



भारत सरकार / Government of India Tele./दूरभाष : 0141 2744823

कार्यालय / Office of the

आयकर सहायक आयुक्त, (छूट) सर्किल जयपुर

Asstt. Commissioner of Income-tax (Exemption) Circle Jaipur

कमरा न. 205 द्वितीय तल, सी-95, बाबा भवन, जनपथ, लालकोठी, जयपुर-302005

Room No. 205, 2nd Floor, C-95, Baba Siddhnath Bhawan, Janpath, Lal Kothi, Jaipur- 302005

No. ACIT(E)/Hiring/2014-15/ 857

Date: 09th February, 2015

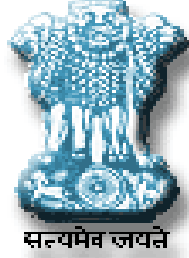
ADVERTISEMENT FOR OFFICE SPACE

The Income Tax Department, Jaipur is looking for a ready-built office accommodation to be taken on rental basis at Jaipur admeasuring 5,000 - 7,000 Sq.Ft preferably located within 3 kms of Income-tax office, Central Revenue Building, Statue Circle, Jaipur. The Department invites expression of interest from the interested parties who are ready to lease out on a long term basis, their readily available premises. The specifications of the accommodation required are mentioned in the tender document which can be obtained either from the office of the Asstt. Commissioner of Income-tax (Exemptions) Circle, Jaipur, IInd Floor, C-95, Baba Siddhnath Bhawan, Janpath, Lal Kothi, Jaipur or may download the same from the 'Tenders' section from the web site of the Department www.incometaxindia.gov.in. Only those parties who satisfy the conditions mentioned therein may submit their offers to the Asstt. Commissioner of Income-tax (Exemptions) Circle, Jaipur, IInd Floor, C-95, Baba Siddhnath Bhawan, Janpath, Lal Kothi, Jaipur on or before 14.00 hrs. of 23.02.2015.

(G.K. Sharma)

Asstt. Commissioner of Income-tax
(Exemptions) Circle, Jaipur
(Convener, Local Infrastructure Committee)





TENDER/OFFER DOCUMENT

Hiring of office accommodation for INCOME TAX DEPARTMENT At Jaipur

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कायालय@Office of the

आयकर सहायक आयुक्त ,(छूट) सर्किल जयपुर

**Asstt. Commissioner of Income-tax (Exemption) Circle Jaipur
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**Room No. 205, 2nd Floor, C-95, Baba Siddhnath Bhawan,
Janpath, Lal Kothi, Jaipur- 302005**

No. ACIT(E)/Hiring/2014-15/360

Date: 09th February, 2015

TENDER/OFFER DOCUMENT

(terms & conditions)

To

All intending parties

.....
.....

**Subject: Hiring of office accommodation for Income-tax Department, Govt. of
India, Jaipur**

Dear Sirs/Madams,

The Income-tax Department is desirous of hiring a suitable office accommodation for the proposed expansion of their office space at Jaipur. The requirement is for an office with carpet area of 5,000 to 7,000 Square feet (excluding covered/underground parking area, if any) within the limits of Jaipur Municipal Corporation. **The premises is meant for use by the Income-tax Department on its own or by persons authorised by the Department.**

2. The building offered must be vacant, free from all encumbrances/claims and legal or other disputes etc. Documentary proof of ownership of the Building; absence of any encumbrance, claim and legal or other disputes and of payment of all taxes, duties, dues, telephone, water, electricity charges etc., must be submitted along with the offer document.

