



# **Gujarat University**

## **Part I: Technical Bid**

Tender No: GU/ESTATE/CONV/2017-18/01

**Tender Document  
For**

**Leasing of the convention facility infrastructure  
Of  
Gujarat University**

**LETTER FROM BIDDER**

To,

The Registrar,  
Gujarat University,  
Ahmedabad – 380009

Dt: \_\_\_\_\_

Subject : Leasing of the convention facility infrastructure

Dear Sir,

With reference to the tender invited by you for the above, we are pleased to offer our best rates mentioned in the Schedule.

We have inspected the site of work, studied the actual site condition, read the Conditions of Contract, and we agree to all the terms and conditions.

We enclose herewith Tender fees of Rs. 1,00,000/- (Rs. One lakh only) and Bid Security of Rs. 2,00,00,000/- (Rs. Two Crores only) by Demand Draft No: \_\_\_\_\_ towards Tender fees and \_\_\_\_\_ towards Bid Security drawn on \_\_\_\_\_, in favors of "The Registrar, Gujarat University" payable at Ahmedabad.

We hereby agree that the tender fees in non-refundable. We hereby agree that the Bid Security is an interest-free deposit that shall be retained by Gujarat University till the entire tendering process is completed by Gujarat University.

We hereby agree that the Bid Security shall be seized by the Gujarat University if we fail to complete the leasing formalities within 30 days of award of the lease or violate any terms and conditions specified in the tender document.

We also agree that, in case of award of the lease to us, Gujarat University shall retain the Bid Security amount without interest till we furnish a bank guarantee from a nationalized Bank of the same amount which shall be valid for the entire period of lease.

We hereby also agree that you reserve the right to accept or reject any or all tender without assigning any reasons.

Your truly,

Sing & Stamp of the Bidder

## **GUJARAT UNIVERSITY**

### **Tender Notice**

#### **PROJECT: Leasing of the convention facility infrastructure**

The Registrar, Gujarat University invites bids with two bid system for leasing of the convention facility infrastructure -detailed in the table below from the bidders having experience for similar type of works and meeting the qualifying criteria specified.

Sr. No.	Name of Work	Minimum expected lease amount	Bid Security (Rs.)	Tender Fee (Rs.)	Period of lease
1	2	3	4	5	6
1	Leasing of the convention facility infrastructure	11,50,00,000/-	2,00,00,000/-	1,00,000/- (Non-refundable)	60 months

	Milestone Dates for Tendering	
1.	Tender Downloading Date	From 3 <sup>rd</sup> MAY 2017 to 15th MAY 2017
2.	Tender Online submission	On or Before 06:00 PM, 16th MAY 2017
3.	Submission of tender (Technical bid part-1 including pre-qualification form and its documents) in physical form at room no. 38, Gujarat University, Ahmedabad.	On or Before 2:00 PM, 16th MAY 2017
4.	Last day of submitting bidder's query	On or Before 4:00 PM, 5th MAY 2017
5.	Pre-Bid Meeting	On 12:00 PM , 8th MAY 2017
6.	Opening of Technical Bid	On 3:00 PM , 16 <sup>th</sup> MAY 2017
7.	Opening of Financial Bid	Will be intimated to the bidders online
8.	Bid Validity	180 Days from last date of submission of the bid

1. **Part-1 technical bid** shall be submitted physically in person at the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009. Part-2 financial bid/Price bid shall be submitted online only.
2. **Part-1 Technical bid shall not be accepted by any other means such as RPAD/speed-post/courier.**
3. The e-tender can be downloaded from the website [www.nprocure.com](http://www.nprocure.com) & <http://www.gujaratuniversity.ac.in>



4. Technical Bid must be accompanied by security amount specified for the work as Bid security in the table in form of a Demand Draft drawn in favor of The Registrar, Gujarat University. Bid security must remain valid for 30 days beyond the validity of the bid. No exemption shall be allowed in the bid security submission.
5. The bidding process shall be two-bid system where technical and financial bids shall be submitted separately by the bidder. The bidding documents shall be submitted by the bidder on-line and physically as prescribed hereunder.
6. Technical bid shall be submitted on-line as well as in physical form. The bidder shall submit two sets (hard-copies) of the entire technical bid document i.e. original and duplicate, with each page number in unbroken sequence and self-attested in a sealed envelope to the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009 before the last date and time specified. In extra-ordinary circumstances, if the receiving office is closed on the given date and time, the same shall be received on the next working day of the receiving office.
7. Where-ever required, information must be submitted by the bidder in the prescribed format available with the tender document.
8. Bidder is recommended to go through the checklist provided herewith prior to the submission of the bid to ensure that the bid submitted is complete in all respect. Incomplete bids shall not be accepted.  
The envelope containing physical bid shall be clearly marked **“Bid for Leasing of the convention facility infrastructure”** and must have bidder’s address of communication, e-mail and mobile contact number that may be used for communication if necessary.
9. The financial bid shall be submitted ON-LINE ONLY.
10. To provide appropriate information to enable bidders to come out with their best offer, a pre-bid meeting with all interested agencies shall be held as prescribed in Tender Notice.
11. Agencies desirous of seeking any clarification or any additional information must submit their queries in written format duly signed by the bidder along with the name and address as prescribed in Tender Notice. Entertaining any query that is not submitted in written format as prescribed above shall be to the discretion of Gujarat University. Gujarat University reserves rights to reject responding to any/all queries.
12. If found necessary, Gujarat University may provide additional clarifications to the bidders in form of a corrigendum, hence **bidders are advised to check nprocure web-site on regular bases to stay updated. Staying informed is the duty of the bidder and Gujarat University shall not entertain any claims based on not being informed of the clarification provided by Gujarat University during the pre-bid meeting or anytime thereafter.** Any/ all clarifications provided in the pre-bid meeting shall be binding to all the bidders regardless of their presence or absence in the pre-bid meeting.
13. Gujarat University shall open the technical bid as prescribed in Tender Notice. Interested bidders may remain present during the time of bid opening. After opening of the technical bids, the same shall be evaluated by competent authority of Gujarat University and suitable bidders shall be qualified for the next stage of the bidding based on their competence. This

is a merit driven process whereby each bid shall be evaluated on technical criteria to identify capable bidders suitable for a high quality state of art public facility. Gujarat University reserves the right to choose competent bidders based on its evaluation of the technical bids to move forward to the next stage of the bidding process. No communication regarding the process of evaluation shall be entertained. Decision of Gujarat University shall be final and binding to all bidders.

