



भारतमेव जयते

भारत सरकार

GOVT. OF INDIA

वित्त मंत्रालय, व्यय विभाग,

MINISTRY OF FINANCE, DEPARTMENT OF EXPENDITURE,

महालेखा नियंत्रक

Controller General of Accounts

सार्वजनिक वित्तीय प्रबंधन प्रणाली (पी.एफ.एम.एस)

PUBLIC FINANCIAL MANAGEMENT SYSTEM,

राज्य परियोजना प्रबंधन इकाई (एस.पी.एम.यू)

STATE PROJECT MANAGEMENT UNIT

Room No. 3.5, Custom Wing, NCR Building, Statue Circle, Bhagwan Das Road, Jaipur – 302005

Tel: 0141-2231579, Fax : 0141-2385229 Mail: rajasthan.pfms@gmail.com

Ref.: SPMU/PFMS/RAJ/JPR/NIT/2018-19/01

Dated. 01.11.2019

M/s. _____

Sub: Tender for Hiring of Office Space/Premises on long term Lease basis near Secretariat in Jaipur, Rajasthan.

Dear Sir,

State Project Management Unit, Public Financial Management System, Rajasthan, intend to hire a office space for running their Office in **Jaipur, Rajasthan** within 5 KM from Secretariat, Rajasthan on long term lease basis for period three years further extendable up to three years on mutual consent. The tender document consisting of following: -

1. Section – I - Request Letter for quotation
2. Section – II - Instructions to bidders
 - a) Annexure–A - Details to be submitted by party
 - b) Annexure–B - Tender Acceptance Letter
 - c) Annexure–C - List of documents to be submitted
3. Section – III - Special Terms & Conditions
4. Section – IV - Format of Price Bid
5. Section – V - Standard Lease Deed Format

Applications complete in all respects should be submitted **by 11:00 AM on 25.11.2019**, which will be opened in the office of Assistant Controller General of Accounts, SPMU, PFMS, Rajasthan **at 11:30 AM on 25.11.2019**.

This document shall be signed and stamped by the Tenderer and submitted along with the Tender.

SECTION-I**REQUEST FOR QUOTATION**

Ref.: SPMU, RAJASTHAN/PFMS/Space/

Dated

To,

M/s
.....
.....**Sub: Tender for Hiring of Office Space/Premises on long term Lease basis for SPMU, Rajasthan Office in Jaipur, Rajasthan.**

Dear Sir,

SPMU, Rajasthan, is Department of Expenditure, Ministry of Finance, Govt. of India, having Office at Room No. 3.3, Custom Wing, NCR Building, Statue Circle, Bhagwan Das Road, Jaipur, Rajasthan – 302005 intend to hire a office space for running their office within 5 KM near Secretariat, Rajasthan area at **Jaipur, Rajasthan** on long term lease basis for period three years further extendable up to three years on mutual consent. We require carpet area of approximate 3400 sq.ft. Premises should be ready to occupy condition which all basic infrastructural facilities.

SPMU, Rajasthan invites you to submit the complete offer in accordance with offer documents subject to the following conditions:

1.

a.	Scope of Services	As mentioned above.
b.	Period of Lease	Three Years
c.	Last date of issue of Tenders	Up to 1500 Hrs Date 22.11.2019
d.	Last date and time of Receipt of Tenders	Up to 1100 Hrs Date 25.11.2019
e.	Date and time of Opening of Technical bids	1130 Hrs Date 25.11.2019
f.	Place of receipt and Opening of Tenders	Senior Accounts Officer SPMU, Rajasthan Room No. 3.3, Custom Wing, NCR Building, Statue Circle, Jaipur – 302005

- The complete Tender Documents along with Bid Evaluation Criteria (BEC) are available in the office of SPMU, PFMS, RAJASTHAN and CPP portal which can also be downloaded from the website.
- SPMU, RAJASTHAN reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

