

Tender Reference No: 1059/13AG dated 13.11.2019

SURVEY OF INDIA



Tender Document
For
HIRING OF OFFICE ACCOMMODATION
ON LEASE / RENTAL BASIS

OPEN TENDER No.: **1059 /13-AG**

Dated: 13/ 11 /2019

Bid submission End date: 16 /12 /2019(16:00 Hrs)

Cost of Tender: Rs. Nil

OFFICE OF THE DIRECTOR

ASSAM & NAGALAND GEO-SPATIAL DATA CENTRE

SURVEY OF INDIA

NIDHI BHAWAN 2nd FLOOR

LALMATI, GUWAHATI (ASSAM)-781029

Website: www.surveyofindia@gov.in

(Pages 22 Nos.)

**OFFICE OF THE DIRECTOR
SURVEY OF INDIA
ASSAM & NAGALAND GEO-SPATIAL DATA CENTRE
SURVEY OF INDIA
NIDHI BHAWAN 2nd FLOOR
LALMATI, GUWAHATI (ASSAM)-781029
OPEN TENDER No. 1059 /13-AG dated: 13 -11 -2019.
**Notice Inviting Open Tender for “Hiring of Office Accommodation
on Lease / Rental Basis”****

Open Tenders are invited from the legal owners/ power of attorney holders, for hiring of office accommodation(as detailed in the tender documents) for **Office of the Technical Block (ASSAM & NAGALAND GDC), Survey of India, Guwahati**, in the preferred location mentioned in the table given below on long term basis.

Type of Office	Preferred Location	Approximate Net Carpet Area (in Sq. Ft.)
Central Govt. Office - Technical Block (ASSAM & NAGALAND GDC), Survey of India,	Within the limits of Guwahati Municipal Corporation	4000 Sq. Ft. (Approximate Carpet Area)

Note : Net carpet area means area of premises less toilets, passage, walls/columns, stair cases, verandah, lobby, balcony, kitchen, portico, sanitary shafts etc.

DATA SHEET

Name of the Hirer	Govt. of India, Ministry of Science and Technology, Survey of India, Directorate of ASSAM & NAGALAND GDC, Guwahati.
Tender inviting Authority	Director, ASSAM & NAGALAND GDC, Guwahati.– 781029
Tender Name	Hiring of Office premises for Technical Block (ASSAM & NAGALAND GDC), Survey of India, Guwahati.
Tender Fee	Rs. Nil
Availability of Tender Documents	Available from the official Website of Survey of India, www.surveyofindia.gov.in
Period of Hiring	For 5 (Five) Years

1. The details of space requirement, terms & conditions and other documents are outlined in the Annexures as under:

- | | | |
|--------------------|---|----------------------------|
| (a) Annexure-I | : | Tender Acceptance Letter |
| (b) Annexure-II | : | Instructions to Bidders |
| (c) Annexure-III | : | General Terms & Conditions |
| (d) Annexure-IV | : | Technical Bid |
| (e) Annexure-V | : | Financial Bid |
| (f) Annexure-VI | : | Letter of Offer |
| (g) Annexure – VII | : | Lease Agreement |

2. **Document Downloading:** The interested bidders may download the tender Documents from the website www.surveyofindia.gov.in. The Bidder having any doubt / query regarding the tender document may consult the office.

CRITICAL DATE SHEET

Bid submission End Date	16.12.2019; 1600 hrs
Technical Bid Opening Date	17.12.2019; 1000 hrs
Financial Bid Opening Date	24.12.2019; 1000 hrs

3. **Bid Submission:** All the bidders are requested to submit the Technical & Financial bids duly filled in with relevant information supported by relevant documents in **two separate envelopes** duly sealed and super scribed on the envelopes in bold letters as ‘TECHNICAL BID’ & ‘FINANCIAL BID’. Both these Technical & Financial Bids are to be kept in an envelope duly sealed and super scribed as “Open Tender for Hiring of Office Accommodation at Guwahati” and to be submitted to the following address by Speed post. Tenders may also be submitted by dropping in Tender Box kept in the Office premises at Lalmati, Guwahati.

