

OFFICE SPACE AVAILABLE FOR RENT

1351 sqm newly built fully furnished (excluding chairs), centrally air-conditioned, ready to shift, office space is available at prime location on (3rd floor above Pragati Maidan Metro Station), New Delhi for PSUs, Govt. Organisations and Associated International Organisations at a base price of Rs. 3000/- per sqm. Bidders can download the document from DFCC website: www.dfccil.org or www.dfcc.in.

Contact: Manager/Admn. DFCC, 5th floor, Metro Station Building Pragati Maidan, New Delhi- 110001 E-mail man.civil@dfcc.in; Ph: 011-23454890, 23454677 Fax: 011-23454852, 23454701, Mob: 9811175604

किराये पर कार्यालय स्थल उपलब्ध

प्रगति मैदान मेट्रो स्टेशन भवन परिसर मे 1351 वर्ग मी. नवनिर्मित, पूर्ण सुसजित (कुर्सियों के अलावा) वातानुकूलित उत्तम स्थल सार्वजनिक उपक्रम, सरकारी संस्थानो एवं अन्तराष्ट्रीय संगठनों के कार्यालय उपयोग हेतु उपलब्ध है, जिसका अनुमानित आधार मूल्य रूपये 3000/- प्रति वर्ग मी. है।

बोली दाता दस्तावेज डी. एफ. सी. सी. की वेबसाइट www.dfccil.org व www.dfcc.in से डाउनलोड कर सकते हैं । सम्पर्क करें: प्रबन्धक/प्रशासन, डी. एफ. सी. सी., पांचवी मंजिल प्रगति मैदान मेट्रो स्टेशन भवन परिसर नई दिल्ली - 110001 ई मेल: man.civil@dfcc.in; दूरभाष: 23454890, 23454677, 9811175604 (मो) फ़ैक्स: 23454701, 23454852.

BIDDER'S QUOTATION

Bidders are required to quote rate in percentage above / below:

Super Area	Base Price per square meter per month	Percentage above/below/at par to be quoted by bidder in (figures and words)
1351 sqm	Rs. 3000/- per sqm per month + service tax @ 12.36% (or as applicable)	

Notes:

1. Bidder should quote percentage above/below both in words and figures.
2. In case of cutting and overwriting the rates in the word shall be taken as final.
3. All cuttings and over writings should be signed by the bidder.
4. Bidders are requested to read **"Annexure A"** and **"Annexure B"** thoroughly prior to quote rates.
5. Bidders are requested to sign each page of the document.

(Signature of Bidder)

"Annexure B"

Sub: Licensing of office space at Pragati Maidan Metro Station Building Complex

Manager/Admn, DFCC, New Delhi for and on behalf of DFCC invites sealed bids for sub-licensing of office space at Pragati Maidan Metro Station Building Complex.

1. The details of the area to be sub licensed are as under:

- | | | |
|-----|------------------|--|
| 1.1 | Super area | 1351sqm., fully furnished (excluding chairs) centrally air-condition, ready to shift |
| 1.2 | Location | 3 rd floor Pragati Maidan Metro Station Building Complex, New Delhi |
| 1.3 | Base price | Rs. 3000/sqm./month + service tax @ 12.36% |
| 1.4 | Earnest money | Rs. 2,00,000/- (should be deposited along with the application). |
| 1.5 | Security deposit | Three months rental. |

2. Details of document.

- 2.1 The interested agencies can download the documents from the DFCC website www.dfcc.in or www.dfccil.org. In case of any query kindly contact - Manager/Admn, DFCC, 5th floor, Metro Station Building Complex, Pragati Maidan, New Delhi-110001 between 10:00 hrs. and 17:00 hrs. on any working day from 28/01/09 to 17/02/09.
- 2.2 The bids must be accompanied by earnest money deposit of Rs. 2.0 lakhs by a Crossed Demand Draft/Fixed Deposit Receipt/Bankers Cheques issued by Nationalized/Scheduled Bank payable at New Delhi drawn in favour of DFCCIL Ltd. The bids received without earnest money shall be rejected.
- 2.3 **Date of receipt and opening of bids.** The completed bids must be delivered to the address: - Manager/Admn, DFCC, 5th floor, Metro Station Building Complex, Pragati Maidan, New Delhi-110001 not later than 15:00 hrs. on 18/02/2009 and same shall be open at 15:30 hrs. on the same day in the presence of agencies who chose to remain present.

