

Tender No. 34-2/2017-Admin-12/2017

TENDER NOTICE

**HIRING OF HOUSE FOR HOSTEL / SUB-OFFICE
IN ISLAMABAD**

1. Frequency Allocation Board, Islamabad a public sector organization invites sealed bids from the owners of houses who possess valid CNIC of Pakistan and wish to let their house to FAB for purpose of Hostel / Sub-Office in Islamabad for a period of 03 x years.
2. Bidding will be conducted under Single Stage – Two Envelop procedure of PPRA the documents, containing detailed terms & conditions, method of procurement, procedure for submission of bids, bid security, bid validity, guarantee etc, are available for the interested bidders at FAB HQs, Plot No. 112, Sector H-10/4, Islamabad. Price of the bidding document is Rs. 500/- (non-refundable). Bidding document can also be downloaded from the website of Frequency Allocation Board at www.fab.gov.pk, free of cost.
3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at FAB HQs Plot No. 112, Sector H-10/4, Islamabad on or before **TUESDAY, THE 16th JANUARY 2018**, by 1100 hrs. Bids will be opened on the same day at 1130 hrs. This advertisement is also available on the website of FAB www.fab.gov.pk and PPRA at www.ppra.org.pk.
4. The Frequency Allocation Board reserves the rights to accept or reject any or all proposals as per PPRA Rules.

Chairman TEC

Frequency Allocation Board, Headquarters

Plot No. 112, Sector H-10/4, Islamabad.

Ph. No. (+92-51) 9257721, 9257747

Email : info@fab.gov.pk , Website : www.fab.gov.pk



FAB

FREQUENCY ALLOCATION BOARD (FAB)

(TENDER DOCUMENT)

FOR

**HIRING OF HOUSE FOR HOSTEL / SUB-OFFICE
PURPOSES IN ISLAMABAD**

FAB

Government of Pakistan
FREQUENCY ALLOCATION BOARD
Headquarters, Plot No. 112, Sector H-10/4,
Khayaban-e-Jouhar, Islamabad.
Phone No. 051-9257721-9257741, Fax No. 051-9257771

INSTRUCTIONS TO THE BIDDERS.

1. GENERAL

1.1 INTRODUCTION

1.1.1 Frequency Allocation Board hereafter referred to as "FAB" seeks sealed bids from the owners of houses who wish to sublet their houses to FAB for the purpose of Hostel / Sub-Office specifically in Sectors I-8, I-9, G-8, G-9 or G-10 Islamabad for a period of 03 x years (36 x months).

1.1.2 Bidding shall be conducted under "Single Stage – Two Envelope" method laid down in PPRA Rules 2004. Each bid shall comprise one single package containing, 2 x envelopes separately i.e., FINANCIAL PROPOSAL and TECHNICAL PROPOSAL. All bids received shall be opened and evaluated in the manner prescribed in the bidding document at FAB HQs, Islamabad.

1.2 SCOPE OF WORK

1.2.1 The house will be hired for a period of 03 x years (36 x months). Hiring or de-hiring of the house will be dealt with mutual consent of the owner and FAB (as per requirements).

1.2.2 The house must be located in Sectors I-8, I-9, G-8, G-9 or G-10 Islamabad (ICT).

1.2.2 The owner shall ensure the house is free of any litigation / legal proceedings before subletting it to FAB.

1.3 SOURCE OF FUNDS

The Frequency Allocation Board is a self funded organization and will make payment from its own resources.

2. MANDATORY REQUIREMENTS

Following mandatory requirements are to be fulfilled and evidence in this regard is required to be enclosed with the Bid submitted by the prospective bidders. Non-provision of the same would result in disqualification:

- a. The covered area of building should be minimum 08 x marlas.
- b. Owner should be of Pakistani National and must have valid CNIC.
- c. He must be sole owner of the premises/building/house. In case of more than one owner, Power of Attorney, willingness of all owners, copies of CNIC's etc will be attached.
- d. Affidavit on Legal Paper of PKR. 100/- or above mentioned at Annex-C stating therein that the owner is the sole legal owner of the premises and the property being offered is free of any encumbrances, possessions and from all types of litigation, shall be attached with technical proposal.

