

**OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX,
GST DELHI- NORTH, C.R. BUILDING, I.P. ESTATE, NEW DELHI-110109**

**TENDER /OFFER DOCUMENT
(TERMS & CONDITIONS)**

To

All the intending Parties

.....
.....

**Sub: Tender for hiring of office premises for the Divisions Office of
CENTRAL TAX, GST DELHI- NORTH COMMISSIONERATE, New Delhi
-reg.**

Dear Sirs/Madams,

The Office of the Principal Commissioner, CENTRAL TAX, GST DELHI- NORTH intends to hire office space at the locations mentioned in the table below:-

SR. NO.	PLACE	SPACE REQUIRE D	NODAL OFFICE R	ADDRESS/ TEL NO. OF NODAL OFFICER
1.	The building should be within the jurisdiction of CGST Delhi North Commissionerate i.e. in the region having Pin Code 110002, 110005, 110006, 110007, 110009, 110033, 110035, 110036, 110039, 110040, 110042, 110054, 110055, 110060, 110082, 110084 & 110088.	2166 Sq mtr (23,315 Sq. ft.) approximate	Assistant Commissioner, CGST, Delhi - North	Shri Sanjay Kumar Bansal, Assistant Commissioner, CGST, Delhi-North, Room No. 108, Ist Floor, 17B, IAEA House, I.P. Estate, Ring Road, New Delhi-110002. 01120841123 09818006071

The period of hiring of the office space shall be for 12 (twelve years) initially which may be renewed from time to time, if required by the office of the Principal Commissioner, CENTRAL TAX, GST DELHI- NORTH.

ASSISTANT COMMISSIONER

**OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX,
GST DELHI NORTH, C.R. BUILDING, I.P. ESTATE, NEW DELHI-110109**

REQUEST FOR PROPOSAL (RFP)

TENDER/OFFER DOCUMENT

Hiring of Office Accommodation

**OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX,
GST DELHI NORTH, C.R. BUILDING, I.P. ESTATE, NEW DELHI-
110109*******

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Tender Document- terms & conditions

1. The premises having following amenities/facilities and features and meeting the following conditions will be preferred for consideration and will gain weightage: -
 - (i) Occupancy/completion certificate (copy to be submitted online),
 - (ii) Fire Safety Certificate issued by Fire Department, if applicable (copy to be submitted online, if applicable);
 - (iii) The building should have adequate fire safety measures and security measures as per legal requirement;
 - (iv) Consent of Delhi Pollution Control Committee as per provisions of the Environment (Protection) Act, 1986, if applicable. (Copy to be submitted online, if applicable);
 - (v) The tender will be acceptable only from persons having the legal rights for leasing out the premises on rent such as owners of the building, persons having valid power of attorney etc. Broker and middleman shall not apply. The space offered should be free from all claims and disputes /any liability and litigation with respect to its ownership, lease / renting and pending payments against the offered space. A certificate in this regard may be obtained from an Advocate or CA. (Copy to be submitted online);
 - (vi) The building offered should be complete and suitable for use as office and well furnished with cabins and cubicles/workstations ready to be occupied including Air conditioners. Further, the bidder may be required to make partitions /alterations to the premises as required by the department for seating of its officers and staff as also in case the ones provided already are not found suitable. The particulars of amenities provided/proposed to be provided inside the property / building complex should be clearly furnished in the Technical Bid.
 - (vii) The Department shall be entitled to use the parapet wall on the road facing front of the building for signage/advertisement alongwith right to install decorative on the front compound of the building space.
 - (viii) The office premises should be well connected by public transport and should have wide approach road (minimum 40' on both the front and back sides of the proposed office premises). Further it should be within walking distance from Metro Stations (upto 500 mtrs approx). Finalization of rent, based on location and other amenities provided, is subject to certification by CPWD/ hiring Committee and final approval/ sanction by the Government of India as per the rules framed in this regard. Surrounding of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around building and other related factors will be important criteria for Technical Bid qualification.
 - (ix) The building located within a distance of five kms from CR Building, I P Estate, New Delhi shall be preferred;
 - (x) There should be adequate natural lighting in the campus/compound.