(Signature of Bidder)

2.4 **Address of communication:** - Interested agencies may obtain further information from Manager/Admn, DFCC, 5th floor, Metro Station Building Complex, Pragati Maidan, New Delhi-110001.

3. Eligibility criteria: - Only the Public sector undertakings/ Government organizations and Associated International organizations can apply.

4. The premises will be handed over to the successful agency (s) within 7 days and the payment of rent will start after 7 days from the date of opening of bid. It will be sole discretion of DFCC to allot/cancel the bid of the highest bidder.
5. The security deposit amounting to three months rental should be deposited within 7 days from the date of acceptance.
6. The agencies will give a certificate "I/We agree to keep this bid open for acceptance for a period of 60 days from the date of opening and if I/we default there of I/we will be liable forfeiture of my/our earnest money.
7. The agencies should thoroughly read the draft agreement attached as "**Annexure A**" and shall have to agree the terms and conditions mentioned in the agreement by signing each page of draft agreement in token of their acceptance.

(Signature of Bidder)

“ANNEXURE – A”

DRAFT AGREEMENT FOR 3rd FLOOR

This Agreement is made on, 2009 **BY and BETWEEN**

Dedicated Freight Corridor Corporation of India Limited, a company incorporated under the Company's Act 1956 having its registered office at 5th floor, Metro Station Building Complex Pragati Maidan, New Delhi-110 001 India hereinafter referred to as Licensor, (which expression shall unless it be repugnant to the subject or context hereof include its successors and permitted assigns) represented by General Manager (Administration), Dedicated Freight Corridor Corporation of India Limited of the One Part,

AND

..... a PSU under, hereinafter called 'Licensee' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns represented by of the SECOND PART.

WHEREAS the Licensors have planned to lease the constructed office space owned by DMRC measuring 2,702 x 3 = 8,106 Sqm (each floor measuring 2702 Sqm) above Pragati Maidan Metro Station Building; And, whereas DMRC have agreed that DFCCIL shall have the authority to sublet, hire out or lease a part of the premise.

WHEREAS the Licensors have planned to sublet the constructed office space of half floor measuring 1351 sqm out of the leased office space referred to ibid.

AND WHEREAS the Licensee has offered to take on LICENSE floor space measuring 1351 sqm on 3rd floor above the platform level for office purposes.

AND WHEREAS the Licensor has accepted to let out part of the LICENSED premises [i.e. 1351 Sq.m] to the LICENSEE on the terms, conditions and covenants hereinafter appearing;

1. The Licensee agrees to pay on initial LICENSE fee @ Rs...../- (Rupees only) per Sqmt. + service tax @ 12.36% per month ("License Fee") totaling Rs. (Rupeesonly) per month w.e.f. -----l, 2009, which is inclusive of 8, uncovered car parking spaces. The license fee shall be escalated – by 24% of the initial license fee after every three years. The same shall be paid by cheque/Demand

Draft drawn on any scheduled commercial bank in favour of "DFCCIL New Delhi" payable on or before 7th day of each Calendar month, in advance subject to deduction of TDS, if applicable.

