

**AIR-INDIA LTD.  
Office of the Executive Director (P&F)  
1<sup>st</sup> Floor, Old Vayudoot Bldg., AI Complex  
Safdarjung Airport, New Delhi-110003  
Tel: 011-24658058**

RFP No. DEL/PFD/CHD-LEASING/2016-17/15

Date :07.02.2017

**SUB : REQUEST FOR PROPOSAL (RFP) FOR LETTING OUT VACANT PREMISES  
ON 1<sup>st</sup> & IIND FLOOR OF CBO BLDG. AT SCO162-164, SECTOR 34- A,  
CHANDIGARH- 160036.**

BY

M/s .....

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.....

.....

Tel. /Mbl.nos. ....

Email ID .....

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**SUMMARY OF BIDDING INFORMATION**

Sr. No.	PARTICULARS	DETAILS
1.	Name of the Tender	REQUEST FOR SEALED PROPOSAL (RFP) FOR LETTING OUT VACANT PREMISES ON IST & IIND FLOOR OF CBO BLDG. AT SCO162-164, SECTOR 34- A, and CHANDIGARH- 160036.
2.	Tender Document	Tender Document can be downloaded from Air India website; <a href="http://www.airindia.in">www.airindia.in</a> up to 07.04.2017
3.	Last Date, Time and Place For Submission Of Sealed RFP.	07.04.2017 on or before 1700 hours at the office of Station Manager, AIR INDIA LTD, CBO BLDG., at SCO162-164,SECTOR 34-A, CHANDIGARH- 160036
4.	Time and Date For Opening of Envelope 1 Envelope 2 Envelope 3	(i)Envelope 1 & 2 (Technical Bid) – 08/04/2017 at 1300 hrs. (ii)Envelope 3 (Financial Bid) – 08/04/2017 at 1600 hrs Technical / Financial bids shall be opened in presence of intending bidders, who may wish to be present.
5.	Place of Opening of Bids.	At the office of Station Manager, AIR INDIA LTD, CBO BLDG., at SCO,162-164,SECTOR 34-A, CHANDIGARH- 160036
6.	Validity of the Offer	Ninety (90) days from the date of opening of Financial Bids.
7.	Contact Person	Air India Station Manager,CBO Bldg, at SCO,162-164,SECTOR 34-A, CHANDIGARH- 160036 Tel no: 0172-2624942, Mbl. no: 09814129208

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160036.**

### **INTRODUCTION**

**Air India Ltd. a national carrier, intends to give on Leave & License basis a total carpet area of 6290.00sq.fts, which comprises of 2818.00 Sq.ft. on 1<sup>st</sup> floor and, 3472.00 Sq.ft on 2<sup>nd</sup> floor of its own four storied CBO building situated at CBO BLDG.,SCO162-164,SECTOR 34- A, CHANDIGARH- 160036 on as is where is basis to only large Corporate, Government organizations, Public Sector Undertakings, Nationalized and International banks and reputed Pvt. sector equivalent Multinational companies. The interested companies of the above categories need only forward their Sealed RFP and may download the tender document from Air India website : [www.airindia.in](http://www.airindia.in).**

The interested companies are requested to drop the sealed RFP(in the tender box kept in the **office of Station Manager, AIR INDIA LTD, CBO BLDG., at SCO162-164,SECTOR 34-A, CHANDIGARH- 160036** on or before **07/04/2017** up to 1700 hrs.

**"No Real Estate Agencies / Brokers will be entertained**

**PROCEDURE FOR SUBMISSION OF THE RFP ( TENDER DOCUMENT)****THE BIDDING DOCUMENT**

The bidder shall complete all the requirements and shall sign Terms & Conditions stipulated in the Request for Proposal document. Only large Corporate, Government organizations, Public Sector Undertakings, Nationalized and International Banks and reputed private sectors or equivalent Multinational companies only should apply.

Envelope No. 1...

... Envelope No. 1 shall only contain :

- (a) Un-conditional Acceptance letter as on page no 22
- (b) Earnest Money Deposit (EMD)

Envelope No. 2....

... **FORM - I .....Technical Bids ...**  
Refer Page no 10

Envelope No. 3.....

.... **Entire Tender Document including Financial bids**  
And all pages to be signed with seal of the company

**Content of Bidding Document**

- I). **Envelope No. 1** shall contain a Demand Draft / Pay Order for **Rs.50,000/-** (Rs. Fifty Thousand only) for each floor, i.e., for I<sup>st</sup> & II<sup>nd</sup> Floor in favour of “**Air India Ltd. payable at Chandigarh**” towards the cost of Earnest Money Deposit. Earnest Money shall be refunded to the unsuccessful Bidder/s after selection of the successful Bidder, within 30 days of opening of the tender bids.

**The Envelope No. 1 shall also contain letter of Un-conditional Acceptance of Terms and Conditions (Form attached in the RFP) with signature and seal of the authorized representative of the company.**

**No Technical and Financial data of any sort shall be included in the Envelope No.1 The above Envelope shall be clearly marked as "Envelope No. 1" - 'Earnest Money Deposit (EMD)Un-conditional Acceptance letter, with RFP No. DEL/PFD/CHD- LEASING/2016-17/15, Date :07.02.2017**

- II). **Envelope No. 2** shall contain Technical Bid information in the Form- I format, with all requisite enclosures, and duly signed by the authorized representative and seal of the company.