- (xi) There should be provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc.
 - (xii) There should be adequate cross-ventilation.
 - (xiii) The property should be insured against all types of damages during the entire period of contract.
 - (xiv) The premises should have suitable power supply for a large office with uninterrupted power supply for essential services and common area lighting.
 - (xv) All required electrical fittings and equipment should be installed and functional at the time of submission of offer.
 - (xvi) Central Pollution Control Board compliant Generator Set of approximate capacity (125KVA and above) with Operator & Maintenance thereof will be provided by the owner of the building. However, cost of fuel, on actual basis, for running the said Generator Set will be borne by the department.
 - (xvii) The Lessor should give provision/space for parking of 40 cars and 20 two-wheeler vehicles earmarked exclusively for the hirer.
 - (xviii) Building related services such as Lifts, un-interrupted Power supply, Air conditioning, Local Area Network, Plumbing, Toilets, Sewerage System, Telephone Connectivity should be fully operational and functional at the time of submission of the offer by the Landlord.
 - (xix) All internal and external walls should be painted with good quality paint at the time of handing over the premises to the hirer.
 - (xx) There should be provision of ceramic tiles/marble flooring in general areas and wooden flooring/vitrified tiles flooring in the cabins of senior officers.
 - (xxi) In case the area offered is in a big common building, the bidder to provide an exclusive entrance and exit for the use by the department.
 - (xxii) Adequate number of Rest Rooms for Gents and Ladies have to be provided separately on each floor.
 - (xxiii) Adequate space for running of canteen exclusively earmarked to be provided separately.
2. Bids shall be submitted online only at GeM Portal. The tender shall be submitted online in two parts, viz. (i) Technical Bid and (ii) Financial/ Price Bid along with other documents as mentioned in the tender documents. Tender documents may be downloaded from GeM site <https://gem.gov.in>.

No tender shall be accepted / entertained by fax, e-mail or submitted in person or any other such means and beyond the specified date /time

The online bids should be submitted by 14th April 2025 up to 04.00 PM. Technical bids will be opened by the Hiring Committee at 11:30 AM on 15th April 2025 in presence of all such bidders or their authorized

representatives who wish to be present at Conference Room, Ist Floor, 17B, IAEA House, I.P. Estate, Ring Road, New Delhi-110002. **Last date for seeking any clarifications regarding the tender from the Nodal Officer shall be 17th April 2025.** The Technical Bid proforma have been placed as **Annexure-‘A’** and Financial Bid in **.xls** format in separate proforma.

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 therein.
 - (c) Technical Bid in Annexure ‘A’ document (duly signed and stamped on each page)
 - (d) Certified copies of approved drawings from local authority or any other competent authority.
 - (e) Certified copy of Land Deed, Municipal receipts, and approved plan of building
 - (f) Copy of document evidencing ownership of building;
 - (g) Other documents as detailed in the Technical Bid i.e. Annexure-‘A’ document (duly signed and stamped on each page).

Originals of these documents / certificates shall be produced at the time of execution of Lease Agreement.

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

4. The bidder is required to enter into Lease Agreement in the prescribed format approved by the Central Government (SLA). A draft copy of the Standard Lease Agreement (SLA) is placed at Annexure ‘C’.
5. The procedure for submitting Bids, is mentioned below:-
 - 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time, i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
 - 4) Bidder should prepare the EMD (Earnest Money Deposit), if any, as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of

the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) .
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

