

**O/O THE ADDITIONAL DIRECTOR GENERAL OF
FOREIGN TRADE**

4, Esplanade East, Kolkata-700069
Email office: kolkata-dgft@nic.in, Phone office: 033-22545923/ 22545927

F. No. 02/07/CPWD/Genl/23-24 Date: 21-06-2023
Tender No. 02/07/CPWD/Genl/23-24

**TENDER FOR HIRING OF OFFICE PREMISES FOR O/O THE ADDITIONAL
DIRECTOR GENERAL OF FOREIGN TRADE, KOLKATA**

The Additional Director General of Foreign Trade, Kolkata invites online tender (e-tender) for hiring suitable office accommodation on rent having an area of 11000 Square feet (Carpet area) with parking facility from legal owners/power of attorney holders of suitable buildings in future ready area of Kolkata. Detailed in Terms & Conditions of the tender are available on the website <https://eprocure.gov.in/eprocure/app> or www.dgft.gov.in

Interested parties may submit their bids, complete in all respects online only at the above Central Public Procurement Portal.

CRITICAL DATE SHEET

e-published Date	26/06/2023, At 11:00.A.M.
Bid Document Download/Start Date	26/06/2023, At 11:30.A.M.
Bid Submission Start Date	26/06/2023, At 12:00.P.M.
Bid Submission End Date	17/07/2023, At 05:00. P.M.
Technical Bid Opening Date	20/07/2023, At 03:00. P.M
Financial Bid Opening Date	10/08/2023, At 12:00.P.M.

Sd/- Deepak Kumar Panda
Assistant Director

**O/o THE ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE
4, Esplanade East, Kolkata-700069**

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F. No. 02/07/CPWD/Genl/23-24

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GENERAL OF FOREIGN TRADE, KOLKATA**

The Additional Director General of Foreign Trade, Kolkata invites online tender (e-tender) for hiring suitable office accommodation on rent having an area of 11000 Square feet (Carpet area) with parking facility from legal owners of suitable buildings in Kolkata. Detailed terms & Conditions of the tender are available on the website <https://eprocure.gov.in/eprocure/app> or www.dgft.gov.in Interested parties may submit their bids, complete in all respects online only at the above Central Public Procurement Portal.

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Sd/-

Deepak Kumar Panda
Assistant Director,
O/o Addl. DGFT, Kolkata

भारत सरकार/Government of India

वाणिज्य और उद्योग मंत्रालय/Ministry of Commerce and Industry

वाणिज्य विभाग/Department of Commerce

अपर महानिदेशक, विदेश व्यापार का कार्यालय, कोलकाता/Office of the Additional Director

General of Foreign Trade, Kolkata

4, एस्प्लेनेड ईस्ट, कोलकाता, पश्चिम बंगाल, 700069/4, Esplanade East, Kolkata-700069

Email Office: kolkata-dgft@nic.in, Phone Office: 033-22545923/22545927

**TENDER FOR HIRING OF OFFICE PREMISES FOR THE OFFICE OF THE
ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, KOLKATA**

The Additional Director General of Foreign Trade, Kolkata invites online tender (e-tender) for hiring suitable office accommodation on rent having an area of 11000 Square feet, from the legal owners of suitable buildings. (As detailed in the Terms & Conditions of this tender).

2. The said rented office accommodation of Addl. DGFT, Kolkata is to be taken as a whole unit and not separate or segregated. Only those owners/builders etc. shall apply who have total space of 11000 Square feet (carpet area) available in the single well maintained building and single owner in Kolkata preferably in one unit and not separate buildings at different locations. The entire space of 11000 Square feet is to be made available in the same building with single owner as the legal owner. The Critical Date Sheet is mentioned below.
3. The amount of rent payable for the premises taken on lease will be as per the Government of India Rules and the same shall be fixed and paid in accordance with the Government of India instructions in force. 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
Annexure-III	Technical Bid
Annexure-IV	Financial/Price Bid Undertaking
Annexure-V	Technical Data Sheet
Annexure-VI	Tender Acceptance letter
Annexure-VII	Letter of Offer
Annexure-VIII	Instructions for online bid submission
Annexure-IX	Standard lease Agreement
Annexure-X	Financial /Price Proforma word format

