



## TENDER FOR HIRING OF OFFICE PREMISES IN COMMERCIAL AREA FOR THE OFFICE OF FARIDABAD CITY TRANSPORT SERVICES LIMITED, FARIDABAD, HARYANA

Office of the Faridabad City Transport Service Limited, invites online tender (e-tender) for hiring suitable office accommodation on rent having approximate Carpet area of 2000 square feet with a provision of expansion of additional 1000 sq.ft. on same floor from the legal owners / power of attorney holders of suitable buildings in commercial area. (As detailed in The Terms & Conditions of this Tender).

The details of space requirement, terms & conditions and other documents are outlined in the Annexure to this e-tender as under.

Annexure-I	Instruction to Bidders
Annexure-II	Terms & Conditions (General)
Annexure-III	Terms & Conditions (Technical)
Annexure-IV	Financial/Price Bid Undertaking
Annexure-V	Technical Data Sheet
Annexure-VI	Tender Acceptance letter
Annexure-VII	Letter of Offer
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Annexure-IX	Draft lease/ Agreement
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1. **Document Download**: The interested bidders may download the Tender Documents from the website https://etenders.hry.nic.in or www.smartcityfaridabad.co.in as per the schedule as given as under:

## **DATE SHEET**

Bid Document Download/Start Date	31.10.19 (17:00hrs)
Bid Submission End Date	18.11.19 (16:00hrs)
Technical Bid Opening Date	18.11.19 (16:30hrs)

2. **Bid Submission:** Bids shall be submitted online only at website https://etenders.hry.nic.in with all the requisite documents [preferably signed with digital signature (DSC)]. The tender shall be submitted online in two parts, viz. (i) Technical Bid

and (ii) Financial/ Price Bid along with other documents as mentioned in the tender documents. Bidders are advised to follow the "Instructions for online Bid submission" provided in the Annexure-\_\_\_\_\_ for online submission of bids. No tender shall be accepted / entertained by fax, e-mail or submitted in person or any other such means and beyond the specified date /time.

- 3. Tenderer who has downloaded the tender from the website: https://etenders.hry.nic.in shall not tamper/modify the tender form including downloaded price bid form in any manner.
- 4. The offers submitted through any means other than uploading on the website https://etenders.hry.nic.in shall not be considered. No correspondences will be entertained in this matter. This office reserves the right to accept or reject any tender in part or full or without assigning any reasons thereof.

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

- 5. Tender enquiry documents will be available on official The website on https://etenders.hrv.nic.in as per details mentioned in Critical Sheet. The Bidder should raise doubt/query any regarding the tender document EMAIL; on Faridabadsmartcitylimited@gmail.com or may contact Shri Arbind Kumar, CAO (Mobile No. 8510005801), Faridabad City Transport Services Limited, Faridabad.
- 6. Earnest Money Deposit: EMD @ Rs 10000/- shall be submitted by bidders by Demand Draft/ Banker's Cheque drawn on a Scheduled Yes Bank payable at Faridabad in original, in favour of the "Faridabad City Transport Services Ltd" and must reach the tender inviting authority. Scanned copy of Demand Draft/ Banker's Cheques must also be uploaded on the E-portal failing which tender will be summarily rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection process. However, final decision rests with the Faridabad City Transport Services Limited and will be binding. No interest shall be paid on the EMD. Tenders not accompanied with Earnest Money Deposit will be treated as non-responsive and will be rejected, at the initial stage itself "as Tenders received without EMD".
- 7. Intending bidders are advised to visit the departmental website: <u>www.samrtcityfaridabad.co.in</u> or website https://etenders.hry.nic.in regularly till closing date of submission of tenders for any corrigendum/ addendum/ amendment.
- 8. Bids will be opened as per date/time as mentioned above in the of Tender/Haryana Etender portal. After evaluation of technical bids online/premise verification, bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to qualified bidders. The bidders can check the same from the portal. The financial bid of the successful bidders will be decrypted and opened on-line, on the scheduled date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.

- 9. After opening of Technical Bid, the original documents as per requirement of the etender document may be verified by this office during technical evaluation of the bids. This office reserves the right to seek any document in original related to the premises on hire for verification at any stage of tender process.
- 10. In the event of any of the above mentioned dates being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time.
- 11 The Bidder(s) shall quote rates for the space to be rented only as "Rate per square feet per month" as well as Total rent per month. This rate shall be exclusive of GST (& including all the amenities). The electricity charge along with Genset charges shall be paid extra by FCTSL as per actual. The Owner would be liable for ensuring compliance with the relevant rules, and regulations as notified by the Government in this regard from time to time.
- 12 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 bids containing technical bid, financial bid and EMD in respect of each premises.

