



**STATE TRADING CORPORATION OF INDIA LTD.
MUMBAI BRANCH**

(A Government of India Enterprise)

3rd FLOOR, 'C' WING, TRADE WORLD,
KAMLA MILL, SENAPATI BAPAT MARG,
LOWER PAREL (WEST)
MUMBAI - 400 013 INDIA.

Phone : +91-22-24919285, 24954937

Fax : +91-22- 24902411/24955264

E-mail : mumbai@stclimited.co.in Website: www.stclimited.co.in

Notice Inviting Tender

for

**Fully furnished office premises on monthly Leave and Licence rental basis for The State
Trading Corporation of India Ltd., Mumbai.**

To be submitted on or before 26.12.2018 by 10:30 hours

Tender shall be opened on 26.12.2018 at 11.00 hours in the presence of the tenderers who will be present in STC's Mumbai Branch at the below address :

**THE STATE TRADING CORPORATION OF INDIA LTD.
3rd FLOOR, 'C' WING, TRADE WORLD,
KAMLA MILL, SENAPATI BAPAT MARG,
LOWER PAREL (WEST)
MUMBAI - 400 013 INDIA.**

NOTICE INVITING TENDER

**The State Trading Corporation of India Ltd.,
(A Government of India Enterprise)**

Tender No.STC/MUM/GAD/OP/2018-19/02

Date :12.12.2018

1. E- tenders are invited on behalf of The State Trading Corporation of India Ltd., a Government of India Enterprise under the administrative control of Ministry of Commerce & industry, Govt. of India, from bonafide owners, owner's

representatives complete with all necessary documentation evidencing proof of ownership and vacant possession issued by appropriate Competent Authority including a permission issued by the concerned local authorities for use of premises for Office/Commercial purposes for :

“A fully furnished office premises admeasuring area upto 2000-2500 sq.ft. (carpet) (+/- 10%) in suburbs of Mumbai on western railway line including Metro-1 Versova-Andheri-Ghatkopar (VAG)

The premises offered must have Occupancy Certificate (OC) at the time of submission of bids on the date mentioned in the tender document.

2. Earnest Money Deposit (EMD) of Rs.50,000/-(Rupees Fifty Thousand Only) should be deposited through RTGS/NEFT to STC's account as per following banking details

INDUSIND BANK LTD. OPERA HOUSE BRANCH,
INDUSIND HOUSE 425, DADASAHEB BHADKAMKAR MARG,
MUMBAI 400 004.
A/C NO. 200999555639
IFS CODE NO. INDB0000001
SWIFT CODE : INDBINBBB00

The same is required to be submitted alongwith Technical Bid (Part-1) of the Tenderer. The EMD of the tenderers will be retained till the finalization of premises by STC and hand over of the possession of the premises by successful Tenderer to STC. EMD will be forfeited in case of back-out by successful tenderer. EMD of other tenderers will be refunded after 10 (Ten days) after finalization and identification L-1.

3. STC will be within its right to forfeit EMD of a Tenderer if it withdraws its bid within the validity Period whatsoever reason may be.
4. STC will be within its rights to forfeit the EMD if the successful tenderer withdraws its bid within the validity of the period of the Tender or is unable to handover the possession of office premises within the stipulated period.
5. The EMD of unsuccessful Tenderer shall be returned after identification L-1. The EMD shall be returned without any interest by STC and shall remain interest free throughout the process of Tender.
6. The Tenderer to strictly adhere to compliance towards all Govt. taxes / levies from time to time, including any new taxes / levies/ GST.
7. The offer submitted by Tenderer must be Unconditional. In the unlikely situation, deviation if any, should be clearly highlighted.

8. **Tenderer** has to submit scanned copy (in pdf format) fully filled tender form alongwith requisite enclosures along with following documents electronically through e-procurement portal or NIC (www.e-procure.gov.in) failing which the tender is liable to be rejected at sole discretion of STC.
- a) EMD submission proof's scanned copy
 - b) Documents to be scanned and uploaded
 - c) Leave & licence Indicative Draft Agreement

