



GOVERNMENT OF INDIA
MINISTRY OF FINANCE (DEPARTMENT OF REVENUE)
OFFICE OF THE COMMISSIONER OF CENTRAL GOODS & SERVICES TAX
AUDIT COMMISSIONERATE NOIDA
AT
CGO Complex-II Kamla Nehru Nagar Near Hapur Chungi Ghaziabad
Telephone No: 0120-2703144 email: audit2meerut@gmail.com

C.No. II(03)06/CGST/Audit Noida Building/17/

Dated: 08.09.2017

NOTICE INVITING E-TENDER THROUGH E-PROCUREMENT FOR HIRING OF OFFICE ACCOMODATION ON LEASE/ RENTAL BASIS

On behalf of the President of India, the Commissioner Central Goods & Services Tax Audit Noida, at Ghaziabad invites online Tenders from the Legal Owners and/or their Power of Attorney Holders in the form of the two Bid system i.e. **Technical Bid** and **Financial Bid**, for hiring of **fully furnished** Office Accommodation (as detailed in the Tender documents) located in the following station/ city, at the location mentioned in the table given below for a minimum term of three years with an option to extend it to further term(s):-

S. No.	Type of Office	Name of the Station	Location	Approximate Net Carpet Area (Sq. Ft.)
1	OFFICE OF THE COMMISSIONER OF CENTRAL GOODS & SERVICES TAX AUDIT COMMISSIONERATE NOIDA	Noida, U.P.	Sector-62, Noida, U.P.	Between 10000 to 13000

Note: Net carpet area means area of premises less toilets, passage, walls/columns, stair cases, verandah, lobby, balcony, kitchen, portico, sanitary shafts, lift arches, air conditioner ducts, lofts etc.

The details of space requirement, terms & conditions and other documents are outlined in the Annexure to this e-Tender as under:

- (a) Annexure-I : Tender Acceptance Letter
- (b) Annexure-II : Instructions to Bidders
- (c) Annexure-III : General Terms & Conditions
- (d) Annexure-IV : Technical Bid
- (e) Annexure-V : Financial/ Price Bid
- (f) Annexure-VI : Letter of Offer
- (g) Annexure-VII : Instructions for Online Bid submission
- (h) Annexure- VIII : Draft copy of the Standard Lease Agreement (SLA)
- (i) Annexure-IX : List of required Cabins, Partitions and Cubicles

2. Document Download: The interested Bidders may download the tender documents from the departmental website www.cbpc.gov.in or the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

ePublished Date	08.09.2017
Bid Document Download Start Date	08.09.2017
Bid Submission Start Date	08.09.2017
Clarification Start Date	11.09.2017
Clarification End Date	15.09.2017
Bid Submission End Date	05.10.2017 at 1200 Hrs.
Bid Opening Date (Technical Bid)	05.10.2017 at 1400 Hrs.

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.

3. Bid Submission: Bids shall be submitted online only at Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> with all the requisite documents signed with digital signature (DSC). The Bid documents may be scanned with 100 dpi with black & white option which helps in reducing size of scanned document. Tenderers/ Contractors are advised to follow the “Instructions for online Bid submission” provided in the **Annexure-VII** for online submission of Bids. **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.**

3.1 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.

3.2. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will out rightly be rejected and Earnest Money Deposit would be forfeited and tenderer is liable to be banned. All the pages of Bid being submitted must be signed and sequentially numbered by the bidder/ their authorized representative irrespective of nature of content of the document before uploading.

3.3. It may be noted that, in case of non-uploading of copies of documents specified in the Annexure-III (General Terms & Conditions) and Annexure-IV (Technical Bid) on the CPPP, such technical bid, shall be summarily rejected. The offers submitted through any means other than uploading on the CPPP website <https://eprocure.gov.in/eprocure/app> shall not be considered. No correspondence will be entertained in this matter.

3.4. Conditional Tenders, late tenders, tenders incomplete or not meeting all the tender

conditions specified herein will be rejected. This office reserves the right to accept or reject any tender in part or in full and without assigning any reasons thereof.

4. The tender enquiry documents will be available on official website on <http://eprocure.gov.in> from 11.09.2017 to 15.09.2017. The bidder should raise any doubt/query regarding the tender document on the CPPP website itself.