The tenders for the proposed office space at Jaipur should satisfy the following conditions:-

- i) The building should be located within 3 kms of Income-tax office, Central Revenue Building, Statue Circle, Jaipur and within the Jaipur Municipal Corporation limits.
- ii) The desired carpet area is 5,000 to 7,000 sq.ft. The carpet area should be minimum of 5,000 sq.ft.
- iii) The building should be preferably exclusive i.e. entirely for the Income-tax Department.
- iv) The location of the building should be easily accessible by public transport.
- v) The building should be properly ventilated and located.
- vi) The building should be located preferably on main road with easy access. It should be fit and approved for office user. It should be in an area where other Government offices are located.
- vii) The area proposed to be given on rent should be on the same floor, if it is multi-storied building.
- viii) In case of multi-storied building, preference shall be given to buildings wherein space already has been occupied by Government/Public undertaking Offices.
- ix) The building should have adequate toilets facilities separately for ladies and gents for the proposed area;
- x) The building should have facilities, like lift/toilets/ramp etc. for physically challenged persons.
- xi) The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and pending payments against the offered space.
- xii) In case the building is furnished, the same should be in good & presentable condition and should not be old more than 5 years.
- xiii) The building should have minimum parking space for 10 cars and 40 Two wheelers dedicated for the officers and staff. In addition to above parking space, ample space for car/two wheeler parking should be there for visitors.
- xiv) The building should have 100% power back-up.
- xv) The technical requirements as laid down in the Technical Bid should be conformed to.

3. For rent purposes, the building should be in the form of an Extended Warm Shell, i.e. a building in the modified state with the following facilities:-

- i. All ceiling/flooring works which will have to be executed strictly as per the drawings/specifications given by the Department or any other person authorised by it.
- ii. 100% Power back up
- iii. Highside Air-conditioning (either through chillers/VRF)

- iv. Falls ceiling with AC ducting and ventilation.
- v. Wi-Fi connectivity.
- vi. Strengthening of certain floor areas for Servers/UPS as per the drawings/ specifications given by the Department or any other person authorised by it.
- vii. Any other facility as may be required by the Department or any other person authorised by it.

4. The selected party shall be required to sign a Lease Agreement with the designated authority of the Income-tax Department as a legal requirement. The agreement shall be signed initially for a period of three (03) years extendable for further period(s) as per requirements. A draft of the Lease Agreement Document is enclosed as 'Annexure-D'.

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

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

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

7. The Technical Bid must be accompanied with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees fifty thousand only) either in the form of Bank Draft/Banker's Cheque or any other mode authorised for depositing EMD for Government Tenders under the General Financial Rules, 2005 in favour of the **ZAO, CBDT, Jaipur**, payable at Jaipur. The tender document can be obtained either from the Office of the Asstt. Commissioner of Income-tax (Exemptions), Circle, Jaipur, IInd Floor, C-95, Baba Siddhnath Bhawan, Janpath, Lal Kothi, Jaipur or downloaded from the Departmental website www.incometaxindia.gov.in.

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

8. **Procedure for submitting Bids:**

- (a) For Technical Bid, documents at i) to iv) of para 6 above with all other required documents (duly signed) as well as the EMD of Rs. 10,000/- should be submitted in a sealed envelope (Envelope-I) super scribed as:

"TECHNICAL BID for Office Accommodation for the Income-tax Department at Jaipur"

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

"FINANCIAL BID for Office Accommodation for the Income-tax Department at Jaipur."

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

"Tender/Offer for Office Accommodation for the Income-tax Department - Ref No. ACIT(E)/Hiring/2014-15 not to be opened before 25.02.2015"

Important Note:

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

9. The Bid documents should be dropped **along with the offer letter** in the locked sealed Tender Box Placed at the Office of the the Asstt. Commissioner of Income-tax (Exemptions), Circle, Jaipur, IInd Floor, C-95, Baba Siddhnath Bhawan, Janpath, Lal Kothi, Jaipur **latest by 15.00 hrs on 23.02.2015**. The Tender Box will be opened at **16.00 hrs on 25.02.2015** by the Department for Technical Bids only in the presence of all such bidders, who wish to be present.

Financial Bids of those who qualify on evaluation of Technical Bids by screening committee would be opened later, the date of which will be intimated to the qualified bidders separately.

