



**National Commission for Indian System of Medicine
New Delhi**

Tender Notice No.: Estt.-1/2022(NCISM) Dated 19.05.2022

TENDER/OFFER DOCUMENT

Hiring of Office Accommodation

For

**National Commission for Indian System of Medicine
&
National Commission for Homoeopathy**

**(Ministry of Ayush)
Govt. of India**

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Tender Notice No.: Estt.-1/2022(NCISM)

Dated 19.05.2022

To,

All the intending parties

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TENDER / OFFER DOCUMENT
(Terms and conditions)

**Subject: TENDER FOR HIRING OF OFFICE PREMISES FOR NCISM & NCH-
REGARDING-**

Dear Sirs/ Madams,

The National Commission for Indian System of Medicine & National Commission for Homoeopathy urgently requires, office space of approx. 35,000 & 25,000 sq. ft., respectively for which it intends to hire office space having a desirable Covered area of total 60,000 sq .ft. (excluding covered/underground parking area, if any) (only those parties having available ready to move approved commercial space of more than 60,000 sq.ft. Covered area in one building, need to apply) in Delhi for an initial period of 2 (Two)years for NCISM & 04 four year for NCH which may be renewed from time to time, if required by the NCISM & NCH. Preference would be given to premises situated in and around Dwarka sub- city and within the radius of Ten Kms. from its present office at 61-65, Institutional Area, opp. D Block, Janakpuri, New Delhi-110058.

2. The net covered area should be in a single independent building and consisting of minimum 60,000 sq. ft. Covered area, having an independent entrance and parking space, alongwith other requirements as mentioned below:-

- i. The tender will be acceptable only from the original owner of the building or the person having valid power of attorney.
- ii. The office premises should be legally free from all encumbrances. No legal disputes should be on the title of the property .If the property is owned by more than one person, then there should not be any kind of disputes between the co-owners and the title should be clear. The property should not be a break-up between different owners.
- iii. Only those bidder shaving APPROVED Commercial building as on the date of submission of the bid , need to apply.

- iv. The Building offered should be structurally sound and suitable for use as office with partitions, cupboards, toilets, lifts , complete air conditioning etc.in place / fully working condition within 90 days of award of tender. If the bidder fails to offer the premises suitable for office use within 90 days then a penalty of Rs.25,000/- per day will be levied till the possession of the premises duly completed in all respects and ready for possession.
- v. Payment of rent shall commence w.e.f the date of taking over possession of the fully furnished/operational building/space.
- vi. The Building offered should be located in Delhi with preference given to location near Dwarka sub-city and the existing NCISM & NCH Offices situated at Jawahar Lal Nehru Bhartiya Chikitsa Avam Homoeopathy Anusandhan Bhawan, 61-65, Institutional Area, D- Block Jankapuri New Delhi-110058, and, should be well connected with public transport, preferably the metro rail network within a radius of 500 metres.
- vii. There should be natural lighting in the campus/compound.
- viii. There should be provision of sufficient water for toilets, wash basins, housekeeping, other cleaning purposes etc.
- ix. The building should be Centrally Air Conditioned.
- x. The building should have requisite fire safety measures and security measures with NOC as per legal requirement. The building should be free from any hazards and surroundings which make it harmful for human occupation.
- xi. The building should meet all other safety norms like earthquake resistance, flood etc. required under the law. The property should be insured against all type of damages during the entire period of contract.
- xii. The net Covered area should be in a single independent building and the floors offered for rent in a multi-store yed building should be contiguous.
- xiii. It should have sufficient provision of lifts of reputed make if the space offered is on upper floors.
- xiv. The premises should have suitable power supply for commercial operations.
- xv. Uninterrupted power supply/ backup for all essential services, working spaces and common area lighting.
- xvi. There should be adequate open space for installation of additional generators (if required)and provision for connecting them to the power supply lines.

- xvii. It is desirable that the building should have free dedicated parking facilities for 70 Cars and 100 scooters. Earmarked parking exclusively for the NCISM /NCH will be further desirable.
 - xviii. All building services such as lifts ,power supply with 100% power backup, plumbing, sewerage system, Telephone connectivity shall be fully operational at the time of possession of the space by the bidder.
 - xvix. With regard to the running and maintenance of lift / escalators, HVAC (Heating, ventilation, and air conditioning) chillers/ Diesel gensets/High Tension/Low Tension transformer sand other similar installations etc., the rate offered by the bidder should be inclusive of comprehensive AMC(Annual maintenance contract) which includes spare parts etc. That may be required to change for smooth running of equipments during the lease period.
 - xxii. The building should have provisions as required under the "Rights of persons with Disability Act, 2016" for creating barrier free environment for persons with disabilities.
 - xxiii. Maintenance: The bidder shall provide all the maintenance services i.e 24 Hours Security, lift, AMC, 100 % Power Back up, full building insurance, Common area lighting, common area sweeping, cleaning & maintenance, elevation cleaning periodically, entrance lobby maintenance , parking maintenance , common area rest room maintenance.
3. The contract will be awarded to the best suitable evaluated bidder selected in accordance to the Evaluation Criteria mentioned in the Tender Document whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document and also subject to certification by CPWD/Rent Negotiation Committee and final approval/sanction by the NCISM /NCH as per the rules framed in this regard.
4. The intending parties should send their proposal/bid addressed to the NCISM, The bid is to be submitted in two parts-Technical and financial bid. The Technical and Financial bid proforma have been placed as Annexure'A' and 'B' respectively to the accompanying tender document.
- 4.1 The offer/ bid must be valid for a minimum period of 1year reckonable from the date of opening of financial bid. However based upon the requirement/situation, the validity