4. In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received and opened on the next working day.
5. SPMU, RAJASTHAN reserves the right to amend the terms and conditions of the Tender as deems necessary.
6. Participation in the tender does not entail any commitment from SPMU, RAJASTHAN. SPMU, RAJASTHAN reserves the right to accept any bid and to reject any or all bids without assigning any reason.
7. SPMU, RAJASTHAN shall not be responsible for any delay, loss or non-receipt of bid. Telex/Fax/Telegraphic/email offers shall not be accepted. Bid received after due date and time are liable to be rejected.
8. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
9. The Tender shall be addressed to Senior Accounts Officer, SPMU, PFMS, Rajasthan, Jaipur.
10. The bidders are requested to refer the following instructions:
 - (i) Instructions to Bidders- **Section-II.**
 - (ii) Special conditions of the Contract - **Section-III.**
 - (iii) Format of Price Bid-**Section-IV**
 - (iv) Draft lease deed- **Section-V.**
11. Corrigendum/Addendum, if any, to these tenders, would appear on <https://eprocure.gov.in/epublish/app/> website only & will not be published in any other media, therefore, bidders are requested to visit above website regularly

Thanking You,

Yours faithfully

(For and on behalf SPMU, Rajasthan.)

(Suresh Chand Gupta)
Sr. Accounts Officer

SECTION -II

INSTRUCTIONS TO BIDDERS

1. The invitation to bid is open to legal owners/power of attorney holders of the properties located in the area mentioned in the Tender documents. The prospective bidder should submit their bids strictly in the proforma prescribed in the Tender documents. Tender from intermediaries or brokers will not be entertained.
2. The successful bidder will be declared as 'the Lessor' which means and includes not only the bidder but also his legal heirs, successors, legal representatives etc.
3. The bidder is expected to examine all the instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish the information as required in the bidding documents or submission of the bid not substantially responsive to bidding documents in every respect will result in the rejection of the bid.
4. The bidder has to sign all the papers of the bid given by SPMU, RAJASTHAN. In case bidder/owner is partnership firm/Society/Company, all the documents should be signed by the authorized person with seal.
5. The price bid shall contain the proforma (SOR) given in **SECTION-IV** only and shall not contain any other information/ document and shall be in sealed envelope.
6. Interested bidders may visit SPMU, RAJASTHAN office during office hours for any clarifications before submission of bid.
7. 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.
8. The tender will be acceptable only from original owner of the building or person having valid power of attorney or who can under law let out the premises to SPMU, RAJASTHAN. The space offered should be free from disputes and litigation with respect to its ownership, lease/ renting and pending payments against the offered space.
9. 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 and financial bid in respect of each premise.
10. The bidder has to meet the following Bid Evaluation Criteria (BEC) for qualification purpose.

11. BID EVALUATION CRITERIA (BEC) :

The bidder fulfilling the bid evaluation criteria shall be eligible for further evaluation and consideration. The bid evaluation criteria are as given below:

- a) The offered office space should be located within 5 KM from Secretariat, Rajasthan at Jaipur, Rajasthan at prominent place having proper approach connected with wide road.
- b) The clear title deed of the offered office space must be in favour of the Bidder.
- c) The office premises offered needs to be free from any dispute and litigation.
- d) The bidder must offer office premises in ready to occupy condition with all basic infrastructural facilities and required parking space, except furniture.
- e) The required Carpet Area of office space should be approximate 3400 sq. ft.
- f) Copy of approved layout of offered office space must be submitted along with the bid.
- g) The bidder has to submit all the documents, as per **Annexure-C**.

12. EVALUATION CRITERIA:

- a) The bids qualified as per above BEC shall only be evaluated in detail.
- b) The decision on selecting the premises among the offers received rests with SPMU, RAJASTHAN. A committee consisting of the officials of SPMU, RAJASTHAN will visit for physical inspection of the property offered after opening of technical bid for assessing technical qualification of the bidder and suitability of premises offered. The price bids of those bidders, who are found techno-commercially acceptable, will be opened.

- c) The bidder should indicate carpet area of offered premises. The total outflow including rent and maintenance for the total period of lease of 03 years shall be the deciding criteria for the lowest bidder, therefore, the bidder has to quote rent including maintenance charges.

13. SEALING AND MARKING OF BIDS: Bidders shall submit their bids duly signed on each page in TWO SEPARATE PARTS in sealed envelopes super scribed with the subject of bid, due date and nature of bid (Technical or Price).

