

TENDER NOTICE FOR HIRING OF OFFICE ACCOMODATION

The Commissioner for Linguistic Minorities in India, Ministry of Minority Affairs invites on behalf of the President of India, tenders for hiring suitable office accommodation having approximate carpet area of around 1500-2000 sq. ft. from the legal owners / power of attorney holders of suitable buildings for the Northern & Central Zonal Office of the Commissioner for Linguistic Minorities, Allahabad (U.P.) within the limits of Municipal Corporation of Allahabad (U.P.).

The amount of rent payable for the premises taken on lease will be as per the Government of India Guidelines and the same shall be fixed and paid in accordance with the Government of India instructions in force. Interested parties having clear title of the suitable property may obtain the tender details in person from the Section Officer, Office of the Commissioner for Linguistic Minorities, 40, Amarnath Jha Marg, Allahabad (U.P). **The last date of submissions of the sealed bids is 03.9.2015 up to 5.00 p.m. and the bids will be opened on 04.9.2015 at 10.00 a.m. on the aforesaid address.**

Assistant Commissioner, HQ I/C

कार्यालय हेतु किराये पर स्थान लेने के लिए निविदा सूचना

भारत के भाषाजात अल्पसंख्यकों के आयुक्त, अल्पसंख्यक कार्य मंत्रालय, भारत के राष्ट्रपति की ओर से इलाहाबाद नगर निगम (उत्तर प्रदेश) की सीमाओं के भीतर उपयुक्त भवनों के वैधानिक स्वामियों/मुख्तारनामा धारकों से भाषाजात अल्पसंख्यक आयुक्त के उत्तरी एवं मध्य आंचलिक कार्यालय, इलाहाबाद (उत्तर प्रदेश) के लिए करीब 1500–2000 वर्ग फीट के आसन्न फर्श क्षेत्रफल वाले उपयुक्त कार्यालय स्थान को किराये पर लेने के लिए निविदाएं आमंत्रित करते हैं।

पट्टे पर लिए गए परिसरों के लिए देय किराये की राशि भारत सरकार के दिशानिर्देशों के अनुसार होगी और इस राशि का नियतन एवं भुगतान भारत सरकार के प्रवृत्त अनुदेशों के अनुरूप किया जाएगा। उपयुक्त संपत्ति के स्पष्ट स्वत्वाधिकार वाले हितबद्ध पक्षकार अनुभाग अधिकारी, भाषाजात अल्पसंख्यक आयुक्त कार्यालय, 40 अमर नाथ झा मार्ग, इलाहाबाद, (उत्तर प्रदेश) से निविदा संबंधी विस्तृत ब्यौरा व्यक्तिगत रूप से प्राप्त कर सकते हैं। **सीलबंद निविदा-बोली प्राप्त करने की अंतिम तारीख 03 सितम्बर, 2015, 5.00 बजे अपराह्न तक है और निविदा-बोलियां उपर्युक्त पते पर दिनांक 04.09.2015 को प्रातः 10.00 बजे खोली जाएंगी।**

प्र० सहायक आयुक्त (मु०)

General Instructions of Tender

The tender consists of three parts-

(i) **Part A** (Terms and conditions & Format of Standard Lease Agreement (SLA), **Part B** (Technical bid) and **Part C** (Financial bid).

(ii) Parts B and C should be sealed in separate envelopes and super scribed in bold letters (a) Technical bid for hiring of office space for the Northern & Central Zonal Office of the Commissioner for Linguistic Minorities, Allahabad (U.P.) (b) Financial bid for hiring of office space for the Northern & Central Zonal Office of the Commissioner for Linguistic Minorities, Allahabad(U.P.). Both the envelopes should then be placed in "a single sealed cover super scribed "Tender for hiring of office space for the Northern & Central Zonal Office of the Commissioner for Linguistic Minorities, Allahabad (U.P.)".