दीपक कुमार पण्डा
DEEPAK KUMAR PANDA

सहायक निदेशक (राजभाषा)
Assistant Director (OL)

अपर महानिदेशक विदेश व्यापार, का कार्यालय
o/e. Additional Director General of Foreign Trade
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4. Document Download: The interested bidders may download the Tender Documents from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> or www.cbic.gov.in as per the schedule as given in the CRITICAL DATE SHEET as under:

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Bid Submission: Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app> with all the requisite documents [preferably signed with digital signature (DSC)]. The tender shall be submitted online in two parts, viz.

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-VIII 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.

4.2 Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid form in any manner.

4.3 It may be noted that, in case of non-uploading of copies of documents specified in the Tender documents on the CPPP, such technical bid, shall summarily be rejected. The offers submitted through any means other than uploading on the CPPP website <https://eprocure.gov.in/eprocure/app> 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. The Tender enquiry documents will be available on official website on <http://eprocure.gov.in> as per details mentioned in Critical Sheet. The Bidder should raise any doubt/query regarding the tender document on EMAIL: deepakkr.panda@nic.in or **Shri Deepak Kumar Panda Assistant Director, Office of the Additional Director General of Foreign Trade, Kolkata** may be contacted (Phone no 9681156559).

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6. Earnest Money Deposit: EMD amounting to Rs.1, 00,000.00 (Rupees One Lakh Only) shall be submitted by bidders by Demand Draft/ Banker's Cheque drawn on a Scheduled Commercial Bank in India payable at Kolkata, in original, in favour of the Addl. Director General of Foreign Trade, and must reach the tender inviting authority by 05:00 p.m. in Office of the Addl. Director General of Foreign Trade, 4, Esplanade East, Kolkata – 700069. 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 Additional DGFT, Kolkata and will be binding. No interest shall be paid on the EMD. EMD of selected bidder will be returned within 60 (Sixty) days after the Lease Agreement is signed. 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: www.dgft.gov.in or CPPP website regularly till closing date of submission of tenders for any corrigendum/ addendum/ amendment.
8. Bids will be opened as per date/time as mentioned in the Critical Date Sheet of Tender/ CPP 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 online 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 e-tender 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 foot per month (carpet area)". This rate shall be exclusive of GST. The lessor would be liable for ensuring compliance with the relevant rules, and regulations as notified by the Government in this regard from time to time. The bidder must download the price proforma available in word format, fill the cell then save and upload the same on the e-portal. The total amount of rent per month compared with the carpet area offered in Sq. ft. would be the criteria for deciding the successful bidder i.e. rent/sq ft of net carpet area offered.

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12. In case of 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.
13. In case of any further details, **Shri Deepak Kumar Panda Assistant Director, Office of the Additional Director General of Foreign Trade, Kolkata** may be contacted (Phone no 9681156559)


Deepak Kumar Panda
Assistant Director

Copy to :-

- (i) Web master i/c of www.dgft.gov in website, New Delhi for publishing in the official website (through e-mail.....)
- (ii) Notice Board, Addl. DGFT, Kolkata.
- (iii) The Administrative Officer, for information with regard to Para No. 6