For any further details, Shri Arbind Kumar, CAO (Mobile No. 8510005801), Faridabad City Transport Services Limited, may be contacted.

Copy to:

1. The web master, i/c of https://etenders.hry.nic.in website for publishing in the official website (through email).

## ANNEXURE-I

## **INSTRUCTIONS TO THE BIDDERS**

## These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

## 1. <u>Registration of contractors on E-tendering Portal:-</u>

All the Contractors intending to participate in the tenders processedonline are required to get registered on the Electronic Tendering System on the Portal <u>http://www.etenders.hry.nic.in</u>For more details, please see the information on the Registration info link on the home page.

### 2. <u>Obtaining a Digital Certificate:</u>

- **2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- **2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Notary Public / Charted Account / Any Gazatted Officer whose stamp carrying emblem of Ashoka. Only upon the receipt of the required documents, a digital certificate can be issued.
- **2.3** The contractors may obtain Class-II digital certificate from any Certifying Authority or Subcertifying Authority authorized by the Controller of Certifying Authorities
- 2.4 Bid for a particular tender may be submitted online using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user looses his digital certificate (be it due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a back up of the certificate and also keep the copies at safe place under proper security (for it's use in case of emergencies).
- **2.5** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in Municipal Corporation, Faridabad tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- **2.6** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- **2.7** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

#### 3 Deposit of tender documents fee & earnest money deposit:

All the fees such as tender documents fee & earnest money are to be submitted offline& are to be deposited in person with the CAO, FCTSL

## 4 <u>Set up of machine:</u>

In order to operate on the electronic tender management system, the user's machine is required to be set up. A help file on setting up of the system is available at - <u>http://www.etenders.hry.nic.in</u>

## 5 <u>Online Viewing of Detailed Notice Inviting Tenders:</u>

The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the electronic tendering system on website <u>http://www.etenders.hry.nic.in</u>

## 6 <u>Download of Tender Documents:</u>

The tender documents can be downloaded from the Electronic Tendering System through the Portal <u>http://www.etenders.hry.nic.in</u>

## 7 Key Dates:

The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all contractors. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

#### 8 <u>Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee and</u> <u>Submission of Bid Seal (Hash) of online Bids:</u>

- **8.1** The Payment can be made by eligible / contractors online directly through Credit Cards / Internet Banking Accounts / Cash Cards. The contractors have to pay the cost of the tender documents online by making online payment of tender document fees using the service of the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and credit card / online payment authorization networks.
- **8.2** Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the time schedule (Key Dates) of the Tender.

#### 9 <u>Generation of Super Hash:</u>

After the submission of Bids (Hash) by the Contractors, the bidding round will be closed and a digitally signed Super Hash will be generated by the authorized Municipal Corporation, Faridabad officers. This is equivalent to sealing the tender box.

#### 10 <u>Submission of actual online bids:</u>

Contactors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation & submission after the generation of Super Hash. The process is required to be completed within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contactors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A contractor who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid.

## Note:- Bidders participating in e-tendering shall check the validity of his/her Digital Signature Certificate before bidding in the Tenders floated online at <u>http://www.etenders.hry.nic.in</u>

Read and accepted

Name & Designation

with stamp (if any) of Bidder or Authorized signatory)

## ANNEXURE-II

## Part-A- Terms & Conditions (General)

- 1. The terms and conditions shall form part of tender to be submitted by the bidder to the Faridabad City Transport Services Limited, Faridabad (hereinafter referred to as "lessee").
- 2. All columns in the tender document shall be duly filled in and no column shall be left blank. "NIL" or "Not applicable" shall be marked, where there is nothing to report. All the pages of the tender document shall be signed by the owner or his authorized power of attorney. Any other cutting or use of white ink should be duly attested by the bidder. Faridabad City Transport Services Limited, Faridabad reserves the right to reject incomplete tender or in event of any of the particulars being found to be incorrect.
- 3. Tender documents filed in E- Tender Portal website after the due date and time, shall be liable to be rejected outright and no correspondence in this regard shall be entertained.
- 4. No tender will be accepted by fax, email, telex or any other such means.
- 5. The tender shall be acceptable only from the original owners of the space or from those having valid power of attorney in commercial area. The space offered should be free from all encumbrances / claims / liabilities and disputes and litigation with respect to its ownership, lease / renting and pending dues etc.
- 6. Offers received from Government Bodies / Public Sector Undertakings / State Housing Boards etc. would be given preferences.
- 7. The Technical bid is required to be submitted along with certified copies of approved drawings from MCF/HSVP/PWD or any other competent authority, certified copy of land Deed, Municipal receipts, and approved plan of building and copy of ownership of building. Technical Bids received without the said documents are liable for rejection without any reference to the party whatsoever. Original documents/ certificates will have to be produced before execution of rent Agreement.
- 8. No security deposit or advance rent shall be paid.
- 9. Electricity as per actual consumption shall be borne by the FCTSL