(iii) Bids completed in all respects must be submitted at the Office of the Commissioner for Linguistic Minorities, 40, Amarnath Jha Marg, Allahabad (U.P.) on or before **03/9/2015** by 05.00 p.m. and acknowledgement be obtained.

(iv) Tenders (Technical Bid only) will be opened on **04/9/2015, 1000 Hrs.** at the Office of the Commissioner for Linguistic Minorities, 40, Amarnath Jha Marg, Allahabad (U.P.) in the presence of bidders / representatives of the bidders, if any. Financial bids of only those bidders whose technical bids are found valid, eligible and acceptable shall be opened at **04/9/2015, 1200 Hrs.**

Part A: TERMS AND CONDITIONS:

1. The Terms and conditions shall form part of tender to be submitted by the bidder to the Office of the Commissioner for Linguistic Minorities, 40, Amarnath Jha Marg, Allahabad (U.P.).
2. All columns in the tender document shall be duly filled in and no column shall be left blank. "NIL" or "Not applicable" shall be marked, where there is nothing to report. All the pages of the tender document shall be signed by the owner or his authorized power of attorney. Any other cutting or use of white ink should be duly attested by the bidder. The Commissioner for Linguistic Minorities reserves his right to reject incomplete tender or in the event of any of the particulars being found to be incorrect.
3. In case the space in tender document is found to be insufficient, the bidder may use additional sheet or pages to provide required particulars.

Contd....

4. Tender documents received in the Office of the Commissioner for Linguistic Minorities, 40, Amarnath Jha Marg, Allahabad (U.P.) after the due date and time i.e. **03/9/2015, 05.00** p.m. shall be liable to be rejected outright and no correspondence in this regard shall be entertained.
5. No tender will be accepted by fax, email, telex or any other such means.
6. The tender shall be acceptable only from the original owners of the space or from those having valid power of attorney. The space offered should be free from all encumbrances/claims/liabilities and disputes and litigation with respect to its ownership, lease /renting and pending dues etc.
7. Offers received from Government Bodies / Public Sector Undertakings / State Housing Boards etc. would be given preference.
8. The offered space should have separate electricity supply and having sufficient installed electricity load and water connection. If separate connection is not available, sub-meter etc along with wiring shall be got installed by the owner.
9. The building in which space is offered should have easy and convenient approach. The location should be in an area convenient for office use and should be easily accessible by public transport system.
10. The particulars of amenities provided/proposed to be provided inside the property / building complex should be clearly furnished in the Technical Bid.
11. The Technical Bid is required to be submitted along with certified copies of approved drawings from Municipal Corporation of Allahabad or any other competent authority, certified copy of Land Deed, Municipal receipts, and approved plan of building and copy of ownership of building. Technical Bids received without the said documents are liable for rejection without any reference to the party whatsoever. Original documents / certificates shall be produced at the time of execution of Lease Agreement.

Contd.....

12. The bidder is required to enter into Lease Agreement in the prescribed format approved by the Central Government (SLA) copy of which is enclosed for reference.
13. Maintenance of the building including premises is required to be undertaken by the owner.
14. The bidders shall quote expected amount of rent per month for the premises being hired in the financial bid. However, payment of rent will be subject to the issuance of Fair Rent Certificate by CPWD as per the procedure laid down by the Govt. No advance rent shall be paid by the department as per the existing policy.
15. No security deposit or advance rent shall be paid.
16. All corporation taxes, cess or any other taxes as applicable during the period of lease shall be borne by the owner however Service tax, if any paid by the owner shall be reimbursed by the department on actual basis along with the Electricity and water bills as per actual consumption shall be borne by the Department.
17. The rate of rent finally approved by CPWD is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of three 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.
18. Department shall pay common maintenance charges in proportion to the office area taken on lease by the department which shall also be based on the actual expenditure incurred towards maintaining common facilities viz. security, electricity, towards lighting of common spaces, running of generator etc.
19. No brokerage shall be paid by the Department.
20. The payment terms mentioned in the financial bid shall be strictly followed.

