निविदा सूचना

आयकर विभाग, अलवर द्दारा 3 से 4 बेड-रूम का पूर्ण रूप से सुसज्जित(Fully-furnished) फ्लैट अथवा आवासीय भवन जिसका आंतरिक क्षेत्रफल(Carpet Area) 1500-1800 Sq.ft. हो, अंतिथि विश्राम गृह बनाने हेतु किराये पर लेने के लिए सीलबंद निविदा आमंत्रित की जाती है। उक्त परिसर (Premises) अथवा फ्लैट जिसमें पार्किंग की पर्याप्त जगह हो, आवासीय क्षेत्र में स्थित होना चाहिये और शहर के मध्य से दूर नहीं होना चाहिए, यदि कोई परिसर (Premises) अथवा फ्लैट आयकर कार्यालय, मोती डूँगरी, अलवर से तीन किमी. के दायरे में होगा तो उसे प्राथमिकता दी जायेगी। निविदा प्रस्तुत करने से सम्बन्धित फार्म/प्रस्ताव(Request for proposal) आयकर अधिकारी(मु.), कार्यालय प्र.आ.आ.,प्रथम तल, आयकर अवन, मोती डूँगरी, अलवर से प्रातः 10 बजे से सायं 6 बजे तक प्राप्त किये जा सकते हैं। उक्त फार्म/प्रस्ताव(RFP) आयकर विभाग की वेबसाइट <u>https://incometaxindia.gov.in</u> पर भी उपलब्ध हैं। पूर्ण रूप से भरी हुई निविदा इस कार्यालय में प्राप्त करने की अंतिम तिथि 22.04.2016 सायंकाल 03:00 बजे तक है।

(सुमील कुमार)

आयकर अधिकारी(मुख्या) कृते प्रधान आयकर आयुक्त, अलवर



GOVERNMENT OF INDIA INCOME TAX DEPARTMENT OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX AAYKAR BHAWAN, MOTI DOONGARI, ALWAR

REQUEST FOR PROPOSAL FOR HIRING OF SPACE FOR GUEST HOUSE DATED 28/03/2016

Income tax Department, Alwar invites bids from the legal owners / power of attorney holders of the building for hiring of suitable fully furnished flat preferably 3-4 bed-rooms or part of a larger residential building for accommodating its guest house having a carpet area of building / space around 1500-1800 sq. ft. The premises should be located in residential area and should not be far from central location, preferably within three kilometers from the present Income tax Office, having wide approach road with enough parking space.

Request For Proposal (RFP) document may be obtained from the Income tax Officer (Hqrs),O/o the Principal Commissioner of Income Tax, 1ST Floor, Aaykar Bhawan, Moti Doongari, Alwar (Phone No. 0144-2705106) on any working day between 10:00 A.M. to 6:00 P.M. The RFP document is also available on the websites <u>http://incometaxindia.gov.in</u> The last date for receipt of duly filled-in bids is by 03.00 P.M. on 22/04/2016.

The Income Tax Department, Alwar reserves the right to cancel, postpone and reject the Tender Process / any bid at any stage without assigning any reason.

(Sunil Kumar) Income tax Officer (Hqrs) For Pr. Commissioner of Income tax ALWAR



GOVERNMENT OF INDIA INCOME TAX DEPARTMENT OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX AAYKAR BHAWAN, MOTI DOONGARI, ALWAR

TENDER FOR HIRING OF GUEST HOUSE

The Principal Commissioner of Income Tax, Alwar intends to hire a suitable fully furnished flat preferably 3-4 bed-rooms or part of a larger residential building for accommodating its guest house having a carpet area of building / space around 1500-1800 sq. ft.

