

INCOME TAX DEPARTMENT, THANE

REQUEST FOR PROPOSAL (RFP)



FOR ACQUISITION OF OFFICE PREMISES ON LEASE/RENT IN THANE

DATE: 27/06/2024

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Tender for Hiring of Office Premises for IT Department

Tender Notice No. 01/2024

1. The Pr. Commissioner of Income Tax-1, Thane invites online bids (Technical and Commercial) from eligible bidders **for "Hiring of Office Premises for IT Department, Thane"** as per the Scope and Detailed Specifications of the Requirement given in the detail tender document.
2. It is highly important that all activities like filling of bids/inclusion of bids/depositing tender fees/EMD should be completed within the stipulated time/schedule according to the following time-table:-

'SCHEDULE OF EVENTS'

S. No.	Activity	Date and Time
1	Tender Publication	27/06/ 2024 at 3.00 PM
2	Pre-Bid Meeting Date	04/07/2024 at 3.00PM
3	Place for Pre-Bid Meeting	Conference Hall, Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial Estate, Thane-400604
4	Response to clarification sought	08/07/2024 by 5.00PM
5	Bid Submission Start Date	09/07/2024 from 1.00PM
6	Bid Submission End Date	23/07/2024 at 5.00PM
7	Bid Opening Date	24/07/2024 at 11:00 AM
8	Price of Tender Document	RS. 25,000/- (Rupees Twenty Five Thousand Only) (Non-refundable) to be paid through On line Payment Modes
9	EMD	Rs.5,00,000/- (Rs. Five Lakh Only) to be paid through Online Payment Modes during Bid Preparation Stage.
10	Place of Opening Tender Offers	Conference Hall, Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial Estate, Thane-400604
11	Address for Communication	The Joint Commissioner of Income Tax (TDS), Range Thane, Ground Floor, Qureshi Mansion, Gokhale Road, Naupada, Thane(W)-400602
12	Contact Telephone & Fax Numbers	Phone: 022-25433200, 022-25430821 Email : thane.addlcit.tds@incometax.gov.in

3. Interested Bidders may view and download the Tender document containing the detailed terms and conditions, etc. from the websites viz. <https://office.incometaxindia.gov.in/pune/pages/tenders.aspx>, <https://incometaxindia.gov.in/Pages/tenders.aspx> and <https://eprocure.gov.in/epublish/app>

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NOTICE INVITING BIDS FOR HIRING BUILDING/ACCOMMODATION FOR OFFICE SPACE AT THANE ON LEASE/RENT BASIS

Dated: 27/06/2024

The Income Tax Department, Pune intends to hire for its office premises a building or a part of a building on lease / rent at Thane. The premises should be in the vicinity of the existing office at Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial Estate, Thane - 400604 within a radius of 3 Kms. The total carpet area required for the office is 10000 SQFT (plus/minus 10% carpet area allowed). The details and bid forms can be obtained from the office of The Joint Commissioner of Income Tax (TDS), Range Thane, Ground Floor, Qureshi Mansion, Gokhale Road, Naupada, Thane(W)-400602, on all working days till 5.00 PM on 23/07/2024 or can be downloaded from www.incometaxindia.gov.in (Tab Tenders) and www.eprocure.gov.in/epublish/app.

2. Interested parties may send their sealed offers super-scribed "BID FOR LEASED OFFICE ACCOMMODATION" in the prescribed format. The terms & conditions of the lease can be downloaded from the website. The offers [Technical and Financial Bids separately], in the prescribed format, must reach the office of "The Joint Commissioner of Income Tax(TDS), Range Thane, Ground Floor, Qureshi Mansion, Gokhale Road, Naupada, Thane(W)-400602" either by speed post or in person on or before 23/07/2024 at 5.00 P.M. No tender will be accepted by FAX or email or Courier or any such other means.

Last date for receipt of tender : 23/07/2024, 05 PM

Time for Opening of bids : 24/07/ 2024, 11AM

Sd/-

ITO(HQ) 1(1) to PCIT-1, Thane

1. DISCLAIMER:

- I. The information contained in this “Request for Proposal” (herein after RFP) document or information provided subsequently to Bidder(s), whether verbally or in documentary form/email by or on behalf of Income Tax Department, is subject to the terms and conditions set out in this RFP document.
 - II. This RFP is not an offer by Income Tax Department, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of Income Tax Department with the selected Bidder.
 - III. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Income Tax Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
 - IV. The Income Tax Department, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
 - V. The Income Tax Department also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
 - VI. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder’s Risk and may result in rejection of the Bid.
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2. DEFINITIONS

Regarding this RFP, the following terms shall be interpreted as indicated below:

- I. **“Bidder”** means an eligible entity/firm/individual submitting the bid in response to this RFP and shall include his/their legal heirs, successors, and assigns.
- II. **“Bid”** means the written reply or submission of response to this RFP.
- III. **“EMD”** means Earnest Money Deposit.
- IV. **“Lease Agreement/Agreement”** means the agreement entered between the Income Tax Department and the successful bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- V. **“LOI”** means Letter of Intent.
- VI. **“RFP”** means Request for Proposal.

3. ELIGIBILITY CRITERIA AND TECHNICAL PARAMETERS FOR SELECTION

Bid is open to all Bidders who meet the eligibility criteria and technical parameters for selection as given in Tender/ Offer Document (Terms & Conditions) of this document. The bidder must submit the documents substantiating eligibility criteria as mentioned in this RFP document.