21. The office space should have all required electrical fixtures such as switches, power points, fans, lights etc..
22. Maintenance (civil, electrical, mechanical, plumbing including consumables etc.) shall be undertaken by the owner and the owner shall also carry out annual repair and maintenance every year. No additional charges shall be paid for the same by the Department.
23. AC ducting, false ceiling, light fittings, power sockets etc., should be provided as per design by the tenant.
24. Suitable common amenities like toilets, pantry etc., should be available which are in usable condition. The Department at its discretion may in addition run a canteen for the staff.
25. The offered space should be in a ready to use condition with approved electricity, water, sewerage connections etc., The electric power load available should also be indicated.
26. Flooring should be of by vitrified tiles/ marble/ granite of standard quality. The internal and external walls and ceilings should be properly painted with standard quality paint.
27. Department reserves the right to set up Invertors/Generator Sets and other additional electrical fittings in the premises/ common areas of the building as required from time to time for which the successful bidder shall facilitate such installations at no additional cost.
28. Tender is likely to be rejected because of non-fulfillment of any of the above terms.
29. The Commissioner for Linguistic Minorities reserves the right to reject all or any tender without assigning any reason thereof.
30. The Commissioner for Linguistic Minorities reserves the right during the lease period/extended lease period to carry out suitable alterations by way of partitions, office fixtures, fittings etc., for the effective use of the office space hired.

Contd...

31. If at any stage it is found that any of the details / documents furnished by the bidder is false/ misleading/fabricated, his/her bid would be liable for cancellation without intimation to the bidder.
32. The hiring of space will be for an initial period of **six years** and could be extended further with mutual consent of both the parties.
33. The owner/the holder of power of attorney should intimate in writing the likely date of handing over of the premises.
34. The Commissioner for Linguistic Minorities shall verify/inspect the building at any stage before finalization of the tender.

List of enclosures:-

Attested photocopies / certified true copies of the following documents are required to be annexed with the Technical Bid. 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 at the time of execution of Lease Agreement.

1. Title Deed" showing the ownership of the premises or copy of agreement with the land owner.
2. Certified copies of approved drawings from Allahabad Municipal Corporation authorities or any other competent authority of the area offered for rent/hire, certified copy of Land Deed, Corporation tax receipts and copy of ownership of building.
3. Affidavit from owners and if tender is submitted by the power of Attorney Holder, an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation / liability / pending dues and taxes.

.....

LEASE AGREEMENT/SLA FORMAT

AN AGREEMENT MADE THIS..... DAY OF..... Two thousand fifteen between.....
.....
.....

Herein after 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 GOVERNMENT 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 theday of two thousand fifteen and shall, subject to the terms hereof, continue for a term ofyear with an option to extend the period of lease for a further term as set out in clause 14 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs..... per month, which also includes a sum of Rs..... towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of nonresidential 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 '13' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be responsible for any

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

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

6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of 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 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 or in anticipation of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India shall be as determined by the Central Public Works Department of the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

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

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

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

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

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

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

13. The Lessor agree with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

14. If the Govt. of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal. "Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case. of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee". "Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted".

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

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

17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of. Legal Affairs, Government of India, Delhi. The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at .The arbitration proceedings shall be conducted in Hindi/English/*.The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the Government of India.

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

THE SCHEDULE 'A' REFERRED TO ABOVE

All tilat the The..... floor of the building known' asin the city ofwhich building bear Municipal No..... and is situated on plot/land bearing Survey Nos..... and is bounded on or towards East by..... on or towardsWest by..... .on or towards North by..... or on towards South by.....

THE SCHEDULE 'IV REFERRED TO ABOVE

Details of fixtures and fittings :-

IN WITNESS WHERE OF THE OFFICIAL SEAL OF has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the President of India on the day and year first above written,

by.....
.....
.....