**III).Envelope No.3** shall contain the entire Tender document as issued, with all page assigned with seal by the competent authority of the applicant / bidder along with the duly filled up Financial Bids.

In the **Envelope No.3** the entire tender document should be submitted. No pages of the aforesaid tender document should be removed or missing.

“Unconditional Acceptance Letter & EMD”; “FORM- I” and “the entire tender document with FORM-II:(A) and FORM-II:(B)” shall be placed in respective Envelopes and sealed. All relevant supporting documents attached with the said bids should be duly signed by the Bidder. **In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.**

The bid and all correspondence and documents related to the bid exchanged by the Bidder and Air India Ltd. shall be written in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an authenticated translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

**On the date & time of Opening of the Technical bids i.e. Envelope No. 1 and Envelope No.2 shall be opened first, i.e. On 08.04.2017 at 1300 hrs by the Tender Opening Committee comprising of Station Manager, BO Chandigarh and nominees of Finance and P&F Deptt. in presence of the bidders who may wish to be present at the time of Opening of the Bids.**

The bidders who have submitted the requisite EMD amount and Acceptance Letter of Terms and Conditions of the RFP, their technical bid documents i.e. **Envelope No. 2** shall be scrutinized for prequalification.

**After scrutiny of the Technical Bid documents, the Financial bids i.e. Envelope No 3 of the selected bidders shall be opened on the same day i.e. 08.04.2017 at 1600 hrs. by the tender opening committee in presence of bidders, who may wish to be present at the time of Opening of the Bids.**

RFP No. DEL/PFD/CHD-LEASING/2016-17/15

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The Leave & License fee / Rent shall be charged for the Non-AC premises on Carpet Area Basis only.

Air India intends to give on Leave & License basis following vacant space on I<sup>st</sup> & II<sup>nd</sup> floors of CBO bldg Chandigarh:

Floor	Carpet area Approx. sq.ft
I <sup>st</sup> Floor	2818.00 Sq.ft.
II <sup>nd</sup> Floor	3472.00 Sq.ft.

**NOTE** :1) The Bidder shall quote on carpet areas as indicated above.

2) The space is being let out on I<sup>nd</sup> & II<sup>nd</sup> Floor of CBO Bldg. on Leave & License Fees to the interested bidders, as described above. The Bidder has to apply for minimum one Floor area, The Bidder has to enclose DD / Pay Order of requisite amount for that floor. However, the Bidder has the option to quote for all Two floors. The clubbing of floor rates will not be considered, if the rate quoted for any of the floor, is less than the other bidder, who has quoted more rate for that specific floor. The highest bid of the each floor will be compared among the bidders and will only be considered.

The Bidder has to enclose separate DD/Payorder for each floor. It may be noted that while Evaluating the Bids, Air India Ltd. will accept the **Highest Bid** for each floor from the bids quoted by various bidders.

3) Air India Ltd., reserves the right to accept / reject any bid in full or part thereof without assigning any reasons.

4) Air India Ltd., also reserves the right to accept the Highest Bid for an individual floor from the Quotes received from various bidders, and no communication in this regard will be entertained after the opening of RFP / Tender.

5) Air India Ltd. does not bind itself to accept the highest bid or any bid and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever. Air India Ltd. also has the right to re-issue the tender without the Bidder having the right to object to such re-issue.

6) Air India Ltd. reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time, prior to award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Air India action.

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**PREPARATION OF BID**

**(1) The 1<sup>st</sup> & 2<sup>nd</sup> floor premises shall be permitted for office use only.**

**(2) Period of Validity of Bids**

The Bids shall remain valid for a period of 90 (Ninety) days.

**(3) Signing of Bid**

The Bid shall be signed by the Bidder's representative duly authorized by the entity with a letter of authorization from the company.

**(4) Bid Submission**

Bids sealed in accordance with the instructions to Bidders should be delivered and deposited in tender box at the address as mentioned in bid document.  
The offers should be made strictly as per the formats enclosed.

**(5) Bid Currency**

All prices shall be expressed in Indian Rupees only.

**(6) Bid Language**

The bid shall be in English Language only.

**(7) Deadline for Submission**

The last date of submission of bids is as indicated in "**Summary of Bidding Information**".

**(8) Extension of Deadline for submission of Bid**

Air India Ltd., at its discretion, may extend the deadline for submission of bids by issuing amendment to tender notice in news papers and also details uploaded in Air India website.

**(09) Late Bid**

**Bids received after the scheduled date & time will not be accepted by Air India Ltd., under any circumstances. Air India Ltd. will not be responsible for any delay due to, postal service or any other means.**



**(10) Modifications & Withdrawal of Bids**

Bids once submitted will be treated as final and no further correspondence will be Entertained on this.

**No bid will be modified after the deadline for submission of bids.**

**(11) Right to Reject / Accept / Cancel the bid**

Air India Ltd. Reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

Air India Ltd. does not bind itself to accept the highest bid or any bid and reserves the right to reject all or any bid or cancel the Tender without assigning any reason thereof. Air India Ltd. also has the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

**(12) RFP Abandonment**

Air India Ltd. at its discretion shall alter/modify/cancel the process of selection of Lessee for vacant spaces in **CBO Chandigarh**, any time without assigning any reason thereof .