5. **Earnest Money Deposit:** Earnest Money Deposit of Rs. 1,00,000/- shall be submitted by Bidders by Demand Draft/ Banker's Cheque drawn on a Scheduled Commercial Bank in India payable at Ghaziabad, in favour of the "Commissioner, Central Excise Audit-II, Ghaziabad" and must reach the Tender inviting authority at CGO Complex-II Kamla Nehru Nagar Near Hapur Chungi Ghaziabad-201002 by 12:00 PM on 05.10.2017. Earnest Money Deposit will be returned to the unsuccessful Bidders after 15 days from the end of the selection process without any interest thereupon. However, the Earnest Money Deposit shall be forfeited in case the successful Bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit. Earnest Money Deposit of selected bidder will be returned within 30 (thirty) days after the Lease Agreement is signed. However, if the process of finalizing lease agreement takes time beyond validity of the DD/Banker's cheque, the bidder shall be responsible to submit afresh DD/Banker's cheque.

6. Tenders not accompanied with **Earnest Money Deposit** will be treated as non-responsive and will be rejected at the initial stage itself "as tenders received without Earnest Money Deposit".

7. Intending tenderers are advised to visit the departmental website and the CPPP website regularly till closing date of submission of tenders for any corrigendum/ addendum/ amendment.

8. Bids will be opened as per date/time as mentioned in the **Critical Date Sheet** of Tender/ CPP Portal. After evaluation of Technical Bids online, Bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to successful bidders. The bidders can check the same from the portal. The financial bid of the successful bidders (i.e. qualified in the technical bid) will be decrypted and opened on-line, on the scheduled date by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.

9. **The hard copy of the original instrument in respect of Earnest Money Deposit, certified copies of undertaking/affidavits, certificates and other documents must be delivered to the tender inviting authority in his office on or before bid opening date/ time, as mentioned in critical date sheet.** After opening of technical bid, the original documents as per requirement of the e-Tender document will be verified by this office. This office reserves the rights to seek any document in original related to the premises on hire for verification at any stage of tender process.

10. In the event of any of the above mentioned date being subsequently declared as a

holiday/closed day for this office, the next working day will be the critical date for the event so specified.

11. The bidder/s shall quote rates for the space to be rented only as “Rate per square feet per month” (in both words and figures). This rate shall be exclusive of GST. The lessor would be liable for ensuring compliance with the relevant rules, and regulations as notified by the government in this regard from time to time.

12. In case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bids containing technical bid, financial bid and Earnest Money Deposit in respect of each premises.

For any further details, Shri Sheopat Singh, Assistant Commissioner, Central Goods & Services Tax Audit Commissionerate, Noida or Shri Rajeev Kumar Verma, Superintendent (Admin) Central Goods & Services Tax, Audit Commissionerate, Noida (Telephone No. 0120-2780034) may be contacted. The last date for receipt of Bids is **05.10.2017 at 12.00 Hrs.**

**(Birendra Singh)
Joint Commissioner
Central Goods & Services Tax
Audit Commissionerate, Noida**

Copy to the web master, i/c of www.cbec.gov.in website, Director General of Systems and Data Management, Central Goods & Services Tax, 4th& 5th Floor, Hotel Samarat, Chanakyapuri, Kautilya Marg, New Delhi 110021, for publishing in the official website.

**Asstt. Commissioner (Infra.)
Central Goods & Services Tax
Audit Commissionerate, Noida**

**NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT FOR HIRING OF OFFICE
ACCOMMODATION ON LEASE/ RENTAL BASIS**

ANNEXURE-I

TENDER ACCEPTANCE LETTER

To,

The Commissioner,
Central Goods & Services Tax
Audit Commissionerate, Noida
CGO Complex-II, Kamla Nehru Nagar
Near Hapur Chungi, Ghaziabad

Sir,

Subject: Acceptance of Terms & Conditions of tender for “Hiring of Office Accommodation for Office of the Commissioner of Central Goods & Services Tax Audit Commissionerate, Noida.

Tender Reference No: _____

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned tender from the web site(s) namely _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc., which form part of the tender document and I / we shall abide by the terms / conditions / clauses contained therein.

3. The corrigendum(s), issued from time to time by your department too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason thereof, summarily reject the Bid, without prejudice to any other rights or remedy including the forfeiture of the full Earnest Money Deposit absolutely.