- 10. FCTSL reserves the right to set up additional Generator sets and other electrical fittings in the premises/common areas of building as required from time to time for which the successful bidder shall facilitate such installations at no additional cost to the owner.
- 11. Tender is likely to be rejected because of non-fulfilment of any of the terms stated in tender documents.
- 12. If at any stage it is found that any of the details / documents furnished by the bidder is false / misleading / fabricated, his/her bid would be liable for cancellation without intimation to the bidder.
- 13. Tender committee constituted by the Faridabad City Transport Services Limited, reserves the right to reject all or any tender without assigning any reason thereof.
- 14. FCTSL reserves the right during the rent period/extended rent period to carry out further suitable alterations by way of partitions, office fixtures, fittings, etc. for the effective use of the office space hired.
- 15. The owner / the holder of power of attorney should intimate in writing the likely date of handing over of the premises which shall under no circumstances be later than three months from the Tender Opening date given at Date Sheet in Tender Inviting Notice.

## Annexure-III

## Part-B: Terms & Conditions (Technical)

- 1. The building offered must be vacant, free from all encumbrances/claims and legal or other disputes etc. Documentary proof w.r.t the ownership of the Building and the absence of any encumbrance, claim and legal or other disputes must be submitted along with the offer document. A certificate from an Advocate/ CA showing that the premises are free from encumbrances should be provided. The building should meet all other safety norms like earthquake resistance, flood etc. required under the law. The building should have adequate fire safety measures and security measures as per legal requirement. The property should be insured against all types of damages during the entire period of contract.
- 2. Owing to nature of work, it would be strongly preferred that the area offered for rent should be a standalone building (commercial) for exclusive use by the department. If it is to be shared with others, then floors offered should be contiguous. Layout plan of the building should be attached with Technical Bid. If it is independent building in a plot then the rent quoted shall give the right to the tenant for usage of the total plot area within the boundary of the offered property
- 3. The premises should have proper connectivity with local transport.
- 4. The building should be sufficiently ventilated and should have natural lighting.
- 5. The building should preferably be for exclusive use i.e. entirely for the usage of this Department. The Building offered should be ready to be occupied.
- 6. The area surrounding the building and approach road leading to the building should not be congested and the front road / approach road should be preferably 20 feet wide. Surroundings 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 to decide the suitability of the offered premises.
- 7. The owner/landlords will have to construct cabins/partitions, stationery room, record room, toilets etc. as per Department's requirement/ Department's plan and make modifications/alterations in the premises if so desired by the Department **at his own cost** before handing over possession to the FCTSL, Faridabad . Permission/approval required if any regarding additions/alterations/ modifications of the premises shall be obtained by the owner /landlords at his own cost from the concerned local authorities.
- 8. The layout of the offered space should be suitable for Govt. office.
- 9. False ceiling, light fittings, power sockets etc. should be provided as per design by the tenant. The building should have adequate toilets facilities separately for ladies and Gents on each floor of the proposed area. The building should have lift facility, if consisting of three and more floors. The building should have facilities, such as toilets / ramp etc. for physically challenged

persons. Throughout the period of lease, maintenance (civil, electrical, mechanical, plumbing including consumables etc.) Shall be responsibility of the owner and the owner shall also carry out periodical repairs also. No additional/ separate charges shall be paid for the same by the Department/ FCTSL.

