



TENDER/OFFER DOCUMENT

**HIRING OF OFFICE ACCOMMODATION
FOR
INCOME TAX DEPARTMENT
AT BARDOLI**

**Government of India,
Ministry of Finance,
Department of Revenue,
Income-Tax Department, Surat.**

**Office of the Chief Commissioner of Income Tax,
Aayakar Bhavan, Majura Gate, Surat.**

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**Government of India,
Ministry of Finance,
Department of Revenue,
Income-tax Department, Surat.**

No. SRT/CCIT/Buil. Hir.-Bar/2014-15

Date: 25/09/2014.

**TENDER/OFFER DOCUMENT
(Terms & Conditions)**

To

All intending parties

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

**Subject: Hiring of office accommodation at Bardoli by the Office of
the Chief Commissioner of Income Tax, Surat.**

Dear Sirs/Madams,

The Income-tax Department is desirous of hiring suitable office accommodation at Bardoli, Dist: Surat. The space requirement for the office accommodation at Bardoli is about **2,152 sq. ft to 3,165 sq. ft of carpet area** (excluding covered/ underground parking area, if any). The said office accommodation should be within the limits of Bardoli Municipality. The premise will be used by the Income-Tax Department on its own or by persons authorised by the Department.

2. The tenders for the proposed office space at Bardoli should satisfy the following conditions:-

- i) The building should be located within the Bardoli Municipality limits.
- ii) The desired carpet area is 3,165 sq.ft. The minimum carpet area should be 2,152 sq. ft.
- iii) The building should preferably be exclusive i.e. entirely for the Income-Tax Department. Preference will be given to such a building.
- iv) The location of the building should be easily accessible by road.
- v) It should preferably be on prominent/ main road.
- vi) The building should have minimum parking space of at least 1car per 1000 sq.ft. of carpet area and one two wheeler per 500 sq.ft. of carpet area. This condition can be relaxed by hiring committee if there is no technical bid satisfying this criteria or if the other premise/s meeting this criteria are not found suitable by the department for any reason. Department may also use car parking for two wheeler parking in addition to two wheeler parking available.
- vii) The building should have 100% power back-up. The said power back up system should have appropriate and standardized meter recording the use of power from it.

- viii) The sanctioned electric load of premises should be sufficient for the Air Conditioners, lightings, fans, computer systems, other equipments/appliances, etc. required to be operated by the Income Tax department. In case the sanctioned electric load is less than that required by the Income Tax department, it shall be the responsibility of the owner/lessor to get the electric load sanctioned as per the above requirement. The corresponding cost shall be borne by the bidder/ landlord/ lessor.
- ix) The technical requirements as laid down in the Technical Bid should be conformed to.
- x) The building offered must be vacant, free from all encumbrances/claims and legal or other disputes etc. Documentary evidence of ownership of the building free of any encumbrance, claim and legal or other disputes should be submitted with the Technical Bid.
3. For the purposes of lease, the building should be in the form of an Extended Warm Shell, i.e. a building in the modified state with the following facilities:-
- i. All flooring works/ partition which will have to be executed strictly as per the drawings/specifications given by the Department or any other person authorised by it.
 - ii. Strengthening of certain floor areas for Servers/UPS as per the drawings/ specifications given by the Department or any other person authorised by it.
 - iii. 24 hours water supply available at points as per the drawings/ specifications given by the Department or any other person authorised by it.
 - iv. The premises should have, at least one washroom for officers, one washroom for ladies and one wash room for gents.
 - v. Appropriate facility with exclusive rights should be provided at appropriate places inside/ outside/ on the building or its terrace/ rooftop, as per requirement, for installation of Satellite dish, antennae, logo/ display board/ signage, etc. of the department, at no extra rent.
 - vi. It should have any other facility as may be required by the Department or any other person authorised by it.
 - vii. If the stamp duty and registration charges are leviable in respect of hiring by Income Tax Department as per law, i.e. if there is no exemption from stamp duty/ registration charges for hiring by the department, the same shall be borne by the lessor.
 - viii. No separate payment shall be made by the Income Tax Department for any work done as per clause 3(i) to 3(vi).
4. The selected party shall be required to execute a Lease Agreement with the designated authority of the Income-tax Department as per the format given by the department. The agreement shall be signed initially for a period of three (03) years extendable for further period(s) as per requirements. A draft of the Standard Lease Agreement Document is enclosed as 'Annexure-D'. It is subject to

modification/s, which the department may consider necessary as per the permissible rules.