Moreover, neither any type of loan has been taken by the owner against the property nor the same has been pledged for any purpose anywhere in Pakistan.

- e. Payment of previous/outstanding taxes of the building is liability of the owner.
- f. Payment of previous / outstanding utility bills is the liability/responsibility of the owner.
- g. House/building has been constructed as per the approved by laws of the CDA / municipal/cantonment etc. department.
- h. Building has approved building plan from concerned controlling agency i.e., Capital Development Authority (CDA) or as applicable.
- i. Building has all basic amenities like electricity, gas, water and telephone.
- j. Building must be equipped with suitable number of geysers for continuous supply of hot water.

3. COST OF TENDERING

The bidder shall bear all costs associated with the preparation and submission of its bid, while Frequency Allocation Board, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. CLARIFICATIONS OF TENDER DOCUMENTS

A bidder requiring any clarification(s) may notify to FAB or an Officer authorized on its behalf in writing. The FAB or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before (approximate **05 working days** or more) to the deadline set for the submission of bids. Copies of FAB response will be forwarded to all prospective bidders (if not already clarified in the Tender document or deemed necessary for the bidder).

5. AMENDMENT OF TENDER DOCUMENTS

- 5.1 At any time prior to the deadline for submission of bids, the FAB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by issuing addendum.
- 5.2 Any addendum thus issued shall form eternal part of the Tender documents. In order to ensure availability of a reasonable time frame to the bidders to comply with addendum for preparing their bids, FAB may at its discretion extend the deadline for submission of bids.

6. LANGUAGE, DOCUMENTS

- 6.1 Bid documents and related correspondence will always be in the English language.

6.2 All pages of the bid shall be initiated / signed of the owner.

7. RENT PRICE

7.1 Rent Price should be quoted in Pak Rupees in figures and words as per prescribed layout at **Annex-B**.

7.2 The price quoted should be firm, final, and clearly written/typed without any ambiguity valid for a period of six months including government taxes.

7.3 The price should include all the government taxes, duties etc. for the period of hiring / agreement to be made with successful bidder who scored maximum technical score.

8. VALIDITY OF BIDS

Bids shall remain valid for a period of one year (12 x months) from the date of Tender / Bids opening.

9. DEADLINE FOR SUBMISSION OF BID

9.1 The bid shall be delivered in person or sent by Registered mail / Courier service which should reach Frequency Allocation Board Headquarters, Plot No 112, Sector: H-10/4, Islamabad, on or before **1100 hours** on **TUESDAY, THE 16th JANUARY 2018** or as specified in the advertisement / web site of PPRA.

9.2 Sealed bids will be kept in safe custody of FAB HQs on or before the prescribed time on given date. Bid should be submitted in sealed envelope containing necessary information regarding tender notice.

9.3 Open, e-mailed or faxed bids will not be accepted.

9.4 Any bid received by the FAB after the date and time of bid opening will be returned unopened to such a bidder.

10. MODIFICATION & WITHDRAWAL OF BID

10.1. Any bidder may modify or withdraw his bid after bid submission provided that a written notice of the modification or withdrawal is received by the concerned officer prior to the deadline for submission of bids.

10.2 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids had expired.

11. OPENING OF BID

11.1 The FAB relevant committee will open the bids at **1130 hrs, on TUESDAY, THE 16th JANUARY 2018** in the presence of bidders representatives who choose to be present, at FAB, HQs, Plot No 112, Sector H-10/4, Islamabad.

11.2 The bidder's name, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of bid opening process.

11.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.

11.4 The FAB reserves the right to reject any one or all bids as per PPRA rules.

12. COMPLIANCE CERTIFICATE

The bidder should agree with the terms and conditions as mentioned in **Annex-A**.

13. AWARD CRITERIA & FAB'S RIGHT

13.1 The contract for hiring the house will be awarded to lowest evaluated bidder provided that; such bidders have been determined to be qualified to meet the mandatory requirements and evaluation criteria.

