



OFFICE OF THE
Principal COMMISSIONER OF INCOME-TAX
4th floor, Manek Centre, Aaykar Bhavan, P.N. Mar, Jamnagar -361008

No.PCIT/JAM/HQ/Hiring/Office Space/2019-20

Date: 23.08.2019

**NOTICE FOR INVITING TENDER FOR LEASE/HIRING OF OFFICE PREMISES FOR
INCOME TAX OFFICER, WARD-1(4) AT DWARKA**

On behalf of the President of India, the Income Tax Department, Dwarka, Invites sealed tenders for office space (350 sq. meter to 400 sq. meter approximately) on lease / hire from reputed and bonafide persons who are competent to enter into contract for giving the premises on lease/hire as office premises for the Income-tax Department at Dwarka for a period of 3 years which may be renewed, if required by the department. The tender should be submitted in two separate sealed envelopes containing technical bid and financial bid. The location of premises offered should be within a distance of 3 KMs from Railway Station, Dwarka.

The decision of the Income-tax Department will be final keeping in view the convenience and security of officers, staffs and tax payers.

Interested persons shall obtain the tender documents including detailed terms & conditions along with the draft lease agreement form on payment of non-refundable tender fee of Rs.1,000/- by **DD / Pay Order drawn in favour of ZAO, CBDT, Rajkot, payable at Rajkot** from the ITO(HQ), Room No.405, Manek Centre, P.N. Marg, Jamnagar - 361008 (Tele : 0288-2551586) on any working day i.e. from Monday to Friday between 10.30 AM to 05:00 PM and should be submitted on or before the last date for submission of tenders. The Tender Documents can also be downloaded from our website www.incometaxindia.gov.in. In that case, DD/ Pay Order of Rs 1,000/- should be given at the time of submission of tender. Tenders from intermediaries or brokers will not be entertained.

Important dates are as under :-

- | | |
|--|-------------------------|
| (a) Last date for issue of tender documents | : 12/09/2019 |
| (b) Last date for submission of tender documents | : 16/09/2019 |
| (c) Date & time of opening of tender documents | : 18/09/2019 at 4.00 PM |

The Pr.Commissioner of Income tax, Income-tax Department, Jamnagar, reserves the right at its discretion, to cancel or amend the entire building/tender process at any stage without providing any reasons including calling for fresh tenders/bids.

[Ramesh Akhyania]ITO[HQ]
for Pr.Commissioner of Income Tax,
Jamnagar.



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No.PCIT/JAM/HQ/Hiring/Office Space/2019-20

- Date: 23.08.2019

TENDER/OFFER DOCUMENT
(Terms & Conditions)

To,

All the Intending parties.

Sub : TENDER FOR HIRING OF OFFICE PREMISES FOR INCOME-TAX DEPARTMENT AT
DWARKA - REGARDING

The Income-tax Department intends to hire office space having a desirable office space of **350 sq. mtrs to 400 sq mtrs approx. (excluding covered/underground parking area, if any) in Dwarka (within 3 KMs from Railway Station, Dwarka)** including other requirements as mentioned below:-

1. The premises having following minimum amenities/facilities and features will be preferred for consideration and will gain weightage :

The building offered should be complete and suitable for use as office and ready to be occupied with partitions as required by the department, adequate number of toilets [separate for Male, Female, Physically Disabled Persons & officers and in addition to these at least 2 (two) chambers should have attached toilets], lifts and allotted vehicle parking space.

ii The building offered should be located in Dwarka (within 3 kms from Railway Station, Dwarka) and should be well connected with public transport and should have wide approach road.

iii There should be adequate natural lighting in the campus/compound.

iv There should be provision of service water system along with sufficient water for toilets wash basins, housekeeping, other cleaning purposes etc.

There should be adequate cross ventilation.

vi The building should have adequate fire safety measures and security measures as per legal requirement.

vii The building should meet all other safety norms like earthquake resistance, flood etc. required under the law. The property should be insured against all types of damages during the entire period of contract.

viii The net carpet area should preferably be in a single independent building and preferably on single floor having adequate security.

ix The premises should have suitable power supply for running office properly. Quality wiring should be available so that it can bear minimum load of 60 KVA.