14. Bidders qualified by Gujarat University shall be eligible for the opening of the financial bid submitted on-line. Opening of the financial bid shall be on-line only. Same may be viewed by qualified bidders if they desire.
15. Financial bid shall be evaluated in terms of **HIGHEST** over-all offer and the agency qualifying on this merit shall be treated as H1 bidder. Qualifying as H1 bidder does not grant any right to the bidder. Gujarat University reserves the right to accept/reject any/all bidders including the H1 bidder.
16. Considering the public nature of the project being taken up by academic institute; if need be, in the greater interest of the project, Gujarat University reserves the right to negotiate with H1 or any other bidder. No objection shall be entertained in case of any negotiation is taken into consideration for appointment of right agency at the right lease value.
17. At any stage of the bidding, Gujarat University reserves the right to seek clarification from any bidder to verify authenticity of the information provided by the bidder. If the information submitted is found to be false or misleading, Gujarat University reserves the right to seize the Bid Security amount submitted by the said bidder without offering any clarification/s for the same.
18. If it is observed that any bidder has provided false information with malafide intention of derailing and thus delaying the process, Gujarat University reserves the right to recover additional damages from the bidder and initiate the process of blacklisting the miscreant.
19. Other details can be seen in the bidding documents.
20. Conditional tender shall not be accepted. The Vice Chancellor reserves the right to reject any or all of the tenders without assigning any reason thereof.

The Registrar

Gujarat University, Ahmedabad

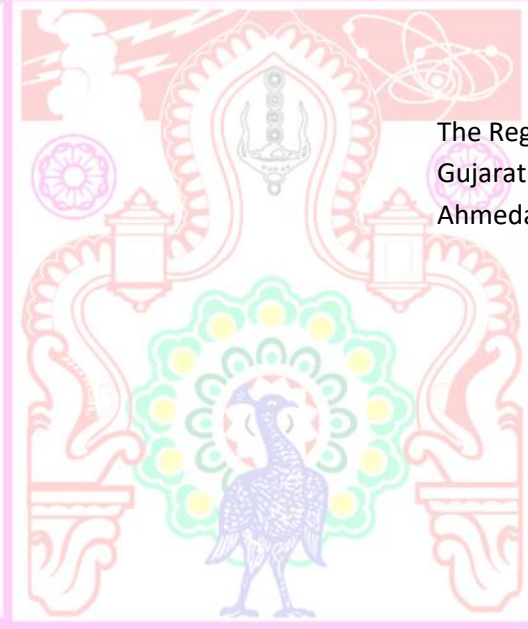
### **INFORMATION TO TENDERERS**

1. Incomplete or conditional tenders shall be rejected.
2. The Hon. Vice Chancellor reserves right to accept/reject any/all bids without assigning any reasons thereof.
3. Bidder shall follow best practices for health and safety during the entire course of lease, cost of which shall be borne exclusively by the bidder.
4. Bidder shall ensure that all aspects of the activities taken up as part of fulfilling and enjoying the lease are covered with necessary insurance cover, cost of which shall be borne exclusively by the bidder.
5. Bidder shall ensure that he is registered with all concerned statutory authorities connected with any aspect of the activities to be undertaken by him in connection with the lease contract or utilization of the premises.

Signature of bidder:

Date:

The Registrar  
Gujarat University,  
Ahmedabad





**Leasing of the convention facility infrastructure  
GUJARAT UNIVERSITY, AHMEDABAD**

**DISCLAIMER**

1. The information contained in this bid document or subsequently provided to the bidders whether verbally or in documentary form by or on behalf of the Gujarat University or any of their employees/ advisers/ consulting engineers is provided to the bidder (s) on the terms and conditions set out in this bid document.
2. The bid document and subsequent submissions of the bidders are not an agreement. These will subsequently form a part of agreement between the Successful Bidder and the Gujarat University after modifications/ additions/ alterations as decided upon by VC Gujarat University.
3. This document does not purport to contain all the information the bidder may find necessary. The bidder is required to check the accuracy, reliability and completeness of the information in this bidding document through his own office. GU, its employees/ advisers/ consulting engineers do not incur any liability under any law, rules or regulation as to the accuracy, reliability and completeness of the information in this bidding document.

The Registrar  
Gujarat University,  
Ahmedabad

## **EVALUATION CRITERIA FOR QUALIFICATION**

### **Basic Eligibility Criteria:-**

1. Only single bidder permitted for bidding.
2. No Joint venture/Consortium permitted for bidding.
3. Average annual financial turnover of the bidding firm should not be less than **Rs 25 crores** of last three years (i.e. 2016-17, 2015-16 and 2015-14).
4. The year of establishment of the bidder shall be not after 1st April 2007.

### **Financial Criteria:**

1. Average annual financial turnover of the bidding firm should not be less than **Rs 25 crores** of last three years (i.e. 2016-17, 2015-16 and 2015-14).
2. Attested copy of balance sheet with profit & loss account of last 5 financial years duly audited by chartered accountant.
3. Turn-over, net worth, profit before tax and solvency certificate to be provided with the technical deed shall be signed and attested by competent authorities and counter-signed by the bidder on each page.

