

कार्यालय आयुक्त/OFFICE OF THE COMMISSIONER
केंद्रीय माल और सेवाकर आयुक्तालय, जालंधर
CENTRAL GOODS & SERVICES TAX COMMISSIONERATE, JALANDHAR
जीएसटी भवन, एफ-ब्लॉक, ऋषि नगर, लुधियाना – 141001
GST BHAWAN, F-BLOCK, RISHI NAGAR, LUDHIANA- 141001
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C. No. **I-11(3)/प्रशा./मुख्या./GST/मंडल- पठानकोट/2017/Pt** दिनांक:-19.06.2018

NOTICE INVITING TENDER FOR HIRING OF OFFICE PREMISES AT PATHANKOT

1. Online tenders are invited for and on behalf of the President of India by the Commissioner, CGST Commissionerate Jalandhar for hiring office building at Pathankot on monthly rent basis of carpet area of **591 m²**, initially for a period of five years.
2. The tender documents will be available on official website <https://eprocure.gov.in/cppp/> and Departmental website **www.cbic.gov.in** from **19.6.2018**.
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. Offers submitted by Post/Courier/ Telegram/Fax/email etc. shall not be entertained.
4. Critical dates for the tender submission and processing are as under:

Tender uploading date on CPPP and CBIC portals	19.06.2018
Last date of submission of bid	11.07.2018 (1500 hrs.)
Technical Bid opening date	12.07.2018 (1600 hrs.)
Financial Bid opening date (Only for those bidders who have qualified in the Technical Bids)	After technical bid evaluation (tentatively by 20.7.2018)

5. Interested bidders are advised to visit CPPP 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.

-sd-
(Vikramaditya Meena)
Assistant Commissioner
On behalf of the Commissioner

INSTRUCTIONS TO BIDDERS**1. Bid Submission:**

(i) **Where to submit Bid:-** Bid shall be submitted online at CPPP portal: <https://eprocure.gov.in/cppp/>. Bidders 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 bidder.

(iii) **Earnest Money Deposit (EMD):-** The bidder must provide Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) by way of a demand draft drawn in favour of the **P.A.O., CBIC, Chandigarh-II (Jal.)** valid for six months which must be deposited with the Assistant Commissioner, CGST, Division- Pathankot, Mission Road Pathankot- 145001 on or before technical bid opening date/time as mentioned in critical date sheet. Tender not accompanied with Earnest Money Deposit shall be rejected.

The bids can be withdrawn at any time before opening of the technical bids (and in no circumstance thereafter) whereupon EMD shall be returned.

EMD of the bidder(s) rejected in technical bid evaluation shall also be returned after technical bid evaluation is completed and uploaded on CPP portal. However, the EMD shall be forfeited in case a bidder withdraws after opening of the technical bids. It may also be forfeited if the details furnished by him in the bid documents are found to be incorrect or false.

(iv) **No change in the bid document:-**Bidders, who are the legal owners of the property or persons holding proper Power of Attorney from owners to participate in the bidding process, shall not tamper/modify, in any manner, the tender including the technical or financial bid template downloaded from the CBIC website www.cbic.gov.in and CPPP portal <https://eprocure.gov.in/eprocure/app>.

(v) **Corrigendum / addendum/ amendment to Bid:** - Bidders are advised to visit CBIC website www.cbic.gov.in and CPPP portal <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**" in the format as per **Annexure-III** which should contain all technical parameters like address of the building, carpet area, year of construction, design of the premises, availability of parking space and other requirements as given in the Instructions to bidders (**Annexure-I**) and Terms and Conditions for the Tender (**Annexure-II**).

(b) "**Financial Bid**" as per **Annexure-IV** should indicate the rent proposed to be charged.

(ii) **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 shall be uploaded along with the “Technical Bid”:
 - (i) Signed and scanned copy of the Demand Draft as Earnest Money Deposit.
 - (ii) Signed and scanned copy of **PAN No. and 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.
- The bidder should not indicate the rent details in the ‘Technical Bid’.

For 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 except electricity charges, and inclusive of all other statutory levies/ 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, CGST, Division-Pathankot, Mission Road, Pathankot - 145001 on the scheduled date and time.
- (ii) All the interested bidders may remain present in the office mentioned above at the time of opening of bids.
- (iii) After evaluation of the technical bids, bidders will get the information regarding their eligibility/pre-qualification on CPPP portal. Thereafter, a text message confirmation/ 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 after the evaluation of technical bid and intimated accordingly through text/ e-mail from CPPP portal. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website or through text message.
- (iv) The original documents, copies of which have been scanned and uploaded in the e-tender, may be verified by the department. The department reserves the right to seek any document in original over and above the documents submitted for the purpose of verification.
- (v) If any information uploaded by the bidder is incorrect or wanting, the bid is liable to be rejected. The decision of the department in this regard shall be final.