Uninterrupted power supply for essential services and common area lighting.

x There should be adequate open space for installation of generators and provision for connecting them to the power supply lines.

xii The building's should have independent and reserved parking space for at least two cars and 15 to 20 motorcycles.

xiii All building services such as lifts, power supply, plumbing, sewerage system, telephone connectivity shall be fully operational at the time of submission of the office by the bidder.

xiv All internal and external walls should be painted with good quality paint at the time of handing over the premises to the department.

xv There should be provision of Vitrified tile/Marble flooring/Granite flooring in general areas as well as in the cabins of officers.

2. The intending parties should send their proposal/bid addressed to the ITO(HQ), office of the Pr. Commissioner of Income Tax, Room No. 405, 4th Floor, Manek Centre, Jamnagar - 361001. The bid is to be submitted in two parts - Technical and Financial bid. The Technical and Financial bid proforma have been placed as Annexure — 'A' and 'B' respectively to this tender document.

The 'Technical Bid' must be accompanied with an Interest free Earnest Money Deposit (EMD) of Rs. 50,000/- (Rs. Fifty Thousand only) either in the form of Bank Draft/Bankers Cheque or any other mode authorized for depositing EMD for Government Tenders under the General Financial Rules, 2005 in favour of ZAO, CBDT, Rajkot payable at Rajkot.

The tender documents can be obtained from the office of the ITO(HQ), office of the Pr. Commissioner of Income Tax, Room No. 405, 4th Floor, Manek Centre, Jamnagar, on payment of Rs. 1000/- (non refundable) (Rupees One Thousand Only) by way of Demand Draft in favor of ZAO, CBDT, Rajkot on any working day between **23.08.2019 to 12.09.2019 between 10.30 AM and 5.00 PM.** The office may be contacted at 0288-2551586 on all working days (Monday to Friday) between 10.30 AM to 5.00 PM for any information.

3. Following documents are essential and must be submitted as part of Technical Bid:-
- a. Offer Letter (duly signed and stamped)
 - b. This Tender/Offer Document (duly signed and stamped on each page) In token of acceptance of Terms & Conditions mentioned therein.
 - c. Technical Bid in **Annexure 'A'** (duly signed and stamped on each page)
 - d. Other documents as detailed in the Technical bid i.e. Annexure – 'A' (duly signed and stamped on each page)

Tender applications/documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected.

4. The procedure for submitting bids, is mentioned below:
- a. For Technical bid, documents at (a) to (d) of para 3 above with all other required documents (duly signed) as well as the EMD of Rs. 50,000- (Rupees Fifty Thousand) should be submitted in a sealed envelope (Envelope-I), superscripted as:

"TECHNICAL BID for Office Accommodation for Income Tax Department, Dwarka"
 - b. Financial bid should be submitted in another separate sealed envelope (Envelope II), superscripted as:

"FINANCIAL BID for Office Accommodation for Income Tax Department, Dwarka"
 - c. Both the aforesaid sealed envelopes (I & II) should be placed in another larger envelope which should also properly sealed. This envelope should be superscripted as:

"Tender for Hiring of Office Premises for Income Tax Department at Dwarka, – Ref. No.PCIT/JAM/HQ/Hiring/Office Space/2019-20 not to be opened before"

Important Note:

- (a) The bidder should refrain from indicating the rents and other financial details in the technical bid and if they do so, the bid will be rejected in as much as the envelope containing the financial bid shall not be opened.
- (b) Any deviation from the above procedure (e.g. putting together of Technical and Financial bids in the same cover, non submission of requisite documents, non sealing of envelopes) shall lead to rejection of bid document **ab initio**.

5. The bid documents should be dropped **along with the offer letter** in the locked sealed Tender Box placed in the room of ITO(HQ), office of the Pr. Commissioner of Income Tax, Room No. 405, 4th Floor, Manek Centre, Jamnagar latest by **16.09.2019 upto 5.00 PM**. The tender box will be opened by the Hiring Committee at **4.00 PM on 18.09.2019** for Technical Bids only in the presence of all such bidders who wish to be present. The tender box will be opened in the office of the ITO(HQ), Room No. 405, 4th Floor, Manek Centre, Aayakar Bhavan, Jamnagar

The Financial Bids of those who qualify on evaluation of technical bids by the Hiring Committee would be opened later, the date of which will be intimated to the qualified bidders separately.

