

INCOME TAX DEPARTMENT MUMBAI

REQUEST FOR PROPOSAL (RFP)



FOR THE ACQUISITION OF OFFICE PREMISES ON LEASE/RENT IN MUMBAI.

DATE: 23/04/2024

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1. INTRODUCTION:

The Income Tax Department, Mumbai is looking for commercial office space on a lease/rent basis for its office in Mumbai, Maharashtra [120,000 sq. ft. of carpet area plus/minus 10% carpet area allowed]. In this regard, the Pr. Chief Commissioner of Income Tax, Aayakar Bhavan, Churchgate, M.K. Road, Mumbai- 400 020, invites bids (Technical and Financial) from the eligible bidders for **"Hiring of Office Premises for the I.T. Department, Mumbai"** as per the scope and specifications of the requirements given in the detailed tender document.

Interested parties may submit their bids either in person or by speed post so that it is received on or before 5 PM 30/05/2024 in the Office of the Commissioner of Income Tax (Admin.& TPS), O/o the Principal Chief Commissioner of Income Tax, Mumbai, Room No.324, 3rd Floor, Aayakar Bhavan, M.K. Road, Mumbai- 400 020. No tender document will be accepted by FAX or email or Courier or any such other means.

2. OBJECTIVE:

The objective of this RFP is to seek techno-financial offers for hiring commercial office space on a lease/rent basis within a radius of **22.5 km** from the existing Income Tax Office at the Air India Building, Nariman Point as per the shortest aerial distance and lying within the territorial jurisdiction of Municipal Corporation of Greater Mumbai.

3. DISCLAIMER:

- i. The information contained in this "Request For Proposal" (hereinafter referred to as **RFP**) document or information provided subsequently to the bidder(s), whether verbally or in documentary form/email, by or on behalf of the Income Tax Department, is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by the Income Tax Department, but an invitation to receive responses from the eligible bidders. No contractual obligation on the I.T. Department whatsoever shall arise from the RFP process unless and until a formal Standard Lease Agreement is signed and executed by the duly authorized officer(s)/official(s) of the Income Tax Department with the selected bidder.
- iii. The purpose of this RFP is to provide the bidder(s) with information to assist in the preparation of their bid proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct their analysis and should check the accuracy, reliability, and completeness of the information contained in this RFP and,

where necessary, obtain independent advice/clarifications. The Income Tax Department may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP.

- iv. The Income Tax Department, its employees, and advisors make no representation or warranty and shall have no liability to any person, including any applicant or bidder under any law, statute, rules or regulations or tort, principles of restitution, or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for the participation in this bidding process.
- v. The Income Tax Department also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any bidder upon the statements in this RFP.
- vi. The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding document in all respects will be at the bidder's risk and may result in the rejection of the bid.

4. DEFINITIONS

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

- i. **“Bidder”** means a person or a group of persons submitting the bid in response to this RFP and shall include his/their legal heirs, successors, and assignees.
- ii. **“Bid”** means the written reply or submission of response to this RFP.
- iii. **“EMD”** means Earnest Money Deposit.
- iv. **“Lease Agreement/Agreement”** means the standard lease agreement (SLA) entered between the Income Tax Department and the successful bidder.
- v. **“LOI”** means Letter of Intent.
- vi. **“RFP”** means Request For Proposal.
- vii. **“Carpet Area”** means the area enclosed within the walls, actual area to lay the carpet.

5. SCHEDULE OF EVENTS:

Sl. No.	Activity	Date and Time
1	Tender Publication	23/04/2024 at 5.00 PM
2	Pre-Bid Meeting Date	30/04/2024 at 3.00 PM
3	Place for Pre-Bid Meeting	New Conference Hall, 3 rd floor, Aayakar Bhavan, Maharshi Karve Road, Marine Lines, Mumbai – 400 020.
4	Response to clarification sought	06/05/2024 by 5.00 PM
5	Bid Submission Start Date	07/05/2024 at 3.00 PM
6	Bid Submission End Date	30/05/2024 at 5.00 PM
7	Opening of Technical Bids	03:00 pm on 31/05/2024 (Authorized representatives of vendors may be present during the opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors' representatives.)
8	Opening of Financial Bids	03.00 pm on 10/06/2024 OR on a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid. (Authorized representatives of vendors may be present during the opening of the Financial Bids. However, Financial Bids would be opened even in the absence of any or all of the vendors' representatives.)
9	E.M.D.	Rs. 5,00,000/- (Rupees Five Lakhs Only) to be paid as Demand Draft favoring “ZAO, CBDT, MUMBAI” payable at SBI Churchgate, Mumbai.
10	Place of Opening Tender Offers	New Conference Hall, 3 rd floor, Aayakar Bhavan, Maharshi Karve Road, Marine Lines, Mumbai – 400 020.
11	Address for Communication	Office of the Commissioner of Income Tax (Admin.& TPS), O/o the Principal Chief Commissioner of Income Tax, Mumbai, Room No.324, 3 rd Floor, Aayakar Bhavan,
12	Contact Telephone & mail ID	Phone: 022- 22010588, Extn.2343 email- mumbai.dcit.hq.proj@incometax.gov.in

