

**ARUNACHAL PRADESH STATE ELECTRICITY REGULATORY COMMISSION
A.P. ELECTRICAL CIRCLE-I OFFICE COMPLEX, A-SECTOR
OPPOSITE INDUSTRIAL AREA, NAHARLAGUN – 791110**

ADVERTISEMENT

No. APSERC/E-7/2016-17/785

Dated 5th December'2016

Arunachal Pradesh State Electricity Regulatory Commission (APSERC) is looking for a suitable space in a RCC building for its Office at Itanagar on hire basis with the following requirements. Interested people having ownership of such space and fulfilling the following requirements may only submit their proposals quoting their lowest rates in Rs. Per Square Feet per month and other terms & conditions for consideration by the Commission and also clearly depicting the extent to which the other requirements put forth by the Commission in this advertisement are likely to be fulfilled. ***The quotations may be submitted to the Commission's Office by hand or by post in sealed envelope so as to reach the undersign latest by 1500 Hours of 13/12/2016. The envelope should be super scribed "Quotation for Office Space".*** Complete correspondence address and email id of the bidder and address of the building proposed for lease should be mentioned in the Bid along with the contact nos.

The Commission is not bound to accept the quotation with lowest quoted rate or even any of the quotations received by it without assigning any reason. The Commission shall finalize the matter purely on merit based on the suitability of the building and the space for its use for Office purpose fulfilling various parameters important in view of the Commission.

1. The building should be on T.T. Marg emanating from Bank Tinali point on National Highway at Itanagar and should be as close as possible to Bank Tinali. The space proposed to be given on hire should be facing the main road.
2. The building should have its own sufficient and properly managed space for vehicle parking. The Commission would be requiring at least three dedicated/reserved parking for its vehicles.
3. The space should be around 6000 sq. feet carpet area on the same floor without any partitions. Moreover the Commission would like to have a complete independent floor and would not like to share the leased floor with any other lessee.
4. It should be ready for occupation at the earliest possible but not later than Feb'2017 complete with necessary basic preliminary works and necessities like flooring with tiles, plastering of ceiling & walls from inside and outside, distempering, internal wiring & lighting, sanctioned power supply connection (about 40 KW, 3-phase), water supply connection with sufficient storage for 24 Hours running water, operational drainage & sewage system, fully ready to use staircase, clear access to the building and the parking space without any water logging problem during rainy day/season.
5. It should be having sufficient natural light and ventilation for fresh air or if not at least scope for creating the same. In the later case, the owner shall have to create the same by making necessary windows and openings for exhaust fans as per layout of the Commission before handing over the space.
6. The Commission shall be requiring about five nos. wash rooms on the leased space which the owner is to create the same with brick wall partitions at its cost complete with necessary fittings as per the layout to be provided by the Commission. Additional water points and sewer outlets for these wash rooms shall also be provided as per the final layout.
7. Other than the main entrance, provision of unrestricted emergency/fire exit should also be there in the building.
8. The owner shall provide a rent free space for installing DG set in the building by the lessee as its standby power supply.
9. The Lessor should be willing to agree to the Commission's other detailed requirements as enumerated in the enclosed Annexure-I to be included in the final agreement to be signed with the successful bidder.

10. In case of any dispute on the interpretation of the various clauses of this advertisement, the decision of the Commission shall be final and binding.