- 10. The building should adhere to the fire safety norms prescribed & conform to the fire fighting norms.
- 11. The building in which space is offered should have easy and convenient approach and having adequate parking space. Parking should be provided in the same building offered for hire.
- 12. The building should be in ready to use condition within 15 days from the date of communication of bid acceptance letter, with electricity, water, sewerage, firefighting equipments and adequate toilet facilities. The particulars of amenities provided/proposed to be provided inside the property/building complex should be clearly indicated in the Technical Bid.
- 13. The offered space should have separate electricity supply and having sufficient installed electricity load and water connection. The electric power available should be indicated. The owner / landlord shall provide separate electric meter at his own cost before handing over possession. These connections should be in the name of the owner / landlord and the consumption charges of the electricity and Genset charges shall be paid by the FCTSL, Faridabad.
- 14. Additionally, the building should have power supply for essential services and common area lighting. There should be adequate open space for generators and provision for connecting them to the power supply lines.
- 15. All Building services such as Power supply, Plumbing, Toilets, and Sewerage System should be fully operational at the time of submission of the offer by the Landlord. All internal and external walls should be painted with good quality paint at the time of handing over the premises. This would obviate any wastage of time and lead to smooth running of the office right from day one.
- 16. The building should be operative 24 x 7 so that the office work beyond normal working hours and on non-working days is not hampered or stalled.
- 17. The building should be under proper maintenance and having all the general facilities viz: permanent arrangement for adequate supply of potable water (separate overhead tanks should be provided for drinking water) and sufficient water for toilets, wash-basins, housekeeping, other cleaning purposes etc on 24 x 7 basis.
- 18. Maintenance (mechanical, plumbing, electrical, civil including consumables etc.) shall be undertaken by the owner and shall also carry out annual repair and maintenance every year. No additional charges shall be paid for the same by the Department.
- 19. Painting of the premises including front and back verandahs, bath rooms, toilets, boundary wall, the entire exterior facade and painting or polishing of all doors, windows, ventilators,

grills etc. as may be desired by the Faridabad City Transport Services Limited, Faridabad will be carried out by the owner / landlord periodically. In case the owner / landlord fails to do so, the Faridabad City Transport Services Limited, Faridabad shall have the right to arrange it at the cost of the owner/landlord and deduct the amount from the rent payable or that may become payable, or otherwise recover from the owner/landlord.

- 20. All statutory clearances and permissions required for construction/modification/ additions/alterations and leasing of the premises to FCTSL - Faridabad shall be obtained by the owner/ landlord at his own cost.
- 21. Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of FCTSL- Faridabad. The registration charges, stamp duty for registration of lease deed to be borne by the owner /landlord.
- 22. Lease Rent Rate per sq. ft. on Carpet area: The carpet area rate shall be inclusive of basic rent plus all proportionate statutory charges (i.e. all taxes /cess present and future House Tax , Property Tax, Service Tax/GST and Municipal Taxes etc & include all amenities.) except GST. The rent will be paid from the date of taking possession of the premises. Nothing extra will be paid other than the monthly lease rent. Lease rent for every month is payable by

10<sup>th</sup> of next month.

- 23. Lessee shall have the right to carry out necessary alterations / modifications or make such structural or other changes to/in the premises as may be required by it for the purpose of its functioning. Provided always that the FCTSL Faridabad shall not make any permanent structural alterations incapable of being reversed or which would render incapable the restoration of the premises to its original position without the consent in writing of owner / landlord(s) but such consent shall not be unreasonably withheld in the case of such alterations as shall be necessary or required by FCTSL Faridabad for the purpose of better amenities and carrying on its function effectively. But the Lessee FCTSL Faridabad shall have all right to make temporary alterations in the demised premises and to erect temporary partitions, cabins, counters etc. as are necessary to carry on the day to day activities.
- 24. Lessee shall have the right to install satellite dishes/communication towers and other communication equipment etc. as deemed necessary by the lessee for facilitating electronic communication as also installation of power generating/ amplifying devices including but not restricted to power transformers, etc. as well as placing of sign boards, FCTSL Faridabad boarding / publicity materials. etc. in the terrace for its activities and the owner / landlord will have no objection of any kind whatsoever and shall not claim any compensation or additional rent but however if any damage is resulted upon the demised premises due to such activities, the FCTSL Faridabad would be liable to repair the damage so caused, normal wear & tear is however excepted.
- 25. Since lessee has no insurable interest, the lessee will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets on account of risks like burglary, fire or natural calamity.