Interested Bidders may view and download the tender document containing the detailed terms and conditions, etc. from the website viz. incometaxmumbai.gov.in.

6. ELIGIBILITY CRITERIA AND TECHNICAL PARAMETERS FOR SELECTION:

Bid is open to all bidders who meet the conditions for selection as given in the tender document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

7. RIGHT TO REJECT/ACCEPT/CANCEL THE BID:

The Income Tax Department reserves the right to accept or reject any bid in part or in full or to cancel the bidding process and reject all bids at any time before the service of the Letter of Intent to the successful bidder, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Income Tax Department's action.

8. BANNED OR DELISTED BIDDER

Bidders must give a declaration that they have not been banned or delisted by any Government, Quasi-Government Agencies, Statutory, Regulatory Body, PSUs, or PSBs and its subsidiaries. If a bidder has been banned by any Government, Quasi-Government agencies, Statutory Body, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the bid will be rejected as non-responsive. This declaration shall be submitted in form of Annexure-V along with the Pre-Qualification Criteria (Annexure-I) and Technical Bid (Annexure-II). Bidders should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.

9. COST OF BIDDING:

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

10. CLARIFICATION AND AMENDMENTS ON THE RFP/PRE-BID MEETING:

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

11. EARNEST MONEY DEPOSIT (EMD):

- i. The bidder shall furnish an EMD of Rs. 5,00,000/- by way of a DEMAND DRAFT favoring "ZAO, CBDT, MUMBAI" payable at SBI Churchgate, Mumbai.

- ii. Any bid not accompanied by EMD for the specified amount will be rejected.
- iii. The EMD of the unsuccessful bidders shall be returned after the award to the successful bidder. The EMD of the successful bidder will be retained for 3 months from the date of the lease agreement as a security deposit.
- iv. No interest is payable on the EMD.
- v. The EMD may be forfeited: -
 - a. If a bidder withdraws his bid during the period of bid validity specified in this RFP; or
 - b. if a bidder makes any statement or encloses any form that turns out to be false/incorrect at any time before the signing of the Contract.
- vi. If the EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the Income Tax Department in the future, at the sole discretion of the Income Tax Department.

12. CONTENTS OF THE BIDDING DOCUMENT:

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

13. PROCEDURE FOR SUBMISSION OF TENDER:

- i. The offers are entertained in two bid systems subject to the bidder fulfilling the Pre-qualification criteria (Annexure-I). The two-bid system shall comprise (a) the first envelope with duly filled technical information as per Annexure-II, and (b) the second envelope containing financial information including expected rent and maintenance & other miscellaneous charges (as per Annexure-III).
 - ii. Both the bids (technical and financial) duly signed by the owner or his authorized signatory should be sealed in two separate envelopes as described below:
 - (a) Envelope 1, superscribed in bold letters 'TECHNICAL BID FOR RENTED/LEASED COMMERCIAL OFFICE SPACE', containing the duly completed Technical Bid (Annexure-II) in all respects along with all relevant documents.
 - (b) Envelope 2, superscribed in bold letters 'FINANCIAL BID FOR RENTED/LEASED COMMERCIAL OFFICE SPACE', containing the Financial Bid (Annexure-III) duly completed with all the relevant documents.
 - iii. The above-mentioned two envelopes should be sealed in a single cover, with the PRE-QUALIFICATION CRITERIA (Annexure-I) pasted on its top and addressed to "Office of the Commissioner of Income Tax (Admin.& TPS), O/o the Principal Chief Commissioner of Income Tax, Mumbai, Room No.324, 3rd Floor, Aayakar Bhavan, MK Road, Mumbai 400 020" superscribed as 'BID FOR RENTED/LEASED COMMERCIAL OFFICE SPACE' and must reach on or before the closing time and date indicated as per the 'Schedule of Events'.
- NOTE:** Tenders not submitted as per the above procedure of the Two Bid System, as explained above, will be summarily rejected.
- iv. The Technical Bid should be accompanied by the documents as indicated in **para 16** of the RFP, without which the tender will be considered incomplete and hence, summarily rejected.
 - v. The Technical Bid should be accompanied by a copy of this Tender Document with each page duly signed by the bidder or the authorized signatory of the bidder in token of the bidder's acceptance of the terms and conditions of the Tender. Bids not accompanied by a duly signed copy of the Tender Document will not be considered.
 - vi. Only those technical bids that satisfy all the pre-qualification criteria mentioned in **para 14** of the RFP shall be considered for Technical Evaluation.