needs to be extended for a mutually agreed further period as per request of the NCISM/NCH.

4.2 The 'Technical Bid' must be accompanied with an interest free Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rs. Ten Lakhs Only) in the form of Bank Draft/ Bankers Cheque in favour of Secretary NCISM. The EMD will be refunded to the unsuccessful bidders within 30 days after the completion of evaluation process.

4.3 The EMD of the bidder shortlisted for selection shall be retained till the validity including extended validity of the offer or handing over the possession of the building (in case of approval by Competent Authority) whichever event is later. It may be noted that the EMD is liable to be forfeited in case the bidder withdraws his offer within the validity/extended validity period or even after expiry of validity/extended Validity period (if the approval of the Competent Authority has been communicated within such validity/extended validity period) but before handing over of the possession or during the time allowed for provisioning of partitioning, lighting, air conditioning, fire fighting system, data /network/communication and electrical cabling etc as per the requirement/specification given by the NCISM/NCH but before/without handing over of the building or refusal to undertake the required work as the case may be.

4.4 The tender document can be obtained on payment of Rs.2,000/- (Rupees Two Thousand Only) by way of Demand Draft in favour of Secretary, NCISM, on any working day between 10:30AM and 1:30PM or alternatively it can be downloaded from the official website at www.ncismindia.org or www.nchindia.org. In case the tender document is downloaded from the website, a non-refundable tender fee of Rs.2,000/- (Two Thousand Only) is to be paid by way of demand draft in favour of Secretary, NCISM New Delhi at the time of submission of the duly filled tender application. The office may be contacted at office 61-65, Institutional Area, Janakpuri D Block, New Delhi-110058.

on working days (MONDAY TO FRIDAY) between 10:30AM to 5:30PM for any query.

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

a. Offer letter (duly signed and stamped)

- b. This Tender/offer Document (duly signed and stamped on each page) in token of acceptance of Terms & Conditions mentioned therein.
- c. Technical Bid in Annexure 'A' (duly signed and stamped on each page).
- d. Other documents as detailed in the Technical Bid i.e. Annexure 'A' (duly signed and stamped on each page).
- e. Any technical bid with misrepresentation of facts or incomplete details or without mandatory documents or any offer for an incomplete premises will be summarily rejected and their technical evaluation will not be done. Tender applications/ documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected without doing their technical evaluation.

6. The procedure for submitting Bids is mentioned below:-

- a. For technical bid, documents at para 5 above with all other required documents (duly signed) as well as the EMD of Rs.10,00,000/- (Ten Lakhs Only) should be submitted in a sealed envelope (Envelope-I), superscripted as "TECHNICAL BID FOR OFFICE ACCOMODATION for NCISM AND NCH."
- b. Financial bids should be submitted in another separate sealed envelope (Envelope-II), superscripted as "FINANCIAL BID FOR OFFICE ACCOMODATION for NCISM AND NCH."
- c. Both the aforesaid sealed envelopes (I & II) should be placed in another larger envelope which should also be properly sealed. This envelope should be superscripted as: "Tender for Hiring of office space for NCISM AND NCH."

Important Note:-

- i. The bidder should refrain from indicating the rents and other financial details in the technical bid and if they do so, the bid will be rejected in as much as the envelope containing the financial bid shall not be opened.
- ii. Any deviation from the above procedure (e.g. putting together of Technical and Financial bids in the same cover, non submission of requisite documents, non sealing of envelopes) shall lead to rejection of bid document ab-initio.
- iii. In case of any ambiguities regarding any of the terms/criteria mentioned in this tender documents, the decision of the Tender Evaluation Committee in this regard would be final and binding on all the stakeholders.

7. The bid document should be dropped along with the offer letter in the locked sealed Tender Box placed in the office of NCISM latest by 27.05.2022 up to 11:00 AM Hours. The Tender Box will be opened at 11:30 hours on the same in the Conference Room of the Office of the NCISM or at any other pre-notified suitable place for technical Bids only in the presence of all such bidders who wish to be present. Only those bids that fulfill the criteria of EMD (Earnest Money Deposit) and total minimum Covered area offered for rent will be shortlisted for further processing.

The Financial Bids of those who qualify on evaluation of technical bids by the Evaluation Committee would be opened later, the date of which will be intimated to the qualified bidders separately.

