

Department of Food, Civil Supplies and Consumer Affairs, H.P.

Block No. 42, SDA Complex Kasumpti, Shimla, H.P.

**NOTICE INVITING TENDER FOR HIRING OF BUILDING FOR
STATE FOOD COMMISSION**

Department of Food, Civil Supplies and Consumer Affairs, H.P. invites Tender for hiring of building in the vicinity/Shimla town for the State Food Commission.

The interested bidders may submit their offers on the appropriate “format” which may be downloaded from the departmental Website www.epds.co.in and forward the same to the Department with a non-refundable fee of Rs. 1000/- in the form of Demand Draft in favour of the Director, Food, Civil Supplies and Consumer Affairs, H.P. payable at Shimla.

The last date for the receipt of tenders is **03-10-2020** by 2:00 PM and will be opened at 03:15 PM on same day at Directorate of Food, Civil Supplies and Consumer Affairs, H.P. The undersigned reserves the right to reject the tender offer without assigning any reason.

Procedure:

Tender complete in all respects must be submitted in sealed envelope which must be either delivered by hand or send by registered mail to the Department at the address mentioned below.

**The Director
Food, Civil Supplies and Consumer Affairs
Block No. 42 SDA Complex, Kasumpti
Shimla-171009. H.P.**

The tender should be submitted in accordance with the procedure detailed herein. The documents should be enclosed in separate envelope size each of which should be sealed.

1. **Envelope No. 1** should contain following documents:

- a. Covering letter
- b. Information in Annexure-I duly signed and stamped
- c. Requisite Fee

2. **Envelope No. 2** should contain Envelope No. 1.

The Envelope No. 2 should be addressed to the Department at the above mentioned address, and should clearly mention “**Tender for Hiring of Building for State Food Commission**”. The inner envelope should also indicate the name and address of the Bidder to enable the bid to be returned unopened incase it is declared “late”. If the outer envelope is not sealed and marked as required, the Department will assume no responsibility for the bid’s misplacement or premature opening. The Tender received through E-mail / Fax, or not in proper format as annexed or without appropriate and supporting documents will be summarily rejected.

Terms & Conditions:-

1. Department of Food, Civil Supplies and Consumer Affairs, H.P. is desirous of hiring suitable building in the vicinity/Shimla town for State Food Commission for a period upto **31-8-2021**.
2. The size of rooms should not be less than the dimension as mentioned hereunder :-

Sr. No.	Name of the post	No. of Posts	Area	Remarks
1	Chairperson	01	350 Sq. Ft	With attached toilet
2	Members	02	320 Sq. Ft.	With attached toilet
3	Member Secretary	01	180 Sq. Ft	With attached toilet
4	Section Officer	01	150 Sq. Ft	With attached toilet
5	Computer Programmer	01	100 Sq. Ft	Common Toilets for ladies & Gents
6	Personal Assistant /Reader	03	270 Sq. Ft	
7	Senior Assistant	02	70 Sq. Ft	
8	Data Entry Operator	02	70 Sq. Ft	
9	Visitor Room & Meeting Hall		500 Sq. Ft.	
Total Area requirement			(1800 to 2000 Sq. Feet Area)	

3. The building should also have parking space/facility for at least 4 vehicles.
4. The building should have the provision of independent 24 hours water supply.
5. The building should have independent Electricity Supply with fireproof electric System.
6. The bidder shall offer and quote monthly rent per square feet and total rent for the Building in the tender document.
7. The rent shall be got assessed by the Department from CPWD/HPPWD and shall be restricted at par with Rent Reasonability Certificate. In case the rent offered/quoted by the bidder is found to be at the higher side it shall be assessed as per prevalent market rate.
8. The building should be completed in every respect to be put to immediate use.
9. Repair work, if any pointed out by the Department shall be carried out by the owner within 15 days, failing which the same shall be done by the Department and cost of it, upto ceiling of one month's rent, shall be recovered out of the rent payable in the next month.
10. The application should be accompanied by a Demand Draft of Rs. 1000/- on account of tender processing fee in favour of the Director Food, Civil Supplies and Consumer Affairs, H.P
11. The Building should be ideally located in the vicinity of the Department/Shimla town, and should have proper approach from National Highway / State Highway / motorable link road, in safe and secure premises.
12. No activity other than the activities of the State Food Commission will be carried out on the leased premises by the land lord/contractor.