13.2 The contract agreement will not be cancelled / renewed without prior notices and mutual consent of FAB and the owner.

13.3 FAB reserves the right to accept or reject any bid as per PPRA rule, and to annul the tender process and reject all bids, at any time prior to award of contract agreement, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the FAB's action.

14. PAYMENT PROCEDURE

14.1 The successful bidder / owner will be paid the rent in advance as 1 x Year (12 x Months) in Pak Rupees for the first year of contract agreement, thereafter payment of rent will be made biannually (6 x months) basis on the agreed terms and conditions as laid out in the Contract Agreement and this tender document duly accepted by the owner.

14.2 Payment of the rent shall be made to the owner after deduction of prevailing government taxes / duties under Section 155 of Income Tax Ordinance 2001, on crossed cheque, against which the owner must furnish a valid receipt to FAB.

15. OWNER'S RESPONSIBILITIES

15.1 The owner shall sublet the requisite house properly to FAB in good / living condition as per Contract Agreement.

15.2 The owner shall not re-sublet the house and have no permission to examine the house internally, during the hiring period with FAB.

15.3 Fulfilling the requirements as laid down in this tender document is responsibility of the owner before subletting the house.

16. EVALUATION CRITERIA

- 16.1 Technical proposals shall be evaluated as per the criteria laid down at **Annex-D**. All supporting documents must be attached with Technical Proposal.
- 16.2. Bidder must score/ achieve 70 % as passing marks in technical qualification to become eligible for participating in financial bid opening. Technically qualified bidders shall be allowed to participate in the financial bid opening process. The financial bids of technically disqualified bidders shall be returned un-opened.
- 16.3 House/premises shall be hired from the technically qualified bidder who has quoted the lowest financial bid and upon the recommendations of the relevant Tender Evaluation Committee FAB.
- 16.4 If two or more bidders quoted the same financial bid, then the contract will be awarded to the one who has scored highest in technical qualification marks.

17. INCREASE IN RENT

- 17.1 The rent of Building shall stand automatically increase at the end of every three years of its tenancy by twenty percent of the rent already paid by the tenant as per Islamabad Rent Restriction (Amendment) Act, 2014.

18. ARBITRATION

- 18.1 In the case of any dispute or conflict between FAB and the owner of the house, the case will be referred to Tender Evaluation Committee and the owner shall discuss the matters with the same Committee at FAB HQs to resolve the matter. Decision of Executive Director FAB upon recommendations of the Tender Evaluation Committee FAB will be final and could not be challenged in any court of law.

19. PROPOSED DRAFT AGREEMENT

- 19.1 Proposed Draft Agreement which is to be executed is enclosed at **Annex-E**.

FAB

COMPLIANCE CERTIFICATE.

1. Terms & Conditions

The bids must accompany with documents stated below after fulfilling the mandatory requirements as mentioned in this tender document :

- a) Copy of Registry or Intiqal of the House / Building.
- b) Copy of approved map / drawings by the concerned government authority i.e., CDA or as the case may be.
- c) Copy of owner's Valid Computerized National Identity Card proving nationality of Pakistan and ownership of the house. In case of more than one owner, copies of CNIC must be attached of all owners alongwith Power of Attorney (as the case may be).
- d) Details of owner's residence, telephone / mobile numbers for office correspondence.
- e) Affidavit on Judicial Paper of Rs. 100/- or above duly attested by Notary Public that the Owner is sole legal owner of the house / property _____ (address) being offered free of encumbrances, possessions able and free from all type of litigation, shall be attached with technical proposal. In addition, no loan has been taken against the property. The property / house in non-pledged from any bank or financial institution or a person. Specimen at **Annex-C**.

1.1 Terms and conditions must be signed and attached with the Tender document if agreed upon.

1.2 Frequency Allocation Board reserves the right to accept or reject any or all bids as per PPRA rules.

Name of Owner.....

CNIC No.

Residential Address of the Owner with Phone Numbers

.....

Address of the House / Property to be Sublet

.....

