

OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX, GST DELHI-
NORTH, C.R. BUILDING, I.P. ESTATE, NEW DELHI-110109

TENDER/OFFER DOCUMENT

Hiring of Office Accommodation

**OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX, GST DELHI-
NORTH, C.R. BUILDING, I.P. ESTATE, NEW DELHI-110109**

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**OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX, GST DELHI-
NORTH, C.R. BUILDING, I.P. ESTATE, NEW DELHI-110109**

**TENDER /OFFER DOCUMENT
(TERMS & CONDITIONS)**

To

All the intending Parties

.....

.....

**Sub: Tender for hiring of office premises for the Divisions' Office, CENTRAL TAX,
GST DELHI- NORTH COMMISSIONERATE –reg.**

Dear Sirs/Madams,

The Office of the Principal Commissioner, CENTRAL TAX, GST DELHI- NORTH intends to hire office space at the locations mentioned in the table below:-

SR. NO.	PLACE	SPACE REQUIRED	NODAL OFFICER	ADDRESS/ TEL NO. OF NODAL OFFICER
1.	New Delhi (Preferably Rajender Nagar, Karol Bagh, Pusa Road etc.)	5000 sq ft	Deputy Commissioner, CGST, Delhi-North	Shri Surender Malik, Deputy Commissioner, Estate Branch, CGST, Delhi-North, Room No. 130 1st Floor, C.R. Building, I.P. Estate, New Delhi-110109

The hiring of office space will be for 3 (three years) initially which may be renewed from time to time, if required by the office of the Principal Commissioner, CENTRAL TAX, GST DELHI-NORTH.

1. The premises having following amenities/facilities and features and meeting the following conditions will be preferred for consideration and will gain weightage:-

- (i) Occupancy/completion certificate (copy to be submitted online)
- (ii) Fire safety Certificate issued by Fire Department (copy to be submitted online)
- (iii) Consent of Delhi Pollution Control Committee as per provisions of the Environment (Protection) Act, 1986, if applicable. (Copy to be submitted online, if applicable)

- (iv) The tender will be acceptable only from original owner of the building or having valid power of attorney. The space offered should be free from all encumbrances/claims and disputes /any liability and litigation with respect to its ownership, lease / renting and pending payments against the offered space. A certificate in this regard may be obtained from an Advocate or CA. (Copy to be submitted online). Offers received from Government Bodies / Public Sector Undertakings / State Housing Boards etc. would be given preference.
- (v) The kind of “Mortgage” of the property, if any, should be clearly reflected in your tender/offer documents. Copies of documents certifying title of the property should be submitted online
- (vi) The building offered should be complete and suitable for use as office. The particulars of amenities provided/proposed to be provided inside the property / building complex should be clearly furnished in the Technical Bid.
- (vii) The space offered should be ready to be occupied. The office premises should be well connected by public transport and should have wide approach road. Finalization of rent, based on location and other amenities provided, is subject to certification by CPWD/ hiring Committee and final approval/ sanction by the Government of India as per the rules framed in this regard. Surrounding of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around building and other related factors will be important criteria for Technical Bid qualification.
- (viii) There should be adequate natural lighting in the campus/compound.
- (ix) There should be provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc.
- (x) There should be adequate cross-ventilation.
- (xi) The building should have adequate fire safety measures and security measures as per legal requirement.
- (xii) The building should meet all other safety norms like earthquake and flood resistance etc. required under the law. The property should be insured against all types of damages during the entire period of contract.
- (xiii) The carpet area should preferably be in a single independent building with multiple floors, if required.
- (xiv) The premises should have suitable power supply for a large office with uninterrupted power supply for essential services and common area lighting.
- (xv) All required electrical fittings and equipment should be installed and functional at the time of submission of offer.
- (xvi) There should be adequate open space for generators and provision for connecting them to the power supply lines.
- (xvii) The premises preferably should have parking space for one car per 700 Sq. Ft. of rented carpet area. Earmarked parking exclusively for the hirer will be desirable.
- (xviii) All Building services such as Lifts, Power supply, Air conditioning , Local Area Network, Plumbing, Toilets, Sewerage System, Telephone Connectively should be fully operational at the time of submission of the offer by the Landlord.
- (xix) All internal and external walls should be painted with good quality paint at the time of handing over the premises of the Commissionerate.
- (xx) There should be provision of ceramic tiles/marble flooring in general areas and wooden

flooring/vitrified tiles in the cabins of senior officers.

(xxi) There should be green area in the ground floor and potted plants in the covered/ stairs of common area.