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ANNEXURE-I

INSTRUCTIONS TO THE BIDDERS

1. The invitation to bid is open to legal owners/power of attorney holders of properties located in the areas mentioned in the Tender document. The prospective bidders should submit their bids strictly in the proforma prescribed in the Tender documents.
2. The successful bidder will be declared as 'the lessor' which means and includes not only the bidder but also his legal heirs, successors, successors in office, legal representatives, etc. The Additional Director, DGFT, Kolkata will be 'the lessee' for the current bidding.
3. The bidder is expected to examine all instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish information as required in the bidding document or submission of the bid not substantially responsive to the bidding document in every respect will result in the rejection of the bid.
4. At any time prior to the deadline for submission of bids, the lessee may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder, modify the bidding document by a written amendment. The amendment which will be binding, shall be available on www.dgft.gov.in and <https://eprocure.gov.in/eprocure/app>.
5. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the lessee, at his discretion, may extend the deadline for the submission of bids.
6. The total area required is approximate 11000 Square feet approx. in jurisdiction of Kolkata.
7. The Technical Bid by the bidder shall include documents mentioned in the Terms & Condition/offer document and must be signed, scanned and then upload on e-portal.
8. The bid prepared by the bidder as well as all correspondence and documents shall be written in English language and should be typed or written in indelible ink. All the columns of the tender document must be filled in and no column should be left blank. "NIL" or "Not applicable" should be marked, where there is nothing to report.
9. The financial bid should contain the lease rent payable by the lessee without GST. Only GST, as applicable will be borne by the lessee. All other taxes/charges/levies etc. shall be borne by the lessor only. The financial bid should be submitted strictly as per the form prescribed in Annexure-X (Price proforma).
10. The lease rent should be quoted in Indian rupees only and in price proforma only.
11. The bid shall remain valid for 180 days after the date of opening of the financial bid. A bid valid for a shorter period may be rejected by the lessee as non-responsive.
12. In exceptional circumstances, the lessee may require the successful bidder's consent for an extension of period of validity. The request and responses thereto shall be made in writing. The bidder may refuse the request without forfeiting the EMD. The bidder granting the request will not be required/ permitted to modify the bid.


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13. The bidder may modify or withdraw his/her bid after bid submission provided that written notice of the modification or withdrawal is received by the lessee prior to the deadline prescribed for submission of bids.
14. Bids withdrawn after the opening of the technical bid will result in the forfeiture of bidder's EMD.
15. During evaluation of the bids, the lessee may at his discretion, ask the bidder for clarification of its bid.
16. The results of the evaluation of the technical bids along with the date of opening of the financial bids will be communicated to the qualifying bidders online on the CPP Portal itself. The lessee may at his option choose to open the financial bids immediately after the opening and evaluation of the technical bids.
17. The Courts of India at Kolkata will have exclusive jurisdiction to determine any proceeding in relation to this contract.
18. Any misleading or false representation in the bid documents will lead to disqualification of the bidder at any stage.
19. The bidder should submit Annexure-I (Instructions to bidders), Annexure-II (Terms & Conditions), Annexure-V (Technical datasheet), Annexure-VI (Tender Acceptance Letter), Annexure-VII (Letter of Offer), duly signed on all pages and copy of Affidavit from owner or Power of Attorney holder to the effect that the premises offered on rent is free from all encumbrances along with the Technical Bid (Annexure-III).
20. The Financial/Price Bid undertaking (annexure-IV) should be submitted separately with duly filled in Financial/Price Bid proforma (Annexure-V).

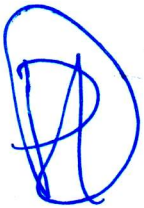
Read and accepted
Name & Designation
With stamp (if any) of
Bidder or Authorized
signatory

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ANNEXURE-II

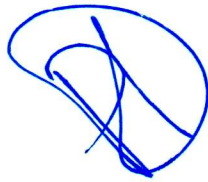
Part-A- Terms & Conditions (General)

1. The terms and conditions shall form part of tender to be submitted by the bidder to the Additional Director General of Foreign Trade, Kolkata (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. **The Additional DGFT, Kolkata, 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 Central Procurement 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. 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. Misrepresentation/Violation of any of the above instructions will make the EMD liable to forfeiture.
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 Corporation Commissioner 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 Lease Agreement.
8. The bidder is required to enter into Lease Agreement in the prescribed format approved by the Central Government (SLA).
9. The bidder shall quote expected amount of rent per month for the premises being hired in the financial bid. **However, acceptance of rent will be subject to the issuance of "Fair Rent Certificate" by CPWD as per the procedure laid down by the Govt.**
10. No security deposit or advance rent shall be paid.
11. Electricity and water bills as per actual consumption shall be borne by the Department.