Sd/-

Secretary, APSERC

ANNEXURE-I

1. **Lease Rental** : During the Lease term the Lessee shall pay to the Lessor, such Lease rent which shall be inclusive of all sorts of taxes.
2. **Outgoing / Reimbursements** :The Lessee shall pay such charges / accruals / outgoings / utility charges as mentioned in the Schedule hereunder for the period of the Lease Term.
3. **Renewals** : The Lease period/term shall be initially for a period / term of years. The lease can be further renewed for further period as mutually agreed upon between the parties. The Lessor shall however give preference to the Lessee while renewing the lease of the premises.
4. **Permissions and consents to the Lessee** : The Lessor agrees, permits, grants and consents to the Lessee :
 - 4.1 To make alterations in the Leased Premises by installing false ceiling, wooden, metal and glass partitions for creating office cabins and work stations, fixing of ACs & ceiling fans, exhaust fans, any other similar works etc.
 - 4.2 To install additional fixtures to the existing electrical panel board, cabling and wiring, carry out new additional wiring and extension/modification to the existing wiring for electrical fittings, computers, telephones/ intercom, sound system, inverter; fix electrical and light fittings as per necessity etc. for and in the Leased premises.
 - 4.3 The Lessee is also permitted to furnish the Leased Premises in the manner it chooses.
 - 4.4 To use electric heaters and gas stove.
 - 4.5 To affix its signboard / glow sign outside the Leased Premises and at such other places as is permitted by local authorities and regulations.
 - 4.6 All such above mentioned installations and fittings put by the Lessee may be removed by the Lessee on expiry or early determination of the Lease without causing considerable damage to the Leased Premises.
 - 4.7 To put its own locks on the Leased Premises.
 - 4.8 **Other Facilities** : The Lessor has no objection to the Lessee installing telephone lines DTH TV dish antenna and other communication lines, means and devices in the Lease Premises.
5. The Lessor shall provide toughened clear glass in the front façade of the Leased Premises which will not only allow more natural light inside the leased premises but also give a attractive look to the building.
6. The Lessor shall provide a proper safety collapsible iron grill at all the possible entrance of the leased premises.
7. The Lessor shall ensure that there is proper and adequate running water supply with sufficient storage made available at the Leased Premises round the clock .
8. Maintenance and cleanliness of common areas like staircase leading to the leased premises, parking area, fire exit, approach to the entrance, main entrance of the building etc. shall be the responsibility of the Lessor.
9. The lessor shall provide to the lessee three phase electricity supply connection of 40 KW load (which may increase or decrease in future). Lessee shall pay the cost of electricity consumed on monthly basis based on actual nos. of units recorded by the pre-paid energy meter installed for the purpose. This energy meter shall be got installed, tested and sealed by the Deptt. Of Power.
10. The Lessor shall keep an arrangement of electrician and plumber for prompt attending of the power supply and other issues like water supply etc. as and when they arise.
11. In case power supply connection of the building is disconnected by the Deptt. of Power for any reasons for which the Lessee is not responsible or is not a party, then the cost of the power supply generated from the DG set of the lessee during such period of the disconnection shall be deducted from the monthly rent.
12. The Lessor shall provide required nos. of water points in the leased premises at the locations to be specified by the lessee with round the clock running water supply to them.

13. The Lessor shall construct necessary nos. of washrooms as per the design & plan of the Lessee as mentioned in the Schedule and also provide CC slab & stainless sink in the Pantry. The Lessor shall provide necessary drainage and sewage outlets to the washrooms as mentioned in the Schedule.
14. The Lessor shall complete the works as mentioned in the Schedule (under the heading "Other Terms & Conditions" at Sl. No. 5) satisfactorily as early as possible, preferably within two months, to hand over the possession of the the leased premises to the Lessee at the earliest. In this regard the Lessor shall assess the time required by him to complete the required works and intimate the same to enable the lessee to plan his activities in respect of the leased premises accordingly.
15. The Lessor shall provide a separate/dedicated entrance to the leased premises for the lessee.
16. The Lessor shall provide rent free reserved parking place for three nos. vehicles of APSERC near the entrance of the leased premises in the building.
17. The Lessor shall provide a rent free suitable secured place in the building for installation of a small DG Set for use as standby electricity supply by the Lessee.

18. Covenants of the Lessor

- 18.1 The Lessee shall be permitted the use of the leased Premises without any interruption by the Lessor or any person claiming any right, through, under or in trust for the Lessor and the Lease shall survive against the heirs, successors and legal representative of the Lessor.
- 18.2 The encumbrance created shall be subject to the rights of the LESSEE under this Deed and that such rights are not to be affected or prejudiced in any manner, whatsoever.
- 18.3 The Lessor shall keep the Lease Premises free from all or any encumbrance during the subsistence of the Lease or any extension thereof. The Lessor in the event of selling the premises to third party shall make the said third party agreeable to the terms and conditions of this agreement failing which the lessor shall indemnify to lessee to the extent of the financial loss, damage, claim incurred in relation to the violation of the condition thereto.
- 18.4 The Lessor represents that grant of this lease is in no way in breach of any terms and conditions affecting the occupation of the Lease Premises by it.
- 18.5 All structural and other repairs in the Leased Premises required during the term of the lease shall be carried out by the Lessor at its own cost. If the Lessor fails to carry out the necessary repairs within 30 days from date of a notice by the lessee requiring it to do the same, the Lessee may carry out the repairs and deduct the cost from the monthly Lease Rent payable to the Lessor. The Lessor shall also carry out preventive maintenance like distemping, painting etc. of the leased premises at least every three years.

19. Representations of Lessor :

The Lessor hereby represents, warrants, assures and undertakes as under :

- 19.1 That there is no material defect in the Leased Premises, with reference to its intended use or in its title or which the Lessor is, but the Lessee is not aware of, that the Lessor has not entered into any Agreement for Sale, Lease/Tenancy, Leave and License in respect of the Premises or any part thereof, and neither mortgaged, charged, hypothecated, pledged or encumbered the Premises or any part thereof any interest therein, in any manner except in the favour of the banks (If so mortgaged to any of them) as cited above and set out herein:
- 19.2 That, there is no winding up petition pending against the Lessor/Original Owner and other litigation pending in respect of the Leased Premises nor is the Leased Premises attached by the Order of any court.
- 19.3 That the Lessor shall pay yearly govt. Land tax and other taxes as may be required for the Lease Premises.

