



OFFICE OF THE DEPUTY/ASSISTANT COMMISSIONER OF CENTRAL TAX
/CENTRAL GST DIVISION
/SRINAGAR: MORAMPUDI ROAD
/RAJAMAHENDRAVARAM -533107

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C. No. I/11/01/2018-Admn

Date: 22 .05.2018.

NOTICE INVITING QUOTATIONS/TENDERS FOR HIRING OFFICE PREMISES FOR RAVULAPALEM CGST
RANGE OFFICE , RAVULAPALEM ON RENT

The Deputy Commissioner of Central Tax , CGST division, Rajamahendravaram invites Sealed Tenders from the interested legal owners for providing ready built Office premises having 1370 Sq .feet (approx) for CGST Ravulapalem Range Office , Ravulapalem , East Godavari Dist, Andhra Pradesh. The premises is having proper approach road, entrance, parking facility for minimum 04 four wheelers and 8 two wheeler vehicles and adequate toilet facility.

2. The interested legal owners may be obtained the detailed terms & conditions along with forms of Technical Bid and Financial Bid from the office of the Dy.Commissioner of Central Tax, CGST division, Rajamahendravaram on any working days during office hours, or alternatively be downloaded from the website www.cenexcisevizag2gov.in. The interested legal owners should send their proposal in a sealed cover addressed to the Deputy Commissioner of Central Tax , CGST division, Rajamahendravaram.

3. The proposal should be submitted in two parts. The first part should be the “ Technical Bid “ which should contain technical parameters like Address of the building , Carpet area as well as build up area , design of the premises , availability of parking space, air conditioning standards, year of constructions etc. The Second part should be the “ Financial Bid “ which should indicate the rent proposed to be charged and other financial terms and conditions. Both these bids should be in a separate sealed envelopes and the envelopes should clearly indicate on the top “ Financial bid/Technical bid” as the case may be. Both these envelopes should be kept in another sealed cover mentioning clearly “ Tender for Office Accommodation for CGST Ravulapalem Range, Ravulapalem”. The bids have to be sent to the Deputy Commissioner of Central Tax, CGST division, Rajamahendravaram, East Godavari District, Andhra Pradesh on or before 14-06-2018 before 17.00hrs.

4. The place should be centrally located , suitable for use as office and preferably be ready to be occupied with partitions , cupboards, toilets etc. Sufficient parking space, drinking water facility , electricity connections, fire fighting equipments should be made available. The office premises should be free from all encumbrances, well connected by public transport and should have wide approach road.

5. Finalisation of rent based on the location, quality of constructions and other amenities provided is subject to certification by CPWD hiring committee and the final approval by the Government of India as per the rules in force in this regard.

6. The Principal Commissioner of Central Tax, Visakhapatnam Central GST Commissionerate, Visakhapatnam reserves the right to modify or cancel this tender without giving any reasons.

The Last Date for submission of sealed tenders/bids is 14-06-2018 till 17.00 Hrs. The bids shall be opened on 18-06-2018 at 11.00 Hrs.

(G.Ramakrishna Raju Yadav)
Deputy Commissioner



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TENDER OFFER DOCUMENT

Hiring of Office Accommodation for “The Office of Superintendent of Central Tax, RAVULPALEM CGST Range”

General Instructions :

- (i) The tender consists of Three parts – Part-A –Terms and Conditions & Format Lease Agreement (SLA), Part-B/Annexure-I (Technical bid) and Part-C /Annexure-II (Financial bid).
- (ii) Parts B and C should be sealed in separate envelopes and super scribed in bold letters (a) “ Technical Bid for hiring of office space for The Office of Superintendent of Central Tax, Ravulapalem CGST Range” . (b) Financial bid for The Office of Superintendent of Central Tax, Ravulapalem CGST Range. Both the envelopes should then be placed in a single sealed cover super scribed “ Tender for hiring of office space for The Office of Superintendent of Central Tax, Ravulapalem CGST Range “
- (iii) Bids completed in all respects must be submitted at the inward receipt of Office of the Deputy Commissioner of Central Tax, CGST division, Srinagar, Near Morampudi junction, Rajamahendravaram ,East Godavari District, A.P, before 17.00 Hrs on or before 14-06-2018and obtained acknowledgement.
- (iv) Tenders (Technical Bid only) will be opened on 18-06-2018, at 11.00 A.M at the Deputy Commissioner’s chamber, CGST division, Rajamahendravaram in the presence of bidders/representatives of the bidders, if any. The opening of financial bids of only those bidders whose technical bids are found valid shall be done on later date.