- 26. Whenever necessary, the owner / landlord(s) will carry out necessary repairs of the building from time to time within reasonable period and in the event of failure or neglect or default on the part or the owner / landlord to carry out or effect necessary repairs, it will be optional for the lessee either to terminate the lease or to retain the occupation of the demised premises or part thereof or to make or effect or carry out the necessary repairs of the premises, after a due notice to the owner / landlord and to deduct, the expenses so incurred along with interest etc. from the rent which is payable or become payable or otherwise recover from the owner / landlord. No rent will be payable for the period during which the lessee is deprived of the use of the demised premises or part thereof due to the failure, neglect or default of the owner / landlord to carry out the necessary repairs of the demised.
- 27. The possession of the premises will be given to the lessee after completion of entire work as per lessee's requirement and specifications. After taking possession, if it is found that any item or work remains unattended or not according to lessee's specifications, the owner/landlord has to complete the same within a reasonable time from the date of possession of premises and in case of default the FCTSL Faridabad will have right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the owner / landlords.
- 28. During the period of the lease agreement the owner/landlord shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the lessee with any party affecting lessee's right of occupation and any of the terms of the lease without written consent of the lessee.
- 29. If the landlord is desirous of making any addition to the building it shall be ensured by him that no access/approach by whatever means from the demised portion or by encroaching upon the open spaces which been available to the exclusive use of the lessee.
- 30. Before accepting Technical Bid, all the documents and space/Building shall be inspected by a committee authorized by the FCTSL Faridabad and only those premises found satisfactory in all respect shall be proceeded with for opening the financial bid and such decision shall be final. The Technical bids shall be opened in the first instance. The physical inspection of the premises will also be carried out to verify whether the premises comply with the terms and conditions .
- 31. The opening of financial bids shall be done at a later date. The financial bids of only those bidders will be opened which are short-listed after assessing the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities. The short-listed bidders will be notified about the date and timing of opening of financial bids.
- 32. The lessee shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the owner/landlord by giving **Three months**' notice in writing or subject the whole or a part of the premises. The owner / landlord shall not claim /be shall not be entitled for any compensation/rent for the unexpired period of lease. The right to terminate the lease before the expiry of lease period will vest only with the lessee.

- 33. That the lessee will at the expiration of the said term or any extension thereof (if agreed to mutual) peaceable and quietly yield and deliver up possession of the demised premises to the owner / landlord in the nearly same condition as at the time of commencement of initial lease. Wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God excepted but this condition shall not be construed to render the FCTSL Faridabad liable to do any repairs of any kind to the demised premises.
- 34. After receipt of lessee's confirmation for leasing of the premises which is considered to be most suitable / reasonable and its acceptance by lessee, if the owner / landlord(s) backs out on account of any reason, the owner / landlord (s) is liable to pay the FCTSL- Faridabad the full expenditure incurred by the FCTSL- Faridabad from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process.
- 35. Participation in the tender does not entail any commitment from the lessee and lessee reserves the right to reject any/all offers, including that of the lowest tenderer without assigning any reason.
- 36. All disputes lie within the jurisdiction of Faridabad City. All disputes in connection with the execution of contract shall be settled under the provisions or Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The arbitration proceedings shall take place at Faridabad only.

Chief Executive Officer FCTSL, Faridabad

#### SCOPE OF MAINTENANCE FOR BIDDER

- 1. Round the clock general security to the premises, access control and regulating visitor movement.
- 2. Periodical maintenance of the building, which includes painting cleaning of the exteriors and all the common areas of the building.
- 3. Day to day housekeeping and maintenance of all common areas including pavement, landscape, common garden area and provisions of consumables for the same.
- 4. Maintenance of all Elevators including payment of AMC.
- 5. Lighting of common area and provisions of consumables for the same.
- 6. Provision and marking of building directory.
- 7. Maintenance of Water supply system.
- 8. Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.
- 9. Provision of signage pertaining to common services.
- 10. Insurance of Building.
- 11. Maintenance and running of motors and water pumps installed at the premises.
- 12. Maintenance and running of common DG sets, Air Conditioners and payment of their insurance and AMC.
- 13. Regulating vehicle movement within the premises.
- 14. Lift maintenance should be done by owner and ensures the 100% availability.

## **ANNEXURE-IV**

## FINANCIAL/ PRICE BID UNDERTAKING

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BoQ (Excel file).

## (a) **PRICE BID UNDERTAKING:**

From: (Full name and address of the Bidder):

To,

**Chief Executive Officer** FCTSL Faridabad

Sir,

I, submit the Price Bid for \_\_\_\_\_ (Name & address of Building) as envisaged in the Bid document.