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12. The rate of rent finally approved by CPWD is not liable for revision and will be fixed for a period of 03(three) years.
13. Lessee 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 Lessee.
14. Tender is likely to be rejected because of non-fulfilment of any of the terms stated in tenderdocuments.
15. 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.
16. Tender committee constituted by the Additional DGFT, Kolkata, reserves the right to reject all or any tender without assigning any reason thereof.
17. Lessee reserves the right during the lease period/extended lease period to carry out further suitable alterations by way of partitions, office fixtures, fittings, etc. for the effective use of the office space hired.
18. **The offer should remain valid for six months.** During the validity period of the offer, the bidder should not withdraw / modify in the terms of area and price and other terms and conditions quoted in Technical or Financial Bids. The bidder is required to submit an undertaking on non-judicial stamp paper of requisite value duly signed by legal owner or hispower of attorney holder that the bidder shall not back out / cancel the offer / offers made to the Additional DGFT, Kolkata during the validity period.
19. 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 Critical Date Sheet in Tender Inviting Notice.
20. Proper time will be given by the lessor to the lessee for carrying out necessary fixtures and fitments for making the office space as per requirements of the lessee. The time period for which this fixtures and fitments will be decided mutually keeping in view the existing furniture/fixtures being offered (if any) and whether the said are as per the requirements of this office. **No rent will be paid for such time during which the alterations/fitments/fixtures are being carried out to make the office operational initially.**




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Annexure-III

Part-B: Terms & Conditions (Technical)

1. The space 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 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 of a commercial nature and for exclusive use by the department. **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 office space should preferably be in an area that is future ready in terms of IT facilities, approach, connectivity, parking, etc. The premises should have proper connectivity and easy access with the local transport.
4. The building which offers office space should be well maintained adequately ventilated, naturally lit and the building should be a covid-19 compliant building with proper documentary evidence and should be equipped with all the necessary precautions required for covid as per Govt. norms.
5. No broker/property dealer should apply for the e-tender.
6. The area offered should preferably be for exclusive use i.e. entirely for the usage of this Department. The area offered should be ready to be occupied.
7. The area surrounding the building and approach road leading to the building should not be congested and the front road / approach road should be wide enough. 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.
8. If required, the owner/landlords will allow the lessee to construct cabins/partitions, conference 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. 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.


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9. The layout of the offered space should be suitable for Govt. office as per CPWD guidelines.
10. The offered Premises should have installed Air Conditioning facility.
11. The building should have adequate toilets facilities separately for ladies and Gents on the floor of the proposed area. The building should have lift facility, if consisting of more than one floor.
12. The building should have facilities like ramp etc. for differently abled persons supported with documentary evidence.
13. The building should adhere to the fire safety norms prescribed & conform to the fire-fighting norms and should be supported with adequate documents from the competent authority.
14. There should be proper security services arrangement in the building.
15. The building in which space is offered should have easy and convenient approach and having adequate parking space (preferably covered parking space). **Free parking of atleast 25 cars should be provided in the same building offered for hire.**
16. The building should be in ready to use condition within two months from the date of communication of bid acceptance letter, with electricity, water, sewerage, fire-fighting equipment 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.
17. 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, separate water meter and sewerage connections 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 water supply, electricity and sewerage shall be paid by the O/o The Addl. Director General of Foreign Trade, Kolkata.
18. 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 and proper power backup facility should be there.
19. 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

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सहायक निदेशक (राजभाषा)

Assistant Director (OL)

अपर महानिदेशक विदेश व्यापार, का कार्यालय

O/o. Additional Director General of Foreign Trade.

4, एस्पलाडे ईस्ट, कोलकाता-700069

4. Esplanade East, Kolkata-700069

handing over the premises. This would obviate any wastage of time and lead to smooth running of the office right from day one.