6. After opening the Technical Bids and before opening of the Financial Bids, physical inspection of the premises, covered by the tendered bids, will be carried out to verify whether the offer complies with the technical specification or otherwise.

7. 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 Financial Bids or otherwise.

8. The opening of financial bids shall be done at a later date. The financial bids of only those offers will be opened which are short listed after assessing the suitability of the accommodation, terms and conditions offered, compliance to technical specifications, verification of their credentials and other liabilities. This will be done by the 'Hiring Committee' constituted by the Pr. Commissioner of Income Tax, Jamnagar for the purpose. The Short listed bidders will be notified about the date and time of opening of financial bids, who may remain present for the same at the given address.

9. The internal wall partitions and other finishing/interior work as per the requirement should be completed within a maximum period of 30 days from the date of award of tender.

10. All other civil work not specifically mentioned here but required to make the system complete should be completed within a maximum period of 30 days from the date of award of tender.

11. The premises offered should be in ready condition and the owner of the premises will have to hand over the possession of premises within 30 days of acceptance from the date of award of tender.

12. The rent proposed to be charged per **square meter** per month on the carpet area which should be inclusive of all services and taxes and duties to be paid to various authorities should be indicated in the financial bid only

13. The acceptance letter is to be submitted to this office within 07 days from the date of award of tender.

14. It should be noted that no negotiations will be carried out except with the lowest bidder and therefore, most competitive rates would be offered.
15. No Earnest Deposit will be given by the department to the owner offering the premises.
16. Tenders received after the due date and time for whatever reason, shall not be entertained and the Department shall not be responsible for any loss or delay in delivery of tender documents.
17. The premises offered should have construction approval/clearance from all Central/State Government departments as may be necessary by the local authorities and should be legally free from all encumbrances.
18. Finalization of rent based on location and quality of construction and age of the building is subject to certification by CPWD/Hiring Committee and final approval/sanction by Government of India as per rules framed in this regards.
19. Renewal of lease agreement is also subject to certification by CPWD/Hiring committee and final approval/sanction by Government of India as per rules framed in this regards.
20. All the details and documents mentioned in the tender form must be submitted. A tender, having incomplete details/documents, is liable to be rejected. However, the Hiring Committee may give an opportunity to the bidder to furnish the balance details/documents within the specified time. The Hiring Committee may also call for any additional details/documents from the bidder, if required. The bidder, before submitting the tender, should satisfy himself about correctness and authenticity of the details and documents submitted. Submission of wrong details/documents would render the tender form invalid.
21. Selected party shall be required to sign a Lease Agreement with the designated authority of Income tax department as a legal requirement. The agreement shall be signed initially for a period of 3 (three) years extendable for further period as per requirement. The original copy of the lease agreement shall be retained by the hirer.
22. Monthly rent should be quoted on lump-sum basis for the entire area (covered/built up area of main building, other permanent structure, covered/underground parking as well as open parking area, open space like garden, inner road etc) for the entire agreement period of 3 (three) years in the Financial Bid. Bidders may note that no increase in rental charges per month will be allowed during the initial 3 (three) years of the agreement period. If lease is extended beyond 3 (three) years, percentage increase in rent would be at a rate mutually agreed upon between the parties after evaluation of rate by the CPWD which will remain enforced for next five years. **The percentage increase however shall not exceed 8 % p.a.**

23. The monthly rent will start as and when possession of the building is taken over by the Department. The rent shall be paid as per the lease agreement. Advance payment of rent shall not be made.

24. All existing and future rates, taxes including property taxes, assessment charges and other outgoing of any description in respect of the said premises shall be borne by the owner/bidder. If any repairs etc work is done by the I.T. Department, that shall be deductible out of rent payable to the land lord.

25. The Income Tax Department shall pay all charges in respect of electric power, light and water used on the said premise during the lease period as per the prevailing rates. For electricity supply through generator set, a separate meter should be installed.

26. The cost of installation and repair & maintenance of civil/electrical installation including Air Conditioning plant, if any, 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'**

27. The cost of deployment of External Security for building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the department. The internal security of the building will be taken care of by the Department. The bidder should make sure that the lifts work smoothly during the period of contract. The owner will also be required to install and maintain CCTV Cameras with a back up of **minimum 72hours** at the strategic locations like main gate, in front of lifts, back yard, in an exit gates etc.