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**FORM – I (to be enclosed in Envelope no. 2)**

**SUBMISSION FOR TECHNICAL BID**

Interested parties, shall have to submit the details of their Company/Organization in the below Mentioned format with all the requisite enclosures, which will be submitted in Envelope no: 2.

Details of the Bidder		
1.	Name /s of the Bidder /s.	
2.	Address of the Bidder.	
3.	Status of the Company (Public Ltd) Govt/Semi Govt/ Multinational/PSUs	
4.	Details of incorporation of the Company Certificate to be submitted in Technical Bid.	
5.	Details of Commencement of Business with company Profile (to be separately enclosed)	
6.	Valid Sales Tax Registration No.	
7.	Valid Services Tax Registration No.	
8.	Permanent Account Number (PAN)	
9.	Telephone No. (with STD code)	
10.	E mail of the contact person	
11.	Fax No. (with STD Code)	
12.	website	

**FORM-I ( Contd..)**

Financial Details (as per audited Balance Sheets ) (in Crores)				
13.	Year	2013-14	2014-15	2015-16
14.	Net worth			
15.	ITR, Annual Report, Profit & Loss Accounts of last Three years (to be attached separately)			
16.	Turn Over			
17.	Balance sheet for last three years.			
18.	Also indicate why this location is useful to your Business & what type of business office / commercial establishment you intends to carry out from Airlines House .			

**NOTE :**

- (i) Copy of FORM - I of this RFP shall be enclosed in Envelope no. 2 with tick  
 mark in the relevant columns confirming that all the information requested is provided.

Certified that above information is correct to the best of my knowledge.

DATE:

PLACE:

Authorised Signatory with Seal of Company

**GENERAL TERMS & CONDITIONS**

(1) EMD shall be Rs. 50,000/- (Rupees Fifty Thousand only) for each floor, i.e., for 1<sup>st</sup> & 2<sup>nd</sup> Floor .EMD of the successful bidder shall be adjusted against Security Deposit equivalent to three months advance lease rent. The EMD shall be refunded to the unsuccessful Bidder/s after selection of the successful Bidder, within Thirty(30) days without any interest. After opening of the Financial-Bids, if the H-1 Bidder withdraws the offer, the EMD amount submitted by the H-1 bidder will be forfeited in full.

(2)The Security Deposit equivalent to Three months lease rent shall be paid in advance by the successful Licensee. The same shall be returned without interest after expiry of lease period, if there are any recoveries or damages claimed by Air India, same shall be recovered from the Security Deposit.

(3)The period of letting out premises on leave and license shall be three(03) years with an option to extend the period of lease. for total 09 years in block of 03 years on mutually agreed terms & condition, for Second & Third block of 03 years.

(4)The increase of rent (License Fees) after expiry of each year shall be revised upward @ 5% per annum.

(5)No dedicated Parking facilities are available & the Lessee shall have to make their own arrangement for parking at their own risk and cost.

(6) The entry of staff and visitors etc shall be governed by rules of Air India's Security. However, Air India may allow licensee to provide security in the premises leased for internal security at their risk and cost.

(7)Publicity items / Displays / Hoardings / advertisement/ Logo of any kind, outside of the building is permitted only with the written permission from Security & SM. CBO CHANDIGARH and subject to payment to statutory authorities.

(8) However the name board of licensee company may be displayed at the entrance of the office and publicity items may be displayed in the inner walls of the Hall / space leased.

(09) The lessee shall use only premises leased to them and use of common areas, such as Terraces or Basement etc shall not be permitted.

(10) The area let out to licensee shall be open for their renovation works, light weight Construction for cabins, low height partitions & the electrical and air-conditioning layout to suit the same. However, the same has to be carried out by them at their costs with due permission from the Properties & Facilities Department of Air India. Such layout & constructions shall be as per the building regulations, mandatory and statutory provisions of local bodies / authorities and fire regulations. After expiry of the leave & license period, Air India shall allow licensee to remove all their fixtures and above types of works, at their own cost, without damaging the construction of the building and shall take re-possession in the original state, duly repaired by licensee. In case, Air India is not satisfied with the repairs carried out by licensee, the same shall be repaired at licensee risk and cost.

(11) Air India Ltd. shall directly let out the premises to the Users at the accepted rate.  
No Real Estate Agent or broker will be entertained.

(12) The let out premises shall be deemed to be handed over from the date of signing of the Agreement / Lease Deed and the rent (license fee) shall accrue from the date of signing of the Lease Deed and handing over possession. No period for internal works shall be considered as Concessional Time. The Agreement to be signed within One month from the date of acceptance of H-1 Bid.

(13) The monthly rent (license fee) shall be paid from the date of signing of Leave & License Agreement for the premises and will be paid in advance by 1st week of each month.

(14) Out of the period of nine years, a period of Four months shall be the lock-in period for the licensee and during the said locking period licensee shall not be entitled to terminate this agreement. In the event that the Agreement is terminated during the lock-in period, 25%(twenty five percent) of the annual License Fees amount shall be payable by the licensee in addition to the forfeiture of Security Deposit, in full by the Licensor.