PART-A: Original TECHNICAL BID

PART B: Original PRICE BID

PART- A: TECHNICAL BID: Following documents are to be submitted in Technical Bid:-

- a) Technical bid should contain self-attested copies of details of the property including approved plan /blue print of the premises, ownership proof, Completion/Occupancy certificate/ Possession Certificate, latest property tax receipt, Certificate from fire and safety Department and latest Electricity Bill.
- b) Affidavit stating that the premises is free from any dispute and litigation.
- c) Self-attested copy of PAN Card,
- d) Self-attested copy of GST Tax Registration Certificate, if applicable. In case of non-applicability of GST, an undertaking isto be submitted by the bidder.
- e) Power of Attorney to be enclosed if applicant is other than the owner.
- f) Duly Signed and stamped copy of Tender documents as a token of acceptance of all terms & conditions of the tender.
- g) Duly signed and stamped of **Annexure – A** (DETAILS TO BE SUBMITTED BY THE LESSOR IN RESPECT OF PROPERTY OFFERED ON LEASE).
- h) Duly signed and stamped of **Annexure – B** (Tender Acceptance Letter)
- i) Duly signed and stamped of **Annexure – C** (List of Documents to be submitted along the Technical Bid).

PART-B. PRICE BID: It should contain only quoted monthly rent per square feet without GST as per format given as per **SECTION- IV**. This envelope shall not contain any conditions whatsoever. The GST as applicable will be borne by the lessee and paid to the lessor at applicable rate along with the rent. All other taxes/charges/levies etc. shall be borne by the lessor only. This envelop should bear the subject and the words "QUOTATION, DO NOT OPEN".

Both envelopes containing Technical bid and Price bid respectively should be enclosed in larger envelope duly sealed and super scribing Tender for Hiring of Commercial Office Space/Premises on long term Lease basis for SPMU, RAJASTHAN office in Jaipur, Rajasthan and the name and address of the lessor. The envelopes shall be addressed to SPMU, RAJASTHAN at the following address:-

Senior Accounts Officer
SPMU, PFMS, Rajasthan
Room No. 3.3, Custom Wing, NCR Building,
Statue Circle, Bhagwan Das Road, Jaipur – 302005

14. OPENING OF PRICE BIDS: The price bids of the techno-commercially acceptable bidders shall be opened in presence of the bidders who wish to be present.

15. PERIOD OF VALIDITY OF BIDS: Bids shall be kept valid for acceptance for **60 days** from the date of opening of technical bid. In exceptional circumstances, SPMU, RAJASTHAN may solicit the bidder's consent for an extension of the period of validity.

(S.C. Gupta)
Senior Accounts Officer

Annexure – A

DETAILS TO BE SUBMITTED BY THE PARTY IN RESPECT OF PROPERTY OFFERED ON LEASE FOR SPMU, RAJASTHAN OFFICE JAIPUR.

Sr. No.	Particulars	Details (Please tick or fill up with relevant)
1	Name of bidder Address of office & residence: Telephone No./Mobile No. Email Address:	
2	Full particulars of person(s) offering the premises on rent/lease and submitting the tender:	
3	Status of the applicant with regard to the accommodation offered for hiring i.e. legal owner or POA	
4	Ownership details	
5	If the bidder is Power of Attorney Holder of the owner, copy of duly constituted Power of Attorney. If the bidder is authorized signatory of the Company/ Partnership firm, copy of requisite Board Resolution/Authority Letter etc.	
6	If the bidder or owner is Partnership Firm or Company/ Society etc., Copies of Partnership deed or Memorandum of Association of the Company, Registration Certificate/bye-Laws of the Society etc. needs to be submitted	
7	Complete Address and location of the building. Details of the Accommodation offered for rent (viz. Carpet area, no. of floor). Layout plan of floor with dimensions	
8	Type of building- Commercial or Residential	
9	Total carpet area offered for rent/lease in Sq. ft.	
10	No. of rooms and hall(s) with sizes	
11	No. of car parking space offered	
12	Whether accommodation offered for rent is free from any dispute and litigation	
13	No. of lifts/carrying capacity, provided details of make, year of manufacture, if any.	
14	Number of Toilets – floor wise with details	
15	Whether electrical installation and fitting, power plugs, switches etc. provided or not. Whether building has been provided with fans in all rooms or not. (if yes, give the Nos. of fans floor wise) Sanctioned Electricity Load. Details of power back-up facility.	
16	Details of Fire Safety Mechanism, if any	
17	Whether the premises is ready for occupation.	
18	Distance from Railway Station	
19	Distance from Bus stand	
20.	Distance from Secretariat, Rajasthan.	

TENDER ACCEPTANCE LETTER

To,
Senior Accounts Officer,
SPMU, Rajasthan, Jaipur.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No: SPMU, RAJASTHAN/

Dated .