10. The valid tenders will be processed in two parts. Details furnished in the Technical Offer shall be assessed/evaluated by a Screening Committee

appointed by the Department. The preferences/weightages referred to in this Tender Document and in the Technical Bid enclosed hereto and such other preferences/weightages as are deemed warranted shall be disclosed to the participants at the time of evaluating the Technical Bids. The authorised representatives of the Department may also inspect the buildings after opening the Technical Bids and before opening the Financial Bids for suitability.

11. In case, the Technical Bid is found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the Property along with proof of identity of the owner before the Financial Bids are opened. Original documents shall be returned after decision is taken to open the Financial Bids or otherwise.

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

13. Monthly Rent for the extended warm shell / premises, will start 60 days post hand over to the Department after completion of works, to the Department's satisfaction. The owner has to provide the warm shell within 60 days of the signing of the agreement or within such further period as may be extended by the Department. During rent free period the maintenance cost should be borne by the bidder. In case the warm shell is not provided within the prescribed / extended period, penalty shall be levied for each day of default. The Department also reserves the right to cancel the agreement and awarding the contract to the next bidder in case of any such default.

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

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

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

17. The security of the building and running of lifts and ACs with requisite manpower for operation shall be the responsibility of the owner/bidder. The cost of deployment of External Security for the building will be met by owner. However, in case the security of the building is taken over by the Department /Govt of India for strategic reasons, the rent to be paid to the bidder shall be accordingly reduced. The owner will also be required to install & maintain CCTV cameras with a backup of minimum 72 hours at all strategic locations like main gate, in front of lifts, back-yard, in/exit gates etc. **The internal security of the leased premises will be taken care of by the Department.**

18. 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 requirements.

19. Rent charges shall be paid as per the Lease Agreement. Advance payments shall ordinarily not be made unless specifically agreed in writing.

20. The bidders are required to keep their offer valid for a minimum period of **90** days (from closing date of tender) for acceptance by the Department.

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

22. The bidder should make sure that the Power Back-up, Lifts and Air-conditioner units work smoothly during the period of contract and the up-time of each equipment should be above 95% on month-to-month basis. Otherwise the following penal charges will be applicable:

a) 90%-95%	:	05% of monthly rent
b) 75%-90%	:	10% of monthly rent
c) Below 75%	:	15% of monthly rent

These penalty charges will apply even if any of the aforementioned units viz. Gen-sets, Lifts and ACs etc. fails the specified limits.

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

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

25. In the case unfurnished and blank space is offered, a set in time of minimum 60-90 days should be allowed for preparation for space for usages at free of cost / without any charges and licence fee.

26. The terms and conditions given in this Tender Document and draft Lease Agreement **are sacrosanct** and shall be considered as an integral part of this offer/tender. In case of any conflict between the terms and conditions of the Tender document and the draft Lease Agreement document, the conditions stipulated in the Tender Document shall take precedence.

27. Intending parties may furnish complete details in the Technical Bid given in Annexure-I and Annexure-II and Financial Bids in Annexure-III to this document. Incomplete/Incorrect bid will be treated as rejected. No further correspondence will be entertained.

28. The bids should be accompanied by the following documents:-

- i. Documents in support of ownership of building/Land and construction thereon.
- ii. Copy of PAN No. & TAN no of original owner of premises, if any.
- 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 the 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.

- vii. 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.
29. The Department reserves the right to amend any/all terms and conditions, as it deems necessary.
30. Income-tax Department shall be under no obligation to accept the lowest quotation.
31. Conditional offers will be rejected.
32. The rates quoted should be only in Indian Rupees.
32. No tender will be accepted by fax, e-mail or any other such means.
34. Tender is likely to be rejected because of non-fulfillment of any of the above terms and conditions.
35. Participation in the tender process does not by itself give the bidder any commitment from the Department. The Department will not be liable for any damage/loss caused to the bidder during the tendering process and before signing of the contract. The Department reserves the right to reject any/all offers without assigning any reason.
36. All disputes lie within the jurisdiction of Jaipur City. All disputes in connection with the execution of contract shall be settled under the provisions or Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The arbitration proceedings shall take place at Jaipur City only.
37. Failure on the part of the owner will attract penalty on the rates decided by the Arbitrator.