4. COST OF BIDDING

The participating bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Income Tax Department or any other costs incurred in connection with or relating to their Bid. The Income Tax Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

5. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING

- I. Bidder requiring any clarification of the Bidding Document may notify the Income Tax Department in writing strictly as per the format given in Annexure-VI at the address/by e-mail of this document within the date/time mentioned in the schedule of events.
- II. A pre-bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the bidders interested to respond to this RFP.
- III. The queries received (without identifying source of query) and response of the Income Tax Department thereof will be posted on the Income Tax Department's website or conveyed to the bidders, wherever deemed necessary.
- IV. Income Tax Department reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. Income Tax Department, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment which will be made available to the bidders by way of corrigendum/addendum. The interested parties/bidders are advised to check the Income Tax website regularly i.e www.incometaxindia.gov.in Tab Tenders till the date of submission of bid document specified in the schedule of events/email and ensure that clarifications/amendments issued by the Income Tax Department, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the Income Tax Department will be binding on the participating bidders. Income Tax Department will not take any responsibility for any such omissions by the bidder. Income Tax Department, at its own discretion, may extend the deadline for submission of bids to allow prospective bidders a reasonable time to prepare the bid, for taking the amendment into account.
- V. No request for change in commercial/legal terms and conditions will be entertained and queries in this regard, therefore will not be entertained.
- VI. Queries received after the scheduled date and time will not be responded/acted upon.

6. CONTENTS OF BIDDING DOCUMENT

- I. The bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- II. Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents or putting conditional aspect of any nature will be at the Bidder's risk and responsibility and the same may finally result in rejection of its bid. Income Tax Department has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- III. Nothing in this RFP or any addenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- IV. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Income Tax Department and supporting documents and printed literature shall be submitted in English.
- V. The information provided by the bidders in response to this RFP will become the property of Income Tax Department and will not be returned. Incomplete information in bid document may lead to non-consideration of the proposal.

7. EARNEST MONEY DEPOSIT (EMD)

- I. The Bidder shall furnish EMD of Rs. 500,000 by way of a separate Demand Draft favoring "INCOME TAX DEPARTMENT" payable at Thane, should be submitted, along with Technical Bid.
- II. Any Bid not accompanied by EMD for the specified amount as mentioned in the key information above will be rejected as non-responsive.
- III. The EMD of the unsuccessful Bidders shall be returned after award to successful bidder. The EMD of successful bidder will be retained for 1 year from the date of lease agreement as security deposit.
- IV. No interest is payable on EMD or on security deposit.
- V. The EMD may be forfeited :-

- i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- VI. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the Income Tax Department in future, as per sole discretion of the Income Tax Department.

8. REQUIREMENT OF OFFICE SPACE:

The Income Tax Department, Pune is looking for office space on lease basis for use of its offices at Thane, Maharashtra 10,000 sq ft of carpet area plus/minus 10% carpet area allowed]. Interested parties may submit their bids on or before 23/07/2024 till 5 PM, either in person or by speed post to "Office of The Joint Commissioner of Income Tax (TDS), Range Thane, Ground Floor, Qureshi Mansion, Gokhale Road, Naupada, Thane(W) – 400602". No tender will be accepted by FAX or email or Courier or any such other means.

9. TERMS AND CONDITIONS:

9.1 The space offered should preferably be an open hall approved for commercial / institutional use on a single floor. In case, the space offered is on multiple floors, it should be on continuous floors with the provision for dedicated entry on each floor for movement between the floors. Evidence of appropriate approvals for commercial / institutional use of the property must be submitted along with the technical bid.

9.2 If the accommodation offered is in a multi-storied building, appropriate provisions for "lift" and "back-up-generator" should be available. Two lifts should preferably be dedicated for departmental use.

9.3 The location for office space should be in the vicinity of the existing Income-tax office at Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial Estate, Thane-400604, i.e., within a radius of 3Kms.

9.4 Adequate space for parking should be available as per the rules and regulations of Thane Municipal Corporation (hence forth, TMC). Further Total 20 No. exclusive covered car parking should be provided for use of the Department.

9.5 The property offered should have 24 hrs. electric supply with a separate

electric meter (commercial) installed exclusively for the use of the Department.

9.6 The accommodation should have provision for 24 hrs. running water supply for both drinking and other utilities.

9.7 There should be adequate arrangement for public utilities like restrooms, lavatories, etc. for men and women separately.

9.8 The responsibility for payment of all kinds of taxes, such as property-tax, municipal-tax, sewerage tax, water tax, etc. in connection with the property offered should be borne by the owner / bidder and updated copies of all tax receipts should be attached with the bids.

9.9 The property offered should be well-connected by the public transport rail/road/Metro at a fair distance and should be easily accessible. Department shall prefer a premise with proximity to Railway station, as most of the staff and taxpayers are expected to commute by trains.

9.10 The property offered should have adequate security cover and fire safety measures installed as per the requirements and mandate of TMC. Sufficient accommodation for watch and ward staff should be available.

9.11 The corridors, staircases, etc. should be sufficiently wide as mandated by TMC.

9.12 Possession of the accommodation should be handed over to the Department within 30 days from the award of the order and rent shall be payable from the date of possession.

9.13 The space offered should be free from liabilities and litigation with respect to its ownership, lease, rent, etc. and there should be no pending payments against the same.

9.14 Clearances / No Objection Certificates from all relevant Central / State Government and Municipal Authorities for use as office premises confirming to the rules and regulations of TMC/Local bodies along with the documents in support of ownership of the land and building thereon must be submitted with the technical bid.

9.15 Also copies of approved plan of the accommodation offered should be submitted along with the technical bid.

9.16 The tender will be acceptable only from owners of land & building / property. Sub-lease may be considered subject to clearance from Competent Authority.