IMPORTANT NOTE

- (i) The bidder should refrain from indicating the rents and other financial details in the technical bid;
 - (ii) Any deviation from the above procedure shall lead to rejection of bid document *ab initio*.
6. The financial bids of those who qualify on evaluation of Technical Bids by the Hiring Committee would be opened and the date/time of which will be intimated on **GeM portal i.e. <https://gem.gov.in>** after technical evaluation of all the bidders.
 7. After opening the Technical bids and before opening of the Financial Bids, physical inspection of the premises, offered by the tendered bids, shall be conducted by members of the Hiring Committee in presence of owner of the premises / authorized representative of the owner of the premises, 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/certified copy of the Title Deed of the property along with proof of identity of the owner before the financial bids are opened. 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 short listed after assessing the suitability of the accommodation, terms and condition offered and 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 rent proposed to be charged per square feet per month should be on the carpet area which should be inclusive of all taxes and duties to be paid to various authorities which should be indicated in the financial bid only. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 8% per annum of the rent payable at the time of such revision.
11. Department will pay common maintenance charges towards maintaining common facilities viz. security, electricity, towards lift & lighting of common spaces, running of generator, air-conditioner etc. in proportion to the office covered area hired by the department. The said maintenance charges should be quoted separately, on a per square feet basis, in the financial bid only
12. All taxes and duties payable to various authorities on the property / premises, shall be borne by the lessor;
13. The premises offered should be in ready condition and the owner of the premises will have to hand over the possession of premises preferably within fifteen days of acceptance of the offer by the Hiring Committee.
14. The offer should be valid for a minimum period of 6 (Six) months from the due date of opening of tender.
15. It should be noted that no negotiations will be carried out except with the lowest bidder and therefore, most competitive rates should be offered.
16. No security or advance rent will be given by the Commissionerate to the owner offering the premises. No brokerage charges will be paid by the hirer.
17. Tenders received after the due date and time for whatever reason, shall not be entertained and the Commissionerate shall not be responsible for any loss or delay in delivery of tender documents.
18. The premises offered should have necessary construction approval/clearances from all Central/State Government/ Local Bodies. (Copies of all such clearances should be submitted online along with the technical bid)
19. Finalization of rent based on location and quality of construction and age of the building is subject to certification by CPWD / Hiring Committee and final

approval/sanction by the Government of India as per rules framed in this regard. The assessment of reasonable rent will be done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) / Fair Rent Certificate. The rent shall be paid as per the RRC or as quoted by the bidder, whichever is less, by the Institute to the successful bidder.

20. Lease will be for the period of 12 years and 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. Bidders may note that no increase in rental charges will be allowed during the initial three (03) years of the agreement period.
21. All disputes lie within the jurisdiction of New Delhi. All disputes in connection with the execution of contract shall be settled under the provisions of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The arbitration proceedings shall take place at New Delhi only.
22. Selected party shall be required to sign a standard Lease Agreement (**Annexure 'D'**) with the designated authority of Principal Commissioner, Central Tax, GST Delhi- North as a legal requirement. The agreement shall be signed initially for a period of 12 (twelve) years extendable for further period as per requirement. The monthly rent quoted shall be on per Sq. Mtr. basis for the area offered in the Financial Bid. The bidder may quote maintenance to be charged per month for maintenance of common areas like lobby, lifts etc and provision of common services. This rate of maintenance to be charged may be indicated separately in the financial bid. Maintenance charges for common areas and common services, may be indicated separately in the financial bid. GST shall be paid extra by hirer to the owner of the premises on amount of rent and Maintenance charges. The premises can be vacated earlier in term of the condition in the SLA. The said Lease Agreement may be registered with the competent authority jointly by the Lessor and the Lessee, expenses shall be shared by the lessor only.
23. The monthly rent will start as and when possession of the building is taken over by the Commissionerate. The rent and Maintenance charges and GST shall be paid as per the lease agreement.
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/ lessor.
25. O/o The Principal Commissioner, Central Tax, GST Delhi- North shall pay all charges in respect of electricity charges, on actual basis, and water charges, on actual basis, used/consumed in the said premises during the lease period as