20. Termination of this Lease:

- 20.1 By efflux of the time the Lease shall be terminated on the date as mentioned in the Schedule.
- 20.2 The Lessor shall not be entitled to terminate the Lease during the term of agreement except on account of breach of agreed terms of this agreement.
- 20.3 The Lessee shall be entitled to terminate the Lease before expiry of the agreed term with three months prior notice in writing **in the unlikely case** of the Govt. of Arunachal Pradesh insisting the Commission to shift to a suitable Govt. accommodation allotted by it.
- 20.4 Notwithstanding anything contained anywhere in this agreement, in the event of any party (Lessee or Lessor) committing any breach (defaulting party) of the terms and conditions herein

contained, the other party shall give 30 days notice thereof in writing to the defaulting party, calling upon the defaulting party to rectify such breach and if it fails to do so within the notice period, the other party shall be entitled to terminate this agreement.

20.5 The lessor shall grant the Lessee a non-chargeable rent free grace period of 15 days from the date of termination / expiry of this Agreement for removal of his furniture, fittings, and belongings that have been brought in or owned by him.

21. Force Majeure :

If during the term of Lease, as a result of national emergency, riots, general strikes, war, fire, tempest, flood, earthquake or other causes the Lessee is unable to have access to the use of the Leased Premises or is unable to have access thereto on account of force majeure cause/s resulting in loss or destruction of the said Leased Premises, the obligations of the Lessee to pay the rent/compensation to the Lessor under this Agreement shall be suspended. If such an event as contemplated in this clause persists for more than 30 days, this agreement shall at the option of the Lessee stand terminated at the expiry of such 30 days and in which case all consequences of termination shall follow.

22. Miscellaneous

22.1 All notices required to be served shall be given in writing by prepaid registered post or hand delivery or by e-mail and shall be forwarded at the respective address of the parties given hereinabove.

22.2 In case of any disputes between the parties, the Courts in the Capital Complex/Yupia only will have jurisdiction for trial and disposal of the cases.

SCHEDULE

Date of signing deed :	Place : Itanagar
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LESSOR

Name	
Residing at / having address at	

LEASED PREMISES AT

..... Floor of Private Building located at
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OTHER TERMS & CONDITIONS

1. Rent escalation : % per month of the last rent paid after three years.
2. Taxes & Duties : The Lessor shall be liable to pay all the taxes, duties, levies and cess leviable by any Government or Semi-Government or local or municipal authority accrued during the tenure of the lease.
3. Signage : The lessor shall provide lessee the space for signage/Glow Sign Board free of any charge at the following location (a) on the full length of front façade of the premises (b) Any such other place in the Building showing the way to the visitors to the APSERC Office in the Leased Premises.
4. Stamp Duty & Registration expense : For Registration of the Lease Agreement, the cost of stamp duty & Registration if any shall be borne by the lessor.
5. Possession of Premises : The Lessee shall be liable to pay the rent of the Leased Premises from the day its possession is formally taken over physically from the Lessor, after joint inspection of the Lessee and the Lessor or their authorised representatives, on satisfactory completion of the following jobs/works by the Lessor or any other additional jobs not included herein but as mutually agreed by both the parties , viz; a) Completion of all civil, electrical and other works, as agreed by both the parties, inside and outside the leased premises including final distempering and flooring of the leased premises with tiles of color/texture and size preferred by the lessee including . b) Providing 3-Phase, 440 volts, 40 KW regular power supply connection through a separate panel board fully equipped with all necessary indication, distribution & protection switch

gear, and energy metering equipment, separate copper earthing (as per IS specification) etc. for the leased premises.

- c) Fully functional dedicated staircase, clear access to the identified main entrance & staircase for the leased premises , hindrance free reserved parking area for three vehicles.
- d) Six water supply points & outlets of appropriate size/capacity at the desired locations specified by the Lessee inside the Leased Premises with round the clock running water.
- e) Five nos. of fully furnished functional washrooms (with anti-slip tiles on floor and normal tiles on the walls) at the locations identified by the Lessee. The sanitary fittings in the wash rooms shall be in accordance to the choice of the lessee.
- f) Fully operational drainage and sewage outlet points in the above mentioned washrooms.
- g) The nos. and the size of windows as specified by the Lessee at locations identified by the Lessee.
- h) Nos. of openings, as specified by the Lessee, in the walls (for fixing of exhaust fans) at the locations identified by the Lessee.
- i) Fixing of toughened clear glass in the front façade of the Leased Premises.
- j) Fixing of hooks/clamps for fitting of ceiling fans at the identified locations.

PERIOD OF LEASE

Period Years(to be mutually agreed)
Commencing on	The date of taking over of the possession of Leased Premises as described at Sl. No. 5 above under the heading "Other Terms & Conditions" of the Schedule

LEASE RENT

Lease Rent	Rs.....(Rupees.....) per square feet per month inclusive of all applicable taxes. The chargeable area shall be the actual carpet area measured jointly by the Lessor & the Lessee at the time of taking over the possession of the Leased Premises by the Lessee and shall be mentioned in the Handing/Taking over note.
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