8. After opening the Technical Bids and before opening of the Financial Bids, the Evaluation Committee will first screen the offers and shortlist the premises qualifying the norms mentioned in the tender documents. Physical inspection of the shortlisted premises covered by the tendered bids may be carried out by the Evaluation Committee to verify whether the offer complies with the technical specifications or otherwise. Evaluation Committee will there after assign marks to the shortlisted premises based on the norms mentioned in the Evaluation Criteria.
9. In case the technical bid is found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the property or original evidence for lodgement of deed with any bank/financial institution along with proof of identity of the owner before the financial bids are opened. Original documents shall be returned after decision is taken to open Financial Bids or otherwise.
10. Each complete bid or offer will be awarded marks on the predefined criteria by the Evaluation Committee entrusted with the job of Technical Evaluation of the bids. The opening of financial bids shall be dated on at a later date. The Financial bids of only those offers will be opened which are shortlisted after assessing the suitability of the accommodation, terms and conditions offered, compliance to technical specifications, verification of their credentials and other liabilities. Any bid or offer securing less than total 70 marks in the technical evaluation will not be shortlisted for opening of financial bids/offer. The shortlisted bidders will be notified about the date and timing of opening of financial bids, who may wish to present for the same at the given address.

11. The rent proposed to be charged per square feet per month on the Covered area should be inclusive of property tax and/or any other similar tax/cess / duties etc. to be paid to various authorities and should be indicated in the financial bid. However, amount of such property tax and/or any other similar tax/cess /duties and Service Tax/GST as per the presently applicable rate should be indicated separately in the financial bid also. It may be noted that the stamp duty and registration charges in respect of the lease deed (if any payable) will be paid /borne by the lessor.
12. The premises offered should preferably be handed over to move condition and the owner of the premises will have to hand over the possession of premises within 90 days of the receipt of the approval by the Competent Authority.
13. The offer should be valid for a minimum period of 1(One)year from the date of opening of financial bid extendable for further period if so required by the NCISM/NCH
14. It should be noted that generally no negotiations will be carried out with any of the bidders. However, if the Department feels that the lease rent quoted is higher then it may enter into negotiation only with the short-listed bidder and negotiate the lease rent and other terms & condition.
15. Payment of rent shall commence w.e.f the date of taking over possession of the fully furnished/operational building/space. No Earnest Money or Security Deposit or advance rent will be given by the NCISM/NCH to the owner of premises. However, the NCISM/NCH will give on advance payment of one months equivalent rent of the premises, to the bidder which will be refunded to the NCISM/NCH after termination of lease agreement .
16. The premises offered for rent should be fit for office use and must have the approval/ clearance from all concerned Central/State Government Departments / Local Authorities/ Municipal Corporation/DDA/ Fire Department etc. as may be necessary by the Local Authorities for using the building as Govt. office and should be legally free from all encumbrances.

17. In technical evaluation, preference shall be given to building of new construction, furnished Plug and Play office buildings having independent parking space.
18. The Bidder should be ready to abide by the rules in this regard and submit the information desired by the concerned authorities. The lease deed including renewal deed will be executed on the prescribed Standard Lease Agreement approved by the Govt. of India.
19. All the details and documents mentioned in the tender form must be submitted. A tender having incomplete details/ documents or mis representation of facts is liable to be rejected. The Evaluation Committee may also call for any additional details/ documents from the bidder, if required. The bidder, before submitting The tender, should satisfy himself about correctness and authenticity of the details and Completeness of the documents submitted. Submission of wrong or incomplete details /documents would render the tender document invalid.
20. Shortlisted bidder shall be required to sign a blank prescribed Standard Lease Agreement as a legal requirement in token of having accepted the terms & conditions thereof. In addition a duly filled up prescribed proforma with all details/documents for fair rent assessment by CPWD shall also be submitted by the shortlisted bidder. This will however not confer any right of financial claim to the bidder and it will not be an approval of the Competent Authority for hiring. The agreement shall be signed initially for a period of 02 (Two) years for NCISM & 4 years for NCH extendable for as further period as per requirement. However the lease period will be for 09 years The original copy of the lease document shall be retained by the hirer.
21. Monthly rent should be quoted on lump-sum basis for the entire area (covered/area including main building, other permanent structure, covered/under ground parking as well as open parking area, open space like garden, inner roads etc.) for the initial agreement period of 02 (Two)years for NCISM and 04 (four) year for NCH in the Financial Bid. The applicable taxes must also be indicated separately in the financial bid. Bidders may note that no increase in rental charges per month will be allowed

during the initial period of 03 (Three) years of the Agreement. If lease is extended beyond 03(Three) years, percentage of increase in rent would be @ 15%.