Sd/-

(G.K. Sharma)

Asstt. Commissioner of Income-tax
(Exemptions) Circle, Jaipur
(Convener Local Infra. Committee).

OFFER LETTER

To
The Asstt. Commissioner of Income tax (Exemptions),
Circle, Jaipur.

Sir,

Subject: Hiring of office accommodation at Jaipur, Income Tax Department,
Govt. Of India.

Reference: Your Tender Notice No _____ published in newspapers /
website.

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

- a) Technical Bid - Annexure A (in separate sealed cover along with EMD of Rs.10,000/- & 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. ACIT(E)/Hiring/2014-15/360 dated 09.02.2015 calling for offers. (Copy, duly signed, enclosed).

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

Yours sincerely,

Date:

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

ANNEXURE 'A'

Subject: Hiring of office accommodation for Income Tax Department, Govt. Of India at Jaipur.

TECHNICAL BID

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

Sl. No.	Particulars	Details (Please tick / fill up with relevant answers, wherever required)
1	Name of the person / party submitting the bid; Permanent Account No. (PAN); whether assessed to tax, and if so, particulars thereof. (hereinafter referred to as the bidder)	
2	Status of the bidder (Individual / Partnership Firm / Company / Society / Any other (Specify)	
3	Name of the person / party holding title to the property (both land and super structure) Permanent Account No. (PAN), whether assessed to tax, and if so, particulars thereof (hereinafter referred to as the owner)	
4	Status of owner (Individual / Partnership Firm / Company / Society / Any other (Specify)	
5	Whether the bidder is himself the owner of the building / property offered on rent or Power of Attorney holder/ duly Authorised signatory of the owner	

6	Details regarding experience of bidder / owner in construction of buildings (if the bidder / owner are separate persons such details will have to be given in respect of both.)	
7	Contact details of the bidder	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. With STD code, including Mobile Number	
7.4	Fax Nos. With STD code	
7.5	Correspondence Email address	
8	Contact details of the owner (if different from bidder)	
8.1	Name	
8.2	Complete Postal Address	
8.3	Telephone Nos. With STD code, including Mobile Number	
8.4	Fax Nos. With STD code	
8.5	Correspondence Email address	
9.	Details of the building / office space offered	
9.1	Total Plot area of the property offered (complete land area including open spaces, constructed area within the boundary of the property offered on rent) (in sq. Feet)	
9.2	Total carpet area of the building /	

	permanent structure, along with floor-wise specifications (in sq.ft.).	
9.3	Open area (open parking space, inner roads, garden, etc.)	
9.4	Total built up area / covered area (total of all floors) (excluding underground / covered parking areas) (in sq. Feet). Also give the built-up area of each floor / covered structure.	
9.5	Covered parking area (garages, underground parking etc.), if any	
9.6	Total covered / built-up area (Sl. No. 9.4 + Sl. No. 9.5)	
10.	Have you enclosed the following documents along with your offer?	
10.1	Documentary proof in respect of ownership of building.	
10.2	Copy of the building plan, duly approved by the competent authority / Govt., as the case may be (for example Municipal Corporation etc...or other competent authority).	
10.3	Is building having 'office use' as permissible use by competent authority / civic body. If yes, enclose copy of the relevant document.	
10.4	Proof / certificates regarding absence of any encumbrances / claims and legal or other disputes	
10.5	Proof in support of payment of all taxes, duties, dues regarding payment of water, electricity charges etc.	
10.6	Location map depicting distances (in Kms) of the property / building of Income-tax Office, Sadhu Vaswani Chowk.	
10.7	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.	
10.8	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).	
10.9	Any other relevant documents (Please specify)	
11	Further general details relating to the Building/ Location.	
11.1	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.	
11.2	Whether the proposed building / property is physically vacant and available-“Ready To Occupy?”	
11.3	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)	
11.4	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.	
11.5	Please specify the details of public transport facilities available to and from the premises.	
11.6	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.	
11.7	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation.	
11.8	Whether the premise has extra storage facility? If yes, give details. If not, specify whether such facilities are available in the vicinity.	
11.9	Whether all Govt. Dues including property tax, electricity, telephone, water bills, etc., if any, have been duly paid upto date? (enclose documentary proof for the same)	
12	Further technical details relating to the building.	
12.1	If the building already has rooms / partitions, give details of each of the room / cabin in terms of its size, specifications.	
12.2	Details of any other temporary structure(s)/ built- up area, if any, within the campus of the property offered.	
12.3	Parking space for car / vehicles available (please note that offer	

