



Central Ground Water Board,
Department of Water Resources, River Development and Ganga Rejuvenation
Ministry of Jal Shakti

Tender/ Invitation to Offer Document

Hiring of Land/ Building for Divisional Workshop and Store

For
CGWB, Div.1, Ahmedabad

Government of India
Office of the Executive Engineer, CGWB, Div.1, Ahmedabad
Central Ground Water Board
Department of Water Resources, River Development and Ganga Rejuvenation
Ministry of Jal Shakti

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**Government of India
Ministry of Jal Shakti
Deptt of WR, RD and GR
Central Ground Water Board
Div.1, Ahmedabad**

F. No.-

Dated: .10.2023

Tender No. 01/2023
Notice Inviting E-Tender

1. eTender of two-bid system (Technical and Financial in separate envelopes) are invited for and on behalf of the President of India for Hiring of open land (Covered / semi Covered/open) measuring around 25000 sq. ft. approx. (2300 sq. meters approx.) on rental / lease for operation of CGWB, Divisional workshop and stores preferably in outskirts of Ahmedabad around high court area and within 20 to 25 km radius) for Divisional workshop and Store of CGWB, Div.1, Ahmedabad on monthly basis, for a period of 5 years initially which may be renewed from time to time, if required by the Central Ground Water Board, DoWR, RD and GR, Ministry of Jal Shakti.
2. The tender Document/ Invitation to Offer Document will be available on official website <https://www.eprocure.gov.in/epublish/app> from 08.12.2023 and the bid forms and other details can be downloaded from the said website. Further, the tender documents can also be obtained manually from the Office of the Executive Engineer, CGWB, Div.1, Ahmedabad, between 08.12.2023 xx.xx.xxxx, 10.00 Hrs to 06.12.2023xx.xx.xxxx 16.00 Hrs. But bids shall be required to be by the bidders at CPPP website: <https://www.eprocure.gov.in/epublish/app/eprocure/app>.
3. Bids shall only be at CPPP website: <https://www.eprocure.gov.in/epublish/app/eprocure/app> in two parts viz. Technical bid and Financial bid. No manual bid shall be accepted.

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

Date of publishing of tender	08-11. 2023
Document download start date	08. 11. 2023
Document download end date	07.12.2023
Seek clarification start date	08. 11. 2023
Seek clarification end date	06.12. 2023

Bid submission start date	08. 11. 2023
Bid submission end date	07. 12. 2023
Pre-Bid conference (in Office premises)	NO
Technical bid opening date	08.12.2023
Financial bid opening date (Only for those bidder who have qualified in the Technical Bids)	With prior notice to technically qualified bidder

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

a) General Instructions and Terms & Conditions:	Annexure-I
b) Terms and Conditions of the Tender:	Annexure-II
c) Format of Technical Bid (With undertaking):	Annexure-III
d) Format of Financial Bid, BOQ (Bill of Quantities) in .xls format:	Annexure-IV.
e) Undertaking by the bidder:	Annexure-V
f) Tender Acceptance letter:	Annexure-VI
g) Instruction for bid submission:	Annexure-VII
h) Format of Standard lease agreement:	Annexure-VIII
i) Drawing of requisite area:	Annexure-IX

Annexure-I

GENERAL INSTRUCTIONS AND TERMS & CONDITIONS

1. Bid submission:

- I. Tenderers are advised to follow the instructions “Special Instructions to bidder for e-submission of the bids through eProcurement Portal” available on the <https://www.eprocure.gov.in/epublish/app/eprocure/app> (given at Annexure- VII for ready reference) for submission of bids. Bid documents may be scanned with black and white option which helps in reducing sizes of the scanned document.
- II. Not more than one tender shall be 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. A breach of these conditions will tender the tenders liable to rejection.
- III. The Tenderer must provide Bank Guarantee or Fixed Deposit Receipt (FDR) of Rs. NIL , in favour of the “Drawing and Disbursing Officer, CGWB, Div.1, Ahmedabad”, as “Earnest Money Deposit”(EMD), valid for at least six (06) months, and must reach the Tender inviting authority at the office of the Executive Engineer, CGWB, Div.1, Ahmedabad on or before Bid submission end date.
- IV. Interested persons who are legal owner or Power of Attorney holder, who has downloaded the tender from designated website of Central Public Procurement Portal(CPPP) (Website <https://eprocure.gov.in/eprocure/app>, shall not tamper/ modify the tender form including downloaded financial bid tempered in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited.