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** - Instructions for online bid submission
- (viii) **Annexure-VIII** – Format of Standard Lease Agreement

Sd/-
(Vikramditya Meena)
Assistant Commissioner
On behalf of the Commissioner

TERMS & CONDITIONS

1. The premises having the following amenities and facilities will be preferred and will be given due weightage in evaluation of Technical Bid:-

- i. Building should be suitable for use as office and suitable for making cabins / cubicles / work stations as per design approved by the Department. The bidder would be required to make cabins/cubicles/partitions and provide other amenities as required by the department.
- ii. The total carpet area should not be more than 591 m². In case the bidder offers more carpet area, due to any reason like the design/ layout of the building, the liability of the department would be limited only to the extent of 591 sq. metres.
- iii. 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 and shall have sufficient load sanctioned and further provisions for increasing the load as per requirement.

The premises would have to provide such electrical layout so that power to PCs etc. can be given from the UPS in the computer room.

A DG set with appropriate load capacity will be provided by the owner of the building. The maintenance shall be the responsibility of the owner. However, cost of fuel for running the DG set will be borne by the department.

- iv. The premises should have sufficient parking space for four wheelers / two wheelers.
- v. All building services and amenities such as lifts, air conditioning, fire fighting system and such other office amenities and fixtures should be made operational before the possession of the building is taken.
- vi. The bidder shall provide Local Area Network with one IO for each person. It should also provide points for connecting telephone and intercom in each room/cabin. All these shall terminate in computer room.
- vii. The building should comply with provisions of the Rights of Persons with Disabilities Act, 2016 for creating barrier free environment for persons with disabilities.
- viii. Surroundings of the building including ambience, adjacent tenants, general development in the surrounding area, space available within the premises of the building, approach road leading to the building, traffic congestion in and around the building would be important criteria for deciding qualification in the technical bid.
- ix. The required carpet area should preferably be in a single independent building and in case of a shared building with multiple floors; the floors offered should be contiguous.
- x. In case the office space offered is in a common building, the bidder would have to provide an exclusive entrance and exit for the use by the department.
- xi. The floor of the building would ideally be laid with full body double charged vitrified tiles measuring 2x2 feet before the successful bidder hands over the space for possession.

- xii. The bidder must ensure that the building has been granted Occupancy/completion certificate/Fire Safety Certificate issued by Fire Department and is legally free from all encumbrances.
 - xiii. In evaluation of technical bids, the bidder offering power backup and offering air conditioning, where building lacks proper and natural cross ventilation, would be preferred over others.
 - xiv. **In case the building is otherwise found suitable for hiring but the area offered is less, it shall not be rejected in technical evaluation if the carpet area offered is within 5% of the required carpet area i.e. at least 562 m².**
2. Offer should remain valid for **a minimum period of six months** from date of opening of financial bid.
3. 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.
4. 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 evaluating the technical bids.
5. If a Firm quotes NIL charges/ consideration, the bid shall be considered as unresponsive and will not be considered.
6. Bidders may note that 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.
7. 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. However, the premises can be vacated earlier in terms of the conditions in the said agreement.
8. Monthly rent quoted in the Financial Bid (Annexure IV) would cover the entire area offered (covered/built up area of main building including carpet area, other permanent structures, covered/underground parking as well as open parking area, open space link garden, inner roads etc.) for the entire agreement period of 5 (five) years in the Financial Bid. The department shall have no liability over and above that mentioned in the Financial Bid of the successful bidder. Bidder may note that no increase in rental charges per month would be allowed during the initial 3 (three) years of the agreement period.
9. The monthly rent will begin from the date of the actual possession of the premises by the Department and shall be payable only after conclusion of the month. All past, existing and future rates, taxes including property taxes, assessment charges and other liabilities of any description in respect of the said premises (except GST) shall be borne by the owner.
10. 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 electricity used on the said premises on actual consumption basis.
11. The premises should be capable of being handed over for possession to the Department within **three months** of the acceptance of the offer by the department after making partitions/cabins/cubicles

and carrying out any changes or modification as per the directions of the Department.

12. 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.

13. In case the carpet area offered by the bidder is more than the required carpet area, the rent payable shall only be restricted to the carpet area required by the department. Excess carpet area offered shall not be taken into account for the purposes of the rent calculation.

14. Only one proposal per bidder for one premise will be entertained. Conditional offers shall not be acceptable and liable to be rejected straightaway. The bid has to quote a single rate as per the format of the Financial Bid (Annexure IV) after taking into account all the expenses/charges including those towards maintenance that may have to be incurred by the bidder.

