



**GST & CENTRAL EXCISE AUDIT COMMISSIONERATE :: CHANDIGARH  
CENTRAL REVENUE BUILDING, PLOT NO. 19 SECTOR 17 C, CHANDIGARH**  
C.No.I-II(3)Admn/Hqrs/Audit/2017 Dated:

**TENDER NOTICE FOR HIRING OF OFFICE ACCOMMODATION IN HIMACHAL PARDESH**

**Bidder must upload separate bid for location SHIMLA and BADDI with separate EMD**

1. Online bids are invited on single stage two bid system for "Hiring suitable office accommodation on monthly rent basis with modern infrastructure & parking space preferably in modern area for GST & Central Excise Audit Circle offices at Shimla and Baddi as per details below-

S.No.	Name of the Audit Circle	Location for Premise	Net Carpet Area (Sq.ft.) Appx.
01	GST Audit Circle Shimla	Shimla, HP	3407 Sq.Ft.
02	GST Audit Circle Baddi	Baddi, HP	3407 Sq.Ft.

**In no case, Manual bids shall not be accepted.**

2. Document Download: Tender documents may be downloaded from [www.cexchd1.gov.in](http://www.cexchd1.gov.in) and CPPP site <https://eprocure.gov.in> as per the schedule as given in CRITICAL DATE SHEET as under.

**CRITICAL DATE SHEET**

Published Date	16.03.2018
Bid Document Download / Sale Start Date	16.03.2018
Bid Submission Start Date	17.03.2018 (09.00hrs)
Bid Submission End Date	06.04.2018 (1600hrs)
Last date of receipt of EMD in physical form in office	09.04.2018 (16 hours)
Technical Bid Opening Date	10.04.2018 (1000 hrs)

3. Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in>. No tender shall be accepted / entertained by fax, e-mail or submitted in person or any other such means and beyond the specified date /time.

Tenderers/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.

4. **Not more than one bid for one premise shall be submitted by one bidder.** Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) **be allowed to bid for the same premise** as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who has downloaded the tender from the website [www.cexchdl.gov.in](http://www.cexchdl.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in>, **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with GST & Central Excise Audit Commissionerate, Chandigarh.

6. Intending tenderers are **advised to visit again** website [www.cexchdl.gov.in](http://www.cexchdl.gov.in) and **CPPP website https://eprocure.gov.in regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.

7. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.

8. The Bidder(s) shall quote rates for the space to be rented only as **“Rate per square foot per month” as well as Total rent per month**. This rate shall be exclusive of GST (& including all the amenities). The bidder may also quote the rate per unit of Electricity if Genset is installed (cost of fuel will be borne by the bidder). The lessor would be liable for ensuring compliance with the relevant rules, and regulations as notified by the Government in this regard from time to time. **The bidder must first download the BoQ, enable the “Macro” and fill the required cell (blue colored), then save the BoQ and upload the same on the e-portal.** The total amount of rent per month compared with the net carpet area offered in Sq. ft. would be the criteria for deciding the successful bidder i.e rent/sq ft of net carpet area offered.

#### **Submission of Tender**

The tender shall be submitted online in - Two part, viz., **technical bid and financial bid**.

All the pages of this tender document bid(except Annexure-IV which is to be uploaded only at portal in BoQ- in Excel format) being submitted must be signed in token of being read carefully and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. No cell/column of technical data sheet must be left blank. If no entry is to be made then bidder must write “N.A or NIL”. All entries in the Technical Data Sheet must be eligible.

It may be noted that, in case of non-uploading of signed copies of documents specified in the Tender documents on the CPPP, such technical bid, shall summarily be rejected. The offers submitted through any means other than uploading on the CPPP website <https://eprocure.gov.in> shall not be considered. No correspondences will be entertained in this matter. This office reserves the right to accept or reject any tender in part or full or without assigning any reasons thereof.

