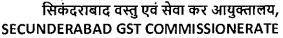


# केन्द्रीय कर के उप आयुक्त का कार्यालय OFFICE OF THE DEPUTY /ASST. COMMISSIONER

उप्पल वस्त एवं सेवा कर मण्डल, UPPAL GST DIVISION





Email: cgst.upldiv@gov.in C.No.I/11/01/2018- Admn-PF I Phone: 040-27120533

Dt. 04.03.2020.

#### E-TENDER NOTICE NO. 01/2019-20

#### NOTICE INVITING E-TENDER FOR HIRING OF OFFICE PREMISES AT **HYDERABAD ON RENT FOR AN INITIAL PERIOD OF THREE YEARS**

- Online e-tenders are invited for and on behalf of the President of India by the Deputy Commissioner, Uppal GST Division, Secunderabad Commissionerate, Hyderabad for hiring an office building for Office of the Deputy/Asst.Commissioner of Central Tax, Uppal GST Division along with Four Range Offices of Uppal Division at UPPAL, RAMANTHAPUR, NACHARAM, KAPRA MUNICIPAL CORPORATION AREAS, Hyderabad on monthly rent basis of carpet area of about 1022 Sq. Mtrs initially for a period of three years extendable by mutual consent for any further period.
- 2. The tender documents will be available on official website https://e-procure .gov.in/cppp/and departmental website www.cbec.gov.in from o6.03.2020 and the bid forms and other details can be obtained from there.
- CPPP website: 3. **Bid** Submission: Bids shall be submitted online at https://eprocure.gov.in/eprocure/app. they shall be submitted in two parts viz. technical bid and financial bid. The offers submitted by Post/Courier/ Telegram/Fax/email etc. shall not be entertained.

4. The critical dates for the tender submission and processing are as under:

1	Tender Publishing Date & Time	o6 .03.2020 at 16:00 Hrs.
2	Bid Submission Start Date & Time	06.03.2020 at 1 <b>8</b> :00 Hrs.
3	Clarification Start Date	06.03.2020 at 10:00 Hrs.
4	Clarification End Date	20.03.2020 at 15:00 Hrs.
5	Bid Submission Closing Date & Time	23.03.2020 at 15:00 Hrs.
6	Technical Bid Opening Date & Time	24.03.2020 at 11.30 Hrs.
7	Financial/Price Bid Opening Date & Time	27.03.2020 at 03:00 Hrs.

- 5. Name and Address for Communication and seeking clarification: Shri K. Yugandhar, Superintenent, Uppal GST Division, Navya Estates, Moula Ali, Hyderabad. Contact Cell No.9603551007.
- **CPPP** visit website 6. Interested bidders are advised to https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment.
- 7. 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.

खुश्बू रात्रे/KHUSHBOO RATR उप आयुक्त/ Deputy Commissioner उप्पल मण्डल/UPPAL GST DIVISION

#### **ANNEXURE-I**

#### 1. Bid Submission:

- (i) Where to submit: Bid shall be submitted online at CPPP website: <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>. Tenderers are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the "Annexure-VII" for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (ii) **How many Bids:** Not more than one tender shall be submitted by one tenderer. However, in case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bid(s) containing technical bid, financial bid in respect of each of such premises.
- (iii) **No change in the bid document**:-Interested persons who are legal owner of the property or Power of Attorney holder, who has downloaded the tender from the CBEC website <a href="www.cbec.gov.in">www.cbec.gov.in</a> and Central Public Procurement Portal (CPPP) <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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.
- (iv) **Corrigendum / addendum/ amendment to Bid:** Intending tenderers are advised to visit CBIC website <a href="https://eprocure.gov.in/eprocure/app">www.cbic.gov.in</a> and CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment in the tender document.

## 2. Process and manner of submission

- (i) The tender are to be submitted only **ONLINE** in two parts viz:-
- (a) "Technical Bid" which should contain technical parameters like address of the building, carpet area, built up area, year of construction, design of the premises, availability of parking space and other requirements like Fire / Safety and other relevant permissions as given in the General Terms and Conditions (Annexure-I) and Terms and Conditions for the Tender (Annexure-II) in the format as per Annexure-III. Copies of the same should be uploaded.
- (b) "Financial Bid" which should indicate the rent proposed to be charged and other financial terms and conditions in the format as per Annexure-IV.
- (ii) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- (iii) **No bid by post etc.:-** The offers submitted by telegram/fax/email/post/courier etc. shall not be considered. No correspondence will be entertained in this matter.