5. The Bid is to be submitted in two parts – Technical Bid and Financial Bid. The Technical and Financial Bid proforma have been placed as Annexure- 'A' and 'B' respectively to this tender document.

6. **The Following documents are essential and must be submitted as a part of the Technical Bid:-**

- i) **Offer Letter**
- ii) **This Tender/Offer document (duly signed) in token of acceptance of the Terms & Conditions mentioned herein**
- iii) **Technical Bid in Annexure 'A'**
- iv) **Other documents as mentioned in the Technical Bid**

7. The Technical Bid must be accompanied with Earnest Money Deposit(EMD) of Rs. 5,000/- (Rupees five thousand only) either in the form of Bank Draft/Banker's Cheque or any other mode authorised for depositing EMD for Government Tenders under the General Financial Rules, 2005 in favour of the **ZAO, CBDT, Surat**, payable at Surat. The tender document can be obtained from the Income tax Office, on payment of non-refundable tender fee of Rs. 100/- to the ITO(PR & ADMIN), Ground Floor, Aayakar Bhavan, Majura Gate, Surat by Pay Order/ DD in favour of the **ZAO, CBDT, Surat**, payable at Surat.

In case the tender document is downloaded from the department's website, a non-refundable tender fee of Rs. 100/- has to be paid at the time of submission of the bids.

Bids/ Tender applications signed by intermediaries or brokers will not be entertained.

8. **Procedure for submitting Bids:**

(a) **For Technical Bid, documents at i) to iv) of para 6 above with all other required documents (duly signed) as well as the EMD of Rs. 5,000/- should be submitted in a sealed envelope (Envelope-I) superscribed as:**

"TECHNICAL BID for Office Accommodation on hire at Bardoli for the Income-tax Department."

(b) **Financial bid should be submitted in another separate sealed envelope (Envelope-II) superscribed as:**

"FINANCIAL BID for Office Accommodation on hire at Bardoli for the Income-tax Department."

(c) **Both the aforesaid sealed envelopes (I & II) should be placed in another envelope which should also be properly sealed. This envelope should be superscribed as:**

"Tender/Offer for Office Accommodation on hire at Bardoli for the Income-tax Department." - Ref No. SRT/CCIT/Buil. Hir.-Bar/ 2014-15 not to be opened before 28.10.2014"

Important Note:

- (a) The bidders should refrain from indicating the rents and other financial details in the Technical Bid and if they do so, the bid will be rejected and the envelope containing the Financial Bid will not be opened.
- (b) Any deviation from the above procedure (e.g. putting Technical and Financial Bids in the same cover, non-submission of the requisite documents, non-sealing of envelopes, etc.) shall lead to rejection of the Bid *ab initio*.
9. The Bid should be dropped **along with the offer letter** in the locked sealed Tender Box Placed in the office of the ITO(PR), Ground Floor, Aayakar Bhavan, Majura Gate, Surat **latest by 27/10/2014, 05.30 P.M.** Alternatively, the bids can also be sent by speed post so that the same reaches ITO(PR), Ground Floor, Aayakar Bhavan, Majura Gate, Surat **latest by 27/10/2014, 05.30 P.M.** The Income Tax department shall not, in any way be responsible, if the bids sent by speed post is either not delivered or reaches the office of the ITO(PR) after 27/10/2014, 05.30 P.M. and such bids shall be treated as to have not been furnished. The Tender Box placed in the office of the ITO(PR) at Ground Floor, Aayakar Bhavan, Majura Gate, Surat will be opened at **11.00 A.M** on **28/10/2014** by the Department in the presence of all such bidders, who wish to be present. Only Technical Bids will be opened on that day.
- Financial Bids of those who qualify on evaluation of Technical Bids by Hiring committee would be opened later, the date of which will be intimated to the qualified bidders separately.
10. The valid tenders will be processed in two parts. Details furnished in the Technical Bid shall be assessed/evaluated by the Hiring Committee appointed by the Department. The preferences / weightages referred to in this Tender Document and in the Technical Bid enclosed hereto and such other preferences / weightages as are deemed warranted shall be disclosed to the participants at the time of evaluating the Technical Bids. The authorised representatives of the Department may also inspect the buildings after opening the Technical Bids and before opening the Financial Bids to ascertain suitability of the premise/s.
11. In case, the Technical Bid is found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the Property along with proof of identity of the owner before the Financial Bids are opened. Original documents shall be returned after decision is taken to open the Financial Bids or otherwise. Evidence of no outstanding payments in respect of taxes, duties, dues, water/ electricity/ telephone charges, etc. in respect of the premises should also be submitted. All these documents should be submitted on or before the date communicated at the time of opening of technical bids.