The Registrar  
Gujarat University,  
Ahmedabad



### **INSTRUCTIONS TO THE BIDDER**

1. Agency desirous of participating in the bidding process must have matching financial strength, experience and suitable manpower to take up the management of the property in a 60 (SIXTY) month lease format.
2. The bidder must not be engaged in any legal dispute with any government body. In case of such a litigation is on-going, bidder shall provide full facts of the matter to Gujarat University and same shall be reviewed by Gujarat University before allowing the bidder to participate in the bidding process.
3. If any concealment of any facts is discovered, Gujarat University holds the rights to seize the bid security of the bidder and initiate process of recovery of any losses that may have occurred due to the same.
4. The terms on which the property is made available to the leaser shall be only those that are mentioned in the lease deed. Copy of lease deed is provided with the tender. No changes in the lease deed conditions shall be entertained.
5. The identification of agency shall be based on combined evaluation of the technical merits of the agency and evaluation of lease price offer.
6. Gujarat University reserves the absolute right to reject any/all bid/s without providing any explanation to the bidder. In case of the tender being withdrawn by Gujarat University using its discretion, tender fees shall be returned to the bidders.
7. It has been noticed that agencies with malafide intentions are often found to be scuttling the tendering process. To safeguard the interests of Gujarat University, ALL bidders participating in this process shall give a separate undertaking in prescribed format that they shall abide by any decision of Gujarat University in this matter.
8. Bids of only those bidders accepting the above term in prescribed format provided with the tender documents shall be considered for evaluation.
9. Bidders are expected to visit the premises available for lease at their own cost. The visiting hours for such an inspection shall be from 10:00 AM to 16:00 PM of 04<sup>th</sup> May 2017 to 14<sup>th</sup> May 2017 only after prior intimation and confirmation for the same from the office of estate engineer, Gujarat University.
10. The premise is being made available for leasing on as-is bases only and as per the terms and conditions of the lease deed provided with the tender.
11. Bidder shall be solely responsible to get all necessary information regarding the property being leased and all aspects connected to the process of leasing at his own cost and effort. Gujarat University shall not be responsible for correctness/incorrectness or incompleteness of the information available made through this tender or being made available through its good office to assist the bidder in good faith.

### **Bidding Process:**

1. The bidding process shall be that of e-tendering with Two copies of physical bid submitted to Gujarat University.
2. The bidder shall submit a **Bid Security of Rs. 2,00,00,000/-** (Rupees Two Crore only) in form a demand draft of a nationalized bank in favour of Gujarat University with the physical submission of technical bid.
3. A bid without the above mentioned bid security demand draft shall be rejected.
4. Physical bid must be hand-delivered and a receipt of delivery must be collected by the bidder from the office of Registrar, Gujarat University. The bidder must get the receipt marked with time and date of delivery and retain the receipt.
5. A bidder failing to produce such a receipt (if and when demanded) shall be disqualified.
6. Late bids shall be disqualified.
7. No withdrawal or change in the bid shall be allowed at any point. An agency withdrawing from the bidding process after submission of the bid shall be disqualified for ten years from participating in any Gujarat University tender and its bid security shall be seized by Gujarat University.

### **Financial bidding methodology:**

1. As per the technical evaluation of the property offered for lease in terms of its infrastructure and facilities and based on the previously awarded lease value, the minimum bid amount per year that shall be entertained by Gujarat University is Rs. 11,50,00,000/- (Rupees Eleven Crores Fifty Lakhs only).
2. A bid of any value less than the minimum bid amount shall be rejected and bid security of the bidder shall be seized by Gujarat University.
3. The bidder shall submit his offer in form of a fixed amount over and above the minimum bid amount of Rupees Eleven Crores Fifty Lakhs only per year. (Eg. A financial bid of Rupees One Crore, Thirty Lakhs, Twenty Thousand shall mean that the bidder is making an offer of Rupees Twelve Crore, Thirty Lakhs, Twenty Thousand only)

### **Tender evaluation criteria:**

1. Award of the tender shall be an exclusive prerogative of the tender committee appointed for processing the tender by the Hon. VC, subject to final confirmation of Hon. VC.
2. No explanation shall be provided nor shall any legal scrutiny be allowed regarding the final award or the process of identification of most suited bidder.
3. Bid opening shall be in two stages. Technical bid shall be opened first and evaluated using criteria decided by the committee.
4. Only those found to be matching to the expectations of the committee, shall be taken to the next stage of bidding.

5. After identifying technically pre-qualified agencies, the committee shall invite each such agency to make a presentation in front of the committee.
6. Each agency is expected to present their turnover, experience of doing similar works, existing skill-set, abilities, manpower, work methodology and vision to the committee.
7. Based on this presentation, the committee is shall award marks out of 100 to each bidder for the technical component of the bid.
8. Only those bidders approved by the committee shall be considered for further review.
9. After evaluating each agency through the process of presentation, a final list of qualified bidders shall be prepared and presented to Hon. VC. The list shall be made based on the marks received for presentation and the bidders will be listed from highest to lowest marks as Q1, Q2, Q3 and so on.
10. Subject to permission of Hon. VC, financial bids of those appearing in the above list shall be opened.
11. On opening of financial bids, bidders with highest offer to lowest offer shall be listed as H1, H2, H3 and so on.
12. After evaluating the technical bids and financial bids, Gujarat University would arrive at technically most qualified bidder in form on Q1 and highest realizable value of the lease in form of H1.
13. As the intent behind this bidding process is to have the qualitatively best agency to run this property that is unique in Ahmedabad, while realizing its best lease value in the interest of Gujarat University, if H1 and Q1 is the same agency, the bidder shall be proposed to VC for granting the lease.
14. If the Q1 and H1 are different agencies, the Q1 agency shall be offered H1 price for consideration. If Q1 accepts the offer, the bidder shall be proposed to VC for granting the lease.
15. If Q1 refuses H1 offer, the same shall be offered to Q2, Q3 and so on till the H1 offer is accepted. This process shall be used to ensure that the lease is granted to the best possible agency at highest possible bid.
16. Hon. VC shall retain the right to negotiate with any/all bidders for benefit of Gujarat University.
17. Hon. VC retains the rights to reject any/all bids at any stage of the bidding.
18. The bid evaluation shall be based on marking system as follows:
19. Marks as per attached sheets weightage 100 % to be obtained as:

a. Marks for objective criteria	70 %
b. Marks for subjective criteria	30 %

**Objective criteria:**



1.	Turn over	25 crores to 50 crores 50 crores to 100 crores more than 100 crores	10 marks 20 marks 25 marks
3.	O&M of similar property in PPP mode with any government undertaking	20 crores to 25 crores More than 26 crores	10 marks 15 marks
4.	Experience of having successfully completed a SINGLE work of not less than 10 crores in value from government or semi government department or PSU.	10 crores to 15 crores 15 crores or 25 crores More than 40 crores	5 marks 10 marks 20 marks
5.	Net worth	50 crores 100 crores or more	10 marks 20 marks
6.	Profit before tax	10 crores to 15 crores 16 crores to 25 crores More than 30 crores	05 marks 10 marks 20 marks
7.	Bank solvency certificate	20 crores to 30 crores 31 crores to 50 crores	5 marks 10 marks