Name of Tender: Tender for Hiring of Office Space/Premises on long term Lease basis for SPMU, Rajasthan Office in Jaipur, Rajasthan.

Dear Sir,

1. We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ or your office as per your advertisement, given in website(s)/ Newspaper.
2. We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the tender advertisement and I / we shall abide by the terms / conditions / clauses contained therein.
3. The Corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / Corrigendum(s) in its totality / entirety.
5. We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. We certify that all information furnished by us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
7. I/We hereby declare that none of the employee of SPMU, RAJASTHAN related to me/us” or My / Our following close / distant relative(s) are working in SPMU, Rajasthan, with detailed particulars:-

S.No.	Name (S/Shri)	Designation	Department
1.			
2.			

8. Declaration –

I/We have read and understood the detailed terms & conditions applicable to the subject matter as supplied with the bid documents and agree to abide by the same in totality.

It is hereby declared that the particulars of the building, etc. as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be not true, I/We shall be liable to such consequences/lawful action as the department may wish to take.

Yours faithfully,

Name and Signature of the Bidder,
with Official Seal

Annexure –C**LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID**

S.No.	NAME OF DOCUMENTS	YES/ NO	Enclosure
1	Complete Tender Document including all Annexures (except Section-IV)	Yes/ No	
2	Proof of ownership	Yes/ No	
3	Completion/Occupancy Certificate	Yes/ No	
4	Possession Certificate	Yes/ No	
5	Receipt of latest Property Tax	Yes/ No	
6	Approved building plan/blue print	Yes/ No	
7	NOC from Fire & Safety department	Yes/ No	
8	Latest Electricity Bill	Yes/ No	
9	Copy of PAN Card	Yes/ No	
10	GST Registration Certificate (If applicable) or undertaking for non-applicability	Yes/ No	
11	Affidavit of free from any dispute and litigation.	Yes/ No	

Name & Signature of the Bidder
with Official Seal

SECTION – III

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. SPMU, RAJASTHAN intends to hire the office premises for a period of **Three years** from the date of possession and accordingly lease agreement shall be executed. However, the lease can be further extended **upto 03 (three) years** on the same terms and conditions on mutual consent of both the parties. On such renewal/extension, a fresh lease deed shall be executed and registered.
2. Commencement of lease period and rent shall be from the date of actual possession of office accommodation.
3. The initial lock-in period shall be minimum 01 years from the commencement of lease (actual possession) for the leased premises. After the lock-in period, the Lessee and Lessor shall have the right to terminate the Lease any time during the lease term by giving three months' written notice in advance to the other party of its intention to terminate the lease. In the event of termination of lease or expiry of the lease period, SPMU, RAJASTHAN shall hand over peaceful and vacant possession of the office premises with all the fittings and fixtures intact and in working order (fair wear and tear being accepted).
4. The owner shall have to complete all furnishing works and hand over the premises within 30 days from the date of issuance of LOI. In the event of delay, the party shall have to pay the damages at the rate of 1% of the amount equivalent to two months' rent for every seven days of delay. The lessor shall have to pay damages proportionately if the delay exceeds seven days.
5. The offered premises should be in municipality area for office use at prominent place and well connected by approach road and should be easily accessible by public transport system.
6. There should be reserved parking space with minimum 2 Cars parking and it must be attached to office. Further, the area of parking space offered along with bid shall not be considered in the carpet area of the office premises and no additional payment shall be made for parking space. The bidder shall quote the rates accordingly.
7. The office accommodation should be in preferably on one floor. However, if the offered premises spread in more than one floor, the same should be contiguous/connected. In case of multi-storey building, there should be provision of lift (s) as per norms of the concerned authority.
8. Currently as per assessment by SPMU, RAJASTHAN, electrical load for office premises including AC facilities for the whole office has been considered having minimum **load of 5 KVA**. For the proposed offered office building, owner will re-assess and provide electrical connection so that it is capable of taking full load of office facilities. SPMU, RAJASTHAN will not bear any charges for increase in load or otherwise.
9. Electricity Sub/separate meter will be provided by the owner, if required. SPMU, RAJASTHAN shall pay the electricity charges on actual consumption of the electricity based on the prevailing rate applicable at that time.
10. All the major repairs shall be carried out by the owner at his own cost. In case of failure on the part of party / owner to carry out maintenance activities to the satisfaction of SPMU, RAJASTHAN, the same shall be carried out by SPMU, RAJASTHAN at Owner's/Lessor's risk & cost and amount so spent shall be recovered from the payable rent.