2. In addition, the Licensee agrees to share the proportionate operating expenditure which shall include DFCC Departmental and Supervision Charges @ 12.5% incurred on facility management activities e.g. housekeeping, security etc.
3. The tenure of the LICENSE shall be for a period of five Years with effect from -----/2009 (commencement date), with an exclusive, unilateral right / option to Licensor, to renew, in case Licensee requests, for a further period of three years commencing from -----/2014 of the LICENSED premises at the new rates applicable for the extended period. Licensee shall deposit security deposit of Rs (Rs only) representing three months LICENSE FEES WITH THE licensor in the form of a Fixed Deposit receipt for this amount with a lien created in favour of DFCCIL. The Licensee shall also deposit the additional interest free advance proportionate to the rise in the LICENSE fees after every (3) three years, at the time of such increase.
4. The Licensor shall hand over possession of the Licensed Premises on to the Licensee.
5. Upon the expiry of LICENSE, the Licensor shall refund the refundable interest free security deposit to the Licensee, within 30 days after deduction of outstanding dues and claims if any and also towards restoration of the premises to its original condition. The Licensee hereby covenants as follows:
 - a. The Licensee shall use the LICENSED Premises only for the permitted use and shall not sublet, hire, license, lease or give it in any manner whatsoever to any other party.
 - b. During the tenure of this LICENSE, the Licensee shall also pay the following charges which will be in addition to the LICENSE fees:
6. **Electricity charges:** The Licensee shall pay for the electricity charges on, at the rates applicable for permanent connection charged by the relevant power supply company, for lighting and raw power, AC and System loads, as per the consumption. The electricity consumption for common area lighting, elevators, pumps, etc., shall be apportioned pro-rata to the space occupied by the occupant and the same shall be paid within 15 days from the date of intimation. In the event of default of payment, the Licensee voluntarily agrees to give the facility manager appointed by the

licensor the right to disconnect the electricity to the LICENSED premises and in addition the Licensee also agrees to make payment of penal interest @ 12 % p.a. on the outstanding amount, from the due date. The electricity charges shall be payable from/2009.

7. **Water Charges** will be based on actual consumption at rates to be indicated by the Licensor (DFCCIL) from time to time and will be paid within 15 days. In the event of default of payment, the Licensee voluntarily agrees to give the facility manager appointed by the Licensor the right to disconnect the water supply to the LICENSED premises and in addition the Licensee also agrees to make payment of penal interest @ 12% p.a. on the outstanding amount, from the due date. The Water charges shall be payable from/2009.
8. **Communication facilities** The Licensor will only facilitate the entry of communication service provider into the Pragati Maidan MRTS Station and also provide them with the right of way up to the LICENSED Premises. The Licensee depending on requirement will have to enter into a separate commercial agreement with the communication service provides directly for services required. The Licensor shall not be responsible or liable in any way whatsoever for the quality of communication services provided by the service provider and shall not be liable for any claims or damages on this account.
9. The Licensee will not cause any damage to the LICENSED Premises or any part thereof and shall not put the LICENSED Premises to any use in a manner that causes public nuisance or annoyance and the Licensee shall not use the LICENSED Premises for any purposes other than the purposes for which the LICENSED Premises had been LICENSED under this Agreement. Without prejudice to the generality of the foregoing, the Licensee shall not do any of the following:
 - i. Bring or store or use any hazardous or inflammable materials as are likely to cause damage to the LICENSED Premises.
 - ii. Prohibited users – The licensee shall not use the leased premises for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substances, chemicals thing or device.
 - iii. Carry on or permit to be carried on in any part of the LICENSED Premises any offensive, illegal or unlawful manufacture, business, or activities.
 - iv. Encroach into common areas.
 - v. Insurance – The insurance of the premises offered leased shall be done by licensor. However, the insurance premium shall be borne by the licensee. If the leased premises or any other part of the building is damaged by the fire or other casualty resulting from any act of negligence by licensee or by any of licensee

agents, employees or invitees rent shall not be diminished or abated while such damages are under repair, and licensee shall be responsible for the cost of repair not covered by insurance.