9.17 The space offered must have power back-up, electrical fixtures (lights, fans,

air- conditioners, etc.) installed.

9.18 The rent per Sq. Ft. of carpet area should clearly indicate the rates provided as only "warm-shell" with partitions (brick or wooden) and false ceiling. The rates for additional facilities, if any, should be provided separately. Both the quotes will be subject to separate technical evaluation independently. Parties having only "warm shell", if they are willing to provide additional facilities, may quote the rates for both the warm shell and the rates for other additional facilities.

The minimum required partitions are:

- a) Room Approx : 23 Sq mtr -1 numbers
- b) Room Approx : 18 Sq mtr – 11 numbers
- c) Cubicles Approx: : 11 Sq mtr – 23 number
- d) Hall : 20 work stations
- e) Entrance Hall with : 66 Sq Mtr approx.

Reception and waiting

- f) Conference Hall : 22 Sq Metre
- g) Internal Audit : 11 Sq metre approx

Party room

- h) Waiting Lounge : 11 Sq metre approx
- i) Store for forms
and Stationery : 11 Sq metre approx
- j) Library : 11 Sq metre approx
- k) Server Room : 22 Sq. Mtr approx
- l) Recreation Room : 22 Sq. Mtr
- m) Canteen/Pantry : 11 Sq. Mtr
- n) Common toilets : 11 Sq .Mtr approx

For the public.

- o) Separate toilets for
Staff and ladies : 22 Sq Mtr approx

9.19 The rates quoted should show the service tax component separately. The rate should be quoted in Indian Rupees only.

9.20 Over-writing, alterations, if any in the bids should be signed by the authorized signatory. Bids in typewritten form are preferred.

9.21 No tender will be accepted by courier, fax, email or any other such means, except by hand or through speed post.

9.22 Tender not conforming to these requirements shall be rejected and no correspondence will be entertained in this regard whatsoever the reason may be.

9.23 Any form of canvassing / influencing the bid will attract rejection of bid submitted by the bidder.

9.24 All disputes will be subject to adjudication of High Court of Bombay.

9.25 Department will not pay any brokerage for the property offered.

9.26 The initial lease will be for a maximum period of three years and may be renewed further for three years at a time.

9.27 NOC shall be submitted by the bidder stating that they have no objection with installation of ITBA nodes in the proposed building. The bidder should also facilitate setting up of nodes throughout building space offered to the Income Tax Department.

9.28 Lease will be formalized in the proforma of Standard Lease Agreement as applicable for Central Govt. Departments. Periodical revision of rent will be considered as per clauses of Standard Lease Agreement.

9.29 The technical bids should be accompanied by the following documents:

Please also see Pre-Qualification criteria as per Annexure III

- i) Documents in support of ownership of building/Land and construction thereon.
- ii) Copy of PAN Number of original owner of the premises
- iii) Proof that the applicant is the original owners or lease holders or power of attorney holders or authorized agents of properties.
- iv) Certificate of authorized signatory from CEO, if the owner is a Company,

firm, Society, etc.

- v) An affidavit swearing that the space offered is free from any liability and litigation with respect to its ownership, lease/renting and that there is no pending payments against the same.
- vi) No Objection Certificate / Clearance Certificate from all relevant Central/State Government and Municipal Authorities, including Fire Department, for commercial / institutional /office / dual use of the property.
- vii) Copies of approved plan of the accommodation offered.
- viii) Attested / self-certified copy of completion certificate issued by the competent authority.
- ix) Proof / certificate from the authorized architect certifying the carpet area of the space offered for hiring.
- x) Updated copies of all Municipal/other applicable tax receipts.
- xi) Undertaking from the owner indicating the period and time when the accommodation could be made available for occupation after signing the agreement.
- xii) NOC for installation of ITBA nodes.

10. PROCEDURE FOR SUBMISSION OF TENDER:

10.1 The offers are entertained in two bid system i.e. (a) the first envelope containing techno commercial information and (b) expected rent.

10.2 Both the bids (technical and financial) duly signed by the owner or his authorized signatory should be sealed in two separate envelopes as described below:

- (a) Envelope 1 containing technical bid in Annexure-I duly completed in all respects along with all relevant documents.
- (b) Envelope 2 containing the financial bid, as prescribed in the Annexure - IIA and IIB showing rates, financial terms, and conditions, etc.

10.3 Both the envelopes should be superscribed in bold letters with the statements 'TECHNICAL BID FOR RENTED / LEASED OFFICE ACCOMMODATION' or 'FINANCIAL BID FOR RENTED / LEASED OFFICE

ACCOMMODATION', as the case may be.

10.4 Finally, the above-mentioned two envelopes should be sealed in a single cover and addressed to

THE PR. COMMISSIONER OF INCOME-TAX-1, THANE

Superscribed as

“BID FOR RENTED/LEASED OFFICE ACCOMMODATION”

And must reach on or before the closing time and date indicated on top of this document

NOTE : Tenders not submitted as per above procedure of Two Bid System, as explained above, will be summarily rejected.

10.5 The Technical Bid should be accompanied by the documents as indicated in Annexure-III, without which the tender will be considered incomplete and hence, summarily rejected.

10.6 The Technical Bid should be accompanied by a copy of this Tender Document with each page duly signed by the authorized signatory of the bidders, who has signed the bid, in token of bidders' acceptance of the terms and conditions of the Tender. Bids not accompanied by a duly signed copy of the Tender Document will not be considered.

10.7 Only those technical bids which satisfy all the pre-qualification criteria mentioned in Annexure III shall be considered for Evaluation.

