



भारत सरकार / GOVT. OF INDIA

वित्त मंत्रालय (राजस्व विभाग) / MINISTRY OF FINANCE (DEPT. OF REVENUE)

कार्यालय प्रधान आयकर आयुक्त-1, इन्दौर

OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX - 1, INDORE

आयकर भवन, व्हाइट चर्च के सामने ए0 बी0 रोड, इन्दौर।

AAYAKAR BHAWAN, OPP. WHITE CHURCH, A.B. ROAD INDORE

दूरभाष / Phone : 0731-2494011 ईमेल पता / email address: indore.cit1@incometax.gov.in

## REQUEST FOR PROPOSAL FOR HIRING OF SPACE FOR GUEST HOUSE

DATED 19/01/2023

The Income Tax Department, Indore invites tenders/bids from the bonafide, lawful & legal owners/power of attorney holders of the building for hiring of suitable building preferably an independent **ready build well furnished house** of a larger residential building/flat for accommodating **to be used as Guest House** having 4-6 bedrooms with attached bathrooms. The premises should be located in good residential area/locality and should be near from the Income Tax Office, "Aayakar Bhawan", Opp. White Church, A. B. Road Indore and located is Indore Municipal Corporation. The preferred location area should be having wide approach road with enough parking space. The landlord will furnish the accommodation as per the requirement of this office at his own cost.

2. The Request For Proposal (RFP) document may be **obtained** from the Income Tax Officer (Hq./Admn), O/o the Principal Commissioner of Income Tax-1, "Aayakar Bhawan", Opp. White Church, A. B. Road Indore (Phone No. 0731-2496945) on any working day upto **30/01/2023** between **11.00 A.M. to 01.00 P.M.** The Request for Proposal (RFP) document is also available on the websites <http://incometaxindia.gov.in>. The **bonafide, lawful & legal owners** who are competent to enter into contract for giving such premises on lease/hire to the Income Tax Department, Indore may submit tenders in sealed cover (containing technical and commercial bids) to the undersigned by **03.00 PM on 30/01/2023**.

3. The Income-tax Department, Indore reserves the right to cancel, postpone and reject the Tender Process/ any bid without assigning any reason.

(Dileep Patil)

Income Tax Officer (Hq./Admn.)

For Pr. Commissioner Income Tax-1, Indore



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**TENDER No. – 1 / 2023 – 19/01/2023**

**[For hiring of space for Guest House]**

The Pr. Commissioner of Income Tax-1, Indore intends to hire of suitable buildings preferably an independent ready built well furnished house a larger residential building/flat for accommodating to be used as Guest House having 4-6 bedrooms with attached bathrooms.

**A. Instructions & Information to the bidders:**

1. Request for Proposal 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 "Tender for hiring of space for guest house – Technical bid" and "Tender for hiring of guest house – Financial bid" respectively. Both these envelopes should be placed again in a single cover and super scribed as "Quotation for hiring of space for guest house". The tender documents duly completed in all respect should be submitted through Registered Post/Speed Post/Courier or in person to be dropped in the "Tender Box" kept for this purpose in Room No.- 204 at 2<sup>nd</sup> Floor, Income-Tax Officer (Hq./Admn.), O/o the Principal Commissioner of Income Tax-1, "Aayakar Bhawan", Opp. White Church, A. B. Road Indore well before **the time & date of receiving tender is 03:00 PM on 30<sup>th</sup> January, 2023**. The tenders received after the given date and time shall not be accepted / considered.
2. The Technical bids will be opened in the Conference Hall, at Ground Floor of "Aayakar Bhawan", Opp. White Church, A. B. Road Indore – 452001 on **30<sup>th</sup> January, 2023 at 05:00 PM**. Commercial 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 Commercial bids will be displayed on the Notice Board outside the above said Conference Hall. Bidders or their representatives 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**

1. An Evaluation 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.
2. On the basis of technical examination and on site evaluation, the committee will select one or more suitable bids for financial evaluation.
3. 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 Pr. Commissioner of Income Tax-1, Indore as per terms & conditions within a week of finalization of the bidding process. Failure on the part of the bidder to do so may result in cancellation of its candidature.
5. The earnest money of Rs.15,000/- (Rs. Fifteen Thousand Only) is required to be deposited at the time of submission of tender in the form of cheque/ demand draft drawn in favour of ZAO CBDT, Indore. If the bid is accepted and the Pr. CIT-1, Indore is ready to enter into a contract and the successful bidder fails to honour the contract, the earnest money will stand forfeited.