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

In the presence of

Witness 1.....
2.....

And by the Lessor in presence of

(Signature) Name and address of the Lessor

Witness 1.....
2.....

In case the Lessor is a Company,Firm or Society at

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 filling up of the stammered lease Agreement (SLA) format.

PART-B

B	TECHNICAL BID SHOULD INTER-ALIA CONTAIN DETAILS AS FOLLOWS	
01.	Full particulars of the legal owner of the premises: (i) Name (ii) Address of office & Residence (iii) Telephone No./Mobile No. (iv) Tele Fax (v) E-Mail Address (vi) PAN No. (vii) The location and address of the accommodation	
02.	Full particulars of person(s) offering the premises on rent/lease and submitting the tender:	
03.	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner)	
04.	Type of building — commercial or residential	
05.	(a) Complete Address and location of the building: (b) Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise area) (Enclose Certified Sketch Plan also)	
06.	Detailed approved plan of the accommodation	
07.	Date of Construction	
08.	Exact carpet area	
09.	Exact built up area	
10.	Floor Number offered	
11.	No. of floors in the building	
	Other Facilities and amenities available with the building	
12.	Type, model, company & No. of lifts available/carrying capacity, provide details of make,	
13.	Parking space available for department- area and specific how many Nos of vehicles can be parked.	
14.	Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes/ dues or like (enclose copy of Affidavit from owner or Power of Attorney holder)	
15.	Clearances/no-objection certificate from all the relevant central/state/municipal authorities and Fire Department for use as office/commercial premises confirming the municipality laws	

Contd.....

16.	(a) Whether running water, drinking and otherwise, available round the clock. (b) Whether sanitary and water supply installations have been provide for?	
17.	Whether separate electricity and having sufficient installed has been provided for?	
18.	Sanctioned electricity load	
19.	(a) Whether electrical installation and fitting, power, plugs, switches etc. provided or not? (b) Whether building has been provided with fans in all rooms or not? (If yes, give the Nos. of fans floor wise) (c) Details of power back-up facility	
20.	Details of Fire Safety Mechanism, if any	
21.	Specify the lease period (minimum three years and provision for extension)	
22.	Whether the building is earth quake resistant. If so, please provide a certificate from the competent authority	
23.	Any other salient aspect of the building, which the party may like to mention:	

Signature of Legal Owner/Power of Attorney Holder

PART-C

FINANCIAL BID

A.	Name & Address of the applicant with Phone Nos		
B.	Status of the applicant with regard to Building / Accommodation offered for hire by the owner or power of Attorney Holder		
C.	Full particulars of the owner: (i) Name (ii) Address(es) (iii) Telephone Nos/Mobile Nos. (iv) Business (iv) Residential (v) Tele Fax No. (vi) (vii)Pan Card (photo copy)		
D.	Complete details of the building viz. Complete postal address of the location		
E.	Items	Rate Per Sq Feet	Total
01.	The rent will be subject to issue of Fair Rent Certificate by CPWD as per procedure laid down by the Govt & it will be applicable for the leased period of three years. All corporation taxes, cess or any other tax applicable are to be borne by the landlord. The electricity and water bills as per actual consumption to be borne by the Department Service Tax will be borne by the tenant as applicable		
02.	Rate of common area maintenance per sq.ft. on carpet area per month		
03.	Any other conditions having financial implications relevant to the offer of the building. Give details, if applicable		

