

## OFFER LETTER

To

The Under Secretary (Admn.IIB)  
Department of Science and Technology,  
Government of India, Technology Bhavan,  
New Mehrauli Road, New Delhi. 110016

Sir,

**Subject: Hiring of office accommodation for Science and Engineering Research Board (SERB), Department of Science and Technology, Govt. of India.**

**Reference: Your Tender Notice No. D-11029/01/2009-Admn.II(B) published in newspapers / website.**

1. With reference to your Tender Notice calling for offers for hiring of office accommodation for Science and Engineering Research Board (SERB), I / we hereby submit my / our offer as follows :

- a) Technical Bid – Annexure A (in separate sealed cover along with EMD of Rs.50,000/- & other documents) (Cover I)
- b) Financial Bid – Annexure B (in separate sealed cover) (Cover II)

The two sealed covers containing technical bids and financial bids referred to above have been put in main cover (Cover III) as required.

2. I hereby undertake to abide by various terms and conditions contained in your letter no. D-11029/01/2009-Admn.II(B) dated 18.2.2010 calling for offers. (Copy, duly signed, enclosed).

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

4. I also express my willingness to sign the lease deed / agreement as per the sample enclosed with the technical bid, with suitable modifications to incorporate terms and conditions mentioned in the tender document.

Yours sincerely,

Date:

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 / Authorised Signatory of the owner.)

Note:- Please put this offer letter in Cover I (containing Technical Bid) along with other required documents.

**ANNEXURE 'A'**

**Subject: Hiring of office accommodation for Science and Engineering Research Board (SERB), Department of Science and Technology, Govt. of India.**

**TECHNICAL BID**

(Attach extra sheets, if required, which should also be signed)

<b>Sl.No.</b>	<b>Particulars</b>	<b>Details (Please tick / fill up with relevant answers, wherever required)</b>
1.	Name of the person / party submitting the bid (hereinafter referred to as the bidder)	
2.	Status of the bidder (Individual / Partnership Firm / Company / Society / Any other (Specify))	
3.	Name of the person / party holding title to the property (hereinafter referred to as the owner)	
4.	Status of owner (Individual / Partnership Firm / Company / Society / Any other (Specify))	
5.	Whether the bidder is himself the owner of building / property offered on rent or Power of Attorney / duly Authorised signatory of owner	
6.	Are you submitting bid on your own behalf or as Power of Attorney / Authorised signatory of the owner (Specify clearly)	
<b>7.</b>	<b>Contact details of the bidder</b>	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. with STD code, including Mobile Number	
7.4	Fax Nos. with STD code	

<b>8.</b>	<b>Contact details of the owner (if different from bidder)</b>	
8.1	Name	
8.2	Complete Postal Address	
8.3	Telephone Nos. with STD code, including Mobile Number	
8.4	Fax Nos. with STD code	
<b>9.</b>	<b>Details of the building / office space offered</b>	
9.1	Total Plot area of the property offered (complete land area including open spaces, constructed area within the boundary of property offered on rent) (in sq. feet)	
9.2	Total carpet area (area on which building(s), permanent structures are located) (in sq. feet)	
9.3	Open area (open parking space, inner roads, garden, etc.) (Sl. No. 9.1-Sl. No. 9.2)	
9.4	Total built up area / covered area (total of all floors) (excluding underground / covered parking areas) (in sq. feet)	
9.5	Covered parking area (garages, underground parking etc.), if any	
9.6	Total covered / built-up area (Sl. No. 9.4 + Sl. No. 9.5)	
9.7	Distance of the property from DST (Technology Bhavan (in Kms.)	
9.8	Is building having 'office use' as permissible use by competent authority / civic body	Yes / No

