



**OFFICE OF THE ASSISTANT COMMISSIONER
GOODS & SERVICE TAX DIVISION : KHANNA**
House No. 555/3, 1st Floor, G.T.Road,
Near Malerkotla Chowk, Above OBC Bank, Khanna
Tel: 01628-221616 Email ID : gstdivision-khanna@gov.in



फ़ाइल सं :- 13/Admn/KHN/HiringOfficeSpace/2019

दिनांक:- 08.04.2019

**NOTICE INVITING E-TENDER FOR HIRING OF OFFICE PREMISES AT
KHANNA ON RENT FOR AN INITIAL PERIOD OF FIVE YEARS**

1. Online e-tenders are invited for and on behalf of the President of India by the Assistant Commissioner, CGST Division, Khanna (on behalf of Commissioner, GST Commissionerate, Ludhiana) for hiring an office building at Khanna on monthly rent basis of carpet area of approx. **8350 sq. feet.** initially for a period of five years extendable by mutual consent for any further period.
2. The tender documents will be available on official website <https://eprocure.gov.in/cppp/> and departmental website ww.cbic.gov.in from **08 April 2019** and the bid forms and other details can be obtained from there.
3. **Bid Submission:** Bids shall be submitted online at CPPP website <https://eprocure.gov.in/eprocure/app>. They shall be submitted in two parts viz. technical bid and financial bid. The offers submitted by Post/Courier/ Telegram/Fax/email etc. shall not be entertained.
4. The critical dates for the tender submission and processing are as under:

Tender Up-loading date on CPPP and CBEC portals	08-04 .2019
Last date of submission of bid	29-04-2019 (5 P.M)
Technical Bid opening date	30-04-2019 (3 P.M)
Financial Bid opening date (Only for those bidders who have qualified in the Technical Bids)	04-05-2019 (3 P.M)

5. Interested bidders are advised to visit CPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment.
6. In the event of any of the above-mentioned date being subsequently declared as a holiday/closed day for the office, the tenders will be opened on the next working day at the scheduled time.

(Tejram Meena)
Assistant Commissioner
Khanna Division

INSTRUCTIONS TO BIDDERS

1. Bid Submission:

(i) **Where to submit:**-Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/cppp/> . Tenderers are advised to follow the instructions “**Instructions To Bidder for Online Bid Submission**” provided in the “**Annexure-VII**” for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(ii) **How many Bids:** - Not more than one tender shall be submitted by one tenderer. However, in case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bid(s) containing technical bid, financial bid and bid security in respect of each of such premises.

(iii) **Bid Security (EMD):**- The tenderer must provide bid security in the demand draft of Rs.50,000/-(Rupees fifty thousand only), drawn in favour of the “**Pay & Accounts Officer, CGST Commissionerate, Ludhiana**” as “Bid Security (EMD)” valid for six months, and must reach the tender inviting authority at the office of the Assistant Commissioner, CGST, Division-Khanna, 555/3, 1st Floor, G.T.Road, Above OBC Bank, Malerkotla Chowk, Khanna, Pincode- 141001. Tender not accompanied with bid security is liable to be rejected. However, public sectors undertaking/ Govt. undertaking firms are exempt from the payment of EMD.

EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

The hard copy of original document of bid security must be delivered to the Assistant Commissioner at his office address as mentioned above on or before Technical Bid opening date / time as mentioned in critical date sheet. Bidders will be treated as non-responsive and their bid will be rejected, at the initial stage itself, if hard copy of Bid Security is not received on or before opening of Technical Bid process.

(iv) **No change in the bid document:**-Interested persons who are legal owner of the property or Power of Attorney holder, who has downloaded the tender from the CBEC website www.cbec.gov.in and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be altered / modified in any manner, tender may be completely rejected and EMD may be forfeited.

(v) **Corrigendum / addendum/ amendment to Bid:** - Intending tenderers are advised to visit CBEC website www.cbec.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment in the tender document.

2. Process and manner of submission

(i) The tender are to be submitted only **ONLINE** in two parts viz:-

(a) "**Technical Bid**" which should contain technical parameters like address of the building, carpet area, built up area, year of construction, design of the premises, availability of parking space and other requirements as given in the General Terms and Conditions (Annexure-I) and Terms and Conditions for the Tender (Annexure-II) in the format as per **Annexure-III**.