Signature of Legal Owner/ Power of Attorney Holder

निविदा के सामान्य अनुदेश

निविदा में तीन भाग हैं:—

- (i) **भाग क** (शर्तें और निबंधन तथा **मानक पट्टा अनुबंध** (एस०एल०ए०) का फार्मेट, **भाग ख** (तकनीकी निविदा बोली) तथा **भाग ग** (वित्तीय निविदा बोली)।
- (ii) **भाग ख** और **ग** अलग-अलग लिफाफों में सीलबंद होने चाहिए तथा उन पर साफ अक्षरों में लिखा होना चाहिए—(क) भाषाजात अल्पसंख्यक आयुक्त के उत्तरी एवं मध्य आंचलिक कार्यालय, इलाहाबाद (उत्तर प्रदेश), के लिए कार्यालय स्थान किराये पर लेने के लिए तकनीकी निविदा-बोली (ख) भाषाजात अल्पसंख्यक आयुक्त के उत्तरी एवं मध्य आंचलिक कार्यालय, इलाहाबाद (उत्तर प्रदेश), के लिए कार्यालय स्थान किराये पर लेने के लिए वित्तीय निविदा-बोली। तत्पश्चात् दोनों लिफाफों को एक सीलबंद कवर में रखा जाना चाहिए जिन पर "भाषाजात अल्पसंख्यक आयुक्त के उत्तरी एवं मध्य आंचलिक कार्यालय, इलाहाबाद (उत्तर प्रदेश), के लिए कार्यालय स्थान किराये पर लेने के लिए निविदा" लिखा होना चाहिए।
- (iii) सभी तरीकों से पूर्ण निविदा-बोलियां भाषाजात अल्पसंख्यक आयुक्त कार्यालय, 40, अमर नाथ झा मार्ग, इलाहाबाद, (उत्तर प्रदेश) में 03/09/2015 को अपराह्न 5.00 बजे तक अथवा उससे पूर्व अवश्य ही प्रस्तुत की जानी चाहिए तथा पावती ली जानी चाहिए।
- (iv) निविदाएं (केवल तकनीकी निविदा-बोली) दिनांक 04/09/2015 को प्रातः 10.00 बजे भाषाजात अल्पसंख्यक आयुक्त कार्यालय, 40, अमर नाथ झा मार्ग, इलाहाबाद, (उत्तर प्रदेश) में बोलीदाताओं/बोलीदाताओं के प्रतिनिधियों, यदि कोई हो, की उपस्थिति में खोला जाएगा। केवल उन बोलीदाताओं की वित्तीय निविदा-बोलियां दिनांक 04/09/2015 को 12.00 बजे मध्याह्न में खोली जाएंगी जिनकी तकनीकी निविदा-बोलियां वैध, पात्र एवं स्वीकार्य पाई जाएंगी।

भाग क: शर्तें और निबंधन:

1. शर्तें और निबंधन बोलीदाता द्वारा भाषाजात अल्पसंख्यक आयुक्त कार्यालय, 40, अमर नाथ झा मार्ग, इलाहाबाद, (उत्तर प्रदेश) में प्रस्तुत की जाने वाली निविदा के ही भाग होंगे।
2. निविदा दस्तावेज में सभी कॉलम यथोचित रूप से भरे जाएंगे और कोई भी कॉलम रिक्त नहीं छोड़ा जाएगा। जहां कहीं कुछ भी नहीं लिखा जाना है वहां "निरंक अथवा लागू नहीं" लिखा जाएगा। निविदा दस्तावेज के सभी पृष्ठ सम्पत्ति के स्वामी अथवा उनके प्राधिकृत मुख्तारनामा धारकों द्वारा हस्ताक्षरित होंगे। किसी अन्य काट-छांट या सफेद स्याही के इस्तेमाल को बोली दाता द्वारा यथोचित रूप से सत्यापित किया जाना चाहिए। आयुक्त भाषाजात अल्पसंख्यक के पास अपूर्ण निविदा अथवा किसी ब्यौरे के गलत पाए जाने की स्थिति में निविदा को अस्वीकार करने का अधिकार सुरक्षित होगा।

