

**Govt. of Himachal Pradesh**  
**Office of Pr. Resident Commissioner**  
**27, Sikandra Road, New Delhi-110001**  
**011-23716574, 011-23711964, 011- 23716124-25-26,**

## **TENDER DOCUMENT**

1. The Pr. Resident Commissioner herein called Authority to manage the HP Govt. activities in Himachal Bhawan, New Delhi and has decided to lease/rent out spaces in the premises of Himachal Bhawan, under Public Premises Act only for a period of 2 (two) years.
2. The rent plus GST as applicable will be payable in advance on quarterly/monthly basis.
3. EMD for respective space will be payable by the bidders in shape of demand draft in favour of the General Manager, Himachal Bhawan, New Delhi and payable at Delhi.

### **BRIEF DESCRIPTION OF BIDDING PROCESS**

1. Two stage process will be adopted for selection of the bidder for award of the space i.e. technical and financial bidding.
2. Schedule of Bidding Process:

### **3. Key Dates:**

1	<i>Date of online publication</i>	06.03.2020 15:00 Hrs.
2	<i>Document sale/ Download start and End date of Tender Document</i>	06.03.2020 to 26.03.2020 up to 10:30 Hrs.
3	<i>Bid submission start and end Date</i>	06.03.2020 to 26.03.2020 up to 11:00 Hrs.
4.	<i>Pre bid meeting</i>	16.03.2020 at 3:00 PM at Himachal Bhawan, New Delhi
4	<i>Physical submission of EMD, Copy of documents and cost of tender Document</i>	26.03.2020 up to 11.00 Hrs.
5	<i>Date of opening of Financial Bid.</i>	26.03.2020 up to 12:00 Hrs.

## TERMS & CONDITIONS

1. **Availability OF BID Document and mode of submission:** The bid document is available online and bid should be submitted online mode on website: <https://hptenders.gov.in>.
2. Bidder would be required to register on the web-site which is free of cost, for submission of bids. The bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in HPPWD may obtain the same from the website: <https://hptenders.gov.in>." *Digital* signature is mandatory to participate in the e-tendering. Bidder already possessing the digital signature issued from authorized CAs can use the same in this tender.
3. **TENDER DETAILS:** The tender Documents shall be uploaded online in two covers. (i.) Cover 1: shall contain scanned copies of all "Technical Documents / Eligibility information." (ii) Cover 2: Shall contain "BOQ Financial Bid", where bidder will quote his offer for each item.
4. Specifications and Other details can be downloaded with the bidding documents. The Officer Inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any updates. The Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information /updates related to the tender.
5. The reserve price for the spaces will be as under:-

S. No.	Shop/Space	Area	Location	Reserve Price per day basis
1	Convention Hall	5645.77 Sq. Ft.	Himachal Bhawan, 27 Sikandra Road, New Delhi-1.	Rs. 45000/- Plus GST
2	Art Gallery-I	592.44 Sq. Ft.	Himachal Bhawan, 27 Sikandra Road, New Delhi-1.	Rs. 10000/- Plus GST
3	Art Gallery-II	583.08 Sq. Ft.	Himachal Bhawan, 27 Sikandra Road, New Delhi-1.	Rs. 8000/- Plus GST

6. All the above mentioned spaces will be allotted for carrying out business other than food sale/eateries.
7. **Technical Bid** : The bidders will be required to upload self attested scanned copies of following documents for technical bid while submitting online bid:
- Copy of Income Tax PAN
  - Copy of GST Registration
  - Copies of last two years Income Tax Return
  - Statement of Annual Turnover for last two years along with nature of business carried out
  - Copies of Demand Draft for EMD
  - Copy of Demand Draft for Tender Fees
  - Copy of registration of MSEs having registered as per provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME, if applicable for exemption of tender fee and EMD.
  - Copy of Certification by the bidder as per Annexure – “A” of tender document.
8. The space wise EMD payable and Security deposit required to be submitted by bidders/ successful bidders will be as under:

S.No.	Name of the Shop/ space for leasing out	EMD (To be submitted along with tender)	Security Deposit (To be deposited by successful bidder)
1	2	4	5
1	Convention Hall (Area: 5645.77 Sq.Ft.)	Rs. 1,00,000/-	Rs.30,00,000/- or Two month rent whichever is higher.
2	Art Gallery-I (Area: 592.44 Sq.Ft.)	Rs. 50,000/-	Rs.6,00,000/- or Two month rent whichever is higher.
3	Art Gallery=II (Area: 583.08 Sq.Ft.)	Rs. 50,000/-	Rs.5,00,000/- or Two month rent whichever is higher.

