroy or damage, office furniture, equipment, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, etc. in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to ASSIST Project under AHIDMS or to any person during the tenure of contract, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.

#### **CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE**

From commencement to completion of the Contract as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the Authority's Equipment, furniture and Material.

i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure".

The contractor shall take special precautions to see those public places and roads adjacent to contractor's leased property are not blocked at anytime either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.

The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

Before commencing execution of the contract, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the building rented to the Authority) public liability by arising out of the carrying out of the contract. For this purpose, the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.

- a) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
- b) Property liability limits for each accident not less than Rs. 1,00,000;

### **CLAUSE – 30: SUSPENSION OF WORKS**

**Deleted**

### **CLAUSE – 31: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the RFB the Authority decides to abandon or reduce the area of lease for reason whatsoever, authority, shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the contracts in full but which he could not derive in consequence of the fore closure of the whole or part of the contract.

### **CLAUSE – 32: TERMINATION OF CONTRACT ON DEATH**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

**CLAUSE– 33: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR**

Deleted

**CLAUSE - 34: COMPLETION TIME AND EXTENSIONS (not relevant for this contract)**

Deleted

**CLAUSE – 35: LIQUIDATED DAMAGES FOR DELAY**

There is no liquidity damage for delay, since lease rent payment shall commence only after successful handing over the premises to ASSIST Project under AHIDMS.

**CLAUSE – 36: WHEN THE CONTRACT CAN BE DETERMINED**

Deleted

**CLAUSE – 37: INSPECTION AND APPROVAL**

Deleted

**CLAUSE – 38: COMPLETION CERTIFICATE AND COMPLETION PLANS**

Deleted

**CLAUSE - 39: MEASUREMENTS**

The Engineer-in-charge shall, except as otherwise provided, ascertain and determine the area of rented premises.

**CLAUSE – 40: PAYMENT ON ACCOUNT**

The Authority shall pay the rent to the Owner of the premise every month plus applicable GST in advance on or before the 7th day of current English calendar month, subject to deduction of TDS as may be applicable.

**CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.**

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard except service tax/GST. The applicable service tax/GST components should have to be shown separately by the contractor during submission of bills which would be paid to the contractor as applicable. If any new taxes/ change in taxes /increase in taxes become



applicable after the commencement of the contract affecting the total cost, ASSIST Project under AHIDMS may pay the new taxes/ change in taxes/ increase in taxes after ascertaining proper certification and proof to this extent submitted by the bidders. The contractor has to furnish the proof of payment to the concerned Govt. Authorities before claiming the next bill.

**CLAUSE-42: TAX DEDUCTION AT SOURCE**

TDS and other statutory taxes at the applicable rate as per the various Tax Act/Rules of the Govt. shall be deducted from all the payment/advances made against the contract.

**CLAUSE – 43: PAYMENT OF FINAL BILL**

The final rent to the Owner of the premise plus applicable GST in advance on or before the 7th day of current English calendar month, subject to deduction of TDS as may be applicable.

**CLAUSE - 44: OVER PAYMENTS AND UNDER PAYMENTS**

**DELETED**

**CLAUSE – 45: FINALITY CLAUSE**

**Deleted**

**CLAUSE – 46: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS**

**Deleted**

## **PART- II**

### **TECHNICAL SPECIFICATIONS (EQUIREMENTS) AND SPECIAL CONDITIONS**

1. The bidder shall be the sole, exclusive, absolute and lawful owner and is absolutely seized and possessed of, and otherwise well and sufficiently entitles to the commercial; property situated at Guwahati.
2. The bidder should have completed the full construction of RCC covered building structure. The premises should have all civil works completed as per specifications / requirement with an assurance that there are no defect, including any damp, leakages, cracks in walls, damage by termites, excessive structural sagging ceilings etc., and / or any other encumbrances or otherwise in the premises.
3. The bidder shall possess Premises free from all sorts of encumbrances, liens, impediments, any statutory notices, court notice, attachments, charges, litigation, injunction, bar from any authority etc. of whatsoever nature.
4. The bidder shall be fully empowered and authorized to let out the Premises and nothing shall affect, prejudice or diminish any of AHIDMS right.
5. The Premises shall be constructed or acquired in accordance with sanctioned plans and applicable laws and regulations and the bidder will, at its sole cost and expense, comply with all future laws and requirement.
6. The Premises shall be used for commercial use as per law and shall at their sole cost and expenses comply with all future laws and requirement.
7. There should not be any outstanding payments or taxes including municipal taxes and property taxes or transfer / mutation charges pending in respect of Premises and that all utilities charges and whatever dues with respect to Premises are paid by the bidder up to date to the concerned authorities.
8. The bidder should have obtained all the necessary permissions / statutory clearances from all the concerned Authorities for functioning of office building. The bidder should have constructed in full compliance with all subdivision, building, zoning, environmental, and insurance laws and regulations and the Bidder should not have received any notice of violation of municipal regulations, ordinance, order and the like affecting the Premises.