The tenderer should have valid DSC category-3 for participating

9. The tender is a two part tender consisting of Part-I(Technical Bid) and Part-II(Financial Bid).
10. Part –I and part-II financial bid should be strictly as per annexure-I and annexure-II respectively. All tender documents as published on the website should be duly signed and stamped by the Authorised Signatory of the bidder as token of acceptance of Terms and Conditions of the tender.
11. The Tender can be uploaded either by the owner or by its Authorised representative. Authorised Representative of the Prospective Successful Tenderer must be Authorised by the Successful Tenderer Company through Board Resolution and/or Authority Letter in his favour and same should be retained along with self attested KYC (i.e. PAN Card, Aadhar Card and 2 photographs) of that Authorised Representative and said Authorised Representative will have to produce the letter of authority and/or Board Resolution before opening the Financial Bids Otherwise the tender shall liable to be considered null and void at any stage as per the discretion and decision of STC.
12. The requirement is of premises for office space on Leave and Licence of monthly rental basis. If owner has more than one premise to offer, a separate bid has to be submitted for each of the premises to be given on leave and licence.
- If the tenderer is submitted separate bids for each premises separate EMD should deposited for each premises.
13. The premises ready for possession and occupation immediately will be preferred.
14. In case ready to move in property are not available in the tender, premises which can be offered in shortest time after modifications will be considered.

15. No Commission/Brokerage will be paid by STC in this transaction.
16. The tenderer should quote his rates in figures as well as in words. In case of any discrepancy in words and figures the rates quoted in the words will be final.
17. The tenderer shall submit the tender which satisfies each and every condition laid down in the tender documents failing which, the bid will be liable to be rejected.
18. The STC do not bind themselves to accept the lowest or any tender or to give any reasons for their decisions.
19. The STC hereby reserves its right to accept / reject any offer without any reasons thereof at any stage without giving any notice.
20. The tenders submitted shall remain valid for acceptance for a period of 60 days from the date set for opening of the tender. The Tenderer shall not be entitled during the said period of validity to revoke/withdraw or cancel his tender or vary the tender given or any item thereof.
21. The tender shall be received upto 10:30 hours on 26.12.2018 and shall be opened at 11:00 hours on the same day in presence of those tenderers who may be present.
22. The preliminary scrutiny of the tender will be made to determine whether it is complete in all respects, the documents are duly filled and are in order. The tenders with any deficiency will be rejected summarily.
23. The submission of the tender by tenderer implies that he has read the Notice and all other documents and has made himself aware of the scope and the specifications as mentioned in the tender notice .
24. This Notice inviting tender shall form part of the contract document to be signed between STC and the successful tenderer and same shall be binding on both the parties i.e. STC and successful tenderer
25. Tenders received over fax/e-mail or copy of tender shall be summarily rejected. Tenderers have to submit the offers through on line mode only.
26. Tenderers shall strictly comply with the terms and conditions of e-procurement mentioned in NIC www.eprocure.gov.in

27. Procedure of evaluation:-

- a. On receipt of the tenders, part I comprising of the Technical Bid will be evaluated as per the terms of the tender. The premises which are not as per the specified location/parameters indicated in the tender may be summarily rejected.
- b. On evaluation of the part I of the tender, those premises which qualifies as per the specified locations/parameters will be inspected for preliminary shortlisting by a Committee duly constituted by the competent authority of the STC.
- c. The Part II of the tender comprising of the Financial Bid will only be evaluated in respect of only those premises which shall be shortlisted on the basis of inspection report submitted by the Committee.
- d. The owners of such shortlisted offers would be required to get their property documents examined by the Solicitors appointed by STC to the extent that the property could be given on leave and licence on monthly rental basis.
- e. The Property offered by the prospective successful tenderer, if mortgaged to any Bank, Financial Institution, Asset Reconstruction Company (ARCs) against any financial assistance then in that situation, prospective successful tenderer/owner of said premises shall have to arrange NOC from the said Bank, Financial Institution, Asset Reconstruction Company (ARCs) to whom said office premises is mortgaged and same shall be submitted to STC. The NOC shall be continuing till the date of expiry of leave and licence with STC.
- f. Any communication/Notice/Query with respect to the tender must be addressed as the following address :

DEPUTY GENERAL MANAGER,
THE STATE TRADING CORPORATION OF INDIA LTD.
301 TO 314, 3 rd FLOOR, 'C' WING, TRADE WORLD, KAMLA MILL, SENAPATI
BAPAT MARG, LOWER PAREL (WEST). MUMBAI 400 013
Telephone: 022-24919285

Email – vpk@stclimited.co.in, mumbai@stclimited.co.in

28. The Successful Tenderer undertakes that his Company has not been blacklisted and/or banned for participation in Tender by Government of India or by any Government Undertaking and/or Government Department in India. The Successful Tenderer shall further undertakes that in case any such information

comes into the knowledge of the STC or found at any stage by the STC then in that event successful tenderer shall be liable to be disqualified or debarred from this Tender and also in all future tenders and also liable for penal actions under relevant laws of India for false undertaking.