12. Monthly lease rent should be quoted on lump-sum basis for the entire area (covered/carpet area of main building, other permanent structures, covered/underground parking as well as open parking area, open space like garden, inner roads etc.) for the entire agreement period of three(03) years in the Financial Bid. Bidders may note that no increase in lease rent will be allowed during the initial three (03) years of the agreement period. If lease is extended beyond three years, percentage increase in rent would be at a rate mutually agreed upon between the parties. The percentage increase, however, shall not exceed 8% per annum 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.

13. Monthly lease rent for the extended warm shell / premises, will start after completion of works, to the Department's satisfaction so that the building is ready for occupation. The owner has to provide the warm shell within 90 days of the signing of the agreement or within such further period as may be extended by the Department. In case the warm shell is not provided within the prescribed / extended period, penalty shall be levied for the default @ 5% of the monthly rent for each day of default. The Department also reserves the right to cancel the agreement and awarding the contract to the next bidder in case of any such default.

14. All existing and future rates, taxes including property taxes, assessment charges, maintenance charges and other outgoings of any description in respect of the said premises shall be borne by the owner/ bidder/ lessor.

15. The Income-tax Department shall pay all charges in respect of electricity and water used in the said premises during the lease period as per the prevailing rates. For electricity supply through generator set, a separate meter should be installed. The charges for electricity supplied per unit through generator set shall be paid to the bidder, along with monthly rent, as per the meter reading.

16. The cost of repair and maintenance of civil/electrical installations, power back-up (generator sets), lifts and common areas etc. will be the responsibility of the bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the Department. The scope of maintenance is enclosed as per 'Annexure C'.

17. The security of the building with requisite manpower shall be the responsibility of the owner/ bidder/ lessor. The cost will be met by him. In case, the department hires the entire building with no other tenants therein, the security of the building shall be taken care of by the department. However, the lessor shall keep a security personnel for the security of the assets/ installations/ equipments of the lessor. In case where part of the building is hired by the department, the department shall only take care of the security inside the hired premise/s, whereas, the security outside the hired premise/s shall be the responsibility of the lessor. In any case, the department shall in no

way be responsible for the safety and security of the assets/ installations/ equipments of the lessor.

18. The responsibility of running of lifts and power backup equipment with requisite manpower for operation shall be the responsibility of owner/ bidder/ lessor. No separate payment shall be made by the Income Tax Department for this purpose.

19. The Department at any time during the Lease Period/extended Lease Period may make temporary alterations like partitions, fixed office fixtures and fittings to suit the requirements.

20. Rent charges shall be paid as per the Lease Agreement.

21. The bidders are required to keep their offer valid for a minimum period of **180** days (from closing date of tender) for acceptance by the Department.

22. There may also be a requirement of additional power strength on the floors where Servers and Electrical equipments like UPS etc are to be installed. The owner will provide requisite strength or customise the floors to bear the load of servers, UPS and other equipments.

23. In case the bidder fails to maintain major equipments like Gen-Sets, Lifts, AC Plant etc, which are under his scope of work, the Department, after duly informing the bidder, will get the equipment repaired/maintained at its own cost. The cost so incurred shall be recovered from the bidder out of the monthly rent payable alongwith initiation of penal action/ levy of penal charges.

24. The building should meet all safety norms including fire safety, earth quake resistant, flood-resistant etc. as required under the local law. The property should be insured against all types of damages during the entire period of the contract / lease.

25. The lessor shall keep one caretaker who can be contacted for any civil/ electrical/ maintenance/ other complaints related to building.

26. At the end of the lease term or any renewal thereof, the Income Tax Department shall not be required to reinstate the premises in original condition.

27. The terms and conditions given in this Tender Document and draft Lease Agreement **are sacrosanct** and shall be considered as an integral part of this offer/tender. In case of any conflict between the terms and conditions of the Tender document and the draft Lease Agreement document, the conditions beneficial to the lessee (Income Tax Department) shall take precedence.

28. The Department reserves the right to amend any/all terms and conditions, as it deems necessary.

29. Participation in the tender process does not by itself give the bidder any commitment from the Department. The Department will not be liable for any damage/loss caused to the bidder during the tendering process and before signing of the lease agreement. The Department reserves the right to reject any/all offers/ tenders without assigning any reason. The department also reserves the right to open negotiations with any tenderer even after rejecting all the tenders.