Yours sincerely,

Name & signature with stamp (if any)
of Bidder or Authorized Signatory

INSTRUCTIONS TO THE BIDDERS

NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT FOR HIRING OF OFFICE ACCOMMODATION

ON LEASE/ RENTAL BASIS

ANNEXURE-II

1. The invitation to bid is open to Legal Owners/Power of Attorney holders of properties located in the areas mentioned in the tender document. The prospective bidders should submit their bids strictly in the proforma prescribed in the tender documents.
2. The successful bidder will be declared as 'the lessor' which means and includes not only the bidder but also his legal heirs, successors, successors in office, legal representatives, etc. The Commissioner of Central Goods & Services Tax Audit Commissionerate, Noida will be 'the lessee' for the current Bidding.
3. The bidder is expected to examine all instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish information as required in the bidding document or submission of the bid not substantially responsive to the bidding document in every respect will result in the rejection of the bid.
4. At any time prior to the deadline for submission of bids, the Lessee may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder, modify the Bidding document by a written amendment. The amendment which will be binding shall be available in the Lessee website www.cbec.gov.in or <https://eprocure.gov.in/eprocure/app>.
5. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the lessee, at his discretion, may extend the deadline for the submission of Bids.
6. The Carpet Area as well as the location required are as follows:-

S. No.	Type of Office	Name of the Station	Location	Approximate Net Carpet Area (Sq. Ft.)
1	OFFICE OF THE COMMISSIONER OF CENTRAL GOODS & SERVICES TAX AUDIT COMMISSIONERATE NOIDA	Noida, U.P.	Sector-62, Noida, U.P.	Between 10000 to 13000

Note:- The Hiring Committee in its discretion may make minor addition/ deletion in above mentioned carpet area if need arises.

7. In case a particular bidder owns more than one premises and he wishes to submit bids in respect of such premises, he should submit separate bids containing technical bid, financial bid and Earnest Money Deposit in respect of each premises.
8. The technical bid by the bidder should accompany copies of all the documents mentioned in Annexure-III (General Terms & Conditions) and Annexure-IV (technical bid).

9. The Bid prepared by the Bidder as well as all correspondence and documents should be written in English language and should be typed or written in indelible ink. All the columns of the tender document must be filled in and no column should be left blank. "NIL" or "Not applicable" should be marked, where there is nothing to report.
10. In case of Co-Owners/ Joint Owners, the bid documents i.e. technical bid and financial bid, should be signed by all the Co-Owners/Joint Owners. In case any one of the owners chooses to sign the bid documents, he should invariably submit an authorization to do so from the other remaining owners.
11. The financial bid should comprise of the lease rent component and should be submitted strictly as per the form prescribed in **Annexure-V**.
12. The lease rent should be quoted in Indian rupees only. There should not be any over-writing. The lease rent should be expressed both in words and figures.
13. The financial bid should contain the lease rent payable by the lessee without GST. The GST as applicable will be borne by the lessee. All other taxes/charges/levies etc. shall be borne by the lessor only.
14. As per Section 3 (1) of the Indian Stamp Act, 1899, no Stamp Duty is chargeable when any "Instrument" is executed by, or on behalf of, or in favor of, the Govt. in cases where the Govt. would be liable to pay Duty Chargeable. However, if the registration of Lease Agreement is required by Lessee, all charges including Stamp Duty shall be borne by Lessor.
15. The bid shall remain valid for 180 days after the date of opening of the financial bid. A bid valid for a shorter period may be rejected by the lessee as non responsive. However in exceptional circumstances, the lessee may require the successful bidder's consent for an extension of period of validity. The request and responses thereto shall be made in writing. The bidder may refuse the request without forfeiting the Earnest Money Deposit. The bidder granting the request will not be required nor permitted to modify the bid.
16. The bidder may modify or withdraw its bid after bid submission provided that written notice of the modification or withdrawal is received by the lessee prior to the deadline prescribed for submission of bids.
17. Bids withdrawn after the opening of the technical bid will result in the bidder's forfeiture of its Earnest Money Deposit.
18. During evaluation of the bids, the lessee may at its discretion, ask the bidder for clarification of its bid.
19. The results of the evaluation of the technical bids along with the date of opening of the financial bids will be communicated to the qualifying bidders online on the CPP Portal itself. **The bidder quoting lowest rate per square feet per month of carpet area will be considered as successful bidder.**
20. It should be noted that no negotiations will be carried out except with the lowest bidder

and therefore, most competitive rates should be offered.

21. Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the lower of the two shall be taken as the lease rent. If the bidder does not accept the correction of the errors, as aforesaid, the bid will be rejected, and the Earnest Money Deposit will stand forfeited.
22. In case the bid document submitted has deviations from the specifications or terms and conditions prescribed, the bidder shall describe them in the technical bid and financial bid covers separately (even though the deviations are not material) **otherwise the tender/ bid submitted is liable to be rejected. However, the Hiring Committee may give an opportunity to the bidder to clarify/rectify deviation, if any found, bonafide.** It must be ensured that the price related deviations are not indicated in the technical bid cover in any manner.
23. The Courts of India at Uttar Pradesh will have exclusive jurisdiction to determine any proceeding in relation to this contract.
24. Any misleading or false representation in the bid document noticed at any stage of tender process will lead to disqualification of the bidder at any stage.
25. The bidder should submit Annexure-I (Tender Acceptance Letter), Annexure-II (Instructions to Bidders), Annexure-III (General Terms & Conditions) duly signed on all pages along with the technical bid.