- vii. For any pre-bid queries, the prospective bidders may contact the DCIT (HQ) (Projects & TPS), O/o the Principal Chief Commissioner of Income Tax, Room No. 343, 3rd Floor, Aayakar Bhavan, M. K. Road, Mumbai- 400020. Ph. No. 22010588 Extn.2343.
- viii. Queries, if any, raised by the Income Tax Department, after the opening of Technical Bids, should be answered by the prescribed date. In case of no reply, the bid shall be canceled. As far as possible, such clarifications would be sent through e-mail and confirmed through a formal letter, duly signed by the authorized signatory.
- ix. Bids received after the closing date and time shall not be considered and no correspondence in this regard will be entertained.
- x. The governing language shall be English.

TECHNICAL EVALUATION

14. PRE-QUALIFICATION CRITERIA:

Screening of Technical Bids will begin with the evaluation of the following compulsory pre-qualification criteria:

i.	1,20,000 sq. ft. of Carpet Area (plus/minus 10 percent of carpet area allowed)
ii.	The location for commercial office space should be within a radius of 22.5 Km of the existing Income Tax office at the Air India building, Nariman Point as per the shortest aerial distance and lying within the territorial jurisdiction of Municipal Corporation of Greater Mumbai.
iii.	24-hour availability of Electricity and Water Supply
iv.	Power backup and electrical fixtures (lights, fans, etc.) installed.
v.	Centralized/Split air conditioning systems covering at least 50% of the space being offered on lease
vi.	An appropriate provision for the lift(s)
vii.	An appropriate provision for Parking slots as per the Local Authority rules in Mumbai
viii.	Adequate security cover and fire safety measures installed as per the requirements and mandate of the MCGM (Municipal Corporation of Greater Mumbai).
ix.	Availability of approved plan/drawing
x.	Availability of relevant certificates from the Municipal Corporation of Greater Mumbai and/or Other Authorities for Commercial or dual-use

xi.	The offered property/building should be free from all encumbrances, claims, and litigations.
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Only those bidders who qualify the above 11 pre-qualification criteria will be considered for further Technical Evaluation.

15. DESIRABLE CONDITIONS

Further **Technical Evaluation** of the offered space will be carried out on the basis of the following evaluation criteria:

Sl. No.	Technical Evaluation Criterion	Max Points	Terms of Evaluation Independent Building	Points Obtained
i.	Availability of entire space in one independent building or same floor in a building	10	Continuous floors with a dedicated entry on each floor	10
			Continuous floors with non-dedicated entry	7
			Non-continuous floors with a dedicated entry on each floor	7
			Non-continuous floors with non-dedicated entry	4
ii.	Availability of dedicated lift(s) for use by the Department	10	Dedicated lift(s) available from the main entrance	10
			Dedicated lift(s) available from the side entrance	7
			Common lift(s) available	4
iii.	Proximity to the local train station (Shortest Google map distance)	10	≤1000 m	10
			>1000 m and ≤ 1500 m	7
			>1500 m and ≤ 2000 m	4

iv.	Availability of Car Parking provided by the bidder for the exclusive use of the Department	10	≥ 120	10	
			<120 and ≥ 100	7	
			<100 and ≥ 80	4	
v.	Suitability of accommodation for Income tax Office as per the assessment of the Evaluation Committee after physical verification of the property.	20	Age of building	≤ 5 years	3 (max points)
				> 5 years & ≤ 10 years	2
				> 10 years	0
			The presence of sufficient open spaces within the compound	2	
			Width of access road (Main gate entry road to be considered as access road) ≥ 9m	3	
			Suitability of the surrounding areas (area within a radius of 500 meters as per Google map) for government office	5	
			Availability of Public Pay & Park within 500 meters of the building	2	
			Natural Light & Ventilation	2	
			Universal Accessibility	3	
	Total Points	60			

NOTE: Financial Bids of only those bidders shall be considered who secure at least **40 points out of a total of 60 points** in the above Desirable Conditions.