DIRECTOR
SURVEY OF INDIA
ASSAM & NAGALAND GEO-SPATIAL DATA CENTRE
SURVEY OF INDIA
NIDHI BHAWAN 2nd FLOOR
LALMATI, GUWAHATI (ASSAM)-781029
Phone No: 0361-2302771
E-mail: assam.gdc soi@gov.in

- 3.1 The tender shall be submitted in two parts viz. (i) Technical Bid and (ii) Financial Bid along with other documents as mentioned in the tender notification.
- 3.2 Bidder who has downloaded the tender from website www.surveyofindia.gov.in shall not tamper / modify the tender form. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and Bidder is liable to be banned. **All the pages of bid being submitted must be signed by the bidder / their authorized representative irrespective of nature of content of the document before submitting.**
- 3.4 Conditional tenders, late tenders, tenders incomplete or not meeting all the tender conditions specified herein will be rejected. **This office reserves the right to accept or reject any tender in part or full or without assigning any reasons thereof.**
4. **Earnest Money Deposit (EMD):** An EMD of Rs.2,000/- (Rupees Tow Thousand only) shall be submitted by bidders by Demand Draft drawn on any **Nationalized Bank** payable at **Guwahati**, drawn in favour of the **“CDDO, A&N GDC, Survey of India, Guwahati”**. (DD to be submitted in original along with the Technical Bid). EMD will be returned to all the unsuccessful bidders at the end of selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in the biddocuments are found to be incorrect or false during the tender selection process. No interest shall be paid on the EMD and EMD of selected bidder will be returned within 30 (Thirty) days **after the lease Agreement is signed.**
5. **Tender Fee: Nil**
6. **EMD** submitted after the opening of Technical Bid or Tenders not accompanied with EMD 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 website www.surveyofindia.gov.in regularly till closing date of submission of tenders for any corrigendum / addendum / amendment.
8. Technical Bids will be opened as per date / time as mentioned in the Critical Date Sheet of Tender. After evaluation of technical bids, bidders will get the information regarding their eligibility / pre-qualification. The scheduled date / time of visit of the site will be intimated to them.
9. In the event of any of the above mentioned date 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.

10. **The Bidder/s shall quote rates for the space to be rented only as “Rate quoted per month” (in both words and figures).** This rate shall be inclusive of all taxes. 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.
11. In case a particular bidder owns more than one premises and wishes to submit bids in respect of those premises, he/she should submit separate bids containing Technical Bid, Financial Bid and EMD in respect of each premises.
12. The Director, A&N GDC’s right to accept or reject any bid wholly or partly is reserved.
13. All disputes lie within the jurisdiction of Guwahati Court only.

The last date for receipt of Bids is ...16.12.2019 ; 1600hrs

-sd-
DIRECTOR
SURVEY OF INDIA
ASSAM & NAGALAND GEO-SPATIAL DATA CENTRE
SURVEY OF INDIA
NIDHI BHAWAN 2nd FLOOR
LALMATI, GUWAHATI (ASSAM)-781029

ANNEXURE – I
TENDER ACCEPTANCE LETTER

To

DIRECTOR
SURVEY OF INDIA
ASSAM & NAGALAND GEO-SPATIAL DATA CENTRE
SURVEY OF INDIA
NIDHI BHAWAN 2nd FLOOR
LALMATI, GUWAHATI (ASSAM)-781029

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER FOR “HIRING OF OFFICE ACCOMMODATION FOR TECHNICAL BLOCK A&N GDC, SURVEY OF INDIA, GUWAHATI”– REGARDING.

