



Vigyan Prasar
A-50 Institutional Area Sector-62 Noida (UP)
(An autonomous organisation of the department of science and Technology)

VP/019/STR/Empanelment/2017

Date: 13 February 2019

Notice Inviting Tender

NOTICE INVITING TENDER FOR HIRING OFFICE SPACE ON RENT AT BASIS IN PRIVATE SUITABLE COMMERCIAL/Institutional/Office BUILDING FOR SETTING UP AN OFFICE FOR CARRYING OUT ITS ACTIVITIES OF VIGYAN PRASAR.

1. Vigyan Prasar, an autonomous organisation of the Department of Science and Technology requires office accommodation on rental basis within the jurisdiction Noida/Delhi preferably located carry out its various knowledge based, internet-based and technology-driven projects.
2. The carpet area required is 10000sq. ft. approximately.
3. Interested owners/custodian/ Estate Managers or real estate firms (Authorised by the Owners) of the proposed premises, are advised to obtain the Tender document containing the detailed terms and conditions along with the proforma for Technical bid and Financial Bid from Vigyan Prasar, A-50 Institutional Area Sector 62 Noida (UP). The proposal/quotation should be neatly typed. Overwriting, alterations etc. in the bid should be avoided. Technical and financial bids must be separately enveloped. Both envelopes should be enclosed in larger envelope duly sealed and superscribing "**NIT for hiring office space on rent**". An Earnest Money Deposit (EMD) of Rs.1,20,000 (Rupees One Lakh Twenty Thousand only) must be submitted in the form of Demand Draft/Cheque/Bank Guarantee.

The complete proposal should reach the **Registrar, Vigyan Prasar, A-50, Institutional Area, Sector-62, Noida (UP) at 5.30 PM latest by 5 March 2019** with the attested copies of the ownership documents of the premises, copy of the building plans approved by the respective authorities and up to date receipts of the payments of Municipal/property Tax of

the proposed premises, by speed post/courier or directly.

5. The tenders so received shall be opened on **7th March , 2019 on 11.00 AM** in the Vigyan Prasar, A-50 Institutional Area Sector 62 Noida (UP).
6. Director, Vigyan Prasar, reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Registrar

Encl:

1. Instructions to Bidders (Annexure A)
2. Terms and conditions (Annexure B)
3. Proforma for Technical bid (Annexure C)
4. Proforma for Financial bid (Annexure D)
5. Proforma for Bank Guarantee (Annexure E)
6. **UNDERTAKEING regarding** limit of rent to the 'Fair Rent'
7. Standard Lease Agreement (LSA) notification by Directorate of Urban Development OM No: 16011/1/2011-Pol III dated 18.02.2016 (Annexure F)

Annexure -A

INSTRUCTIONS TO BIDDERS:

1. The bidder has to sign on all the papers of the bid given to Vigyan Prasar Noida.
2. Technical and financial bids must be separately enveloped.
3. Any deviation/additional information/ Annexure have to be submitted in Technical bid.
4. The price bid/financial bid shall contain the proforma given in ‘Annexure–D’ only and shall not contain any other information/ document and shall be in sealed envelope.
5. Interested bidders may visit the office of Vigyan Prasar during office hours for any clarifications before submission of the bid.
6. The bidder has to meet the Bid Evaluation Criteria for qualification purpose.
7. Bids received after 5.30 PM on 5th March 2019 shall not be entertained.
8. After opening of Technical Bid, the original documents as per requirement of the tender document may be verified by this office during technical evaluation of the bids. This office reserves the right to seek any document in original related to the premises on hire for verification at any stage of tender process.
9. In the event of any of the above-mentioned dates being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time.
10. The Bidder(s) shall quote rates for the space to be rented only as “Rate per square foot per month” as well as Total rent per month.
11. In case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he/she should submit separate bids containing technical bid, financial bid and EMD in respect of each premises.
12. 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/Power of Attorney to do so from the remaining owners.
13. Vigyan Prasar reserves the right to cancel the tendering process at any stage, should it become necessary, without citing any reason whatsoever to any bidder in this regard.
14. The premises, if fully furnished (plug and play), would be considered more suitable in view of other necessary office requirements. Bidder may show his willingness to provide fully furnished premises as per requirement of Vigyan Prasar.
15. Lessee reserves the right to setup additional Generator sets and other electrical fittings in the premises/common areas of building as required from time to time for which the successful bidder shall facilitate such installations at no additional cost to the Lessee.