10.8 For any pre-bid submission queries, the prospective bidders may contact The Joint Commissioner of Income Tax (TDS), Range Thane, Ground Floor, Qureshi Mansion, Gokhale Road, Naupada, Thane(W)-400602. Queries, if any, raised by Income tax Department, after opening of Technical Bids should be answered by the prescribed date. In case of no reply, Bid shall be cancelled. As far as possible, such clarifications would be sent through e-mail and confirmed through a formal letter, duly signed by the authorized signatory.

10.9 Bids received after the closing date and time shall not be considered and no correspondence in this regard will be entertained.

11. PROCEDURE FOR OPENING OF TENDER:

11.1 The tender will be opened publicly on 24/07/2024 at 11.00 AM in the Conference Hall, 6th Floor, Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial

11.2 While opening the tenders, the envelopes containing Technical Bids shall be opened first. The Technical bid will be evaluated by Evaluation Committee set up by the Pr Chief Commissioner of Income-Tax, Pune. The Evaluation Committee will open Financial Bid after evaluation of the Technical Bids. Financial Bids of only the technically qualified bidders will be opened.

11.3 The Evaluation Committee shall visit the space offered by bidders to ascertain the suitability of the location / space and other facilities / utilities available. The assessment of the Evaluation Committee would be one of the major criteria for evaluation of the technical bids. The score of the technical bids by the Evaluation Committee would be as per the technical evaluation criteria prescribed in **Annexure IV**.

11.4 The bidders would be qualified for opening of their Financial Bids subject to evaluation of the Technical Bids submitted and satisfactory report from the Committee after visiting the premises. The date, time, and place for opening of financial bids would be informed to the bidders, whose technical bids are found acceptable, by e-mail or telephone or post. The bidders, if they so desire, can depute their representatives for opening of Financial Bids.

11.5 The bidders would be qualified for opening of their Financial Bids based on the assessment as per evaluation of the technical bids. Financial bid of only those bidders shall be considered who secure at least 60points out of total 100 for the technical evaluation score. There is no cap on minimum number that can be declared technically qualified.

12. BID EVALUATION

12.1 The Financial Bids would be evaluated based on the furnished and functional ready-to-move-in accommodation along with power back up, common area charges, fixtures, ACs, fans, etc. The taxes, if any, may be shown separately.

12.2 The financial bid will be scrutinized and finalized subject to ratification by the Central Public Works Department. The rent demanded by the landlord or fair rent as suggested by the CPWD, whichever is lower, will be considered for finalization.

13. PAYMENTS:

13.1 Payments shall be made by Income Tax Department, Pune against pre-receipted bills as per the lease deed to be executed between Income Tax Department and the owner or his/her legal representative.

13.2 Payment of rent will be made on monthly basis by RTGS procedure after deduction of the tax at source (TDS) as applicable from time to time.

13.3 No security deposit or any other advance payment, except the monthly rent, shall be payable by Income Tax Department.

13.4 Barring certain eventualities viz. non-availability of fund, error in bill presented by the lessor, and any other administrative reasons, the Income Tax Department, Pune (Lessee) will try to make payment of gross monthly rental by 20th day of succeeding month (except the date not being Saturday, Sunday, or any Public Holiday). However, under no circumstances, interest shall be payable on any delayed rent payment by Income Tax Department, Pune and lessor shall also not demand any interest on any ground and on any account.

14. ARBITRATION:

I. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

II. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties as per the above-mentioned provision.

III. The place of arbitration shall be at Thane.

IV. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.

V. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

VI. The rights and obligations of the Parties under or pursuant to this Clause,

including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Pune only.

VII. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by email “thane.ccit@incometax.gov.in”, if by postage then through prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

15. NOTE FOR BIDDERS:

i. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

ii. The bid document shall be complete in accordance with various clauses of the RFP document, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to bid and make commitments on behalf of the Bidder is to be attached.

iii. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

iv. Prices quoted by the Bidder shall remain fixed for the period specified in the RFP and shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

v. If deemed necessary the Income Tax Department may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

vi. The bidder may also be asked to give presentation for the purpose of clarification of the bid.

vii. The bidder must provide specific and factual replies to the points raised in the RFP.

viii. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

ix. All the enclosures (bid submission) shall be serially numbered with rubber

stamp of the participating bidder company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

x. Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.

xi. The Income Tax Department reserves the right to reject bids not conforming to above.

xii. The two NON-WINDOW envelopes I & II shall be put together and sealed in an outer NON-WINDOW envelope.

xiii. All the envelopes shall be addressed to the Income Tax Department and delivered at the address given in this RFP and should have name and address of the Bidder on the cover.

xiv. If the envelope is not sealed and marked, the Income Tax Department will assume no responsibility for the Bid's misplacement or its premature opening.

16. DEADLINE FOR SUBMISSION OF BIDS:

I. Bids must be received by the Income Tax Department at the address specified and by the date and time mentioned in the 'Schedule of Events'.

II. In the event of the specified date for submission of bids being declared a holiday for the Income Tax Department, the bids will be received up to the appointed time on the next working day.

III. In case the Income Tax Department extends the scheduled date of submission of bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the Income Tax Department and bidders will remain the same.

IV. Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and returned unopened to the bidder.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

I. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the Income Tax Department, prior to the deadline prescribed for submission of Bid. The submission of modification/withdrawal shall be made in the same manner as prescribed in para 11 of this RFP.