IMPORTANT NOTE

The bidder should refrain from indicating the rents and other financial details in the technical bid and if they do so, the bid shall be rejected in as much as the financial bid shall not be opened and EMD shall be forfeited.

Read and Accepted

Name & signature with stamp (if any) of
Bidder or Authorized Signatory

NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT FOR HIRING OF OFFICE

ACCOMMODATION ON LEASE/ RENTAL BASIS

ANNEXURE-III

GENERAL TERMS AND CONDITIONS

1. The Building must be legally approved for commercial/Corporate/office use and must meet the building norms prescribed by the appropriate Govt. Authority with regard to fire safety, disaster management, structural stability etc.
2. The accommodation offered should be in a building fit for office use either in the same floor or with continuous maximum two floors and located on the road of width minimum 25 Meters (Twenty Five Meters). The building should be suitable for access by the physically handicapped persons.
3. The building should have good facade with contemporaneous elevators (In case of high-rise building). There should be provision of vitrified tiles of reputed brand for flooring. The premises should be fully furnished and in a ready to occupy condition with and elegant false ceiling, Partitions/Cabins/Cubicles, Toilets (toilet facilities, including separate toilets for men & women), as specified in the Tender. However, 15 day's time can be given at the discretion of the Lessee for enabling the Lessor to carry out any minor works etc. as required by the Lessee.
4. The space offered in the building should have separate electricity and water connections, both commercial. The building should have suitable power load sanctioned from the Government. The building should be Centrally Air-Conditioned and should have 24x7 power back-up facility provided by the Lessor. 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 so as to clearly distinguish electricity/water consumption of the Lessee.
5. There should have landline telephone network in the premises for proper functioning of the IT infrastructure.
6. There should be minimum 25 (Twenty Five) reserved car parking and also sufficient space for open car parking outside the building as per the norms for commercial buildings for Government Vehicles and Visitors' Vehicles.
7. The building should be secure enough to protect the government property.
8. The office space should have all required electrical fixtures such as switches, power points, lights (all the lights must be LED's), Central Air Conditioning etc. Lessor shall be ready to lay

cable lines and plug points for computer systems as per department's specification.

9. The lessor will provide the necessary arrangements for the continuous and regular supply of water, drinking as well as for other use, throughout day and night. The lessor will provide electric motor and pump of required capacity as suggested by the lessee. All maintenance charges in this connection except actual electrical consumption consumed by the lessee shall be borne by lessor. The required number of water taps as desired for drinking water will be provided by lessor, in the premises. Water consumption charges/bills of Municipality will be borne by the lessee. The lessor shall provide sanitary, urinals, toilets, hand-wash basin, towel rails etc. on each floor (In case of high-rise building) as per the lessee's requirement exclusively for lessee's use. **Maintenance and running of common DG sets, Central Air Conditioning and payment of their insurance and AMC shall be borne by lessor.**
10. At the beginning of the tenancy, the lessor shall carry out the additions/alterations such as partition, false ceiling, lights, central air conditioning, computer networking, office fixtures (Movable and Immovable) and fittings to suit the lessee's requirements.
11. All internal and external walls should be painted with good quality paint at the time of handing over the premises of the Commissionerate.
12. Distemping of the building, polishing/oil painting of the wood and iron work will be carried out by lessor once in three years. Whenever necessary, the lessor will carry out tenable repairs to the premises. If the lessor fails to do this, the lessee will have right to carry out the repairs and recover the cost from the lessor or from the rent payable to lessor.
13. No alterations should be made in any of the contents of the bid document. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this part are liable to be rejected.
14. An amount of Rs. 1,00,000/- (Rs. One Lac) as Earnest Money Deposit in the shape of Bank Draft/ Bankers cheque in favor of **the Commissioner, Central Excise Audit-II, Ghaziabad** should be pledged and must be submitted in the Office of the Commissioner, Central Goods & Services Tax Audit Commissionerate, Noida at CGO Complex-II, Kamla Nehru Nagar, Near Hapur Chungi, Ghaziabad by 12.00 Hrs. on 05.10.2017, without which the bid will be rejected.
15. The Earnest Money Deposit of the successful Bidder will be returned within 30 days of taking possession of the premises by the Lessee pursuant to signing of the lease deed. However, the said amount will be forfeited, if the successful bidder fails within the time fixed by the Lessee to sign the lease deed or hand over the possession of the premises to the lessee within the prescribed time. In case of other bidders, the Earnest Money Deposit instrument will be returned within 15 days of completion of evaluation of financial bid. No

interest will be payable on this deposit. The lessee reserves the rights to require the bidders to renew the instruments of Earnest Money Deposit for further periods if required in appropriate cases.