<b>10.</b>	<b>Have you enclosed following documents alongwith this offer</b>	
10.1	Copy of the building plan, duly approved by the competent authority / Govt., as the case may be (for example DDA, MCD, NDMC, other competent authority)	Yes / No
10.2	If bidding as Power of Attorney of owner, copy of duly constituted Power of Attorney. If bidding as authorized signatory of company / partnership firm, copy of requisite Board Resolution / Authority Letter, etc.	Yes / No
10.3	If the owner or the Power of Attorney of the owner is a partnership firm or a company / society etc, copy of the partnership deed or Memorandum / Articles of Association of the Company / Registration Certificate / Bye laws etc. of the society, Board Resolution (If bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney need to be submitted).	Yes / No
10.4	Any other relevant documents (Please specify)	
<b>11.</b>	<b>Further details relating to the property</b>	
11.1.	Details of the 100% power backup, if available, otherwise mention not available	
11.2.	Details of the air conditioning available, if not available, please specify whether the bidder would be willing to provide complete air conditioning at his cost and at the same terms and conditions and rent indicated in his bid.	
11.3.	Number of parking space for car / vehicles available (please note that offer will be considered only if the owner / bidder has a parking space of at least 20 cars / vehicles, preferably within the same building campus, at one place under his ownership. Public parking places on road or any other nearby public area will not be counted for this purpose. Details of covered / underground parking space (if any) and open parking space may be indicated separately	

11.4.	Whether it is an independent building for exclusive use by SERB without sharing with any other user, give details	
11.5.	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any)	
11.6.	If the building already has rooms / partitions, give details of each of the room / cabin in terms of its size	
11.7.	Details of any other temporary structure(s) build up area within the campus of property offered, if any	
11.8.	Whether the proposed property / building is free from all encumbrances, claims, litigations etc., if not give details	Yes / No
11.9.	Whether the proposed building / property is physically vacant and available for ready to occupy	Yes / No
11.10.	Whether the owner / bidder would be willing to undertake basic maintenance in terms of painting, whitewashing etc before occupation by SERB, if required, at his cost.	Yes / No
11.11.	Whether all Govt. dues including property tax, electricity, telephone, water bills, etc. have been duly paid upto date. (enclose documentary proof for the same)	Yes / No
11.12.	Whether sufficient number of water storage tanks of adequate capacity are available on the roof, if yes give details alongwith storage capacity	Yes / No
11.13.	Whether the owner / bidder is a near relative of any personnel of SERB or DST, if yes give details.	Yes / No
11.14.	Whether owner or bidder has any other official dealings with SERB or DST, if yes give details.	Yes / No

11.15.	Whether owner / bidder is prepared to execute the lease deed as per the sample format given at Annexure I.	Yes / No
11.16.	Whether bidder / owner wishes to change any condition / clause of the draft lease deed, if yes, list each point clearly with reasons / justification thereof (it may be noted that any demand on the part of the bidder for a material change / modification in the lease deed cannot be accepted and may have the consequence of making his bid ineligible for consideration.)	
11.17.	Whether proper access from road is available	
11.18.	Any other detail / information which owner / bidder may wish to furnish.	

Date:

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 / Authorised Signatory of the owner.)

Note :

1. Please note that total covered / built-up area mentioned under point 9.6 should tally with the covered / built-up area shown in Sl. no. 2 of the financial bid.
2. Built-up / covered area for the purpose of this bid would mean total built-up area of all floors of main building, built-up area of permanent garages, underground parking, other permanent structure(s), if any.

**ANNEXURE 'B'**

**Subject: Hiring of office accommodation for Science and Engineering Research Board (SERB), Department of Science and Technology, Govt. of India.**

**FINANCIAL BIDS**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Details (Amount in Rs. ) (In figures and words)</b>
1.	<b>Total monthly rent (lumpsum) for the 'entire property' offered for rent</b> (including build up / covered area, of the building, any other permanent structure(s), parking space (including covered, underground, open parking spaces) as well as any other open area, inner roads, garden area etc.) within the complex of the property offered	
2.	Total Built up / covered area, including covered / underground parking area, if any (in sq. ft.)	
3.	Rate per sq. ft. (Sl. No. 1 divided by Sl. No. 2)	

Date:

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 / Authorised Signatory of the owner.)