29. **Force Majeure:** Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days.
30. **Cancellation of Contract:** If the Prospective Successful Tenderer after finalization fails to handover the peaceful possession of office premises within specified time period for reasons other than Force Majeure, the STC shall be entitled at its option to cancel the Tender and/or contract and recover the damages besides forfeiture of EMD. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the Tender and/or contract.
31. **Indemnification:** Without any protests or demur, Prospective successful Tenderer indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/ quality/ weight/purity/marketing/ specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of omissions/ negligence/ mistake/ misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The Prospective successful Tenderer shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out/or in connection with this Tender.
32. **Arbitration:** Any dispute or difference in respect of any matter relating to or arising out of the Tender, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.
33. **No Liability/Obligation of Government of India:** It is expressly understood and

agreed by and between the Prospective Successful Tenderer and STC that STC is entering into this Tender and/or agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this Tender and/or Agreement.

34. **Jurisdiction:** If case any dispute arise out of or in connection with the interpretation of this tender Document, the parties shall submit all their disputes to the exclusive jurisdiction of the Courts at Mumbai.

35. **COMPLIANCE REGARDING GOVT. TAXES / LEVIES**

STANDARD TAXES, DUTIES AND LEVIES ETC.:

- a. **Goods and Service Tax (GST):** Please furnish GST registration details (type of registration).
 - i. Supply of goods or services or both covered under this tender shall attract goods and service tax (GST) at applicable rate as amended from time to time. The tenderer should clearly mention GST in addition to the basic cost i.e., CGST + SGST + Compensation cess if any in case of intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable unless notified as exempted.
 - ii. The tender shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable) along with description of goods as per goods and service tax act, rules and notifications made thereunder for the items listed in the price schedule of the tender.
 - iii. Tenderer should submit GST Invoice for the supplies made to owner as per the provisions of goods and service Act for availing input tax credit by the owner. Further, tenderer shall ensure to file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time as per GST rules made thereunder.
 - iv. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG – 06.
 - v. In case tenderers who opted for composition levy under GST, shall submit a copy of the certificate of provisional registration i.e., GST REG – 25 under GST and the copy of the intimation filed in from GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG – 06.
 - vi. Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST.
 - vii. The composition tenderer shall submit “Bill of Supply” with the terms mentioned in bill of supply as “composition taxable person, not eligible to collect tax on supplies” for the supplies made by him.

- viii. At the time of evaluation of offers of the registered tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- ix. At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. For this purpose, the OWNER at their discretion may rely on the tax rates quoted by other tenderer registered under GST. However, OWNER will consider the input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- x. In case of overseas supplier, Basic Customs Duty (BCD), Integrated Goods and Service Tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.
- xi. GST TDS shall be deducted at such percentage as may be prescribed on the goods or services falls under notified category. This will be deducted from such date as notified by the Government and the OWNER shall issue certificate to the tenderer for claiming credit of the same.
- xii. In case any credit, refund or other benefit is denied or delayed to owner due to any non-compliance by the supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to owner, including loss of credit, interest and penalty.

b) Statutory variation in Taxes, additional levy and withdrawal of taxes:

- i. Any new taxes or additional levies by the Government and Statutory variations during the tenure of the contract will be to Owner's account and reimbursable by/ refundable to, 'The OWNER', subject to submission of relevant documentary evidence.
- ii. Any reduction in tax rates or withdrawal of taxes that are levied by the Government during the tenure of the contract shall be passed on to the Owner's account.
- iii. However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account.
- iv. However, the amount of taxes and duties, are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

c) Other GST Compliance related terms:

- i. Tenderer shall issue tax invoice indicating all the specified fields in the Tax Invoice Rules as notified including HSN/SAC codes, GSTIN Number.
- ii. Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Tenderer.

- iii. In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of purchase data submitted by OWNER relying on the invoice received from Tenderer, OWNER is entitled to withhold the GST in the month of receipt.
- iv. Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.
- v. Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- vi. In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the tenderer bills and will issue necessary certificate to the tenderer to claim credit of the same.
- vii. It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules.

d. Anti-profiteering Clause: Any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be passed on to the STC by way of commensurate reduction in prices. In view of the anti-profiteering clause in GST, proper action need to be taken accordingly by tenderer to devise a plan for arriving at the amount of benefit obtained by them on account of GST and consequent reduction in the order value to the extent.

For and on behalf of STC

V Pal Kishtafar
Dy. General Manager (GAD)

PART – I : TECHNICAL BID

Senders Name & address:

Date:

To,

The State Trading Corporation Of India Ltd.
3rd Floor, 'C' Wing, Trade World,
Kamla Mill, Senapati Bapat Marg,
Lower Parel (West)
Mumbai - 400 013 India.

Dear Sir,

Bid for offering the Office Premises leave and licence on monthly rental basis.