(15) Leave & License Agreement shall be signed between Air India and successful Lessee, cost of execution of Agreement including Stamp Duty & Registration shall be borne by Air India and lessee at **50:50** ratios.

(16) Accepted rates quoted by the successful Bidder shall be termed as License Fee in the leave & License Agreement excluding other charges mentioned in the RFP.

(17) The last date and time of submission of the RFP is as indicated in "Summary of Bidding Information". In the event of the specified deadline for the submission of bids is declared to be a holiday for Air India Ltd., or for any other reasons the office of Air India Ltd. remains shut on such deadline, the Bids shall be received up to the appointed time on the next working day. Air India Ltd., at its discretion, may extend the deadline for submission of bids by issuing an Addendum to this RFP.

(18) **Validity of the Offer:** The offer submitted by the tenders shall remain valid for 90 (ninety) days from the date of opening of the Financial Bids.

(19) Air India Ltd. reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time, prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Air India Ltd.'s action.

**(20) In order to familiarize with the proposed let out premises for inspection, bidder may contact Air India Station Manager, CBO BLDG., SCO 162-164, SECTOR 34- A, CHANDIGARH- 160036., Tel. No: 0172-2624942, with prior appointment.**

(21) The bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Financial Bid shall be initialled by the person or persons signing the bid. All Entries or amendments shall be initialled by the person or persons signing the bid.

(22) The bid shall contain no alterations, omissions or additions, except those to Comply with instructions issued by Air India Ltd. or as necessary to correct errors made by the bidder, in which case all such corrections shall be initialled by the person or persons signing the bid.

(23) Authorized signatures shall be of the persons of status and probity and their full names, occupations & addresses shall be printed below their signatures with Official seal.

- (24) Any costs incurred by the applicants for collection of information, for Preparation of the bids, for attending the conference / meetings / presentations or any other subsequent negotiations shall not be reimbursable.
- (25) No bids shall be modified by the bidder after the deadline for submission of bids.
- (26) The applicants / bidders are subject to be disqualified, if an applicant / bidder made misleading or false representation in the forms, statements and attachments submitted or has been debarred by Air India Ltd. as on the date of application.
- (27) A bidder is permitted to submit only one bid document for representing itself, for the purposes of space, i.e., each Bidder may quote for both vacant two floors offered for letting out the space as mentioned in the RFP.
- (28) Electricity & Water as available from the source will be borne by the lessee.
- (29) In case of any discrepancy between the words and figures of Rates Quoted by the Bidders, **the 'Words' will prevail over Figures.**
- (30) The space is being let out on 1<sup>st</sup> & 2<sup>nd</sup> Floor of CBO Bldg Chandigarh on Leave & License Fees, to the interested bidders, as described above. The Bidder has to apply for minimum one Floor area by enclosing DD / Pay order of requisite amount for that floor, However, the Bidder has the option to quote for two floors or one floor by enclosing separate DD/Pay order for each floor. It may be noted that, while evaluating the Bids, Air India Ltd., will accept **only the Highest Bid** for each floor from the bids quoted by various bidders.
- (31) Air India Ltd., reserves the right to accept / reject any bid in full or part thereof without assigning any reasons.
- (32) The layout of the floor arrangement should have prior approval of AIL before undertaking any change.

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**ADDITIONAL TERMS & CONDITIONS APPLICABLE TO SELECTED BIDDERS AS LICENSEE**

The Following additional Terms & Conditions will be applicable to Selected Bidders, who will be termed as **LICENSEE** after execution of the Agreement.

(1) If any payment is to be made by the Licensee under this Agreement, whether by way of License Fees or any other charges and the same is not paid on the due date, the Licensee shall pay to the Licensor interest at the rate of 18% (eighteen per cent) per annum from the due date till the payment is made in full. The liability of the Licensee to make payments to the Licensor shall survive the termination of this Agreement.

(2) All and any payments due to the Licensor under this Agreement and as stipulated herein above shall be made in full without any set off or counterclaim and without deduction or withholding of any kind.

(3) During the period of the LICENSE, the LICENSOR will not be bound or liable to carry out painting inside the LICENSED PREMISES but the LICENSEE will be at liberty to do such painting work at his own cost and expense.

(4) The LICENSEE shall be at liberty to install racks, partitions and such fixtures and fittings of a temporary nature inside the LICENSED PREMISES as it may require for its business with the prior consent of the LICENSOR (which consent will not be unreasonably withheld) and to remove such racks, partitions, fixtures and fittings on the expiry of this LICENSE or earlier determination thereof, but without causing any damage to the LICENSED PREMISES or the Building of the LICENSOR and if any damage is caused to the LICENSED PREMISES or the Building of the LICENSOR as a result of such removal, the LICENSEE shall repair and make good such damage at his own cost and expense.



**(6) The LICENSEE to the intent that the obligations hereinafter shall be binding on the LICENSEE throughout the term of this LICENSEE hereof covenants and agrees with the LICENSOR as follows :**

(a) The LICENSEE will pay the said Licence fees, Service tax & Cess charges as applicable due hereunder (if any) on the days and in advance payment thereof.