(b) "**Financial Bid**" which should indicate the rent proposed to be charged and other financial terms and conditions in the format as per **Annexure-IV**.

(ii) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

(iii) **No bid by post etc.:-** The offers submitted by telegram/fax/email/post/courier etc. shall not be considered. No correspondence will be entertained in this matter.

3. Other details: For

Technical Bid

- The following documents are to be uploaded along with the "Technical Bid":
 - (i) Signed and scanned copy of the proof of payment of **Bid Security**.
 - (ii) Signed and scanned copy of **PAN No., GST No.** If registered.
 - (iii) Signed and scanned copy of '**Letter of Authorisation** from the owner to submit Bids', if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
 - (iv) Signed and scanned copy of **Undertaking** (Annexure-V).
 - (v) Signed and scanned copy of **Tender Acceptance Letter** (Annexure-VI).
 - (vi) Signed and scanned copy of "**Title Deed**" showing the ownership of the premises with the bidder.
 - (vii) Signed and scanned copy of an '**Affidavit**' from owner(s) /Power of Attorney holder that the premises offered are free from litigation / liability / pending dues and taxes.
 - (viii) Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
 - (ix) Signed and scanned copy of the "**Layout Plan**" of the premises with exact measurement of the carpet area.

- The bidder should not indicate the rent details in the 'Technical Bid'.

For Financial Bid:

For submission of financial bid, a signed and scanned copy of the "Financial Bid" (**Annexure-IV**), quoting the monthly rate of rent per square meter of carpet area (inclusive of all costs and services including the charges for the maintenance of all facilities and amenities offered including taxes except GST) and other vital details thereof, must be uploaded.

4. Important Information

(i) The bids will be opened in the office of the Assistant Commissioner mentioned above on the scheduled date and time. No further communication shall be made separately regarding dates of opening of Technical & Financial Bids unless there is any change in date or time of opening of bids.

All the interested parties / bidders may remain present in the office of Assistant Commissioner, mentioned above at the time of opening of bids on the date and time as mentioned in the critical date sheet.

(ii) After evaluation of the technical bids, bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, an e-mail confirmation will be sent to the successful bidders which can be checked by the bidders on the portal. The financial bids of the successful bidders (found to be qualified in the technical bid) will be decrypted and opened online on the schedule date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.

(iii) The hard copy of the original instrument in respect of the bid security, original copy of undertaking/affidavits, self-attested copies of the certificates and other documents must be delivered to the this office on or before bid opening date/time, as mentioned in the critical date sheet. After opening of the Technical Bid, the original documents as per the requirement of e-tender document will be verified by the department. The department reserves the right to seek any document in original related to the premises offered for hire for the purpose of verification at any stage of the tender process.

(iv) If at any time it is noticed that any information uploaded by the bidder is incorrect or wanting, the bid is liable to be rejected. The department shall not be responsible for any legal consequences arising from such rejection of the bid.

5. Following annexures form part of this tender:

- (i) **Annexure-I** - Instructions to Bidders
- (ii) **Annexure-II** - Terms & Conditions for the Tender
- (iii) **Annexure-III** - Technical Bid
- (iv) **Annexure-IV**- Financial Bid
- (v) **Annexure-V**- Undertaking by the Bidder
- (vi) **Annexure-VI** - Tender Acceptance Letter
- (vii) **Annexure-VII** – Integrity Pact
- (viii) **Annexure-VIII** - Instructions for online bid submission
- (ix) **Annexure-IX** –Format of Standard Lease Agreement