Notes:

1. Per square feet rate indicated at Sl. No.3, which is to be calculated with reference to total covered / built-up area only, and the total monthly rent quoted in Sl. No.1 for the entire property offered, will be used for comparison / reference / evaluation purposes. Hence, it must be ensured that total built-up/ covered area is correctly reflected in Sl. No.2 and it should tally with the total covered / built-up area shown in Sl. No.9.6 of the technical bid. Furnishing of wrong details of built-up area / covered area available in Sl. No.2 above can lead to rejection of bid. Lump-sum rate quoted against Sl. No. 1 would be taken as the "offered bid price" for the entire property offered on rent, including all open spaces, open parking area, garden area, etc. and no additional amount would be payable for such spaces. Subject to bids being technically qualified, and everything else remaining same, and subject to property offered being found suitable / acceptable, for taking on rent for SERB, the per square feet rate shown in Sl. No. 3 above would be the main factor to determine the "lowest financial bid".

2. Please remember to put the financial bid in a separate cover (cover II). DO NOT put this in cover I alongwith technical bid, not doing so may lead to rejection of the bid.
  
3. Built-up / covered area for the purpose of this bid would mean total built-up area of all floors of main building, built-up area of permanent garages, underground parking, other permanent structure(s), if any.

Government of India  
 Department of Science & Technology  
 Admn-II-B Section  
 Technology Bhawan, New Mehrauli Road,  
New Delhi - 110016

New Delhi, Dated the 18<sup>th</sup> February, 2010 .

TENDER/OFFER DOCUMENT

To

All intending parties

.....  
 .....

REFERENCE NUMBER: D-11029/01/2009-Admn.-II-B: Tender/Offer Document

**Subject: Hiring of office accommodation for Science and Engineering Research Board (SERB).**

Dear Sirs,

This Department is desirous of hiring a suitable office accommodation for one of its newly set up Board, namely the Science & Engineering Research Board (SERB) established by an Act of Parliament. The requirement is for an office space in a built up/covered area of **10,000 Square feet to 15,000 Square feet area** (excluding covered/underground parking area, if any)

2. Building/property should be located within a radius of 12 kilometers of DST Campus. Department of Science and Technology (DST) is located at Technology Bhawan, New Mehrauli Road, New Delhi-110016 in the Qutab Institutional area and adjacent to Qutab Hotel.

3. Building offered must be vacant, free from all encumbrances, claims and legal disputes etc. Documentary Proof of ownership of Building, payment of all Taxes, Duties, Dues, Telephone, Water, Electricity charges etc. must be submitted alongwith this offer Document.

4. Selected party shall be required to sign a Lease Agreement with the designated authority in SERB/DST, in accordance with the provisions of the law applicable. The Agreement shall be signed initially for a period of three years extendable upto 3 more years as per the requirements of the user and with mutual consent only. A sample format of the Lease Agreement document normally used for hiring accommodation by Government departments is attached at Annexure-I ( This, with suitable modification, as required, keeping in view the terms & conditions of the Tender Document would be used for signing the Lease Deed for SERB).

5. Monthly rent should be quoted on lump sum basis for the entire area offered (covered/built up area of main building, any other permanent structure, covered/underground parking as well as open parking area, open space like garden, inner roads etc.) for the entire Agreement Period of three years. Prices quoted must be submitted in the format of Financial Bid prescribed at Annexure 'B'. Total covered/built up area needs to be shown separately at appropriate place in Technical Bid and Financial

Bid to facilitate calculations of rate per Sq. ft. Quoting parties may note that no increase in Rental Charges per month will be allowed during the initial three years of the Agreement period. If Lease is extended beyond three years, percentage increase in rent would be at a rate mutually agreed between the parties.