16. No bid will be considered unless and until all the uploaded pages / documents comprising the bid are properly signed (and stamped) by the Owner/ Power of Attorney holder. In case some of the pages are not signed due to oversight, the Hiring Committee constituted by the Commissioner of Central Goods & Services Tax Audit Commissionerate, Noida, at its discretion may allow the bidder to sign the documents and submit them in person before opening of the financial bids.
17. After opening of the technical bids online and before evaluation of the same, the Hiring committee shall inspect the premises for verifying whether the offer complies with the technical specifications or **otherwise** and ascertain its suitability for the purpose of setting up of the office and as per technical specifications as provided by the bidder. In case the Hiring Committee finds the premises not suitable for the purpose of setting up of the office, the technical bid submitted by such owner will not be evaluated and the financial bid of the owner will not be opened. Once the premises are inspected, the technical bids of the qualified bidders will be evaluated and the result thereof will be uploaded online on the CPP Portal. Thereafter, a system generated e-mail confirmation will be sent to successful bidders. The bidders can check the same from the portal. The financial bid of the successful bidders (i.e qualified in the technical bid) will be decrypted and opened on-line, on the scheduled date after the pre-scheduled time, mentioned at the time of evaluation of technical bids, by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website. The decision of the Hiring Committee in this matter will be final.
18. In the event of Bid being accepted, the quotations submitted in the financial bid will be incorporated into the lease agreement. The successful bidder should sign lease agreement with office of the Commissioner of Central Goods & Services Tax Audit Commissionerate, Noida, in the prescribed Standard Lease Agreement (SLA) by the Central Government and the successful bidder shall be bound to comply all terms and conditions given in SLA. A draft copy of the Standard Lease Agreement (SLA) is placed at Annexure-VIII.
19. All conditions in the tender document will be enforced unless the bidder/ lessor obtain written order of the lessee relaxing any specific condition in any specific instance.
20. The monthly rent will start as and when possession of the building is taken over by the Lessee. The rent shall be paid as per the lease agreement. No advance payment of rent is made.
21. Lease rentals will be paid to the Lessor on monthly basis calculated for every completed calendar month. The lease rental for a particular month will normally be paid before 20th of the subsequent month.
22. The lease rental shall be subject to TDS as per the provisions of the Income Tax Act in

force and also as per the Goods & Services Tax Acts, as applicable.

23. The lessee will not make any security deposit or any brokerage payment or any other advance payment.
24. **The contract shall come into force from the date when the premises is handed over to the lessee in ready to use condition as per requirement of the lessee provided in the Annexure – IX of this tender.**
25. (a) **The Monthly Rent proposed by the lessor shall be inclusive of cost of Generators/ Power Backup, Central Air Conditioning, False Ceilings, Furnishing including Floorings, Partitions, Cubicles as per Annexure-IX, Reserved Parking, Firefighting System, Fire Alarm, Structural Glazing, Transformers, Lifts, Water Treatment, Sewage Treatment, Cleaning of Water Storages, Monthly/ Annual Maintenance of the Building etc.**
- (b) The Monthly Rent proposed by the Lessor or as fixed by the **CPWD/Competent Authority** on the basis of location or quality of constructions and age of building or as per the negotiation with the lessor, whichever is less will be accepted / fixed.
- (c) 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.
- (d) The lease agreements in the first instance shall be valid for a period of three years after which it can be extended with mutual consent for further periods of 3 years at a time.
- (e) The lease rental shall not be liable to revision during the period of lease. Revision, if any, shall strictly be in terms of the Lease Agreement.
26. The particulars of amenities provided/proposed to be provided inside the property/ building complex should be clearly furnished in the technical bid. The technical bid is required to be submitted along with certified copies of **approved drawings** from respective Municipal Corporation of the given stations/cities authorities or any other competent authority, certified copy of Land Deed, **approved plan of building** and latest Municipal receipts. 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 for verification, if required, at the time of execution of lease agreement.
27. The tender will be acceptable only from owner of the building or persons having valid Power of Attorney. The space offered should be free from all encumbrances/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 chartered account (copy to be submitted online).
28. Any change in the Ownership of the premises shall be notified forthwith by the lessor to the lessee in writing and such change shall not relieve the succeeding owner of liabilities

under this contract.