20. 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.
21. The building should be under proper maintenance and having all the general facilities viz: permanent arrangement for adequate supply of potable water and sufficient water for toilets, wash-basins, housekeeping, other cleaning purposes etc on 24 x 7 basis.
22. 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. The maintenance charges as applicable monthly shall be paid for the same by the Department.
23. Painting of the premises including front and back verandahs (if any), 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 Additional DGFT, Kolkata will be carried out by the owner / landlord periodically (At least once every year). In case the owner/ landlord fails to do so, the Additional Director General of Foreign Trade, Kolkata, 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.
24. All statutory clearances and permissions required for construction/modification/ additions/alterations and leasing of the premises to the O/o The Additional Director General of Foreign Trade, Kolkata shall be obtained by the owner/ landlord at his own cost.
25. Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of the Additional Director General of Foreign Trade, Kolkata. The registration charges, stamp duty for registration of lease deed to be borne by both the parties equally.
26. Carpet area measurements : The carpet area measurements shall be the area or the premises which is covered but excluding the following:
 - (a) Wall and columns
 - (b) Portico/canopy
 - (c) Sanitary shafts/toilets
 - (d) Stair cases
 - (e) Bon Louvre
 - (f) Lift walls
 - (g) Air conditioning ducts
 - (h) Balcony
 - (i) Portion below the window sills

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- (j) Lofts
(k) Parking space whether covered or not
(l) Open terrace.
27. 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 of 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 premises.
28. Lease Rent - Rate per sq. ft. on Carpet area: The carpet area rate shall be inclusive of basic rent except Municipal taxes, Property tax, GST etc. as applicable. **The rent will be paid from the date of taking possession of the premises.** The lessor may specify such additional taxes as applicable like Municipal taxes, property tax and GST etc. separately and the same will be paid other than the monthly lease rent. Lease rent for every month is payable by 10th of next month.
29. 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 lessee 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 lessee for the purpose of better amenities and carrying on its function effectively. But the Lessee 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.
30. 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, DGFT, Kolkata 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 lessee would be liable to repair the damage so caused, normal wear & tear is however excepted.

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31. 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.
32. 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 Additional Director General of Foreign Trade, Kolkata 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.
33. 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.
34. 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.
35. In the event of the owner/landlord deciding to sell the demised premises during the period of tenancy or at the expiration of the same he shall in the first instance offer them to the lessee at the lowest price which he is prepared to accept for them and the lessee shall within one calendar month from the date of receipt of such offer may accept or reject such offer.
36. **Before accepting Technical Bid, all the documents and space/Building shall be inspected by a committee authorized by the Additional Director General of Foreign Trade, Kolkata 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 as mentioned in Annexure-II and III.**
37. 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.
38. If the demised premises at the time during the said terms or any extension thereof damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God and be not

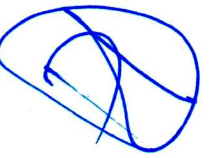
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caused by the acts or neglect or fault of the lessee, then in such case it shall be optional with the lessee to determine the lease or to retain occupation of the demised premises, if the lessee so desires without any diminution of rent hereby reserved.

39. 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.
40. 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, and 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 lessee liable to do any repairs of any kind to the demised premises.
41. 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 full expenditure incurred by the lessee from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process. In such case the EMD shall be confiscated.
42. 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.
43. Finalization of rent based on location and quality of construction and age of the building is subject to certification by CPWD / Hiring Committee and final approval/sanction by the Government of India as per rules framed in this regard. The assessment of reasonable rent will be done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC)/Fair Rent Certificate. The rent shall be paid as per the RRC or as quoted by the bidder, whichever is less, by the Institute to the successful bidder.
44. Renewal of lease agreement is also subject to certification by CPWD / Hiring Committee and final approval/ sanction by Government of India as per rules framed in this regard. Bidders may note that no increase in rental charges will be allowed during the initial five (05) years of the agreement period. If lease is extended beyond five years, renewal of rent would be as per Fair Rent Certificate given by the CPWD and rate mutually agreed upon between the parties.
45. All disputes lie within the jurisdiction of Kolkata. All disputes in connection with the

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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 Kolkata only.