**The bidder should refrain from indicating the rent and other financial details in the technical bid and if they do so, the bid will summarily rejected.**

#### **Technical Bid**


The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- i) Signed and Scanned copy of Certificates/documents mentioned in the tender document.
- ii) Signed and Scanned Copy of Tender Acceptance Letter as mentioned in the Annexure VI.
- iii) An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State/UT Government institution and there has been no litigation with any government department on account of any services.
- iv) Tender Data Sheet- Annexure III.

**Financial Bid**

Price bid undertaking

- (a) Schedule of price bid in the form of BOQ\_XXXX.xls (Annexure-IV)

  
**ASSISTANT COMMISSIONER (ADMN)  
GST & CENTRAL EXCISE, AUDIT COMMISSIONERATE,  
CHANDIGARH**

Copy to:

- 1) The Superintendent (System), GST & Central Excise Commissionerate, C.R. Building, Plot No.19, Sector-17-C, Chandigarh for posting the said Tender Notice on [www.cexchd1.gov.in](http://www.cexchd1.gov.in) immediately.

  
**ASSISTANT COMMISSIONER (ADMN)  
GST & CENTRAL EXCISE, AUDIT COMMISSIONERATE,  
CHANDIGARH**

## ANNEXURE-I

### General Terms and Conditions

#### 1. Bid Submission:

- (i) **Where to submit:-** Bid shall be submitted online at CPPP website: <https://eprocure.gov.in>. 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 BID 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. In case the bidder has premises both at locations Shimla and Baddi, then he must upload separate bid for separate locations specifying “for Shimla/Baddi” and each bid must be enclosed by separate EMD (**Earnest Money Deposit @ Rs 50,000/-**). In case the bidders have different premises at same location, then he must file/upload separate bid and separate EMD. Failure to do so will render the bid liable to be rejected without assigning any reason and no further correspondence will be made by this office
- (iii) **Bid Security (EMD):-** The tenderer must provide bid security of **Rs. 50000/- (in the form of DD)** drawn in favour of the “**P.A.O., CBEC, Chandigarh**” as “**Bid Security (EMD)**” valid for six months and scanned copy of it should be uploaded with technical bid. The tender must upload proof of EMD with tender documents. Non-adherence will render the bid/tender submitted by tenderer/bidder will be summarily rejected. However, public sector 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 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 ie. EMD must be delivered to the Assistant Commissioner (Admn) at the office address “The Assistant Commissioner(ADMN), GST & Central Audit Commissionerate, Ist Floor, Central Revenue Building, Plot No 19 Sector 17-C, Chandigarh” **“on or before 13.04.2018.** Bidders will be treated as non-responsive and 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 or Power of Attorney holder, who has downloaded the tender from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in> 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 CPPP website <https://eprocare.gov.in> regularly till closing date of submission of tender for any corrigendum /addendum/amendment.

## **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-II. All the pages of tender document and document submitted must be signed, stamped and then upload the same with proof of EMD.**
- (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. Rent @ Rs/SqFt/Month(exclusive of GST but inclusive of all other taxes) will be sole criteria for lowest bidder.**
- (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/proof of ownership.
  - (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.

- (x) Signed and scanned copy of location map & building map.
- (xi) Photographs showing exterior as well as interior
- (xii) Completion certificate from concerned authority.
- (xiii) Various tax receipts-Property/MC tax/electricity bills etc.
- (xiv) Copy of IT returns for last 03 years.

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

**For Financial Bid:**

Price bid undertaking

- (a) Schedule of price bid in the form of BOQ\_XXXX.xls (Annexure-IV) to be uploaded on CPPP portal.