Sd/-
(Meena Tejram)
Assistant Commissioner
Khanna Division

TERMS & CONDITIONS FOR THE TENDER

1. Online e-tenders are invited for and on behalf of the President of India by the Assistant Commissioner, CGST Division, Khanna (on behalf of Commissioner, GST Commissionerate, Ludhiana) for hiring an office building at **Khanna** on monthly rent basis having total carpet area of approx **8350 sq. feet.** initially for a period of five years. The bids are invited in a two-bid system (Technical and Financial). Only persons having the legal rights for leasing out the premises on rent can send their bids.
2. The premises having the following amenities and facilities will be preferred for consideration and will be given due weightage in evaluation of Technical Bid:-
 - i. Occupancy/completion certificate.
 - ii. Fire Safety Certificate issued by Fire Department.
 - iii. Building should be complete and suitable for use as office and well furnished with cabins and cubicles / work stations ready to be occupied. If not, the bidder would be required to make partitions/ alterations to the premises as required by the department for seating of its officers and staff as also in case the ones provided already are not found suitable.
 - iv. The building should be well connected by public transport and should have wide approach road.
 - v. There should be adequate natural lighting in the campus/compound. There should be adequate cross-ventilation in the building. In case the building is designed for natural ventilation and is not airy, it should be air conditioned.
 - vi. There should be provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc.
 - vii. The premises should have suitable power supply for commercial operations and uninterrupted power supply for essential services and common area lighting. The premises shall have proper electrical wiring and fittings/ installations with LED lights and shall have 24 hours sufficient load sanctioned and further provisions for increasing the load as per requirement. A DG Set with appropriate load capacity & maintenance thereof will be provided by the owner of the building. However, cost of fuel for running the DG set will be borne by the department.
 - viii. The premises should have sufficient parking space for four wheelers / two wheelers. Earmarked parking exclusively for the hirer would be desirable.
 - ix. All building services such as lifts (if it is 2nd floor and/or above), power supply, air conditioning, Local Area Network, plumbing, sewerage system, telephone and intercom connectivity, firefighting system and such other office amenities and fixtures should be made operational before the possession of the building is taken.
 - x. All internal and external walls should be painted with good quality paint before handing over the possession to the department.
 - xi. The building should have provisions as required under the Rights of Persons with Disabilities Act, 2016 for creating barrier free environment for persons with disabilities.
 - xii. Surroundings of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around the building and other related factors would be important criteria for qualifying in the Technical Bid.
 - xiii. The required carpet area should preferably be in a single independent building and in case of building with multiple floors the ones offered should preferably be contiguous.
 - xiv. In case the area offered is in a big common building, the bidder may have to provide an exclusive entrance and exit for the use by the department.
 - xv. The office premises should be legally free from all encumbrances.

- xvi. The floor of the building should be laid with full body double charged vitrified tiles measuring 2x2 feet.
- xvii. For Division Offices the premises shall be maximum 2 floors and for range offices the premises shall be single floor. The premises located on the ground floor will be preferred. In case the premises offered are not on the ground floor then appropriate facility of lift shall be provided
- xvii. The following rooms roughly measuring as per details below would have to be provided:
- a. AC/DC- 18 sq. mtr. (approx.)-1
 - b. Superintendent/ A.O.- 14.5 sq. mtr. (approx.) each-7
 - c. Common Area for inspector and Other Staff- 16 sq. mtr. each (approx.)- 7
 - d. Entrance Hall- 66 sq. mtr. (approx.)-1
 - e. GST Sewa Kendra (Public Relation Unit)- 22 sq. mtr. (approx.)-1
 - f. Conference Hall- 22 sq. mtr. (approx.)-1
 - g. Computer Room for installing EPBX, Printer, Inverter, Router, Switches- 30 sq. mtr.(approx.)-1
 - h. Waiting Lounge on each floor- 11 sq. mtr. each (approx.).
 - i. Store for forms & stationery- 16.5 sq. mtr. each (approx.)-1
 - j. Recreation room-22 sq. mtr. (approx.)-1
 - k. Library- 22 sq. mtr. (approx.)-1
 - l. Canteen-22 sq. mtr. (approx.)-1
 - m. Guest Room- 33 sq. mtr. (approx.)-1
 - n. Internal Audit Party Room- 11 sq. mtr. (approx.)-1
 - o. Record Room- Balance Area-1
 - p. Rest rooms (separate for Gents and Ladies)- one on each floor.

Note.