II. No modification/withdrawal in the Bid shall be allowed, after the deadline for submission of Bids.

III. With drawn bids, if any, will be returned unopened to the Bidder/s.

18. PERIOD OF VALIDITY OF BIDS:

I. Bids shall remain valid for 180 days from the last date of submission of bids. A Bid valid for a shorter period is liable to be rejected by the Income Tax Department as non-responsive.

II. The Income Tax Department reserves the right to call for fresh quotes at any time during the validity period, if considered, necessary.

19. BID INTEGRITY:

Willful mis-representation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Income Tax Department may take. All the submissions, including any accompanying documents, will become property of INCOME TAX DEPARTMENT, PUNE.

20. TECHNICAL EVALUATION:

I. Technical evaluation will include technical information submitted as per technical bid format, demonstration of proposed premises, reference calls and site visits, wherever required.

II. The Income Tax Department reserves the right to evaluate the bids on technical parameters including premises visit also. Only those Bids which are found to satisfy all essential requirements as per terms and condition of this RFP, will be further evaluated on the basis of an evaluation matrix and assigned technical scores. Such technical evaluation and awarding of technical scores will be carried out by the designated technical officers of the Income Tax Department using the following evaluation matrix :

ANNEXURE - III: EVALUATION CRITERIA

Sl. No.	Technical Evaluation Criterion	Max Points	Terms Evaluation of Independent Building	Points Obtained
1.	Availability of entire space in one independent building or same floor in a building	15	Continuous floors with dedicated entry on each floor	15
			Continuous floors with non-dedicated entry	10
			Non-continuous floors with dedicated Entry on each floor	10
			Non-continuous floors with non-Dedicated entry	5
2.	Availability of partitions or willingness of the owner to make the partitions within 30 days	20	If the partition is available or if the bidder is willing to do a partition	20
			If the partition is not available and the bidder is not willing to do a partition	0
3.	Availability of dedicated lift(s) for use by the Department	8	Dedicated lift available from the Main entrance.	8
			Dedicated lift available from the side entrance	6
			Common lift Available	4
4.	Availability of dedicated parking space (four-wheeler/two-wheeler)	8	Dedicated car parking for more than 20 cars	8
			Dedicated car parking for 15 to 20 cars	5
			Dedicated car parking for 10 to 15 cars	3

			Dedicated car parking for less than 10 cars	0
5	Proximity to local train station	6	<1000m	6
			>1000 m and < 1400m	4
			>1400 m and < 2000m	2
6	Distance from the current office at “Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial Estate, Thane-400604”	8	<1km	8
			1 to 5km	4
			>5km	2
7	Suitability of accommodation for Income tax Office as per the assessment of the Evaluation Committee after physical verification of the property.	35	Age of Building	5
			Uninterrupted Supply of Water	3
			Furniture and Fixture	5
			Security & Safety (CCTV, Fire safety, etc.)	5
			Power Back-Up	5
			Ladies’ Washroom on each floor	5
			Natural Light	2
			Universal Accessibility	5
Total Points		100		

NOTE: Financial bid of only those bidders shall be considered who secure at least 60 points out of total of 100 for the technical evaluation score.

21. AWARD CRITERIA:

I. Income Tax Department will notify acceptance by LOI to successful bidder. The Selected bidder must return the duplicate copy of the same to the Income Tax Department within 7 working days, duly accepted, stamped, and signed by authorized signatory as a token of acceptance.

II. Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

III. The notification of award will constitute the formation of the contract.

IV. The successful bidder shall be required to enter into a Lease Agreement with the Income Tax Department, within 30 days of award of the tender or within such extended period as may be decided by the Income Tax Department.

V. Until the execution of a formal Agreement, the Bid document, together with the Income Tax Department’s notification of award and the Bidder’s acceptance thereof, would constitute a binding contract between the Income Tax Department and the successful Bidder.

VI. The Income Tax Department reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

22. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Income Tax Department reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Income Tax Department’s action.

23. PENALTY CONDITIONS:

Penalty clauses for non-fulfillment of the following T & C shall be as follows -

Item	Penalty (% of monthly rental*)
Water not available for 4 hours or more	0.1 % per instance
Electricity outage for more than ½ hour	0.5 % per instance
50% or more than 50% of the lifts not Working for more than 4 hours	0.1 % per instance
A.C. outage for more than ½hour	0.5 % per instance

Delay in handing over	If more than 30 days from the date of issue of LOI, Income Tax Department has right to impose penalty of Rs.5000/- per Day for delayed period.
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*Monthly rental means rent plus other charges. Maximum penalty in a month shall not exceed 10% of the monthly rental. Penalty shall not be levied in case of force majeure. Penalty if any, calculated during the month will be recovered from next month rent.

24. INSURANCE:

The successful bidder should obtain comprehensive insurance on “All Risks” basis, valid for duration of lease.

25. INDEMNITY:

The Bidder shall indemnify the Income Tax Department, and shall always keep indemnified and hold the Income Tax Department, its employees, personnel, officers, directors, (here in after collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney’s fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Income Tax Department as a result of Income Tax Department’s authorized/bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement and the provisions of this clause shall survive the termination of the RFP and subsequent Agreement.

26. NO LIABILITY:

Under no circumstances Income Tax Department shall be liable to the bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising from termination of this Agreement, even if Income Tax Department has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

27. TERMINATION:

Income Tax Department shall have option to terminate/cancel this RFP at any stage without any prior notice. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.

In following events Income Tax Department shall terminate the lease agreement, if Bidder:

- I. Breaches any of its obligations set forth in the lease agreement or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Income Tax Department gives written notice; or
- II. Failure by Bidder to provide the Income Tax Department, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Income Tax Department.