**Subjective criteria:**

1. Overall Methodology / Operations and Maintenance plan of the venue
2. Existing skill set and abilities
3. Presentation of necessary and proposed technical team/Manpower details
4. Detailed Vision for the upliftment of the venue.
5. Sales and Marketing Plan, improvement & upgradation of existing infrastructure

**B. Litigation history**

The applicant should provide accurate information on litigation and / or arbitration resulting from Contracts completed or under execution by him over the last three years. A consistent history of arbitration awards / judgments against the applicant or any partner of joint ventures may result in disqualification for proposed work. If the details of Litigation History is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have made misleading or false representation in the 16 form , statement and attachments submitted and / or record of poor performance such as abandoning the work, not properly completing the work, not properly completing the contract, delays in completion, litigation history, financial failure etc.

### **C. Bidding in E-tendering**

- i. In addition to physical submission of technical bid, submission of bid must be through e-tendering i.e. Electronic form
- ii. Bidders shall have to submit the bid in E-Tendering form only.
- iii. Bids of those bidders who have submitted all information, statistical details as required in the bid document through E-Tendering will only be considered. If the Employer desires any clarification, for verification / clarification, ambiguity or difference found in the documents / statistical details submitted online (by E-Tendering) by the bidder, the same shall be furnished within stipulated time, otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence.

### **D. E-Submission of documents**

- i. Following documents/papers shall form part of the bid.
  - Attested copy of proprietorship or partnership deed.
  - Attested copy of power of attorney, if any for signing the bid documents.
  - Company registration details
  - Company introductory profile
  - Proof of appropriate registration class.
  - Annual turnover certificate issued by chartered account and for last three financial years.
  - Litigation / Arbitration history
  - Proof of assured availability of required Machinery/equipment
  - An undertaking for truth-fullness of information furnished.
  - Copy of registration of service tax and pan card.
- ii. Any information data, statistics etc. which are not related to bid document will not be considered in evaluation even though furnished by the applicant.
- iii. Gujarat University reserves the right to call any information / document which is mandatory, essential and critical for the purpose of evaluation. Any information provided by the applicant after last date of submission will not be considered in evaluation, unless except university has specifically asked for any information/ document which is mandatory, essential and critical for evaluation of PQ document. If required information is not furnished within stipulated time, proposal will be liable for rejection.
- iv. If any of the information provided by the bidder is found false during scrutiny or at the later stage, his Bid Security shall be forfeited and he shall be disqualified for the proposed tender. If any of the information provided by the bidder is found false after award of tender, the Bank Guarantee of the bidder shall be forfeited and the lease shall be terminated.

**The Register**

**Gujarat University**

**Ahmedabad**

### **GENERAL INFORMATION FOR THE BIDDER**

1. Incomplete and conditional bids shall not be considered.
2. GUJARAT UNIVERSITY, Ahmedabad reserves the right to split up the lease covered in the scope of this lease amongst more than one lessee.
3. Intending bidders shall submit tenders after studying all tender documents carefully and after visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature etc. Submission of tenders implies that bidders have obtained all necessary information and other data required for executing the work. No changes in the bid because of any misunderstanding or otherwise shall be allowed.
4. The lease deed attached herewith shall be part of the agreement in essence. Gujarat University reserves the rights to alter the lease deed to make it more aligned with the over-all intention of the bidding process.
5. After opening of Technical bid, no price revision shall be accepted from any bidders on any grounds.
6. Date of opening of price bid will be intimated later on to those bidders who are qualified in technical bid. Price bid of only qualifying bidders based on evaluation of technical bid shall only be opened. Price bid of bidders who are not technically qualified by Gujarat University shall not be opened.
7. The decision of GUJARAT UNIVERSITY in the matter shall be final and no/any claim will be entertained in this regard.
8. Tenders, who do not fulfill all or any of the conditions of the tender or incomplete in any respect, are liable to rejection.
9. GUJARAT UNIVERSITY, Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.
10. As per university's rules, successful bidder shall have to enter in to a lease agreement with the Gujarat University, Ahmedabad, in the prescribed form on receipt of award.
11. Each bidder shall also submit a Declaration to the effect that bidder is a professional firm or an association of firm which has successfully carried out large works of this nature & has adequate organization & experienced personnel to handle this type & magnitude of work. Information should be also given regarding the constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of registration, the place of business, the names of the directors & other relevant information.
12. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the bidder with his usual signature with seal of the company.
13. An attested copy of the constitution of the firm with the name of all partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the bidder authorizing the signatory.



Witnesses & sureties shall be persons of status & probity, their names, occupation & address shall be stated below their signatures. All signatures shall be dated.

14. Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
15. The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the bidder before due date of submission, the bidder will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the GUJARAT UNIVERSITY due to any reason, the bidder may submit the revised offer before due date of submission, if he wish to submit.
16. The Bid Security will be returned within two weeks to the unsuccessful bidder after completion of tender process. (i.e tender awarded to the successful bidder.



Registrar  
GUJARAT UNIVERSITY

**DECLARATION FORM**

(To be submitted duly notarized on Rs 100/-Stamp paper)

I/We hereby declare that I/We have carefully studied the entire tender and condition of the lease & other relevant documents of the tender and abide by the same. Also I/We hereby and agree to execute the same accordingly.