16. INFORMATION ON TECHNICAL AND FINANCIAL BIDS

- i. The **Technical Bid** should be filed in **Annexure-II** of this RFP document along with all relevant documents which are as follows:
 - a) Copy of the PAN of the original owner of the premises
 - b) Proof that the applicant is the original owner or lease holder or power of attorney holder or authorized agent of the property.
 - c) Certificate of authorized signatory, if the owner is a Company, firm, Society, etc.
 - d) An affidavit swearing that the space offered is free from any liability and litigation concerning its ownership, lease/renting, and that there are no pending payments against the same.
 - e) No Objection Certificate/Clearance Certificate from relevant Central/State Government and Municipal Authorities, including the Fire Department, for commercial/institutional/office/dual-use of the property.
 - f) Proof/certificate from the authorized architect certifying the carpet area and the Built-Up area of the space offered for hire.
 - g) Undertaking from the owner indicating the period and time when the commercial office space could be made available for occupation after signing the agreement.
 - h) NOC for installation of ITBA nodes.
 - i) Demand Draft of Rs. 5,00,000/- favoring “ZAO, CBDT, MUMBAI” payable at SBI Churchgate, Mumbai to be paid as E.M.D.
 - j) **Any other documents/submissions in support of claims made in Annexure II.**
- ii. The **Financial Bid** (to be submitted separately from the Technical Bid) should be filled in **Annexure-III** of this RFP document.

17. PROCEDURE FOR OPENING OF TENDER:

- i. The tender of those bidders that fulfill the pre-qualification criteria as laid down in para 14 will be opened on **/**/ 2023 at 03.00 PM in the New Conference Hall, Third Floor, Aayakar Bhavan, M.K. Road, Mumbai.
- ii. While opening the tenders, the envelopes containing Technical Bids shall be opened first. The Technical bid will be evaluated by an Evaluation Committee set up by the Pr.Chief Commissioner of Income-Tax, Mumbai. The Evaluation Committee will visit the space offered by bidders to ascertain the suitability of the location/space and other facilities/utilities available. The committee will allot points to the bidders out of the maximum of 60 points mentioned in the Technical Evaluation criteria. The Evaluation Committee will open the Financial Bids of the qualifying bidders (those who secure at

least 40 out of the said 60 points) after the evaluation of the Technical Bids. The date, time, and place for opening of financial bids would be informed to the qualifying bidders by e-mail or telephone, or post.

18. BID EVALUATION:

The rates quoted by the bidders computed as per Annexure III shall be considered, and the bid shall be awarded to the lowest bidder (L1) subject to the receipt of a Fair Rent Certificate from CPWD.

19. PAYMENT OF RENT:

Payments shall be made by the Income Tax Department, Mumbai on a monthly basis against pre-received bills as per the standard lease agreement to be executed between the Income Tax Department and the owner or his/her legal representative.

20. ARBITRATION:

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

21. NOTE FOR BIDDERS:

- i. The offered premises should have partitions made of gypsum or higher quality material such as wood, glass, concrete wall, etc. as per the following carpet-area specifications:
 - a) Room Approx: 23 Sq. m. - 39 in number
 - b) Room Approx: 18 Sq. m. - 124 in number
 - c) Cubicle Approx: 11 Sq. m. - 200 in number
 - d) Hall: 300 work stations
 - e) Waiting lounge on each floor: minimum 50 sq. m. approx.
 - f) Adequate number of Separate toilets for ladies and gents on each of the offered floors.
 - g) Conference room: minimum 44 sq. m.

- h) Record rooms on each floor in such a manner that the total area dedicated to record rooms is 3217 sq. m. for the storage of records.
- i) Library: minimum 44 sq. m.
- j) Canteen: minimum 88 sq. m.
- k) Recreation Room: minimum 44 sq. m.