2. The Tenders are invited in two bid tender system i.e. “Technical Bid” and “Financial Bid”. Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted. **The online bids should be submitted by 20.10.2017 upto 04.00 PM. Technical bids will be opened by the Hiring Committee at 11:30 AM on 23.10.2017** in the presence of all such bidders or representatives who wish to be present. **Last date for seeking any clarifications regarding the tender from the Nodal Officer shall be 11.10.2017.** The Technical and Financial bid proforma have been placed as Annexure-‘A’ and ‘B’ respectively to this tender document.

3. Following documents are essential and must be submitted as part of Technical Bid:-

- (a) Offer Letter (duly signed and stamped)
- (b) This Tender/Offer document (duly signed and stamped on each page) in token acceptance of Terms & Conditions mentioned therein.
- (c) Technical Bid in Annexure ‘A’ document (duly signed and stamped on each page)
- (d) Certified copies of approved drawings from Delhi Municipal Authorities or any other competent authority.
- (e) Certified copy of Land Deed, Municipal receipts, and approved plan of building
- (f) Copy of document evidencing ownership of building
- (g) Other documents as detailed in the Technical Bid i.e. Annexure-‘A’ document (duly signed and stamped on each page)

Originals of these documents / certificates shall be produced at the time of execution of Lease Agreement.

Tender applications/documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected.

4. The bidder is required to enter into Lease Agreement in the prescribed format approved by the Central Government (SLA). A draft copy of the Standard Lease Agreement (SLA) is placed at Annexure ‘D’.

5. The procedure for submitting Bids, is mentioned below:-

- 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 (Earnest Money Deposit), if any, as per the instructions

specified in the tender document. The original should be posted/couriered/given in person to the concerned official, 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.

6) The server time (which is displayed on the bidders' 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 openers 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 (ie 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.

IMPORTANT NOTE

- (i) The bidder should refrain from indicating the rents and other financial details in the technical bid and if they do so, the bid will be rejected
- (ii) Any deviation from the above procedure shall lead to rejection of bid document ab initio.

6. The financial bids of those who qualify on evaluation of Technical Bids by the Hiring Committee would be opened later, the date of which will be intimated to the qualified bidders separately.

7. After opening the Technical bids and before opening of the Financial Bids physical inspection of the premises offered by the tendered bids, will be carried out to verify whether the offer complies with the technical specifications or otherwise.

8. In case the Technical bid is found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the property along with proof of identity of the owner before the financial bids are opened. Original documents shall be returned after decision is taken to open Financial Bids or otherwise.

9. The opening of financial bids shall be done at a later date. The financial bids of only those offers will be opened which are short listed after assessing the suitability of the accommodation, terms and condition offered and compliance to technical specifications, verification of their credentials and other liabilities. This will be done by the “**Hiring Committee**” constituted for the purpose. The shortlisted bidders will be notified about the date and timing of opening of financial bids, who may remain present for the same at the given address.
10. The rent proposed to be charged per square feet per month should be on the carpet area which should be inclusive of all services and taxes and duties to be paid to various authorities which should be indicated in the financial bid only.
11. Department will pay common maintenance charges towards maintaining common facilities viz. security, electricity, towards lift & lighting of common spaces, running of generator, air-conditioner etc. in proportion to the office covered area hired by the department. The said maintenance charges should be quoted separately, on a per square feet basis, in the financial bid only.
12. The premises offered should be in ready condition and the owner of the premises will have to hand over the possession of premises within fifteen days of acceptance of the offer by the Hiring Committee.
13. The offer should be valid for a minimum period of 6 (Six) months from the due date of opening of tender.
14. It should be noted that no negotiations will be carried out except with the lowest bidder and therefore, most competitive rates should be offered.
15. No security or advance rent will be given by the Commissionerate to the owner offering the premises. No brokerage will be paid.
16. Tenders received after the due date and time for whatever reason, shall not be entertained and the Commissionerate shall not be responsible for any loss or delay in delivery of tender documents.
17. The premises offered should have necessary construction approval/clearances from all Central/State Government/ Local Bodies and should be legally free from all encumbrances. (Copies of all such clearances should be submitted online along with the technical bid)
18. Finalization of rent based on location and quality of construction and age of the building is subject to certification by CPWD/Hiring Committee and final approval/sanction by Government of India as per rules framed in this regard.
19. Renewal of lease agreement is also subject to certification by CPWD/ Hiring Committee and final approval/ sanction by Government of India as per rules framed in this regard.
20. All the details and documents mentioned in the tender form must be submitted. A tender having incomplete details/documents are liable to be rejected. However, the Hiring Committee may

give an opportunity to the bidder to furnish the balance details/documents within the specified time. The Hiring Committee may also call for any additional details/documents from the bidder, if required. The bidder, before submitting the tender, should satisfy himself about correctness and authenticity of the details and documents submitted. Submission of wrong details/documents would render the tender form invalid.