## 3. Other details: For Technical Bid

- The following documents are to be uploaded along with the "Technical Bid":
- (i) Signed and scanned copy of PAN No., GST No. If registered.
- Signed and scanned copy of **'Letter of Authorization** 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.
- (iii) Signed and scanned copy of **Undertaking** (Annexure-V).
- (iv) Signed and scanned copy of **Tender Acceptance Letter** (Annexure-VI).
- (v) Signed and scanned copy of "Title Deed" showing the ownership of the premises with the bidder.
- (vi) 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.
- (vii) Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
- (viii) Signed and scanned copy of the "Layout Plan" of the premises with exact measurement of the carpet area.
- (ix) Signed and scanned copies of the "Safety measure certificates" of the premises
  - The bidder should not indicate the rent details in the 'Technical Bid'.

### For Financial Bid:

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

#### Important Information

- (i) The bids will be opened in the office of the Deputy Commissioner mentioned above on the scheduled date and time. No further communication shall be made separately regarding dates of opening of Technical & Financial Bids unless there is any change in date or time of opening of bids.
- (ii) After evaluation of the technical bids, bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, an e-mail confirmation will be sent to the successful bidders which can be checked by the bidders on the portal. The financial bids of the successful bidders (found to be qualified in the technical bid) will be decrypted and opened online on the schedule date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.
- (iii) The hard copy of the original instrument in respect of the original copy of undertaking/affidavits, self-attested copies of the certificates and other documents must be delivered to the this office on or before bid opening date/time, as mentioned in the critical date sheet. After opening of the Technical Bid, the original documents as per the requirement of e-tender document will be verified by the department. The department reserves the right to seek any document in original related to the premises offered for hire for the purpose of verification at any stage of the tender process.
- (iv) After awarding a contract, the contractor should furnish performance security deposit amount of Rs. 1,00,000/- (Rupees One lakh only) in favour of The C.A.O, Secunderabad GST Commissionerate, Hyderabad on behalf of The President, Govt. of India in the form of Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank.
- (v) If at any time it is noticed that any information uploaded by the bidder is incorrect or wanting, the bid is liable to be rejected. The department shall not be responsible for any legal consequences arising from such rejection of the bid.
- 5. Following annexure 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

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#### **ANNEXURE-II**

- 1. Online e-tenders are invited for and on behalf of the President of India by the Deputy Commissioner, Uppal GST Division, Secunderabad Commissionerate, Hyderabad for hiring an office building at **Hyderabad** on monthly rent basis having total carpet area of approx **1022 Sq.Mtrs (11000 Sq Ft) initially for a period of three years.** The bids are invited in a two-bid system (Technical and Financial). Only persons having the legal rights for leasing out the premises on rent can send their bids.
- 2. The premises having the following amenities and facilities will be preferred for consideration and will be given due weightage in evaluation of Technical Bid:
  - i. Occupancy/completion certificate.
  - ii. Fire Safety Certificate issued by Fire Department.
  - iii. Building should be complete and suitable for use as office and well furnished with cabins and cubicles / work stations ready to be occupied. If not, the bidder would be required to make partitions/ alterations to the premises as required by the department for seating of its officers and staff as also in case the ones provided already are not found suitable.
  - iv. The building should be well connected by public transport and should have wide approach road.
  - v. There should be covered parking space available for about 15 Cars and 30 Two wheelers, for each 10,000 sq.ft. (931 sq. mtrs) of the carpet area.
  - vi. There should be adequate natural lighting in the campus/compound. There should be adequate cross-ventilation in the building. In case the building is designed for natural ventilation and is not airy, it should be air conditioned.
  - vii. There should be provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc.
  - 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. All building services such as lifts (if it is 2nd floor and/or above), power supply, Air conditioning, Local Area Network, plumbing, sewerage system, telephone and intercom connectivity, firefighting system and such other office amenities and fixtures should be made operational before the possession of the building is taken.
  - x. All internal and external walls should be painted with good quality paint before handing over the possession to the department.
  - xi. The building should have provisions as required under the Rights of Persons with Disabilities Act, 2016 for creating barrier free environment for persons with disabilities.
  - xii. Surroundings of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around the building and other related factors would be important criteria for qualifying in the Technical Bid.
  - xiii. The required carpet area should preferably be in a single independent building and in case of building with multiple floors the ones offered should preferably be contiguous.