22. The monthly rent will start as and when possession of the building is taken over by the NCISM/NCH with all services in place and made operational. The rent shall be paid as per the lease agreement. Deduction of tax at source will be made as per applicable law.
23. The NCISM & NCH shall pay all charges in respect of electric power, light and water used on the said premises during the lease period as per the prevailing rates on actual basis.
24. The cost of installation and repair & maintenance of civil/electrical installation including Air Conditioning Plant, Power backup(generator sets), lifts and common areas (if any) etc. will be the responsibility of the bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables items will be done by the NCISM & NCH.
24. The running /maintenance of lifts/escalators, HVAC chillers/Diesel gensets /HT/LT transformers and other such utilities /services with requisite manpower for operation shall be the responsibility of the owner/bidder when provided by him. The bidder should make sure that the Lifts, generator set etc. and other such utilities/services work smoothly during the period of contract and requisite AMCs have been awarded to reputed vendors.
25. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of NCISM & NCH . If the bidder fails to do so, Rs.500/- per complaint shall be recoverable/ deductible from the monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs.500/-per minor complaint from the monthly rent.
26. The department at the time during the lease period/extended Lease period may make or ask for temporary alterations like partitions, office fixtures and fittings etc. to suit the requirement.

27. (a) Signage-The NCISM & NCH requires the right to use its logos and graphics/signage or display board/ bill board etc. at the entrance to its premises and within the premises including rooftop or any other place of the building. NCISM & NCH shall also be provided signage in the elevator lobby on the leased floor (s) and in the building lobby.
- (b) Satellite- The NCISM & NCH may require the option of installing a Satellite Dish, Microwave Tower on the rooftop/terrace of the building, at no extra cost, subject to government regulations, size, load of the Satellite antenna/ Microwave tower, at any time during the term of the lease at no extra rental or similar expenses. The NCISM & NCH will be responsible for installing at its own cost and expenses.
28. Terms & conditions given in this tender document are sacrosanct and shall be considered as an integral part of this offer /tender.
29. The NCISM & NCH reserves the right to amend any or all terms and conditions, as it Deems necessary in accordance to the provision of rule 173(iii)of GFR 2017.
30. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be at New Delhi .It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated /appointed by NCISM & NCH ,New Delhi. Apart from this, all legal matters/ issues arising out of the proposed contract shall be within the jurisdiction of Competent Courts at Delhi only.
31. Participation in the tender process does not entail the bidders any commitment from NCISM & NCH .The NCISM & NCH will not be liable for any damage/loss caused to the bidders due to tendering process. The NCISM & NCH reserves the right to reject any /all offers at any time, without assigning any reasons.

**Sd/-
Secretary**

Evaluation Criteria for Bid/offer

METHOD OF EVALUATION OF PROPOSAL FOR HIRING OF OFFICE ACCOMODATION ON LEASE BASIS

1. Evaluation Committee shall screen the offers received with reference to parameters given in tender documents.
2. Any technical bid with in complete details or without mandatory documents or any offer for incomplete premises will be summarily rejected and their technical evaluation will not bedone.
3. Tender applications / documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected without doing their technical evaluation.
4. Evaluation Committee will shortlist premises qualifying the norms mentioned in the tender documents.
5. Shortlisted premises shall be inspected by Evaluation Committee.
6. Evaluation Committee will give marks to the shortlisted premises based on the norms mentioned below:-

Criteria / parameters for Technical Evaluation of Bids:-

Sl. No.	Criteria	Basis of allotment of marks				Maximum Marks	Range of Marks
1	Separate Independent/ dedicated entrance and separate/dedicated lifts for the use of NCISM & NCH approach / Open spaces	Criteria	Separate Independent/ dedicated entrance	separate/dedicated lifts	Availability of minimum 800 sq.mts. of open green space	15	0 - 15
		Any one	5				
		Any two	10				
		All three	15				
		None	0				
2	Width of road where property is situated	Width of road		Marks	10	0 to 10	
		< 2 meters		0			
		2 to 3 meters		2			

		3 to 6 meters	6				
		> 6 meters	10				
3	Age of the building /construction as per the date of completion certificate.	The award of marks will be as under:-		15	0 to 15		
		Age of building	Marks				
		< 5 years	15				
		5 to 10 years	10				
		10 to 20 years	5				
		> 20 years	3				
4	Size of total area offered for rent in single Independent building for exclusive use by the NCISM & NCH Without sharing with any complex	The award of marks will be as under:-		6	0 to 6		
		%age of area offered	Marks				
		>95%	6				
		80%-95%	4				
		60%-80%	3				
		40%-60%	1				
		<40%	0				
5	Placement of internal Partitions in the proposed space	The award of marks will be as under:-		6	0-6		
		Type of Internal Partition	Marks				
		Space with complete partitions as per NCISM & NCH requirements as per the Infrastructure Manual	6				
		Space with partial partitions as per Department's requirements as per the Infrastructure Manual.	3				
		Space with partitions Not covered by above	0				
		Canteen Room	1				
		Dedicated Toilets	2				
		Dedicated R.O. Drinking Water	2				
		Conference Room (In addition to the carpet area offered for rent).	2				
		Maintenance Rooms (FMS Room)	1				
		Dedicated Parking Spaces For Two wheelers	2				
6	Availability of dedicated /exclusive car parking facilities in the building and number of parking	Free dedicated Parking space equal to or in excess of ECS norms inside the space available marks building covered by (2 types)				10	0 to 10