28. FRAUD & CORRUPT PRACTICES:

The Bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Bidding Process.

- I. Notwithstanding anything to the contrary contained herein, the Income Tax Department shall reject an application without being liable in any manner what so ever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/undesirable or restrictive practices during the Bidding Process.
- II. If a Bidder is found by the Income Tax Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Income Tax Department during a period of 5 (five) years from the date if such Bidder is found by the Income Tax Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- III. For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:
 - i. “corrupt practice” means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Income Tax Department who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the concession agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Income Tax Department, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (b) engaging in any manner

whatsoever, whether during the Bidding Process or after the issue of the letter of authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the project or the letter of authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Income Tax Department in relation to any matter concerning the Project;

ii. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process

iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

iv. “Undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the Income Tax Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (b) having a Conflict of Interest; and

v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

29. FORCE MAJEURE:

The Bidder or Income Tax Department shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the Bidder shall promptly notify Income Tax Department in writing of such conditions and any change thereof. Unless otherwise directed by Income Tax Department in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

30. GOVERNING LANGUAGE:

The governing language shall be English.

31. APPLICABLE LAW:

The contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Thane.

32. TAXES AND DUTIES:

I. The Bidder shall be liable to pay all statutory dues, corporate tax and income tax (except utility bills) that shall be levied according to the laws and regulations applicable from time to time in India.

II. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Income Tax Department shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Income Tax Department as per the laws and regulations in force. Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax/GST that may be levied in India on income and profits made by the Bidder in respect of this contract.

III. Lease Expenses- All expenses, stamp duty and other charges/ expenses in connection with the execution of the Lease Agreement because of this RFP process shall be borne equally by the bidder and the Income Tax Department.

IV. The bidder must have a valid PAN and TAN.

33. COMPLIANCE WITH LAWS:

I. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Income Tax Department and its employees/officers/staff/personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

II. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc.,

as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Income- Tax Department and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Income Tax Department will give notice of any such claim or demand of liability within reasonable time to the Bidder.

III. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Income Tax Department arising out of claims made by its customers and/or regulatory authorities.

34. NON-DISCLOSURE AGREEMENT:

The selected vendor shall submit a signed Non-Disclosure Agreement (NDA), as below:

ANNEXURE: Non-Disclosure Agreement

I, (Name of the Bidder), hereby agree to abide by the following conditions -

- a) The Bidder shall treat all documents, information, data and communication of and with the Income Tax Department as confidential.
- b) Successful Bidder shall not, without the Income Tax Department 's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings/designs furnished by or on behalf of the Income Tax Department to any person other than the person(s) employed/designated by the Bidder for the purpose of performance of this RFP.
- c) Further, any such disclosure to any such person employed by the Bidder shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the non-disclosure clause.
- d) The Bidder shall not, without the Income Tax Department 's prior written consent, make use of any document or information mentioned in these

conditions of the RFP except for the sole purpose of performing this RFP.

.....

(Signature, name and address of the Bidder or Bidder's executive/representative duly authorized to sign on behalf of the Bidder)

For and on behalf of.....

(Name and address of the Bidder)

(Seal of the Bidder)

35. SET OFF:

Without prejudice to other rights and remedies available to the Income Tax Department, it shall be entitled to earmark, set-off or adjust any amounts due to the Income Tax Department, under any clause of the RFP, from the selected bidder against payments due and payable by the Income Tax Department to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

Annexure-I**TENDER DOCUMENT – TECHNICAL BID FOR HIRING OF OFFICE
ACCOMMODATION TO INCOME-TAX DEPARTMENT, PUNE**

Sl. No.	Particulars	Documents to be submitted
1.	Full particulars of the legal owner of the premises: a) Name: b) Address (Office & Residence): c) Telephone & Mobile No.: d) Tele-fax: e) E-mail ID: f) PAN & TAN:	Copies of PAN Card & TAN Card
2.	Full particulars (with complete contact details e.g., postal address, phone number, mobile number, and e-mail ID of person(s) offering the premises on rent/lease and submitting the Tender	Please provide details
3.	Status of the applicant with regard to the accommodation offered for hiring	
4.	a) Complete address with brief description and location of the accommodation offered. b) Whether commercial or dual use (residential-cum-commercial)	Relevant certificates from TMC / Corporation of Thane / any other authority for commercial or dual use.
	Radial Distance (approx.) from existing office at Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial Estate, Thane-400604	If applicable, TMC / Municipal Authority certificate for use of Commercial purpose.
5.	Total area offered for rent (floor wise) in sq ft. i) Carpet area ii) Built up area iii) Super Built up area iv) Dimensions of stair case, corridors, and lifts.	Certified sketch & site plan
6.	Particulars of completion certificate.	Attested/self-certified copy of completion certificate issued by the competent authority.