2. Process and manner of submission:

- a) The tenders are to be submitted in two parts viz:
 - i. “Technical Bid” which should contain technical parameters like address of the building, carpet area, built up area, year of construction, plan of the premises, availability of parking space and other requirement 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.
 - ii. “Financial Bid” which should indicate the rent per sq ft & total amount proposed to be charged and other financial terms and conditions in the format as per Annexure-IV.
- b) All the pages of bid documents must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

3. Other details:

For Technical Bid

- The following documents are to be submitted along with the “Technical Bid”:
 - I. Signed and scanned copy of the proof of payment **Bid security/ EMD**.
 - II. Signed and scanned copy of **Pan No., GST No.**, if registered.
 - III. Signed and scanned copy of **Letter of Authorization** from the owner to submit bid, if the bid is submitted by a person other than the owner 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 “Drawing” (Annexure-IX).
 - VIII. Signed and scanned copy of an “**Affidavit**” from owner/ Power of Attorney holder that the premises offered are free from litigation/ liability/ Encumbrance pending dues and taxes.
 - IX. Signed and scanned copy of the **approved drawing** from local development authority/ municipal body for the premises.
 - X. Signed and scanned copy of the layout plan of the premises with exact measurement of the Carpet area.
 - XI. Signed and scanned copy of the location map of the proposed property.
 - XII. Signed and scanned copy of the ‘completion Certificate’/ ‘Occupancy certificate’ of the offered space/ building from the Competent Authority.
 - XIII. Signed and scanned copy of the Fire safety certificate of the offered space/ building from the Competent Authority.

The bidder should not indicate the rent details in the 'Technical bid'. Condition above are subject to relaxation if any and where applicable.

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 sq ft of Covered area (Built up area), Semi covered area (Shed) and Open area (Open land) (inclusive of all cost 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 submitted.

4.Important information:

- I. The technical bid will be opened in the office of the Executive Engineer, CGWB, Div.1, Ahmedabad, Swami Narayan College Building, Shah Alam Toll Naka, Ahmedabad 380022 on the scheduled date and time. Separate communication shall be sent regarding date of opening of Financial bid to technically successful bidder.**
- II. All the interested parties/ bidder may remain present in the Office of the **Executive Engineer, CGWB, Div.1, Ahmedabad** as mentioned above at the time of opening of Bids on the date and time as mentioned in the critical date sheet.
- III. After evaluation of the technical bids, bidders will get the information regarding their eligibility/ pre- qualification through an email confirmation which will be sent to the successful bidder which can be checked by the bidder. The Financial bids of the successful bidder (found to be qualified in the Technical bid) will be opened on the scheduled date after the pre- scheduled time by the bid openers.
- IV. The hard copy of the original instrument in respect of the bid security, must be delivered to this office on or before bid opening date/ time. After opening of the Technical bid, the original documents as per the requirement of e-Tender document will be verified by the Central Ground Water Board. The Central Ground Water Board reserves the right to seek any document in original related to the premises offered for hire for purpose of verification at any stage of the tender process.