16. Lessee reserves the right during the lease period/extended lease period to carry out further suitable alterations by way of partitions, office fixtures, fittings, etc. for the effective use of the office space hired.
17. No commission/agency charges will be payable by Vigyan Prasar to any Estate Manager(s) or real estate firms over and above the rent.
18. Lessee would require the following layout for its intended office. However, the layout given below is an act of approximation and may be vary according to the property finalised at the end of this tender process:

Directors Room	1 (One)
Executive Cabins- Category-1	12 (Twelve)
Executive Cabins- Category II	8 (Eight)
Cubicals with twin sharing	6 (Six)
Workstations (Big)	16 (Sixteen)
Workstations (General)	65 (Sixty Five)
Conference Rooms	2 (Two) (30 seater + 10 seater)
Meeting Room	1 (One) (6 seater)
Reception	1 (One) – (With Sofa – 2 seater)
Server Cabin	1 (One)
UPS Room	1 (One)
Cafeteria cum Wet Pantry	(20 seater)
Rest Room (Male)	3 Urinals + 2 W/C
Rest Room (Female)	3 W/C

Key Events and Dates.

Sr.	Information	Details
1	NIT release date	13 February, 2019
2	Last date (deadline) for submission of bids	5 March,2019 5.30 PM
3	Technical Bid opening date	7 March 2019, 11 AM
4	Opening of Commercial Proposal	To be intimated.
5	Correspondence details	Registrar, Vigyan Prasar, A-50 Institutional Area Sector-62, Noida (UP) - 201307
6	Contact person for any clarification	Administrative Officer Vigyan Prasar, A-50 Institutional Area Sector-62, Noida (UP) - 201307

The bid should reach Vigyan Prasar, A-50, Institutional Area, Sector-62, Noida (UP) **by 5.30 PM on or before 5 March 2019**, in a sealed envelope super scribing on envelope “**NIT for hiring office space on rent.**” along with the terms and conditions of payment and delivery etc.

Earnest Money Deposit (EMD)

The Earnest Money Deposit(EMD)for an amount of Rs.1,20,000 (Rupees One Lakh Twenty Thousand Only) shall be submitted by the bidder in the form of crossed Bank Demand Draft/ Banker's Cheque drawn on any Nationalized/Scheduled bank in favour of Vigyan Prasar, Noida, Payable at Noida. Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Commercial Bank.

Note:

1. Validity of EMD if submitted through Bank Guarantee shall be valid for 3 months beyond the bid due date.
2. EMD of unsuccessful bidders shall be returned after placement of order to the successful bidder. EMD of the successful bidder shall be returned after possession of hired office space by Vigyan Prasar.

Evaluation Criteria: The broad guidelines for evaluation of bids would be as follows:

Pre-qualification Criteria: Only those bids would be evaluated which are found to be fulfilling all the eligibility and qualifying requirements as below:

Particulars	Relevant Documents
Profile of the bidder (Location of the Premises)	Noida/Delhi
All Encumbrances-free premises	Relevant Certificates like a) Occupation Certificate, b) Fire safety certificate, c) Property Tax receipt (if applicable). d) Any other relevant Certificate
Premises Should not have any legal matters pending on the premises.	Self-certification & title report from an advocate.

Technical / Financial Evaluation:-

1. Suitability of the location/premises would be carried out by a committee formulated by Vigyan Prasar.
2. All bidders scoring minimum of 70Marks&above shall be applicable for further evaluation & opening of financial bids.