11. The premises/building should be secure enough to protect the property of SPMU, RAJASTHAN. The owner shall have to keep insured the office building and other items provided by him.
12. All the existing and future rates, taxes including Property tax, assessment charges and any other charges of any description whatsoever(except GST) levied by Local bodies and other statutory authorities shall be borne by Owner/Lessor and not to be paid by Lessee (SPMU, RAJASTHAN).
13. SPMU, RAJASTHAN shall pay the agreed rent to the lessor per month on submission of bill in duplicate through e-banking by crediting the account of the lessor. The lessor shall provide bank particulars as under at the time of execution of lease deed.
 - a) Name of Bank :
 - b) Name of Branch :
 - c) Bank Account No. :
 - d) IFSC Code No :
 - e) Beneficiary Name :
14. Income Tax shall be deducted (TDS) as per Income Tax Act, 1961.
15. Currently, SPMU, RAJASTHAN's normal working Hours is 9:30 hrs to 18:00 hrs with five days week. However, SPMU, RAJASTHAN can use all the infrastructure facility round the clock for 365 days for 24 x7 seven days even on Saturday/Sunday/Gazetted Holidays etc.
16. During the lease period, the owner shall not construct any structure in offered area without permission from SPMU, RAJASTHAN.
17. On finalization, the selected party shall have to enter into a registered agreement with SPMU, RAJASTHAN. The charges towards stamp duty and registration of lease agreement shall be borne by Lessor. The lease shall be for a minimum period of three (03) years subject to the conditions as contained in the draft Lease Deed attached with the tender as **Section-V**. All the other terms and conditions of the Lease deed shall also be applicable and will form part of this tender.
18. The Originals Title Deed showing the ownership of the premises and other documents/ certificates, as may be required, shall be produced by the Owner/Lessor at the time of execution of lease Agreement.
19. **Jurisdiction:** The Courts of India at Jaipur, Rajasthan will have exclusive jurisdiction to determine any proceeding in relation to this contract.
20. The Contract shall be governed by and construed in accordance with the Laws of India.
21. **Arbitration :**
 - a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of contract or whether before or after termination shall after written notice by either party to the contract be referred to, SPMU, Rajasthan for appointment of Sole Arbitrator.

- b) The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.
- c) If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.
- d) It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to SPMU, RAJASTHAN on the date of award of contract.
- e) The Award of the arbitrator shall be final and binding upon the parties hereto. The cost of arbitration shall be borne equally by both the parties as directed by the Arbitral Tribunal.
- f) Seat of Arbitration: The seat of Arbitration shall be at Jaipur.

(Suresh Chand Gupta)
Senior Accounts Officer

Section--IV

Tender for Hiring of Office Space/Premises on long term Lease basis for SPMU, Rajasthan Office in Jaipur, Rajasthan.

(IN A SEPARATE SEALED ENVELOPE SUPERSCRIBED AS PRICE BID)

Schedule of Rates

(A)	Parameter	Carpet Area in Sq. Ft.	Rate per Sq. Ft. (In Rupees)		Total monthly rent (In rupees)	
			In figures	In words	In figures	In words
1.	Rent in Indian Rupees per month per square feet of the carpet area (exclusive of applicable GST).					

(B)		In percentage (%)	
		In figure	In words
1	Rate of annual enhancement in rent after 12 months (in %age)		

Note:

- a) The offer should be unconditional.
- b) When there is a difference between the rates in figures and words, the rate as quoted in words shall be adopted.
- c) In case of difference in per square feet rate and the total monthly rent as calculated by the bidder, total monthly rent amount shall be considered for evaluation and per square feet rate shall be calculated and considered accordingly.
- d) The rent proposed to be charged per sq.ft. on the basis of carpet area should be inclusive of all costs of services including following, except applicable GST :-
 1. The charges for the maintenance (Civil, electrical, plumbing).
 2. The charges for parking space.
 3. Taxes and duties, to be paid to various authorities

The terms and conditions contained in the Tender Documents are acceptable to us.