The LICENSEE shall not make any structural alterations and additions to the LICENSED PREMISES or any part thereof, nor shall it make modifications or additions to any fixtures or installations provided by the LICENSOR. The LICENSEE may be allowed to install air conditioner or air-conditioning or cooling system or similar apparatus of whatever nature subject to prior approval. However, that the LICENSEE shall be entitled to use pedestal / table fans in the said premises.

(b) The LICENSEE shall take good care of the LICENSED PREMISES and all the LICENSOR's fixtures, fittings, installations and equipment therein and appurtenances thereto and thereof, and all damage or injury to the LICENSED PREMISES, the said fixtures, fittings, installations, equipment or appurtenances or to the Building, its apparatus or services which may be caused by the LICENSEE, its servants, employees, agents or visitors, including but without in any way limiting the foregoing, damage caused by the LICENSEE moving property, goods or equipment in or out of the Building or the LICENSED PREMISES, shall be repaired, restored, remedied or replaced by the LICENSEE promptly on the same being sustained at the sole cost and expense of the LICENSEE to the satisfaction of the LICENSOR by contractors and workmen employed.(at the LICENSEE's cost) but subject there to all repairs to the LICENSED PREMISES and to any of the LICENSOR's fixtures, fittings, installations or equipment as may be required to preserve and keep the same in good order and condition shall be carried out by the LICENSEE at its own cost.

(c) The LICENSEE shall not overload the LICENSED PREMISES and shall neither place nor distribute a load thereon in a manner likely to jeopardize the safety of the LICENSED PREMISES or of the Building and the LICENSOR reserves the right to prescribe the maximum weight and position of all items of heavy furniture and equipment which must be placed so as to distribute the weight evenly. The LICENSEE will be allowed to place in or bring upon the LICENSED PREMISES only such items of heavy furniture, business machines or mechanical or other equipment as the LICENSOR shall in its sole and absolute discretion think fit. Business machines and mechanical equipment authorized by the LICENSOR shall be located and maintained by the LICENSEE at the LICENSEE's expense in settings sufficient in the Licensor's judgment to absorb and prevent vibration noise and annoyance to occupiers of other portions of the Building.

(d) The LICENSEE shall ensure that the lavatories and water supply apparatus used by the LICENSEE, its servants, employees and visitors are used only for the purpose for which they are designed in a proper manner and that they are not damaged or misused by the LICENSEE or its servants, employees or visitors.

(e) The LICENSOR will pay the Government and / or Municipal rents, taxes and cesses in respect of the Building.

(f) LICENSEE will be given only permissive use and occupation of the LICENSED PREMISES and LICENSEE shall have no exclusive rights to the use and occupation of the LICENSED PREMISES. The possession of the LICENSED PREMISES shall always be with the LICENSOR who shall at all times have free and unobstructed access to the LICENSED PREMISES, the occupation of the LICENSEE being only permissive, obstructed and restricted occupation for the purpose of using the LICENSED PREMISES on the terms and conditions contained in this Agreement.

(g) The Stamp Duty on this Agreement and its counterpart shall be shared between the LICENSOR and LICENSEE in equal shares, both parties hereto shall bear its own legal costs.

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**ADDITIONAL CONDITIONS - II:**

1. Sealed / Closed Tender/**RFP** documents are to be deposited / delivered in the Tender box earmarked for this purpose in the office of the, **Station manager, AIL**, City Booking office Bldg., SCO162-164, SECTOR 34- A, CHANDIGARH- 160036., Tender documents sent through Post or Courier will be at the risk of the Tender and AIL will not be responsible for any loss or non-receipt of the tender documents. Tenders/**RFP** documents received after due date / time will not be entertained / considered.
2. Tenders should clearly mention the purpose for utilization of the space.
3. In case, the successful tender refuses to accept the LOI / Contract in full or fails to abide by any terms & conditions of the Tender, EMD shall be forfeited.
4. **Security Deposit** : The successful Tenderer(s), on award of LOI and before possession of the space, shall deposit a sum equivalent to **three months** rental charges and continue to maintain for the entire period of the Lease agreement & extension period ( if any) plus three months, in the form of Bank Draft / Banker's Cheque from a Nationalized/ Scheduled Bank drawn in favour of "**Air India Ltd., payable at Chandigarh**".
5. Security Deposit shall not bear any interest, and shall be refunded without interest only on successful completion of the Lease Rental period including the extension period, if any and after adjustment of all penal measures, if any.
6. In case, the successful tenderer(s) fails to accept the Contract in full or fails to abide by any terms & conditions of the Tender/Contract or any breach thereafter or found bankrupt / insolvent, the Security Deposit will be forfeited.
7. **Validity, Extension and Termination of Agreement** :  
**The leave and license Period** : The demarcated Office Space would be available on **Leave and License Basis initially for a period of (03) three years** with an option to extend the period of lease. for total 09 years in block of 03 years on mutually agreed terms & condition, **for Second & Third block of 03 years.**
8. Any type of subletting, modification of structure of the building, additional/ up gradation of facilities without any prior approval of AIL will be treated as breach of the contract and Lease Rental Contract shall be cancelled with forfeiture of the Security Deposit submitted against the contract.