(Deepak Kumar Panda)
Assistant Director

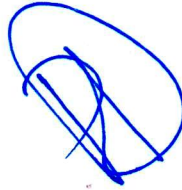
O/O The Additional Director General of Foreign Trade, Kolkata



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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. Maintenance of green area and potted plants.



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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

Additional Director General of Foreign Trade
4 Esplanade East, Kolkata-700069

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 word format (available with online tender- Annexure-X) excluding GST.

Yours faithfully

Name & signature

With stamp (if any) of Bidder or Authorized Signatory

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ANNEXURE-V**Technical Datasheet**

**Subject: TENDER FOR HIRING OF OFFICE PREMISES FOR THE OFFICE OF
ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, KOLKATA.**

TECHNICAL BID

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

Sl. 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.	Status of the bidder (Individual/Partnership Firm/Company/Society/Any other (Specify)	
3.	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.	Contact details of the owner (if different from bidder)	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. With STD code, including Mobile Number	
7.4	Fax Nos. with STD code	
7.5	Correspondence E-mail address	
8.	Details of the building/office space offered	
8.1	Location & address of the property offered	

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ANNEXURE-IV

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

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From: (Full name and address of the Bidder)

To

Additional Director General of Foreign Trade
4 Esplanade East, Kolkata-700069

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 word format (available with online tender- Annexure-X) excluding GST.

Yours faithfully

Name & signature

With stamp (if any) of Bidder or Authorized Signatory

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8.2	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 Sq ft.)	
8.3	Total carpet area of the building permanent structure, along with floor	
8.4	Net Carpet Area offered for rent (excluding basementcovered Parking) Net Carpet Area means area of premises less toilets, passage, wall/columns, staircases, verandah, lobby, balcony, kitchen ,portico, sanitary, shafts, lift arches, air-conditioned ducts, lofts etc.	
8.5	Details of Open area (open parking space, innerroads, garden, etc.	
8.6	Total built up area covered area (total of all floors) (excluding underground g covered parking areas)c (in Suf.)c. Also give the built-up area of each floor/ covered structure	
8.7	No. of built up rooms available in the buildingoffered	
8.8	Covered parking area (garages, underground parkingetc.), if any	
8.9	Total covered area of the building Total built-up area of the building Total Carpet area available in building Total Net Carpet area available in building(in Sq ft.)	
9.	Have you enclosed the following documents along with your offer?	
9.1	Documentary proof in respect of ownership of building.	
9.2	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).	
9.3	Is building having office use only or residential useonly or having mix use, as per permissible laws by competent authority/civic body? Please specify and enclose copy of the relevant document.	
9.4	Proof/certificates regarding absence of any encumbrances/claims and legal or other disputes	
9.5	Proof in support of payment of all taxes, duties, dues regarding payment of water, electricity charges etc.	
9.6	Location map depicting distance (in Kms) of the offered property/building from Airport .	
9.7	Distance of the property from Howrah RailwayStation .	


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9.8	Distance of the property from Esplanade BusStation	
9.9	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.	
9.10	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).	
9.11	Any other relevant documents (Please specify)	
10.	Further general details relating to the Building/Location.	
10.1	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.	
10.2	Whether the proposed building/property is physically vacant and available "Ready To Occupy"?	
10.3	Whether it is an independent building for exclusive use by the Additional DGFT, Kolkata, 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 if any	
10.7	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation.	