Part A : Terms and Conditions:

The Office of the Deputy Commissioner of Central Tax, Rajamahendravaram CGST Division, Rajamahendravaram intends to hire office space having a desirable carpet area of 1370 sq.ft in **Ravulpalem , East Godavari District** (excluding covered/underground parking area, if any), including other requirements as mentioned below:-

1. The premises having following minimum amenities/facilities and features will be preferred for consideration and will gain weighted:

- i. The Building offered should be a completed building and suitable for use as office
- ii. The Building offered should be located on the main roads of the city and should be well connected with public transport;
- iii. There should be adequate natural lighting in the campus/compound
- iv. There should be provision of service water system along with sufficient water for toilets, wash basins, housekeeping, other cleaning purposes etc.
- v. There should be adequate cross-ventilation
- vi. The building should have adequate fire safety measures and security measures as per legal requirement
- vii. The net carpet area should preferably be in a single independent building
- viii. The premises should have suitable power supply connections
- ix. There should be uninterrupted power supply for essential services and common area lighting
- x. There should be adequate open space for installation of generators and there should be provision for connecting them to the power supply lines
- xi. The building/s should have specific parking space for each 1000 Sq.ft. of rented carpet area. Ear marked parking exclusively for the hirer will be desirable.
- xii. All Building services such as Lifts, Power Supply, Plumbing, Sewage, Telephone Connectivity shall be fully operational at the time of submission of the offer by the bidder

- xiii. All internal and external walls should be painted with good quality paint at the Time of handing over the premises to the Department.
- xiv. There should be provision of vitrified tile/ marble flooring /Granite flooring in general areas and wooden flooring in the cabins of senior officers.

2. Interested persons who are legal owners can obtain the tender documents from the Administrative Officer, 2nd floor, Office of the Deputy Commissioner of Central Tax, Rajamahendravaram CGST Division, GST Bhavan, Srinagar, Near Morampudi Junction, Opp: LIC building , Rajamahendravaram on any working day between 10.00 AM to 4.00 PM from **23-05-2018** onwards or alternatively it can be downloaded from the website www.cenexcisevizag2.gov.in. The interested parties should send their proposal/bid addressed to the Office of the Deputy Commissioner of Central Tax, Rajamahendravaram CGST Division, GST Bhavan, Srinagar, Near Morampudi Junction, Opp: LIC building , Rajamahendravaram. The bid is to be submitted in two parts-Technical and Financial bid. The Technical and Financial bid proforma have been placed as **Annexure-‘A’** and **‘B’** respectively to this tender document.

3. Following documents are essential and must be submitted as part of Technical Bid:-

- a. Offer Letter (duly signed and stamped)
- b. This Tender / Offer document (duly signed and stamped on each page) in token of acceptance of Terms & Conditions mentioned there in.
- c. Technical Bid in Annexure ‘A’ (duly signed and stamped on each page)
- d. Other documents as detailed in the Technical bid i.e. Annexure-‘A’ (duly signed and stamped on each page)

Tender applications /documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected.

4. The procedure for submitting Bids are mentioned below:

Parts B /Annexure-I (Technical Bid) and C/Annexure-II (Financial Bid) should be sealed in separate envelopes and super scribed in bold letters (a) “ Technical Bid for hiring of office space for The Office of Superintendent of Central Tax, Ravulapalem CGST Range” . (b) Financial bid for The Office of Superintendent of Central Tax, Ravulapalem CGST Range. Both the envelopes should then be placed in a single sealed cover super scribed “ Tender for hiring of office space for The Office of Superintendent of Central Tax, Ravulapalem CGST Range “

Important Note:-

(a) The bidder should refrain from indicating the rents and other financial details in the technical bid and if they do so, the bid will be rejected in as much as the envelope containing the financial bid shall not be opened.