9. The Bidders will be required to submit Earnest Money Deposit as mentioned above in shape of Demand Draft payable in favour of General Manager, Himachal Bhawan, New Delhi and payable at Delhi. Apart from this tender fee amounting to Rs. 500/- will also be required to be paid in shape of Demand Draft payable in favour of General Manager, Himachal Bhawan, New Delhi and payable at Delhi. The original Drafts in sealed cover must be deposited in the office of Sr. Manager, Himachal Bhawan, Mandi House, 27, Sikandra Road New Delhi before 26.03.2020 11:00 AM Positively. The bid can be submitted for any single space, two spaces or for all three spaces and Earnest Money Deposit will be required to be submitted for the space(s) for which bid has been made.
10. The tenders of only those bidders will be considered for opening who has deposited EMD and Tender Fee at Himachal Bhawan, New Delhi before stipulated time. Financial bid of only those bidders will be considered who have uploaded all documents required under tender bid and the documents found to be satisfactory. Exemption of tender form cost and earnest money to MSEs having registration with MSME is admissible as per rules /norms. All MSEs having registration as per provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME will be allowed this exemption.
11. The space will be rented out to the successful bidder on actual area mentioned as above and the Management shall have every right to inspect this area at any time and the bidder concerned shall have no objection for the same.
12. The spaces shall be given to the highest bidder for a period of 2 (two) years.
13. The rent plus GST as applicable will be paid on quarterly basis. In case party fails to pay the rent within 30 days for the due period, the agreement is deemed to be cancelled and party becomes unauthorized occupant in the premises.
14. The Security deposit as calculated or equal to 4 months' rent whichever is higher shall have to be executed by the successful bidder in favour of General Manager, Himachal Bhawan, New Delhi through Bank Draft which will be refunded without interest after expiry of agreement and clearing of all dues.

15. The stamp duty, registration charges, ground rent and other costs and expenses leviable on account of execution of agreement, the agreement deeds, if any to be executed, shall be borne by the successful bidder.
16. The rates & taxes levied by Govt. / Local authority from time to time shall be borne by the successful bidder.
17. All expenses towards the execution of the agreement shall be borne by successful bidder.
18. The bidder will use the allotted premises for running the activity for which the agreement will be signed and will in no case use the same for any other purposes / business.
19. The successful bidder will keep indemnified the Pr. Resident Commissioner Govt. of Himachal Pradesh, Himachal Bhawan for any claim arising out of any cause attributable to any act of omission & commission or any negligence or deficiency on the part of successful bidder.
20. The successful bidder shall not assign, transfer or sublet the premises or any part thereof to any person.
21. Both the parties shall have the option to terminate the agreement by giving one month's prior notice on either side.
22. On expiry or prior termination of the Agreement, the successful bidder shall hand over the peaceful possession of the premises to Himachal Bhawan and on its failure to do so, HP Govt. shall be entitled to enter the premises and take over the possession of the premises. The possession of the premises shall be handed/ taken over on as is where basis, free from all encumbrances is and the successful bidder shall not be entitled to any compensation thereof. The second party shall not be entitled to any refund or compensation or refund of the premium paid, on account of termination of the Agreement prior to the term of 2 (two) years for any reason, whatsoever.