Sir,

Tender Reference No: _____

1. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender from the website(s) namely www.surveyofindia.gov.in as per your advertisement.
2. I/We hereby certify that I / We have read and understood the entire terms and conditions of the tender documents (including all documents like Annexure(s), Schedule(s), etc.), which form part of the tender document and I / We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too, have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
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 is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization 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,

(Signature of the Bidder / Authorized Representative with Office Seal)

ANNEXURE – II
INSTRUCTIONS TO THE BIDDERS

OPEN TENDER FOR “Hiring of Office accommodation for Technical Block (A&N GDC), Survey of India, Guwahati”

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 Director, A&N GDC, Survey of India, Guwahati, as the case may be, 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, may modify the bidding document by a written amendment and the amendment which will be binding to all the bidders shall be available on www.surveyofindia.gov.in
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 carpet area required as indicated area wise is as follows.

Type of Office	Preferred Location	Approximate Net Carpet Area (in Sq. Ft.)
Central Govt. Office Technical Block (A&N GDC), Survey of India	Within the limits of Guwahati Municipal Corporation	4000 Sq.Ft (Approximate Carpet Area)

7. In case of particular bidder owns more than one premises and he/she wishes to submit bids in respect of those premises, he/she should submit separate bids containing technical bid & financial bid in respect of each premises.
8. The Technical Bid by the bidder shall include the documents as mentioned in Annexure – IV of the Tender.
9. 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.
10. In case of co-owners / joint owners, the bid documents i.e. technical bid and financial bid, should be signed by all the co-owners / joint owners. In case any one of the owners chooses to sign the bid documents on behalf of all co-owners / joint owners, he should invariably submit an authorization to do so from the remaining owners.

11. The financial bid should comprise of the lease rent component and should be submitted strictly as per the form prescribed in Annexure – V.
12. **The rate should be quoted on lumpsum basis per month for the quoted accommodation.** There should not be any over-writings. The rate should be expressed both in words and figures.
13. The **Financial Bid** should contain the rate per month payable by the lessee without any other taxes statutory charges to be paid to the Central / State Government and / or any other authority / local body. All such other taxes / statutory charges / levies etc. shall be borne by the lessor only.
14. 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.
15. 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 granting the request will not be required nor permitted to modify the bid.
16. During evaluation of the bids, the lessee may at his discretion, ask the bidder for clarification of its bid.
17. 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. The lessee may at his option choose to open the financial bids immediately after the evaluation of the technical bids.
18. In case the bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid and Financial Bid covers separately (even though the deviations are not material). It must be ensured that the price related deviations are not indicated in the Technical Bid cover in any manner.
19. The Courts of India at Guwahati will have exclusive jurisdiction to determine any proceeding in relation to this contract.
20. Any misleading or false representation in the bid document will lead to disqualification of the bidder at any stage.
21. The **Technical Bid** should be submitted by the bidder as per Annexure – IV duly enclosing all the relevant documents i.e., Annexure – I (Tender Acceptance Letter), Annexure – II (Instructions to Bidders), Annexure – III (General Terms & Conditions), Annexure – VI (Letter of Offer), duly signed by the bidder on all pages.