9. The bidder shall have Permanent Account Number issued by Income Tax Dept.
10. The bidder shall be registered with Service tax / GST department and Service tax / GST component shall be shown separately in the bill / Invoice by the bidder.
11. The bidder must have GST registration, valid trade license / license for shop & establishment / registration from the State Govt.
12. The area of building required on lease rent shall have minimum 3500 Sft carpet with RCC covered in any Floor of the building. Building/Floor having more than 3500 sft of leasable carpet areas, however, for all purposes of the RFB and subsequent contract/agreement, the area shall be considered as 3500 sft only. **The building must not be more than 7 years old. Lease rent carpet area less than 3500 sq feet shall not be considered.**
13. The furnishing (interior work) shall be carried out by the authority at his own cost with standard equipment / items as per the direction of the EIC (or) his authorized representative's satisfaction to make it fictionalization of office works.
14. The Location of the building shall be within 1.5 kilometer (on foot) from Nayantara Super Market, Sixmile, Khanapara, Guwahati, Assam on the G.S. Road.
15. Self-certificate stating that the bidder has not banned or de-listed by any Govt. or Quasi Govt. agency or Public Sector Undertaking.
16. Undertaking shall be submitted on above items separately by the bidder as supporting document, if relevant documents do not exist.
17. ASSIST Project under AHIDMS reserves the right to accept or reject any or all RFBs without assigning any reason and no correspondence shall be entertained in this regard.
18. The bidder should see the General Conditions, Technical & Special Conditions of contract very carefully before bidding.

**6. ADDITIONAL CONDITIONS: -**

- i. The lease rent premises shall be provided with uninterrupted (24/7) power supply backed up with suitable DG genset.
- ii. There should be at least 5 independent parking spaces for the ASSIST project and sufficient visitors parking.

- iii. The lease rent premises shall be at least 3 well ventilated toilets blocks with exhaust fan.
- iv. The lease rent premises shall be having provision of lift/elevator ( in case offered floor is above 2<sup>nd</sup> floor)
- v. The lease rent premises shall be having 3 phase electric line with permissible electrical load capacity of atleast 50 KW for the use of ASSIST Project.
- vi. The flooring of the lease rent premises must be of vitrified tiles or marbles.
- vii. The owner of the lease rent premises must allow the authority of the ASSIST project to do the required interior works, furnishing etc.

**7. DEPLOYMENT OF MANPOWER FOR SAFETY & SECURITY**

The bidder shall be responsible for the safety & security of the building premises. The bidder is also responsible for any injury / loss of life of the personnel deployed by him during the contract period.

## **SPECIAL CONDITIONS**

### **A. HOLD HARMLESS:**

- i) The Contractor should indemnify and hold the Authority harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Authority.
  - a. The Contractor should protect, defend and indemnify the Owner from any claims by anybody.

### **B. MISCELLANEOUS:**

The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.

## PART-III (PRICE BID)

### Financial Bid Format

RFB Inviting Authority: AHIDM Society, ASSIST Project

Name of Work: RFB for Hiring of Building on Lease rent for ASSIST Project under AHIDM Society” for a carpet area of 3500 Sft. in any Floor

(must be in a single floor) within 1.5 kilometer (on foot) from Nayantara Super market, Sixmile, Guwahati, Assam on the G.S. Road.

RFB No. AHIDMS/WB/ASSIST/Estb./28/2023/04

Bidder Name :					
<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder. Bidder should fill the rated in relevant columns, else the bidder is liable to be rejected for this RFB. Bidder should include all applicable taxes, maintenance charges, all facility charges, overhead etc. in their quoted rate.)					
<b>NUMBER</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity (Total carpet Area)</b>	<b>Units</b>	<b>RATE In</b> <b>Figures (Inclusive all) To be entered by the Bidder per Sq Feet per month</b> Rs. P	<b>RATE In</b> <b>Words (Inclusive all) To be entered by the Bidder per Sq Feet per month</b>
1	2	3	4	5	7
1.00	Hiring of Building on Lease rent for ASSIST Project under AHIDM Society” for a carpet area of 3500 Sft. in any Floor (must be in a single floor) within 1.5 kilometer(on foot) from Nayantara Super market, Sixmile, Guwahati, Assam on the G.S. Road.		Sq Feet.		INR_____only.

**LEASE DEED / Agreement Format**

The Lease Deed (Deed) is made and executed here in this the ..... day of....., 2023 at Guwahati.

**BETWEEN**

**M/S.** ..... as company incorporated within the meaning of companies Act, 1956 having its registered office situated at ..... in the district of ..... , being represented by, **Shri / Smt** .....hereinafter called "**THE LESSOR**" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its affiliates, subsidiaries, successor, and/or successors in interest and assigns) of **the FIRST PART**.

**-AND-**

Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project under Assam Health Infrastructure Development & Management Society (AHIDMS) funded by World Bank having its office at 4th Floor Nayantara Supermarket, Sixmile, Guwahati-781022, Assam duly represented by its authorized signatory **Dr. Siddharth Singh, IAS , Project Director**, hereinafter called "**THE LESSEE**" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its affiliates, subsidiaries, successor, and / or successors in interest and assigns) of the **SECOND PART**.