I/We hereby declare that I/we have visited the work site and fully acquainted myself/ourselves with the property being made available under the lease before submitting this tender.

I/We hereby confirm that our offer is Un-conditional and without any technical & commercial deviations.

Signature of bidder  
Names

Seal,  
Detail address



### Lease Deed Draft

(Instruction to the bidder: The said lease deed draft must be duly signed on each page as a firm admission of acceptance of all the terms and conditions therein by the authorised signatory of the bidder. A bid without duly signed copy of the lease deed shall be rejected.)

#### LEASE DEED

This indenture of lease made at Ahmedabad this \_\_\_ day of \_\_, \_\_ BETWEEN :

Gujarat University, having its office at Navrangpura, Ahmedabad-380009, though its authorized signatory Shree \_\_\_\_\_, Registrar, "LESSOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed and mean to include the said LESSOR and its executors, administrators, officer bearer successors and assigns) of the First Part.

AND

M/s \_\_\_\_\_ "LESSEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed and mean to include its partners, successors and assigns) of the Second Part.

The LESSOR and the LESSEE are collectively referred to as the "Parties" and individually as a "Party"

1. WHEREAS the LESSOR herein is seized and possessed of or otherwise well and sufficiently entitled to all that land admeasuring 319675 square meters bearing Final Plot No.22 of Town Planning Scheme No.31 situated lying and being at Village. Vastarpur Taluka City within the Registration Sub-District Ahmedabad-3 (Memnagar) and District Ahmedabad together with the entire buildings *inter alia* the Exhibition Hall & Convention Centre together with the entire parking space capable of accommodating more than 400 cars as well as 150 two wheelers located standing thereon (hereinafter be referred to as the "Said Property") and as more particularly described in Schedule hereto.
2. AND WHEREAS the LESSOR has represented to the LESSEE that there is no impediment on it under any law to offer the Said Property on lease to the LESSEE and that Said Property is not subject to any attachment, acquisition or requisition and that the Said Property is legally permissible and fit for use as an event management as well as venue for exhibition / seminars / events / functions / programs.
3. AND WHEREAS based on the aforesaid representation given by the LESSOR, the LESSEE is desirous of taking the Said Property on Lease from the LESSOR for the purpose of further offering premises on rent and services be decorators and event managers, which the LESSOR



has agreed to give in the manner and on the terms, conditions, covenants and stipulated as stated hereinafter.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

**1. Lease**

a. That in consideration of the yearly rent hereby reserved and of the terms, conditions, covenants and stipulations contained herein, the LESSOR has given unto the LESSEE, the Said Property, to hold the same for the term of 60 (sixty) month (including fit-out period) commencing from \_\_\_\_\_ (hereinafter referred to as the "Lease Commencement Date") and ending on \_\_\_\_\_. The said period of 60 (Sixty) months from the Lease Commencement Date till \_\_\_\_\_ shall be hereinafter referred to as the "Lease Period".

b. The LESSOR confirms having handed over the actual, physical, vacant and peaceful possession of the Said Property to the LESSEE and the LESSEE confirms having received the same, along with specifications mentioned hereunder, complete in all respects and in a good and proper condition simultaneously upon execution of the Lease Deed. The Parties have agreed that the LESSEE had been handed over the possession of the Said Property for fit outs for a period commencing from the date of execution hereof till the Commencement Date (hereinafter referred to as the 'Fit-out Period')

c. The LESSEE shall have the exclusive right to the possession of the Said Property during the Lease Period without any interruption or interference from the LESSOR and it is hereby clearly agreed by and between the Parties hereto that the LESSEE shall be entitled to utilize the Said Property at its own discretion without requiring any approval/consent from the LESSOR for utilizing the Said Property for any lawful purpose which may include but not restrict to (i) carrying out decoration and event management assignments, (ii) decoration of the Said Property for the events by the LESSEE which shall include decoration of and by flowers, cardboards, marquees, cloth, pavers, wood, steel, lighting, flooring, stages, fiber, plastic, assembled detachable fittings, partitions of the cabin and otherwise, make false ceilings as required and such other decoration as and in such manner required by the LESSEE's clients (iii) audio and visual services, (iv) parking (v) security services, (iv) displaying advertise hoardings, (vii) enter into contracts/licenses/consents/agreement with its clients for providing the Said Property for event, if required. The LESSEE can carry out such assignment by itself or by hiring services of other agencies. The LESSEE shall be entitled to

charge rent and service charges for use of the Said Property as well as for the decoration and event management services from the parties utilizing the Said Property. The Parties have agreed that the representative of the LESSOR shall have the right to visit and inspect the Said Property after giving reasonable prior notice to the LESSEE and/or its authorized representatives/partners. The LESSOR expressly represents that in any case it shall not hereinafter enter into any agreement, arrangement, liaising, deal with the Said Property, give right to any other person or agency for carrying out any decoration or event management assignment during the pendency of this Lease Deed for the Lease Period.

d. The LESSEE shall have the exclusive right of booking and giving the Said Property for any event, function, seminar, exhibition etc. to any such customers/clients as it may desire and accept booking deposit from such customers. The LESSOR hereby represents and undertakes to pass on and hand over the booking money that the LESSOR may have collected till date from any person for any function/events to be held post the Lease Commencement Date.

**2. LEASE RENT**

The LESSEE shall pay an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as annual rent payable in four equal quarterly installments of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) each plus applicable service tax payable on or before the 1<sup>st</sup> day of each quarter (hereinafter referred to as the "Lease Rent"). The said Lease Rent shall be payable subject to allowance for free fit-Out Period and Deduction of Income Tax at Source. The first installment of the Lease Rent shall be paid by the LESSEE to the LESSOR on or before the Lease Commencement Date and each subsequent installment of the Lease Rent shall be payable on or before the 1<sup>st</sup> day of each quarter.