A. Instructions & Information to the bidders:

- RFP should be submitted in two (2) bid pattern, i.e., Technical Bid (containing technical and other details) and Financial / Commercial Bid. Both the bids should be placed in separate envelopes and sealed & super scribed as <u>"Tender for hiring of space for guest house - Technical bid"</u> and <u>"Tender for hiring of guest house - Financial bid"</u> respectively. Both these envelopes should be placed again in a single cover and super scribed as <u>"Quotation for hiring of guest house"</u>. The tender documents completed in all respect should be submitted through Registered Post / Speed Post / Courier or in person in Room No. - 14 at 1th Floor, Aaykar Bhawan, Moti Doongari, Alwar - 301001 by 03.00 P.M. on 22/04/2016 all working days. The tenders received after the given date and time shall not be accepted / considered.
- 2. Technical bids will be opened in the Room No. 25 at 1st Floor, 22, Moti Doongari, Alwar on 25th April 2016 at 04:00 P.M. Financial bids will be opened only in the case of such bidders whose technical bids are accepted after its evaluation. Any change in the date(s) for opening of the Technical bids and the date for opening of the financial bids will be

displayed on the Notice Board outside the above said Room. Bidders or their representative duly authorized in writing for the purpose may be present at the time of opening the sealed tenders.

3. The Technical bid would be opened and evaluated first. Financial bids of only those bidders who qualify in technical bid would be opened for its evaluation. Technical bid should contain all the documents and testimonials as given in the eligibility condition.

Selection Process

- The Hiring Committee will examine and evaluate all the technical bids. The committee will also visit the building / premises on offer for examining the actual condition, location and approach facility etc.
- On the basis of technical examination and on site evaluation, the committee will select one or more suitable bids for financial evaluation.
- The evaluation of financial bid would be subjected to rules and guidelines issued by CBDT, CPWD, Directorate of Estate and other authorities in this regard.
- 4. The successful bidder shall have to enter into contract with the Principal Commissioner of Income Tax, Alwar as per terms & conditions within a week of finalization of the bidding / hiring process. Failure on the part of the bidder to do so may result in cancellation of its candidature.

Terms & Condition for Hiring of Guest House

- The premises should be located in residential area and should not be far from central location, preferably within three kilometers from the present Income tax Office, having wide approach road with enough parking space.
- 2. The premise should be fully furnished, including

- Air Conditioner, Room Heater & Television in all bedrooms & dining hall
- (ii) Double Bed with mattresses & Dressing Table in all bedrooms
- (iii) Refrigerator & Water Purifier of suitable size in kitchen
- (iv) Geyser in all bathrooms
- (v) Sofa set with centre table & side table in drawing room
- (vi) Dining table in dining hall
- (vii) Curtains / blinds in all windows & doors
- Assured free parking space be provided / made available for at least 4 cars;
- 4. There should be proper electricity, water & sewerage connection;
- The accommodation should have proper electrical fixtures such as switches power points etc;
- Rates offered for lease out of building should be as per carpet area in square feet;
- 7. The lease will be in the format of Standard Lease Agreement (S.L.A.)as approved by the Directorate of Estate shall be executed and shall be registered with the appropriate authorities. The stamp duty charges relating to the registration shall be shared equally between the landlords and Income Tax Department. The electricity & water charges as per actual consumption will be borne by the Income Tax Department;
- 8. Provision of lift is essential, if the building is more than 4 storied;
- 9. The building should have adequate toilet facilities;
- All type of civil, electrical, structural & similar maintenance & repair will be responsibility of owner.

- The building should be in ready condition to use with electricity, water, lifts, sewerage connection and fire fighting equipments The electric power available should also be indicated;
- 12. No advance rent is payable by the Government as a Matter of Policy;
- The space offered should be free from any liability, encumbrance and litigation with respect to its ownership, lease / renting and pending payments against the offered space;
- The lease agreement will be for limited period of three year and would be extendable further with agreement of both parties and guidelines issued by Directorate of Estate, CBDT & CPWD;
- The rent will not be revised during the initial period of three years. On renewal of lease, rent may be revised as per norms and guidelines of Directorate Estate, CBDT & CPWD.
- 16. For detailed terms & conditions, SLA may be referred to.

PROFORMA FOR TECHNICAL BID

S.No.	Details of the building to be given on hiring	Information
1	Name & Address of the legal owner / power of attorney holder /co-owner of the premises / building / floor to be given on hiring	
2	Name of the building / premises	
3	Address and Location of the building / premises	
4	Details of Plot No., Holding No., Circle No. etc., of the building /property	
5	Thana under which the building / premises is located	
6	Ward No. of Alwar Municipal Corporation	
7	Name of the owners of the Building / space located in North, South, East & West of the building / space to be hired	
8	Exact Carpet Area	
9	Exact Built-up Area	
10	Details of space for Parking, Generator Set any Central air – conditioning duct /plant etc.	
11	Details of facilities like Toilet, Lift, Water supply, power backup etc.	
12	Details approved plan of the accommodation along with a copy of structural stability certificate from a Structural Engineer	
13	Clearances / No objection certificate from all the relevant Central / State / Municipal authorities and Fire Department Confirming the Municipality laws	
14	Any other information applicant wants to offer:-	

DECLARTION:

 $\rm I$ / We hereby certify that information furnished above is full and correct to best of my / our knowledge and belief. I / We understand that in case any deviation is found in the above statement at any stage, I / We will be disqualified and if the lease agreement is entered with me / us, it will be terminated and will not have any dealing with the Department in future.