3. निविदा दस्तावेज में जगह अपर्याप्त पाए जाने पर बोलीदाता अपेक्षित विवरण प्रदान करने के लिए अतिरिक्त कागज या पृष्ठ का इस्तेमाल कर सकता है।
4. भाषाजात अल्पसंख्यक आयुक्त कार्यालय, 40, अमर नाथ झा मार्ग, इलाहाबाद, (उत्तर प्रदेश) में नियत तारीख के बाद प्राप्त निविदा दस्तावेज को सीधे तौर पर अस्वीकार कर दिया जाएगा और इस संबंध में किसी पत्राचार पर विचार नहीं किया जाएगा।
5. फ़ैक्स, ई-मेल, टेलेक्स या ऐसे किसी अन्य साधनों द्वारा कोई निविदा स्वीकार नहीं की जाएगी।
6. निविदा केवल संपत्ति के वास्तविक स्वामियों से अथवा वैध मुख्तारनामा धारकों से ही स्वीकार की जाएगी। प्रस्तावित स्थान इसके स्वामित्व, पट्टे/किराएदारी तथा लंबित बकायों इत्यादि के संबंध में सभी तरह के ऋणभारों/दावों/देयताओं और विवादों/तथा मुकदमेबाजी से मुक्त होना चाहिए।
7. सरकारी निकायों/सार्वजनिक क्षेत्र के उपक्रमों/राज्य आवास बोर्ड इत्यादि से प्राप्त प्रस्तावों को प्राथमिकता दी जाएगी।
8. प्रस्तावित स्थान में पृथक विद्युत आपूर्ति तथा पर्याप्त संस्थापित विद्युत भार एवं पानी का कनेक्शन होना चाहिए। यदि पृथक कनेक्शन उपलब्ध नहीं होगा तो स्वामी द्वारा वायरिंग के साथ सब-मीटर इत्यादि लगवाया जाएगा।
9. जिस भवन में स्थान दिया जाना है वहां का रास्ता सुगम एवं सुविधाजनक होना चाहिए। उसकी अवस्थिति ऐसे क्षेत्र में होनी चाहिए जो कार्यालय प्रयोगार्थ सुविधाजनक हो तथा जहां सार्वजनिक परिवहन प्रणाली द्वारा आसानी से पहुँचा जा सके।
10. संपत्ति/भवन परिसर के भीतर प्रदत्त/प्रदान किए जाने के लिए प्रस्तावित सुविधाओं का ब्यौरा तकनीकी निविदा-बोली में स्पष्ट रूप से दिया जाना चाहिए।
11. तकनीकी निविदा-बोली इलाहाबाद नगर निगम या किसी अन्य सक्षम प्राधिकरण के अनुमोदित नक्शों की सत्यापित प्रतिलिपियों/भूमि विलेख की सत्यापित प्रतिलिपि म्युनिसिपल रसीदों तथा भवन निर्माण की अनुमोदित योजना और भवन के स्वामित्व की प्रतिलिपि के साथ प्रस्तुत की जानी अपेक्षित है। उक्त दस्तावेजों के बगैर प्राप्त तकनीकी निविदाएं पक्षकार को बताए बगैर अस्वीकृत की जा सकती हैं। मूल दस्तावेज/प्रमाण-पत्र पट्टा अनुबंध के निष्पादन के दौरान प्रस्तुत किए जाएंगे।
12. बोलीदाता को पट्टा करार केन्द्र सरकार द्वारा अनुमोदित विहित फार्मेट (एस०एल०ए०) जिसकी एक प्रति संदर्भ हेतु संलग्न है, में किया जाना अपेक्षित है।