**3. OTHER CHARGES :**

a. The LESSOR shall pay the municipal property tax at actual as levied by the Ahmedabad Municipal Corporation as well as any land revenue assessed in respect of the Said Property and it has been clearly agreed herein that the same shall be reimbursed by the LESSEE to the LESSOR within 15 days from the date of production of the payment receipts in respect of such property taxes/land revenues. The LESSEE shall be liable to pay all other taxes that may be applicable in respect of the Said Property during the Lease Period.

b. The LESSEE shall be responsible to pay costs and expenses in respect of the regular maintenance as well as the day to day condition of the Said Property.

c. The LESSEE shall borne ALL expensed in relation to repairs to the Said Property, electric connection as well as AC plants. The LESSEE shall enter into comprehensive maintenance contracts for maintenance of the Said Property electric connection as well as AC plants with independent maintenance agencies at its discretion in the event of the LESSOR receiving any money as claim from insurance company in respect of the Said Property as well as its immovable and movable furniture and fixtures installed therein (including for the repairs and maintenance expenses incurred by the LESSEE), the LESSOR shall reimburse to the LESSEE with the entire amount of such insurance claim received by it.

**4. THE LESSEE DOTHE HEREBY COVENANT WITH THE LESSOR AS FOLLOWS :-**

a. The LESSEE shall pay the Lease Rent timely and all other amounts, agreed to be paid by it under this Lease Deed without any delay or defaults. Further, the LESSEE shall be liable to pay interest for each day calculated @1% per month in the event of delay in payment of the Lease Rent after it becomes due.

b. The LESSEE shall abide by all bye-laws, rules and regulations of the State and Central Government, Municipal Corporation, Association and/or any other authorities and local bodies and shall attend, answer and be responsible for all deviations or violations of any of such bye laws, rules and regulations in respect of its doing business from the Said Property.

c. The LESSEE shall use the Said Property with due care and caution, and keep the same, walls, glass windows, sewers, drains, pipes and appurtenances thereto in good tenable, repaired working condition.

d. The LESSEE shall, during the Lease Period insure and keep insured with an Insurance Company of repute, all fixtures, furniture, interior design and all things belonging to the LESSEE in the Said Property against any loss and damage by Fire, Lightening, earthquake, typhoon, war, riots, flood, explosion, terrorist attack, civil commotion or any other act of God and shall regularly pay premium thereof. However the LESSOR shall insure and keep insured with Insurance Company of repute, the Said Properties as well as all immovable and movable furniture and fixtures including dead stocks belonging to the LESSOR.

e. The LESSEE shall not alter or redesign the structure of the entitling building of the Said Property, or outer take any structural changes to the Said Property except with the prior written approval of the LESSOR. Any changes desired by the LESSEE shall be as per the designs and specifications provided by the consultant appointed by the LESSOR. The LESSEE may erect parturition for making cabins or false ceiling at any time during the term of the Lease at its own cost and expense without in any manner permanently altering or irreparably damaging the Said Property or any part thereof. Minor changes to interior



furniture & Fixtures can be carried out by the LESSEE. the LESSEE shall give back the Said Property to the LESSOR in good and tenable condition on the expiry of the Lease Period or on sooner determination of the lease normal wear and tear expected.

f. The LESSEE shall not be entitled to assign, transfer, sublet or underlet the Said Property or part with possession thereof nor shall create any charges, mortgage, lien or otherwise deal with the Said Property or any part thereof, in any manner whatsoever without written consent of the LESSOR. However the LESSEE can assign work to its associates, agencies or sub-agencies and entitled its clients to occupy/possess/hold/enter upon and allow them for uninterrupted usage of the Said Property during the course of their event(s) entitling them to allow their guests/invites/clients/visitors to enter upon and visit the Said Property during the course of their even

g. LESSOR shall inspect the premises once every year to assess the appropriateness of the use. LESSE must acquire a certificate of acceptance from the inspecting team appointed by the LESSOR and submit the same to the LESSOR.

h. The LESSEE shall, at the time of expiry or sooner determination of Lease, quietly surrender, deliver up and hand over to the LESSOR the Said Property in good condition subject to normal wear and tear and in the event the LESSEE fails to hand over the possession as aforesaid, without prejudice to the other remedies available to the LESSOR hereunder, the LESSEE shall be liable to pay, by way of penalty, and amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) per month over and above the Lease Rent to be payable on daily basis for the period for which the LESSEE has delayed in handing over the possession of the Said Property to the LESSOR.

i. The LESSEE shall give the Said Property to the LESSOR without charging any rent for 12 (twelve) one day functions/events of the LESSOR during the Lease Period subject to the LESSOR making payment in respect of the electric consumption at actual.

**5. THE LESSOR DO THE HEREBY COVENANT WITH THE LESSEE AS FOLLOWS :-**

a. THAT the LESSOR is the absolute and exclusive Legal and Lawful owner and possessor to the Said Property and its title to the Said Property is clear and marketable and without any encumbrance. LESSOR has full right and absolute authority to give the Said Property on Lease to the LESSEE.

b. THAT there is no notice of acquisition and/or requisition in respect of the Said Property or any part thereof issued by the government or any local authority or public body and that there are no litigation pending in any manner whatsoever in any court of law in respect of the Said Property and that the LESSOR has in no manner dealt with the Demises

Premises with any other person nor has parted with the possession of the Said Property or any portion thereof with any third person.

c. The Said Property can be used by the LESSEE by the purpose for ..... is given on Lease ..... or business of any nature shall be made or committed by the LESSEE that is prohibited by law.

d. The LESSEE may use the Said Property seven days a week.

e. The LESSOR shall acknowledge and give valid receipts for each and every payment of Lease Rent made by the LESSEE to the LESSOR or their order.

f. The Said Property is provided with HT Power. The LESSEE shall at its cost and expense get additional power at required place and the LESSOR shall cooperate with the LESSEE in obtaining such additional power.

g. The LESSEE shall be entitled to construct ONLY temporary covered structure for THE LIMITED PURPOSE OF material storage godown facility at appropriate spaces within the Said Property at its costs and expenses for the limited purpose of storing materials for carrying out decoration and all other event management assignments.