9	Motorable distance from the Janakpuri, New Delhi office- 61-65, Institutional Area, Janakpuri, D-Block New Delhi-110058 Lesser distance will attain higher marks.	The award of marks will be as under:		28	0 to 28
		Distance from Janakpuri existing office (in Kms)	Marks		
		Upto 10	28		
		Greater than 10,upto 12	23		
		Greater than 10,upto 12	18		
11	Walking distance from Nearest public transport including Metro Stations	The award of marks will be as under:		10	0 to 10
		Distance (in meters)	Marks		
		Upto 400 mtrs	10		
		Greater than 400m to 600m	7		
		Greater than 600mto 700m	5		
		Greater than 700m to 1000 m	3		
		Greater than 1000mts	0		
Total marks out of 100				100	

LIST OF NCISM & NCH IN DELHI:

S.No.	Name and address of the building
1	NCISM- 61-65, Institutional Area, Janakpuri, D-Block New Delhi-110058
2	NCH - 61-65, Institutional Area, Janakpuri, D-Block New Delhi-110058

7. Each complete bid or offer will be awarded marks on the above criteria by the Evaluation Committee entrusted with the job of Technical Evaluation of the bids.
8. Any bid or offer securing less than total 70 marks in the technical evaluation will not be shortlisted for opening of financial bids/offer.
9. Financial bids of only those technically acceptable bids/offers would be opened who have secured at least 70 or more marks in technical evaluation.

10. The Date and time of the opening the financial bid for further evaluation and ranking shall be communicated ; shortly to the parties whose bids will be found technically acceptable.

11. Marks will be assigned to the each offer / bids which fulfils the basic criteria and found fit/technically qualified.
Example:-
 - Total marks100
 - Four premises/bids shortlisted after technical bidding who are found fit – A, B, C and D.
 - They get following marks in Technical evaluation.
 - A-78, B-70,C– 74 and D -65.

12. Financial bids of only those technically acceptable bids/offers would be opened who have secured at least70or more marks in technical evaluation. As per the above example, the financial bid of D will not be opened.

LEASE AGREEMENT

AN AGREEMENT MADE THIS _____ DAY _____ of Two Thousand and _____ between _____

_____ hereinafter called the Lessor (which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the PRESIDENT OF INDIA (hereinafter referred as THE GOVERNMENT OF INDIA or Lessee) of the other part. WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: 1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as _____ together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.

2. The lease shall commence/shall be deemed to have been commenced* on the _____ day of _____ one thousand nine hundred and _____ and shall, subject to the terms hereof, continue for a term of _____ year with and 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 15% per annum 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 NCISM/NCH shall upon the expiration of the term hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH 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 Government of India and such recovery shall be proportionate to the amount of taxes payable during the pendency lease. In case the said premises is portion of a building subject to 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 Lessor, additional tax payable by the NCISM/NCH shall be as determined by the Central Public Works Department of the Government 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 NCISM/NCH shall pay all charges in respect of electric 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 NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof provided further that the NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal.

"Provided that in the event of expiry of the term 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 the lessee."

"Provided further that the lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted."

15. The NCISM/NCH 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 NCISM/NCH 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 NCISM/NCH, 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 the 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 Arbitration. The sole arbitrator shall be appointed by NCISM/NCH.

The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at New Delhi. The arbitration proceedings shall be conducted in Hindi/English _____. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purpose of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the NCISM/NCH.

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 _____ The _____ floor of the building known as _____ in the city of _____ on plot/land bearing Survey Nos. _____ and is bounded on or towards _____ 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 _____ has been affixed in the manner herein after mentioned and the lease agreement has been signed for and on behalf of the Present of India on the day and year first above written by

(Signature)
For and on behalf of the President of India

In the presence of Witnesses:

1. _____
2. _____

(Signature)
Name & address of the Lessor

and by the Lessor in presence of Witnesses:

1. _____
2. _____

(In case the Lessor is a Company,
Firm or Society Add: _____

For and on behalf of _____ having authority to sign on behalf of the Lessor
_____ Vide resolution dated _____ of)

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

**REQUEST FOR ASSESSMENT OF RENT FOR PRIVATE
BUILDING TAKEN ON RENT FOR GOVERNMENT PURPOSE**

To,

The Executive Engineer (LF)
Office of the DDG (HQ),
Central Public Works Department,
Room No. 338, A-Wing,
Nirman Bhawan, New Delhi

The following building has been/will be taken on rent for the particulars of the same as under:-