(b) Any deviation from the above procedure (e.g. putting together of Technical and Financial bids in the same cover, non submission of requisite documents, non sealing of envelopes) shall lead to rejection of bid document ab-initio.

5. The Technical Bids will be opened by the Hiring Committee **at 11:00 AM on 18-06-2018** in the presence of all such bidders who wish to be present. The tenders/bids will be opened in the office of the Deputy Commissioner of Central Tax, Rajamahendravaram CGST Division, GST Bhavan, Sri Nagar, Rajamahendravaram.

6. The Financial Bids of those who qualify on evaluation of technical bids by the Hiring Committee would be opened later, the date of which will be intimated to the qualified bidders separately.

7. After opening the Technical Bids and before opening of the Financial Bids, physical inspection of the premises, covered by the tendered bids, will be carried out to verify whether the offer complies with the technical specifications or otherwise.

8. In case the technical bid is found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the property along with proof of identity of the owner before the financial bids are opened. Original documents shall be returned after decision is taken to open Financial Bids or otherwise.

9. The opening of financial bids shall be done at a later date. The financial bids of only those offers will be opened which are shortlisted after assessing the suitability of the accommodation, fulfilment of the terms and conditions, compliance to technical specifications, verification of their credentials and other liabilities. This will be done by the 'Hiring Committee' constituted for the purpose. The shortlisted bidders will be notified about the date and timing of opening of financial bids, who may remain present for the same at the given address.

10. The internal wall partitions and other finishing/interior work as per the requirements should be completed within a maximum period of 30 days from the date of award of tender.

11. All other civil work not specifically mentioned here but required to make the system complete should be completed within a maximum period of 30 days from the date of award of tender.

12. The rent proposed to be charged per square feet per month on the carpet area which should be inclusive of all taxes and duties to be paid to various authorities (Except Service Tax and Municipal

Tax) should be indicated in the financial bid only. The GST alone will be reimbursed by the department on actual basis. The Municipal Tax is to be borne by the owner of the building.

13. The premises offered should be in ready condition and the owner of the premises will have to hand over the possession of premises within fifteen days of acceptance of the offer by the Hiring Committee.

14. It should be noted that no negotiations will be carried out except with the lowest bidder and therefore, most competitive rates should be offered.

15. No Earnest Money Deposit will be given by the Department to the owner offering the premises.

16. Tenders received after the due date and time for whatever reason, shall not be entertained and the Department shall not be responsible for any loss or delay in delivery of tender documents.

17. The premises offered should have construction approval/clearances from all Central/State Government Departments as may be necessary by the local authorities and should be legally free from all encumbrances.

18. Finalization of rent would be as per Fair Rent Certificate (FRC) to be given by CPWD (Central Public Works Department) based on location, quality of construction and age of the building. The Hiring Committee would recommend the rent on the basis of FRC and the rate quoted by the selected bidder. The final approval/sanction would be by the Competent Authority of Government of India as per rules framed in this regard.

19. The selected bidder would be required to sign Lease agreement with the designated authority of Customs & Central Excise Department as a legal requirement. A copy of the Standard Lease Agreement (SLA) duly approved by the Directorate of Estates is available in DG HRD manual on CBEC web site www.cbec.gov.in and also on DG HRD web site www.dghrdcbec.gov.in. The conditions mentioned in the SLA shall be final. In case there is any clash or overlap between tender conditions and conditions mentioned in SLA, then the conditions mentioned in SLA shall prevail over the tender conditions. The original copy of the lease document shall be retained by the lessee.

20. The tender is for hiring for an initial period of 3 (Three) years. Within three years, **there will not be any revision of rent.** In case required, the hiring period may extend beyond 3 years. The revision of rent beyond 3 years, if required would be as per conditions mentioned in SLA signed. If lease is extended beyond 3(three) years, percentage increase in rent would be at a rate mutually agreed upon between the parties. **The percentage increase however shall not exceed 8% p.a.** Renewal of lease agreement is also subject to certification by CPWD/ Hiring Committee and final approval/sanction by Government of India as per rules framed in this regard.