The Lessor and the Lessee are collectively, hereinafter referred to as the "PARTIES".

**WHEREAS:**

- A. The Lessor is the sole, exclusive, absolute and lawful owner and is absolutely seized and possessed of, and otherwise well and sufficiently entitles to the commercial; property situated at ..... in all admeasuring RCC Covered \_\_\_\_\_ Floor – 3500 Sq Ft of carpet area (herein referred to as Scheduled Premises) the Scheduled Premises is more particularly described in the Schedule hereto written below.
- B. Based on the representations warranties and convenience made by the Lessor to the Lessee the Lessee has agreed to take on the lease property from the Lessor on the terms and Conditions set out in this agreement.
- C. The party is now desire to record the terms and conditions upon and subject to which the letter said granted a lease of and the Lessee shall take on lease the Lease property
- D. That the Lessor further represents to the Lessee that it has unrestricted and exclusive rights to use, maintain, develop and let out the said Premises including all liberties, easement, rights, advantages, entrances, passages, right to ingress and egress including all common facilities and he/she/it is competent to execute this deed on the terms and conditions contained hereto. The Lessor ensure the Lessee that there is nothing contained in it constitution documents that may prejudice documents that may prejudice the grant of this Lease.
- E. That the Lessor further represents to the Lessee that the said Premises is free from all sorts of encumbrances, liens, impediments, any statutory notices, court notice, attachments, charges, litigation, injunction, bar from any authority etc. of whatsoever nature and the Lessor is fully

empowered and authorized to let out the said Premises to the Lessee and nothing shall affect, prejudice or diminish any of the Lessee rights under this Deed. The Lessor represents that the said Premises has been constructed or acquired in accordance with sanctioned plans and applicable laws and regulations and the Lessor will, at its sole cost and expense, comply with all future laws and requirement that may arise. The Lessor further represents that the said Premises can be used for commercial use as per law and shall at their sole cost and expense comply with all future laws and requirement that may arise. The Lessor also represents that there are no outstanding payments or taxes including municipal taxes and property taxes or transfer/mutation charge pending in respect of the Said Premises and that all utilities charges and whatever dues with respect to the Said Premises are paid up to date to the concerned authorities.

- F. The Lessee is a Govt. organization constituted by Government of Assam as Assam Health Infrastructure Development & Management Society (AHIDMS) as an apex autonomous body under Medical Education & Research Department, Govt. of Assam for planning, monitoring, coordination and implementation of projects funded by multilateral funding agencies. The society is registered under the Societies Registration Act 1860 with registration no RS/KAM(M)/263/Z/511 of 2021-2022.

The Lessor with the aforesaid representation and declarations has agreed to grant to the Lessee and the Lessee has agreed to take on lease the said premises for the right to use, occupy and carry out its aforesaid business at the said premises on the terms and conditions, hereinafter, appearing. The lessor shall arrange NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good consideration, the adequacy of which is hereby acknowledged, the parties intending to be bound legally, agrees as follows:

## 1. GRANT OF LEASE

- i. Subject to the Lessee making timely payments as per this Deed and observing the covenants under this Deed, the Lessor hereby agrees to grant lease of the Said Premises to the Lessee, to enable the Lessee to set and conduct business at the Said Premises. The Lessee shall be liable to obtain, at its own risk and expenses, all the necessary trade permission, licenses to run the permitted business at the said Premises. The lessee shall provide all the requisite documents from time to time to the Lessee to do the legal business in the said premises.
- ii. The subject matter of this Lease i.e., the Said Premises is the space as mentioned in Annexure IA: Schedule of the Premises.

## 2. LEASE PERIOD

- i. THE GRANT OF THE Lease to the Lessee of the Said premises shall be for a period of 3 (three) years, extendable at mutual consent for next consequent year (maximum extension shall be 2 years) effective from the **Rent Commencement Date** (as defined in Clause 4 (III)) unless determined before, in terms of this Deed (herein after known as '**Lease Period**') however the term can be further extended with the mutual consent of both the parties.
- ii. The lessor shall not be entitled to terminate this Deed during the Lease Period except under Clause 8(i)(b).

## 3. OBLIGATIONS OF THE LESSOR AND LESSEE

- i. **Lessor's Obligations:**
  - a). The lessor declares and confirms that the vacant, peaceful and physical possession of the said Premises shall be made after diligently completing all civil works as undertaken and specified in the **ANNEXURE- IB** to this Deed with an assurance that there are no defect, including any damp, leakages, cracks in walls, damage by termites, excessive structural sagging ceilings etc., and/or any other encumbrances or otherwise in the premises.
  - b). All such civil works, and its persistence throughout, are an indispensable obligation of the Lessor and of essence to the contract, and the lessor shall assure that if during handing over of the said



premises any such work is not up to the specification of the Lessee as per **ANNEXURE- IB**, then the same shall be updated/made as per the requirement at no extra cost to the Lessee.