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10.8	Whether all Govt. Dues including property tax, electricity, telephone, water bills, etc., if any, have been duly paid up to date? (enclose documentary proof for the same)	
11.	Further technical details relating to the building	
11.1	If the building already has rooms /partitions, give details of each of the room/cabin in terms of its size, specifications.	
11.2	Details of any other temporary structure(s)/built up area, if any, within the campus of the property offered	
11.3	Parking space for cars / vehicles available (please note that offer will be considered only if the owner / bidder allows free parking for atleast 25 cars preferably within the same building campus, at one place, under his ownership). Public parking places on road or any other nearby public area will not be considered for this purpose. Details of covered / underground parking space (if any) and open parking space may be indicated separately.	
11.4	Please specify details of toilet/washroom facilities (Gents/Ladies) available on floor offered for rent.	
11.5	Please specify details of fire safety and security measures provided in the offered building with documentary evidence.	
11.6	Complete details of the air conditioning offered whether centrally air-conditioned or rooms / halls on floor offered for rent fitted with split ACs or window ACs. Year of installation, type of ACs/plant and their numbers may be indicated in details	
11.7	Please mention whether the premises are energy efficient. If so, specify details.	
11.8	Please mention the slab height from the finished floor level. It should be minimum 5 meters.	
11.9	Please mention the column to column distance.	
11.10	State whether electrical tapping is provided at each floor.	
11.11	Please state whether separate ducts for the communication cables have been provided.	
11.12	Please state whether air handling units have been provided at each floor as per the floor size	
11.13	Whether there are electrical rooms at all the floors? If not, whether builder will build the electrical room at all floors?	


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11.14	What is the shape of the floor plate being offered? Preference will be given to rectangular or square floor plate. Please provide a floor plan showing the proposed space as close as possible meeting the requirement. The final floor area will be confirmed prior to possession subject to joint physical measurement.	
12.	Whether the owner/bidder is willing to undertake basic maintenance in terms of painting, white washing etc. before occupation by the Additional DGFT, Kolkata if required, at his/its cost.	
13.	Reinstatement- At the end of the lease term or any renewal thereof, The Additional DGFT, KOLKATA shall not be required to reinstate the premises.	
14.	Building Management- Please provide full details of the building management company including its ownership structure and whether the management service is in house or outsourced	
15.	Electricity- 1.5 KVA/100 Sq. ft. would be the minimum electrical load for internal office consumption, which would be procured by the Owner/bidder.	
16.	Signage- The Additional DGFT, Kolkata requires the right to use its logos and graphics at the entrance to its premises and within the premises. The Additional DGFT, Kolkata shall also be provided 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.	
17.	Whether notarized affidavit stating that the premises offered should have necessary construction approval/clearances and have all type of licenses/permissions required from Central/ State Government/Local Bodies.	
18.	Whether, layout plan as mentioned in the terms and conditions of Tender/Offer Document have been attached	
19.	Any other detail /information which the bidder owner may wish to furnish.	

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

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O/o. Additional Director General of Foreign Trade

4 एस.एन.ई. ईस्ट, कोलकाता-700069

authorized power of attorney. Any other cutting or use of white ink should be duly attested by the bidder.

The Additional DGFT, Kolkata reserves the right to reject incomplete tender or in the event of any of the particulars being found to be incorrect.

The criteria for Technical Evaluation of the bidders are as follows:

S.no	Parameter	Max Marks	Weightage	Max. Marks *Weightage
1.	Location	100	0.40	40
2.	Infrastructure (Fixtures And furniture at the Site/Building quality)	100	0.20	20
3.	Age of Building	100	0.10	10
4.	Space offered exclusively	100	0.30	30
	Total (Max marks)	400	1	100
Whether to add free parking space and other parameters in this				

Each of the bidders will be evaluated on the above mentioned parameters and accordingly the evaluation committee will submit the report granting marks to each of the bidder, the marks will be: **Sum of S.no. 1 to 4 (Max Marks* Weightage) against each bidder.**

The minimum qualifying marks may be capped at 40% of total maximum marks i.e. 40. The bidders may be said to be technically qualified if the score is (Greater than or equal to) ≥ 40 .

The financial bids of only those bidders will be opened who score a minimum of 40 marks. The final selection will be the L1 bidder amongst the technically qualified bidders.

In case of tie, the bidder with higher technical score will be given priority.

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..... solemnly declare to the best 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.)