Technical Evaluation

Sr.	Particulars	Marks	
1.	Location of Premises based on the distance from DST, New Delhi/. Vigyan Prasar,Noida ,	30 Marks	
	Distance from DST/ VP less than 1 KM		30
	Distance from DST/ VP between more than 1 to 4 KM		25
	Distance from DST/ VP between 4 km to 8 KM		20
	Distance from DST/ VP between 8 to 10 KM		15
	Distance from DST/ VP between 10 to 15 KM		10
	Distance from DST/ VP between 15 to 20 KM		5
2.	Accessibility of the premises - proximity from the nearest Metro station and ease of access by other modes of public transport & also its overall suitability for Vigyan Prasar (VP)	20	
	Within one KM of Metro station and Train station and bus Stop		20
	Between 1 to 2 Kms of Metro station and Train station		17
	Between 2 to 3 Kms of Metro station and Train station		15
	Located at More than 4 kms of Metro but accessible by other modes of state run/managed public transport such as buses regularly maximum at a frequency of 10 mins		10
3	Age of the property,	25 Marks	
	Age of property being less than five years and having other public sector entities in the complex		25
	Age of property being less than five years but not having other public sector entities in the complex		21
	Age of property being more than five years but less than eight years and having other public sector entities in the complex		20
	Age of property being more than five years but less than eight years and not having any other public sector entities in the complex		17
	Age of property being more than eight years but less than sixteen years and having other public sector entities in the complex		16

	Age of property being more than eight years but less than sixteen years and not having any other public sector entities in the complex	12	
	Age of property being more than sixteen years but less than twenty four years and having other public sector entities in the complex	10	
	Age of property being more than sixteen years but less than twenty four years and not having other public sector entities in the complex	8	
4	Profile of the Bidders (Property Owner/leaser/Agent)		10 Marks
	In case the builders/owner is a Govt. Department/PSE/Local Body/housing boards and other similar bodies	10	
5	Availability of Space offered at same floor		5 Marks
6	Photographs of the Premises and Site visit of the Premises by technical Evaluation Committee to evaluate in terms of Suitability of the premises for ease of carrying office Work		10 Marks

Financial Evaluation

The lowest Bid (L1) will be based on the lowest combined score (CS) after considering the Price quoted Format given in Annexure D on this NIT and the Technical scores referred above . Financial bids of all short-listed applicants who score 70 marks and above will be opened. The opening of Financial Proposal shall be done in presence of respective representative of applicants who choose to remain present. VP will not entertain any query or clarification from applicants who fail to qualify at any stage of selection process.

All short listed applicants would be assigned financial score. For financial evaluation, the total cost indicated in the Financial Proposal, excluding Service Tax, will be considered. Proposers who have quoted more than the estimate budget will be rejected. Each Financial Proposal will be assigned a financial score as detailed below:

The lowest financial proposal (L1) will be awarded 100 % score. The financial scores of other proposals will be computed as follows: Financial Score of a bidder = {(Financial Bid of L1/Financial bid of the Bidder) X 100}% (adjusted to 2 decimals)

Proposals will finally be ranked according to their combined technical and financial scores (CS) as follows:

CS= Technical Score X 0.7 + Financial Score X 0.3

Weight assigned to technical and financial Proposals that shall be 0.7 and 0.3 respectively.

Generally, the successful applicant will be the applicant having the highest combined Score. The second highest Applicant will be kept in reserve and may be invited for negotiations in case the first-ranked applicant withdraws or is not selected for any reason.

Example of scoring and evaluation of Tender:

The marks scored by Bidders in the technical evaluation will be given a weightage of 70. Similarly, the financial bids of the Bidders will be given a weightage of 30. The lowest financial proposal (L1) will be awarded 100 % score. Illustration of scoring criteria: Assume 3 participating Bidders have total technical scores as per column (3) in table below and in case of rates, the total rates quotes is as under:

SN. (1)	Description (2)	Total Technical Scores(3)	Rate quotes (say in Rs.) Financial scores (4)	Financial Score of a bidder= (Financial Bid of L1/Financial bid of the Bidder)X100}%
1	Bidder 1	80	60	(50/60)X100= 83.33
2	Bidder 2	75	55	(50/55)X100= 90.90
3	Bidder 3	70	50	(50/50)X100= 100

The Bidder scoring minimum rates in the financial scores i.e. 50 scoring point will be awarded 100 % score and the other bidders will be worked out on proportionate basis and thereafter weightage. Their combined technical and financial scores (CS) as follows:

(CS obtained by firm = **Technical Score X 0.7 + Financial Score X 0.3**)
 CS obtained by Bidder A = $80 \times 0.7 + 83.33 \times 0.3 = 56 + 24.999 = 80.999$ (CS1)
 CS obtained by Bidder B = $75 \times 0.7 + 90.90 \times 0.3 = 52.5 + 27.27 = 79.77$ (CS2)
 CS obtained by Bidder C = $70 \times 0.7 + 100 \times 0.3 = 49 + 30 = 79.00$ (CS3)

ANNEXURE -B

TERMS AND CONDITIONS:

1. The owner/custodian of the approved premises shall have to execute the Standards Lease Agreement issued by the **Directorate of Estates vide** (Annexure F), with Vigyan Prasar, Noida.
2. The rent and terms & conditions shall be governed by the rent Reasonable Certificate to be issued by CPWD/CCW and the approval of the competent authority. In addition to the Terms & conditions contained in the OM referred above, following terms & conditions shall also constitute the part of the NIT:
 3. **Payments:**
 1. Payment towards monthly rent shall be made by Vigyan Prasar, Noida. Payment would be against pre-receipted bills as per the rental agreement to be executed between Vigyan Prasar and the legal owner of the building.
 2. Payment will be made on monthly basis through bank transfer on submission of bank account details by the owner/landlord.
 4. **Arbitration & Penalty:**
 1. All disputes in connection with the execution of the contract shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under shall be applicable to such proceedings. The arbitration proceedings shall take place in Delhi only.
 2. All instances of penalty shall be as per the decision made by the Arbitrator to such effect.
 5. **Cancellation:** Vigyan Prasar reserves the right to cancel the lease agreement at anytime after the expiry of two years by giving 2 months' notice to the lessor, without furnishing any reason.
 6. **Revision in rent:** The rent revision shall be governed by the terms and conditions contained in the O.M.16011/1/2011-Poll.IIIof Directorate of Estates dated18.02.2016 and the approval of the competent authority.

ANNEXURE – C

PROFORMA FOR TECHNICAL BID: DETAILS OF OFFER FOR LEASE

**To be submitted in a separate sealed envelope superscribed
“Technical Bid”**

1	Date of Advertisement	
2	Details of Owner/Landlord	
2.1	Name	
2.2	Address	
2.3	Telephone / Mobile No.	
2.4	Fax No. of any)	
2.5	E-mail address	
2.6	Name of contact Person & Phone No.	
3.0	Details of the Property	
3.1	Address and locality in which the Property is situated	
3.2	Enclose a copy of Floor plan of the premises offered	
3.3	Usage of property as Approved by Local Authorities (Strikeout) whichever is not applicable) Type of structure (Strike out whichever is not applicable)	Residential/ Commercial/ Residential & Commercial shopping Centre/ Shop cum office.
3.4	Type of structure (Strike out whichever is not applicable)	Load Bearing structure/RCC framed
3.5	Number of floors in the building and the floors on which the premises offered.	_____ Floors in the building.
3.6	Floor-wise rentable area (inner to inner dimension of the external walls i.e. the usable floor area at any floor level and includes all internal partitions, walls columns, door jams balconies, bathrooms, lavatories, kitchen, pantry and includes external walls, balconies, portico/canopy, external staircase, lofts, sanitary shafts, lift well space below the window will box louver, AC shafts etc, of the premises offered.	I) Basement Sq.ft._____ II) Ground floor Sq.ft.____ III) First floor sq.ft._____ IV) Second floor sq.ft._____ V) Third floorsq.ft._____
3.7	Whether the building plan approved by the local authorities or not and enclosed the copy	
3.8	Whether the construction of the building/premises offered completed or not. If under construction, state the time period required for its completion.	Completed in _____ /under construction and will be ready on_____.