In case the security of the building is taken by the Department /Government of India for strategic reasons, the rent to be paid to the bidder shall be accordingly reduced.

28. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of the Income Tax Department. If the bidder fails to do so, Rs.500/- per complaint shall be recovered from the monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs. 500/- per minor complaint, cost of such work shall also be recovered from the monthly rent.

29. All major work related complaints shall be attended on priority basis within 24 hours. Failing which penalty of Rs.2,000/- per day shall be recovered from monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs. 2,000/- per major complaint, cost of such work shall also be recovered from the monthly rent.

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

31. Term and conditions given in this Tender Documents are sacrosanct and shall be considered as an Integral part of this offer/tender. In case of any conflict in terms and conditions of Tender Documents, the conditions stipulated in the Tender Documents shall take precedence.

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

33. The market rate for the areas at which the property will be available shall be assessed before opening the Financial Bid.

34. The assessment of reasonable rent will be done by the Hiring Committee of the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate.

35. Participation in the tender process does not entail the bidders any commitment from the Department. The Department will not be liable for any damage/loss caused to the bidders during the tendering process and before signing of the contract. The Department reserves the right to reject any/all offers without assigning any reasons.

OFFER LETTER

To,
The Pr. Commissioner of Income-tax,
Jamnagar.

[Kind Attn.: ITO(HQ), Jamnagar]

Sir,

Sub: HIRING OF OFFICE PREMISES FOR INCOME TAX DEPARTMENT AT DWARKA
REF: No.PCIT/JAM/HQ/Hiring/Office Space/2019-20 DATED _____ published in
newspapers.

With reference to your tender Notice calling for offer for hiring of office accommodation for Income Tax Department at Dwarka. 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) (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 hereby undertake to abide by various terms and conditions contained in your letter No. No.PCIT/JAM/HQ/Hiring/Office Space/2019-20 dated _____, Jamnagar (Copy, duly signed, enclosed)

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

Yours sincerely,

Date.

Signature and stamp of the owner/
bidder/authorized signatory with complete Name,
Address, contact Nos., including Mobile Nos. (also
indicate the category in which signing, whether on
his own behalf or as Power of Attorney/Authorized
signatory of the owner)

REF No : No.PCIT/JAM/HQ/Hiring/Office Space/2019-20 dated _____, Jamnagar

Subject:TENDER FOR HIRING OF OFFICE PREMISES FOR INCOME-TAX DEPARTMENT AT DWARKA – REGARDING

TECHNICAL BID

Attach extra sheets, if required, which should also be signed.

Sr.No.	Particulars	Details (Please tick/fill up with relevant answers, wherever required)
1.	Name of person/party submitting the bid (hereinafter referred to as the bidder): Permanent Account Number (PAN): whether assessed to tax and If so, particulars thereof.	
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) Permanent Account Number (PAN): whether assessed to	
4.	Status of the owner (Individual/ Partnership Firm/Company/ Society/ Any other (specify)	
5	Whether the bidder is himself the owner of property offered on rent or Power of Attorney/ duly Authorized signatory of owner (specify clearly)	
5.01	Details regarding experience of bidder/owner in construction of building (if the bidder/owner are separate persons such details have to be given	
6.	Contact details of the bidder	
6.01	Name	
6.02	Complete Postal Address	
6.03	Telephone Nos. with STD code, including Mobile Number	
6.04	FAX Nos. with STD code	
7	Contact details of the owner (if different from bidder)	

7.01	Name	
7.02	Complete Postal Address	
7.03	Telephone Nos. with STD code, including Mobile Number	
7.04	FAX Nos. with STD code	
8	Details of property offered	
8.01	Location & Address of the property	
8.02	Is property having 'Office Use' as permissible use by competent	
8.03	Whether it is an independent property for exclusive use by the Income Tax Department without sharing with any other user, If Yes,	
8.04	Whether the space offered for hire is situated in more than one floor of a property, if yes, specify floors	
8.05	Total plot area of the property where office is offered (complete land area including open spaces, constructed are within the boundary of property offered on rent) (in sq.mtrs)	
8.06	Total carpet area on each floor offered for rent (sq.mtrs.)	
8.07	Total carpet area (total of all floor) offered (excluding under ground/covered parking areas) (in sq.mtrs.)	
8.08	Open area (open parking space, inner roads, garden etc.)	
8.09	Covered parking area (garages, under ground parking etc.), if any.	
8.10	Approximate distance of the property from Railway Station, Dwarka	
8.11	Width of road on which the property is located	
8.12	Whether proper access from roads is available	
8.13	Details regarding natural light and proper ventilation	
8.14	Whether the property is free from all encumbrances, claims, litigations etc. if not, give details	
8.15	Whether all Govt. dues including property tax, electricity, telephone, water bills etc. have been duly paid upto date. (enclose documentary	