h. The LESSEE shall not construct any space, building, semi-permanent or permanent structure usable for public without explicit written consent of the LESSOR. If LESSEE shall propose any additional facility creation through construction of a permanent or semi-permanent structure, same must be discussed with the LESSOR and formal approval shall be taken from the LESSOR in writing. If need be, LESSOR retains rights to seek additional lease compensation for the same after a mutual agreement with the LESSEE.

i. The LESSEE shall be entitled to utilize appropriate space within the Said Property as its administrative office and the employees, office bearers, staffs, personal and all other managerial team(s) of the LESSEE would be allowed to access into and work from such office.

j. The LESSEE shall at its cost and expenses, install a back-lit Signage clearly identifying the property as "Gujarat University Convention Hall" or any other title that LESSOR proposes. The said signage shall be more prominent and larger in size than any signage or logo installed by the LESSEE towards its own advertisement or logo or signage on any façade of the premises. The design, location and size of the said signage shall be decided by the LESSOR and LESSOR shall retain rights to enforce changes in the same from time to time. The LESSEE shall be responsible to maintain this signage and pay all charges, taxes or levies, if any imposed by any local body or authority or Municipal Corporation and the electricity bill, for such Logo/nameplate / boards.

k. The LESSEE shall at its cost and expenses, be entitled to put its logo, nameplate and boards of on the front portion of the Said Property as well as in other parts of the Said Property. The LESSEE can also put such logo, nameplates and boards of its associate concerns as well its customers, clients and sponsors. The LESSEE shall be responsible to pay all charges, taxes or levies, if any imposed by any local body or authority or Municipal Corporation and the electricity bill, for such Logo/nameplate / boards.

l. The LESSEE paying rent hereby reserved and observing and performing the terms and conditions hereof, on the part of the LESSEE to be observed and performed, shall and may peacefully hold and enjoy possession of the Said Property during the term or duration of the Lease, without disturbance or interruption from the LESSOR or any person claiming under them.

**6. IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

a. The LESSOR at any time during the period of the Lease shall not Sell, Mortgage, transfer, encumber or otherwise dispose of the Said Property with the right of LESSEE as per this Lease Deed, unless such disposal does not affect or impair the rights of the LESSEE to continue to occupy the Said Property until the expiry or sooner determination of this Lease in accordance with the terms hereof and the LESSOR shall cause the transferee to recognize and accept the Lease hereby created by way of executing a tripartite agreement between the LESSOR. LESSEE and the new Buyer on a Rs.100/- non-judicial stamp paper, duly notarized. Upon sell of the Said Property by the LESSOR, the Guarantee will be released by the LESSOR to the LESSEE and LESSEE will issue the same to the new buyer.

b. If at any time during the term of the Lease, the Said Property or any part thereof shall be destroyed or damaged due to any Force Majeure Circumstances such as fire, tempest, earthquake, flood, enemy war, civil commotion or other irresistible force so as to become unfit for occupation and use permanently due to any cause not attributable directly or indirectly to the LESSEE, then, the Lease hereby created shall forthwith stand terminated and the LESSOR shall refund the unadjusted Deposits and any other amounts to the LESSEE, after deduction there from all amounts or other charges, if any, outstanding to be paid by the LESSEE under clause 4 hereinabove including Lease Rent. However if the Said Property can be made fit for occupation and use, the Lease Rent shall not be payable for the no. of days for which the Said Property became unfit for occupation and use for the purpose of Lease and the Lease Period shall be extended by such number of days.

c. Without prejudice to the other provisions of the Lease Deed and/or any other rights of either Parties, both the Parties shall indemnify and keep indemnities each other from and



against any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including, without limitation, attorneys fees and disbursements) (collectively "Loss") relating to or arising out of any inaccuracy in breach of the representations, warranties, terms, undertakings or covenants made by both the Parties herein.

**7. GUARANTEE**

- a. The LESSEE hereby agrees to provide a bank guarantee from a nationalized bank to the LESSOR for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards due observance and performance of the terms and conditions and obligations on the part of the LESSEE herein. It has been agreed that the said guarantee on the expiry of or in the event of termination of the Lease prior to the expiry of the Lease Period and against handing over the possession by the LESSEE of the Said Property shall be released to the LESSEE simultaneously when the LESSEE vacates and delivers the vacant and peaceful possession of the Said Property to the LESSOR and deducting all outstanding dues payables by LESSEE including Lease rent.
- b. The LESSEE on giving the guarantee hereby reserved and duly observing and performing the terms, conditions, covenants and stipulations on its part under this Lease Deed, shall peacefully hold and enjoy the Said Property throughout the term of the LEASE without any interruption, eviction, claim or demand by the LESSOR.
- c. In the event the LESSOR sells or transfer the Said Property during the terms of the Lease, the new Purchaser(s), assignees(s) or transferee(s), prior to such sale or transfer shall be made aware of and bound by the terms and conditions contained in this Lease Deed.

**8. SPECIFICATIONS :-**

- a. The LESSOR has agreed to lease the Said Property along with specifications hereunder mentioned :-
2. Gujarat University Exhibition Hall
  3. Gujarat University Convention & Exhibition Centre together with the amenities therein
  4. Open Land within the Said Property
  5. Entire Open Adjoining Land
  6. Entire Parking Space
- b. The above mentioned specifications have been specifically provided for the LESSEE for its long-term use. It is thus hereby agreed by the between the Parties, that in case of termination/along with the peaceful and vacant possession of the Said Property, the abovementioned specifications also are to be handed over back in the best of the conditions, normal wear and tear excepted.

c. The LESSEE undertakes and agrees to upkeep all the specifications as above mentioned and as handed over along with the Said Property to the LESSEE by the LESSOR. The LESSEE agrees to maintain all these specifications along with the property in full. It is also agreed by and between both the Parties that the specifications above mentioned shall always remain under the ownership of the LESSOR.

d. It is hereby agreed between the Parties hereto that the LESSOR shall hand over unto the LESSEE the dead stock and the same shall be returned by the LESSEE to the LESSOR in good and tenable condition (reasonable wear and tear excepted) upon expiry of earlier determination of this Lease Deed. It has been further agreed that a dedicated list of such dead stock shall be prepared and provided by the LESSOR to the LESSEE on or before the Lease Commencement Date.