21. All the details and documents mentioned in the tender form must be submitted. A tender having incomplete details/documents is liable to be rejected. However, the Hiring Committee may give an opportunity to the bidder to furnish the balance details/documents within the specified time. The Hiring Committee may also call for any additional details/documents from the bidder, if required. The bidder, before submitting the tender, should satisfy himself about correctness and authenticity of the details and documents submitted. Submission of wrong details/documents would render the tender form invalid.

22. Monthly rent should be quoted on lump-sum basis for the entire area (covered/built up area of main building, other permanent structure, covered/underground parking as well as open parking area, open space like garden, inner roads etc.) for the entire agreement period of 3 (three) years in the Financial Bid.

23. The monthly rent will start as and when possession of the building is taken over by the Department. The rent shall be paid as per the lease agreement. Advance payment of rent shall ordinarily not be made unless specifically agreed in writing.

24. All existing and future rates, taxes including property taxes, assessment charges and other outgoing of any description in respect of the said premises shall be borne by the owner/bidder.

25. The Department shall pay all charges in respect of electric power, light and water used on the said premises during the lease period as per the prevailing rates. For electricity supply through generator set, a separate meter should be installed.

26. The cost of repair and maintenance of civil/electrical installation including Air Conditioning plant, power backup (generator sets), lifts and common areas etc. will be the responsibility of the bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the Department.

27. The security of the building and running of lifts with requisite manpower for operation shall be the responsibility of the owner/bidder. The cost of deployment of External Security for building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the Department. The internal security of the building will be taken care of by the Department. The bidder should make sure that the Lifts work smoothly during the period of contract. In case the security of the building is taken by the Department/Government of India for strategic reasons, the rent to be paid to the bidder shall be accordingly reduced.

28. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of the Department. If the bidder fails to do so, Rs.500/-per complaint shall be recovered from the monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs.500/-per minor complaint.

29. The Department at any time during the Lease Period/extended Lease Period may make temporary alterations like partitions, office fixtures and fittings to suit the requirement.
30. Terms and conditions given in this Tender Documents are sacrosanct and shall be considered as an integral part of this offer/tender. In case of any conflict in terms and conditions of Tender Documents, the conditions stipulated in the Tender Documents shall take precedence.
31. The Department reserves the right to amend any/all terms and conditions, as it deems necessary.
32. The market rate for the areas at which the property is available shall be assessed before opening the Financial Bid.
33. The assessment of reasonable rent will be done by a Hiring Committee of the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate.
34. Participation in the tender process does not entail the bidders any commitment from the Department. The Department will not be liable for any damage/loss caused to the bidders during the tendering process and before signing of the contract. The Department reserves the right to reject any/all offers without assigning any reasons.

**G.RAMAKRISHNA RAJU YADAV ,IRS
DEPUTY COMMISSIONER OF CENTRAL TAX
RAJAMAHENDRAVARAM CGST DIVISION**

To
Notice Board of Rajamahendravaram CGST Division
The Superintendent (Systems), Visakhapatnam CGST Commissionerate (for posting the tender in
www.cbec.gov.in and in Commissionerate's website)

OFFER LETTER

Letter /File Ref. No.

Date : -

To
The Deputy Commissioner of Central Tax,
CGST Division,
Rajamahendravaram.

Sir,

Sub:- Hiring of Office premises for “ Ravulapalem/ Mandapeta, CGST
Range – Reg.

Ref:-

With reference to your Tender Notice calling for offers for hiring of Office accommodation for the Office of the Superintendent of Central Tax, Ravulapalem / Mandapeta CGST Range. I/We hereby submit my/our offer as follows.

- a. Technical Bid: Part- B/Annexure-I in a separate sealed cover (Envelop-I)
- b. Financial Bid : Part-C /Annexure-II in a separate sealed cover (Envelope-II)

The two sealed envelopes containing technical bid and financial bid referred to above have been put in a main envelope as required.