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

Sd/-
(Vikramditya Meena)
Assistant Commissioner
On behalf of the Commissioner

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, GST, Pathankot as per details below:-

Sr. No.	GENERAL INFORMATION	
1.	i. Name of person submitting the bid (the bidder) ii. Permanent Account Number (PAN) iii. Whether assessed to tax and if so, particulars thereof.	
2.	Status of the bidder (Individual/Partnership Firm/Company/Society /Any other (specify)	
3.	i. Name of the person holding title to the property (the owner) ii. Permanent Account Number (PAN) iii. Whether assessed to tax and if so, particulars thereof.	
4.	Status of the owner (Individual/ Partnership Firm/Company/Society / Any other (specify)	
5.	Whether the bidder is himself the owner of property offered on rent or Power of Attorney/Duly Authorised signatory of owner (Specify clearly)	
6.	Contact details of the bidder	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. including Mobile Numbers	
6.4	Fax No.	
6.5	Email	
7	Contact details of the owner (if different from bidder)	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. including Mobile Numbers	
7.4	Fax Nos.	
7.5	Emails	
8	Details of Property Offered	
8.1	Location and address of the building	
8.2	Usage of the property offered as per local authority records. (Please attach relevant records)	
8.3	Whether the space offered for hire is situated in more than one floor of a property. If yes, specify the floors	
8.4	Total plot area of the property where office is offered (complete land area including open spaces, constructed area within the boundary of property offered on rent) (In Sq. Meters.)	
8.5	Total carpet area on each floor offered for rent (in Sq. Meters.)	
8.6	Total carpet area (Total for all floors offered) (In Sq. Meters.)	
8.7	Open area (open parking space, inner roads, garden etc.) (In Sq. Meters.)	
8.8	Covered parking area (garages, underground parking etc., if any) (In Sq. Meters.)	
8.9	Distance of property from the railway station	
8.10	Distance of property from Bus Stop	
8.11	Width of road on which the property is located	

8.12	Earmarked parking space available for car/vehicles. Public parking places on road or any other nearby public area will not be counted for this purpose. Details of covered/underground parking space and open parking space may be indicated separately	
8.13	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any.	
8.14	Details of lifts- their capacity and number	
8.15	Details of available fire safety and security measures	
8.16	Whether suitable power supply for commercial operation is available?	
8.17	Details of the power back up, whether available or not?	
8.18	Whether plans are approved by the local authorities	
8.18	Whether occupation certificate has been obtained.	
8.20	Clearance/ NOC of all the relevant Central/ State/ Municipal Authority and Fire Department for use as office/ commercial premises conforming to the municipal laws obtained or not.	
8.21	Whether the premises offered is air-conditioned- fully or partly?	
8.22	Maximum time required for completing required internal wall partitions and other finishing works including LAN cabling within the premises as per user requirements	
9	Further general details relating to the building/location	
9.1	Whether the proposed property/building is free from all encumbrances, claims, litigations etc. If not, give details of the nature and status of the encumbrances, claims, litigations.	
9.2	Whether it is an independent building for exclusive use by the department without sharing with any others user? If not, give details of tenants. The bidder may be required to furnish copy of lease agreement with other tenants, if called for.	
9.3	Whether the proposed building /property is physically vacant and available for occupation	
9.4	Year of construction	
9.5	Specify whether the building was given on lease/hire or occupied earlier? If yes, furnish details including date of vacation by the earlier lessee.	
9.6	Whether proper access from road is available? Also specify clearly whether the premises are easily accessible for heavy vehicles. Inform if any restrictions have been imposed by Govt. or other authorities.	
9.7	Mention specifically any hazards associated with the building or surroundings which may be harmful for human occupation.	
9.8	Whether all Govt. dues including property tax, electricity, telephone, water bills etc., have been duly paid up to date.	
10	Signage- The department reserves the right to use its logos and graphics at the entrance to the premises and within signage in the elevator lobby on the leased floor(s) and in the building lobby. Prominent signage on the main building façade would also be to installed. Whether this clause is agreed to?	
11	Details 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-
 - Bathrooms/Washrooms/ Toilets,
 - Veranda and corridors and passages, except where fully enclosed and used as internal passages.
 - Entrance halls and porches, vertical sun breakers, box louvers, staircase,
 - Shafts and machine rooms for lifts, and air-conditioning plant rooms etc.,
 - Garages, covered parking area/ underground parking area,
 - Shafts for sanitary piping and garbage ducts.
2. **Pl attach a certificate from accredited architect that the carpet area is as per definition above and not less than 562 m².**
3. Rates should not be mentioned here or anywhere in Technical Bid.

DECLARATION

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:

FINANCIAL BID DOCUMENT

(a) Financial bid undertaking

(b) Schedule of financial bid in the form of BOQ_Officepremises.xls

(a) FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To

The Commissioner,
Central Goods and Service Tax,
Jalandhar.

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 Pathankot 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 which are inclusive of all costs and services including the charges for the maintenance of all facilities and amenities offered (*except electricity usage charges and fuel costs for running generators*) ; and all taxes, fees, levies, local bodies taxes, property taxes etc. (*except GST*).

Yours faithfully,

Signature and name
Authorised Representative

(b) Schedule of Financial Bid

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

Sr. No.	Building Description	Total Carpet Area offered (in m ²)	Rate per Sq. mtr. of carpet area per month (in Rs.)	Total amount of rent (in Rs.) per month
1	Hiring of premises for Central GST offices at Pathankot			

1. The rates will be inclusive of all costs and services including the charges for the maintenance of all facilities and amenities offered (except electricity usage charges and fuel costs of running generators); and 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. 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,
Jalandhar.

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 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)

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.

DRAFT STANDARD 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 outgoings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessor, 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.