- xiv. In case the area offered is in a big common building, the bidder may have to provide an exclusive entrance and exit for the use by the department.
- xv. The office premises should be legally free from all encumbrances.
- xvi. The floor of the building should be laid with full body double charged vitrified tiles measuring 2x2 feet.
- xvii. The following rooms roughly measuring as per details below would have to be provided:
  - a. AC/DC- 18 sq. mtr. (approx.)-1
  - b. Superintendent/ A.O.- 14.5 sq. mtr. (approx.) each-11
  - e. Common Area for inspector and Other Staff- 11 sq. mtr. each (approx.)- 13
  - d. Entrance Hall- 66 sq. mtr. (approx.)-1
  - e. Public Relation Unit (Seva Kendra) 22 sq. mtr. (approx.)-1
  - f. Conference Hall- 22 sq. mtr. (approx.)-1
  - g. Computer Room for installing Printer, Inverter, Router, Switches- 77 sq. mtr.(approx.)-1
  - h. Waiting Lounge on each floor- 11 sq. mtr. each (approx.).
  - i. Store for forms & stationery- 60.5 sq. mtr. each (approx.)-1
  - j. Recreation room- 22 sq. mtr. (approx.)-1
  - k. Library- 11 sq. mtr. (approx.)-1
  - I. Canteen-55 sq. mtr. (approx.)-1
  - m. Guest Room- 66 sq. mtr. (approx.)-1
  - n. Internal Audit Party Room- 55 sq. mtr. (approx.)-1
  - o. Record Room- Balance Area-1
  - p. Rest rooms (separate for Gents and Ladies)- one on each floor.

#### Note.

- a. The total carpet area should not exceed **1022 Sq.Mtrs** may be reduced in consultation with the Deptt.
- b. Rest Rooms for Gents and ladies have to be provided separately on each floor.
- c. Entrance Hall & Waiting Lounge can be clubbed as per the plan of the building.
- d. The bidder shall submit a provisional design as mentioned above. The width of the corridors should be approx. 6 ft. (approx. 183 cm.). All the other amenities and provisions should conform to the National Building Code of India.
- 3. Offer should be valid for a minimum period of six months from date of opening of tender.
- **3(a)** The terms carpet area/ plinth area and super built up area are defined as below for ease of understanding:

- (i) Carpet Area- If refers to the total usable area within the four walls of a building. In other words it refers to the area for which carpet can be laid if required by the owner.
- (ii) Plinth Area- It refers to the entire carpet area along with thickness of the internal & external walls and columns.
- (iii) Super Built up Area- It refers to the plinth area of a building/ apartment as added by balconies and other common area such as corridors, staircase, lift room, motor room and other circulation areas etc.
- 4. The technical bids shall be opened in the first instance. Before accepting Technical Bid, all the documents and building would be inspected by the department. The physical inspection of the premises will also be carried out to verify whether the premises comply with the terms and conditions as specified in the tender documents and to assess the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities.
- 5. The opening of financial bids shall be done at a later date. The financial bids of only those bidders will be opened which are short-listed after assessing the technical bids.
- **6.** If a Firm quotes NIL charges/ consideration, the bid shall be considered as unresponsive and will not be considered.
- Finalization of rent is subject to certification by CPWD / Hiring Committee and final approval / sanction by the Government of India, if required. The assessment of reasonable rent is done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate. The negotiation of the final rent with the selected bidder will be done by the department after receipt of the Fair Rent Certificate from the CPWD.
- 8. Selected party shall be required to sign a Standard Lease Agreement (as per format enclosed **Annexure- VIII)** with the department. The agreement shall be signed for a period of 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.
- 9. Monthly rent quoted should be on lump-sum basis for the carpet area offered (including area of main building, other permanent structure, covered/underground parking as well as open parking area, open space link garden, inner roads etc. forming part of the premises) for the entire agreement period of 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 Leaser at their own expenses.
- 10. The monthly rent will run from the date of the possession of the premises by the Department. Advance payment of rent shall ordinarily not be made unless specifically agreed in writing. All existing and future rates, taxes including property taxes, assessment charges and other outgoing of any description in respect of the said premises (except GST) shall be borne by the owner/bidder.