2. I here by undertake to abide by various terms and conditions in your letter C.No. _____, dated _____ calling for offers .(Copy signed and enclosed).

3. I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

Yours sincerely,

(Signature and stamp of the owner/bidder /authorised signatory with complete Name, Address, Contact Number including mobile number)

PART-B/ANNEXURE-I

TECHNICAL BID

TECHNICAL BID SHOULD INTER-ALIA CONTAIN DETAILS AS FOLLOWS

(To be submitted in a Separate Sealed envelope super scribing
“TECHNICAL BID”)

Sl.No	Requisite Details	Provided Details
1	Full particulars of the legal owner of the premises	
	Name	
	Name (s) of the proprietors/ Directors/ Partners	
	Telephone/ Mobile No/ Fax No./E-mail address	
	Permanent Account No (PAN)	
	The location and address of the proposed premises	
2	Full particulars of person(s) offering the premises on rent/lease and submitting the tender.	
3	Status of the applicant with regard to the premises offered for hiring (enclose power of attorney also if the applicant is other than owner)	
4	Type of building – Commercial or Residential	
5	(a) Complete Address and location of the building (b) Details of the Accommodation offered for rent (viz) Carpet area, No. of floors, floor wise area)(Enclose Certified Sketch Plan also)	
6	Detailed approved plan of the accommodation.	
7	Date of constructions.	

8	Exact Carpet area	
9	Exact built up area	
10	Floor number offered	
11	No. of floors in the building	
12	Floor wise number of toilets	
13	Distance from nearest Railway station/Bus station and name of the railway station and bus station.	
14	Other facilities and amenities available with the building.	
15	Type ,Model , Company & No. of lifts available /carrying capacity , provide details of make.	
16	Parking space available for department – area and specific how many number of vehicles can be parked.	
17	Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes/dues or like (enclose copy of Affidavit from owner or Power of Attorney holder)	
18	Clearance /no-objection certificate from all relevant Central /State/Municipal authorities and Fire Department for use as office /commercial premises confirming the municipality laws.	
19	(a) Whether running water, drinking and otherwise , available round the clock. (b) Whether sanitary and water supply installations have been provide for ?	

20	Whether separate electricity meter having sufficient installed capacity has been provided for ?	
21	Sanctioned Electricity load	
22	(a) Whether electrical installation and fitting, plugs ,switches etc., provided or not ? (b) Whether building has been provided with fans in all rooms or not ? If yes , give the Nos. of fans floor wise . (c) Details of power back -up facility.	
23	Details of Fire Safety Mechanism, if any .	
24	Specify the lease period (minimum 3(Three) years and provision for extension)	
25	Whether the building is earth quake resistant . if so please provide a certificate from the competent authority.	
26	If there are ready built cabins suitable to us or promise to make cabins as per requirement the same will be preferred.	

I/we _____ son/daughter of _____, are willing to let out the above said premises for accommodating Ravulapalem/ Mandapeta Central GST Range Office. I/We _____ solemnly declare that the information given above and in the enclosures accompanying it is correct completely and stated truly to the best of my knowledge and belief.

Place:

Date:

Signature of legal Owner /Power of Attorney Holder

PART – C/ANNEXURE - II

FINANCIAL BID

Sl.No	Items	Details	
1	Name and address of the applicant with phone numbers and E-mail ID		
2	Status of the applicant with regard to building /accommodation offered for hire by the owner or power of Attorney Holder;		
3	Full particulars of the owner (a) Name (b) Address(es) (c) Telephone Nos/Mobile Nos. (d) Business (e) Residential (f) Tele fax No. (g) Pan card (photo copy)		
4	Complete details of the building viz Complete postal address of the location		
5	Rent in Indian Rupees per month per square meter of the carpet area as mentioned in the Technical bid . The rent will be subject to issue of Fare Rent Certificate by CPWD as per procedure laid down by the Govt and it will be applicable for the lease period of Three years. All corporation taxes, Cess or any other tax applicable are to be borne by the land lord. The electricity and water bills as per actual consumption to be borne by the department . GST will be borne by the tenant as applicable.	Rate per Sq.Feet	Total Rs.
6	Any other conditions having financial implications relevant to the offer of the building . Give details if applicable		