- c). If any approval/no objection is required to be obtained from any authorities or local association for doing the fit outs in the said Premises or for occupation of the said premises by the Lessee, the Lessee shall obtain the same and the cost for such approval/no objection shall be borne by the Lessee. The lessor shall provide all the necessary documents and support for the same.

**ii. Lessee's Obligation:**

- a). The Lessee shall accept the possession of the said premises when the Lessor makes available having complied with Clause 3(i)
- b). The lessee shall not be entitled to occupy any other space/area except the said Premises mentioned herein above.

**4. PAYMENT OF LEASE RENT & RENT ESCALATION**

- i). In consideration of the lessee being allowed the peaceful possession of the said Premises and this lease thereof, the Lessee shall pay the rent to the Lessor every month (herein after known as "Rent) @ Rs. .... per Sqft (furnished) for a carpet area of 3500 sqft") of a sum of Rs. ..../- (Rupees..... only) plus applicable GST in advance on or before the 7th day of current English calendar month, subject to deduction of TDS as may be applicable, or any other statutory deductibles, by way of cheque or electronics transfer in favour of lessor. In case of delay beyond 7 days from the due date, there will be no interest to be levied on the amount. The GST, if any, shall be borne by the Lessee only.
- ii). The LESSEE shall not bear any charges due to the common Area maintenance (CAM) which includes service like security on main gate, camera in common area, cleaning of common space, parking area maintenance, maintenance and operation of lift etc. The Lessee shall bear the Electricity charges on the basis of actuals as generated by the Consumption Report.
- iii). The rent payment shall commence from \_\_\_\_\_, 2023 (hereinafter known as the Rent Commencement date).
- iv). However, the rent payable for any partial calendar month included in the Lease period, if any shall be paid prorated on a daily basis.
- v). It is agreed by the Lessor that it shall raise timely invoice of rent and acknowledge the receipt of every such payment by issuing proper rent Invoices/acknowledgement receipt, bearing, inter alia, the name, address, GSTIN and PAN of the Lessor. If such receipt, for any month is not issued then the Lessee may withhold the rent for subsequent months unless such receipt is issued. The same would be handed over to your representative in the said premises only.
- vi). There is no provision for increase in monthly rent within a period of a year from the date of commencement of rent. Further, there is no provision for any maintenance charges to be paid by ASSIST Project under AHIDMS. The rent itself is inclusive of all such charges. However, after completion of lease period 12 months during the currency of the contract , the monthly lease rent shall be increased by 5%-

**5. SECURITY DEPOSIT**

There is no provision for Security Deposit to be paid in advance by ASSIST Project under AHIDMS

- i). for this accommodation.

**6. COVENANTS, RIGHTS AND OBLIGATIONS OF THE LESSEE**

**i). Access to the Said Premises**

Subject to the Lessee paying the Rent and other charges as per this Deed, hereby reserved and/or payable by the Lessee and observing and performing the several covenants and conditions herein contained and on the part of the Lessee to be observed and/or performed, the Lessee, its successor, assigns, employees, customers, service provider, suppliers or any person or persons lawfully claiming through, under or in trust for the Lessee shall be entitled to quietly and peacefully hold and enjoy the Said Premises and shall have free access to the Said Premises from the main entry also with proper frontage availability during the continuance of this lease without any interruption from the Lessor or any person or persons lawfully claiming through under or in trust for the Lessor.

**ii). Permitted Business**

The Lessee is entitled to conduct the permitted business from the Said Premises of operating an office setup, conducting trainings, holding camps, conferences, meetings with various stakeholders, and any other incidental of auxiliary business, as the Lessee may deem proper.

**iii). Signage**

The Lessee shall be entitled to display its signage on the Said Premises at a location decided mutually by both the parties and wherever feasible and practically possible and in the building directory at no extra cost. The Lessee shall be entitled to install antennae or other peripheral on the terrace of the building at the space designated by the Lessor at no additional cost. However, the amount if any charged by any statutory authority for such display of signage and its cost shall be borne by the Lessee only. The Lessor shall assist and cooperate with the Lessee in obtaining any necessary permission from statutory authorities or adjoining owners and occupants, if any, for the Lessee to place or construct the foregoing signage.

**iv). Repairs**

The Lessor shall attend to all major, minor and day to day repairs such as fuses. Leakage of taps, replacement of consumable parts etc., major structural defects, repairs such as leakage's of roofs, Structural damages, walls, bursting, water supply, sewerage system, cracks in walls etc. within a reasonable time specified in the notice issued by the Lessee, at the Lessor's own cost provided such repairs are not attributable to negligence on the part of the Lessee.

**v). Alterations and Improvements**

The Lessee shall use the Said Premises with due care and caution and shall be permitted to carry out necessary improvements and modifications to the Said Premises (including renovation, refurbishing, Decoration, installation of equipment, furniture, wooden/fibre partitions, false ceiling etc.) without carrying out any structural changes, which if ever required can only be done with prior written permission from the Lessor and without affecting and damaging the Said Premises, at its cost, risk and expenditure.