Read and Accepted

Name & Signature with Stamp (if any) of
Bidder or Authorized Signatory

ANNEXURE – III

OPEN TENDER FOR HIRING OF OFFICE ACCOMMODATION ON LEASE / RENTAL BASIS

GENERAL TERMS AND CONDITIONS

1. No alterations should be made in any of the contents of the bid document. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this part are liable to be ignored.
2. No bid will be considered unless and until all the pages / documents comprising the bid are properly signed (and stamped) by the person(s) authorized to do so. In case some of the pages are not signed due to oversight, the Hiring Committee constituted by the Director, A&N GDC, Survey of India, Lalmati, Guwahati, at its discretion may allow the bidder to sign the documents and submit them in person before opening of the financial bids.
3. After opening of the Technical Bids and before evaluation of the same, the Hiring Committee shall inspect the premises and ascertain its suitability for the purpose of setting up of the office and as per technical specifications as provided by the bidder. In case the Hiring Committee finds the premises not suitable for the purpose of setting up of the office, the technical bid submitted by such owner will not be evaluated and the financial bid of the owner will not be opened. Once the premises are inspected, the technical bids of the qualified bidders will be evaluated, and the result thereof will be intimated to the Bidders. The financial bid of the successful bidders will be opened on the scheduled date after evaluation of technical bids, by the bid openers. The bidders will be informed regarding the status of their financial bid and ranking of bidders. The decision of the Hiring Committee in this matter will be final.
4. In the event of bid being accepted, the quotations submitted in the financial bid will be incorporated into the lease agreement. The successful bidder should sign the Lease Agreement in the prescribed format approved by the Central Government (SLA) and the instructions to Bidders (Annexure – II) and General Terms & Conditions (Annexure – III) shall also form part of the lease agreement.
5. All conditions in the tender document will be enforced unless the bidder / lessor obtain written order of the **lessee** relaxing any specific condition in any specific instance.
6. The **lessee** will not make any security deposit or advance of lease rentals or any brokerage or any other advance payment.
7. Lease rentals will be paid to the lessor on monthly basis calculated for every completed calendar month. The lease rental for a particular month will normally be paid before the end of the subsequent month.
8. The lease rental shall be subject to TDS as per the provisions of the Income Tax Act in force and also as per the GST Act, as applicable.
9. The contract shall come into force from the date when the premise is handed over to the **lessee**.
10. (a) The rent proposed by the lessor shall be inclusive of cost of any amenities provided in the building by the lessor, periodical / annual maintenance of the building etc.
(b) The rent proposed by the lessor or as fixed by the CPWD / as per the negotiation with the lessor, whichever is less will be accepted / fixed.
(c) The lease agreement in the first instance shall be valid for a period of five years after which it can be extended with mutual consent for further periods of 5 years at a time.
(d) The lease rental shall be liable to revision during the period of lease or renewal, if any, after the expiry of five years from the start of the lease or revision of the rent, provided that such revision shall not exceed 8% per annum of the rent payable at the time of such revision, or rate fixed by CPWD, whichever is lower.

11. Any change in the ownership of the premises shall be notified forthwith by the lessor to the **lessee** in writing and such change shall not relieve the succeeding owner of liabilities under this contract.
12. The hired premises shall be put to use by the **lessee** for any official purpose as it deems fit.
13. The lessor shall be responsible for carrying out any major / minor repairs, civil including plumbing or electrical. In case the lessor fails to attend to such repairs the **lessee** will get the repairs done and the amount will be deducted from the lease rent.
14. The **lessee** shall be responsible for paying the charges for consumption of water.
15. The lessor shall be responsible for payment of property tax and other municipal taxes applicable.
16. Notwithstanding anything in the terms and conditions, the **lessee** shall enter into agreement with the lessor in respect of the premises mentioned in the bid only after getting the necessary approvals from the appropriate authorities as per the existing rules of the Government.
17. The carpet area of any floor shall be the covered floor area worked out excluding the portions as mentioned in the Technical Bid (Annexure – IV).
18. The carpet area will be determined as per the measurement to be made by the authorized personnel of the **lessee** in consultation with the lessor taking into consideration the exclusions mentioned in para 19.
19. The premises should preferably be located within the limits of Guwahati Municipal Corporation, Guwahati.
20. The accommodation offered should be in a good locality and in a building fit for office use either in the same floor or with continuous floors and located on the well connected main road.
21. The Building shall be **legally approved for commercial / office use** and must meet the building norms prescribed by the appropriate Govt. Authority with regard to fire safety, disaster management, Structural stability etc.
22. The space offered in the building should have separate electricity and water connections, both commercial. Sufficient wiring and meters should be in place to take up electricity load of the premises. The building should have suitable power load sanctioned **from the Government**.
23. There should be sufficient covered **as well as open parking space** as per the norms for commercial buildings. **In any case**, adequate parking space (atleast 03 vehicles (Four-wheeler) & 25 vehicles(Two-Wheeler)) should be available for Government Vehicles and Visitors' Vehicles. The location should be in an area convenient for office use and should be easily accessible.
24. The building offered should be ready for occupation at the time of submission of tender by the lessor.
25. The building should be secure enough to protect the government property.
26. The lessor will provide the necessary arrangements for the continuous and regular supply of water, drinking as well as for other use, throughout day and night. If required, the lessor will provide electric motor and pump of required capacity as suggested by the lessee. All maintenance charges in this connection except actual electrical consumption shall be borne by lessor. Water consumption charges / bills of Municipality will be borne by the lessee. The lessor shall provide sanitary urinals, toilets, hand-wash basin, towel rails etc. as per the Lessee's requirement exclusively for Lessee's use.
27. Distempering of the building, polishing / oil painting of the wood and ironwork will be carried out by lessor once in three years. Whenever necessary, the lessor will carry out tenable repairs to the premises. If the lessor fails to do this, the lessee will have right to carry out the repairs and recover the cost from the lessor or from the rent payable to lessor.