	the same	
8.16	Whether the property is physically vacant and available for possession	
8.17	Parking space for car/vehicles available. 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	
8.18	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet	
8.19	Details of lifts — capacity and number	
8.20	Details of available fire safety and security measures	
8.21	Whether suitable power supply for commercial operation is available	
8.22	Whether adequate open space for installation of generator is available	
8.23	Details of the power back up, whether available or not	
8.24	Any other facility which the owner/bidder may provide to the Department in the proposed property such as Conference Room, Business Centre, Food Court, Gymnasium and other recreational facilities etc.	
9	Have you enclosed following documents along with this offer	
9.01	Copy of property plan, duly approved by the competent authority / Govt. as the case may be	
9.02	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.	
9.03	If the owner or the Power of Attorney of the owner is a partnership firm or a company/society etc. copy of partnership deed or Memorandum/Articles of Association of the Company / Registration Certificate/Bye Laws etc. of the	

	Board Resolution (If bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney need to be submitted)	
9.04	If bidder is Power of Attorney holder of the owner, copy of duly constituted Power of Attorney. If bidder is authorized signatory of company / partnership firm, copy of requisite Board Resolution / Authority Letter, etc.	
9.05	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 Resolution (If bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney need to be submitted).	
9.06	Any other relevant documents (Please specify)	
10	Maximum time required for completing the internal wall partition and other finishing works as per user	
11	Further general details relating to the Building! Location.	
11.01	Whether the proposed property/ building is free from all encumbrances, claims, litigations etc.? If yes, attach copies of relevant certificates, If not; give details of the nature and status of the encumbrances, claims, litigations etc.	
11.02	Whether the proposed building/ property is physically vacant and available- "Ready to occupy?"	
11.03	Whether it is an independent building for exclusive use by the Income-tax Department without sharing with any other user? If not, give details of tenants/proposed tenants. (The bidder may be required to furnish copy of lease agreement with other tenants, if called for)	
11.04	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.	
11.05	Please specify the details of public transport facilities available to and from the premises.	
11.06	Whether proper access from road is available? Also specify clearly whether the premises are easily accessible for heavy vehicles. Inform if any restrictions have been imposed by Govt. or other authorities if any.	
11.07	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation.	
11.08	Whether the premise has extra storage facility? If yes, give details. If not, specify whether such facilities are available in the vicinity.	
11.09	Whether all Govt. Dues including property tax, electricity, telephone, water bills, etc., if any, have been duly paid up to date? (enclose documentary proof for the same)	
12.	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.	
13	Electricity — 60 KVA would be the minimum electrical load for which proper wiring should be there.	
14	Satellite —The Income Tax Department requires the option of installing a Satellite Dish, Microwave Tower on the rooftop / terrace of the building, at no extra cost,subject to government regulations, size,load of the Satellite antenna/ Microwave tower, at any time during the term 17 of the lease at no extra rental or similar expense. The Income Tax Department will be responsible for installing and removing the equipment at its own cost and expense.	

	<p>15. Signage - The Income Tax Department requires the right to use its logos and graphics at the entrance to its premises and within the premises. The Income Tax Department shall also be provided signage in the elevator lobby on the leased floor(s) and in the building lobby. Preference to Install a prominent signage on the main building façade.</p>	
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- Enclose documents wherever required.

I have gone through the various terms and conditions mentioned in the tender documents and I agree to abide by them. I * _____ son/daughter of ** _____ solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it, is correct, complete and truly stated.

Yours faithfully,

Signature _____
 Name _____
 Designation _____

Place:
 Date:

- Name in full and block letters ** Name in full and block letters.