Signature of Owner/Bidder

Name: _____

Designation _____

With seal

LEASE DEED

This Lease Deed is made and executed at _____ on this _____ day of _____, 2019;

Between:

_____, All the single/joint owners of the premises _____ (details of property), permanently residing at _____ or represented by its authorized representative Sh. _____, hereinafter referred to as "**the LESSOR**" (which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, legal representatives, successors, assigns, executors, administrators) of the **FIRST PART**;

AND

M/s. SPMU, RAJASTHAN), ----- hereinafter referred to as "**the LESSEE**" (which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to mean and include its successors, assigns, executors, administrators, nominee), represented by Shri _____ (authorized officer) S/o. Shri _____, aged about _____ years, Designation _____, duly authorized by SPMU, RAJASTHAN, of the **OTHER PART**.

WHEREAS the LESSEE has published a NIT dated ----- inviting tenders for office premises at Jaipur, Rajasthan for which the LESSOR was among the bidders. The following documents shall be treated as part and form of this lease agreement:

- a. SPMU, RAJASTHAN's Tender No. SPMU, RAJASTHAN/ dated _____
- b. Offer dated_ .2019 submitted by the Owner
- c. Letter dated_ .2019 received from or on behalf of Owner.
- d. SPMU, RAJASTHAN's communication dated_ .2019

Whereas the "LESSOR" is the absolute owners of the office premises bearing No..... and has offered to lease the said office premises (including all infrastructural facilities without furniture) admeasuring Carpet Area ofSq.ft. situated in _____ and more particularly described in the Schedule hereunder written.

And Whereas the Lessee has agreed to become a tenant of the Lessor on the following terms and conditions hereinafter set forth:

The LESSOR hereby confirms and declares that the said premises is free from any dispute and litigation and the LESSEE shall be entitled to use the said premises without any let and hindrance and without there being any interference from any person(s) in any manner whatsoever;

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS UNDER:

1. In consideration of the lease rent hereinafter reserved and of the other conditions herein contained, Lessor agrees to let out and Lessee agrees to take on lease the premises admeasuring carpet area ___sq.ft. consisting _____ (details of premises), situated in _____ (hereinafter referred to as 'THE LEASED PREMISES ') more particularly described in "SCHEDULE- "A".
2. It is agreed by the parties that the periodicity of this agreement is for a period of 03(Three) years commencing from the date of possession i.e. However, the lease can be further extended upto 03 (three) years on the same terms and conditions herein contained on mutual consent of both the parties. On such renewal/extension, a fresh lease deed shall be executed and registered.
3. The LESSEE will pay the LESSOR as per the following details: -
(a) Monthly rent (including maintenance charges) exclusive of applicable GST.

- (b) GST on rent, as applicable, in addition to the monthly rent will be payable by the LESSEE to the LESSOR.
- (c) Electricity charges and water charges shall be payable by the LESSEE on actual consumption as per the bills based on meter reading received from the concerned authority on submission of copy of bill. A separate/sub-meter is to be provided by the LESSOR in the said premises for the purpose, if required.
- (d) Energy Charges for power back up shall be payable on actual consumption basis, if the facility is availed by the LESSEE.
4. Monthly Rent shall be payable on submission of bill in duplicate, which is subject to deduction of Tax at source as per the provisions of Income Tax Act & Rules thereunder and the TDS CERTIFICATE thereof shall be given to the Lessor accordingly. The rent shall be paid against the invoice, if applicable, to be raised by LESSOR. The LESSEE shall pay GST as per the rates applicable from time to time.
 5. The rent shall be paid separately to owner(s), as per the ownership rights/extent of interest in the property, as specified in the Title Deed of the property and invoices, if applicable, to be raised by the LESSOR.
 6. The payments to be made under this agreement shall be through e-Banking.
 7. The initial lock-in period shall be minimum 01 years from the commencement of lease (actual possession) for the leased premises. After the lock-in period, the Lessee and Lessor shall have the right to terminate the Lease any time during the lease term by giving three months' written notice in advance to the other party of its intention to terminate the lease.
 8. In the event of 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 upto the date of such termination.
 9. The LESSEE shall bear day to day minor repair costs for the leased premises. However, The LESSOR shall do at his cost all major repairs & maintenance (Repairs / Replacement of flooring, plaster; replacement of doors / window frames and fittings; replacement of water supply and sanitary installations, painting/distempering/polishing etc.) required to be executed from time in the demised premises as per various communications done from time to time. Job of distempering, painting, polishing shall be carried out at least every two years by the LESSOR.
 10. The LESSEE shall use the said premises only for the office purpose.
 11. That the LESSOR shall be responsible to maintain the common portions of the building and services provided therein without any further charge to the LESSEE. Should there occur any disruption in the common and maintenance services being provided at the said building and to its occupants, the LESSOR will take immediate steps to restore the services through the Third Party/maintenance agency.
 12. The LESSOR shall provide minimum 2 nos. car parking attached to the office premises (in the same premises) clearly earmarked for SPMU, RAJASTHAN (Lessee). Parking space shall be inclusive in rentals.
 13. The LESSEE shall permit the LESSOR/S or any of his authorized agents / representatives to enter upon the said premises after reasonable notice and at reasonable time for the inspection and repair and maintenance of the premises, interior partitioning, electrical fixtures / fittings / gadgets, false ceiling, fire & safety appliances, water supply and other services as and when necessary, provided a prior appointment is fixed with the LESSEE for this purpose. However, the Lessor shall ensure that minimum interference is caused to the working of Lessee during such inspection or repair.