Annexure-II

TERMS AND CONDITIONS FOR THE TENDER

1. The premises having following amenities/ facilities/ features will be preferred for consideration and will gain weightage comparatively:
 - i) The space offered for Hiring/leasing should have occupancy/ completion certificate issued by local authority. The constructed building should have Fire safety certificate issued by Fire department if applicable.
 - ii) The Office premises should be ready to be occupied, well connected by public transport and should have with approach road. Surrounding of the building, approach road leading to the building, traffic congestion in the area around the building and other related easement factors will be important criteria for qualifying the technical bid.
 - iii) There should be preferably all side covered boundary wall having approximately 8 to 10 ft of height with Fencing.
 - iv) The Open land should be preferably developed and the level should be in similar height with the approached road so that no water-logging should occur.
 - v) The total area for Hiring should be preferably as per Drawing attached as Annexure- IX to this Tender document.
 - vi) There should be adequate natural lighting in the campus/ compound.
 - vii) There should be provision of 24x7 water supply system along-with sufficient water for use in toilet, bathroom, Wash basin, canteen and for housekeeping and other miscellaneous spare parts etc.
 - viii) The space of offer shall be free from all encumbrance and whether any legal proceeding/ litigation pending against the premises, an affidavit in this regard may be .
 - ix) “Mortgage” of the property, if any, be clearly brought out as reflected in tender/ offer documents.
 - x) The premises should have suitable power supply for commercial operation 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.
 - xi) The premises should have minimum parking space for vehicles, machinery and equipment’s for 08-10 four wheelers, trucks and two wheelers.
 - xii) All building services and amenities such as power supply, local area network, plumbing, wash room facilities, telephone, Sewerage, in-com connectivity, fire fighting system and such other office amenities and fixture should be made operational before the possession of the building is taken.
 - xiii) All internal and external one should be painted with good quality paint at the time of handing over the premises to the Central Ground Water Board.
 - xiv) The required Covered area (Built up area), Semi covered area (Shed) and Open area (Open land) should preferably be in a single independent building and in case of building with multiple floors the ones offered should preferably be contiguous.
 - xv) Building should be suitable use as Divisional workshop office with cabin and cubicles if possible. The bidder shall be required to make cabins/ cubicle / partition and provide other minor amenities as required by the department.

- xvi) In case the area offered is in big common building, the bidder may have to provide an exclusive entrance and exit for the use by the department.
- xvii) As mentioned above, following works may be carried out by the successful bidder within three to four months of award of work and cost of the same has to be borne by the successful bidder. No claim on this account shall be entertained by the department (CGWB, Div.1, Ahmedabad). The rent of the premises shall begin after completion of such construction in case of not available at the time of the offer. The rent quoted should be that of with all constructed, semi constructed works etc only.

SI No.	Description of cabin/ Cubicle	Quantity
1	Approximate Numbers of room of different size and specifications as per area mentioned above.	04
2	Semi covered area/shed etc	02 to 04
3.	Washrooms separate for 02 for male and 01 for female	03

2. After opening the technical bids and before opening of the Financial Bids, physical inspection of the premises offered by the bidders, will be carried out by a team of officers to verify whether the offered complies with the requirement.
3. The bidder shall either be owner or authorized representative of owner of premises. He has to submit proof of the same. Electricity, water and washrooms as above are mandatory requirements.
4. The rent quoted by the bidder shall be per sq ft per month on the Covered area (Built up area), Semi covered area (Shed) and Open area (Open land) which should be inclusive of all services to be offered by the bidder (This should be specifically mentioned), taxes and duties to be paid to various authorities should be indicated in the Financial bid. GST/service tax, property tax, municipal taxes, Panchayat Tax etc payable extra if any shall be reimbursed to the owner on submission of payment of tax/dues by him to the relevant Government authorities.
5. The proposal should be valid for a minimum period of 06 (six) months from the due date of opening of financial bid. The property on offer shall be free from all encumbrances and litigation. A certificate must be submitted in this regard.
6. No advance security money will be given by the Central Ground Water Board to the owner offering the premises.
7. 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 and rate decided in this regard.