30. A pre-bid conference will be held on **29.09.2014** at **4.00 P.M.** in the Conference Hall at the Office of the Chief Commissioner of Income-tax, Aayakar Bhavan, Majura Gate, Surat.

31. Consortium bidding (joint bidding by several owners in the same building) is allowed. However, it should be accompanied by duly executed MOU amongst all the owners and a lead member should be nominated for participation in all discussions/proceedings related to tender/leasing of building. The department however, reserves the right not to proceed with such joint bid at any time before the lease agreement is signed, without assigning any reason.



OFFER LETTER

To,
The Chief Commissioner of Income tax, Surat.

Madam,

Sub: Hiring of office accommodation by the Income Tax Department at Bardoli.

Ref: Your Tender notice No. SRT/CCIT/HQ/Buil.Hir.-Bar/2014-15, dtd. 25.09.2014 published in newspapers/ website.

With reference to your office Tender Notice calling for offers for hiring of office accommodation on lease at Surat, I/ we hereby submit my/ our offer as follows:

- a) Technical Bid – Annexure A (in separate sealed cover along with EMD of Rs. 20,000/- & other documents) (Envelope-I)
- b) Financial Bid – Annexure B (in separate sealed cover) (Envelope-II)

The two sealed envelopes containing technical bids and financial bids referred to above have been put in main envelope as required.

2. I/ We hereby undertake to abide by various terms and conditions contained in your letter No. SRT/CCIT/Buil. Hir-Bar/2014-15 dated 25.09.2014 calling for offers. (Copy, duly signed, enclosed).

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

Yours sincerely,

Date:

Signature of the owner / bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s). (also indicate his/ her status in which the bidder is signing, i.e. whether on own behalf or as Power of Attorney Holder/ Authorised Signatory of the owner, etc.)

ANNEXURE 'A'

Subject: Hiring of office accommodation by the Income Tax Department at Bardoli.

TECHNICAL BID

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

Sl. No.	Particulars	Details (Please tick / fill up with relevant answers, wherever required)
1	Name of the person / party submitting the bid; Permanent Account No. (PAN); whether assessed to tax, and if so, particulars thereof. (hereinafter referred to as the bidder)	
2	Status of the bidder (Individual/ Partnership Firm/ Company/ Society/ Others (Specify))	
3	Name of the person holding title of the property (both land and super structure) Permanent Account No. (PAN), whether assessed to tax, and if so, particulars thereof (hereinafter referred to as the owner)	
4	Status of owner (Individual/ Partnership Firm/ Company/ Society/ Others (Specify))	
5	Whether the bidder is himself/ herself the owner of the building/ property offered on rent or Power of Attorney holder/ duly authorised signatory of the owner	
6	Contact details of the bidder	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. With STD code,	

	including Mobile Number	
6.4	Fax Nos. With STD code	
6.5	Email address	
7	Contact details of the owner (if different from bidder)	
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	
7.5	Email address	
8.	Details of the building / office space offered	
8.1	Total Plot area of the property offered (complete land area including open spaces, constructed area within the boundary of the property offered on rent) (in sq. Feet)	
8.2	Total usable carpet area of the building / permanent structure, along with floor-wise specifications/ breakup (in sq.ft.) excluding parking area.	
8.3	Open area (open parking space, inner roads, garden, etc.)	
8.4	Covered parking area (garages, underground parking etc.), if any	
9.	Have you enclosed the following documents along with your offer? Yes/ No	
9.1	Documentary evidence in respect of ownership of building.	
9.2	Copy of the building plan, duly approved by the competent authority/ Govt., as the case may be (for example Municipal	

	Corporation etc... or other competent authority).	
9.3	Is the building having 'office use' as permissible use by competent authority / civic body. If yes, enclose copy of the relevant document.	
9.4	Evidences/ certificates regarding absence of any encumbrances/ claims and legal or other disputes.	
9.5	If bidder is Power of Attorney holder of the owner, copy of duly executed Power of Attorney. If bidder is authorized signatory of company/ partnership firm, copy of requisite Board Resolution/ Authority Letter, etc.	
9.6	If the bidder or the owner is a partnership firm or a company/ society etc, copy of the partnership deed of the firm, or Memorandum/ Articles of Association of the Company, Registration Certificate/ Bye laws etc. of the society, along with Board's Resolution in case of company (If bidding as Power of Attorney holder, copies of these documents of both the owner and Power of Attorney holder need to be submitted).	
9.7	Any other relevant documents (Please specify)	
10	Further general details related to the Building / Location.	
10.1	Whether the proposed building/ property is physically vacant and available- "Ready To Occupy?"	
10.2	Whether it is an independent building for exclusive use by the Income-tax Department without sharing with any other user/s? If not, give details of other occupants/ tenants/	