- a. The total carpet area should not exceed **8350 sq. feet**. In case the area falls short for making of the rooms, the area of special components may be reduced in consultation with the Deptt.
- b. Rest Rooms for Gents and ladies have to be provided separately on each floor.
- c. Entrance Hall & Waiting Lounge can be clubbed as per the plan of the building.
- d. The bidder shall submit a provisional design as mentioned above. The width of the corridors should be approx. 6 ft. (approx. 183 cm.). All the other amenities and provisions should conform to the National Building Code of India.

3. Offer should be valid for a **minimum period of 12 months** from date of opening of tender.

3(a) The terms carpet area/ plinth area and super built up area are defined as below for ease of understanding:

- (i) Carpet Area- It refers to the total usable area within the four walls of a building. In other words it refers to the area for which carpet can be laid if required by the owner.
- (ii) Plinth Area- It refers to the entire carpet area alongwith thickness of the internal & external walls and columns.
- (iii) Super Built up Area- It refers to the plinth area of a building/ apartment as added by balconies and other common area such as corridors, staircase, lift room, motor room and other circulation areas etc.

4. The technical bids shall be opened in the first instance. Before accepting Technical Bid, all the documents and building would be inspected by the department. The physical inspection of the premises will also be carried out to verify whether the premises comply with the terms and conditions as specified in the tender documents and to assess the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities.

5. The opening of financial bids shall be done at a later date. The financial bids of only those bidders will be opened which are short-listed after assessing the technical bids.

6. If a Firm quotes NIL charges/ consideration, the bid shall be considered as unresponsive and will not be considered.

7. Finalization of rent is subject to certification by CPWD / Hiring Committee and final approval / sanction by the Government of India, if required. The assessment of reasonable rent is done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate. The negotiation of the final rent with the selected bidder will be done by the department after receipt of the Fair Rent Certificate from the CPWD.

8. Selected party shall be required to sign a Standard Lease Agreement (as per format enclosed **Annexure- VIII**) with the department. The agreement shall be signed for a period of 5 (five) years initially which can be extended for further period as required. However, the premises can be vacated earlier in terms of the conditions in the SLA.

9. Monthly rent quoted should be on lump-sum basis for the carpet area offered (including area of main building, other permanent structure, covered/underground parking as well as open parking area, open space link garden, inner roads etc. forming part of the premises) for the entire agreement period of 5 (five) years in the Financial Bid. Bidder may note that no increase in rental charges per month would be allowed during the initial 3 (three) years of the agreement period. The said lease agreement is to be registered with the competent authority by the lessor at their own expenses.

10. The monthly rent will run from the date of the possession of the premises by the Department. Advance payment of rent shall ordinarily not be made unless specifically agreed in writing. All existing and future rates, taxes including property taxes, assessment charges and other outgoing of any description in respect of the said premises (except GST) shall be borne by the owner/bidder.

11. The cost of repair and maintenance of civil, electrical, plumbing, air conditioning plant or equipments, power back up (generator set), lifts and common areas etc. will be the responsibility of the owner / bidder. Routine replacement of electrical fittings like bulbs,

tubes and other consumables will be done by the department. The Department shall pay charges towards electric power, light and water used on the said premises on actual consumption basis.

12. The premises should be capable of being handed over for possession to the Department within three month of the acceptance of the offer by the department excluding a reasonable time required to carry out any changes or modification as per the directions of the department or as per plan of room in para 2 (xvii) above.

13. The security of the building and running of lifts with requisite manpower for operation on 24*7 basis shall be the responsibility of the owner/bidder. The bidder should make sure that the lifts work smoothly during the period of contract. The cost of development of external security for building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the department. The internal security of the premises will be taken care of by the department.

14. The participation in the tender process does not entail any commitment from the department and it reserves right to reject any/all offers including that of the lowest bidder, without assigning any reasons. The department also reserves the right to amend/modify/alter any or all of the terms and conditions /dates of the tender at any time before the tendering process is finalised.

15. Only one proposal for one premise will be entertained. Conditional offers shall not be acceptable and liable to be rejected straightaway.

16. In case of any legal dispute arising out of this tender/ contract, the jurisdiction shall be the Courts at Khanna only.