This offer is with reference to the advertisement -released -in the press / put up on the websites www.stclimited.co.in or www.tenders.gov.in or www.eprocure.gov.in with reference to Tender No.STC/MUM/GAD/OP/2018-19/02 dated 12.12.2018 for taking premises on eave and licence on monthly rental basis.

We understand that :

- a) Earnest Money Deposit (EMD) of Rs.50,000/-(Rupees Fifty Thousand Only) is to be deposited through RTGS/NEFT to STC's account as per following banking details :

INDUSIND BANK LTD. OPERA HOUSE BRANCH,

INDUSIND HOUSE 425, DADASAHEB BHADKAMKAR MARG,

MUMBAI 400 004.

A/C NO. 200999555639

IFS CODE NO. INDB0000001

SWIFT CODE : INDBINBBB00

The same is required to be submitted alongwith Technical Bid (Part-1) of the Tenderer. The EMD of the tenderers will be retained till the finalization and identification of L-1. EMD will be forfeited in case of back-out by successful tenderer.

- b) No brokerage is payable by STC to us or our representative in this transaction.
- c) Tenderers Offer must be unconditional. In the unlikely situation, deviation if any, should be clearly highlighted.
- d) All payments would be made through RTGS/NEFT in connection with the leave and licence.
- e) Preference would be given to the premises offered by Public Sector Undertakings/Government Departments and other Government bodies.
- f) Preference would be given to the suitability of location of the premises.
- g) The premises with better amenities like lift, backup power /Generator set etc. would be preferred. Similarly the premises in good locations/societies and better maintained buildings would be preferred to others.
- h) The premises should have 4 cabins, one meeting room, approximately 35 workstations, Pantry, storage arrangement for office records, Parking Space etc.
- i) Quoted rent should include All Taxes, Maintenance charges, cost of stamp duty etc. In other words, the owner has to bear all taxes, maintenance charges, cost of stamp duty & registration charges etc.
- j) Premises should be ready for possession and occupation with all the necessary documents required for giving premises on leave and licence along with No Objection Certificate from concerned authorities and society as far as applicable. The owner has to produce the documents when demanded.
- k) The owners of the short listed offers would be asked to give a certificate to the extent that the property could be given on leave and licence on monthly rental basis for office purpose legally.
- l) The initial term of leave and licence of monthly rental basis is for a period of 2 years with a right to renewal clause for next 1 year on agreed terms and conditions.

- m) STC reserves its right to accept/reject any offer, without assigning any reasons thereof and without giving any notice to this effect.
- n) By submitting this offer the owner has permitted STC or their representatives, with prior appointment, to inspect the property offered as well as property documents and to carry out the measurements, valuations thereof.

The details of the premises offered are as under:

Sr.No.	Description	Details
1	Name of the Owner (In case of Joint ownership, please specify all the names, with whom the agreement would be signed and monthly rental payment would be payable.)	
2.	Address of the Owner	
3.	Contact Details: a) Telephone No. with STD Code b) Mobile No. c) Fax No. d) E mail	
4.	Particulars of Payments a) UTR No & Date b) Name of Bank & Branch. c) Amount in Figures and Words.	
5	PAN No. of the owner/owners GSTN Registration details	
6	Name of the owner of land (or Society) on which building/premises is situated	
7	Address of the premises offered	
8	Floor on which the premises is located	

9	Details of the Building: a) Year of construction b) Total number of floors c) Total number of lifts	
	d) Any other details e) Nearby landmark	
10	Area of the premises in Sq. ft. a) Carpet Area	
11	No. of Car parking area offered	
12	Municipal approved plan to be enclosed/provided on demand	
13	Occupation certificate to be enclosed/provided on demand	
14	Area of the premises offered (Sq. ft.) Carpet	
	Other remarks, if any	

A) The amenities to be provided by the owner / landlord are as under (mention the amenities):

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

B) The offer is open for inspection for a period up to 60 days from the date of opening of the Technical bid.

Place :

Date:

Name of the Signatory:

PART – II : FINANCIAL BID

1. Name of Individual / Firm / Organization : -

2. Address of Individual / Firm /Organization :-

3. Telephone No:-

4. Mobile No.

5. Fax No.

6. E mail :

Offer Rate for rent (All

Inclusive) Address of the Property offered on rent:

Carpet Area..... Sq.ft.@ Rs.....