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9. The lessor will retain the original agreement and lessee in duplicate thereof.
10. The License fees/rentals shall be increased after expiry of each year and shall be revised upward @ 5% per annum.
11. Monthly Lease Rental has to be by the lessee in advanced by means of issuing monthly post dated cheques in favour of "AIR INDIA LTD" for one year at a time in advance.
12. The Lessee/tenant shall have to pay Security Deposit equivalent to **rent of Three months** for the leased space.
13. Permission for additions /alterations and for up gradation of facilities, as approved by AIL, shall be given to the successful Tenderer(s)/Bidders and the same has to be removed & the offered space has to be brought back/restored to its original condition at their own cost on the completion of lease period/during the vacation of premises

**14. Evaluation Criteria of the successful tenderer (s) :**

Interested parties may submit their sealed quotations separately for any one space or two spaces offered as detailed in the RFP. **Quoted offer for part area of any floor shall not accepted and be rejected as per sole discretion AIL authority. Govt. Deptts., PSUs, Banks and Govt. Organizations will be given preference.**

**15. Penalty :**

- i) In case of failure to pay the Lease Rental on or before 7<sup>th</sup> day each month, a penalty will be imposed @18%per annum or part thereof for the delay in payment of monthly rental charges.
- ii) In case the lessee defaults in paying lease rental for consecutive three months, lease agreement will be terminated at the option of the Lessor including forfeiture of the Security Deposit.
- iii) Successful Tenderer(s) has to bring back and hand over the Office Space in its original condition after expiry of the lease agreement period. Any damages noticed at the time of handing over the same or any cost associates to bring back the Office Space to its original condition, the same has to be borne by Lessee, within the Notice period failing which the same to recovered from the Security Deposit before refund of the same.

**16. Recovery of Sum Due :**

(i) In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the lessee under this, or any other contract between the lessee and AIL. Also, should this amount be insufficient to cover the said full amount recoverable, the successful tenderer shall pay to AIL the balance amount, if any, within 30 days of the demand made by AIL.

ii) AIL reserves the right to recover from the lessee periodical payments, for any loss or damage caused to plant / equipment / machinery / building or any other property of AIL by negligence or due to any other reason of lessee employees, whatsoever.

iii) AIL reserves the right to conduct the spot / surprise checks of the Office Space let out which could be conducted by AIL's representative / any third party authorized by AIL, anytime to point out shortcomings and deficiencies while using such Office Space by the lessee, AIL, at its sole discretion reserves the right to impose penalties (if found necessary) on the lessee for non-compliances of the Lease agreement Terms & Conditions. In the event of repeated such instances of deficiency by the lessee, AIL shall have the right to terminate the lease agreement with immediate effect and forfeit the security deposit.

iv) Carrying out garbage / refuse arising out of their Office Space will be the responsibility of the lessee.

v) Sub-letting is not permitted. In case, If it is found that the lessee has / have resorted to sub-letting of the Office Space in any form then, AIL reserves the rights to terminate the Lease agreement with immediate effect and forfeit the Security Deposit & can initiate legal action as deemed fit.

**17. Interpretation :**

i) In the event of any difference in the interpretation of any of the clause of the Lease Agreement and / or the Tender documents, the clarification given by ED (P&F), AIL, HQ shall be final and binding on the Parties/Bidders/Tenderers.

ii) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning scope of operation or effect of the Lease agreement or the validity or the breach thereof, shall be referred for settlement or the validity or the breach thereof, shall be referred for settlement to "SCOPE FORUM OF CONCILIATION AND ARBITRATION" Govt. of India and the award made in pursuance thereof shall be binding on the parties concerning to the arbitration.

**18.** The lease agreement is liable to be terminated by giving 03 months notice in writing by either side.

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RFP No. DEL/PFD/CHD-LEASING/2016-17/15

Date :07.02.2017

**ACCEPTANCE LETTER**

To,  
**Executive Director (P&F),  
1st Floor, Old Vayudoot Bldg., AI Complex  
Safdarjung Airport, New Delhi – 110003**

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Sir,  
We hereby unconditionally accept the tender terms and conditions in its entirety for  
**RFP No. DEL/PFD/CHD-LEASING/2016/17/15, Dt- 07.02.2017**

We also confirm that payment of Earnest Money Deposit has been made in the form of DEMAND DRAFT / PAYORDER and the same is enclosed where applicable.

Date : \_\_\_\_\_

PLACE: \_\_\_\_\_

SIGNATURE OF THE TENDERER WITH RUBBER STAMP

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**ACCEPTANCE LETTER**

To,  
**Executive Director (P&F),  
1st Floor, Old Vayudoot Bldg., AI Complex  
Safdarjung Airport, New Delhi – 110003**

Sir,  
We hereby unconditionally accept the tender terms and conditions in its entirety for  
RFP No **DEL/PFD/CHD-LEASING/2016-17/15 Dt-07.02.2017**

We also confirm that payment of Earnest Money Deposit has been made in the form of DEMAND DRAFT / PAYORDER and the same is enclosed where applicable.