Signature of the Owner

Annex-B**(FINANCIAL PROPOSAL FORMAT)****Hiring of House for Hostel / Sub-Office at Islamabad.**

(To be filled by Owner without Overwriting)

(Amount in PKR including taxes)

Sr #	Address of House / Property alongwith Covered Area	Rent Amount 1 st Year	Rent Amount 2 nd Year	Rent Amount 3 rd Year	Total Rent for 3 x Years Final Bid Price

Total Bid Price for 03x Years (36 x months) Rs. _____

In Words _____

Name of Owner. _____

CNIC No.: _____

Tel #: _____ Mobile #: _____

Email : _____

FAB

Signature : _____ Dated : _____

Note : Bidders whom score highest technical marks, and lowest financial bid will be declared as
LOWEST EVALUATED BIDDER

(Must be Provided on Rs. 100/- or above Stamp Paper)

UNDERTAKING / CERTIFICATE .

1. Certified that I _____ S/O _____
is sole proprietor of House No. (address) _____

declares that my house / property is free of encumbrances, possessions, free from all litigations and not already sublet or leased to any person / persons or office / department.

2. That I am subletting my house / property to Frequency Allocation Board (FAB) for Hostel / Sub-Office in good / living condition as per their requirements.

3. That all government duties / taxes on my above mentioned house are cleared with government authorities before subletting to FAB.

4. That my above mentioned house / property is free from any pledge / loan / burden.

5. That all utility bills of my above mentioned house / property have been paid before subletting to FAB.

6. That, I will not inspect my subletted house after possession / operational state made by FAB, as per their security parameters.

7. That I will bound to all terms and conditions as laid down in the tender document and subsequent Contract Agreement.

Name of Owner. _____

CNIC No.: _____

Residential Address _____

Tel #: _____ Mobile #: _____

Email : _____

Signature : _____ Dated : _____

ATTESTED BY NOTARY PUBLIC

DETAILED TECHNICAL EVALUATION

Sr.	Max Marks	Attributes	Particulars	Marks Earned
i.	10	Location of House / Property	a. Located in Sector I-8 b. Located in Sector G-8 c. Located in Sector I-9 d. Located in Sector G-9 e. Located in Sector G-10 f. Located in other sectors of Islamabad	10 Marks 10 Marks 10 Marks 10 Marks 10 Marks 05 Marks
ii.	05	Access to Main Road Distance	a. Located on main / double road or 500 meters nearer b. Located on secondary road (> 500 and = 600 meters) c. Located on secondary (> 600 and =900 meters)	5 Marks 3 Marks 2 Marks
iii.	10	Accessibility	a. Public transport available within 500 meters distance b. Public transport available within 600 meters distance c. Public transport available within 1000 meters distance d. Public transport available > 1000 meters distance	10 Marks 7 Marks 5 Marks 0 Marks
iv.	05	Type of Structure	a. Frame structure b. Frame and Brick Masonry Mix structure c. Brick Masonry structure d. Cracks in Building	5 Marks 4 Marks 3 marks 0 Marks and building will be rejected
v.	05	Rooms With Attached Bath	a. All rooms with Attach Bath and tiles in washrooms in good Condition b. All rooms with Attach Bath and chips in washrooms in good Condition c. All rooms with some Attach Baths and some with not d. Dirty & Old Washrooms	5 Marks 3 Marks 1 Mark 0 Marks and building will be rejected.
vi.	05	Flooring	a. Marble flooring in full house (newly polished) b. Tiles flooring in full house in good Condition c. Marble Flooring but not polished d. Chips Flooring in good Condition e. Plain Cement Flooring in good Condition	5 Marks 4 Marks 3 Marks 2 Marks 0 Marks
vii.	05	Internal Parking Space	a. Internal parking Space of 3 large vehicles i.e. 2 Corolla and 1 Double Cabin b. Internal parking Space of 2 large vehicles i.e. 1 Corolla and 1 Double Cabin c. Internal parking Space of 1 large vehicle i.e. Corolla or Double Cabin	5 marks 3 marks 1 marks
viii.	10	Halls	a. More than 1 Halls (e.g. 12' x 20/18/16) b. 1 Hall c. No Hall	10 Marks 05 Marks 0 Marks
ix.	04	Generator Wiring	a. Generator wiring Available b. Not available	4 Marks 0 Marks
x.	03	UPS Wiring	a. UPS wiring Available b. Not available	3 Marks 0 Marks
xi.	03	Rooms	a. 6 or more (e.g. 12' x 18/16/14/12) b. 5 rooms c. Below 5	3 Marks 2 Marks 0 Marks
xii.	04	Lawn	a. Green lawn having more than 100 Sq.ft area b. Green lawn having more than 50 Sq.ft area c. Less than 50 Sq.ft.	4 Marks 2 Marks 0 Marks
xiii.	04	Water Connection	a. Available b. Not Available	4 Marks 0 Marks
xiv.	02	European wash room	a. 4 or more wash rooms with European seats b. 3 European seat c. All Asian	2 Marks 1 Marks 0 Marks
xv.	10	Construction Year	a. Less than 10 years b. More than 10 years and less than 15 years c. More than 15 years and less than 17 years d. More than 17 years and less than 20 years e. More than 20 years	10 marks 08 marks 06 marks 03 marks 0 marks
xvi.	05	Store Room	a. Available b. Not Available	5 Marks 0 Marks
xvii.	05	Proximity to Markets / Public Parks / Hospitals / Govt Offices	a. Proximity b. Non Proximity	5 Marks 0 Marks
xviii.	05	Corner Plot	a. Corner Plot b. Non Corner	5 Marks 0 Marks
Total	100			