13. Independent and regular water and electricity supply with sanctioned meters must be available. Water and electric meters for the premises should be for exclusive use of the Office. Only Current Charges will be paid by office as per meter readings.
14. Selected party shall be required to sign a lease agreement containing detailed terms & conditions with the office, in accordance with the provisions of the law applicable. The agreement shall be signed for a period **upto 31-08-2021**, which may be extended for a further period on mutually agreed terms and conditions. Enhancement in the rates shall be made in the manner prescribed by the Finance Department, State Government instructions time to time issued in this regard.
15. Building offered must be free from all encumbrances, claims and legal disputes etc. Documentary proof of ownership of building, payment of all taxes, dues, telephone, water, electricity charges etc. must be submitted along with this Tender document.
16. The parties shall furnish complete details in the application attached with this document (**ANNEXURE-1**).
17. All existing and future rates, taxes including property taxes, assessment charges and other out-going whatsoever of description in respect of the said premises shall be payable by the owner thereof.
18. The electricity and water supply lines / connection shall be provided by the owner at his cost and expenses. However, the office shall pay all running charges with respect to electric power, light and water charges of the said premises during the lease period on the basis of actual consumption.
19. Arrangements of sufficient numbers of fire extinguishers, buckets with sand etc. shall be installed on each floor of the building.
20. Building with multiple stories should have internal passage.
21. The Department reserves the right to consider/reject any such proposal without assigning any reason. In case of rejection of application for issue of tender, the decision of competent authority will be final and binding and the party shall not be entitled to any compensation.
22. In case of any dispute arising in the implementation of the terms of the contract, the decision of the Director/Secretary of the Department shall be final and binding upon both parties.
23. In case the date of opening of tender is declared as Public Holiday, the tender shall be opened on the next working day at the same time.
24. Any dispute arising thereon shall be subject to the jurisdiction of Shimla only. In the event of dispute, the same shall be referred for arbitration to the Addl. Chief Secretary (FCS & CA) to the Government of Himachal Pradesh. The award of the Arbitrator shall be final and binding on both the parties.

Insurance

At all times during the currency of the lease period, it shall be responsibility of the owner of the building to obtain insurance coverage in line with standard industry practice, including cover for fire, theft and natural calamities etc. Such insurance will have to be obtained by the land lord/party before entering into contract.

Commencement & Termination

The agreement for hiring of buildings / accommodation shall come into force immediately after it is executed and shall remain in force for the period agreed upon.

The agreement may be terminated by giving three months' notice by the office. However, during such notice period the buildings / accommodation shall remain in the possession of the office.

Indemnification

The party shall keep the office indemnified against all claims / litigation in respect of the buildings / accommodation so hired by this office.

Terms of payment:-

1. The monthly rent charges shall be paid at fixed rate in arrear at the end of each month as per agreed terms & Condition No. 7 stated above and as per the lease agreement entered into with mutually agreed terms & conditions.
2. The monthly payment of rent shall be subject to deduction of taxes as per rules.
3. The Department/ office may, at any time during the currency of the lease period make such structural alterations to the existing building such as partitions, office fixtures and fittings as may be easily removable and mutually agreed upon.
4. Interested parties should return the complete expression of interest document, including Annexure – 1, duly filled in and ink signed at the bottom of each page, in token of having accepted the terms and *conditions*. These documents should be sealed in an envelope superscripted “**Tender for Hiring of Building for State Food Commission**”.
5. The successful Bidder whose rates are approved by the Department shall be required to execute an lease agreement with the department on receipt of award letter.

**Director, Food, Civil Supplies &CA
Block No. 42, Aapurti Bhawan,
SDA Complex, Kasumpti, Shimla-9,**

APPLICATION FORM

1.	Name of the person / party holding title to the property	
2.	Nationality of Owner	
3.	Full postal address of property	
4.	E-mail ID, Mobile, Landline No.	
5.	Description of built up area in sq.ft.	
	i. Number of rooms with attached toilets: Carpet Area of the floor / building: Built up area of the floor / building:	
	ii. Number of toilets floor wise if more than one floor	
6.	Essential documents to be furnished	
	i. Copy of the title deed of the property / building	
	ii. Copy of the building plan duly approved by the local government.	
	iii. Particulars of completion certificate, year of construction, : age of the building etc. (Enclose attested / self-certified copy of completion certificate issued by Competent Authority)	
	iv. Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes, due or like (Enclose copy of Affidavit from owner or Power of Attorney holder)	
	v. Copy of PAN and GST Registration Number	
7.	i. Please Indicate whether it is an independent building for exclusive use of the Department or otherwise (Details may be clearly illustrated & stated)	
	ii. General amenities:	
	Facility of provision of kitchen etc. (these are not essentials)	
	iii. Availability of parking space in Sq. Ft. / Mtr. Within the compound	
	iv. Whether proposed building is free from all encumbrances, claims, litigations	
	v. Whether proposed building is ready to occupy?	
	vi. Whether the Himachal Pradesh State Electricity Board (HPSEB) has certified for safety standards of electric wiring.	

	vii.	Whether all Govt. dues (property) taxes, electricity, : telephone, water bills are paid up as on date of application (documentary proof should be provided)	
8.	Monthly Rent Offered (in Rupees) Please mention rates as per square feet and total carpet and built up areas and total rent for the premises.		
	i.	Whether the owner of the building is agreeable to Monthly rent as determined and fixed by CPWD/HPPWD/PWD, if the offered rent found to be at higher side than that of rent assessed by the CPWD/HPPWD.	
	ii.	Details of Fire Safety Mechanism along with particulars of Fire Department Certificate (Copy of certificate to be enclosed).	
	iii.	Provisions of regular repairs and maintenance and special : repairs, if any of the building	
	iv	Availability of shelter/room for the chowkidar, if any	
	v.	Other information, if any, which the intending party wishes to furnish	
9.	Declaration:		
	I/ We have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the tender documents and agree to abide by the same in totality.		
	It is hereby declared that the particulars of the buildings etc. as furnished against the individual items are true and correct as per my knowledge and belief and in the event of any of the same being found to be not true, I/We shall be liable to such consequences / lawful action as the Department may wish to take.		

Signature of the Legal Owner

(Name in Block Letters)