Date : \_\_\_\_\_

PLACE: \_\_\_\_\_

SIGNATURE OF THE TENDERER WITH RUBBER STAMP

RFP No. DEL/PFD/CHD-LEASING/2016-17/15

Date :07.02.2017

**SUB : REQUEST FOR PROPOSAL (RFP) FOR LETTING OUT VACANT PREMISES ON 1ST & 2ND FLOOR OF CBO BLDG. AT SCO162-164, SECTOR 34- A, CHANDIGARH- 160036.**

**EVALUATION OF FINANCIAL BIDS:**

- 1) In case of any discrepancy between the words and figures of Rates Quoted by the Bidders, the ' **Words** ' will prevail over Figures.
- 2) The space is being let out on **1<sup>ST</sup>, 2<sup>ND</sup> Floor** of CBO Chandigarh on lease rentals/ **Leave & License Fees**, to the interested bidders, as described above. The Bidder has to apply for minimum one Floor area by enclosing DD / Pay order of requisite amount for that floor, However the Bidder has the option to quote for all three two floors or one floor by enclosing separate DD/Pay order for each floor. It may be noted that, while Evaluating the Bids, Air India Ltd., will accept **only the Highest Bid** for each floor from the bids quoted by various bidders.
- 3) Air India Ltd., reserves the right to accept / reject any bid in full or part thereof without assigning any reasons.
- 4) Air India Ltd., also reserves the right to accept the Highest Bid for an individual floor from the Quotes received from various bidders, and no communication in this regard will be entertained after the opening of RFP / Tender.
- 5) Air India Ltd. shall finally check arithmetically the calculations, and corrections will be done, if any.
- 6) The bidder quoting the Highest lease rent for each individual floor shall only be considered.
- 7) The decision of Air India shall be final and binding on bidders.
- 8) Preference will be given to **Govt. Depts., PSUs, Banks and Govt. Organizations.**

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**INSTRUCTIONS TO BIDDERS**

1. Air India Limited invites Request For Proposal (RFP) from the interested bidders for letting out of spaces on I<sup>st</sup>, II<sup>nd</sup> Floor of CBO Chandigarh, on “as is where is basis”.
2. The intended bidders shall have to submit details of their company in the prescribed format attached in **Form - I**.
3. The firm selected after scrutiny of Technical bid only shall qualify for Financial bid document opening with complete details for submission.
4. The Bidders have to unconditionally accept the terms and conditions contained herein this RFP.

**5. This RFP document is available on Air India website : [www.airindia.in](http://www.airindia.in) and can be downloaded**

**6. Bidding Structure:**The bidding process shall be carried out in two bids system. The firm selected based on details submitted in technical bids will be eligible for Financial bid / Price bid opening. **The organization shall submit the Financial bid along with full tender document, Earnest Money Deposit or any other such amounts as specified in the tender.**

7. Air India Ltd. shall evaluate only those bids which are received before the Bid Submission deadline prescribed herein in the required formats and are complete in all respects and accordingly, **any bids not conforming to the requirements contained herein shall be liable to be rejected.** The Bidders have to quote the Leave & License fees as per the directions mentioned in the tender document. Air India reserves the right to reject or accept any Financial Bid received from the bidders without assigning any reason whatsoever.

**8. Conflicts of Interests:**

(i) An applicant shall not have any conflicts of interests with regard to submission of their bids and performance of the Scope of terms. Any applicant found to have such conflicts of interests, at any time, shall be liable to be disqualified.



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(ii) Without limitation on the generality of the foregoing, the Bidders and any of its Associates shall be considered to have a conflict of interests and shall not be selected under any of the circumstances as set forth below.

(iii) The interested organizations shall not take up any assignment that by its nature will result in conflict with the Air India business.

**9. Amendment of bidding documents:**

(i) At any time prior to the deadline for submission of bids, the Air India Ltd. may for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, amend this RFP / bidding documents by issuing Addendum.

(ii) Any Addendum thus issued shall be part of this RFP / bidding document.

(iii) To afford prospective bidders reasonable time, in which to take an Addendum into account in preparing their bids, the Air India Ltd. may extend as necessary the deadline for submission of bids, in its sole discretion.

**10. Important Notes :**

(i) Bids submitted after the last date / time will not be considered. However, ALL reserves the right to amend / extend the last date / time & the date / time of opening of the Tender.

**(ii) Tenderer should submit their bid for the entire available approx area of a particular floor for which they wish to quote. Bids received by a tenderer for the partial area of a particular floor would not be accepted and liable to be rejected as per sole discretion of ALL authority.**

(iii) Air India Ltd reserves the right to reject or accept any tender in full or annul the tender process without assigning any reason or without incurring any liability to the Tenderers.

(iv) It will be imperative for the tenderers to be fully acquainted themselves with the local conditions and factors and rules of the Land, which would have any effect on the Lease Rental to be offered.

(v) The tender once submitted cannot be amended and can also not be withdrawn.

(vi) The basic structure of the building / space cannot be altered / changed.