29. The lessor shall be responsible for carrying out any major/minor repairs, civil including plumbing or electrical. In case the lessor fails to attend to such repairs the lessee will get the repairs done and the amount will be deducted from the lease rent.
30. The lessee shall be responsible for day to day maintenance etc. of the common area of the building hired by the lessee, as the case may be.
31. The lessee shall be responsible for paying the charges for consumption of water and electricity on actual consumption basis other than Central Air-Conditioning.
32. The lessor shall be responsible for payment of property tax and other municipal taxes applicable. In case the lessor fails to pay such taxes, the lessee upon getting notice after due intimation to the lessor shall make the payment to the authorities concerned and the amount will be deducted from the lease rent. The monthly rent per sq. ft. will be quoted by the bidder in the financial bid, which shall be exclusive (minus) of GST. The amount of GST at applicable rate will be reimbursed to the lessor by the lessee.
33. Notwithstanding anything in the terms and conditions, the lessee shall enter into agreement with the lessor in respect of the premises mentioned in the bid only after getting the necessary approvals from the appropriate authorities as per the existing rules of the Government.
34. The carpet area of any floor shall be the covered floor area worked out excluding the portions as mentioned in the technical bid (Annexure-IV).
35. The carpet area will be determined as per the measurement to be made by the authorized personnel of the lessee in consultation with the lessor taking into consideration the exclusions mentioned in para above.
36. The lessee has the right to vacate the leased premises any time before expiry of the lease period after giving three months' notice.
37. The offer of tender shall remain valid for six months. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of area and price and other terms and condition quoted in the technical or financial bids. Such withdrawals/ modifications shall result in forfeiture of the Earnest Money Deposit.
38. All the pages of the tender document should be signed by the owner or his authorized Power of Attorney and uploaded on the CPP Portal <https://eprocure.gov.in/eprocure/app> using Digital Signature Certificate (DSC). Any other cutting or use of white ink should be duly signed by the bidder. In case space in tender document is found to be insufficient, the bidder may use separate sheet to provide full information. However, all such sheets should be duly signed.
39. All existing and future rates, taxes, insurance fee including public liability insurance,

property taxes, assessment charges and other outgoings whatsoever of description in respect of the said premises payable by the owner thereof, shall be continued to be paid by lessor.

40. The kind of "Mortgage" of the property, if any should be clearly reflected in lessor's tender/ offer documents. Copies of documents certifying title of the property/ building complex should be submitted on line.
41. The lease agreement will contain an undertaking that the Lessor shall not during the period of the lease agreement transfer, mortgage, sell or otherwise create any interest in the premises leased affecting Lessee's right of occupation and any of the terms of the lease without the consent of the lessee.
42. Expenses in connection with drafting and execution/ registration of the lease agreement with the concerned authority will be borne by the lessor.
43. Participating in the tender process does not entail any commitment from the department and the department also reserves the right to reject any or all the offers including that of the lowest bidder without assigning any reasons thereof **at any stage**.

Read and accepted.

Name & signature with stamp (if any) of
Bidder or Authorized Signatory

TECHNICAL BID FOR HIRING OF OFFICE ACCOMMODATION

ANNEXURE-IV

S.No.	Particulars	Details (Please tick/ fill up with relevant answers, wherever required)
1.	Status of the owner (Individual/ Partnership Firm/ Company/ Society/ Any other (specify))	
2.	Full particulars of the legal owner of the premises: (make separate entries if Owners are more than one)	
	(i) Name	
	(ii) PAN/GST NO.	
	(iii) Office address & Telephone No.	
	(iv) Residential address & Telephone No.	
	(v) Mobile No.	
	(vi) Tele Fax	
	(vii) Email	
3.	(In case the Bid is not submitted by the legal owner)	
	(i) Full particulars of person(s) offering the premises on rent/ lease	
	(ii) Relationship with the legal owner (enclose power of attorney also if the applicant is other than owner)	
4.	Status of the Bidder (Individual/Partnership Firm/ Company/ Society/ Any other (specify))	
5.	Complete Address and location of the building	
6.	Details of Earnest Money Deposit (EMD) for Rs. 1,00,000/- (Rs. One Lac)	DD No/Bankers Cheque _____ Date _____
7.	Type of building (Commercial/ residential/ mixed use)	
8.	Details of premises/ building (overall)	
	(i) No. of floors	
	(ii) In case the premises offered is in a multi storied building having other tenants, specify the floor(s) in which the premises offered for hire is situated	
	(iii) Total area in each floor including common area i.e. Super Built up area (floor -wise built up area to be furnished)	
	(iv) Carpet area in each floor (enclose certified sketch plan also)	