7.	Facilities for vehicle parking	Please provide details of capacity of vehicle parking space in terms of number of cars and two wheelers, separately. Also, provide details of facilities for Parking of guests/taxpayers.
8.	<p>Type of accommodation:</p> <p>a) whether single floor or multi - story.</p> <p>b) with provision of rooms on each floor or hall type</p> <p>c) whether there are any conditions for carrying out partitioning as per requirement of the Department.</p> <p>d) whether rooms are constructed.</p> <p>e) whether modification in internal plan permitted in case of constructed rooms.</p> <p>f) details of space available for installation of Gensets/UPS, etc.</p>	Please provide answer to each of the sub points along With necessary documents, where ever required.
9.	Number of lifts and their carrying capacity	Provide details of make, year of installation & status of working etc.
10.	Availability of facilities/ utilities	Number of Toilets (floor wise), with details of capacity of each toilet i.e. WCs, Urinals, Commodes and Wash basin (separately of men and women)
11.	<p>a) Whether running water, both drinking and other utility available round the clock.</p> <p>b) whether sanitary and water supply installations have been provided</p>	Please provide point wise reply

12.	<p>a) whether electrical installations and fittings, power plugs, switches etc., are provided.</p> <p>b) whether building has been provided with fans or not (if yes, the number of fans - floor wise)</p> <p>c) whether provisions for Air-conditioning with power points available or not?</p>	Please provide point wise reply
13.	<p>i) sanctioned electricity load</p> <p>ii) whether willing to get the electricity load increased in case Department needs.</p>	
14.	<p>i) Details of power back up facilities</p> <p>ii) Arrangements for regular repairs and maintenance of such 'Power Back Up' facility</p>	Please provide point wise reply
15.	Details of Fire Safety Mechanism along with Particulars of Fire Department Certificate	(Copy of certificate to be enclosed).
16.	The period and time when the said accommodation could be made available for occupation after the approval by Department	Undertaking from the owner
17.	i) Specify the period for which the property is being offered for rent with provision of extension.	A self-attested undertaking form the owner of the property indicating the number of years for which property is being offered for rent to the Department
18.	Distance from the nearest Bus Stand, Auto stand and Railway station.	Please provide point wise details
19.	Whether the owner of the building is agreeable to monthly rent as determined and fixed by the competent authority like CPWD?	
20.	Various Tax receipts (property, corporation/ Municipality tax etc.)	
21.	The space offered should be free from any liability and litigation with respect to its ownership, lease / renting and there should be no pending Payments against the same.	A self-attested undertaking indicating the same along with certificate in this regard by the competent authority.

22.	Clearances / No objection Certificates from all relevant Central / State Government and Corporation / Municipal Authorities including Fire Department for use as office premises conforming to the Corporation / Municipality Rules and By-laws	Copies of all clearances /No Objection Certificates from all relevant Central / State Government and Corporation / Municipal Authorities Copies of approved plan of the office space being offered Documents in support of ownership of Building/Land and construction
23.	NOC for installation of ITBA nodes.	NOC
24.	Any other salient aspect of the building, which the party may like to mention	Along with necessary document where ever required.

Declaration:

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

ii) It is hereby declared that the particulars of the buildings 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 false, I/We shall be liable to such consequences /lawful action as the Department may wish to take.

Signature

Name

Designation

FINANCIAL BID HIRING OF ACCOMMODATION FOR OFFICE

Full particulars of the legal owner of the premises:

- a) Name
- b) Address (Office & residence)
- c) Telephone & Mobile No.
- d) Tele-fax
- e) E-mail ID
- f) Address of Property offered

Sl. No.	Brief Description	Area in Sq ft	Rate Quoted per sq. ft. of Area	Amount per month (Rs.)
1.	a) Property for office space	Carpet Area	Warm shell only	
	b) Common area like space for lift, staircase etc.			
Total				
2.	Taxes (if any)			
3.	Total Amount Per Month (in figures)			
4.	Total Amount Per Month (in words)			

Note:

a. The term "warm shell" refers to the owner delivering the space to the tenant with basic finishing's which include painted walls, electrical panels and outlets, tiled floor, plastered ceiling with basic lighting, finished bathrooms and fire safety systems.

b. Other charges viz. power back-up, charges for fan, light fixtures, air conditioning etc. and any other charges towards extra feature, maintenance cost etc. shall be excluded in the rates above. The same shall be quoted separately in Annexure-II B.

c. Periodical revision to rent will be determined as per the conditions laid down in Revised Standard Lease Agreement as per OM No.16011/1/2000- Pol. III of Directorate of Estates, Govt. of India dt.03-09-2001 or as revised from time to time.

d. Lowest bidder shall be decided based on the rate quoted as per Annexure II A.

e. Quote should be covering all taxes and duties. This shall be the amount payable by the Department monthly as rent.

f. Rates should be quoted in figures and words without any errors, over writing or corrections and should include all applicable taxes etc. in case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.

Signature

Name

Designation

Date

OTHER CHARGES: HIRING OF ACCOMMODATION FOR OFFICE

S. No.	Brief Description	No. of units Being made available	Per unit cost Quoted (in Rs.)	Total amount (in Rs.)	Repoints, if any
1.	Power back up if Any				
2.	Charges for fan & lights fixtures, if provided				
3.	Charges for AC, if installed				
4.	Any other charges for any extra feature, etc. (please specify)				
5	Maintenance charges (please specify)				
Total Amount (in Rs.)					

Note:

- a) Above mentioned charges shall be over and above the Total Amount quoted in Annexure - II A as monthly rent.
- b) The Other charges mentioned in this Annexure shall not be considered while deciding the lowest bidder.
- c) If the charges quoted are unacceptable to the Department, the bidder shall be ready to remove the assets from the property being rented.
- d) The Department shall have no obligation to accept these charges. The charges may be negotiated with the selected bidder.

Signature Name

Designation

Date

Pre-Qualification Criteria

1	9000 sq ft of Carpet Area.
2	24 hrs. availability of Electricity and Water Supply
3	Dedicated Parking of cars and two wheelers as per extant of Local body Rules at the time of obtaining approval for construction
4	Availability of approved plan/drawing
5	Availability of relevant certificates from TMC and / or Other Authority for Commercial or dual use
6	Affidavit from the Original owners or authorized agents clearly stating that space offered for rent is free from any litigation /disputes with regard to ownership, pending taxes/electricity bills, dues etc.
7	Fire Department Certificate
8	A self-attested undertaking from the owner of the property indicating the number of months for which the property is being offered for rent
9	Copies of all clearances/ No objection certificates from all relevant Central /State Government and Municipal Authorities
10	Documents in support of ownership of Building/Land and construction

Note:

Only those bids which satisfy all the 10 qualification criteria mentioned above shall be considered for Evaluation

All the document submitted should be self-attested.