28. The lessee has the right to vacate the leased premises any time before expiry of the lease period after giving three months' notice.
29. The offer of tender shall remain valid for six months. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of area and price and other terms and condition quoted in the Technical or Financial bids.
30. All the pages of the tender document should be signed by the owner or his authorized power of attorney should be submitted correctly. Any other cutting or use of white ink should be duly signed by the bidder.
31. The tender will be acceptable only from original owner of the building or person having valid power of attorney.
32. The particulars of amenities provided / proposed to be provided inside the property / building complex should be clearly furnished in the Technical Bid. The Technical Bid is required to be submitted along with certified copies of **approved drawings** from respective Municipal Corporation of the given concerned authorities or any other competent authority, certified copy of Land Deed and latest Municipal Tax payment Receipts. Technical Bids received without these documents are liable to rejection without any reference to the party whatsoever. Originals of these documents / certificates shall be produced for verification, if required, at the time of execution of Lease Agreement.
33. All existing and future rates, taxes, insurance fee including public liability insurance, property taxes, assessment charges and other outgoings whatsoever of description in respect of the said premises payables by the owner thereof, shall be continued to be paid by lessor.
34. The lease agreement will contain an undertaking that the lessor shall not during the period of the lease agreement transfer, mortgage, sell or otherwise create any interest in the premises leased affecting lessee's right of occupation and any of the terms of the lease without the consent of the lessee.

Read and Accepted.

Name & Signature with Stamp (if any)
of Bidder or Authorized Signatory

ANNEXURE – IV

TECHNICAL BID FOR HIRING OF OFFICE ACCOMMODATION

Sl.No.	Particulars	Details (please tick / fill up with relevant answers wherever required)
1.	Full particulars of the legal owner/s of the premises: (make separate entries if owners are more than one)	
	(i) Name	
	(ii) PAN	
	(iii) Office address & Telephone No.	
	(iv) Residential address & Telephone No.	
	(v) Mobile No.	
	(vi) Tele Fax (if any)	
	(vii) E-mail	
2.	Status of the owner (individual / Partnership Firm / Company / Society / Any other (specify))	
3.	(In case the bid is not submitted by the legal owner)	
	(i) Full particulars of person(s) offering the premises on rent / lease	
	(ii) Relationship with the legal owner (enclose power of attorney also if the applicant is other than owner)	
4.	Status of the bidder (Individual/Partnership Firm / Company / Society / Any other (Specify))	
5.	Complete Address and location of the Building	
6.	Type of Building (Commercial / Residential / Mixed use)	
7.	Details of premises / Building (Overall)	
	(i) No. of floors in the building	
	(ii) In case the premises offered is in part of multi storied building having other tenants, specify the floor(s) in which the premises offered for hire is situated	
	(iii) In case of other tenants, details of each tenant viz. name & purpose of hiring	
	(iv) Year of construction	
8.	Particulars of occupancy certificate. Enclose attested / self – certified copy of occupancy certificate issued by Competent Authority in case of building whose construction is completed.	