(Name & Signature of Authorized Signatory With date)

FINANCIAL BID

(To be submitted in a separate sealed envelope super-scribed 'Financial Bid')

I / We offer the premises owned by us for Income Tax Guest House at Alwar as per following details:

S. No.	General Information	Rate per square feet	Total monthly rent
A.	Rate offered for lease out of building Carpet area (including all municipal taxes, cess or any other taxes). The electricity & water charges as per actual consumption will be borne by the Income Tax Department,		
Β.	Period of lease The lease will be in the format of standard Lease Agreement (S.L.A) as approved by the Directorate of Estates shall be executed and shall be registered with the appropriate authorities. The stamp duty charges relating to the registration shall be shared equally between the landlords and I.T. Department. Do you agree to the provisions in the S.L.A.?	YES / NO	

DECLARATION

The rates quoted above are subject to negotiations and while finalizing the bid. I shall abide by the fair rent certificate issued by the CPWD as per procedure laid down by the Govt. or decision of the committee constituted for this purpose. No advance rent is payable by the Govt. as a matter of Policy.

Signature of the legal owner / power of attorney holder/ Co-owner of the premises / building / floor NAME: Contact No.: Mobile – Landline -

LEASE AGREEMENT

AN AGREEMENT	MADE THIS	DAY	OF	One thousand n	ine
hundred and _	between				

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

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

- In consideration of the rent hereinafter reserved and of the other conditions herein contained, the lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as _______ together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.
- 3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs. ______ per month, which also includes a sum of Rs. ______ towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 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 term hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be

responsible for any structural damage which may occur to the same during the term hereby created or any renewal thereof.

- 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 tax, assessment charges and other outgoings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Government of India and such recovery shall be proportionate to the amount of taxes payable during the pendency lease. In case the said premises is portion of a building subject to payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessor, additional tax payable by the Government of India shall be as determined by the Central Public Works Department of the Government of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lesse to deduct such dues from the gross rent (including taxes) payable to the lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.
- 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 tert in respect of the whole or any such part of the said premises as might be rendered unihabitable by fire, nots or other unit commotion, enemy action and/or other causes not within the control of the Government of India are arts of any Government of 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, fitzures and machiner yunder Clause 10 hereof.
- 12. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.
- 13. The Lesson agree with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or discurbance from or by the Lessor or any person claiming by through or under them.
- 14. If the Government of India shall be destrous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Government of India and the Lessor, in accordance with the coverants, agreements and conditions as in the present agreement including the present coverant for enewal.

^{Provided} that in the event of expiry of the term of the lease, whenever an action for reneval described above is pending with the lesse- and the permises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the dust of final decision on nenewal or the date of eviction, as the case may be and in case of reneval at different rate, suitable adjustment by extra payment or deduction shall be permitted, to the lessee.²

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

- 15. The Government of India shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.
- 16. Any notice to be made or given to the Government of India under these present or in connection with the solid premises shall be considered as duly given if sent by the Lessor through the pastyle registered letter addressed to the ______ on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessor through the pastyle registered letter addressed to the Lessor at their lessor shall be assumed to have been delivered in the usak correct of post.

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

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

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

THE SCHEDULE 'A' REFERRED TO ABOVE

All that the	The	floor of the building	
known as	in the city o	f	
on plot/land bearing Survey Nos.	and is bounded o	n or towards 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 herein after mentioned and the lease agreement has been signed for and on behalf of the Present 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.

Name & address of the Lessor and by the Lessor in presence of Witnesses: I.______2.____

-

11.2 1.1

(In case the Lessor is a Company,

(Signature)

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 filing up of the Standing Lease Agreement (SLA) format.

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