13. परिसरों सहित भवन का रखरखाव उसके स्वामी द्वारा किया जाना अपेक्षित है।
14. बोलीदाता वित्तीय निविदा—बोली में किराये पर लिए जाने वाले स्थान हेतु किराये की प्रति माह प्रत्याशित राशि उद्धृत करेंगे। तथापि, किराये की अदायगी सरकार द्वारा निर्धारित क्रियाविधि के अनुसार केन्द्रीय लोक निर्माण विभाग (सी०पी०डब्ल्यू०डी०) द्वारा न्यायोचित किराया प्रमाण—पत्र (फ़ेयर रेन्ट सर्टिफिकेट) जारी किए जाने के अध्यक्षीन होगी। मौजूदा नीति के अनुसार विभाग द्वारा कोई अग्रिम किराया नहीं दिया जाएगा।
15. कोई भी प्रतिभूति जमा या अग्रिम किराया नहीं दिया जाएगा।
16. पट्टे की अवधि के दौरान यथाप्रयोज्य सभी निगम करें, उपकरण या किसी अन्य कर का वहन संपत्ति के स्वामी द्वारा किया जाएगा किन्तु सेवाकर, यदि स्वामी द्वारा दिया गया हो, की प्रतिपूर्ति विभाग द्वारा वास्तविक आधार पर की जाएगी तथा बिजली एवं पानी के बिलों का भुगतान विभाग द्वारा वास्तविक उपभोग के अनुसार किया जाएगा।
17. सी०पी०डब्ल्यू०डी० द्वारा अन्तिम रूप से अनुमोदित किराये की दर पट्टे के आरंभ होने या किराये में संशोधन होने के तीन वर्ष पूरा होने के बाद पट्टे की अवधि या नवीनीकरण, यदि कोई हो, के दौरान संशोधित की जा सकती है परन्तु ऐसे संशोधन से संशोधन—पूर्व देय किराये में प्रतिवर्ष 8 प्रतिशत से अधिक की बढ़ोतरी नहीं की जाएगी।
18. विभाग पट्टे पर लिए गए कार्यालय क्षेत्र के समानुपात सामान्य अनुरक्षण प्रभारों का भुगतान करेगा, जो सामान्य सुविधाओं जैसे कि सुरक्षा, बिजली, सामान्य स्थानों पर प्रकाश की व्यवस्था करने, जेनरेटर चलाने इत्यादि पर किए गए वास्तविक व्यय पर भी आधारित होगा।
19. विभाग द्वारा किसी दलाली का भुगतान नहीं किया जाएगा।
20. वित्तीय निविदा—बोली में उल्लिखित भुगतान संबंधी शर्तों का दृढ़ता से पालन किया जाएगा।
21. कार्यालय स्थान में सभी अपेक्षित विद्युत जुड़नार (फिक्सचर) जैसे कि स्विच, पावर प्वाइंट, पंखे, लाइट इत्यादि लगे होने चाहिए।
22. स्वामी द्वारा रखरखाव (उपभोज्य सामानों सहित सिविल, वैद्युत, यांत्रिक, प्लम्बिंग इत्यादि) किया जाएगा और स्वामी प्रतिवर्ष मरम्मत एवं रखरखाव संबंधी कार्य कराएगा। इसके लिए विभाग द्वारा किसी अतिरिक्त प्रभार का भुगतान नहीं किया जाएगा।