- The cost of repair and maintenance of civil, electrical, plumbing, air conditioning plant or equipment's, power back up (generator set), lifts and common areas etc. will be the responsibility of the owner / bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the department. The Department shall pay charges towards electric power, light and water used on the said premises on actual consumption basis.
- 12. The premises should be capable of being handed over for possession to the Department within three month of the acceptance of the offer by the department excluding a reasonable time required to carry out any changes or modification as per the directions of the department or as per plan of room in para 2 (xvii) above.
- 13. The security of the building and running of lifts with requisite manpower for operation on 24\*7 basis shall be the responsibility of the owner/bidder. The bidder should make sure that the lifts work smoothly during the period of contract. The cost of development of external security for building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the department. The internal security of the premises will be taken care of by the department.
- 14. The participation in the tender process does not entail any commitment from the department and it reserves right to reject any/all offers including that of the lowest bidder, without assigning any reasons. The department also reserves the right to amend/modify/alter any or all of the terms and conditions /dates of the tender at any time before the tendering process is finalized.
- 15. Only one proposal for one premise will be entertained. Conditional offers shall not be acceptable and liable to be rejected straightaway.
- 16. In case of any legal dispute arising out of this tender/ contract, the jurisdiction shall be the Courts at Hyderabad only.

खुश्बू रात्रे/KHUSHBOO RATRE उप आयुक्त/ Deputy Commissioner उप्पल मण्डल/UPPAL GST DIVISION

# TECHNICAL BID (Qualifying Bid Document)

With reference to your advertisement in the CPPP portal published on .. , I/ We offer the premises below for the office of the Deputy Commissioner, Central Tax and Customs, Uppal GST Division, Hyderabad as per details below:-

Sr.	GENERAL INFORMATION			
No.				
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			
2.	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	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 (if different from			
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	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.)			

9

	day and parking	
.8	Covered parking area (garages, underground parking	
ء ا	etc if any)	
3.9	Distance of property from the railway station	
30	Distance of property from Bus Stop	
	width of road on which the property is located	
L	pote ile regarding natural light and ventulation of building	<del></del>
	Available parking space for Car/Venicles, Public parking	
}	places on road or any other nearby public area will not	
	be counted for this nurnose. Details of	
	covered/underground parking space and open parking	
	chaco may be indicated separately	
2 3 4	Dotails of the toilet facilities available on each 11001 (give)	
). 1 <del>4</del>	details of common toilet facilities as well as attached	
	toilet facilities, if any.	
2.4.5	Details of lifts- their capacity and number	
3.15	Details of available fire safety and security measures	
8.16	Whether suitable power supply for commercial operation	
8.17	is available?	
	Details of the power back up, whether available or not?	
8.18	Whether plans are approved by the local authorities	
8.19	Whether occupation certificate has been obtained.	
8.20	Clearance/ NOC of all the relevant Central/ State/	
8.21	Municipal Authority and Fire Department for use as	
	office/ commercial premises conforming to the municipal	
	laws obtained or not.	
	Whether the building is air-conditioned- fully or partly?	
8.23	internal wall partitions and other finishing works as per	
	Internal Wall partitions and other ministry	
	user requirements  Further general details relating to the	
9	Further general details relating to the	
	building/location Whether the proposed property/building is free from all	
9.1	encumbrances, claims, litigations etc. If not, give details	1
 	of the nature and status of the encumbrances, claims,	
i		
	Whether it is an independent building for exclusive use	
9.2	by the department without sharing with any others	
ļ	user? If not, give details of tenants. The bidder may be	
	required to furnish copy of lease agreement with other	
	tenants, if called for.	
	Whether the proposed building/property is physically	
9.3	vacant and available for occupation	<u> </u>
-		
9.4	Year of construction  Specify whether the building was given on lease/hire or	
9.5	Specify whether the building was given on lease, including date of occupied earlier? If yes, furnish details including date of	
1	occupied earlier? If yes, furnish details meldaning date	
1	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,	
1	electricity, telephone, water bills etc. if any, have been	
	duly paid up to date.	
10	Signage- 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 facade would also be to installed.	
11	Details of bid security (EMD) of Rs.25,000/-	

#### 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.

## 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:	
Trace Signature.	Name: Designation:
Date:	

\*Names in full and block letters

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.
- Signed and scanned copy of 'Letter of Authorisation from the owner to submit Bids', if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
- (iv) Signed and scanned copy of **Undertaking** (Annexure-V).
- (v) Signed and scanned copy of **Tender Acceptance Letter** (Annexure-VI).
- (vi) Signed and scanned copy of "Title Deed" showing the ownership of the premises with the bidder.
- (vii) Signed and scanned copy of an 'Affidavit' from owner(s) /Power of Attorney holder that the premises offered are free from litigation / liability / pending dues and taxes.
- (viii) Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
- (ix) Signed and scanned copy of the "Layout Plan" of the premises with exact measurement of the carpet area.
- (x) Signed and scanned copies of the **"Safety measure certificates"** of the premises.