1) I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, (duly signed all the pages) and agree to abide by them.

2) I offer to rent out accommodation for your office at the rates as indicated in the Price Bid in excel format (available with online tender) excluding GST.

Yours faithfully

Name & signature with stamp (if any) of Bidder or Authorized Signatory

### ANNEXURE-'V'

(The Technical Data Sheet has also been uploaded in MS Word format, the bidder can download the same and can be filled in computer, and after fling the same, take the print, signed and then scan the same to be uploaded on e-portal)

### TECHNICAL DATA SHEET

## Subject: HIRING OF OFFICE PREMISES IN COMMERCIAL AREA FOR THE OFFICE OF FARIDABAD CITY TRANSPORT SERVICES LIMITED, FARIDABAD, HARYANA <u>TECHNICAL BID</u>

(Attach extra sheets, if required, which should also be signed & stamped on each page):

Sr. No	Particulars	Details (Please tick/fill up with relevant answers,
		wherever required):
1.	Name of the person/party submitting the bid;	
	Permanent Account No. (PAN); whether assessed	
	to tax, and if so, particulars thereof. (hereinafter referred to as the bidder)	
2.		
۷.	Status of the bidder(Individual/ Partnership Firm /Company/Society/Any other (Specify)	
3.		
э.	Name of the personal/party holding title to the property(both land and super structure)	
	Permanent Account No.(PAN),	
	whether assessed to tax, and if so, particulars	
	thereof (hereinafter referred to as the owner)	
4.	Status of owner (Individual/Partnership Firm/	
	Company/Society/Any other (Specify)	
5.	Whether the bidder is himself the owner of the	
	building/property offered on rent or Power of	
	Attorney holder/duly Authorized signatory of the	
	owner	
6.	Contact details of the bidder	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. With STD code, including Mobile	
	Number	
6.4	Fax Nos. with STD code	
6.5	Correspondence E-mail address	
7.	Details of the building / office space offered	
7.1	Location & address of the property offered	

7.2	Total Plot area of the property offered (complete land	
	area including open spaces, constructed area within	
	the boundary of the property offered on rent) (in Suf.)	
7.3	Total carpet area of the building permanent	
	structure, along with floor	
7.4	Net Carpet Area offered for rent	
8.	Have you enclosed the following documents along	
	with your offer?	
8.1	Documentary proof in respect of ownership of	
	building.	
8.2	Copy of the building plan, duly approved by the	
	competent authority/Govt., as the case may be (for	
	example Municipal Corporation etc. or other	
	competent authority).	
8.3	Is building having office use only or residential use	
	only or having mix use, as per permissible laws by	
	competent authority/civic body. Please specify and	
	enclose copy of the relevant document.	
8.4	Proof/self certificates regarding absence of any	
	encumbrances/claims and legal or other disputes	
8.5	Proof in support of payment of all taxes, duties, dues	
	regarding payment of water, electricity charges etc.	
8.6	Location map of the property	
8.7	Distance of the property from Railway Station.	
8.8	Distance of the property from Bus Station/Metro	
	station/ National Highway	

8.9	If bidder is Power of Attorney holder of the owner,
	copy of duly constituted Power of Attorney. If bidder
	is authorized signatory of company/partnership firm,
	copy of requisite Board Resolution/Authority Letter,
	etc
8.10	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
	need to be submitted).
8.11	Any other relevant documents (Please specify)
9.	Further general details relating
	to the Building/Location.

9.1	Whether the proposed property/building is free from all encumbrances, claims, litigations etc.? If yes,	
	attach copies of relevant certificates. If not, give	
	details of the nature and status of the encumbrances,	
	claims, litigations etc	
9.2	Whether the proposed building/ property is physically	
	vacant and available-"Ready To Occupy?"	
0.2		
9.3	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.	
9.4	Please specify the details of public transport facilities	
	available to and from the premises.	
9.5	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 if any	
9.6	Mention specifically any hazards associated with the	
	building or surroundings which are harmful for	
	human occupation.	
9.7	Whether all Govt. Dues including property tax,	
	electricity, telephone, water bills, etc., if any, have	
	been duly paid upto date? (enclose documentary	
	proof for the same	
	Proof for the build	<u> </u>

In case the space in tender document is found to be insufficient, the bidder may use additional sheet or pages to provide required particulars.