21. Selected party shall be required to sign a Lease Agreement (Annexure 'D') with the designated authority of Principal Commissioner, CENTRAL TAX, GST DELHI- NORTH as a legal requirement. The agreement shall be signed initially for a period of 3 (three) years extendable for further period as per requirement. The original copy of the lease document shall be retained by the hirer. Monthly rent should be quoted on per square feet basis for the carpet area for the entire agreement period of 3 (three) years in the Financial Bid. Bidders may note that no increase in rental charges per month will be allowed during the initial 3(three) years of the agreement period. Maintenance charges, on a per square feet basis, for common areas and common services, may be indicated separately in the financial bid.

22. The monthly rent will start as and when possession of the building is taken over by the Commissionerate. The rent shall be paid as per the lease agreement.

23. All existing and future rates, taxes including property taxes, assessment charges and other outgoing of any description in respect of the said premises shall be borne by the owner/bidder/ lessor.

24. The Principal Commissioner, CENTRAL TAX, GST DELHI- NORTH shall pay all charges in respect of electric power, light and water used on the said premises during the lease period as per the prevailing rates. For electricity supply through generator set, a separate meter should be installed. In case electricity/water connection is to be shared with another occupant of the same premises, separate meters should be installed as to clearly distinguish electricity/water consumption of the lessee.

25. The cost of repair and maintenance of civil/electrical installation including Air Conditioning plant, power back up (generator sets), lifts and common areas etc. will be the responsibility of the bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the Commissionerate. The scope of maintenance, which shall be the responsibility of the property owner is enclosed as per Annexure-'C'.

26. The security of the building and running of lifts with requisite manpower for operation shall be the responsibility of the owner/bidder. The cost of deployment 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 Commissionerate. The bidder should make sure that the Lifts work smoothly during the period of contract. The bidder may quote a per sq feet rate of maintenance to be charged per month for maintenance of common areas like lobby, lifts etc and provision of common services. This rate of maintenance to be charged may be indicated separately in the financial bid.

27. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of the Principal Commissioner, CENTRAL TAX, GST DELHI- NORTH at the risk and the cost of the bidder. If the bidder fails to do so, Rs. 1000/- per complaint shall be

recovered from the monthly rental bill as compensation.

28. The Commissionerate at any time during the Lease Period/ extended Lease Period may make temporary alterations like partitions, office fixtures and fittings to suit the requirement.

29. Terms and conditions given in this Tender Documents are sacrosanct and shall be considered as an integral part of this offer/tender. In case of any conflict in terms and conditions of Tender Documents, the conditions stipulated in the Tender Documents shall take precedence.

30. The Commissionerate reserves the right to amend any/ all terms and conditions, as it deems necessary.

31. The assessment of reasonable rent will be done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate.

32. Participation in the tender process does not entail the bidders any commitment from the Commissionerate. The Commissionerate will not be liable for any damage/loss caused to the bidders during the tendering process and before signing of the contract. The Commissionerate reserves the right to reject any/all offers without assigning any reasons.

OFFER LETTER

To

The Nodal Officer,
**O/o the Deputy Commissioner (Estate),
CENTRAL TAX, GST DELHI- NORTH**

**Sub: Hiring of office premises for the Divisions' Office, Central Tax, GST,
Delhi-North Commissionerate - reg.**

Ref. No. _____ dated _____

Sir,

With reference to your Tender Notice calling for offers for hiring of office premises for the Divisions' Office, CENTRAL TAX, GST DELHI- NORTH COMMISSIONERATE. I/We hereby submit my/our offer as follows:-

(a) Technical Bid	Annexure- 'A'
(b) Financial Bid	Annexure- 'B'

2. I hereby undertake to abide by various terms and conditions contained in your letter F. No. _____ dated _____ calling for offers. (Copy duly signed, enclosed)

3. I also certify that the details furnished in the bids, various enclosures and other documents are true and correct

Yours sincerely,

Dated :

Signature and stamp of the
Owner/Bidder/ Authorized
Signatory with complete name,
Address, Contract No. (s).
Including Mobile No. (s). (also
Indicate the category in which
signing, whether on his own
behalf of as Power of
Attorney/Authorized signatory
of the owner)

Sub: Hiring of office premises for the Divisions' Office, Central Tax, GST Delhi-North Commissionerate- reg.