Bids that are offered with a guarantee to make such a partition space within 60 days from the award of the order shall also be treated at par with the bids having preexisting partitions. The successful bidder shall provide a performance guarantee in the form of BG (Bank Guarantee) of Rs 1 Crore favoring “ZAO, CBDT, MUMBAI” in case the partitions do not exist and are required to be made. The Income Tax Department reserves the right to cancel the award and encash the BG in case of failure of the selected bidder to make available the space with the desired partition in the prescribed time. It is to be noted that the rent is payable by the Department from the date of possession of the premises after the completion of the partition work by the successful bidder.

- ii. Any form of canvassing/influencing the bid will attract rejection of the bid submitted by the bidder.
- iii. All disputes will be subject to adjudication by the High Court of Bombay.
- iv. The Department will not pay any brokerage for the property offered.
- v. The initial lease will be for a period of three years and may be renewed further for three years at a time.
- vi. The NOC shall be submitted by the bidder stating that they have no objection to the installation of ITBA nodes (Intra net of Income Tax Department) in the proposed building. The bidder should also facilitate the setting up of nodes throughout the building space offered to the Income Tax Department.
- vii. Lease will be formalized in the proforma of Standard Lease Agreement (Annexure-VI) as applicable for the Central Govt. Departments. Periodical revision of rent will be considered as per clauses of the Standard Lease Agreement. The bidders are advised to go through the standard lease agreement carefully.
- viii. Care should be taken that the Technical Bid shall not contain any price information. Such a proposal, if received, will be rejected.

- ix. The bid document shall be complete in accordance with various clauses of the RFP document, duly signed by the authorized representative of the bidder and stamped with the official stamp of the bidder. The board resolution authorizing a representative, in the case of a company, to bid and make commitments on behalf of the Bidder is to be attached.
- x. Bids are liable to be rejected if only one (i.e. Technical Bid or Financial) is received.
- xi. Prices quoted by the bidder shall remain fixed for the period specified in the RFP and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- xii. If deemed necessary, the Income Tax Department may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- xiii. The bidder may also be asked to give a presentation for the purpose of clarification of the bid.
- xiv. The bidder must provide specific and factual replies to the points raised in the RFP.
- xv. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- xvi. Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- xvii. The Income Tax Department reserves the right to reject bids not conforming to the above.
- xviii. The property offered should be free from all the Govt. dues including property tax, electricity, telephone, water bills, etc.
- xix. The owner/bidder should be willing to undertake basic maintenance in terms of painting, white-washing, etc. before occupation by the Income-tax Department, if required, at his /their cost.

22. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be received by the Income Tax Department at the address specified and by the date and time mentioned in the 'Schedule of Events'.
- ii. In the event of the specified date for submission of bids being declared a holiday for the Income Tax Department, the bids will be received up to the appointed time on the next working day.
- iii. In case the Income Tax Department extends the scheduled date of submission of the bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the Income Tax Department and bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

23. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the Income Tax Department, before the deadline prescribed for submission of Bid.
- ii. No modification/withdrawal in the Bid shall be allowed after the deadline for submission of Bids.

24. PERIOD OF VALIDITY OF BIDS:

- i. Bids shall remain valid for 365 days from the last date of submission of bids. A Bid valid for a shorter period is liable to be rejected by the Income Tax Department as non-responsive.
- ii. The Income Tax Department reserves the right to call for fresh quotes at any time during the validity period, if considered, necessary.

25. BID INTEGRITY:

The willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Income Tax Department may take. All the

submissions, including any accompanying documents, will become the property of INCOME TAX DEPARTMENT, MUMBAI.

26. JOINT MEASUREMENT:

The final floor area will be confirmed prior to award subject to joint physical measurement in coordination with the CPWD.

27. AWARD CRITERIA:

- i. The Income Tax Department will notify the acceptance by LOI (Letter of Intent) to the successful bidder. The Selected bidder has to return the duplicate copy of the same (duly accepted, stamped, and signed) along with a BG (bank guarantee) of Rs. 1 Crore favoring “ZAO, CBDT, MUMBAI” within 7 working days from the receipt of the LOI as a token of acceptance. The successful/selected bidder shall NOT withdraw the offer once the LOI is issued to the bidder by the I.T. Department.
- ii. The Income Tax Department reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

28. INSURANCE:

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

29. INDEMNITY:

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

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

30. TERMINATION:

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

31. FRAUD & CORRUPT PRACTICES:

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

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

Agreement, who at any time has been or is a legal, financial or technical adviser of the Income Tax Department in relation to any matter concerning the Project;

- b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process
- c. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “Undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the Income Tax Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (b) having a Conflict of Interest; and
- e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

32. NON-DISCLOSURE AGREEMENT:

The bidder shall submit a signed Non-Disclosure Agreement (NDA), as per the prescribed format:

Non-Disclosure Agreement

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

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

.....