Sd/-
(Meena Tejram)
Assistant Commissioner
Khanna Division

TECHNICAL BID (Qualifying Bid Document)

With reference to your advertisement in the CPPP portal published on..... , I/ We offer the premises below for the office of the Assistant Commissioner, CGST, Khanna as per details below:-

Sr. No.	General Information	
1.	i. Name of person submitting the bid (the bidder) ii. Permanent Account Number (PAN)	
2.	Status of the bidder (Individual/Partnership/Firm/Company/Society/Any Other)	
3.	i. Name of the person holding title of the property (the owner) ii. Permanent Account Number (PAN)	
4.	Status of the owner (Individual/Partnership/Firm/Company/Society/Any Other)	
4.	Whether bidder is himself the owner of property offered on rent or Power of Attorney/Duly Authorised signatory of owner.	
5.	Contact Detail of the Bidder i. Name ii. Complete Postal Address iii. Telephone/Mobile Number iv. Email Id.	
6.	Contact Detail of the Owner (if different from the bidder) i. Name ii. Complete Postal Address iii. Telephone/Mobile Number iv. Email Id.	
7.	Detail of Property Offered i. Location and Address of the Building ii. Is the property having Office use iii. Floors No./Total No. of Floors in Building iv. Total carpet Area of each floor offered for rent (In Sq Ft.) v. Total carpet area (Total for all floors offered) (In Sq. Ft.) vi. Parking Space Available (No of 4 wheeler for which parking is available) vii. Width of the road on which property is located. viii. Date of Completion Certificate ix. Whether the premises is vacant and available in “ready to occupied condition” x. Running Water Supply with R.O. xi. Whether plans are approved by the local authorities xii. Whether occupation certificate has been obtained xiii. Type of flooring xiv. Type of painting (white wash/plastic paint etc) xv. Whether fire-fighting arrangements provided xvi. Whether willing to make additions/alternations in the premises as per requirements xvii. Clearance/NOC of all the relevant Central/State/Municipal Authority and Fire Department for use as office/commercial	

	premises conforming to municipality laws. xviii. Whether there is facility to install air-conditioners xix. Whether there is a provision of lift (in case premises being offered has more than one floor.)	
8.	Signage – The department requires the right to use its logos and graphics at the entrance to the premises, elevator lobby, main building façade.	
9.	Detail of Bid Security (EMD) of Rs. 50,000/-	

Notes

1. The carpet area of any floor shall be the covered floor area worked out excluding the following portions of the building-
 - Sanitary accommodation, except mentioned otherwise in a specific case.
 - Veranda, except where fully enclosed and used as internal passages and corridors.
 - Corridors and Passages, except where used as internal passages and corridors exclusive to the unit.
 - Entrance halls and porches, vertical sun breakers, box louvers, Staircase.
 - Shafts and machine rooms for lifts, Barsaties*, lofts, Garages, Air-conditioning ducts and air-conditioning plant rooms,
 - Shafts for sanitary piping and garbage ducts.
2. Rates should not be mentioned here or anywhere in Technical Bid.

1. I have gone through the **Instructions to Bidders**(Annexure- I) and the **Terms and Conditions for the Tender** (Annexure-II) forming part of the Tender Documents and I accept them and agree to abide by them.

2. I,, Son / Daughter of solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it is correct, complete and truly stated.I/We will give the consent as per your standard Performa if you find our premises suitable

Place:

Signature:
Name:
Designation:

Date:

*Names in full and block letter:- _____

The following documents are to be uploaded along with the “Technical Bid”:

1. Signed and scanned copy of the proof of payment of **Bid Security**.
2. Signed and scanned copy of **PAN No., GST No.** If registered.
3. Signed and scanned copy of ‘**Letter of Authorisation** from the owner to submit Bids’, if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
4. Signed and scanned copy of **Undertaking** (Annexure-V).
5. Signed and scanned copy of **Tender Acceptance Letter** (Annexure-VI).
6. Signed and scanned copy of **Integrity Pact** (Annexure – VII)
7. Signed and scanned copy of “**Title Deed**” showing the ownership of the premises with the bidder.
8. Signed and scanned copy of an ‘**Affidavit**’ from owner(s) /Power of Attorney holder that the premises offered are free from litigation / liability / pending dues and taxes.
9. Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
- 10.Signed and scanned copy of the “**Layout Plan**” of the premises with exact measurement of the carpet area.