All columns in the tender document shall be duly filled in and no column shall be left blank. "NIL" or "Not applicable" shall be marked, where there is nothing to report. All the pages of the tender document shall be signed by the owner or his authorized power of attorney. Any other cutting or use of white ink should be duly attested by the bidder.

The Chief Executive officer, FCTSL, Faridabad, reserves the right to reject incomplete tender or in the event of any of the particulars being found to be incorrect.

Weighted score shall be allocated to bidders based on the below parameters-

S. No.	Parameter
1.	Location from Metro station/railway
	station/National highway/bus stop & social
	infrastructure
2.	Building quality/Age of Building
3.	Space offered, Exclusivity & tenant profile
4.	Fitting and fixtures specifications

I/we have gone through the various terms and conditions mentioned in the Tender Document and I/we agree to abide by them. I..... son/daughter of ..... son/daughter of my knowledge and belief, the information given above and the enclosures accompanying it are correct, complete and true.

Date:

Signature & stamp of the owner /bidder/authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s).

(also indicate the capacity in which signing, whether on his own behalf or as Power of Attorney / Authorized Signatory of the owner.)

#### ANNEXURE-VI

#### **TENDER ACCEPTANCE LETTER**

То

Chief Executive officer, FCTSL, Faridabad

Sir,

Subject: Acceptance of Terms & Conditions of Tender for "Hiring of Office Accommodation FCTSL- Faridabad "

Tender Reference No: \_\_\_\_\_

- I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender from the web\_site(s) namely \_\_\_\_\_\_as per your advertisement, given in the above mentioned website(s).
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), etc., which form part of the tender document and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6. I / We certify that all information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason therefore, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

Name & signature with stamp (if any) of Bidder or Authorized Signatory

## **ANNEXURE-VII**

### LETTER OF OFFER

From

То

Chief Executive officer, FCTSL, Faridabad

Sir,

# Subject: Offer for premises in commercial area for office of The Chief Executive officer, FCTSL, Faridabad , on lease/rental basis- submission of bid- reg.

With reference to your advertisement for hiring of office premises on lease/ rent, I/ we have uploaded my/ our offer for the same, as mentioned in the tender document, as under:

1. Technical Bid (Annexure-III), duly signed alongwith signed copies of Tender Acceptance Letter (Annexure-VI), Instructions to bidders (Annexure-VIII), Terms & Conditions (Annexure-II), EMD in original, Letter of Offer (Annexure-VII) and copy of Affidavit from owner or Power of Attorney holder/certificate from Advocate/CA to the effect that the premises offered on rent is free from all encumbrances.

2. Financial Bid undertaking (Annexure-IV) and Financial Bid proforma (Annexure-V), duly filled in.

Yours sincerely, Date: Name & signature with stamp (if any) of Bidder or Authorized Signatory

### **ANNEXURE - IX**

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

## **LEASE AGREEMENT**

This Lease agreement is prepared on this day, i.e ..... at Faridabad

#### **BETWEEN**

which expression shall mean and include their heirs executors, successors and assigns, hereinafter called the Licensor of the **ONE PART.** 

#### AND

**Faridabad City Transport Services Limited,** a (company incorporated under the Companies Act, 1956), through its authorized representative, Chief Administrative Officer, FCTSL hereinafter called the Licensee of the **OTHER PART.** 

**WHEREAS** the Licensor hereby confirms and declares that he is the sole and absolute owner by title and in actual possession and enjoyment of the premises.

**WHEREAS** the Licensor hereby confirm and declares that he is the sole and absolute owner by title and in actual possession and enjoyment of the premises.

WHERI	EAS the	licensor hereby a	agree to licens	se to the licensee	e commercial area	of the entire build	ing (half
of	the	second	cond floor) situated at				
Whereas	it was f	urther agreed bet	ween the lice	nsor and license	e with approval of	competent author	ity dated
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#### NOW THIS DEED WITNESSETH AS FOLLOWS:-

That the Licensor hereby agrees to give on License his 'Commercial premises' as mentioned above for Twenty Four (24) months commencing from ......

- 2. The license shall be for a period of **24** (**Twenty Four**) months which shall automatically get renewed for another term at mutually agreed terms and conditions of this agreement excepting the advance payment which shall be admissible only once during the agreement period from the date of handing over the possession of the premises to the licensee.
- 3. The premise is furnished with common amenities like water distribution system, sewage connections, 1 Toilets, fittings and fixtures. The water system with underground or overhead storage tanks, pumps

necessary plumbing lines will be provided to ensure adequate water.