9.	Date of construction	
10.	Particulars of occupancy certificate. Enclose attested / self - certified copy of occupancy certificate issued by Competent Authority in case of building whose construction is completed.	
	In case of buildings under construction, the same should be submitted within 30 days of communication of acceptance of Bid.	
11.	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)	
12.	Whether Municipal permission to construct premises obtained? (enclose copy of the approved plan/drawing)	(Yes/No)
13.	Total Carpet Area offered for rent in Sq. ft. NOTE : Definition of Carpet area Carpet area is the area of the premises which is covered but excluding the following portions: (i) Walls and columns (ii) Portico / canopy (iii) Sanitary shafts/ toilets (iv) Stair cases (v) Bon Louvre (vi) Lift wells (vii) Air conditioning duct (viii) Balcony (ix) Portion below window sills (x) Lofts (xi) Parking space, whether covered or not (xii) Open terrace (Please mention super builtup/ builtup area along with carpet area with number of floors)	
14.	Type of flooring: (i) For carpet area (ii) For common area	
15.	Covered parking area and also open space for vehicle parking available exclusively for the Department (in Sq. Ft.)/ No. of vehicles for which parking is available for Deptt.	
16.	Whether willing to carry out additions/ alterations/repairs as per specifications/ plan given by the Lessee Whether willing to furnishing as per plan given by the Lessee	(Yes/No)
17.	Other facilities and amenities available in the building	
18.	Type/ model/ company & No. of lifts available and their carrying capacity. Provide details of make	
19.	Clearance/ No Objection Certificate from all the concerned	

	Central/ State/ Municipal Authorities and Fire Department for use as office/ commercial premises conforming the municipality laws	
20.	Whether running water, drinking and otherwise, available round the clock?	(Yes/No)
21.	Whether separate water meter installed	(Yes/No)
22.	Whether Bore well installed	(Yes/No)
23.	Whether separate toilets for ladies and gents are provided	(Yes/No)
24.	Whether separate electricity meter installed	(Yes/No)
25.	Sanctioned Load of electricity meter (KVA)	
26.	Whether electrical installation & fittings, Power plugs, switches of ISI make provided	(Yes/No)
27.	Whether air conditioning (centrally air conditioned or otherwise air conditioned) is provided in the premises proposed for hire	(Yes/No)
28.	Mention whether additional electricity load/ 3 phase electricity connection, if required by the Lessee, will be provided at your cost	(Yes/No)
29.	Details of power backup facility with load	
30.	Whether BSNL/ other landline and network available in the premises	(Yes/No)
31.	Details of fire safety mechanism, if any	
32.	Specify the lease period (minimum three years and provision for extension)	
33.	Whether the building is earthquake resistant, if so, please provide a certificate from the competent authority	
34.	Whether the premises is ready for occupation (Yes/No). If not, the date by which it would be ready for occupation after necessary approvals	
35.	Whether Bidder agrees to provide annual maintenance, if required as per terms & conditions of the Tender, at his own cost	(Yes/No)
36.	Any other salient aspect of the building, which the owner/ Bidder may like to mention or additional facilities/ infrastructure being provided inside the premises being offered on hire	

Name & signature with stamp (if any)
Of Bidder or Authorized Signatory

**NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT FOR HIRING OF OFFICE
ACCOMMODATION ON LEASE/ RENTAL BASIS**

**ANNEXURE-V
FINANCIAL/ PRICE BID**

(a) Price Bid undertaking

(b) Schedule of price Bid in the form of PDF file, which may be recreated in excel format and uploaded after filling in the required information.