i. Minimum qualifying marks are 70% in above table. Attach Supporting documents.

ii. Financial Bids of Firms scoring 70% and above in qualification shall be opened and bids of non-qualified firms shall be returned un opened.

iii. FAB committee shall visit the premises and marks shall be awarded as per criteria given above.

iv. Bidder having Maximum Technical Score and lowest financial bid will be declared as LOWEST EVALUATED BIDDER as per PPRR Rules.

**SAMPLE
Draft LEASE AGREEMENT**

This Lease Agreement (the "Agreement") is made on _____ day of _____ 2017,
at _____.

By and between

Mr. _____ S/o _____ owner of H.No. _____
_____ having NIC No. _____
_____ (hereinafter referred to as the – the
"Lessor" which terms shall, where the context so admits include its administrators,
successor-in-interest and assignee) on the first Part;

AND

Frequency Allocation Board (FAB) a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at Plot No. 112, Sector H-10/4, Khayaban-e-Jouhar Islamabad, through its authorized officer (hereinafter referred to as the "Lessee" and includes its administrators, successor-in-interest and assignee) on the second Part.

(If, when and where applicable, each of the two parties shall, hereinafter, be referred to individually as "Party" and collectively as "Parties" as the context of this Agreement requires).

WHEREAS,

1. The Lessor is the absolute legal and valid owner of the property/building bearing plot no....., situated at ----- measuring ----- more particularly described in Annex-B of the document, in terms of registered record and it is free from all sort of encumbrances, burdens, loans/debts securities, mortgages, sale, gifts, wakf, decree and injunction order and any and all other defects (hereinafter referred to as "Premises").
2. **WHEREAS** the LESSEE being a statutory body is desirous to acquire premises on lease/rental basis with all rights, easements, and appurtenances, whatsoever to the said Premises belonging, for the purpose of sub-office/Hostel.
3. **AND WHEREAS** the Lessor has agreed to let out the Premises and the Lessee has agreed to take the Premises on rental bases on the terms and conditions as hereunder:-

NOW THEREFORE, In consideration of the mutual promises, covenants and payments set out below, the parties hereby agree on the following:

- 1) The initial term of the Agreement shall be one (01) year commencing from _____, 2017 and ending on _____ both days inclusive. The agreement may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the Parties.
- 2) The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, the rent at the following rates and times:
 - i. Annual rent for the term of the Lease shall be PKR _____ for the _____ to _____.
 - ii. The annual rent shall be payable in advance in for 1st Year (12 x months) i.e. _____ to _____ and thereafter
 - iii. 2nd year's rent will be paid in two (2) equal installments which shall be @ PKR _____ x 2 = PKR _____
 - iv. 3rd year's rent will be paid in two (2) equal installments which shall be @ PKR _____ x 2 = PKR _____
- 3) After every three years rent will be increased by twenty percent (20%) automatically as per Islamabad Rent Restriction (Amendment) Act, 2014
- 4) The LESSOR hereby covenants with the LESSEE as follows;
 - a. The LESSOR covenants with the LESSEE that he shall not do any act, deed or thing creating any charge, lien or encumbrance, of any kind and description whatsoever, in respect of the Premises during the subsistence of this Agreement. Should there ever come cross any challenge or any issue, whatsoever, regarding title, possession etc. of the LESSOR on the Premises, the LESSOR shall, at its own cost, get all clearance and/or non encumbrance certificate(s) and other permissions/sanctions required for the completion of this Lease transaction upto the satisfaction of LESSEE and within time approved in writing by the LESSEE.
 - b. The Parties herein agree that the LESSEE shall not pay any brokerage in respect of this Lease transaction.
 - c. The LESSEE will have unrestricted, unlimited and unhindered access to and utilization of the Premises 24 hours /day, 7 days a week.
 - d. Notwithstanding anything contained in this Agreement, the LESSOR acknowledges that any revocation or termination of this Agreement by the LESSOR may cause irreparable loss and damage to the interests of the LESSEE. Accordingly, the LESSOR hereby acknowledges, consents and agrees that the equipment is intended to and will "constitute things embedded into the Premises" and accordingly, so long as the yearly rent is duly paid by the LESSEE, the term of the Lease shall not be abridged or terminated by the LESSOR prior to the expiry of the initial term or any renewal thereof. The LESSOR hereby agrees to and affirms the right of the LESSEE to seek both temporary and permanent injunctive relief against any purported termination,

withdrawal or abridgement of the initial term or any renewals thereof, and further irrevocably consents and waives any defense in law or in equity to the availability of such injunctive relief to the LESSEE.

- e. It is hereby further expressly provided and agreed by the Parties hereto that should the LESSOR fail to perform any of his/her obligations in part or in whole under this Agreement or fail to settle all issue(s) accrued, if any within the time set forth herein, all money/advance given by the LESSEE shall not only be returned by the LESSOR to the LESSEE without cavil but the LESSEE may institute suit against LESSOR for specific performance of the Agreement with costs or the LESSEE may bring an action for damages resulting from the breach of contract/Agreement. The LESSEE's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in law or equity to LESSEE for LESSOR's breach hereof.
 - f. The LESSEE may, at its sole option, terminate this Lease Agreement upon thirty (30) days prior written notice, whereupon, the LESSOR shall refund to the LESSEE within twenty-one (21) days of the receipt of the notice terminating the Lease, any unutilized rent paid in advance by the LESSEE for the term extending beyond the month in which the Lease shall come to an end pursuant to the notice of termination by the LESSEE.
 - g. Subject to the due and timely refund of any unutilized rent in terms of above clause, the LESSEE shall vacate the premises upon the expiry of the thirty (30 days' notice period. The LESSEE shall not be required to vacate and shall be entitled to continue in possession of the Premises along with all rights and interests therein conferred on the LESSEE pursuant to this Agreement until such time the unutilized rent has been refunded to the LESSEE, provided that, no rent shall accrue to the LESSORS for and in respect of the time period during which the LESSEE continues the possession and occupation of the Premises due to failure of the LESSORS to refund the unutilized rent paid in advance, provided further that, any advance rent not refunded in accordance with this clause shall incur mark-up at the rate of 20% per annum for the number of days which it remains un-refunded.
- 5) The LESSEE hereby covenants with the LESSOR as follows:
- a. To pay rent for the Premises in advance at the agreed rate after taking over the complete possession of the Premises. Payment will be acknowledged by the LESSOR and a separate receipt will be issued.
 - b. LESSOR agrees to allow the contractor of LESSEE, if desired, to start the renovation work of the Premises immediately after signing of Agreement by him.
 - c. The rate of rent mentioned above is inclusive all taxes, rates, charges, assessment and imposition etc. in respect of the Premises other than those which are required to be paid by the LESSEE.
 - d. To pay all lawful charges (except arrears prior to the date of execution of the said deed of Lease / handing over of possession of Premises to the LESSEE) in respect of water, gas and electricity used / consumed in the Premises with effect from the commencement directly to the agencies concerned in terms of bills in respect thereof.