REF No : PCIT/JAM/HQ/Hiring/Office Space/2019-20 dated 21.06.2019, Jamnagar

**Subject: TENDER FOR HIRING OF OFFICE PREMISES FOR
INCOME-TAX DEPARTMENT AT DWARKA – REGARDING**

FINANCIAL BID

1. Name of the Party
2. Address (with Tel. No & Fax No.)
3. PAN
4. Name & Address of the proprietor, Partners/Directors (with Mobile Number)

Name & Address of the premises	Net Carpet Area Offered (In Sq. Mtrs)	Rate Per Sq. Mtrs	Monthly Rent per Sq. Mtrs. (exclusive of service Tax)	Monthly rent quoted for the net carpet area (including all amenities)	Municipal Taxes payable included in Co1.5	Maintenance charges included in Col. 5
1	2	3	4	5	6	7

Net Carpet area means area of premises less toilets, passage, walls/columns, staircases, verandah, lobby, balcony, kitchen etc

Sr.No	Particulars	Amount
1	Rate of electricity per unit to be supplied through Gen-set	

Date

- Signature and stamp of the owner/ bidder/authorized signatory with complete Name, Address, contact Nos., Including Mobile Nos. (also indicate the category in which signing whether on his own behalf or as Power of Attorney/Authorized signatory of the owner)

SCOPE OF MAINTENANCE

Round the clock general security to the premises, assess control and regulating visitor movement

- Periodical maintenance of the building, which includes painting/cleaning of the exteriors and all the common areas of the building.
- Day to day housekeeping and 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.
- Provision and marking of building directory.
- Maintenance of Water Supply System.
- Maintenance of main building electrical Installations, common electrical, plumbing and sanitary lines.
- Provision of sewage 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 Regulating vehicle movement within the premises.

DRAFT LEASE AGREEMENT

AN AGREEMENT MADE THIS _____ DAY _____ OF Two thousand and _____ between _____

hereinafter called the Lessor (which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the PRESIDENT OF INDIA (hereinafter referred as THE GOVERNMENT OF INDIA or Lessee) of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as _____ together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.

2. The lease shall commence/ shall be deemed to have been commenced* on the _____ day of _____ two thousand and _____ and shall, subject to the terms hereof, continue for a term of _ year with and option to extend the period of lease for a further term as set out in Clause 14 hereof.

3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs. _____ per month, which also includes a sum of Rs. _____ towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 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.

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 term hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be responsible for any structural damage which may occur to the same during the 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 herein above.

7. All existing and future rates, taxes including property tax, 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 Government of India and such recovery shall be proportionate to the amount of taxes payable during the pendency lease. In case the said premises is portion of a building subject to 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 Lessor, additional tax payable by the Government of India shall be as determined by the Central Public Works Department of the Government of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

8. The Government of India shall pay all charges in respect of 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 times 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.

9.1 All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of Income Tax Department. If the bidder fails to do so, Rs. 500/- per complaint shall be recovered from the monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs. 500/- per minor complaint, cost of such work shall also be recovered from the monthly rent.

9.2. All major work related complaints shall be attended on priority basis within 24 hours. Failing which penalty of Rs.2,000/- per day shall be recovered from monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs. 2,000/- per major complaint, cost of such work shall also be recovered from the monthly rent.

10. The Government of India may, at any time during the terms hereby created and any renewal thereof make such structural alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures shall remain the property of the Government of India who shall be at liberty to remove and

appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the Government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

11. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and / or other causes not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof.

12. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

13. The Lessor agrees with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

14. If the 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.

"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 giving to the Lessor three months previous notice in writing of its intention to do so.

16. Any notice to be made or given to the Government of India under these present or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the Income-tax Officer (PR), Office of the Chief Commissioner of

Income-tax, Dwarka, on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by 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 concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, sole Arbitration. 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 purpose 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 _____ on plot/land bearing Survey Nos. _____ and is bounded on or _____ on or towards _____ on or towards North by _____ on or towards South by _____

THE SECHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and

IN WITNESS WHEREOF THE OFFICIAL SEAL OF _____ has been affixed in the manner herein after mentioned and the lease agreement has been signed for and on behalf of the 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 _____

Witness : 1.
2.

Signature

Name & address of the Lessor
And by the Lessor in presence of

Witness: 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 Standard Lease Agreement (SLA) format.