6. Terms and conditions given in the Tender Document as well as those appearing in the different clauses given in the Lease Agreement format at Annexure – I are sacrosanct and shall be considered as integral part of this Offer/Tender. In case of any conflict in terms and conditions contained in the Tender document vis- a – vis the Draft Standard Lease Agreement document, the conditions stipulated in the Tender Document shall prevail.

7. Tender must be accompanied with EMD of Rs. 50,000/- (Rupees fifty thousand only) either in the form of Bank Draft/Bankers Cheque in the name of DDO, DST or deposited in cash on any working day between 10 AM to 5 PM (latest by 2:30 PM on 08-03-2010) or any other mode authorised for depositing EMD for Government Tenders under the General Financial Rules, 2005. Tenders (Technical Bids) received without the requisite EMD amount of Rs.50,000/- by way of DD/Banker's Cheque or original cash deposit receipt etc. will not be considered at all.

8. Intending Parties may furnish complete details in the Technical Bid given in Annexure – 'A' and Financial Bids in Annexure – B to this document. Non furnishing of details or incomplete/incorrect details will lead to offer being treated as unresponsive and ignored as an invalid offer.

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

- i) **Offer Letter**
- ii) **This Tender/Offer document (duly signed) in token of acceptance of Terms & Conditions mentioned herein**
- iii) **Technical Bid in Annexure 'A' .**
- iv) **EMD fee Rs. 50,000/-**
- v) **Other documents as detailed in the Technical bid**

10. **Financial Bids: Following documents need to be submitted as part of the financial bid:-**

- i) **Financial Bid in Annexure – B.**

11. **Procedure for submitting Tender/Bids**

(a) Documents at i), ii), iii), iv) & v) in para 9 above i.e. Offer Letter, this Tender Document, and Technical Bid (with all the required documents), duly signed and EMD should be put in one separate cover and sealed (Ist cover). This cover should be superscripted as:

**"TECHNICAL BID for Office Accommodation for SERB"**

(b) Document at i) in para 10 above i.e. financial Bid in Annexure 'B' should be put in another separate cover and sealed (IInd cover). This cover should be superscripted as:

**"FINANCIAL BID for Office Accommodation for SERB."**

( c ) Both the above said Sealed Covers i.e. Cover – I & Cover – II be then put in another separate big cover (Cover – III) and properly wax sealed. This third cover be superscripted as:

**"Tender/Offer for Office Accommodation for SERB - Reference No. D-11029/1/2009-Admn.II(B) not to be opened before 08-03-2010"**

**Important Note:** Any deviation from this procedure, or putting together of Technical and Financial bids in same cover or non submission of complete documents in Cover – I i.e. Offer Letter, EMD for Rs. 50,000/-, Technical Bid in Annexure-A (along with requisite documents) and/or submission of Financial Bid in an unsealed manner would lead to rejection of Offer/Tender/Bid.

12. All existing and future rates, taxes including 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 the landlord.

13. The SERB shall pay all charges in respect of electric power, light and water used on the said premises during the lease period.

14. The cost of repair and maintenance of Civil/electrical installations including AC plant and power back up etc. will be the responsibility of the bidder. However, the running cost of AC Plant, Generator Set etc. (like fuel and manpower) and routine replacement of electrical fittings like bulbs, tubes, switches, plumbing items like Taps etc. will be met by the SERB.

15. Cost of deployment of Security for building will also be met by SERB.

16. The SERB may, at any time during the currency of the Lease Period/extended Lease Period make such structural alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable.

17. The Offer/Tender should be dropped in the locked sealed Tender Box for Admn. II. B Section, DST kept at Reception area near the entrance gate of the Technology Bhawan, New Mehrauli Road, N.Delhi-16. The offer should be dropped latest by 1500 Hours on 08-03-2010. Tender box will be opened at 1500 hrs. sharp on 08-03-2010 by the duly authorized officer /team of officers of DST in the presence of all such bidders who wish to be present. Late/delayed offers shall not be opened/entertained. Offers received by due time and date will be opened (for the Technical Bids only) in Raman Hall, DST at 1515 Hours on 08-03-2010 itself. Authorised representatives of the quoting parties may witness the offer opening (Technical Part), if they so wish. Financial Bids (of those who qualify in the technical bids evaluation stage) would be opened later, date of which will be intimated to the bidders separately.