14. The LESSOR shall pay all rates, taxes including house tax /property tax, ground rent and other charges of any kind whatsoever, as are or may hereinafter be assessed on the leased premises by the municipality or any other statutory authorities.
15. That at the time of taking possession of the office premise, the LESSOR and the LESSEE have jointly verified all the inventories provided by the LESSOR in the leased premises (as shown in the Annexure/Inventories attached).
16. The lessor shall keep insured the premises and other inventory provided by him. Lessee will insure its own furniture, equipments and systems etc. belonging to it.
17. The LESSOR confirms and covenants that:
 - a) The LESSOR the absolute and exclusive owners having unfettered rights and competent to give the said premises on lease to the LESSEE without any hindrance whatsoever and without having to obtain the consent/concurrence of any other persons/parties.
 - b) The said leased premises can be used by the LESSEE for commercial office purpose and the parking spaces can be used for parking vehicles together with the rights to make use of the entrances, passages, stair cases, landings, lobbies, lifts and other amenities belonging and pertaining to the said leased premises.
 - c) The LESSEE shall have access to the leased premises and/or the said building at all the times i.e. Twenty-Four (24) hours a day and seven (7) days per week throughout the term of this lease deed.
 - d) In case the LESSEE cannot use or have access the said premises for the purposes intended herein for the continuous period of 15 days or more on account of any act of God or any act of Local Authorities or any other statutory / government bodies, or lack of power, water, strike (other than strike of employees of SPMU, RAJASTHAN), substantial damage etc. or for any other reason but not caused by the negligence of the LESSEE, the LESSEE shall have no obligation to pay the rent hereunder for the duration during which the LESSEE is unable to use or access the said Premises as aforesaid.
 - e) LESSEE will enjoy quiet and peaceful possession of the said premises during the term of the LEASE without disturbance in any manner whatsoever from the LESSOR or any other persons representing the LESSOR or any other tenant / occupant of the other portions of the said Building / Floor.
 - f) The LESSOR shall abide by all the laws, bye- Laws, Rules & Regulations of the Government or any other authority or local body and shall observe and perform the covenants and conditions and shall attend to, answer, and be responsible for, all the violations of any conditions or Rules, or Bye-laws, that may be required to be followed, observed and performed by landlord of a property, by the said authority and shall keep & hold the LESSEE harmless and indemnified in this regard.
18. The LESSEE hereby covenants as under:
 - a) It shall neither carry out any noxious, offensive or unlawful activity in the said premises or any part thereof, nor shall do anything therein which may be, or may cause annoyance to the neighborhood and other occupants of the building.
 - b) It shall not store in the said premises any items of hazardous or combustible nature and / or which are so heavy as to affect the construction or the structure of the said premises or do or suffer anything to be done in or around the said premises which may cause damage to the said premises.
 - c) It will maintain the said premises and all fittings and fixtures installed therein in good condition and after expiry or termination of the LEASE DEED will hand over the possession of the same to the LESSOR in such state and condition as received when taken possession of by the LESSEE at the commencement of such term, normal wear and tear and acts of God exempted.
 - d) It shall not assign, sublet or part with the possession of the leased Premises or any part thereof without the prior written consent of the Lessor.
 - e) To abide by the bye-laws and regulations of the local authorities in relation to the said premises.
19. The Lessee agrees and warrants Lessor that Lessee shall never do any structural changes to the leased premises. However, Lessor agrees that Lessee shall be at liberty, during the lease period to make necessary additions and alterations in or to the premises keeping in view their professional requirement including Air-conditioning and other plants, equipment, pipes, cables, partitions, screens, shelves, racks, sun blinds, electric and sanitary installations, lights and fan. However, while doing so, if any damages of any kind whatsoever occurs to the existing permanent structure, Lessee represents and warrants to Lessor that Lessee shall make good the loss and repair the same. All the movable assets owned by the lessee can be removed and taken out by the Lessee while vacating the premises.