Rs.(in figure)
(In words):

Date:

Signature with Seal

INDICATIVE TERM AND CONDITIONS

THIS **AGREEMENT OF LEAVE & LICENCE** (the "**Agreement**") made at Mumbai this _____ **BETWEEN M/s** _____, through its Authorized Signatory, Mr. _____ having its registered office at _____ hereinafter referred to as the "**Licensor**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the One Part;

AND

M/s The State Trading Corporation of India Ltd., a Company registered under Companies Act, 1956 through its Authorized Signatory, _____, Deputy General Manager having its registered office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi - 110001, hereinafter referred to as the "**Licensee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiary companies, its successors and permitted assigns) of the Other Part :

WHEREAS :

- A. The Licensor is entitled to use and occupy on what is popularly known as "ownership basis", _____ which aforesaid office premises admeasures approximately _____ sq.ft. built-up area and **admeasuring _____ sq.ft.(_____ sq mtrs) carpet area** bearing No. _____ for the purpose of its user as _____ (hereinafter referred to as "the said premises") and _____ Car Parking Area (hereinafter referred to as "the said Car Parking Area") in the said compound of the building known as _____. The said _____. The said Premises are more particularly described in the Schedule hereunder written. The Licensor is thus absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said premises.
- B. The Licensor as the legal and beneficial owner and having exclusive use, occupation and possession of the Licensed Premises¹⁵ is, inter alia, entitled to grant use of the

Licensed Premises for commercial purpose to the Licensee on Leave and License basis as provided herein;

- C. The Licensor has agreed to grant license of the said Licensed Premises along with 5 car parking to the Licensee from the commencement date as defined herein below.
- D. The Licensor and the Licensee have negotiated and the Licensor has agreed to give to the Licensee and the Licensee has agreed to take on leave and license basis from the Licensor the aforesaid Licensed Premises, from the commencement date and on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION - I

The following terms shall have the following meanings:

(i) **Building**

The building known as _____, and which aforesaid commercial Office admeasures approx. _____ sq.ft. built-up area and _____ sq.ft. Carpet Area including _____ car parking spaces each hereinafter referred to as "the said premises"). The said Premises have been more particularly described in the Schedule hereunder written (Drawing attached at Annexure 1).

(ii) **Commencement Date**

_____ (Effective for Possession and Licensee Fee)

(iii) **Expiry Date**

The date of completion of **03 (Three) years term (36 months)** from the Commencement Date of this Agreement i.e. Three years from DD/MM/YY to DD/MM/YY or the date of earlier termination under the provisions of this Agreement.

(iv) **License Fee**

Monthly compensation payable by the Licensee to the Licensor for use of the furnished "said premises" as mentioned hereinabove under the caption

"Building" in Section-I (i) of the Agreement as per section IV mentioned herewith.

(v) **Security Deposit**

Interest free refundable deposit of **Rs.** _____/- (**Rupees** _____) to be paid by the Licensee to the Licensor for the due performance of the terms and conditions of this Agreement in the manner provided in this Agreement.

(vi) **Term**

a) Period starting from the Commencement Date and ending on the Expiry Date (both inclusive) i.e. for 03 years (36 months) starting from DD/MM/YY to DD/MM/YY. There would be a **lock-in period of 02 (TWO) years** (DD/MM/YY to DD/MM/YY) during which both the parties would not be able to terminate this agreement. The lock-in period of 02 years (24 months) will commensurate with the date of possession of the said premises. However, after expiry of the applicable lock-in period, both the parties will have the option to terminate the agreement by giving **3 months' written notice** to the other party.

b.) *The Agreement may be renewed after completion of the initial term of three (3) years, on mutually agreed terms and conditions.*

This Agreement features various sections only for the sake of convenience and the same shall not influence the interpretation or meaning of the provisions of this Agreement in any manner whatsoever.

SECTION - II

1. The parties hereby confirm the correctness of all the statements and Declarations as contained in the foregoing recitals hereto cautiously believing the same to be true.
2. The Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor a license to use the Licensed Premises of the Licensor, for the Term, subject to the terms and conditions set out in this Agreement.
3. The Licensor has granted to the Licensee by Leave and License, the use of the said office premises admeasuring _____ sq. ft. built up area (equivalent to Approx _____ sq. ft. carpet area) with _____ parking spaces for a period of 36 months commencing on and from DD/MM/YY and expiring on DD/MM/YY.