- per the prevailing rates. For electricity supply through generator-set, a separate meter should be installed. In case electricity/water connection is to be shared with another occupant of the same premises, separate meters should be installed as to clearly distinguish electricity/water consumption of the lessee.
26. The cost of repair and maintenance of civil/electrical/plumbing installation including Air Conditioning plant, power back up (generator sets), lifts, cabins door, door-handles/locks, toilet fittings, and common areas etc. will be the responsibility of the bidder. Only routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the department. The scope of maintenance, which shall be the responsibility of the property owner is enclosed as per **Annexure-‘B’**.
 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 Commissionerate. The bidder should make sure that the Lifts work smoothly during the period of contract.
 28. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of the Principal Commissioner, CENTRAL TAX, GST DELHI- NORTH at the risk and the cost of the bidder. If the bidder fails to do so, Rs. 1,000/- per complaint shall be deducted/ recovered from the monthly rental bill as compensation.
 29. The Commissionerate 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 Commissionerate reserves the right to amend any/ all terms and conditions, as it deems necessary.
 32. The assessment of reasonable rent will be done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate.
 33. Participation in the tender process does not entail the bidders any commitment from the Commissionerate. The Commissionerate will not be liable for any damage/loss caused to the bidders during the tendering process and before signing of the contract. The Commissionerate reserves the right to reject any/all offers without assigning any reasons.

OFFER LETTER

To

**The Nodal Officer,
The Assistant Commissioner,
CGST Old Delhi Division,
CGST Delhi North Commissionerate,
IAEA House, I.P Estate, New Delhi-110002.**

**Sub: Hiring of office premises for the Divisions' Office, Central
Tax, GST, Delhi-North Commissionerate - reg.**

Ref. No. _____ dated _____

Sir,

With reference to your Tender Notice calling for offers for hiring of office premises for the Divisions' Office, CENTRAL TAX, GST DELHI- NORTH COMMISSIONERATE. I/We hereby submit my/our offer as follows:-

(a) Technical Bid	Annexure-'A'
(b) Financial Bid	May be submitted in enclosure (.xls format)

2. I hereby undertake to abide by various terms and conditions contained in your letter F. No.

_____dated _____calling for offers. (Copy duly signed, enclosed)

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

Yours sincerely,

Dated :

Signature and stamp of the Owner/Bidder/
Authorized Signatory with complete name, Address,
Contract No. (s).Including Mobile No. (s). (also
Indicate the category in which signing, whether on his
own behalf of as Power of Attorney/Authorized

signatory of the owner)

Annexure-A

Sub: Hiring of office premises for the Divisions' Office, Central Tax, GST Delhi-North Commissionerate- reg. TECHNICAL BID

Attested photocopies / certified true copies of the following documents, apart from other required documents, are required to be annexed with the Technical Bid. Technical Bids received without these documents are liable to rejection without any reference to the party whatsoever. Originals of these documents / certificates shall be produced at the time of execution of Lease Agreement.

1. Title Deed' showing the ownership of the premises or copy of agreement with the landowner.
2. Certified copies of approved drawings from Delhi Municipal authorities or any other competent authority of the area offered for rent/hire, certified copy of Land Deed, Corporation tax receipts and copy of ownership of building.
3. Affidavit from owners and if tender is submitted by the power of Attorney Holder, an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation / liability / pending dues and taxes.

Sl. No.	Parameters	Details
1.	Full particulars of the legal owner of the premises: (i) Name: (ii) Address of office & Residence: (iii) Telephone No. / Mobile No. (iv)Tele Fax:	
2.	Full particulars of person(s) offering the premises on rent / lease and submitting the tender.	
2.1	Name	
2.2	Complete Postal Address in NCT of Delhi	

2.3	Telephone Nos. including Mobile Numbers	
2.4	Fax No.	
2.5	Email	
3.	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner).	
4.	<ul style="list-style-type: none"> i. Complete Address and location of the building. ii. Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise area) (Enclose Certified Sketch Plan also). iii. Open area (open parking space, inner roads, garden etc.) iv. Distance of property from the nearest metro station v. Distance of property from the nearest bus stop vi. Width of the road on which property is located vii. Details regarding natural light and ventilation of building viii. No. of car/two-wheeler parking space offered. ix. Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any along with availability of water facility. x. Details of lifts- their capacity and number xi. Details of available fire safety and security measures xii. Whether separate electricity and having sufficient installed electricity load and water connection? xiii. Sanctioned electricity load xiv. Particulars of completion certificate. Enclose attested / self - certified copy 	