23. एसी डकिटिंग, फाल्स सीलिंग, लाइट फिटिंग्स, पावर सॉकेट इत्यादि की व्यवस्था किरायेदार की डिजाइन के अनुसार की जानी चाहिए।
24. उपयुक्त सामान्य सुविधाएं जैसे कि टॉयलेट, पैंट्री इत्यादि उपलब्ध होनी चाहिए जो व्यवहार्य स्थिति में हो। इसके अलावा, विभाग अपने विवेक से स्टाफ के लिए कैंटीन चला सकता है।
25. प्रस्तावित स्थान स्वीकृत विद्युत, पानी, सीवरेज कनेक्शन इत्यादि के साथ प्रयोग के लिए तैयार स्थिति में होना चाहिए। उपलब्ध विद्युत पावर लोड भी प्रकट किया जाना चाहिए।
26. फर्श मानक कोटि के विट्रीफाइड टाइल्स/मार्बल/ग्रेनाइट का होना चाहिए। आन्तरिक एवं बाह्य दीवारें तथा भीतरी छतें मानक किस्म की पेंट से समुचित रूप से रंगी हुई होनी चाहिए।
27. विभाग के पास भवनों के परिसरों/सामान्य क्षेत्रों में समय-समय पर यथापेक्षित इन्वर्टर/जेनरेटर सेट तथा दूसरे अतिरिक्त वैद्युत फिटिंग लगवाने का अधिकार होगा। इसके लिए सफल बोलीदाता ऐसे संस्थापनों की सुविधा किसी अतिरिक्त कीमत के बगैर प्रदान करेगा।
28. उपर्युक्त शर्तों में से किसी शर्त के पूरा न होने पर निविदा अस्वीकृत किए जाने की संभावना है।
29. आयुक्त, भाषाजात अल्पसंख्यक के पास सभी या किसी भी निविदा को कारण बताए बगैर अस्वीकार करने का अधिकार होगा।
30. आयुक्त, भाषाजात अल्पसंख्यक के पास पट्टे की अवधि/पट्टे की विस्तारित अवधि के दौरान किराये पर लिए गए कार्यालय स्थान के प्रभावी प्रयोग हेतु पार्टिशन, ऑफिस फिक्सचर, फिटिंग्स इत्यादि के जरिए उपयुक्त फेरबदल करने का अधिकार होगा।
31. यदि किसी भी समय ऐसा पाया जाता है कि बोलीदाता द्वारा प्रस्तुत ब्यौरों/दस्तावेजों में से एक भी गलत/भ्रामक/मनगढ़ंत है तो उनकी निविदा-बोली उन्हें सूचित किए बगैर रद्द कर दी जाएगी।
32. आरम्भ में इस स्थान को छह वर्षों के लिए किराए पर लिया जाएगा तथा उस अवधि को दोनों पक्षों की आपसी सहमति से आगे बढ़ाया जा सकता है।
33. संपत्ति के स्वामी/मुख्तारनामा धारक द्वारा परिसरों को सुपुर्द करने की संभावित तारीख की सूचना लिखित रूप में दी जानी चाहिए।

34. आयुक्त भाषाजात अल्पसंख्यक निविदा को अंतिम रूप दिये जाने से पूर्व किसी भी समय भवन का सत्यापन/निरीक्षण कर सकेंगे।

अनुलग्नकों की सूची:

तकनीकी निविदा—बोली के साथ निम्नलिखित दस्तावेजों की अभिप्रमाणित छायाप्रतियों/सत्यापित सही प्रतिलिपियों को संलग्न किया जाना अपेक्षित है। इन दस्तावेजों के बगैर प्राप्त तकनीकी निविदा—बोलियां पक्षकार को बताए बगैर अस्वीकृत की जा सकती हैं। इन दस्तावेजों/प्रमाण—पत्रों की मूल प्रतियां पट्टे अनुबंध के निष्पादन के दौरान प्रस्तुत की जाएंगी।

1. "स्वामित्व विलेख" जिसमें परिसरों का स्वामित्व दर्शाया गया हो अथवा मकान मालिक के साथ हुए करार की प्रतिलिपि।
2. किराए के लिए प्रस्तावित क्षेत्र के इलाहाबाद नगर निगम के प्राधिकारियों अथवा किसी अन्य सक्षम प्राधिकरण द्वारा अनुमोदित नक्शों की सत्यापित प्रतिलिपियां, भूमि विलेख, निगम कर पावतियों की सत्यापित प्रतिलिपि तथा भवन के स्वामित्व की प्रतिलिपि।
3. संपत्ति के स्वामी से हलफनामा (एफिडेविट) तथा यदि निविदा मुख्तारनामा धारक द्वारा प्रस्तुत की जाती हो तो किराए पर दिए जाने के लिए प्रस्तावित स्थान के मुकदमेबाजी/देयता/लंबित बकायों तथा करों से मुक्त होने के संबंध में ऐसे मुख्तारनामा धारक से हलफनामा।