8. All the details and documents mentioned in the tender form must be submitted. A tender having incomplete details/ documents is 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 same should be submitted in a reasonable time of 3 to 4 days.
9. 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 as invalid.
10. Selected party shall be required to sign a Lease Agreement with the designated authority of Central Ground Water Board as a legal requirement. The agreement shall be signed initially for a period of 3 to 5 (Five) years extendable period as per requirement. The original copy of the lease document shall further be retained by the hirer. Bidders may note that no increase in rental charges per month will be allowed during the initial 5 (Five) years of the agreement period.
11. The monthly rent will start as and when possession of the building is taken over by the CGWB. The rent shall be paid as per the lease agreement. Advance payment of rent will not be made.
12. All existing and future rates, taxes including property taxes, other municipal taxes, assessment charges, society charges for maintenance and security of carpet area and other outgoing of any description in respect of the said premises shall be borne by the owner/bidder.
13. The cost of repair and maintenance of civil, electricity, plumbing 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 CGWB. The Department shall pay charges towards electric power, light and water used on the said premises on actual consumption basis. For electricity supply through generator set if any, a separate meter should be installed.
14. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of CGWB. In case the complaint is not attended within two working days, the job may be carried out by the CGWB at the risk and cost of the bidder.
15. The Central Ground Water Board at any time during the Lease Period/ extended Lease Period may make temporary alterations like partitions, office fixtures and fittings to suit the requirement.
16. Terms and conditions given in this Tender Documents are sacrosanct and shall be considered as an integral part of this offer/tender. This department reserves the right to amend/alter/modify any or all the terms and conditions at any time before the tendering process is finalized.

17. The premises should be capable of being handed over for possession to the Department within Three to four 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.
18. 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.
19. Participation in the tender process does not entail the bidders any commitment from the Department. The Department will not be liable for any damage/loss caused to the bidders during the tendering process and before signing of the contract. The CGWB reserves the right to reject any /all tenders, even the lowest one without assigning any reasons.
20. A map with all construction work in the offered area of land be submitted with the offer.

Annexure-III

Ref. No. Xx/xxx/xxx dated xx.xx.xxxx published in CPPP.

Sub: Tender for Hiring of open land (Covered / semi Covered/open) measuring around 25000 sq. ft. approx. (2300 sq. meters approx.) on rental / lease for operation of CGWB, Divisional workshop and stores) for Divisional workshop and store of CGWB, Div.1, Ahmedabad.

TECHNICAL BID

Attach extra sheets, if required, which should also be signed.

Sl. No.	Particulars	Details (Please tick/ fill up with relevant)
1.	Name of person/ party submitting the bid (hereinafter referred to as the bidder) Permanent account Number (PAN); whether assessed to tax and if so, particulars thereof.	
2.	Status of the bidder (Individual/ Partnership firm/ company/ society any other (specify).	
3.	Name of the person/ party holding title to the property (hereinafter referred to as the owner) Permanent Account Number (PAN); whether assessed to tax and if so, particular 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 authorized 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 Nos.	
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.	
8	Details of property offered	
8.1	Location & address of the property along with nearby 4-5 landmarks describing the locality.	
8.2	Has the property been used as an office/ commercially on previous occasion	
8.3	Whether the space offered for hire situated in more than one floor of a property, if yes, specify floors.	
8.4	Total plot area of the property where office is offered (Complete land area including Built up area, Shed and open spaces, constructed are with	

	the boundary of property offered on rent)(in sq ft)	
8.5	Total Built up area on each floor offered for rent (in Sq. Ft.)	
8.6	Total Covered (Built up)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.) and Area of shed	
8.8	Whether the building is air-conditioned- fully or partly?	
8.9	Distance of the property from Kolkata Airport.	
8.10	Distance of the offered property from our High court Ahmedabad	
8.11	Width of road on which the property is located.	
8.12	Details regarding natural light and proper ventilation.	
8.13	Whether all Govt. Dues including property tax, electricity, telephone, water bills etc have been duly paid up to date? (Enclose documentary proof for the same)	
8.14	Parking space for car/vehicles available. (Public parking places on road or any other nearby public area will not be counted for this purpose). Details of covered/underground parking space and open parking space may be indicated separately.	
8.15	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any.	
8..16	Details of lifts- capacity and number.	
8.17	Details of available fire safety and security measures.	
8.18	Whether suitable power supply for commercial operation is available.	
8.19	Whether adequate open space for installation of generator is available.	
8.20	Details of the power back up, whether available or not.	
8.21	Usage of property as approved by local authorities (Residential/ Commercial/ Shop cum Office).	
8.22	Whether any BSNL Landline connection exists in the property offered.	
9	Have you enclosed following documents along with this offer.	
9.1	Copy of property plan, duly approved by the Competent Authority/ Govt. as the case may be.	
9.2	If bidding as Power of Attorney owner, Original or certified Power of Attorney. If bidding as authorized signatory of company/ partnership firm, copy of requisite Board Resolution/ Authority Letter etc.	
9.3	If the owner or the Power of Attorney of the owner is a partnership firm or a company/society etc. copy of partnership deed or Memorandum/Articles of Association of the Company Registration Certificate/ Bye Laws etc of the society, Board Resolution (if bidding as Power of Attorney, copies of these documents of both the owner and power of Attorney need to be).	
9.4	If the bidder or the owner is a partnership firm or a company/ society etc copy of the partnership deed of the firm, or Memorandum/ Articles of Association of the company, registration certificate/ Bye laws etc of the society, along with Board resolution (if bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney needs to be).	