Note : The Financial Bid should include:

1. The rent proposed to be charged per Sq.mtr on the basis of carpet area which should be inclusive of all costs of services including.
2. The charges for the maintenance (Civil, Electrical, Plumbing)
3. The charges for the maintenance of the air conditioning equipment if centralised and lift.
4. The charges for parking space.
5. The charges for security.
6. Taxes and duties , to be paid to various authorities.

Place:

Date:

Signature of Legal Owner/Power of Attorney Holder

LEASE AGREEMENT /SLA FORMAT

An agreement made on this _____ day of _____
Two thousand and Eighteen
between _____
_____.

Hereinafter called " The Lesser "(Which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of one part And the PRESIDENT OF INDIA (hereinafter as " THE GOVERNMENT OF INDIA " or Lessee) of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained , the Lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as _____ together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES ") more particularly described in SCHEDULE ' A ' .
2. The lease shall commence/shall be deemed to have been commenced on the day of two thousand eighteen and shall , subject to the terms hereof, continue for a term of _____ years with an option to extend the period of lease for a further term as set out in clause 14 hereof .
3. The Lessee shall, subject to the terms hereof pay gross rent in monthly arrears for the said premises at the rate of Rs. _____ per month, which also includes a sum of Rs. _____ towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any , of the lease after the expiry of three years from the start of the lease or revision of the rent , provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.
4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule ' 13' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises

including fixtures and fittings in as good condition as received, fair wear and tear, damage by fire, act of god, riots or other commotion, enemy action and /or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.

5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.
6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in clause 2 herein above.
7. All existing and future rates, taxes including property tax, assessment charges and other outgoings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Gov.of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt.of India in respect of payment of additional tax, unless there has been any addition to the constructed portion such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India shall be as determined by the Central Public Works Department of Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent(including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.
8. The Government of India shall pay all charges in respect of electricity power, light and water, used on the said premises during the continuance of these presents.
9. The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Government of India in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the Government of India may cause the repairs specified in the notice to be executed at the expenses of the Lessor and the cost thereof may, without prejudice to any other mode of recovery, be deducted from the rent payable to the Lessor.
10. The Government of India may, at any time during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of India who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the

terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the Government of India expected or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

11. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/ or other causes, not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under clause 10 hereof.
12. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.
13. The Lessor agrees with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.
14. If the Govt. of India shall desire of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal.

“ Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee:.

“ Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the terms hereby granted”

15. The Government of India shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.
16. Any notice to be made or given to the Government of India under these presents or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the _____ on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly

given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.

17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi. The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed there under shall be applicable to such arbitration proceedings which shall be held at. The arbitration proceedings shall be conducted in Hindi/English/. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the Government of India.
18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE "A" REFERRED TO ABOVE

All that the _____ The _____ floor of the building known as _____ in the city of _____ which building bear Municipal No _____ and is situated on plot/land bearing Survey Nos _____ and is bound on or towards East by _____ on or towards West by _____ on or towards North by _____ or on towards South by _____

THE SCHEDULE " B " REFERRED TO ABOVE

Details of fixtures and fittings:'

IN WITNESS WHERE OF THE OFFICIAL SEAL OF _____ has been affixed in the manner hereinafter mentioned and the lease agreement has been signed ffor and on behalf of the President of India on the day and year first above written by _____

(Signature)
For and on behalf of the President of India

In the presence of

Witnesses 1. _____
2. _____

(Signature)
Name and address of the lessor

In the case of Lessor is a company,
Firm or Society at Add _____

And by the Lessor in presence of witness 1 _____
2 _____

For and on behalf of _____

Having authority to sign on behalf of the lessor _____

Vide resolution date _____ of _____

- Portions which are not applicatbke may beb scored off at the time of filling up of the Standard Lease Agreement (SLA) format.