**vi). Assignments**

The Lessee cannot sublet, part possession or assign the Said Premises. Further, the Lessee shall continue to be responsible to the Lessor for due performance of its obligations under this Deed in case of franchise arrangement and any communications from the Lessor with respect to this Deed shall always be made to the Lessee only.

**vii). Other Covenants**

- a. The Lessee shall be free to appoint security, observe its own working hours and holidays and/or its business operations mechanisms, as per the applicable statutory regulations or company policy The Lessor shall not interfere with any such decisions.
- b. The Lessee shall comply with all laws, rules and regulations of all local bodies and authorities as applicable and all other orders, directions and notifications issued by the authorities or by any local body or authority or by government or any orders passed by any court concerning the Said Premises in so far as it is required to be observed and performed by the Lessee in respect of its business operations in the Said Premises.
- c. The Lessee may promote its schemes, policies etc. from the Said Promises and the Lessor shall have no objections to any such advertisements.
- d. The Lessee shall not make any illegal, immoral or any such abuse of Said Premises nor shall carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette. The Lessee shall not store in the Said Premises any goods of hazardous or combustible nature which may tend to cause damage to the Said Premises.

## **7. COVENANTS, RIGHTS AND OBLIGATIONS OF THE LESSOR**

### **i). Good Title and Peaceful Possession**

The Lessor has and shall maintain a good right, title and power to grant this lease and ensure peaceful possession of the Said Premises, inclusive of right of entry and other rights, throughout the Lease Period, preventing interruption from the Lessor or any person or persons lawfully claiming through, under or in trust for the Lessor, provided the Lessee complies with its covenants under this Deed. Further, the Lessor shall also ensure that during the tenure, no nuisance is caused either by the Lessor himself or through anyone claiming under him.

The Lessor represents that the Said Premises has been constructed in accordance with applicable laws and regulations and the Lessor will, at its sole cost and expense, comply with all future laws and requirements that may arise. The Lessor represents, that the Said Premises has been constructed in full compliance with all subdivision, building, zoning, environmental, and insurance laws and regulations and the Lessor has not received any notice of violation of municipal regulations, ordinance, order and the like affecting the Said Premises. The Lessor further represents that the Said Premises can be used for commercial use as per law and shall at their sole cost and expense comply with all future laws and requirements that may arise.

In case, due to any objection raised by any authority(s) third person whereby the right of the Lessee to use the Said Premises for the purpose of the Lessee or any part thereof is affected, reduced or extinguished during the tenure of the lease due to any fault / encumbrance of the Lessor, then the rent payable shall be proportionately be reduced. The Lessor shall indemnify the Lessee for any loss or damage to the Lessee's belongings inside the Said Premises due to any taken by any authority any third party. Notwithstanding anything mentioned above, if the Lessor cannot provide such peaceful possession and/ or good title, the Lessee shall have the right to terminate this Deed at its sole discretion.

### **ii). Consents & Co-Operations**

The Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which the Lessor's consent is required or desirable under this Deed. The Lessor shall also co-operate with the Lessee to obtain any licenses / approvals from any person/ authorities during the Lease Period. The Lessor agrees to provide to the Lessee all necessary documents required by the Lessee to obtain necessary permissions from the statutory authorities by way of providing necessary proof of title of the Said Premises.

### **iii). Taxes**

The Lessor will promptly pay and discharge all past, present and future municipal (house/property tax, assessment, etc.) imposed or payable to any person or authority concerning the Said Premises at the rates prevailing and the Lessor shall indemnify and keep indemnified the Lessee in this respect during the Lease Period. The Lessor shall solely bear any penalties, interests and charges for non-payment of any such taxes as well as for any illegal/ unauthorized constructions. The Lessee shall bear the GST applicable on the Rent payable for the Said Premises.

### **v). Utilities Charges & other facilities**

The Lessor shall provide the required electric supply during the fit out period for carrying out necessary work, and shall also bear the cost of utilities during the Fit-Out period.

The Lessor assures to provide the required electric load of not less than **50 KW** with electric sub meter of the same rating before the possession delivery date. In case of Lessor's failure to provide the electric load on the possession delivery date, the Lessor shall provide suitable genset.

The Lessor shall provide all such utilities / facilities as detailed in the Annexure-IB of this Deed. All such facilities/utilities provided shall be of standard quality.

That the Lessor shall during the whole tenure, be responsible for the persistence of such Facilities Utilities as mentioned in the Annexure IB, except for reasons accruing due to negligence of the Lessee.

The Lessee shall regularly and punctually pay electricity bills to the concerned authority/lessor as the case may be / person (s), as per consumption and meter reading The Lessor agrees to immediately provide the invoices, so that the Lessee does not suffer from any suspension of such utility services or any other repercussions.

For clarity, it is hereby agreed that in case any change in meter / main box is required, it shall be borne by Lessor only.

The Lessor shall ensure that there is smooth electricity and water supply (if any) at the Said Premises and agrees not to do any act, omission, etc. due to which such supply gets suspended disconnected, provided the Charges are paid by the Lessee from time to time.