#### FINANCIAL BID DOCUMENT

- (a) Financial bid undertaking
- (b) Schedule of financial bid in the form of BOQ\_Officepremises.xls

#### (a) FINANCIALBID UNDERTAKING

From: (Full name and address of the Bidder)

To

The Deputy Commissioner of GST, Uppal GST Division, 2<sup>nd</sup> Floor, Navya Estates, Moula Ali Hyderabad -500040.

Dear Sir/Madam,

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 Hyderabad as envisaged in the Bid document.

- 2. I have thoroughly read and understood all the terms and conditions (including those in Annexure- I, II and III) as contained in the Bid documents, and agree to abide by them
- 3. I offer to work at the rates as indicated in the Financial Bid (Annexure IV) inclusive of all applicable taxes except GST.

Yours faithfully,

Signature and name Authorized Representative

# (b) Schedule of Financial Bid in the form of BOQ\_Officepremises.xls

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

Sr. No.	Building Description	Total Carpet Area (in Sq. mtr.)	Rate per Sq. mtr./Sq.Ft. of carpet area per month (in Rs.)	Total Amount (in Rs.)
1	Hiring of premises for Office of the Deputy Commissioner, Central Tax, Uppal GST Division along with four Ranges.	1022 Sq. mtr. (11000 Sq. ft) [+or-15%]		

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

Yours faithfully,

Signature and name Authorized Representative

### **ANNEXURE V**

# UNDERTAKING BY THE BIDDER

not be Body. 2.	en blacklisted by any Govt. Departr I,	or/Partner/Director/authorized Signatory
of M/s	***************************************	am competent to sign this declaration
and ex 3. and ur 4. and co furnish tender 5. any st	recute this tender document.  I have carefully read and understondertake to abide by them.  The information / documents furnisorrect to the best of my knowledge and any false information / fabrication stage besides liabilities towards.	ned along with the above application are true and belief. I/We are well aware of the fact that ated document would lead to rejection of my rds prosecution under appropriate law. deviation is found in the above statement at be blacklisted and shall not have any dealing
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 Deputy Commissioner of GST, Uppal GST Division, 2<sup>nd</sup> Floor, Navya Estates, Moula Ali Hyderabad -500040.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: Name of Tender / Work:

Dear Sir/Madam,

- 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.
- I / We hereby certify that I / we have read all the entire terms and conditions of the tender document given in:-
- Notice Inviting Tender, i.
- Instructions to bidders (Annexure-I), ii.
- Terms and Conditions for the Tender (Annexure-II), iii.
- Technical Bid (Annexure- III), iv.
- Financial Bid (Annexure- IV), v.
- Undertaking by the bidder (Annexure-V), vi.
- Instructions for online bid submission (Annexure-VII), and vii.
- Format of Standard Lease Agreement (Annexure-VIII) viii.

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

- The corrigendum(s) issued from time to time by the department/ organisations too have also been taken into consideration, while submitting this acceptance letter.
- I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) 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) 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.
- 4) 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.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public

keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

#### LEASE AGREEMENT

AN	AGREEMENT	MADE	*******	DAY	OF
	THI	s	two thousand one	hundred and	
betv	veen				• • • • • • • • • • • • • • • • • • • •

hereinafter called 'The Leaser' (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 Leaser 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 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 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.
- 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.
- All existing and future rates, taxes including property tax, assessment charges 7. 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 Leaser. The Leaser, 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 Leasers, 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 Leaser to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Leaser, 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 Leaser 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 Leaser 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 Leaser 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 Leaser and the cost thereof may, without prejudice to any other mode of recovery, be deducted from the rent payable to the Leaser.
- 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.

- 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 Leaser shall make no claim in respect thereof.
- 13. The Leaser 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 Leaser 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 Leaser will renew the lease for a period mutually agreed upon between the Govt. of India and the Leaser, 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 Leaser 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 **Leaser through** the post by registered letter addressed to the on behalf of the Government of India, and any notice to be given to the Leaser shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Leaser at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of Post.
- 17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi.

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

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