S.No.	Details	Submission
1.	Name of the building with full address and its location	
2.	Full name of present authorized owner (Land lords/Ladies) of the property.	
3.	Purpose for which the building is being taken on hire and status of hiring department i.e. Ministry/Department/Attached Office/Subordinate Office/others.	
4.	Year of construction of the building as per records of UIT/Municipality/DDA/NDMC.	
5.	Date from which the building has been/will be hired by the hiring Deptt. for which the RRC is required.	
6.	Details of accommodation indicating area occupied/proposed to be occupied duly marked on approved drawing and signed by the owner and hiring office should be provided.	
7.	Whether site plan showing the position of plot has been attached including surrounding roads and location.	
8.	Whether the building on the plot is single storey only or has many floors e.g. basement, ground floor, first floor, second floor, garbage, servant quarters, cycle/scooter sheds, give details of the building plan, sections with dimensions and full scale size blue print (floor-wise covered area and permissible F.A.R. may also be indicated) to be signed by the Land Lords and hiring officer.	
9.	If any portion of the building is occupied by the officer or any other staff of the NCISM/NCH for his	

	use, full details may be mentioned and show on the drawing.	
10.	If any portion of the building on the plot is occupied by the landlord or any other tenant, full details may be mentioned and show on the drawings.	
11.	If there is any common portion or passage inside the building or outside but inside the plot is should be clearly indicated on the plan.	
12.	Has a Non-availability certificate been obtained from the Directorate of Estates, M/o UD, if so, give its number and date (.....copy to be enclosed).	
13.	State, if the Reasonable Rent Certificate was issued previously (if yes, reference number to be intimated).	
14.	Monthly rent demanded for the premises including House Tax (in words and also in figures).	
15.	Amount of House Tax paid for the previous financial year by the landlord (copy of receipt to be attached).	
16.	Whether the landlord will demand any other Taxes, if so, give details.	
17.	Category of land allotted by the land owing Authority. (Commercial/Institutional/Residential).	
18.	Whether the open land space has got full/partial utility for the staff. Give full details clearly.	
19.	Whether sanitary and water-supply installation have been provided or not.	
20.	(a) Whether the building is Air-conditioned. (b) Whether power back-up provided.	
21.	Whether building has been provided with fans in all rooms.	
22.	Whether the Fire Clearance Certificate/NOC from Chief Fire Officer obtained.	
23.	Any special provisions are existing in the building.	
24.	Whether the landlord will carry out the annual repairs and maintenance required in the building every year.	
25.	The hiring department while sending the proposal to CPWD for assessment of the rent would also send the lowest three offers of rent received by them from the owners of the premises without disclosing the identity of owners. Owner will be marked as A, B & C and their offers would be mentioned against them.	
26.	Remarks, if any.	

.....
SIGNATURE OF THE LANDLORD

.....
SIGNATURE AND DESIGNATION OF

THE OFFICER HIRING THE BUILDING

NOTES:

1. All columns of this form must be filled correctly type. No column should be left blank. Reply must be given in figures as well as in words where required. If there is any overwriting, it should be duly signed by the concerned officer.
2. It must be clearly understood that responsibility for acquiring accommodation, within the permissible area limit, rests, with the Deptt./Office hiring and using the accommodation.
3. The form along with copies of all the drawings (showing all the construction on the plot i.e. basement, ground floor, first floor, second floor, garbage, cycle/scooter shed etc. with sections and clear dimensions as approved by the local body) duly signed by the landlord and hiring officer should be sent to this office along with following documents:
 - i. Letter indicating rent demanded by the Landlord.
 - ii. Undertaking from the owner for carrying out annual repairs and special repairs every year.
 - iii. Undertaking from the owner about agreeing to enter into the Standard Lease Agreement (SLA), as approved by the Government.
 - iv. House tax receipt copy for the previous financial year/ the year from which revision of rent is desired.
 - v. Copy of Non-availability certificate from the Directorate of Estates, Ministry of UD.
 - vi. Copy of the previous lease deed of the department with house owner.All the above document should be sent duly countersigned by the Hiring Officer, competent to take on hire.

OFFER LETTER

To

The _____

Sir,

Sub: Hiring of Office premises for NCISM and NCH – Regarding-
Ref No. F. No. ESH.1/2022(NCISM) Dated: 19/05/2022.

With reference to your tender notice calling for offer for hiring of office accommodation for NCISM & NCH, I / We hereby submit my / our offer as follows:-

- a. Technical Bid : Annexure A (in separate sealed cover alongwith EMD of Rs.10,00,000/- and other documents) (Envelope-I)
- B. Financial Bid : Annexure B (in Separate sealed cover) (Envelope-II)

The two sealed envelopes containing technical bids and financial bids referred to above have been put in main envelope as required.