दीपक कुमार पण्डा
DEEPAK KUMAR PANDA
सहायक निदेशक (राजभाषा)
Assistant Director (OL)
अपर महानिदेशक विदेश व्यापार, का कार्यालय
O/o. Additional Director General of Foreign Trade
4, एस्प्लानाड ईस्ट, कोलकाता-700069
4. Esplanade East, Kolkata-700069

Tender No. 02/2023-24

ANNEXURE-VI

TENDER ACCEPTANCE LETTER

To

**The Additional Director General of Foreign Trade
4 Esplanade East, Kolkata-700069**

Subject: Acceptance of Terms & Conditions of Tender for "Hiring of Office Premises for Additional DGFT, Kolkata"

Tender Reference No:02/2023-24

Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender from the website(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

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ANNEXURE-VII

LETTER OF OFFER

From: (Full name and address of the Bidder)

To

Additional Director General of Foreign Trade
4 Esplanade East, Kolkata-700069

Sub: Offer for premises for office of the Additional DGFT, Kolkata, on lease/rental basis-submission of bid- reg.

Sir,

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 along with 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 /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.

Date:

Yours faithfully

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

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ANNEXURE-VIII

INSTRUCTIONS FOR ONLINE BID SUBMISSION

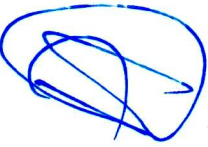
The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 
1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

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2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" " area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

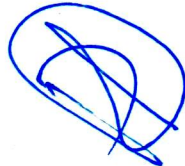
SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the

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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.

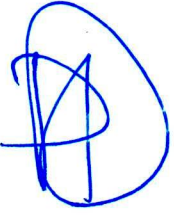
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the 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 online, 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.



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ASSISTANCE TO BIDDERS

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



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ANNEXURE – IX

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

LEASE AGREEMENT/SLA FORMAT

AN AGREEMENT MADE DAY OF TWO THOUSAND TWENTY THREE between... herein after called 'The Lessee' (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 acting through the Additional Director General of Foreign Trade, Kolkata (hereinafter referred as 'THE GOVERNMENT OF INDIA' or 'Lessee') of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:

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

2. The lease shall commence/shall be deemed to have been commenced* on the.....Day of Two Thousand Twenty Three and shall, subject to the terms hereof, continue for a term ofyear(s) with an option to extend the period of lease for a further term as set out in clause 14 hereof.

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

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause II hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be

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responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.

5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.

6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.

7. All existing and future rates, taxes including property tax, assessment charges and other outgoings 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 rate as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India shall be as determined by the Central Public Works Department of the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

8. The Government of India shall pay all charges in respect of electricity power, light and water, used on the said premises during the continuance of these presents.

9. The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Government of India in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the Government of India may cause the repairs specified in the notice to be executed at the expense of the Lessor and the cost thereof may, without prejudice to any other mode of recovery, be deducted from the rent payable to the Lessor.

10. The Government of India may, at any time during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office, fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of India who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal

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thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

11. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes, not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof.

12. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

13. The Lessor agree with the Government of India that the later 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".

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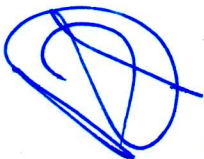
15. The Government of India shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.

16. Any notice to be made or given to the Government of India under these present or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the.....on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of Post.

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

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

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



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Draft

THE SCHEDULE 'A' REFERRED TO ABOVE

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

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings

IN WITNESS WHERE OF THE OFFICIAL SEAL OF has
been affixed in the manner herein after 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)

Deputy Director General of Foreign Trade, Kolkata

In presence of

Witness


- 1.
- 2.

and by the Lessor in presence of

(Signature)

Name and address of the Lessor

Witness


DEEPAK KUMAR PANDA
सहायक निदेशक (विदेश व्यापार)
Assistant Director (OL)
भारत महाविदेशिक विदेश व्यापार, कोलकाता
C/o. Additional Director General of Foreign Trade
& Esplanade इस्ट, कोलकाता-700069
& Esplanade East, Kolkata-700069

Tender No. 02/2023-24

1.

2.

(In case the Lessor is a company)

Firm or Society Address.....

For and on behalf of

Having authority to sign on behalf of the Lessor.....vide resolution dated.....
of.....

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

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Assistant Director (OL)
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