**4. Important Information**

- (i) The bids will be opened in the office of the Commissioner, GST & Central Excise Audit Commissionerate, Chandigarh, 1<sup>st</sup> floor, C. R. Building, Plot No. 19, Sector 17-C, Chandigarh-160 017. as mentioned in the Critical Date Schedule 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.
  - (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.
5. Following annexures form part of this tender:

- (i) **Annexure-I** - General Terms & Conditions
- (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

  
ASSISTANT COMMISSIONER (ADMN)  
GST & CENTRAL EXCISE, AUDIT COMMISSIONERATE,  
CHANDIGARH

TERMS & CONDITIONS FOR THE TENDER

1. 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.
  - vi. There should be provision of service water system alongwith sufficient water for toilets, wash-basins, house-keeping, other cleaning purposes, etc. The premises must have separate toilet/washroom for ladies/Gents.
  - vii. 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.
  - viii. 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.
  - ix. The premises should have sufficient parking space for four wheelers/two wheelers. Earmarked parking exclusively for the hirer would be desirable.
  - x. 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, fire fighting system and such other office amenities and fixtures should be made operational before the possession of the building is taken.
  - xi. All internal and external walls should be painted with good quality paint before handing over the possession to the department.
  - xii. 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.
  - xiii. 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.
  - xiv. 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.
  - xv. 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.
  - xvi. The office premises should be legally free from all encumbrances.
2. The offer should be valid for a **minimum period of six months** from the date of

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opening of the tender.

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 assessing the Technical Bids.
5. 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 (FRC). The negotiation of the final rent with the selected bidder will be done by the department after receipt of the FRC from the CPWD.
6. Selected party shall be required to sign a Standard Lease Agreement (SLA) (as per format enclosed **Annexure- VIII**) with the department. The agreement shall be signed for a period of 3 (Three) 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. The original copy of the lease document shall be retained by the lessee.
7. Monthly rent quoted should be on lump-sum basis for the entire area (covered/built up area of main building, other permanent structure, covered/underground parking as well as open parking area, open space link garden, inner roads, etc.) for the entire agreement period of 3 (Three) 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.
8. 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.
9. 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.
10. The premises should be capable of being handed over for possession to the Department within one 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.
11. The security of the building and running of lifts with requisite manpower for




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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.

12. 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 the terms and conditions at any time during the tendering process.

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

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

  
ASSISTANT COMMISSIONER (ADMN)  
GST & CENTRAL EXCISE, AUDIT COMMISSIONERATE,  
CHANDIGARH

**TECHNICAL BID (Tender Data sheet) For LOCATION AT**  
**(SHIMLA/BADDI)**

With reference to your advertisement in the CPPP portal published on ....., I/ We offer the premises below for the office of Assistant Commissioner (P&V), GST Audit Commissionerate, Chandigarh, 1st floor, C. R. Building, Plot No. 19, Sector 17-C, Chandigarh-160 017 as per details below:-

<b>Sr. No.</b>	<b>GENERAL INFORMATION</b>	
<b>1.</b>	i. Name of person submitting the bid (the bidder) ii. Permanent Account Number (PAN) iii. Whether assessed to tax and if so, particulars thereof.	
<b>2.</b>	Status of the bidder (Individual/Partnership Firm/ Company/Society /Any other (specify)	
<b>3.</b>	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.	
<b>4.</b>	Status of the owner (Individual/Partnership Firm/ Company/Society/Any other (specify)	
<b>5.</b>	Whether the bidder is himself the owner of property offered on rent or Power of Attorney/Duly Authorised signatory of owner (Specify clearly)	
<b>6.</b>	<b>Contact details of the bidder</b>	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. including Mobile Numbers	
6.4	Fax No.	
6.5	Email	
<b>7</b>	<b>Contact details of the owner (if different from bidder)</b>	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. including Mobile Numbers	
7.4	Fax Nos.	
7.5	Emails	
<b>8</b>	<b>Details of Property Offered</b>	
8.1	Location and address of the building	
8.2	Is property having office use	
8.3	Whether the space offered for hire 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 are with the boundary of property offered on rent) (in Sq. Ft.)	
8.5	Total carpet area on each floor offered for rent (in Sq. Ft.)	
8.6	Total carpet area (Total for all floors offered excluding	