- 2. I hereby undertake to abide by various terms and conditions contained in your tender No. Estt.1/2022(NCISM) Dated: 19.05.2022 calling for offers. (Copy, duly signed, enclosed).
- 3. I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

Yours sincerely,

Signature and stamp of the
owner / bidder / authorized signatory
with complete name, address,
contact No.(s), including Mobile No.(s)
(also indicate the category in which
signing, whether on his own behalf
of as power of attorney signatory of the owner)

Annexure—'A'

TENDER FOR HIRING OF OFFICE PREMISES FOR NCISM & NCH

TECHNICAL BID

Location and address of the Property	
Total Covered area offered for Rent	

Sl. No.	Particulars	Remarks	Details by Bidder
1.	Name of person/party submitting the bid (hereafter referred to as the bidder); Permanent Account Number (PAN); whether assessed to tax and if so, particular thereof.	Attach authority with regard to Authorization for submitting the bid. Attach copy of PAN card.	
2.	Status of the bidder (Individual/Partnership Firm/Company/Society/ Any other (specify).	Incase of other than Individual, Attach proof of status.	
3.	Name of the person/party holding title to the property (here after referred to as the owner) Permanent Account Number (PAN); whether assessed to Tax and if so, particulars thereof.	Attach copy of the conveyance Deed to prove the ownership of person. Attach copy of PAN card.	
4.	Status of the owner (Individual/partnership Firm/	Incase of other than Individual, Attach proof of status.	

	Company/ Society/ Any other (specify).		
5.	Whether the bidder is himself the Owner of property offered on rent or power of Attorney/ duly Authorised signatory of owner (specify clearly)	Attach attested copy of power of attorney.	
5.01	Detail regarding experience of bidder/ owner in construction of building (if the bidder/owner are separate persons such details have to be given in respect of both)	Attach relevant proof.	
6.	Contact details of the bidder		
6.01	Name		
6.02	Complete Postal Address		
6.03	Telephone Nos. with STD code including Mobile Number		
6.04	Fax Nos. with STD code		
6.05	Email id of the person at Sl.No. 1 and any other responsible person.		

7.	Contact details of the owner (if different from bidder)		
7.01	Name		
7.02	Complete Postal Address		
7.03	Telephone Nos. with STD code, including Mobile Number		
7.04	Fax Nos. with STD code		
7.05	Email id of the person at Sl.No. 7 and any other responsible person.		
8.	Details of property offered	Give complete details of the Property offered for rent.	
8.01	Location & Address of the property	Give complete details of the property	
8.02	Land use of the property when	Give narrative and attach	

	Purchased and as on date	Document in confirmation. In case Of change of Land Use from original, furnish certificate for Change of Land Use.
8.03	Detail of allowed FAR as per Building Control Norms and Constructed Area.	Attach document. In case any extra area other than the allowed FAR has been constructed, Furnish details thereof.
8.04	Whether the area offered for rent is under the allowed FAR or not.	Give details/ certificate.
8.05	Year of construction of the building as per record of DDA / concerned Municipal Corporation.	Attach documents.
8.06	Date of issue of Completion/Occupancy Certificate issued by the Competent Authority, if applicable	Attach attested copy of Completion/occupation Certificate issued by the Competent Authority.
8.07	Details of construction. Whether the same is as per the permissible use or not.	Provide details/attach relevant documents.
8.08	Whether the property having "Commercial Use" to be used for office purpose is permissible by competent authority	Attach document to prove.
8.09	Whether the space offered for hire is situated in more than one floor of a property, if Yes, specify number of floors/area per floor.	Attach typical floor plan of the building highlighting the area offered for rent
8.10	Total covered area on each floor offered for rent(in Sq.Ft.)	Attach typical floor plan and Floor wise details
8.11	Total covered area(total of all floors) offered (excluding underground/ Covered parking areas)(in Sq.Ft.)	Give total area with floor wise details.
8.12	Total plot area of the property where office is offered(complete land area Including open spaces, constructed are within the boundary of property Offered on rent) (in Sq.Ft.)	Attach approved layout plan.
8.13	Open area (Unallocated Parking space, garden etc.)	Give details as per the Criteria of Evaluation of Technical bids

8.14	Whether parking space for car/vehicles is available. <u>Public parking spaces on road or any Other near by public area will not be counted for this purpose.</u> Details of covered/ underground parking space (if any)and open parking space may be indicated separately.	Give details as per the Criteria of Evaluation of Technical bids
8.15	Motorable distance of the property from NCISM/NCH, Jankpuri, New Delhi as per Google map	Attach Google Map showing distance
8.16	Motorable and walking distance from nearest existing Office of NCISM/NCH as per Google map	Attach Google Map showing distance
8.17	Walking distance from nearest public transport including Metro Stations as per Google map.	Attach Google Map showing distance
8.18	Width of road on which the property is located	Give details as per the Criteria of Evaluation of Technical bids
8.19	Whether Ramp at the Ground Floor is available for the disabled/divyangs?	Give details as per the Criteria Of Evaluation of Technical bids
8.20	Details regarding natural light and proper ventilation	Give details
8.21	Whether Municipal Assessment of property/house tax have been done. (enclose documentary proof for the same)	Attach documents.
8.22	Whether all government dues including property tax, electricity, Water bills etc. have been duly paid up to date. (enclose documentary proof for the same)	Attach documents. With regard to Municipal/ Property Tax, attach copy of relevant order and receipt for payment of tax.
8.23	Whether the property is physically vacant and available for immediate possession	Give details and undertaking.
8.24	Give number of parking space available for two wheelers.	Give details as per the Criteria Of Evaluation of Technical bids