	proposed tenants. (The bidder may be required to furnish copy of lease agreement with other tenants, if called for.)	
10.3	Year of construction. Specify whether the said building was given on lease/hire or occupied earlier? If yes furnish details along with last rent charged and date of vacation by the earlier lessee.	
10.4	Whether proper access from road is available? Also specify clearly whether the premise is easily accessible for heavy vehicles. Inform if any restrictions have been imposed by govt. or other authorities if any regarding movement/ accessibility.	
10.5	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation/ health.	
10.6	Whether all Govt. Dues including property tax, electricity, telephone, water bills, etc., if any, have been duly paid upto date? (enclose documentary proof for the same)	
11	Further technical details relating to the building.	
11.1	If the building already has rooms/ partitions, give details of each of the room/ cabin in terms of its size, specifications.	
11.2	Details of any other temporary structure(s)/ built- up area, if any, within the campus of the property offered.	
11.3	Parking space available for cars/ two wheelers. Public parking places on road or any other nearby public area should not be considered for this purpose. Please specify the number of closed/	

	underground car parking as also closed/ underground two wheeler parking and open two wheeler parking separately.	
11.4	Details of the air conditioning system, if any, offered.	
11.5	Please state whether separate ducts for the communication cables have been provided/ can be provided.	
12.	Whether the bidder is offering the entire building. If not, please specify clearly the floors not available for lease.	
13.	Building Management - Please provide full details of the building management company including its ownership structure and whether the management service is in house or outsourced.	
14.	Any other detail / information which the bidder /owner 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 his/ her status in which the bidder is signing, i.e. whether on own behalf or as Power of Attorney Holder/ Authorised Signatory of the owner, etc.)

Separate enclosures may be annexed if the space provided against any of the item is insufficient.

ANNEXURE 'B'

Subject: Hiring of office accommodation by the Income Tax Department at Bardoli.

FINANCIAL BID

S.No.	Particulars	Extended Warm Shell
1.	Total carpet area (in sq. ft.)	
2.	Total monthly lease rent (lump sum) for the 'entire property' offered for hiring on lease basis including carpet / covered area, parking area and open space. (Rupees in figures and words)	
3.	Rate of electricity per unit to be supplied through Generator set.	
4.	Municipal taxes payable at present included in 2 above	
5.	Air conditioning equipment charges, if any, included in 2 above	
6.	Maintenance charges included in 2 above.	
7.	Total monthly lease rent for bare shell basis including carpet / covered area, parking area and open space, inclusive of municipal taxes & maintenance charges mentioned at sr. nos. 4 & 6. (Rupees in figures and words)	

Date:

Signature of the owner / bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s). (also indicate his/ her status in which the bidder is signing, i.e. whether on own behalf or as Power of Attorney Holder/ Authorised Signatory of the owner, etc.)

SCOPE OF MAINTENANCE

- Round the clock general security of the premises, access control and regulating visitor movement.
- Periodical maintenance of the building to keep it in good condition, which includes painting / cleaning of the exteriors and all the common areas of the building.
- Day to day maintenance of all common areas including pavement, landscape, common garden area and provision of consumables for the same.
- Maintenance of all Elevators including payment of AMC.
- Lighting of common area and provision of consumables for the same.
- Maintenance of Water supply system.
- Maintenance of buildings' main electrical installations, common electrical, plumbing and sanitary lines.
- Provision of signage pertaining to common services.
- Insurance of building.
- Maintenance and running of motors and water pumps installed at the premises.
- Maintenance and running of common DG sets, payment of their insurance and AMC.
- Maintenance and running of air conditioning system, if any and its AMC.

'ANNEXURE-D'

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 outgoings 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 agreed 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.

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 DCIT(HQ)(Tech), O/o. The Chief Commissioner of Income Tax, Surat, 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 there under shall be applicable to such arbitration proceedings which shall be held at The arbitration proceedings shall be conducted in Hindi/English/.....*. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of the Government of India.

18. This lease agreement has been executed in duplicate. One 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.....

(Signature)

Name and Address of the Lessor

and by the Lessor in presence of

Witnesses: 1.....

2.....

(In case the Lessor is a Company, Firm or Society, Add :.....

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

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