- e. Not to store any explosive material in the Premises or any part of the building, which may cause damage to its inmates.
 - f. The LESSEE undertakes to carry out all structural and other repairs and maintain the Premises in good tenable condition throughout the term of the Lease and any renewal thereof.
- 6) The LESSOR hereby covenants in all good faith with the LESSEE as follows:
- a. The LESSOR hereby covenants with the LESSEE that he is the lawful owner of the Premises and has good, valid and legal title thereto and is entitled to Lease the Premises to the LESSEE for the purpose intended.
 - b. The LESSOR warrants that there are no restrictions or impediments in the LESSOR's rights to Lease the Premises to the LESSEE for operation of its Hostel / sub-office as provided under this agreement.
 - c. The LESSOR agrees to indemnify the LESSEE against all claims, damages, demands, losses, costs, charges and expenses whatsoever which the LESSEE may suffer due to any defect(s) in the title of the LESSOR to the Premises.
 - d. That the LESSEE shall be entitled to display name plate / boards and signs at the entrance / tower of the Premises, and to post or appoint any security guard thereof, if so required, will be the sole discretion of LESSEE,
 - e. That the LESSOR will have No Objection on the installation of telephone connections in the name of LESSEE in the Premises, for which bills will be paid by Lessee
 - f. The LESSOR shall be liable for payment of all taxes, duties, levies and outgoings in respect of the Premises to the concerned Government Authorities, if any.
 - g. The LESSOR acknowledges that the LESSEE may from time to time, make structural changes or addition to the Premises, and accordingly, hereby, irrevocably consents to such additions being made by the LESSEE only for the purpose of and in connection with the LESSEE's business. The LESSEE will be within his rights to remove the fixtures at the time of vacation of Premises.
 - h. The LESSOR shall be responsible for any losses attributable to any act or omission of the LESSOR. Upon occurrence of such an event LESSEE reserves the right to resort to any legal recourse available to LESSEE or impose a penalty to recover the losses accrued therefrom which shall be deducted from the annual rent payable to the LESSOR.
 - i. During the Term of this Agreement the LESSOR shall not at any time or under any circumstances block LESSEE's access to the Premises, lock or break/change any locks thereto, shutdown or cause the shutting down of any of the LESSEEs equipment installed thereon, or create any hindrance in the carrying out of LESSEEs operations being/to-be carried out on the Premises. Upon occurrence of any of the events

stipulated herein this clause the LESSEE reserves the right to resort to any legal recourse available to the LESSEE.