EVALUATION CRITERIA

Sl. No.	Technical Evaluation Criterion	Max Points	Terms of Evaluation of Independent Building	Points Obtained
1.	Availability of entire space in one independent building or same floor in a building	15	Continuous floors with dedicated entry on each Floor	15
			Continuous floors with non-dedicated entry	10
			Non-continuous floors with dedicated entry on Each floor	10
			Non-continuous floors with non-dedicated Entry	5
2.	Availability of partitions or willingness of the owner to make the partitions within 30 days	20	If the partition is available or if the bidder is willing to do a partition	20
			If the partition is not available and the bidder is not willing to do a partition	0
3.	Availability of dedicated lift(s) for use by the Department	8	Dedicated lift available From the main entrance	8
			Dedicated lift available From the side entrance	6
			Common lift available	4
4.	Availability of dedicated parking space (four-wheeler/two-wheeler)	8	Dedicated car parking For more than 20 cars	8
			Dedicated car parking For 15 to 20 cars	5
			Dedicated car parking For 10 to 15 cars	3
			Dedicated car parking For less than 10 cars	0
5	Proximity to local train station	6	<1000 m	6
			>1000 m and < 1400 m	4
			>1400 m and < 2000 m	2
6	Distance from the current office at Ashar I T Park, 6th Floor, Road No. 16 Z, Wagle Industrial Estate, Thane-400604	8	< 1 km	8
			1 to 5 km	4
			> 5 km	2
7	Suitability of accommodation for Income tax Office as per the assessment of the Evaluation Committee after physical verification of the property.	35	Age of Building	5
			Uninterrupted Supply of Water	3
			Furniture and Fixture	5

			Security & Safety (CCTV, Fire safety, etc.)	5
			Power Back-Up	5
			Ladie's Washroom on Each floor	5
			NaturalLight	2
			Universal Accessibility	5
	Total Points	100		

NOTE:

Financial bid of only those bidders shall be considered who secure at least 60 points out of total 100 for the technical evaluation score.

CERTIFICATE / UNDERTAKING FROM THE OWNER

I / We _____(Name) or M/s. _____(Name of the Company/Body/Firm etc.) hereby confirm that I/we are the owner(s) of the Premises as described at _____(Address) and are legally entitled to lease the subject premises.

Signature of the Owner

I / We declare that the information furnished above is true and correct and conforms to the specifications.

Signature of Owner (with seal if applicable)

I / We further declare, confirm and undertake:

I. That the property has clear marketable title free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature.

II. That the drafts of all documentation which may be finalized by the Income Tax Department and its solicitors / lawyers shall be final and binding on me / us.

III. I / We am /are aware that The Income Tax Department is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender.

IV. That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the lease deed before execution of the lease deed or a letter authorizing the said use will be provided to us.

V. The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.

VI. That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.

VII. That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.

VIII. That the following documents as per the requirement of the Income Tax Department or its legal team will be provided:

- Sale deed or any other title documents through which the offered premises was purchased by me/us earlier.
- All original chain of documents pertaining to the premises.
- Latest Receipt of payment of Electricity Bill and any other charges
- Non-encumbrance Certificate and any other document required.

IX. My/our offer is open for acceptance for a period of 180 days from the date of opening of technical bids. If required, the validity period may be extended on mutual agreement with Income Tax Department, in case my/our offer being considered for final shortlisting.

X. I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/tender document and I/we understood the instructions fully.

Name of the signatory:

Place:

Signature of Owner (with seal if applicable)

Non-Disclosure Agreement

I,.....(Name of the Bidder), here by agree to abide by the following conditions -

- a) The Bidder shall treat all documents, information, data and communication of and with the Income Tax Department as confidential.
- b) Successful Bidder shall not, without the Income Tax Department prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings/designs furnished by or on behalf of the Income Tax Department to any person other than the person(s) employed/designated by the Bidder for the purpose of performance of this RFP.
- c) Further, any such disclosure to any such person employed by the Bidder shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the non-disclosure clause.
- d) The Bidder shall not, without the Income Tax Department's prior written consent, make use of any document or information mentioned in these conditions of the RFP except for the sole purpose of performing this RFP.

.....

(Signature, name and address of the Bidder or Bidder's executive/representative duly authorized to sign on behalf of the Bidder)

For and on behalf of.....

(Name and address of the Bidder)

(Seal of the Bidder)

ANNEXURE-VII

SELF - DECLARATION-NO BLACKLISTING

In response to the RFP dated **/**/ 2024 for acquisition of office premises on Lease basis, as an Owner/Partner/Director/Authorized Signatory of _____, I/We here by declare that presently I/our company/firm _____, at the time of bidding: -

I. Possess the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

II. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

III. Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central government/ PSU/ UT.

IV. Does not have any previous transgressions with any entity in India or any other country during the last five years.

V. Does not have any debarment by any other procuring entity

VI. Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

VII. Does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

VIII. Will comply with the norms and procedures as specified in the bidding document.

IX. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Signature:

Seal of Company (if applicable)

ANNEXURE-VIII

Pre – Bid Query Format

(To be provided strictly in Excel format)

Bidder Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bidder Name