9.	In case of buildings under construction, the same should be submitted within 30 days of communication of acceptance of bid.		
	Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes / dues or like		
10.	Whether Municipal permission to construct premises obtained? (enclose copy of the approved plan / drawing)		(Yes / No)
11.	Type of Flooring:		
	(i)	For Carpet Area	
	(ii)	For Common Area	
12.	Covered parking area and also open space for vehicle parking available exclusively for the Department (in sq.ft) / No. of vehicles for which parking is available for Deptt.		
13.	Whether willing to carry out additions/alterations / repairs as per specifications / plan given by the Lessee		(Yes / No)
14.	Other facilities and amenities available in the building.		
15.	Clearance / No objection Certificate from all the concerned Central / State / Municipal Authorities and Fire Department for use as Office / Commercial conforming the municipality laws		(Yes / No)
16.	Whether running water, drinking and otherwise, available round the clock?		(Yes / No)
17.	Whether separate water meter installed		(Yes / No)
18.	Whether Bore well installed		(Yes / No)
19.	Whether separate toilets for ladies and gents are provided		(Yes / No)
20.	Whether separate electricity meter installed		(Yes / No)
21.	Sanctioned Load of Electricity meter (KVA)		(Yes / No)
22.	Whether electrical installation & fittings, Power Plugs, switches of ISI make provided		(Yes / No)
23.	Mention whether additional electricity load / 3 phase electricity connection, if required by the lessee will be provided at your cost		(Yes / No)
24.	Details of power backup facility with load		
25.	Whether the premises is ready for occupation (Yes/No). If not, the date by which it would be ready for occupation after necessary approvals		
26.	Whether bidder agrees to provide annual maintenance, if required as per terms & conditions of the tender, at his own cost		(Yes / No)
27.	Any other salient aspect of the building, which the owner / bidder may like to mention or additional facilities / infrastructure being provided inside the premises being offered on hire		
28.	Any other information		

List of Enclosures:

Name & Signature with Stamp (if any)
of Bidder or Authorized Signatory

ANNEXURE – V
FINANCIAL BID

1.	Name & Address of the applicant with Phone Nos.	
2.	Status of the applicant with regard to Building / Accommodation offered for hire i.e, by the owner or power of Attorney Holder	
3.	Full Particulars of Owner:	
	(i) Name	
	(ii) Business Address(es) with Telephone / Mobile Nos.	
	(iii) Residential Address(es) with Telephone / Mobile Nos.	
	(vi) Tele Fax No.	
	(v) PAN Card (Photo copy to be enclosed)	
4.	Total Monthly Rent (in INR) for the quoted accommodation / premises. The rent will be inclusive of all taxes to be borne by the landlord as per terms and conditions of the Tender.	
5.	Rent for providing other facility (if any) e.g generator etc. Please specify separately	

List of Enclosures :

Name & Signature with Stamp (if any)
of Bidder or Authorized Signatory

ANNEXURE – VI

**Offer for Hiring of Office of the Technical Block (A&N GDC),
Survey of India, Guwahati**

From

To

THE DIRECTOR
SURVEY OF INDIA
ASSAM & NAGALAND GEO-SPATIAL DATA CENTRE
SURVEY OF INDIA
NIDHI BHAWAN 2nd FLOOR
LALMATI, GUWAHATI (ASSAM)-781029

Sir,

Subject : Offer for Office of the Technical Block (A&N GDC), Survey of India, Guwahati-Reg.

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

1. Technical Bid (Annexure – IV), duly signed alongwith signed copies of Tender Acceptance Letter (Annexure – I), Instructions to bidders (Annexure – II), General Terms & Conditions (Annexure – III), documents mentioned in Annexure – III and IV and Letter of Offer (Annexure – VI)
2. Financial Bid (Annexure – V) duly signed.

Yours sincerely,

Date:

Name & Signature with Stamp (if any)
of Bidder or Authorized Signatory

ANNEXURE VII
LEASE AGREEMENT

AN AGREEMENT MADE ON.....

-BETWEEN-

(1)

....., (hereinafter called The Lessor) in the One part.