FINANCIAL BID DOCUMENT

(a) Financial bid undertaking

(b) Schedule of financial bid

(a) FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To

The Commissioner,
Central Goods and Service Tax,
Ludhiana.

Dear Sir,

I submit the Financial Bid in respect of your tender published on the CPPP portal on for taking on rent for your office premises in the city of Khanna as envisaged in the Bid document.

2. I have thoroughly read and understood all the terms and conditions (including those in Annexure- I, II and III) as contained in the Bid documents, and agree to abide by them

3. I offer to work at the rates as indicated in the Financial Bid (Annexure IV) inclusive of all applicable taxes except GST.

Yours faithfully,

Signature and name
Authorized Representative

(b) Schedule of Financial Bid

The below mentioned Financial Proposal/Commercial bid format is provided along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this format as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not alter/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/ modified in any manner, tender may be rejected.

Sr. No.	Building Description	Total Carpet Area (in Sq. mtr.)	Rate per Sq. feet. of carpet area per month (in Rs.)	Total Rent per month (in Rs.)
		A	B	C= A*B
1	Hiring of premises for Central GST offices at Khanna	8350 sq feet		

1. The rates will be inclusive of all taxes, fees, levies, local bodies taxes, property taxes etc. (except GST) and any revision in any taxes, fees, etc. after the bid submission will be the responsibility of the Bidder.
2. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
3. The rates quoted shall remain firm throughout the tenure of the contract and no revision is permissible for any reason except in accordance with the terms of the Standard Lease Agreement.

Yours faithfully,

Signature and name
Authorized Representative

UNDERTAKING BY THE BIDDER

1. I/We undertake that I/We or my/our firm M/s..... has not been blacklisted by any Govt. Department/Public Sector Undertaking/Autonomous Body.
2. I, Son/Daughter/Wife of Shri Proprietor/Partner/Director/authorized signatory of M/s..... am competent to sign this declaration and execute this tender document.
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
4. The information / documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. may be blacklisted and shall not have any dealing with the Department in future.

Date:

Signature of the authorized Signatory of the firm/Company/Organization

Place:

Office Stamp/Seal:

TENDER ACCEPTANCE LETTER

(To be given on Company letter head, if bidder is firm, co. etc.)

Date:

To

The Commissioner,
Central Goods and Services Tax,
Ludhiana.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work:

_____ Dear Sir,

1. I/ We have downloaded the tender document for the above mentioned "Tender" from the CPPP portal as per your advertisement, given in the above mentioned website.

2. I / We hereby certify that I / we have read all the entire terms and conditions of the tender document given in:-

- i. Notice Inviting Tender,
- ii. Instructions to bidders (Annexure-I),
- iii. Terms and Conditions for the Tender (Annexure-II),
- iv. Technical Bid (Annexure- III),
- v. Financial Bid (Annexure- IV),
- vi. Undertaking by the bidder (Annexure-V),
- vii. Instructions for online bid submission (Annexure-VII),and
- viii. Format of Standard Lease Agreement (Annexure-VIII)

which form part of the tender document and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by the department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department may, without giving any notice or reason therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the earnest money deposit.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Integrity Pact

1. The Principal promises not to seek or accept any benefit, which is not legally available
2. The Principal would treat all bidders with equity and reason.
3. The Bidder promises not to offer any benefit to the employees of the Principal not available legally.
4. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
5. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
6. Foreigner bidders to disclose the name and address of the agent and representatives in India and Indian Bidders to disclose their foreign principals or associates.
7. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediaries.
8. Bidders to disclose any transgressions with any other company that may impinge on anti- corruption principle.

(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to

understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned office, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents

become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

LEASE AGREEMENT

AN AGREEMENT MADE DAY OF
..... THIS two thousand one 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:-

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

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule **B** and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 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 there of, 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 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 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 purposes of this clause, the officer mentioned in clause 16 shall be authorised 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.