	will be considered only if the owner / bidder has a parking space of at least 1 car park for every 1000 sq.ft, preferably within the same building campus, at one place, under his ownership.) Public parking places on road or any other nearby public area will not be considered for this purpose. Details of covered / underground parking space (if any) and open parking space may be indicated separately	
12.4	Please specify details of canteen facilities , recreation facilities and rest roomsetc.	
12.5	<p>Details of the air conditioning offered. Please indicate the following if any:</p> <ul style="list-style-type: none"> • Type and manufacturer of air-conditioning system • Zoning Capabilities • Normal hours of operation included in the management fee • Design specification: <ul style="list-style-type: none"> o Temperature for winter and summer o Humidity • Fresh air supply • Availability of chilled and/or condensing water for server room 	
12.6	Please mention whether the premises is energy efficient. If so, specify details.	
12.7	Please mention the slab height from the finished floor level. It should be minimum 3.2 meters.	
12.8	Please mention the column to column distance. It should be minimum 7.4X7.4 meters.	
12.9	State whether electrical tapping is	

	provided at each floor.	
12.10	Please state whether separate ducts for the communication cables have been provided.	
12.11	Please state whether air handling units have been provided at each floor as per the floor size	
12.12	Whether there are electrical rooms at all the floors? If not, whether builder will build the electrical room at all floors?	
12.13	What is the shape of the floor plate being offered ? Preference will be given to rectangular or square floor plate. Please provide a floor plan showing the proposed space as close as possible meeting the requirement. The final floor area will be confirmed prior to possession subject to joint physical measurement.	
13.	Whether the bidder is offering the entire building. If not, please specify clearly the floors not available for lease. In case entire building cannot be leased, preference would be given to lower and continuous floors including ground floor.	
14.	Whether the owner / bidder is willing to undertake basic maintenance in terms of painting, white-washing etc before occupation by the Income-tax Department, if required, at his / its cost.	
15.	Reinstatement- At the end of the lease term or any renewal thereof, The Income Tax Department shall not be required to reinstate the premises.	
16.	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.	
17.	Electricity- 1.5 KVA/ 100 sq. ft would be the minimum electrical load for internal office consumption, which would be procured by the Owner / bidder.	
18.	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 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.	
19.	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.	
20.	Legal Fees- Each party is to bear its own costs incurred in this transaction.	
21.	Stamp Duty- To be shared equally between both parties.	
22.	Any other detail / information which the bidder /owner may wish to furnish.	

Weighted score shall be allocated to bidders based on the below parameters-

S.No.	Parameter
1	Location & social infrastructure
2	Building quality/ Age of Building
3	Space offered, Exclusivity & tenant profile
4	Extended warm shell / Fit out specifications

Date:

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

ANNEXURE 'B'

Subject: Hiring of office accommodation for Income Tax Department, Govt. of India at Jaipur.