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**SUB : REQUEST FOR PROPOSAL (RFP) FOR LETTING OUT VACANT PREMISES ON 1ST & 2ND FLOOR OF CBO BLDG. AT SCO162-164, SECTOR 34- A, CHANDIGARH- 160036.**

**FORM- II :(A)  
COMMERCIAL/PRICE BID (TO BE QUOTED BY BIDDERS)**

<b>FLOOR</b>	<b>CARPET AREA IN Sq. FT.</b>	<b>LEASE RENT (TO BE QUOTED IN RS. PER SQ. FT. PER MONTH) IN FIGURES &amp; WORDS</b>	<b>AMOUNT (TO BE QUOTED IN RS. PER MONTH)</b>
<b>1st Floor</b>	<b>2818 Sq.fts.</b>		

QUOTED AMOUNT IN WORDS (RUPEES \_\_\_\_\_/- PER MONTH)

- 2) The Bidder shall quote on carpet area as indicated above.
- 3) The space is being let out on 1<sup>st</sup> Floor of CBO Chandigarh on lease rentals / Leave & License Fees to the interested bidders, as described above. The Bidder has to apply for minimum one Floor area by enclosing DD / Pay order of requisite amount for that floor. However the Bidder has the option to quote for all two floors by enclosing Separate DD/Pay order for each floor. It may be noted that, while Evaluating the Bids, Air India Ltd., will accept the **Highest Bid** for each floor from the bids quoted by various bidders.
- 4) Air India Ltd., reserves the right to accept / reject any bid without assigning any reasons.
- 5) Air India Ltd., also reserves the right to accept the Highest Bid for an individual floor from the Quotes received from various bidders, and no communication in this regard will be entertained after the opening of RFP / Tender.
- 6) Service tax as applicable will be charged by Air India on the rent recoverable from the lessee as per relevant Act applicable whereby services relating to immovable property has been brought under the purview of service tax.

DATE :

PLACE :

SIGNATURE OF THE BIDDER WITH RUBBER STAMP

**SUB : REQUEST FOR PROPOSAL (RFP) FOR LETTING OUT VACANT PREMISES ON IST & IIND FLOOR OF CBO BLDG. AT SCO 162-164,SECTOR 34- A, CHANDIGARH- 160036.**

**FORM- II :(B)****COMMERCIAL/PRICE BID (TO BE QUOTED BY BIDDERS)**

<b>FLOOR</b>	<b>CARPET AREA IN Sq. FT.</b>	<b>LEASE RENT (TO BE QUOTED IN RS.PER SQ.FT.PER MONTH) IN FIGURES &amp; WORDS</b>	<b>AMOUNT (TO BE QUOTED IN RS.PER MONTH)</b>
<b>IInd Floor</b>	<b>3472 Sq.fts.</b>		

QUOTED AMOUNT IN WORDS (RUPEES \_\_\_\_\_/- PER MONTH)

2) The Bidder shall quote on carpet area as indicated above.

3) The space is being let out on IInd Floor of CBO Chandigarh on lease rentals / Leave & License Fees to the interested bidders, as described above. The Bidder has to apply for minimum one Floor area by enclosing DD / Pay order of requisite amount for that floor. However the Bidder has the option to quote for all two floors by enclosing Separate DD/Pay order for each floor. It may be noted that, while Evaluating the Bids, Air India Ltd., will accept the **Highest Bid** for each floor from the bids quoted by various bidders.

4) Air India Ltd., reserves the right to accept / reject any bid without assigning any reasons.

5) Air India Ltd., also reserves the right to accept the Highest Bid for an individual floor from the Quotes received from various bidders, and no communication in this regard will be entertained after the opening of RFP / Tender.

6) Service tax as applicable will be charged by Air India on the rent recoverable from the lessee as per relevant Act applicable whereby services relating to immovable property has been brought under the purview of service tax.

DATE :

PLACE :

SIGNATURE OF THE BIDDER WITH RUBBER STAMP

RFP No. DEL/PFD/CHD-LEASING/2016-17/15

Date :07.02.2017

**SUB : REQUEST FOR PROPOSAL (RFP) FOR LETTING OUT VACANT PREMISES ON 1ST & 2ND FLOOR OF CBO BLDG. AT SCO 162-164,SECTOR 34- A, CHANDIGARH- 160036.**

**DECLARATION**

1. I/We hereby declare that I/We have read and understood the Introduction & Form-I, For Technical Bids, The Bidding document, Preparation of Bid, General Terms & conditions, Additional Terms & Conditions, Acceptance Letter, , Evaluation of Financial Bids, Instructions to Bidders, Form-IIA&B for Commercial / Price Bid of the subject RFP, etc .and hereby agree to abide by them. In token thereof I/We have signed below in all the required pages. I/We also understand that otherwise this tender/ RFP is liable to be rejected.

2. I/We understand that our Tender / RFP **will not be considered**, if the rates quoted for offered areas are **NOT written both in FIGURES AND WORDS**.

3. I/We hereby confirm that only the relevant entries asked for have been made within the Tender / RFP documents. I/We also confirm that in the event of any entry in this Tender document, other than the relevant entry, shall make this Tender / RFP invalid.

4. I/We hereby confirm that, we have not removed any pages from this RFP other than those mentioned in RFP to be put in Envelope no: 1, 2 & 3. and nor added any pages to this RFP.

Date :

Place:

SIGNATURE OF TENDERER WITH RUBBER STAMP