(a) PRICE BID UNDERTAKING:

From: (Full name and address of the Bidder) _____

To,

The Commissioner
Central Goods & Services Tax Audit Commissionerate, Noida
C.G.O.-II Complex, Near Hapur Chungi, Ghaziabad-201002

Sir,

- 1) I submit the Price Bid for _____ (Name of the Building/ Premises) _____ as envisaged in the Bid document.
- 2) I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- 3) I offer to rent out accommodation for your office at the rates as indicated in the Price Bid in excel format (Annexure-V) excluding GST(on Rent/lease only)

Yours faithfully

Name & signature with stamp (if any)
Of Bidder or Authorized Signatory

ANNEXURE-V (Part-I)

Tender Inviting Authority : O/o The Commissioner, Central Goods & Services Tax Audit Commissionerate, Noida

Name of the Work: Tender for Hiring of Office Space at Noida(U.P)

Contract No:

Bidder Name:						
PRICE SCHEDULE (This BOQ template must not be modified/ replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for this Tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Carpet Area	Unit (Sq. Ft.)	RATE (Exclusive of GST) in Figures To be entered by the Bidder Rs. (Per Month)	TOTAL AMOUNT (Exclusive of GST) (Per Month)	TOTAL AMOUNT In Words (Exclusive of GST) (Per Month)
1	2	3	4	5	6	7
1	O/o THE COMMISSIONER, CENTRAL GOODS & SERVICES TAX AUDIT COMMISSIONERATE NOIDA					
1.01	Rent for office Building for Central Govt. Office (Central Goods & Services Tax Audit Commissionerate, Noida), Area- Between 10000 to 13000 Sq. Ft., Location- Sector-62, Noida (Uttar Pradesh). The rent will be subject to issue of Fair Rent Certificate by CPWD as per procedure laid down by the, Govt. & it will be applicable for the leased period. All Corporation Taxes, Cess or any other tax applicable (except GST on Rent/lease only) are to be borne by the landlord. The electricity and water bills as per actual consumption to be borne by the Lessee. GST will also be borne by the Lessee as applicable. The proposed Monthly Rent should be as per Para 25(a) of Annexure-III					
Total in Figures						
Quoted Rate in Words						

**OFFER FOR HIRING OF OFFICE ACCOMMODATION FOR CENTRAL GOODS &
SERVICES TAX AUDIT COMMISSIONERATE, NOIDA
ANNEXURE-VI**

From,

To,

The Commissioner
Central Goods & Services Tax
Audit Commissionerate, Noida
C.G.O.-II Complex,
Near Hapur Chungi, Ghaziabad

Sir,

Subject: Offer for premises for Central Goods & Services Tax, Audit Commissionerate, Noida - Reg.

With reference to your advertisement for hiring of office premises on lease/ rent, I/ we have uploaded my/ our offer for the same, as mentioned in the Tender document, as under:

1. Technical bid (Annexure-IV), duly signed along with signed copies of Tender Acceptance Letter (Annexure-I), Instructions to bidders (Annexure-II), General Terms & Conditions (Annexure-III), Earnest Money Deposit in original, documents mentioned in Annexure-III & IV and Letter of Offer (Annexure-VI)
2. Financial bid (Annexure-V) duly signed.

Yours sincerely,

Date:

Name & signature with stamp (if any)
of Bidder or Authorized Signatory

NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT FOR HIRING OF OFFICE

ACCOMMODATION ON LEASE/ RENTAL BASIS

ANNEXURE-VII

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through sms / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique tender ID assigned to each tender, in case

they want to obtain any clarification/ help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/ DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 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/ Earnest Money Deposit as applicable and enter details of the instrument.
- 4) Bidder should prepare the Earnest Money Deposit 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. If the price Bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Once the details have been completed, the Bidder should save it and submit it online, without changing the format.
- 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) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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 no. 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.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

ANNEXURE-VIII

LEASE AGREEMENT

AN AGREEMENT MADE DAY OF
THIS One thousand nine hundred 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, hired it aments 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 inSCHEDULE 'A'
2. The lease shall commence/shall be deemed to have been commenced* on the.....day of.....one thousand nine hundred and..... 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 the 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 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 a 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 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 Govt. 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 of 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 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, 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 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 excepted 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 thereunder 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.

ANNEXURE-IX
List of Partitions/Cabins/Cubicles required (Approx)

Officer/ Branch	Room	Area (Approx)	Total Area (Approx)
COMMISSIONER	1	250	250
Conf. Room attached to the Commr's Room	1	250	250
Joint Commissioner	2	200	400
Assistant Commissioner	10	150	1500
PA to Commissioner & JC	1	200	200
Hqrs. Superintendent's Rooms	6	150	900
Hqrs. Inspector's Rooms	6	200	1200
Despatch	1	100	100
Reception	1	300	300
Ladies Rest Room	1	150	150
Photo-copies Room	1	150	150
MCM Room	1	1000	1000
Utilities Room	1	200	200
Pantry Room	1	200	200
Guard Room	1	100	100
Record Room	1	200	200
store Room	1	200	200
Recreation Room	1	300	300
Groups Cubicals	12	150	1800

Note:- Actual design and area to be finalized as per architect's design.