	underground / covered parking areas) (In Sq. Ft.)	
8.7	Open area (open parking space, inner roads, garden etc.)	
8.8	Covered parking area (garages, underground parking etc., if any)	
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	Details regarding natural light and ventilation of building	
8.13	Available parking space 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	
8.14	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any.	
8.15	Details of lifts- their capacity and number	
8.16	Details of available fire safety and security measures	
8.17	Whether suitable power supply for commercial operation is available?	
8.18	Details of the power back up, whether available or not?	
8.19	Whether plans are approved by the local authorities	
8.20	Whether occupation certificate has been obtained.	
8.21	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.	
8.22	Whether the building is air-conditioned- fully or partly?	
8.23	Maximum time required for completing required internal wall partitions and other finishing works as per user requirements	
<b>9</b>	<b>Further general details relating to the building/location</b>	
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 associates with the building or surrounding which may be harmful for human occupation.	
9.8	Whether all Govt. dues including property tax, electricity, telephone, water bills etc. if any, have been duly paid up to date.	
10	<b>Signage-</b> The department requires 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.	
12	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-
  - 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.

**DECLARATION**

1. I have gone through the **General Terms and Conditions** (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 of owners in full and block letters

**FINANCIAL BID UNDERTAKING (To be submitted with tender)**

(a) Financial bid undertaking

(b) Schedule of financial bid in the form of BOQ\_Officepremises.xls/ or in PDF format.

**(a) FINANCIAL BID UNDERTAKING**

From: (Full name and address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_

To

The Assistant Commissioner (P&V),  
GST Audit Commissionerate, Chandigarh,  
1st floor, C. R. Building, Plot No. 19,  
Sector 17-C, Chandigarh-160 017  
Dear Sir,

I submit the Financial Bid in respect of your tender published on the CPPP portal on .....(Dated) for taking on rent for your office premises in the \_\_\_\_\_ (Shimla or Baddi) 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 (BoQ) inclusive of all applicable taxes except GST.

Yours faithfully,

Signature and name  
Authorized Representative

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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

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

**ANNEXURE-VI**

**TENDER ACCEPTANCE LETTER**

Date:

To

The Assistant Commissioner (ADMN),  
GST & Central Excise Audit Commissionerate,  
1st floor, C. R. Building, Plot No. 19,  
Sector 17-C, Chandigarh-160 017

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: \_\_\_\_\_**  
**Name of Tender / Work ( Specify place Shimla or Baddi):**

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. General Terms and Conditions (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 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 file name. 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.

**Annexure -VIII**

Sample subject to suitable modifications as per terms & conditions of the Tender Document.

**LEASE AGREEMENT/SLA FORMAT**

AN AGRREMENT MADE ..... DAY ..... OF ..... TWO THOUSAND SEVENTEEN 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 covenants 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 seventeen and shall, subject to the terms hereof, continue for a term of ..... year(s) with an option to extend the period of lease for a further term as set out in clause 14 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs..... per month, which also includes a sum of Rs..... towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of 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 II 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.

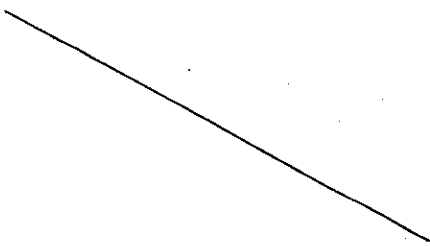
11. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes, not within the control of the Government of India or acts of any 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 there under shall be applicable to such arbitration proceedings which shall be held at..... The arbitration proceedings shall be conducted in Hindi/English/\*. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be 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.
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**THE SCHEDULE 'A' REFERRED TO ABOVE**

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

**THE SCHEDULE 'B' REFERRED TO ABOVE**

Details of fixtures and fittings

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

(Signature)

For and on behalf of the President of India

In the presence of

Witness 1. ....  
2. ....

and by the Lessor in presence of

Signature)

Name and address of the Lessor

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