20. That the LESSOR shall indemnify the LESSEE for any loss or damage caused on account of **defective** titles of the LESSOR of the leased premises.
21. The LESSOR has and shall continue to pay, satisfy and discharge all debts including interest, taxes, charges, cess, impositions, Municipal and Corporation and all other liabilities, dues and outgoings, whether due to Government, State or Central or local authorities, to accrue hereinafter in respect of the operation of the said premises or relating to the land and building in respect of the said premises, for the period after the day of take over the said premises by the LESSEE and to keep the LESSEE fully indemnified against all such liabilities, impositions, accretions, encumbrances and or responsibilities.
22. In case of default in payment of taxes etc. by the Lessor to local bodies, it would be open for the Lessee to deduct such dues from the rent payable to the Lessor, and to pay the same directly to local bodies. However, before making such deduction, the Lessee shall have to give notice in writing, to the Lessor.
23. Lessee 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 Lessor shall make no claim in respect thereof.
24. In the event, the LESSOR transfer, alienate or otherwise howsoever dispose of or deal with the said Premises or any part thereof or their right, title and interest therein during the term of the present lease or further extended period, the LESSOR shall intimate the LESSEE about the same in writing ensuring that the interest of the LESSEE in terms of the agreement over the leased premises shall not be affected upon such transfer, alienation etc.
25. That the LESSOR further undertakes to ensure that the future owner(s) or successor(s)-in title of the said premises shall be bound to honor the terms of the LEASE DEED including further renewals or extensions on the terms as stated in the LEASE DEED
26. The parties agree to indemnify and keep indemnified each other, from and against all claims, losses, liabilities, damages and expenses that may arise or be a result of any of the above statements, representations being false, untrue or incorrect or in the event of act, omission, negligence, misrepresentation, or breach of any terms, conditions or covenants by the parties as recorded.
27. **NOTICE:** All notices, requests, or instructions to be given under this Lease Deed shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgement or registered post with acknowledgement due, addressed to the parties herein at the following addresses or such changed address as notified by the parties from time to time:

Addresses:

Attention (For Lessor)
SPMU, RAJASTHAN

Attention (For Lessee)

Address:

Phone No.

E-mail ID :

28. ARBITRATION:

- a) Any dispute and difference arising concerning the subject of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement shall after written notice by

- either party to the contract be referred to, SPMU, Rajasthan for appointment of Sole Arbitrator.
- b) The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.
 - c) If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.
 - d) It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the Lease Deed by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR/Base Rate applicable to SPMU, RAJASTHAN on the date of commencement of Lease Deed.
 - e) The Award of the arbitrator shall be final and binding upon the parties hereto. The cost of arbitration shall be borne equally by both the parties as directed by the Arbitral Tribunal”
29. The Courts of India at _____ shall have exclusive jurisdiction and no other Court beyond _____ Territory shall have jurisdiction to decide the case.
 30. The lease deed shall be executed on appropriate value stamp paper and shall be registered with office of Registrar of competent jurisdiction within a period of thirty days from the date of execution.
 31. It is agreed that the original registered Lease Deed shall be retained by and be the property of the LESSEE and the certified true copy of the same shall be retained by the LESSOR.
 32. The Lease deed shall be governed by and construed in accordance with the Laws of India

SCHEDULE-“A” OF LEASED PREMISES

The property admeasuring carpet area _____sq.ft. _____(detail of property) with No. car parking space, which is in ‘ready to occupy condition (without furniture) along with equipments and fixtures as per the list of Inventories enclosed and bounded by:-

EAST	:	_____
WEST	:	_____
NORTH	:	_____
SOUTH	:	_____

IN WITNESSESS WHEREOF the LESSOR and LESSEE have hereto respectively signed on the day, month and the year first above mentioned, in the presence of following witnesses:

For State Project Management Unit, Rajasthan

LESSOR

LESSEE

WITNESSES:

WITNESSES

(1)

(1)

(2)

(2)