10	Further general detail relating to the building/ location	
10.1	Whether the proposed property/ building is free from all encumbrances, claims, litigation, debt, mortgage etc.? If not, give details of the nature and status of the encumbrances, claims, litigation.	
10.2	Whether the proposed property/ building is physically vacant and available – “ready to occupy?”	
10.3	Whether it is an independent building for exclusive use by the CGWB without sharing with any other user? If not give details of tenants/ proposed tenants. (The bidder may be required to furnish copy of lease agreement with other tenants, if called for).	
10.4	Year of construction. Specify whether the said building was given on lease/ hire or occupied earlier? If yes furnish details along with last rent charged and date of vacation by the earlier lessee.	
10.5	Please specify the details of public transport facilities available to and from the premises.	
10.6	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.	
10.7	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation	
11	Electricity 1.5 KVA/ 150 sq ft would be the minimum electrical load for internal office consumption, which would be procured by the owner/ bidder (mention sanctioned Electricity load).	
12	Signage – The CGWB require the right to use its Logos and graphics at the entrance to its premises and within signage in the elevator lobby on the leased floor (s) and in the building lobby. Preference to install a prominent signage on the main building facade will be given.	

Enclosed documents wherever required.

ISon/ Daughter of
 * have gone through the various terms and conditions mentioned in the Tender documents and I agree to abide by them. I.....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 in full and block letters**

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

ANNEXURE-IV

FINANCIAL BID DOCUMENT

(a) Financial bid undertaking.

(b) Schedule of financial bid in the form of BoQ-officepremises.xls/ or in PDF format.

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To
The Executive Engineer,
Central Ground Water Board,
Div.1, Ahmedabad-380022

Dear sir,

I submit the Financial Bid in respect of your tender published on the CPPP portal for taking on rent for Divisional store and workshop premises in the city of Ahmedabad as envisaged in the Bid document.

1. 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.
2. I offer to work at the rates as indicated in the Financial Bid (Annexure IV) inclusive of all applicable taxes except GST/other taxes as applicable.

Yours faithfully,

Signature and name Authorized Representative

(a) Schedule of financial bid in the form of BOQ office Premises.xls or in PDF format

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

SI. No.	Building Description	Space offered Area (in Sq. Ft.)	Rate per sq. ft. Per month (in Rs.)	GST plus all other Taxes	Total amount per month (in Rs.)
1.	Covered area (Built up area) 2700 sqft approx				
2.	Semi covered (Shed)5000 sqft approx				
3.	Open area (Open land)17300 sq ft approx..				

* Taxes break up shall be provided. Covered area means area of premises less, passage, walls/ column staircases, Veranda, Lobby, Balcony etc.

** owners with lesser or higher area should participate and should quote rate per sqft. L-1 will be decided on area requirement, suitability and rate quoted criteria.

SI. No.	Particulars	Amount
1.	Rate of electricity per unit to be supplied through Gen-set if any	

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 not be allowed.

2. In case of any discrepancy/ difference in the amount 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

1. I/ We undertake that I/ We or my/ our firm M/s _____ has not been blacklisted by any Govt. Department/ Public sector Undertaking/ Autonomous body.