- j. If for any reason beyond the reasonable control of either Party hereto, upon occurrence of a Force Majeure event including without limitation fire, earthquake, cyclone, tsunami, tornado, war, **expropriation**, radiation or destruction of the building or area in which the Premises are situated, the LESSEE is no longer able to utilize the Premises for the purposes of its business, this Lease Agreement may be terminated by either Party upon giving seven days notice to the other Party, whereupon this Agreement shall be terminated, provided that the LESSOR shall remain liable to refund to the LESSEE any rent paid in advance by the LESSEE for the term extending beyond the month in which this Agreement is terminated for reasons of force majeure event shall not foresight by the LESSEE in respect of the LESSEE's equipment and by the LESSOR in respect of the Premises or the building or area in which the Premises are situated.
 - k. The LESSOR hereby covenants with the LESSEE that subject to the LESSEE performing its obligations hereunder, the LESSEE shall peacefully enjoy use of the Premises without any hindrance or interference from the LESSOR or any person claiming through, under or in trust of the LESSOR.
 - l. The LESSOR knowingly and voluntarily covenant that he will not sue the LESSEE, whether during or after termination or expiry of the Agreement, on account of any loss, property damage, personal injury, emotions, reputation including, but not limited to any matter, cause, or thing that may arise out of, result from, or be related to any of the circumstances which may beyond the control of either Party or have no concern with the LESSEE. Further it is hereby agreed by LESSOR that all or any claim, demand arising out of or any way related to this Agreement, except the annual rent, are hereby released, waived and set at rest.
- 7) The LESSOR and the LESSEE further agree as follows:
- a. This Agreement shall stand terminated at the sole option of the LESSEE upon the refusal/or revocation by the Authorities to carry on the Hostel / sub-office. Upon such termination of the Agreement the LESSOR shall within 30 (thirty) days of the receipt of notice refund to LESSEE any unutilized amount of rent paid by the LESSEE to the LESSOR and the LESSEE shall vacate the Premises. No rent shall accrue for the period until which the LESSEE shall stay in the premises due to non-refund of the advance rent and deposit if any.
 - b. If during the term of this Agreement, the Premises are destroyed, or totally damaged, or are rendered wholly untenable by fire, earthquake, civil commotion, riots, political disturbances, or similar events and if the LESSOR shall decide not to rebuild the same, or if the building shall be so damaged as to be rendered beyond repair / unusable, then the LESSEE at its sole discretion shall have the right to terminate the Lease forthwith. Upon such termination, no further rent shall be due and advance rent and deposit money if any paid to the LESSOR by the LESSEE will be refunded within 30 days.

c. Any notice/ payment cheque required to be given under this Agreement shall be deemed to be properly addressed and sufficiently served under the general law of service to the other Party at the following addresses. However, in case of change in the postal address, intimation to this effect shall be given in writing and acknowledgement obtained for the same from the other Party.

_____.

(LESSOR)

d. If the premises shall compulsorily be acquired or requisitioned by or pursuant to any law or order of any government, municipal or local authority, then the LESSEE will be entitled at its sole option to terminate the Agreement at any time. On any such termination of the Agreement or any extended term thereof no further rent shall be due.

e. That in case any person, association, or a group, or society of owners, or properties in the building, wherein the Premises is located, present or future, creates or causes to be created, or attempts to create any hindrance in the occupation and operation of the Premises by the LESSEE after the effective date of this Agreement, the LESSOR shall be solely responsible, at its own risk, to make the necessary arrangements in a manner that allows the LESSEE to peacefully continue the occupation and operation of the Premises as defined in the Agreement. LESSOR will also bear the maintenance charges to the Resident Union (registered or unregistered) or other maintenance society (if any) on account of the Premises rented to the LESSEE.

- 8) All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to the Tender Evaluation Committee of the Lessee for amicable settlement /resolution of the dispute at first stage.
 - (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the LESSEE through_____.
 - (iii) In case of failure of amicable settlement of dispute as above, it may be referred to agreed arbitrator mutually agreed by both the parties for arbitration in accordance with the applicable laws for the time being in force.
- 9) This Agreement and its attached Annexure-A Part-A (mandatory requirements) constitute the exhaustive description of obligations of the Parties and form an integral part of this agreement and have to be read and construed as such.
- 10) This Agreement may not be assigned by either party other than by mutual agreement between the Parties in writing.
- 11) All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

- 12) Subject to the foregoing clause, this Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.
- 13) This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusives statement of the terms of their agreement with respect to their relationship and all related matters.
- 14) The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision, nor prevent that party thereafter from subsequently enforcing that provision of any other provision of this Agreement.
- 15) If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 16) The Lessee, shall not, because of expiration or termination of this Agreement, be liable to the Lessor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the income/profit of the Lessor.

IN WITNESS WHEREOF the Parties hereto have set their hands the day, month and year first above written.

Lessor (owner)

Name
NIC No.

Lessee
Frequency Allocation Board

Name
NIC No.

Witness # 1 _____
NIC No. _____

Witness # 2 _____
NIC No. _____