## **Terms & Conditions for Hiring of space for guest house**

1. Sealed tenders are invited in two separate sealed envelopes containing “technical bid” and the other “financial bid”. These tenders are invited in view of the advertisement given by the Income Tax Office, Indore and appearing in websites <http://incometaxindia.gov.in> and various news papers.
2. The person(s) offering Guest House should be reputed and bonafide/lawful owners who are competent to enter into contract for giving the premises on lease/hire as Guest House. The premises should be located on a suitable place having wide approach road with enough parking space in good locality of residential area and should be near from the Income Tax Office, “Aayakar Bhawan”, Opp. White Church, A. B. Road Indore and located in Indore Municipal Corporation;
3. The total requirement of Guest House space is 4-6 bedrooms with attached bath rooms, Kitchen, Hall and with sufficient vehicle parking space. It should be fit and approved for the use as Guest House.
4. The location of premises offered should be easily approachable to the Income Tax office, “ Aayakar Bhawan” Opp. White Church, A.B. Road, Indore and should be in a good locality.

5. The premises should be fully furnished with furniture, viz. beds, study tables, side tables, chairs, sofa, fans, tube lights, Air conditioners, Heaters (for winter season), Geysers in bath rooms, fire extinguishers etc. and a Modular kitchen should be provided.
6. The premises should be provided with proper boundary wall etc. for safety/ security of the residents. There should be proper electricity, water & sewerage connection;
7. The premises must be a single unit with "A" class quality of construction which fits the structural safety and compliance with hygienic, sanitation, ventilation and daylight standard. It will be preferred if the flooring in the premises is with polished vitrified tiles or equivalent standard and there is false/gypsum board ceiling for effective air conditioning and with modern concealed lights.
8. The premises should be easily approachable with wide road with sufficient and suitable parking space.
9. The premises offered for lease/rent should be complete and suitable for use as Guest House by Income Tax Department and it should be/ made ready for occupation within 15 days of execution of agreement.
10. All existing and future rates, taxes, property tax, assessment charges and any other outgoing whatsoever should be paid/payable by the owner.
11. All fixtures, electrical points, sanitary fittings, fire fighting equipments etc. required for the Guest House will be in operational stage at the time of lease/hire.
12. The owner will have to provide 24 hour power back-up facility in the premises.
13. The term of lease/hire of the premises will be for a period of three years initially which can be renewed, if required by the Department for a further period of three years.
14. No advance rent is payable by the Government as a matter of policy.
15. The space offered should be free from any liability, encumbrance and litigation with respect to ownership, lease/renting and pending payments against the offered space.
16. Tenders from intermediaries or brokers will not be entertained.
17. Rates offered for lease out of building/ premise should be as per Carpet area in sq.ft.
18. The Department is looking for the premises situated on the Ground/Upper Ground floor and in case the premises are located on floor other than this, provision of lift should be there, if the building is more than 4 storied;
19. In case of multi storied building/premises, preference shall be given to independent floor(s) with independent approach.
20. The building should have adequate toilet facilities.
21. The premises having health care facilities like health club etc. will be preferred.

22. Please ensure that very specific information is provided in the technical bid in respect of all the points mentioned above.
23. 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 Income Tax Department. The electricity & water charges as per actual consumption will be borne by the Income Tax Department;
24. The last date for submission of Tenders is 30.01.2023 upto 03.00 PM.
25. The technical bids will be opened on 30.01.2023 upto 05.00 PM by the Committee formed for this purpose. The Technical Committee thereafter shall visit the premises and after visiting the site will decide about the suitability of the premises. Thereafter, the financial bids will be considered and opened only of those persons, who qualify in technical bid.
26. The Income Tax Department reserves the right to reject any/all offers without assigning any reason.



(Dileep Patil)

Income Tax Officer (Hq./Admn.)