2. I, _____ Son / Daughter/ Wife of Shri _____ Proprietor/ Partner/ Director /authorized signatory of M/s _____ am competent to sign this declaration and execute this tender document.

3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

4. The information / documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. I/we understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/ co. may be blacklisted and shall not have any dealing with the Department in future.

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

Date:
Place:

Office stamp/ Seal

Annexure - VI

TENDER CONDITIONS ACCEPTANCE LETTER
(to be given on Company letter head, if bidder is firm, co. etc.)

Date:

To

The Executive Engineer,
CGWB, Div.1, Ahmedabad
Pin-380022.

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

Tender Reference No. Name of the Tender/
Work.....

Dear Sir,

1. I/ We have downloaded the tender document for the above mentioned "Tender" from the CPPP portal as per your publication.

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

i) General Instructions and Terms & Conditions:.

ii) Terms & Conditions of the Tender:

iii) Formats of Technical Bid (With Undertaking

iv) Format of Financial bid, BoQ (Bill of Quantity) in .xls format

v) Undertaking by the bidder:

vi) Tender acceptance letter:

vii) Format of Standard Lease Agreement:

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

ix) Any other required information related to hiring of this office space.

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-VII

Please submit a drawing of the area offered for Hiring with all dimensions, road etc.

PREPARATION OF BID

- 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 as part of the bid. Please note the number of covers in which the bid documents have to be , the number of documents - including the names and content of each of the document that need to be . Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be 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 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 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 BID

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned 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. 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 white colored (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, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the 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 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.
- 2) Any queries relating to the tender may be discussed in the Pre Bid conference, to be held on _____ in the office premises.
- 3) Any queries relating to the process of bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Annexure-IX

Sample LEASE AGREEMENT (subject to revision)

AN AGREEMENT MADE ON _____ DAY _____ OF
THIS _____ Two Thousand and _____ between

_____ hereinafter called 'The Lessor'
(Which expression shall include its successors assigns, administrator, liquidators and
receivers, wherever the context of meaning
shall so require or permit) of the one part AND the PRESIDENT OF INDIA
(hereinafter referred as 'THE GOVERNMENT OF INDIA' or 'Lessee') of the other
part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: -

1. In consideration of the rent hereinafter reserved and of the other conditions herein
contained, the Lessor agrees to let out and Lessee agrees to take on lease the land,
hired it aments and premises known as _____ together with all buildings
and erections, fixtures and fittings, standing and being thereon (hereinafter called
"THE SAID PREMISES") more particularly described in SCHEDULE A'.

2. The lease shall commence/ shall be deemed to have been commenced* on the
_____ day of _____ two thousand and _____ shall,
subject to the terms hereof, continue for a term of 3 (Three) years with an option to
extend the period of lease for a further term as set out in clause 14 hereof.

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

4. The said premises shall be deemed to include the fixture 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 5 years 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 thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the 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 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 term 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 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 un-inhabitable by fire, riots, Natural Calamities/pandemic 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 agrees 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 giving to the Lessor three months previous notice in writing of its intention to time do so without assigning any reason.
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 notice to be given to the Lessor shall be considered as duly given if sent by any the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode.

Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.

17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the secretary, Department of Legal Affairs, Government of India, Delhi.

The provisions of Arbitration and conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at the convenience of the CGWB. 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 purpose of this clause, the office mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of the Government of India.

18. The lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the lessee and the other by the lessor.

THE SCHEDULE 'A' REFERRED TO ABOVE

All that the _____ The _____ Floor of the building know as _____ in the city of _____ which building bear Municipal No _____ And is situated on plot/ Land bearing Survey Nos. _____ and is bound on or towards east by _____ on or towards West by _____ On or towards North by _____ on or towards South by _____

THE SCHEDULE 'B' REFERED TO ABOVE

IN WITNESS WHEREOF 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 an on behalf of President of India

In the present of

Witness

1. _____

2. _____

And by the lessor in presence of

Witness

1. _____

2. _____

(Signature)

Name and address of the lessor

In case the lessor is a company

Firm or Society Act

For and on behalf of having authority to

sign in behalf of the lessor _____vide

Resolution dated ____ of _____

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