Ref. No. _____ dated _____

TECHNICAL BID

Attested photocopies / certified true copies of the following documents, apart from other required documents, are required to be annexed with the Technical Bid. Technical Bids received without these documents are liable to rejection without any reference to the party whatsoever. Originals of these documents / certificates shall be produced at the time of execution of Lease Agreement.

1. Title Deed' showing the ownership of the premises or copy of agreement with the landowner.
2. Certified copies of approved drawings from Delhi Municipal authorities or any other competent authority of the area offered for rent/hire, certified copy of Land Deed, Corporation tax receipts and copy of ownership of building.
3. Affidavit from owners and if tender is submitted by the power of Attorney Holder, an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation / liability / pending dues and taxes.

Sl. No.	Parameters	Details
1.	Full particulars of the legal owner of the premises: (i) Name: (ii)Address of office & Residence: (iii)Telephone No. / Mobile No. (iv)Tele Fax:	
2.	Full particulars of person(s) offering the premises on rent / lease and submitting	

	the tender.	
3.	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner).	
4.	(i) Complete Address and location of the building. (ii) Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise area) (Enclose Certified Sketch Plan also).	
5.	Total carpet area offered for purchase/rent/lease in sq. ft.	
6.	No. of car/two-wheeler parking space offered.	
7.	Particulars of completion certificate. Enclose attested / self - certified copy of completion certificate issued by Competent Authority.	
8.	Whether accommodation offered for rent is free from litigation including disputes in regard, to ownership, pending taxes / dues or like (enclose copy of Affidavit from owner or power of attorney holder).	
9.	No. of lifts / carrying capacity, provide details of model, make etc.	
10.	Number of Toilets - floor wise with details.	
11.	i. Whether running water, drinking and otherwise is useable, available round the clock. ii. Whether sanitary and water supply installations have been provided for?	
12.	Whether separate electricity and having sufficient installed electricity load and water connection?	
13.	Sanctioned electricity load	
14.	i. Whether electrical installation and fitting, power plugs, switches etc. provided for or not? ii. Number of workstations/computer terminals installed:	

	iii. Whether premises have been provided with air-conditioning / fans? iv. Details of power back-up facility	
15.	Details of Fire Safety Mechanism	
16.	Whether the premises are ready for occupation?	
17.	The period and time when the said accommodation could be made available for occupation (after the approval).	
18.	Specify the lease period (minimum three years) and rent increment expected.	
19.	Provisions for regular repairs, maintenance and special repairs	
20.	Whether the building is earthquake resistant? If so, please provide a certificate from the competent authority.	
21.	Any other salient aspect of the premises, which the party may like to mention.	

Signature of Legal Owner/

Power of Attorney Holder

List of enclosures:

- 1.
- 2.
- 3.

Enclosed documents wherever required.

I have gone through the various terms and conditions mentioned in the Tender Documents and I agree to abide by them. 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.

Yours faithfully,

Place:

`Signature:

Date:

Name:

Designation:

***Name of full and block letters**

**** Name in full and block letters.**

**Sub: Hiring of office premises for the Divisions’ Office, Central Tax, GST
Delhi-North, Commissionerate - reg.**

Ref. No. _____ dated _____

FINANCIAL BID

Sl. No.	Parameters	Rate per sq. ft. (Rs.)	Total (Rs.)
1.	Full particulars of the legal owner of the premises: (i) Name: (ii)Address of office & Residence: (iii)Telephone No. / Mobile No. (iv)Tele Fax:		
2.	Full particulars of person(s) offering the premises on rent / lease and submitting the tender.		
3.	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner).		
4.	(i) Complete Address and location of the building. (ii) Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise area) (Enclose Certified Sketch Plan also).		
5.	Rent for the carpet area as mentioned in Technical Bid. <i>(The rent will be subject to issue of Fair Rent Certificate by CPWD as per procedure laid down by the Govt. & it will be applicable for the leased period of three years. All corporation taxes, cess or any other tax</i>		

	<i>applicable are to be borne by the landlord. The electricity and water bills as per actual consumption to be borne by the Tenant)</i>		
6.	Rate of common area maintenance Per sq.ft on carpet area per month.		
8.	Any other conditions having financial implications relevant to the offer of the building. Give details, if applicable.		