All dues on any such utilities whatsoever prior to the Possession Delivery Date shall be sole and exclusive liability of the Lessor and must be cleared before the Rent Commencement Date.

The Lessee shall have the right to apply for, obtain and install as many telephone/tax/data transmission lines in its own name in the Said Premises as it may deem necessary for its business activities and at its own cost

**v). Transfer of Said Premises**

During the subsistence of this Deed or any renewal thereof, if the Lessor decides to sell, transfer, charge or encumber the Said Premises, the Lessor shall ensure that the said sale transfer charge encumbrance of the Said Premises by the Lessor shall however not affect the right of the Lessee under this Deed, and that in such an event, the Lessor shall always obtain appropriate written documents / attornment deed from such transferee stating that they shall step into the shoes of the Lessor and ensure that the Lessee continues to enter, use and occupy the Said Premises during the remaining Lease Period of this deed on the same terms and conditions. Further, all the expenses including the stamp duty for execution of an agreement / attornment deed between the Parties and the transferee shall be borne by the Lessor or the transferee.

**vi). Fire Protection**

The Lessor hereby agrees that he shall provide fire hydrant system in the said premises and smoke detector, fire alarm and sprinklers in common area and parking. Any other work related to fire protection inside the store is the sole responsibility of the Lessee and the cost for the same would be borne by the Lessee only.

**vii). Other Scope of Work by the Lessor**

- a). The Lessor undertakes to complete any structural civil work, if any, required by the Lessee for making the Said Premises tenable.
- b). The space for mounting air conditioner and/or power back up outdoor units shall be provided by the Lessor at no extra cost.
- c). During the term of this Lease, the Lessee shall have the right to use the common areas, common washrooms, automobile parking areas, driveways, and footways along with the Lessor and other occupant of the Building their guests and invitees.

**viii). Trademarks**

The Lessor shall not be entitled to use or associate itself with the Lessee's trademark or any other IPR, except expressly so authorized.

## **8. EXPIRY / TERMINATION & ITS CONSEQUENCES**

### **i). Expiry/ Termination:**

This lease shall continue to exist during the Lease Period of this Deed unless it comes to an end due to efflux of time or is terminated in the following manner/under the following circumstances:

- a). By the Lessee: By giving 3 (three) month advance notice without assigning any reasons thereof of its intention to do so or 3 (three) month lease Rent in lieu thereof. However, in case of default / breach of covenant by the Lessor, the Lessee shall terminate immediately, and the Lessor shall give adequate compensation for loss of stocks, finings & furniture, other investments, etc. to the Lessee.
- b). By the Lessor: The Lessor shall be entitled to terminate the lease for by giving three (3) months' notice in advance. If any Event of Default occurs, the Lessor shall serve a remedial corrective notice period of 30 days and on failure to remedy the default by the Lessee at the expiry of such notice period, will result in termination by the Lessor.

### **ii). Events of Default:**

- a). The Rent herein above reserved remain unpaid for Three (3) consecutive months.
- b). Violation of Clause 6(vii(d)) by making any illegal or immoral use of the Said Premises.

### **iii). Consequences of Termination or expiry & Return of Possession**

- a). The Lessee shall handover the Said Premises to the Lessor on the expiry of the lease or its earlier, termination in same good tenantable condition as taken by the Lessee from the Lessor except reasonable wear and tear, unless the lease period is extended further. However, in either case, the Lessor will allow a further period of 30 days or such further as is required to setup a new office setup, whichever is later, to vacate the premises.
- b). Further, before handing over the peaceful, vacant, physical possession of the Said Premises, the Lessee shall have the right to dismount and take all the stocks/furniture/fittings and/or any other capital Equipment's being the property of the Lessee from the Said Premises without damaging the Said Premises subject to normal wear and tear and the Lessor shall not raise any objection to the same. If any damage is caused, the Lessee shall rectify the same provided an inspection shall be made and any such damage shall be recorded on the day of surrender of the Said Premises in presence of both the Parties. However, under no circumstances shall the Lessor have any charge or lien over the Lessee's goods, stocks and property.
- c). Any detachable moveable property belonging to the Lessee, including any renovations improvements and alterations made under Clause 6 (V). shall be removed by the Lessee without affecting the Said Premises subject normal wear and tear and that the right ownership of all such improvements / equipment etc. shall always remain with the Lessee only and the Lessor shall not claim any right whatever on the same.
- d). The Security Deposit shall be refunded by the Lessor simultaneous on handing over of the

possession of the Said Premises as per Clause 5 (iii).