23. If it is found that the property has been obtained by suppression of any fact or misstatement / misrepresentation or fraud, HP Govt. shall have unconditional right to take back the property and the facility thereon.
24. The successful bidder shall from time to time pay and discharge all rates, taxes, charges, statutory dues and assessments of every description which are now or may at any time hereafter during the continuance of this Agreement be assessed, charged or imposed upon property rented out.
25. On the expiry of the Agreement period executed in this behalf, the above premises shall reverse to HP Govt. free of cost and land free from all encumbrances.
26. Event of circumstances to the extent not caused by the default of HP Govt. shall be considered for the purpose of this Agreement as event of default of the successful bidder which, if not cured within the time period permitted, if any, shall provide the HP Govt. the right to terminate this agreement by giving 30 days' notice in writing.
27. The successful bidder shall provide latest income tax, service tax, GST clearance certificate along with registration number & copy thereof, audited balance sheet, profit & Loss account for the last 3 years, AADHAR, PAN, Bank Account Details, Land and property record at the time of entering into Agreement.
28. Whatever modifications/additions / alterations would have been made by the successful bidder with the approval of the HP Govt. would be assets of the HP Govt. which would deem to be free from all encumbrances at the time of expiry of the agreement. No vacant space would be put to use by the bidder or any construction/encroachment carried out without the prior approval of the competent authority i.e. Pr. Resident Commissioner, Govt. of HP, Himachal Bhawan, New Delhi-1.
29. The HP Govt. would not be responsible for any damage caused due to unforeseen event and circumstances like natural calamities etc.
30. The agreement executed on this account shall stand terminated and legal action taken in case of any immoral activities is carried out in the premises.

31. All norms and regulations notified by the HP Govt. would strictly be followed by the successful bidder.
32. HP Govt. reserves the right to reject all or any tender without assigning any reason whatsoever.
33. Without prejudice to the generality of the foregoing, the following event shall also constitute an event of default of the successful bidder :-
  - a) The successful bidder fails to pay the security amount and amount of rent set forth in this Agreement, within the prescribed period therefore.
  - b) The successful bidder commits default in complying with any of the terms & conditions of the Agreement.
  - c) Any other event of default that has been set out in this bid or any other act which is against the interest of HP Govt.
34. In case of any dispute between the parties, the same shall be settled through Pr. Resident Commissioner, Himachal Bhawan, New Delhi-1., HP Govt. who act as arbitrator, whose decision shall be final and binding on both the parties.
35. This bid shall be governed by the laws of India/ Himachal Pradesh. The courts and authorities at Shimla shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.
36. No employee/ person except watchman of licensee shall be allowed to stay in the premises/ space in night hours.
37. The successful bidder shall have to provide identity card to his workers engaged in the premises and must obtain prior permission from the competent Authorities regarding the timing of loading, unloading and carriage of materials.
38. The successful bidder shall obtain the police permission etc. from the concerned authorities as the case may be and shall also be responsible to obtain permission from any taxation or like such economic/local authority if the need may be. It shall be the exclusive responsibility of the successful bidder to obtain such permissions from such authorities and the HP Govt. shall not be responsible for any such illegality/violation of any rules or laws, if so committed by the licensee and so the timings shall also be adhered to.

39. The successful bidder shall not put up any hoardings, banners and any other form of advertisements in the premises of Himachal Bhawan. Advertising through electronic media/ video wall etc. is acceptable to the HP Govt. and also not violate any local rule or law. The successful bidder shall not use loud-speakers/other noise polluting instruments for advertisement/any other purpose. The successful bidder shall also ensure proper cleanliness in and around the premises.
40. The successful bidder shall maintain the ambience of the Himachal Bhawan up to the mark.
41. In case of fire or any incident occurred in the space provided, the successful bidder shall be wholly responsible and has to pay the damages.
42. Opening and closing time of space shall be 10.00 AM to 8.00 PM.
43. The successful bidder shall be liable for a penal rent which shall be double (Two Times) to the actual rent, if the vacant possession of the premises is not handed over on expiry or prior termination of agreement period.
44. The successful bidder should not have any criminal record or convicted by any court of law in India or abroad.
45. The Terms & Conditions of this bid shall come into force from the date of bidding.

**Dy. Resident Commissioner,  
Govt. of HP, Himachal Bhawan  
27, Sikandra Road, New Delhi-110001.**



**DECLARATION BY BIDDER**

**It is certified as under:-**

1. That I/we have seen/inspected/visited the specified space and we agree to take it on rental basis as per terms and conditions mentioned in the tender document.
2. That I/We will be allotted specified area of the space and cost of any addition alteration or improvement to the existing structures will be borne by me/us, HP Govt. will not be liable for any loss to existing structure while vacating by existing occupants of the space.
3. I agree to pay all taxes as applicable from time to time in addition to the tendered amount.

**Signature of the Authorized representative  
Agency with seal/stamp**