For Pr. Commissioner Income Tax-1, Indore

**PROFORMA FOR TECHNICAL BID**

Sl 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. Please specify whether independent premises.	
3.	Address and Location of the building/premises. If multistoried, specify 1 <sup>st</sup> , 2 <sup>nd</sup> or 3 <sup>rd</sup> floor etc. <b>(Include at least 7 photograph of the building and interiors)</b>	
4.	Details of Plot No., Khata No., Holding No., Circle No. etc. of the building/property	
5.	Thana under which the building/premises is located	
6.	Ward No. of Indore Municipal Corporation	
7.	Name of the owners of the Buildings/Space located in North, South, East & West of the building/space to be hired	
8.	Exact Carpet Area/ Built up area with all the bedrooms size in sq. ft.	
9.	Quality and year of construction	
10.	Details of Space for parking in sq.ft., Generator Set, any central air-conditioning duct / plant etc. as well as facilities of 24 hour water supply available.	
11.	Details of facilities like Toilet, Lift, Water supply, power backup etc.	
12.	Detailed approved plan of the accommodation from Indore municipal corporation duly approved building plan 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.	Approx distance from Income Tax office, Indore	
15.	Any other information applicant wants to offer :-	
16.	Tenders from intermediaries or brokers will not be entertained	
17.	Rates offered for lease out of building/ premise should be as per Carpet area in sq. ft.	
18.	The Department is looking for the premises situated on the Ground/Upper Ground floor and in case the premises are located on floor other than this, provision of lift should be there.	

19.	The premises having health care facilities like health club etc. will be preferred.	
20.	Please ensure that very specific information is provided in the technical bid in respect of all the points mentioned above.	
21.	The last date for submission of Tenders is <b>30.01.2023 upto 03.00 PM</b>	
22.	The technical bids will be opened on <b>30.01.2023 at 5:00 PM</b> by the Committee formed for this purpose. The Technical Committee thereafter shall visit the premises and after visiting the site will decide about the suitability of the premises. Thereafter, the financial bids will be considered and opened only of those persons, who qualify in technical bid.	
23.	The Income Tax Department reserves the right to reject any/all offers without assigning any reason.	

**DECLARATION:**

I/We hereby certify that the information furnished above is full and correct to the 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)

Note:

This application is to be signed by the owner/owners or duly authorized person by the owner(s). In case of Joint ownership, the application should be signed by all the owners.

## 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 Indore as per following details:

Sl. No.	General Information	Rate per Sq. ft.	Total Monthly Rent
A.	<b>Rates offered for lease out of building Carpet area (including all municipal taxes, cess or any other taxes). The electricity &amp; water charges as per actual consumption will be borne by the Income Tax Department.</b>		
B.	<b>Period of lease</b> 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 Income Tax Department. <b>Do you agree to the provisions in the S.L.A.?</b>	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 lay 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/SLA FORMAT**

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

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

**WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-**

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

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

3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs----- per month, which also includes a sum of Rs-----towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of nonresidential 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 '13' and the Government of India shall upon the expiration of the terms 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 terms 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 tax, assessment charges and other out-goings 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 shall be as determined by the Central Public Works Department of 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 local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.
8. The Government of India shall pay all charges in respect of electricity 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, riots or other civil commotion, enemy action and/or other causes, not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof.

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

13. The Lessor 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 disturbance from or by the Lessor or any person claiming by through or under them.

14. If the Govt. of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal.

"Provided that in the event of expiry of the terms 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 Lessee".

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

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

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

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

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

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

#### THE SCHEDULE 'A' REFERRED TO ABOVE

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

THE SCHEDULE 'IV REFERRED TO ABOVE

Details of fixtures and fittings

IN WITNESS WHERE OF THE OFFICIAL SEAL OF has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the President of India on the day and year first above written,

By.....  
.....  
.....

(Signature)  
For and on behalf of the President of India

In the presence of  
Witness I.....  
2.....

And by the Lessor in presence of

(Signature) Name and address of the Lessor

Witness I.....  
2.....

In case the Lessor is a Company, Firm or  
Society at 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 stammered lease Agreement (SLA) format.