Signature of Legal Owner/

Power of Attorney Holder

Yours sincerely,

Dated :

Signature and stamp of the Owner/Bidder/ Authorized Signatory with complete name, Address, Contract No. (s). Including Mobile No. (s). (also Indicate the category in which signing, whether on his own behalf of as Power of Attorney/Authorized signatory of the owner)

SCOPE OF MAINTENANCE

- Round the clock general security to the premises, access control and regulating visitor movement.
- Periodical maintenance of the building, which includes painting/ cleaning of the exteriors and all the common areas of the building and white wash of all the walls.
- Day to day housekeeping and maintenance of all common areas including pavement, lobbies, staircases, common toilets, landscape, common garden area and provisions of consumables for the same.
- Maintenance of all Elevators including payment of AMC.
- Lighting of common area and provisions of consumables for the same.
- Provision and marking of building directory.
- Maintenance of Water supply and sewerage system.
- Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.
- Provision of signage pertaining to common services.
- Maintenance and running of motors and water pumps installed at the premises.
- Maintenance and running of common DG sets, Air Conditioners and payment of their insurance and AMC.
- Regulating vehicle movement and parking within the premises.
- Maintenance of green area and potted plants.

STANDARD LEASE AGREEMENT

AN AGREEMENT MADE THIS
DAY.....OF..... Two Thousand and 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, hereditaments and premises known as together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called “THE SAID PREMISES”) more particularly described in SCHEDULE ‘A’
2. The lease shall commence/shall be deemed to have been commenced on the _____ day of Two thousand Seventeen and shall, subject to the terms hereof, continue for a term of ____ years with an option to extend the period of lease for a further term as set out in clause 14 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs..... per month, which also includes a sum of Rs..... towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of 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 nonresidential

accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.
5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.
6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.
7. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner there of, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt, of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is a portion of a building subject to payment of tax as one entity, the liability of the Govt, of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt, of India shall be as determined by the Central Public Works Department of 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 except 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 authorized to act and nominate arbitrator on behalf of the Government of India.
18. This lease agreement has been executed in duplicate. One counterpart of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE 'A' REFERRED TO ABOVE

All that the The..... floor of the building known as in the city of which building bear Municipal Noand..... 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:

- Witnesses: 1.
2.

And by the Lessor

(Signature)

Name and address of the Lessor

In the presence of:

- Witnesses: 1.

2.

In case the Lessor is a company/Firm or Society

Add.....

For and on behalf of..... , having authority to sign on behalf of the
Lessor..... vide resolution dated.....
Of.....

Portions which are not applicable may be scored off at the time of filling up of the Standard Lease Agreement (SLA) format.



OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX, GST DELHI-NORTH, C.R. BUILDING, I.P. ESTATE, NEW DELHI-110109

NOTICE INVITING TENDER FOR HIRING OF OFFICE PREMISES

Online bids are invited on two bid system for hiring suitable office buildings on rental basis with modern infrastructure as per the table below. Manual bids shall not be accepted.

S. No.	Place	Space required	Nodal officer	Name & address of nodal officer
1.	New Delhi (Preferably Rajender Nagar, Karol Bagh, Pusa Road etc)	5000 sq ft	Deputy Commissioner, CGST, Delhi-North	Shri Surender Malik, Deputy Commissioner, Estate Branch, CGST, Delhi-North, Room No. 130 Ist Floor, C.R. Building, I.P. Estate, New Delhi-110109

2. The Tenders are invited in two bid tender system i.e. "Technical Bid" and "Financial Bid". Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted. **The online bids should be submitted by 20.10.2017 upto 04.00 PM. The Technical bids will be opened by the Hiring Committee at 11:30 AM on 16.06.2017 in the presence of all such bidders or representatives who wish to be present. Last date for seeking any clarifications regarding the tender from the Nodal Officer shall be 23.10.2017.** These critical dates are reproduced below in tabular form for easy reference:

CRITICAL DATES		
Sl No.	Event	Date
1.	Last date for seeking clarifications regarding tender from Nodal Officer	11.10.2017
2	Last date & time for submission of online bids	20.10.2017, 1600 hrs

3	Date & time of opening of technical bid by Hiring Committee	23.10.2017, 1130 hrs
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3. **Bid Submission:** Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions for online submission of bids. Bid documents along with all supporting 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 tender shall be submitted by one bidder. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid security would be forfeited and tenderer is liable to be banned from doing business with GST Delhi North .

6. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

7. Bids will be opened as per date/time as mentioned above. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

8. **Submission of Tender:** The tender shall be submitted online in two parts, viz., technical bid and financial bid. 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. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. Bidders shall submit the financial proposal in the formats provided in the Tender document. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

9. All supporting documents are to be furnished by the bidder along with Technical Bid as per the tender document. Bidders shall submit the financial proposal only in the format provided in the Tender document.

10. The rent will be approved by the competent authority on the basis of assessment and recommendation of CPWD and the owner should be willing to accept the rates/rent as approved. The Commissionerate reserves the right to amend any/ all terms and conditions, as it deems necessary. The Commissionerate reserves the right to reject/accept any or all of the bids at any time without assigning any reason thereof.