- e). If at the time of vacating the Said Premises, on expiry or earlier termination of the lease, there remains any outstanding under this Deed including electricity/water bills. The Lessee shall clear such bills; and if no such bill is received, the Lessee shall pay to the Lessor those charges as per meter readings for the Said Premises as on date of the Lessee vacating the Said Premises.
- f). If, for any unforeseen circumstances, the Lessee holds over the Said Premises, after the expiration or sooner determination of the lease as provided herein, for purposes such as vacating, removal of stocks, furniture, filings, etc. then for a period of fifteen (15) days, the Lessee shall be obliged to pay prorate Rent for each day of such holding period of the Said Premises. It is understood that such period shall not be treated as trespass or unlawful possession of the Said Premises by the Lessee. However, after completion of such 15days period, if the Lessee continues to hold over the Said Premises, then the Lessor shall be entitled to claim double the prorate rent as a penalty. However, even after the expiry of 30 days from the expiration or sooner determination of the lease, if the Said Premises is sot handed over to the Lessor, then it shall be considered as trespass or unlawful possession and the Lessor shall be entitled to take any recourse, including any civil and criminal proceedings against the Lessee.

**9. Force Majeure**

In the event the Said Premises or any part thereof are destroyed or damaged by any Force Majeure event, such that the Lessee is unable to make use of this lease and continue its business therein or if the Said Premises is rendered unfit for occupation, then the Lessee shall have the option to terminate this Deed.

The Lessee shall be relieved from paying Rent and/or any other charges during any period of the Lease Period that the Said Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the business activated of the Lessee. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to the Lessee

In the event, the Lessee does not exercise the option of terminating this lease within such period then this lease shall deem to continue and shall in fact remain in force even during such disrupted period and the Lessor shall at his own expenses, as speedily as circumstances permit, rebuild and/or restore the Said Premises to its original condition.

Force Majeure shall inter alia include contingencies caused by neither of the Parties and unforeseen circumstances such as war, fire, tempest, floods, earthquake, civil unrest, strike, any Act of God, acts of the Government or statutory authorities or any structural defects of such nature that the damage caused is irreparable and the Said Premises Cannot be used by the Lessee for its business activities.

**10. NOTICES**

Any notice required to be served hereunder, by both the Parties, shall be deemed to have duly and effectively served if sent at the below mentioned address of the Lessee and the Lessor respectively by Registered Post with Acknowledgement Due or Courier or delivery by hand or E-mail.

In case of change of address of any Party, the same shall be intimated immediately by the concerned Party to the other Party in writing and in absence of any such intimation of change in address, any notice served at the herein mentioned address shall be a valid.

**Lessor Name:** .....

**Address:** .....

**E-Mail ID:** .....

**Lessee Name: Assam Health Infrastructure Development and Management Society**

**Address:** 4<sup>th</sup> Floor, Nayantara Super Market, Sixmile, Khanapara, Guwahati, Assam

**E-Mail ID:** pmu.ahidms@gmail.com

## **11. OTHER MUTUAL COVENANTS**

- i). The recitals contained hereinabove shall form an integral part of the operative, as if the same were set out and incorporated verbatim herein.
- ii). Both Parties to this Deed shall perform any further acts which may be reasonably necessary to carry out the provisions of this Deed and/ or to ensure its validity in.
- iii). The Lessee and the Lessor shall indemnify and keep indemnified each other of, from and against all actions, suits, proceeding, costs, charges expenses and other liabilities brought against suffered or incurred by the Lessor or the Lessee respectively by reason of any breach. Wrong representations, non-performance or non-observance by the Lessor or the Lessee as the case may be, of any of their respective obligation under this Deed.
- iv). The Lessee shall be responsible for the Insurance of its goods, furniture, fittings, fixtures, equipment etc. Owned by the Lessee inside the Said Premises whereas the Lessor shall ensure the insurance with respect to the Said Premises only throughout the tenure of this Deed against firebreak-out or any natural calamity.
- v). This Deed is not and shall not, however, in any manner, be deemed to be construed as a partnership or association of persons between the Parties hereto and shall never be deemed to constitute one as the agent of the other except specifically mentioned in this Deed.
- vi). The Lessee shall permit the Lessor and/or his agents, representatives and workmen to enter upon the Said Premises at all reasonable times and without unreasonable interference with the Lessee's business with a prior written notice either for the purpose of inspection or repair or any act required in pursuance of the provisions of the local laws or any other local body or authority.
- vii). The Parties or their representatives shall not block or obstruct the passage, staircase, main gate, etc. of the Said Premises / buildings, in any manner whatsoever and shall keep the same clear and free for the smooth entry and exit of other occupants/owners / visitors of the building.
- viii). This document together with the schedule herein signed by the parties shall be binding on both the parties This Deed shall be subject to the statutory laws applicable in India from time to time. Any variations or modifications to the Lease Deed shall valid only if it is specifically agreed upon by the parties in writing and, signed by the Parties/authorized representatives of the Parties.
- ix). If any part or term or provision of this Deed herein is declared by any Court of Law to be invalid or in conflict with law or becomes unenforceable, then the validity and enforceability of the remaining portion of this Deed shall not be affected. In such a case the declared part or term or provision shall be deemed not to be part of this Deed.
- x). No forbearance, relaxation or inaction by any party hereto at any time to require performance of any of the provisions of this Deed shall, in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any party hereto of any breach of any of the provisions of this Deed shall not be construed as a waiver or acquiescence of any of the rights hereunder or arising out of this Deed.
- xi). The stamp duty, registration fees and other expenses for registration shall be equally borne by the Lessor and the Lessee. The stamped original Deed shall be retained by the Lessor and the

certified copy thereof shall be retained by the Lessee.