4. The Licensee shall also be entitled to use the Licensors cabins, Air conditioners, Chairs, Sofas, tables, lights, cabinets, sun blinds, racks, work station etc. as mentioned in the Annexure-II in the said office premises.
5. The Licensee has declared, agreed and covenanted with the Licensor that :
 - A. The Licensee accepts that the arrangement contemplated between the Licensor and the Licensee is strictly that of grant of **license** for a period of Three years (36 months) to the Licensee on leave and license basis only and the Licensee shall not be entitled to claim any protection under the provisions of the Maharashtra Rent Control Act, 1999 or any statutory modifications or re-enactment thereof or of any similar law. The Licensee hereby agrees, declares and undertakes that neither it nor any one on its behalf will claim any protection under the provisions of the Maharashtra Rent Control Act, 1999 or any statutory modifications or re-enactment thereof or of any similar law.
 - B. The License granted by the Licensor to the Licensee is for the usage of the premises for the purpose of its business activities and is non-transferable.
 - C. The use of the Licensed Premises by the Licensee will not tantamount to tenancy and the same does not intend to and the same will not create any tenancy or other similar right or interest in favor of the Licensee.
 - D. The Licensed Premises shall be used by the Licensee only for the purpose of its business activities and for no other purpose.
 - E. The Licensee accepts and undertakes that its relationship with the Licensor and its rights and obligations in respect of the Licensed Premises shall be governed only by this Agreement.
6. The Licensor has represented to the Licensee that:
 - A. The Licensor is the absolute owner of the Licensed Premises and is entitled to grant to the Licensee use of the Licensed Premises on leave and license basis on the terms and conditions contained in this Agreement;

- B. The Licensee shall by grant, Licence and permission of the Licensor be entitled to use the Licensed Premises, for carrying on its business activities for the duration of the Term subject to the Licensee duly observing and performing the terms and conditions of this Agreement.
- C. The Licensor shall:-
- a) Not in any manner deal with or dispose of the said premises or any part thereof or their interest therein during the continuance of the license to or in favour of any person.
- b) Save as provided in this agreement, not do or omit or suffer to be done anything whereby this license to use the said premises under or pursuance to this agreement is evaded, forfeited, prejudicially affected or extinguished.

SECTION - III

1. The Licensee shall, upon observing the terms and conditions of this Agreement, on grant and License of the Licensor, are entitled to occupy the Licensed Premises of the Licensor for the Term commencing from the Commencement Date and ending on the Expiry Date.
2. During the Term, the Licensee, its employees, representatives and visitors shall also be entitled to use, for purposes of ingress and egress, common areas and facilities such as lobbies, lifts, staircases, etc. in common with other occupants of the Building.

SECTION - IV

1. From the commencement date of the Agreement i.e. DD/MM/YY until the end of the **third year** of the Term i.e. DD/MM/YY, the License Fee payable by the Licensee to the Licensor shall be an amount of **Rs. _____ (Rupees _____ Only) plus applicable Service Tax per month**. The computation of applicable service tax on the License fee will be as per notifications issued by Government of India from time to time. The Licensee shall be liable to pay the License Fee plus applicable Service Tax only. All/any other charges¹⁹ in respect of the "said premises" will be borne by the Licensor.

2. The License Fee with applicable Service Tax for every month shall be paid in advance on or before the _____ working day of each such month.
3. The Licensee shall deduct income tax at source at the rates prescribed under the Income-Tax Act, 1961, from time to time from all the payments to the Licensor. If the Licensor shall furnish to the Licensee a certificate from its income-tax officer authorizing no deduction or lower deduction of tax at source then the Licensee shall accordingly not deduct the tax or deduct the tax at source at such rate as may have been stipulated. If the Licensee shall have deducted tax at source then the Licensee shall pay such tax to the prescribed authority within the stipulated time and shall at an early date but not later than the time prescribed by statute from the date of such payment furnish to the Licensor the certificate for deduction of tax at source in the prescribed format and within the time frame as prescribed by the Income Tax Act, 1961. The Licensee shall deduct Income Tax only on the license fee. No other charges will be subject to TDS.
4. The Licensee shall regularly pay and discharge all charges in respect of electricity consumed by the Licensee in the Licensed Premises as also telephone charges and other utilities consumed by it as also the annual comprehensive maintenance/service charges of the air-conditioning system and other fixtures installed in the Licensed Premises. The Licensor shall forward to the Licensee the electricity bill in respect of the separate meter of the Licensed Premises at least **07 (seven)** working days before the due date for payment of such bill. The deposits for electricity and telephone, if any shall be paid by the Licensor.

SECTION - V

1. The Licensee has simultaneously against the execution of this Agreement deposited with the Licensor the amount of **Rs.** _____ @ Rs. _____ X _____ months License Fee (**Rupees** _____ **Only**) towards interest free Refundable Security Deposit as per Section I (vi) for due performance of the terms and conditions of this Agreement (the receipt whereof the Licensor doth hereby admits and acknowledges).
2. The refundable Security Deposit is an interest free deposit paid by the Licensee for ensuring its due performance of the terms and conditions of this Agreement.

