GOVERNMENT OF INDIA
MINISTRY OF FINANCE (DEPARTMENT OF REVENUE)
OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE & SERVICE TAX (AUDIT)
C R BUILDING, IS PRESS ROAD COCHIN – 682018

C.No.I/22/29/2014 PRO Dated-29/11/2016

TENDER NQTICE FOR HIRING ON RENT OF OFFICE SPACE

On behalf of the President of India, Commissioner of Central Excise & Service Tax (Audit), Cochin invites bids for hiring on rent suitable office. accommodation having approximate Carpet area of around 30,000 - 35,000 sq. ft from the legal owners / power of attorney holders of suitable buildings for the Office of the Commissioner of Central Excise & Service Tax Commissionerate (Audit), Cochin along with provision for not less than 20 car parking space within the limits of Corporation of Cochin.

The amount of rent payable for the premises taken on lease will be as per the Government of India Rules and the same shall be fixed and paid in accordance with the Government of India instructions in force. Interested parties .having clear title may download the tender details from the official websites www.cbec.gov.in, www.cenexkochi.gov.in, www.eprocuregcv.in or obtain the same in person from the Superintendent, Public Relations Office, Office of the Commissioner, Central Excise & Service Tax (Audit), C.R. Building, LS Press Road, Cochin - 682018. The bids, complete in all respects should be placed in sealed cover comprising Technical Bid and Financial Bid (each in separately sealed cover superscribed as "Technical Bid for hiring of office space for Audit Commissionerate Cochin" and "Financial Bid for hiring office space for Audit Commissionerate Cochin" may be submitted in person and shall be received in the inward receipt counter of the office or by post/ courier e.t.c on or before 05:00 pm on 22/12/2016. Offers received beyond the specified date/ time shall not be entertained and this office shall not be responsible for delay in receipt or loss of documents sent by post / courier e.t.c.

Enclosures –

(i) Terms and conditions
(ii) Format of Standard Lease Agreement (SLA)
(iii) Technical 'Bid & Financial bid Format
(iv) Format for declaration

Sd/

(V.N.ARAVINDAN)
ASST COMMISSIONER (P&V)

Copy to:-

1. The Superintendent (System), Central Excise Cochin for publication in the Official Websites i.e. in www.cbec.gov.in,www.cenexcisekochi.gov.in and www.eprocure.gov.in
2. The Notice Board at the office of the Commissioner of Central Excise Customs & Service Tax Cochin.
3. Authorized Ad. Agency for publishing the Tender notice in News Papers – Mathrubhumi, Hindu and Kerala Kaumudi.

General Instructions:-

(i) The tender consists of three parts- **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 superscribed in bold letters (a) Technical bid for hiring of office space for Audit Commissionerate Cochin (b) Financial bid for hiring of office space for Audit Commissionerate Cochin. Both the envelopes should then be placed in a single sealed cover superscribed "Tender for hiring of office space for Audit Commissionerate Cochin".

(iii) Bids completed in all respects must be submitted at the inward receipt counter of Office of the Commissioner of Central Excise & Service Tax (Audit), C.R Building, I.S Press Road, Cochin - 682018 on or before 22/12/2016 before 05.00 PM and acknowledgement obtained.

(iv) Tenders (Technical Bid only) will be opened on 22/12/2016, 10.00 Hrs. at the Conference Hall, at 1st Floor, Office of Commissioner of Central Excise & Service Tax (Audit), C R Building, I.S Press Road, Cochin - 682 018 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 10.00 Hrs on 22/12/2016.

Part A: TERMS AND CONDITIONS:

1. The Terms and conditions shall form part of tender to be submitted by the bidder to the Commissioner, Central Excise & Service Tax (Audit), C.R. Building, I.S Press Road, Cochin - 682018.

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. Commissioner, Central Excise & Service Tax (Audit), C.R. Building, I.S Press Road, Cochin - 682018 reserves her 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.

4. Tender documents received in the Office of the Commissioner, Central Excise & Service Tax (Audit), C.R. Building, I.S Press Road, Cochin - 682018 after the due date and time i.e. 22/12/2016 05.00 Pm 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 e.t.c.

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 and not less than 20 car parking space. 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 Cochin Corporation Authorities 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.

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

17. Electricity and water bills as per actual consumption shall be borne by the Department.

18. 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.

19. 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 lift & lighting of common spaces, running of generator etc.

20. No brokerage shall be paid by the Department.

21. The payment terms mentioned in the financial bid shall be strictly followed.

22. The office space should have all required electrical fixtures such as switches, power points, fans, lights etc along with DG sets for 24x7 power supply.

23. 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.

24. AC ducting, false ceiling, light fittings, power sockets e.t.c should be provided as per design by the tenant.

25. Suitable common amenities like toilets, pantry e.t.c should be available which are in usable condition. The Department at its discretion may in addition run a canteen for the staff.

26. The offered space should be in a ready to use condition with approved electricity, water, sewerage connections e.t.c. The electric power load available should also be indicated.

27. 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.

28. The owner should make available not less than 20 car parking space in the premises out of which atleast 10 should be covered parking.

29. Department reserves the right to set up additional Generator Sets and other 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.

30. Tender is likely to be rejected because of non-fulfillment of any of the above terms.

31. Infrastructure Cell headed by the Commissioner, Central Excise & Service

Tax (Audit), C.R. Building, I.S Press Road, Cochin - 682018 reserves the right to reject all or any tender without assigning any reason thereof.

32. Office of the Commissioner of Central Excise & Service Tax (Audit), reserves the right during the lease period/extended lease period to carry out suitable alterations by way of partitions, office fixtures, fittings e.t.c for the effective use of the office space hired.

33. 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.

34. The offer should remain valid for six months. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of area and price and other terms and conditions quoted in the Technical or Financial bids. The bidder is required to submit an undertaking on non-judicial stamp paper of requisite value duly signed by legal owner or his power of attorney holder that the bidder shall not back out / cancel the offer / offers made to the Commissioner, Central Excise & Service Tax (Audit), Cochin Commissionerate during the validity period.

35. 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.

36. The owner/the holder of power of attorney should intimate in writing the likely date of handing over of the premises.

37. The Infrastructure cell headed by Commissioner, Central Excise & Service Tax (Audit), C.R. Building, I.S Press Road, Cochin - 682018 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 Cochin 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.

8	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	
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 (v) Residential (vi) Tele Fax No. (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	Rate of Rent of car parking (per car per month)		
04	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

LEASE AGREEMENT/SLA FORMAT

AN AGRREMENT MADE THIS .....DAY.....OF.....

.....One thousand nine hundred and .....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 PRESIDENT OF INDIA (hereinafter referred as 'THE GOVERNMENT OF INDIA' or 'Lessee') of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as..... together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.
2. The lease shall commence/shall be deemed to have been commenced* on the day of two thousand fourteen and shall, subject to the terms hereof, continue for a term of..... year 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 non-residential 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 there of, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the 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 itsetf, 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* as .....in the city of.....which building bear Municipal No ..... .and is situated on plot/land bearing Survey Nos. ..... and is bounded on or towards East by..... on or towards West 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 President of India

In the presence of

Witness1. .....
2.....

And by the Lessor in presence of

(Signature) Name and address of the Lessor

Witness1. .....
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.