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

For and on behalf of

(Name and address of the Bidder)

(Seal of the Bidder)

33. SET OFF:

Without prejudice to other rights and remedies available to the Income Tax Department, it shall be entitled to earmark, set off, or adjust any amounts due to the Income Tax Department, under any clause of the RFP, from the selected bidder against payments due and payable by the Income Tax Department to the selected Bidder/Service Provider for the services rendered. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

PRE-QUALIFICATION CRITERIA

Sl. No.	Particulars	Details (Please state Yes /No)
1	Please specify the total carpet area of commercial office space offered	Please specify the distance in carpet area (in sq ft)
2	Whether the location of the offered building is within a radius of 22.5 Km of the existing Income Tax office at the Air India Building, Nariman Point, Mumbai as per the shortest aerial distance and lying within the territorial jurisdiction of the Municipal Corporation of Greater Mumbai?	Please specify the distance (in Km's)
3	Whether the building has 24-hour availability of electricity	
4	Whether the building has 24-hour availability of water supply	
5	Whether the space offered has power backup and electrical fixtures (lights, fans, etc.) installed.	
6	Whether the building has centralized/split air conditioning systems covering at least 50% of the space offered?	
7	Whether there is an appropriate provision for the lift(s)?	
8	Whether there is an appropriate provision for Parking slots as per the Local Authority rules in Mumbai as of the date?	
9	Whether the space offered has adequate security cover and fire safety measures installed as per the requirements and mandate of the MCGM (Municipal Corporation of Greater Mumbai).	
10	Whether the building offered has availability of approved plan/drawing	
11	Whether the building offered has availability of relevant certificates from the Municipal Corporation of Greater Mumbai and/or Other Authorities for Commercial or dual-use	

12	Whether the proposed property/building is free from all encumbrances, claims, litigations, etc.?	
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TECHNICAL BID

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

Sl. No.	Particulars	Details (Please State Yes /No, giving relevant details wherever required. In case a question demands two or more details, please furnish all of them in the correct sequence)
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 superstructure) Permanent Account No. (PAN), whether assessed to tax and if so, particulars thereof (hereinafter referred to as owner)	
4	Status of the 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 Authorized signatory of the owner	
6	Contact details of the bidder	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. With STD code,including Mobile Number	
6.4	Correspondence Email address	

7	Contact details of the owner (if different from the bidder)	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. With STD code,including Mobile Number	
7.4	Correspondence Email address	
8	Please specify the total carpet area of commercial office space (in sq ft) offered in the premises	
8.1	Details of the building/office space offered including the location of the building	Specify the location of the building
8.2	Please specify the distance of the building from the existing Income Tax office at the Air India Building, Nariman Point, Mumbai (Shortest Google map distance)	
8.3	Whether the entire offered space is on the same floor in a building. Also, specify the floors being offered for use of the Department.	
9	Further details relating to the building	
9.1	Please specify the distance (Shortest Google map distance) of the building from the nearest local train station	
9.2	Whether the building has 24-hour availability of electricity	
9.3	Whether the building has 24-hour availability of water supply	
9.4	Whether the space offered has power backup and electrical fixtures (lights, fans, etc.) installed.	
9.5	Whether the building has centralized/split air conditioning systems covering at least 50% of the space offered?	
9.6	Whether there is an appropriate provision for the lift(s)?	
9.7	Whether there is an appropriate provision for Parking slots as per the Local Authority rules in Mumbai as of the date?	
9.8	Whether the space offered has adequate security cover and	