SECTION - VI

1. The Licensee undertakes to use the Licensed Premises only for its business activities.
2. The Licensee shall have 24 hours accesses to the Licensed Premises during the Term of the License.
3. The Licensee shall observe and abide by the rules and regulations of the Building as also the local and the competent government/semi-government authorities.
4. The Licensee shall not allow the Licensed Premises to be used or sub-licensed to any other entity.
5. The Licensee shall not transfer, assign or induct any third party or create any third party interest in the Licensed Premises or any part or portion thereof, except for its subsidiaries/group Companies/associates
6. The occupation and use of the Licensed Premises shall be at its risk and the Licensee shall not hold the Licensor responsible in any manner whatsoever for any loss for any reason, whatsoever including loss occasioned or suffered by employees and agents of the Licensee. The Licensee shall make proper and adequate security arrangements at their own cost, for their valuables, furniture & fixtures & also for the furniture & fixtures of the Licensor. The Licensor shall not be liable for any loss suffered by the Licensee, on account of any Theft or such untoward events, in any matter whatsoever.
7. The Licensee, its servants and agents shall not do or suffer to be done anything in the Licensed Premises which is likely to be a nuisance or annoyance to the other users or occupants of the Building or which is likely to prejudice the rights or interest of the Licensor as the Owner.
8. The Licensee shall not make use of or permit or allow its servants or agents to make use of any space in the Building other than the Licensed Premises.
9. The Licensee shall not store any hazardous or inflammable articles in the Licensed Premises. The Licensee shall not use any cooking gas or pipe gas, in the premises at all times.

10. The Licensee shall not store or dump any material or debris in common areas of the Building or cause any damage to common areas of the Building nor allow or permit any one to do so.
11. The Licensee shall at necessary and regular intervals maintain this Licensed Premises and keep the same in good repair and condition, reasonable wear and tear excepted.
12. The Licensor agrees that in case the said premises, or part thereof, shall at any time during the terms hereby created or be destroyed by fire, acts of God, riots and civil commotions, enemy action and such like causes not within the control of the Licensor, become wholly or partially unfit for the use of the Licensee then the Licensee shall have a option to terminate the Agreement.
13. If any damage is caused to the Licensed Premises of the Licensor or the common areas of the Building due to any act, commission, omission or negligence of the Licensee or its agents or employees then in that event the Licensee shall, at its own cost and forthwith repair such damage and restore the Licensed Premises.
14. The Licensor shall be entitled to inspect the Licensed Premises on any working day and for that purpose, the Licensee shall permit the licensor, its agents, and employees and/or authorized representatives to enter upon the licensed premises for inspection, as and when necessary. However, a reasonable notice of 24 hours shall be given by the Licensor to the Licensee before such inspections is undertaken. Further during the notice period of 2 months prior to the termination of the Agreement, the Licensor should be permitted to carry out inspections of the premises to its potential Clients.
15. The Licensee shall be entitled to use the Licensor's fixtures and fittings including Air Conditioner/s provided in the said Premises. The Licensee shall keep and maintain the fixtures and fittings including Air Conditioner/s provided in the said Premises by the Licensor in good order and condition at its own cost and expense.
16. The Licensee may, at its own cost and risk make, fix or install any additional items of furniture, fittings or fixtures and other equipment etc., in the Licensed Premises for meeting its requirements and needs without damaging the Licensor's premises/fixtures, fittings and installation of the Licensor in the Licensed Premises, with prior intimation and approval of the Licensor. Such additional movable furniture and fixture items shall always belong to the Licensee.

17. It is further agreed between the parties that the Licensee shall also be entitled to:-
- a) To put up their name board at the entrance of the said premises prominently displaying its name. The Licensor shall provide to the Licensee a designated place at the entrance of the said premises, as prominently displaying its name and other requisite details.

 - b) To peacefully enjoy said premises subject however in compliance with the rules and regulations applicable to the said building and of this agreement.

SECTION - VII

1. The Licensor shall, during the Term, observe and perform all the terms, conditions, covenants and provisions of this Agreement and the rules, regulations and byelaws of the Complex/Society and the competent local, semi-government and government authorities.
2. The Licensor shall, regularly bear and pay the present and future all/ any other charges as well as property taxes in respect of the Licensed Premises.
3. The Licensor shall remain free to sell, transfer, deal with, alienate or encumber, mortgage or charge the Licensed Premises. Provided however that the Licensor undertakes that if it sells, transfers, deals with, mortgages, creates any charge, encumbers or otherwise disposes of the Licensed Premises or their right, title and interest therein, then the licensor shall give due prior written intimation of such sale, transfer, mortgage, charge, encumbrance or alienation of the Licensed Premises whatsoever and shall be subject to the rights of the Licensee under this Agreement and shall not prejudice rights of the Licensee under this Agreement in any manner and the Transferee in whose favour the Licensed Premises is being transferred or encumbered shall assume all the obligations of the Licensor under this Agreement.