- xii). Any party may, at any time and for any reason, disclose the existence and terms of this Deed to any person when such party determines that such person has a legitimate need for this information, including any government or government agency.
- xiii). The Lessor undertakes to promptly notify the Lessee of any notice received by the Lessor from any governmental or municipal authority or public body in respect of the Said Premises, which would adversely affect the interest of the Lessee.

## 12. DISPUTE REDRESSAL & JURISDICTION

It is mutually agreed by the Parties herein, in case of any dispute arising out or in any way concerning this Deed shall be referred to mutual settlement and in failure to arrive at any mutual settlement, the dispute shall be referred for arbitration.

The parties shall appoint one (1) Arbitrator to conduct the arbitral proceeding on behalf of both the Parties. The arbitrator shall then conduct the arbitration proceedings in consonance with the provisions of The Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time. The decision of the Arbitrator(s) so appointed shall be binding upon the Parties and the proceedings shall be as decided by the Arbitrator. The proceedings of arbitration shall be conducted in English language. The arbitration shall take place in Guwahati.

The Courts in Guwahati shall alone have jurisdiction with regard to this Deed.

IN WITNESS WHEREOF THIS MOU has been executed between the parties hereto by their authorized officers in two originals in English on the day and the year first above written.

SIGNED AND DELIVERED  
For and on behalf of  
Assam Health Infrastructure Development  
& Management Society (AHIDMS)

**(Dr. Siddharth Singh, IAS)**  
**Project Director** (AHIDMS)

(Seal)

SIGNED AND DELIVERED  
For and on behalf of  
M/S. ....

(Shri / Smt .....)  
Designation:.....

(Seal)



Witness: -

1.

2.

Witness:-

1.

2.

**ANNEXURE-IA: SCHEDULE OF THE PREMISES**

All that piece and parcel of the property in Ground Floor and measuring built up area approx.10,000 Sq.Ft. RCC situated at.....and bounded on the:

East by: .....

West by: .....

North by: .....

South by: .....

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and Seal to this writing on the date and year first mentioned herein above.

LESSOR

LESSEE

### **ANNEXURE-IB: Facilities to be provided by the Lessor**

Under this Deed, the Lessor agrees to provide the following Facilities / Utilities to the Lessee as per specifications/ requirement of the Lessee:

<b>Facility / Utility</b>
<ul style="list-style-type: none"><li>• The lease rent premises shall be provided with uninterrupted (24/7) power supply backed up with suitable DG genset and uninterrupted (24/7) water supply.</li><li>• There should be at least 5 independent parking spaces for the ASSIST project and sufficient visitors parking.</li><li>• The lease rent premises shall be at least 3 well ventilated toilets block with exhaust fan.</li><li>• The lease rent premises shall be having provision of lift/elevator ( in case offered floor is above 2<sup>nd</sup> floor)</li><li>• The lease rent premises shall be having 3 phase electric line with permissible electrical load capacity of atleast 50 KW for the use of ASSIST Project.</li><li>• The flooring of the lease rent premises must be of vitrified tiles or marbles.</li></ul>

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC  
FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)**

**NAME OF THE PROJECT:** \_\_\_\_\_

**THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:**

We \_\_\_\_\_ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-Payment mode as per account details given below. We hereby undertake to intimate AHIDMS in case of any change in particulars given below and will not hold AHIDMS responsible for any delay / default due to any technical reasons beyond AHIDMS control:-

**Bank Account Number** : \_\_\_\_\_

**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_

**Name of the Bank** : \_\_\_\_\_

**Address of the Branch of the Bank** : \_\_\_\_\_

**Branch code** : \_\_\_\_\_

**Account Type** : \_\_\_\_\_  
**(Saving/Current/Others)**

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold ASSIST Project under AHIDMS responsible.

Date:

Signature of Authorized Signatory

**BANK CERTIFICATION:**

It is certified that above mentioned beneficiary holds a bank account No. \_\_\_\_\_  
with our branch and the bank particulars mentioned above are correct.

Date:

Authorized Signatory

Authorization No. \_\_\_\_\_

Name: \_\_\_\_\_

Official Seal/Stamp

## Bid Security/EMD

### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No.....[insert guarantee reference number]

Date.....[insert date of issue of the guarantee]

WHEREAS, \_\_\_\_\_ [name of Bidder]<sup>1</sup> (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ [date] or will submit his Bid for the \_\_\_\_\_ [name of Contract] (hereinafter called "the Bid") under Request for Bids No.....[insert number] (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>2</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the RFB;

Or

(2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 135<sup>3</sup> days after the deadline for

<sup>1</sup> Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.

<sup>2</sup> The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in the RFB.

<sup>3</sup> 45 days after the end of the validity period of the Bid. Bid validity period is 90 days from the last date of submission of bid

submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_

[signature, name, and address]

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*