3.9	If building premises offered is completed, confirm that the construction is done as per approved building plan and if not state the deviations from the approved plan.	Completed as per approved plan/ completed with deviations are as under. _____
3.10	Whether the premises is ready for occupation and completion/ occupation certificate obtained from the concerned authorities. If yes enclose a copy of the same and if not state the present status and time period required for obtaining of the same.	Ready for occupation and completion and occupation certificate already obtained/ _____ completion and occupation certificate will be obtained within ____days.
4.0	Amenities / Facilities provided.	
4.1	Whether municipal water supply available or not. If not state the other source of water supply.	Yes/ No other sources
4.2	Whether sanitary facilities (Toilets/ bathrooms/ WC) available within the premises offered.	Yes/ No _____ Toilets/ Bathrooms/WC.
4.3	Whether separate 3 phase electric power supply available or not. If available state the sanctioned power load.	Yes/No _____ KVA
4.4	Whether inclusive parking space is available for Bureaus staff and customers or not. If yes indicate approximate area of inclusive parking space offered.	Yes/No
4.5	Whether the premises offered is centrally air conditioned or not	Yes/No
4.6	Whether lift facility available or not.	Yes/No
4.7	Stand by Generator arrangement if any.	Yes/No
4.8	Firefighting arrangement if any	Yes/No
4.9	Security arrangement if any.	Yes/No
4.10	Please Mention if any other facility is Provided	Yes/No.
5.0	Lease Term & Loan	
5.1	Lease Period offered	_____ Years
5.2	Period of initial lease (Generally 3 Years)	_____ Years
5.3	Number of renewal option	_____ options
5.4	Any other document	

Place:

Date:

Signature of Owner/ Landlord

Note: Carpet area will be considered for usable area excluding open balcony, terraces, garden area & parking.

ANNEXURE -D

PROFORMA FOR FINANCIAL BID: OFFER FOR LEASING OF PREMISES (To be submitted in a separate sealed envelope super-scribed 'Financial Bid')

With reference to your advertisement in the newspaper/ Dated _____, I / We hereby offer the premises owned by me/us for housing your office on lease basis as per terms and conditions and other details furnished in the technical bid.

The general information of the premises offered to Vigyan Prasar on lease and the rent per Sq. ft. of rentable area is as under:

S.No.	Details of Accommodation	Total Carpet Area	Total Super Area	Rate Quoted(per sq ft)	Total Area (sq ft)	Rent Per Month (Rs.)
	Taxes if any					
	Total Rent per month					

The rent quoted is inclusive of all taxes.

Note:-

1. The rent quoted by the bidder shall be limited to the Rent assessed by CPWD as per the Fair Rent Certificate issued by them. An Undertaking is to be submitted by the applicant to that effect.
2. The selection of the bidder shall be basis the lowest quote (Grand total).
3. All the property tax & relevant Government fees every year shall be paid in time by the bidder.
4. Agreement once made shall be valid for a period of 3 Years which may be extended on mutually agreed terms in consonance with instructions issued by Government of India from time to time.
5. Monthly rent should be exclusive of all maintenance charges apart from electricity and telephone/internet bills. Maintenance charges, will however, only be subject to change with rent during the period of lease. It will not be increased more than the increase in rent.
6. Rate quoted above should be exclusive of GST.
7. Parking Charges to be mentioned separately.

Place:

Date:

Signature of owner/Landlord.

ANNEXURE - E

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE /BANK GUARANTEE

<<On Rs. 500 Stamp paper>>

To,

Registrar
Vigyan Prasar
A-50 Institutional Area Sector-62 Noida

Whereas < name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # < RFP Number > dated <insert date > for <Name of the assignment> hereinafter called "the Bid") to <Nodal Agency>

Know all Men by these presents that we << >> having our office at <Address> (hereinafter called "the Bank") are bound unto the <nodal agency > (hereinafter called "the Purchaser") in the sum of Rs. 120000 (Rupees One lakh and Twenty Thousand only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this < insert date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <> and including <> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <120000> (Rupees <One lakh and Twenty Thousand> only)
- II. This Bank Guarantee shall be valid upto <insert date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

ANNEXURE F

UNDERTAKEING

I / We hereby undertake that I / we agree that the rate quoted by me / us towards the offer of Office Accommodation may be limited to the 'Fair Rent' rate as assessed by CPWD as per the issue of Fair Rent Certificate and further agree that I / We shall abide by all the 'Terms & Conditions of the Tender Document' and Clauses of 'Standard Lease Agreement'.