-AND-

The **PRESIDENT OF INDIA**, represented by **The Director**, Assam & Nagaland GDC, Survey of India, Nidhi Bhawan,
2nd Floor, Lalmati, Guwahti-781029, Dist Kamrup, Assam (hereinafter called The Lessee/Govt. of India) 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 take on lease the land, hereditaments and premises known astogether 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 be deemed to have been commenced on the.....and shall, subject to the terms hereof, continue for a term of five years with an option to extend the period of lease for a further term as set out in Clause 14 thereof.

3. The Lessee shall, subject to the terms hereof, pay gross rent monthly for the said premises at the rate of **Rs./- (Rupees only)** per month for the period of/..../2020 to/..../2025 which includes Municipal 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 determination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the five years from the start of the lease or revision of the rent provided that such revision shall not exceed 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Government of India shall upon the expiry of the term hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixture and fitting in as good a condition as received, fair wear and tear, damage by fire, Acts of God, riots or other civil commotion, enemy action and / or other causes not within the control of the Government of India expected, **PROVIDED THAT THE GOVERNMENT OF INDIA** shall not be responsible for any structural damage which may occur to the same during the term 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 determined to the interest of land lord.
6. The Government of India shall not have the right to sub-let the whole or any part or parts of the said premises but shall be responsible for 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 herein above.
7. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover- additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of building subject to portion of building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India shall be as determined by the Central Public Works Department of the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice to 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 electric power, light and water used on the said premises during the continuance of these presents.

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9. The Lessor shall execute necessary repairs usually made to the 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 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 building 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 expiry of the terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the Government of India excepted or at its option pay compensation in lieu thereof **PROVIDED FURTHER** that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

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.

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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 for any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.
13. The Lessor agrees with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.
14. If the Government of India shall be desirous of taking a new lease of the said premises, after the expiry 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, agreement and conditions as in the present agreement including the present covenants for renewal.
15. The Government of India shall be entitled to terminate the lease at any time by 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 presents 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 Director**, Assam & Nagaland GDC, Survey of India, Nidhi Bhawan, 2nd Floor, Lalmati, Guwahti-781029, Dist. Kamrup, Assam 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 Government of India through the Post by registered letter addressed to the Lessor at their last know 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 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 communication 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 Arbitrator and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at Guwahati. The arbitration proceedings shall be conducted in Hindi/English/Assamese. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purpose of this clause, the officer mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of the Govt. 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.

THE SCHEDULE 'A' REFERRED TO ABOVE

All that the premises with the sq meters floor of the building known as '.....' in the city of Guwahati which building bears Municipal No. and is situated on plot/ land bearing Dag No. and patta No. /..... and is bounded on or towards East by on or towards West by on or towards North by on or towards South by

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings

IN WITNESS WHEREOF THE OFFICIAL SEAL OF Director, Assam & Nagaland GDC, Survey of India, Guwahti-781029, has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the President of India on the day and year first above written by Director.

(Signature)

For and on behalf of the President of India

In presence of:

Witness: 1. _____

2. _____

and by the Lessor in presence of

(Signature)

Witness: 1. _____

2. _____

**CHECKLIST OF DOCUMENTS TO BE SUBMITTED AT OFFICE OF THE DIRECTOR, ASSAM
& NAGALAND GDC, SURVEY OF INDIA, NIDHI BHAWAN 2nd FLOOR, LALMATI,
GUWAHATI (ASSAM)-781029 BEFORE THE BID OPENING DATE / TIME AS MENTIONED
IN THE CRITICAL DATE SHEET**

Bid Reference: _____

BID CHECKLIST

Bidder is required to fill-up this checklist and enclosed alongwith the envelope containing the following:

Sl.No	Enclosures Description	Remark (tick “√” as applicable)
1.	Tender Fee	Nil
2.	Earnest Money Enclosed	(Yes / No)
3.	Tender Acceptance Letter (Annexure – I)	(Yes / No)
4.	Letter of Authorization to submit bid (if any)	(Yes / No / NA*)
5.	An undertaking that the Agency has not been blacklisted.	(Yes / No)

Encl: As above.

*NA – Not Applicable.