8.25	Details of the toilet facilities, including disabled friendly toilets, available on each floor (give details of common toilet facilities as well as attached toilet facilities)if any.	Give details as per the Criteria of Evaluation of Technical bids
8.26	Number of passenger/ service lifts Available in the building. Also give details of capacity of each lift and number	Give details as per the Criteria Of Evaluation of Technical bids
8.27	Whether the building is centrally air conditioned. If yes give details	Give details
8.28	Whether suitable power supply for commercial operation is available.	Give details
8.29	Whether power backup provided. If yes give details including its capacity.	Give details
8.30	If not, whether adequate open space for installation of generator is available.	Give details
8.31	Any other facility which the owner/bidder may provide to Department in the proposed property Such as Canteen room, Dedicated RO drinking water, FMS room, Conference Room, Business Centre, Food Court, Gymnasium and other Facilities etc.	Give details as per the Criteria Of Evaluation of Technical bids
9.	Have you enclosed following documents along with this offer	
9.01	Copy of title of the property, its layout plan, duly approved by the competent authority/ Govt. as the case may be	
9.02	If bidding as power of Attorney of owner. Copy of duly constituted power Of Attorney. If bidding as authorized signatory of company/ partnership firm, copy of requisite Board Resolution/Authority letter etc.	

9.03	If the owner or the Power of Attorney company/ society etc. copy of partnership deed or Memorandum/ Articles of Association of the Company/ Registration Certificate/ Bye Laws etc. of the society, Board Resolution(If bidding as power of Attorney, copies of these documents of both the owner and power of Attorney need to be submitted)	
9.04	Any other relevant documents(please specify)	
10.	Further general details relating to the building/Location.	
10.1	Whether the property/building is free from encumbrances, claims, litigations etc.? If yes, attach copies of certificates. If not, give details of the nature and status of encumbrances, claims, litigations etc.	
10.02	Whether the building has dedicated and exclusive entrance and lifts for exclusive use by the NCISM/NCH without sharing with any other user?	Refer to the criteria for evaluation of Technical Bids.
10.03	Year of Construction, Specify whether the said building was given lease/hire or occupied earlier? If yes furnish details of vacation by the earlier lessee.	Refer to the criteria for Evaluation of Technical Bids.
10.04	Please specify the details of public transport facilities at the premises.	Refer to the criteria for evaluation of Technical Bids.
10.05	Whether proper access from road is available? Also specify clearly whether The premises are easily accessible for	Give details

	Heavy vehicles. Inform if any restrictions have been imposed by govt. or other authorities if any.		
10.06	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation	Give details...	
11.	Building management–Please provide full details of the building company (if any) including Ownership structure and whether the management service is in-house or outsourced.		
12.	Electricity-1.5KVA/100Sq.ft.would be the minimum electrical load for internal office consumption, would be procured by owner/bidder.		
13.	List of documents which are required in the above column but not enclosed with the technical bid.		

*Enclose documents whether required.

I have gone through the various terms and conditions mentioned in the tender documents And I agree to a bid by them. I son of Shri_____ solemnly declare to the best of my knowledge and belief, that the information given above and in the enclosure accompanying it, is correct, complete and truly stated.

Yours faithfully

Signature and stamp of the Authorized signatory

Name:

Designat

ion:

Place:

Date:

Annexure –'B'

TENDER FOR HIRING OF OFFICE PREMISES FOR NCISM & NCH NEWDELHI–Reg-

FINANCIAL BID

- A. Name of the party
B. Address (with Tel.No. & Fax No. and E-mail id))
C. PAN
D. Name & Address of the proprietor, Partners/Directors(with Mobile Number)

Sl.No.	Particular	NCISM (35,000 Sq.ft)	NCH (25,000 Sq.ft)
1	Name & address of the premises offered		
2	Covered area offered (in Sq.Ft.)		
3	Rate per sq.ft. per month inclusive of Municipal taxes/house tax or any other similar taxes/duties.		
4	Monthly rent quoted for the net covered area including all amenities and facilities and inclusive of Municipal taxes/house Tax or any other similar taxes/duties.		
5	Amount of Municipal taxes/house tax or any other similar taxes/duties payable in one year and included in above		
6	Maintenance Charges per month		
7	Service tax/GST as per present rate		

NOTE:-

1. Rates should be quoted separately for NCISM/NCH
2. Net covered area means built-up area.
3. Rate should be quoted in figure and words without any error or correction/overwriting. In case of any inconsistency between figures and words, the amount mentioned in words shall prevail.

Date:

Signature and stamp of the owner/ bidder/ authorized signatory with complete name, address, Contact No.(s),including Mobile No.(s) (also indicate the category in which signing, whether on his own behalf or as power of attorney signatory of the owner)