	fire safety measures installed as per the requirements and mandate of the MCGM (Municipal Corporation of Greater Mumbai).	
9.9	Whether the building offered has availability of approved plan/drawing	
9.10	Whether the building offered has availability of relevant certificates from the Municipal Corporation of Greater Mumbai and/or Other Authorities for Commercial or dual-use	
9.11	Whether the proposed property/building is free from all encumbrances, claims, litigations, etc.?	
10	Please specify the details of public transport facilities available to and from the premises, with special mention of the distance of the building from the nearest railway and metro stations.	
10.1	Whether the partition of offered space as per the 'Note to Bidders' of the RFP document is present?	
10.2	If the answer to 10.1 is No, then whether the bidder is willing to make partition of the offered space as per the 'Note to Bidders' of the RFP document	
11.1	Whether the spaces offered are on continuous floors with the readiness of the bidder to provide dedicated entry for the I.T. Department on each floor	
11.2	Whether the spaces offered are on non-continuous floors with the readiness of the bidder to provide dedicated entry for the I.T. Department on each floor	
11.3	Whether the spaces offered are on continuous floors with the bidder not being able to provide dedicated entry for the I.T. Department on each floor	
11.4	Whether the spaces offered are on non-continuous floors with the bidder not being able to provide dedicated entry for the I.T. Department on each floor	
11.5	Can the bidder make dedicated lift(s) for the I.T. Department available from the main entrance of the building?	
11.6	If the answer to 11.5 is No, can the bidder make dedicated lift(s) for the I.T. Department available from the side entrance of the building?	
11.7	Year of Construction of the building.	

11.8	Specify whether the offered building was given on lease/hire or occupied earlier. If yes furnish details along with the last rent charged and date of vacation by the earlier lessee	
11.9	Whether sufficient open spaces are available within the compound of the building?	
11.10	Whether the surrounding areas (the area within a radius of 500 meters as per Google map) of the offered building have other government buildings or not?	
11.11	Whether Public Pay & Park facility is available within 500 meters of the offered building?	
11.12	Whether the building has natural light and ventilation?	
11.13	Whether the building has universal accessibility?	
11.14	Whether the width of the access road (Main gate entry road to be considered as access road) $\geq$ 9m	
11.15	Mention specifically any hazards associated with the building or surroundings which are harmful to human occupation.	
12.1	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.	
12.2	Please submit a note on the maintenance of the common areas and amenities in the offered building	
12.3	Whether the proposed building/property/commercial office space is physically vacant and Ready to Occupy	
12.4	Any other detail/information which the bidder /owner may wish to furnish.	

Date:

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

ANNEXURE - III

FINANCIAL BID

Full particulars of the legal owner of the premises:

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

Sr. No.	Particulars	Details
1.	Total carpet area (in sq. ft.)	
2.	Total monthly rent (lump sum) for the 'entire property' offered for rent including carpet / covered area, and any other permanent structure(s) within the complex of the property offered. (Rupees in figures and words)	
3.	Monthly maintenance Cost (lump sum) for the 'entire property' offered for rent including carpet / covered area, and any other permanent structure(s) within the complex of the property offered (Rupees in figures and words)	
4.	Rate per sq. ft. = $\frac{\text{Sr.No.2}+\text{Sr.No.3}}{\text{Sr. No. 1}}$ (Sr. No. 2 plus Sr.No.3 divided by Sr.No.1)	

Note:

- a. Periodical revision to rent will be determined as per the conditions laid down in the Revised Standard Lease Agreement.
- b. Quote should cover all taxes and duties. This shall be the amount payable by the Department monthly as rent.

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

d. The rates quoted by the bidders shall be considered and the bid shall be awarded to the lowest bidder (L1) subject to receipt of a Fair Rent Certificate from CPWD.

Signature

Name

Designation

Date

ANNEXURE-IV

PRE-BID QUERY FORMAT

(To be provided strictly in Excel format)

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

SELF-DECLARATION - NO BLACKLISTING

In response to the RFP dated **/**/ 2023 for acquisition of office premises on Lease basis, as an Owner/Partner/Director/Authorized Signatory of _____, I/We hereby declare that presently I/our company/firm _____, at the time of bidding:

-

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

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

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

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

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

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

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

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

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

Signature:

Seal of Company (if applicable)

(STANDARD LEASE AGREEMENT)

An agreement made on this _____ day of _____
Two thousand Twenty-Three between _____ hereinafter called “The Lesser” (which expression shall include its successors, assigns, administrator, liquidators, and receivers, wherever the context of meaning shall so require or permit) of one part And the PRESIDENT OF INDIA (hereinafter 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 twenty-three and shall, subject to the terms hereof, continue for a term of _____ years 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 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 ‘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 condition as received, fair wear and tear, damage by fire, the act of God, riots or other 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 landlord.
6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in clause 2 herein above.
7. All existing and future rates, taxes including property tax, assessment charges, and other outgoings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the 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 a 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 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 a deduction, the Lessee shall have to give 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 expenses 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 expected 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 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 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 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 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 terms 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 request 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.