	<p>of completion certificate issued by Competent Authority.</p> <p>xv. Whether the building is air-conditioned- (enclose drawing)</p> <p>xvi. Whether running water, drinking and otherwise is useable, available round the clock.</p> <p>xvii. Whether sanitary and water supply installations have been provided for?</p>	
5.	Total carpet area offered for purchase/rent/lease in sq. ft.	
6.	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).	
7.	No. of lifts / carrying capacity, provide details of model, make etc.	
8.	Number of Toilets - floor wise with details.	
9.	<p>i. Whether electrical installation and fitting, power plugs, switches etc. provided for or not?</p> <p>ii. Number of workstations/computer terminals installed:</p> <p>iii. Whether premises have been provided with air-conditioning / fans?</p> <p>iv. Details of power back-up facility</p>	
10.	Details of Fire Safety Mechanism	
11.	Whether the premises are ready for occupation?	
12.	The period and time when the said accommodation could be made available for occupation (after the approval).	
13.	Provisions for regular repairs, maintenance and special repairs	
14.	Whether the building is earthquake resistant? If so, please provide a certificate from the competent authority.	To check
15.	Any other salient aspect of the premises, which the party may like to mention.	

Signature of Legal
Owner/ Power of
Attorney Holder

List of enclosures:

- 1.
- 2.
- 3.

Enclosed documents wherever required.

I have gone through the various terms and conditions mentioned in the Tender Documents and I agree to abide by them. I*

.....
Son/Daughter

of**.....solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it is correct, complete and truly stated.

Place

Yours faithfully,

:

Signature:

Date:

Name:

Designation:

***Name of full and block letters**

**** Name in full and block letters.**

ANNEXURE-B**SCOPE OF MAINTENANCE**

- Round the clock general security to the premises, access control and regulating visitor movement.
- Periodical maintenance of the building, which includes painting/ cleaning of the exteriors and all the common areas of the building and white wash of all the walls.
- Day to day housekeeping and maintenance of all common areas including pavement, lobbies, staircases, common toilets, landscape, common garden area and provisions of consumables for the same.
- Maintenance of all Elevators including payment of AMC.
- Lighting of common area and provisions of consumables for the same.
- Provision and marking of building directory.
- Maintenance of Water supply and sewerage system.
- Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.
- Provision of signage pertaining to common services.
- Maintenance and running of electric-motors for water pumps installed at the premises.
- Maintenance and running of common DG sets, Air Conditioners and payment of their insurance and AMC.
- Regulating vehicle movement and parking within the premises.
- Maintenance of green area and potted plants.

ANNEXURE-C

STANDARD LEASE AGREEMENT

AN AGREEMENT MADE THIS DAY.....
OF.....Two Thousand and
between

.....
.....
.....

.....hereinafter called 'The Lessor' (Which expression shall include its successors

assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the PRESIDENT OF INDIA (hereinafter referred 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 twenty five and shall, subject to the terms hereof, continue for a term of twelve 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.....(Rupees -----only) per month, which also includes a sum of Rs.....(Rupees -----only) towards maintenance charges 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 the three years only from the date of 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 nonresidential 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 'B' 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 as condition as received, fair wear and tear, damage by fire, act of god, riots or other civil 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 hereinabove.
7. All existing and future rates, taxes including property tax, assessment charges and other out- goings whatsoever of every description in respect of the said premises payable by the owner there of, shall be paid by the Lessor. 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 the 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 a 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, on actual basis, used in 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 expense 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 except 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 at 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 agree 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 be desirous 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 the 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 and 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 term 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 present 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 the 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 authorized to act and nominate arbitrator on behalf of the Government of India.
18. This lease agreement has been executed in duplicate. One counterpart 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 Noand..... is situated on
plot/land bearing Survey
Nos.....and is bounded 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 for
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.

..... And by the
Lessor

(Signature)
Name and address of the
Lessor

In the presence of:

- Witnesses: 1.
2.

In case the Lessor is a company/Firm or Society

Add.....

For and on behalf of....., having authority to sign on behalf of the
 Lessor..... vide resolution dated.....
 Of.....

*Portions which are not applicable may be scored off at the time of filling up of the
 Standard Lease Agreement (SLA) format.*