Signature of the owner / bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s). (also indicate the category in which signing, whether on his own behalf or as Power of Attorney / Authorized

Signatory of the owner.)

ANNEXURE G

F. No. 16011/1/2011-Pol.III
Govt. of India
Ministry of Urban Development
Directorate of Estates
(Policy-III Section)

Nirman Bhawan, New Delhi
Dated the 18th Feb, 2016.

Office Memorandum

Subject: Standard Lease Agreement (SLA) for hiring of private building by the Central Govt. for office accommodation - Reg.

The undersigned is directed to refer to this Directorates OM No. 16011/1/2000-Pol.III, dated 3rd Sept, 2001 on the above subject. References are received from various Ministries / Departments regarding the applicability of SLA, especially the rental increment per annum of 8% (non-residential purpose) as laid down in para 3 of the said SLA, towards the public property to be hired by any central government ministries/departments on lease basis for their office requirement.'

2. In this regard, it is clarified that the SLA has been prescribed for the convenience of various central government Ministries/Departments to hire private property on lease basis for office purposes. As such, it is not applicable to public property. This Directorate has not devised any guidelines or SLA for hiring Public property by various Ministries! Departments for their office requirement. Similarly, the requirement of 'Rent Reasonableness Certificate from CPWD for fixing the rent in respect of public property has also not been prescribed by this Directorate.
3. Further, as per para 3 of SLA, the rate of rent agreed upon is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision. In case the owner of the property demanding more than 5% increase per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation), then the concerned department may decide whether to go for renewal as per the demand of owner of private property or new lease as per the fresh RRC of CPWD, whichever is less. Moreover, the Ministries/Departments have full powers of incurring expenditure on hiring of accommodation, keeping in view their own needs and availability of accommodation in the locality. The Ministries/Departments may negotiate and fix the rent at their end in consultation with their integrated Finance Division.
4. All the Ministries/Departments are also advised to decide the issue of hiring of private/public property on lease basis for their office requirement in consultation with their concerned Integral Finance Division (IFD) of the Ministries/Departments after duly taking into account the office space requirement as prescribed by this Directorate vide OM No. 11015/1/98-PolI, dated 20.2.2014 (available in this Directorates' website: estates.nic.in under 'Policy Order').

sd/-
(Swarnali Banerjee)
Deputy Director of Estates(Policy)

**F.No.16011/1/2000-Pol-III
Government of India
Directorate of Estates**

New Delhi, the 3rd Sep, 2001.

OFFICE MEMORANDUM

Subject:- Reassessment of reasonable rent of private buildings hired by the Central Govt.

The undersigned is directed to refer to the Dte. of Estates' O.M. no.16011(3)/82-Pol. III dated 1.10.99 on the subject cited above and to say that the Standard Lease Agreement (SLA) which is entered into by the Govt. with the owners of the private buildings taken on lease by the Govt. for office accommodation has been modified in consultation with the Ministry of Law and Ministry of Finance. Amendment in the existing SLA had been brought by adding provisos below Clause-14. The revised Standard Lease Agreement format is enclosed. It is, however emphasised that all efforts should be made to either terminate or renew the lease period before it expires and the cases requiring invoking the now incorporated provision should be resorted to only in exceptional cases treating it as an enabling provision.

**-Sd-
(HARBANS SINGH)
Addl. Director of Estates**

To

- 1) All Ministries/Department of Govt. of India.**
- 2) C & AG of India, New Delhi.**
- 3) Finance Division (W & E Unit), Min. of Urban Development and Poverty Alleviation.**
- 4) Director (P&WA), DG (Works), CPWD.**
- 5) DG (Works), CPWD (WI & WII) Sections, Nirman Bhavan, New Delhi**

LEASE AGREEMENT/SLA FORMAT

AN AGREEMENT MADE THIS.....DAY.....OF.....One thousand nine hundred and.....between.....

Herein after 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 one thousand nine hundred and and shall, subject to the terms thereof, continue for a term of..... year 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 thereof, 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 '13' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good 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 there of, 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 there under shall be applicable to such arbitration proceedings which shall be held at .The arbitration proceedings shall be conducted in Hindi/English/*.The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the Government of India.

18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.