- 4. That the Licensee shall not make any construction /renovation or alterations in the premises without taking written permission from Licensor.
- 5. That the Licensee hereby indemnifies Licensor against any untoward incident that may result from the illegal/inappropriate activities of the occupants or representatives of the Licensee which may result in loss of reputation or may adversely effect on the good will, social prestige of the Licensor.
- 6. That the Licensee shall also reimburse the Electricity charges for the period commencing from the date of License to the Licensor as per bills and separate meter provided and will be responsible for any disconnection due to non-payment of such bills.
- 7. The Licensor shall provide adequate power to run A.C. in anyone room and other electrical appliances including fridge, Microwave oven etc. If in order to provide the same the Licensor need to increase the power load the same need to be done at the cost of the Licensor.
- 8. The Licensor shall be responsible for all the rates and taxes both from Civic body and other Authorities and shall be liable for any liability, lien charges (if any). The Licensee shall only be responsible for payment of Monthly license fee and electrical charges consumed through the separate electrical meter or bill provide by the Licensor. Further to that the Licensee shall be responsible for payment all utility charges such telecommunication, fuel costs and other utilities consumed after handing over the possession.
- 9. The Licensor may give separate access to the Licensee in the building to ensure that the areas occupied by the Licensee are fully secure and undisturbed.
- 10. The Licensor shall commence all the works necessary to handover the premises to the Tenant and shall ensure that all services (power, water sewer etc.) are functional.
- 11. The Licensor shall permit Licensee to lay necessary duct/trenches for routing the Fiber Optic Cable/ Telephone Cable from the main road and for internal connectivity in the premises, which will be reinstated in good condition by the Licensee.
- 12. That the Licensee will use the licensed premises for the purpose of the office.
- 13. That the Licensee shall not sublet the licensed premises or any part thereof to anyone.
- 14. The men/representative of the Licensee shall have 24 hours x 7 days access to the premises.
- 15. The Licensee shall not be liable to pay rent for the period where the access has been denied / obstructed for any reason whatsoever.
- 16. The Licensor may sell, mortgage or otherwise dispose of the Licenses premises during the period of this License provided such sale/disposal of the Licensed premises shall not effect or impair the right of Licensee to continue to occupy the Licensed premises until expiry or sooner determination of this License in accordance with the terms of this License agreement and that the Licensor shall cause the transferee to recognize and accept the license hereby created and in such case the Transferee shall become responsible for repayment of advance herein paid.
- 17. That the Licensee shall permit the Licensor and their agents etc. to enter upon the said premises for inspection at all reasonable hours, after giving prior intimation.

- 18. That the Licensor shall pay all present and future municipal and Government rent, taxes and rates, building common area maintenance charges and other outgoings payable in respect of the demised premises.
- 19. The Licensee paying the fee hereby reserve and observing and performing the conditions and covenants herein contained, shall quietly and peacefully hold, possess and enjoy the premises during the said term without any interruption or disturbance.
- 20. The Licensee shall maintain the said premises, fixtures and equipments in good condition and shall hand over the same in the good condition, subject to normal wear and tear. The day-to-day minor repairs, annual maintenance charges of equipments, if any, shall also be carried out/borne by the Licensee. However, any major repairs including structural repairs shall be carried out by the Licensor at her own cost including any leakage of the roof, drains and defect in the building construction. In case of any emergent situation necessitating immediate major repair, the Licensee shall get it done under intimation to the Licensor and the cost involved shall be adjusted with the monthly fee (s) due to the Licensor.
- 21. That at the time of expiry of the License period of 24 months this License is renewable subject to the agreement of both the parties under the mutually agreed terms and conditions.
- 22. That the Licensee shall be responsible to restore the premises in proper conditions at the time of its vacation along with all the fittings and fixtures in working/order, subject to normal wear and tear.
- 23. That the Licensee or the Licensor shall be at liberty to terminate this License after giving 30 (Thirty) days notice in writing or by payment of one month rent in lieu of the notice.
- 24. That any legal issues that may occur during or after the span of this agreement will be under the jurisdiction of the courts of Faridabad having territorial jurisdiction over the demised premises.

# IN WITNESS whereof the Licensor and Licensee have hereunto subscribed their hands this day month and year first written above.

.....

for Faridabad City Transport Services Limited

THE LICENSEE

Witness:

Witness:

## ANNEXURE X

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