**9. TERMINATION :**

a. **Right to Terminate** : Without prejudice to the rights of the LESSOR herein, in the event the LESSEE fails to pay the Lease Rent on time as agreed herein and does not remedy such breach within 30 days of receiving written notice in that behalf from the LESSOR, the LESSOR shall be entitled to terminate this Lease Deed on expiry of such notice period without giving any further written notice or intimation and vacate the Said Property and take back the possession of the Said Property from the LESSEE.

b. **Lock-in-Period** : Neither Party shall be entitled to terminate this Lease Deed during the entire Lease Period of 60 (sixty) months commencing from the Lease Commencement Date unless in the event of default by any of the Parties hereto in complying with their respective terms, conditions, representations, covenants and undertaking (hereinafter referred to as the 'Lock-in-Period'). By which it means that the LESSEE will continue to pay the Lease Rent for the Lock-in Period continuously and that the LESSEE shall without any interruption, except in cases of Force Majeure events and Fit Outs Periods shall be entitled to the lease hold rights as agreed herein and continue with the possession of the Said Property.

c. It has been specifically agreed between the Parties hereto that in the event the LESSOR defaults in complying with any conditions of this Lease Deed or commits any defaults in observance of the terms and conditions on its part, on account of which the LESSEE shall suffer loss and the LESSOR does not rectify such default within 30 days of receiving notice from the LESSEE, then the LESSEE shall be entitled to terminate this Lease Deed during the Lock-in Period, and in such situation the LESSEE shall, without Prejudice to the other rights and remedies available to the LESSEE herein, the LESSOR shall also be

entitled to pay to the LESSEE the higher of the aggregate amount of the Lease Rent for the balance period or Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) whichever be higher.

d. In the event of the LESSOR being ready and willing to release the guarantee after adjustment of dues, if any, as per the terms of this Lease at time of expiry or termination of the Lease and the LESSEE continuing to occupy the Said Property beyond expiry or termination of the Lease Period and in the absence of any dispute the LESSEE shall pay to the LESSOR the Lease rent of that period plus by way of penalty as stated in clause 4.7 above.

e. If the LESSOR commits breach of any of their obligations mentioned in this Lease then the LESSEE will give 30 days' notice to the LESSOR to cure the said breach, failing which LESSEE be entitled to terminate the Lease or continue to use the Said Property without paying Lease Rent till the breach is cured and without prejudice to its right in clause 9.3

**10. Consequences of Terminations, Expiry and Determination of the Lease Deed :-**

a. Handing over of Possession: - The LESSEE shall upon expiry of the Lease Period or any extended term of the Lease or upon sooner termination/determination of this Lease, deliver vacant and peaceful possession of the Said Property to the LESSOR.

b. Restoration of Said Property: - The LESSEE shall restore the Said Property nearly to the same condition in which they were taken, repairing at its own cost any damage that may be caused by any act or default by the LESSEE, its servants, agents or visitors. However, normal wear and tear and any improvements/interior decoration work done with the knowledge or consent of the LESSOR shall be excepted.

c. The Lease is for a Fix period of 60 (Sixty) months. The Lease may be renewed for any further period, subject to fresh terms and conditions mutually agreed upon between the LESSOR and the LESSEE.

d. This Lease Deed is executed and registered in duplicate. LESSOR shall retain the Original Copy and LESSEE shall retain the Duplicate Copy. Both counterparts shall constitute one and the same LEASE Deed. Stamp Duty payable on this Lease Deed and registration charges and out of pocket expenses have been borne by LESSOR.

**11. ARBITRATION**

If any dispute, controversy or claim between the Parties arises out of or in connection with this Lease deed, including the breach, termination or invalidity thereof ("Dispute"). the Parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably, The complaining Party may serve a written notice of such dispute to the other Party and if the parties are unable to resolve the Dispute amicably within 30 days of the



service of the Dispute Notice, then the Dispute shall be settled by Arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators, one appointed by each of the Parties individually, and such two arbitrators shall jointly appoint the third arbitrator who shall chair the arbitration proceedings. The Parties agree to a fast track arbitration which is to be disposed within 60 days from the date of reference. The arbitrator will be entitled to pass interim awards. The venue of arbitration shall be Ahmedabad and the proceedings shall be conducted in the English language. Each Party shall bear its own costs of arbitration.

12. "Force Majeure" or "Force Majeure Circumstances" shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightening, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.
13. The Stamp duty and registration fees applicable on this Lease Deed have been solely paid by the LESSOR. The stamp duty and the registration fees payable hereof shall be 4.9% and 1% respectively of the aggregate value of (i) the average annual rent and (ii) Annual Municipal Taxes.
14. The headings used in this Lease Deed are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease Deed.
15. That is any provision of this Lease Deed shall be determined to be void or unenforceable under applicable law, such a provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this Lease Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Lease Deed shall remain valid and enforceable in accordance with their terms.

**-: THE SCHEDULE ABOVE REFEREED TO :-**

**(Description of Said Property)**

ALL THAT all that land admeasuring 319675 square meters bearing Final Plot No. 22 of Town Planning Scheme No.31 together with the entire buildings inter alia the Exhibition Hall & Convention Center together with the entire parking space capable of accommodating more than 40 cars as well as 150 two wheelers etc. located at Helmet Circle, 132' Ring Road, Memnagar, Ahmedabad-380 054 and situated lying and being at Village Vastrapur Taluka City within the Registration Sub-District Ahmedabad-3 (Memnagar) and District Ahmedabad.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands in duplicate the ..... and year first hereinabove written.

SIGNED AND DELIVERED BY  
THE LESSOR :

\_\_\_\_\_  
Gujarat University  
through its authorized signatory  
\_\_\_\_\_, Registrar

SIGNED AND DELIVERED BY  
THE LESSEE

\_\_\_\_\_  
\_\_\_\_\_

IN THE PRESENCE OF :

\_\_\_\_\_  
\_\_\_\_\_