- vi. Utilities – In the event of any utility or service provided to the leased premises is not separately metered, licensor shall pay the amount due and separately invoice for licensee prorate share of the charges. Licensee shall pay such all-utility charges prior to the due date. Licensee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Licensor's responsible opinion, overload the wiring or interfere with electrical services to other tenants.
 - vii. Entry – Licensor shall have the right to enter upon the leased premises at reasonable hours to inspect the same without interfering with tenants business on the leased premises.
 - viii. Waiver – No waiver of any default shall be implied from any omission to take any action on account of such default. If such default persists or repeated.
 - ix. Compliance with law – Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the leased premises.
10. The Licensee will not make structural addition or alternation to the LICENSED Premises without the prior consent of the Licensor. However, the Licensee is permitted to carry out minor repairs/ maintenance and alteration to the LICESNED Premises at Licensee's cost in such a manner which will not endanger the safety of the building after due notice / approval of the licensor.
11. The Licensee shall deliver to the Licensor on the termination of the LICENSE, vacant possession of the LICENSED Premises, in good order as the LICENSED Premises were on the date of commencement of LICENSE, normal wear and tear accepted.
12. The Licensee shall be entitled and permitted to display its name boards, logos, signboards neon signs and all other display boards only at the places earmarked for that purpose with prior approval of the DFCC Authorities.
13. The Licensee, if desires to register shall pay the Stamp Duty and registration charges, if applicable on proportionate basis.
14. The Licensor hereby covenants as follows:
- a). The Licensor represent and warrant that the LICENSED Premises is free form any charge, lien attachment, prohibition, or any encumbrances whatsoever and that the

Licensee upon paying the LICENSE fees, shall be entitled to enjoy quiet and peaceful possession of the LICENSED Premises during the subsistence of this Agreement.

- b). The Licensee will be fully responsible for all appointed for this purpose shall provide maintenance services for the entire premises rented out, including common areas passages, stairways, elevators, lifts, terrace etc of the property.
15. In the event of any default by the Licensee in the payment of fees charges for three consecutive months, the Licensor shall be entitled to terminate this Agreement after issuing one month's clear written notice. Termination under such notice shall become effective provided that even after the said notice is issued, the Licensee fails to pay the arrears of LICENSE fees within one month of the receipt of such notice.
16. The Licensee does not have an option to terminate the LICENSE during the first five (5) years of the LICENSE period, after which the Licensee can terminate the LICENSE with a prior written notice of three (3) months. However, if the Licensee surrenders the LICENSE by vacating the LICENSED premises before the above stipulated period, the refundable interest free security would automatically become forfeited in favour of the Licensor.
17. Any demand for payment or notice requiring to be made, or given by either party to the other shall be sufficiently made or given if sent by that party to the other by registered post acknowledgement due at the address mentioned above or by personal courier with acknowledgement or in the event of change to the addresses notified. Any change in address shall be notified by the either party to the other.
18. **Conciliation and Arbitration:** in the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall be referred within 30 days to a panel of three Arbitrators, one appointed by each of the parties hereto and third nominated by the other arbitrators. The venue of such arbitration shall be at Delhi / New Delhi. The arbitration award shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties.
19. **Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act, as amended from time to time including provisions in force at the tie the reference is made.

20. **Jurisdiction of Courts:** The Court at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

21. **Notices**

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. Notice shall be addressed as follows:

If to LICENSOR at DFCCIL
5th Floor, Metro Station Building Complex Pragati
Maidan
New Delhi-110 001

If to the LICENSEE, at

SCHEDULE-A above referred to

All that piece and parcel of the floor area measuring 1351 sqm. on 3rd floor above platform Pragati Maidan Metro Station. Floor plan is attached .

DD/MM/YY

DD/MM/YY

General Manager (Administration)

.....

FOR AND ON BEHALF OF
DEDICATED FREIGHT CORRIDOR
CORPORATION OF INDIA LIMITED

.....
.....

IN WITNESS WHEREOF the LICENSEE and the DFCCIL have set their hands hereunto on the day, month and yea first written above in the presence of the following witnesses:

LICENSOR
(DFCCIL)

LICENSEE
(.....)