SECTION - VIII

1. Immediately upon expiry or earlier termination of the License as set out in this Agreement:
 - A. The Licensee shall cease to conduct its activities and operations from the Licensed Premises.
 - B. The Licensee shall upon receipt of the refundable Security Deposit (after deductions, if any), forthwith remove all its movable effects and belongings from the Licensed Premises without damaging the Furniture & fixtures, fittings and installations of the Licensor or the Licensed Premises or the common areas of the Building (It being agreed and understood that if the Licensee shall have installed any permanent/immovable fixtures and fittings in the Licensed Premises then the same shall belong to the Licensor without any cost).
 - c. Unpaid License Fee payable by the Licensee.
 - d. A reasonable amount sufficient to cover unpaid electricity charges estimated on the basis of past electricity bills without prejudice to liability of the Licensee to pay such electricity charges. The difference if any, shall be paid by the Licensee or refunded to the Licensee as the case may be.
 - e. Any claim for damage(s) caused to the Licensed Premises and/or common areas of the Building and fixtures, fittings and installations of the Licensor in the Licensed Premises, only if such damage is due to negligence of the Licensee (excepting reasonable wear and tear). Such claim shall be determined by mutually agreed terms and shall be binding on the Licensee.

f. Any other amount recoverable under this Agreement.

SECTION - IX

1. It is clarified that exclusive possession of the Licensed Premises and the furniture & fixtures of the Licensor has not been granted to the Licensee and only mere leave and license for use of the Licensed Premises in the manner stated in this Agreement is granted to the Licensee and the actual possession of the premises shall remain with the Licensor.
2. Goods & Services Tax, as may be levied, shall be to the account of the Licensee alone.
3. The Licensee and the Licensor shall indemnify and keep indemnified the other Party against all actions, suits, proceedings and all costs, charges, expenses or damages incurred, suffered, caused to or sustained by the respective Party by reason of any breach or non- observance, non- performance or non- payment of its obligations to be observed and performed by them under this Agreement.
4. The Licensor and Licensee hereby confirm that the terms and conditions as stipulated in Tender No. _____ dated DD/MM/YY will form an integral part of this Agreement.

SECTION - X

1. The addresses of the parties for the purposes of sending notices and communications are as under : -

Licensor: M/s, _____ through its Authorized Signatory, Mr. _____ having its registered office at _____.

Licensee: M/s **The State Trading Corporation of India Ltd.**, through Mr. _____, Deputy General Manager having its Branch office _____ at _____ Office _____.

Notices and communications shall be sent by Registered Post Acknowledgement Due or by Hand Delivery. Each party shall intimate the other in writing of any change in the aforesaid address and other information.

2. Stamp duty and registration charges in respect of this Leave and License Agreement and all writings in consequence or pursuance thereto shall be borne by the Licensor. Each party shall bear and pay fee of their respective legal advisors.
3. In the event of there being any dispute and/or disagreement by and between the Licensor and Licensee hereto, in respect of any of the terms and conditions or their interpretation contained herein, shall be resolved under the provisions of Arbitration and Conciliation Act, 1996 and Rules of Indian Arbitration Council, New Delhi. The decision of the Arbitrator shall be final and binding on the Licensor and Licensee. The Arbitration proceedings shall be conducted in English and the venue for Arbitration to be at Mumbai.
4. The PAN No. of the Licensor is : _____
M/s _____

And the PAN No of the Licensee is : _____

M/s The State Trading Corporation of India Ltd.

5. The parties have agreed to the exclusive jurisdiction of Mumbai for any legal proceedings arising from this Agreement.

THE SCHEDULE ABOVE REFERRED

Office Premises at _____, admeasuring _____ sq.ft. built-up area & _____ sq.ft. carpet area including _____ car parking spaces each, on the _____ floor in the building " _____ " constructed on plot bearing No. _____ for the purpose of its use _____ C.S. No _____ of _____, division of Municipal Corporation of Greater Mumbai .

SIGNED AND DELIVERED by the _____)
 - 26

Within named LICENSOR)

M/s. _____)

Through its Authorized Signatory)

Signatory Mr. _____)

Designation

In the presence of:)

SIGNED AND DELIVERED by the)

Within named LICENSEE)

M/s The State Trading Corporation)

of India Ltd.)

Through its Authorized)

Signatory **Mr.** _____,

Deputy General Manager)

In the presence of:-)

=====
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DATED THIS _____ DAY OF _____

=====
=====

...The LICENSOR

M/s. _____

AND

...The LICENSEE

M/s The State Trading Corporation of India Limited .

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LEAVE AND LICENCE AGREEMENT

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