FINANCIAL BIDS

S.No.	Particulars	Extended Warm Shell
1.	Total carpet area (in sq. ft.)	
2.	Total built-up area (in sq.ft.)	
3.	Total monthly rent (lump sum) for the 'entire property' offered for rent including carpet/covered area, maintenance cost for common area & external security etc. and any other permanent structure(s), within the complex of the property offered. (Rupees in figures and words)	
4.	Rate per sq. ft. (carpet area) = <u>Sr.No. 3</u> Sr. No.1	
5.	Rate per sq. ft. (built-up area) = <u>Sr.No. 3</u> Sr. No.2	
6.	Rate of electricity per unit to be supplied through Gen-set	

Date:

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

SCOPE OF MAINTENANCE

- Round the clock general security to the premises, access 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 house keeping 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 signage pertaining to common services.
- Insurance of building.
- Maintenance and running of motors and water pumps installed at the premises.
- Maintenance and running of common DG sets, payment of their insurance and AMC.
- Regulating vehicle movement within the premises.

'ANNEXURE-D'

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

LEASE AGREEMENT

AN AGREEMENT MADE THIS ----- DAY OF-----
----- two thousand----- between -----

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

WHERE BY IT IS AGREED AND DECLARED AS FOLLOWS :-

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

2. The lease shall commence on the -----day of --
----- two thousand -----and shall, subjects to the terms hereof, continue for a term of -----year(s) with an option to extend the lease for a further term as set out in clause 14 hereof.

3. The Lessee shall , subject to the terms thereof, pay gross rent in monthly arrears for the said premises at the rate of Rs.----- per month which also includes a sum of Rs..... towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being

equivalent to gross rent reduced by the amount payable towards maintenance and tax.

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause II here of, yield up the said premises including fixtures and fittings in as good a condition as received , fair wear and tear, damage by fire, Act of God, riots or other civil commotion, enemy action and/or other causes not within the control of Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be responsible for any structural damage which may occur to the same during the term hereby created or any renewal thereof.

5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.

6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.

7. All existing and future rates, taxes including property taxes, assessment charges and other outgoings whatsoever of every description in respect of the said premises payable by the owner thereof , shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the real bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

8. The Government of India shall pay all charges in respect of electric power, light and water used on the said premises during the continuance of these presents.

9. The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Government of India in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the Government of India may cause the repairs specified in the notice to be executed at the expense of the Lessor and the cost thereof may , without prejudice to any other mode of recovery be deducted from the rent payable to the Lessor.

10. The Government of India may, at any time during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of India who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the Government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

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

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

13. The Lessor agree with the Government of India that the latter paying the rent hereby reserved and observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said

terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by, through or under them.

14. If the Government of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agree upon between the Government of India and the Lessor in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal. "Provided that in the event of expiry of the term of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to the lessee."

" Provided further that the lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted."

15. The Government of India shall be entitled to terminate the lease at any time by giving to the Lessor three months previous notice in writing of its intention to do so.

16. Any notice to be made or given to Government of India under these present or in connection with the said premises shall be considered as duly given if sent by the **Lessor through** the post by registered letter addressed to the on behalf of the Government of India, and any notice given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

17. Should any dispute or difference arise out concerning the subject matter of these presents or any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred to an arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the

members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi.

The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed there under shall be applicable to such arbitration proceedings which shall be held at The arbitration proceedings shall be conducted in Hindi/English/.....*. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of the Government of India.

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

19. All the terms and conditions given in the Tender/Offer document are acceptable to the lessor.

THE SCHEDULE 'A' REFERRED TO ABOVE:

All that the _____

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

THE SCHEDULE 'B' REFERRED TO ABOVE:

Details of fixtures and fittings

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

(Signature)

For and on behalf of the President of India

In the presence of

Witnesses : 1
2.....

and by the Lessor in presence of

(Signature)
Name and Address of the Lessor

Witnesses : 1.....
2.....

(In case the Lessor is a Company)

Firm or Society Add :.....

For and on behalf of

Having authority to sign on behalf of the Lessor.....
(Vide resolution dated of)

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