18. Tenders/ Offers received shall be processed in two parts. All information and documents contained in Cover-I, mentioned in para 9 above shall be deemed to be the Technical Bid. In the event prices are indicated by the party in the Technical Bid, the Offer shall stand rejected. Details furnished in the Technical Offer shall be assessed/evaluated by a Committee appointed in DST for the purpose. Financial Bids (Cover-II) of only those bidders/Parties shall be opened on a later date whose Technical Offers are found valid, eligible, acceptable and suitable as per SERB/DST requirements in the opinion of the aforesaid Committee.

19. Rent charges shall be paid at the fixed rate in lump sum at the end of each month or as per the Lease Agreement entered into with the party on the Terms & Conditions mutually agreed. Advance payments shall not be ordinarily made unless specifically agreed in writing previously.

20. In the event of Technical Bid being found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the Property alongwith proof of identity of the owner/bidder alongwith photograph(s), before the Financial Bids are opened. Original Documents shall be returned after decision is taken to open Financial Bids or otherwise.

21. Quoting parties may keep their offer valid for a minimum period of 90 days i.e. upto 07.06.2010 for acceptance by this Department. Offers with a shorter validity or inconsistent with the requirements set out in this Offer/Tender shall be ignored summarily and no representation in this regard shall be entertained by this Department.

(RAJIV MAHENDRU)

Under Secretary to the Government of India

Tel: 26525607, 26590349

- Note: 1. Other things remaining same, preference may be given to bids offering (a) larger covered/built up area; (b) larger parking space; (c) larger open area; (d) Buildings located nearer to DST; (e) Ready to occupy Buildings.
2. Please remember to sign this Tender/Offer Document and put in Cover-I along with other Documents/Technical Bid as stated in para 9 above.

ANNEXURE-I

Sample subject to suitable modifications as per terms & conditions of the Tender Document.

LEASE AGREEMENT

AN AGREEMENT MADE THIS ----- DAY OF

----- two thousand----- between -----

-----  
 hereinafter called "The Lessor" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit ) on the one part AND the PRESIDENT OF INDIA (hereinafter referred as " THE GOVERNMENT OF INDIA" or Lessee) on the other part.

WHERE BY IT IS AGREED AND DECLARED AS FOLLOWS :-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the landlord agrees to let out and Lessee agrees to take on lease the land covenants 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 on the -----day of -----  
 ----- two thousand -----and shall, subjects to the terms hereof, continue for a term of -----year(s) with an option to extend the 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 'B' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause II here of, 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 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 term 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 taxes, 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. 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 real 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 electric 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, acts of Government, 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 for 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 and 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 Government 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 agree upon between the Government of India and the Lessor in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal.

“Provided that in the event of expiry of the term 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 the 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 by 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 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 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 known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

17. Should any dispute or difference arise out concerning the subject matter of these presents or any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred to an 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 communication 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 authorized to act and nominate arbitrator on behalf of the Government of India.

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

THE SCHEDULE 'A' REFERRED TO ABOVE:

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

THE SCHEDULE 'B' REFERRED TO ABOVE:

Details of fixtures and fittings

IN WITNESS WHEREOF the official seal of \_\_\_\_\_ has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of President of India on the day and year first above written by

(Signature)

For and on behalf of the President of India

In the presence of

Witnesses : 1 .....

2.....

and by the Lessor in presence of

(Signature)

Witnesses : 1.....

2.....

Name and Address of the Lessor

(In case the Lessor is a Company)

Firm or Society Add :.....

For and on behalf of .....

Having authority to sign on behalf of the Lessor.....

Vide resolution dated ..... of .....

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

