सत्यमेव जयते

OFFICE OF THE ADDITIONAL DIRECTOR GENERAL
DIRECTORATE GENERAL OF GOODS & SERVICES TAX INTELLIGENCE,
KOCHI ZONAL UNIT
CENTRAL EXCISE BHAVAN, KATHRIKADAVU,
KALOOR.P.O, KOCHI-682 017

Phone/Fax: 0484 2330965 Email ID: dgi.kochi@gov.in

F. No. I/7/72017 ADMN. **Date: 08 .11.2017.**

TENDER FOR HIRING OF OFFICE SPACE FOR THE OFFICE OF DEPUTY/ ASSISTANT DIRECTOR, DIRECTORATE GENERAL OF GOODS AND SERVICE TAX INTELLIGENCE, REGIONAL UNITS, TRIVANDRUM/CALICUT

On behalf of the President of India, The Additional Director General, Directorate General of Goods and Services Tax Intelligence, Kochi invites online tenders (e-tenders) for hiring suitable office accommodation on rent having approximate Carpet area from 3500 to 4500 square feet for their Regional offices at Trivandrum & Calicut, from the legal owners / power of attorney holders of suitable buildings along with provision for sufficient car parking space in most suitable area.(As detailed in The Terms & Conditions of this Tender).

2. 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. The details of space requirement, terms & conditions and other documents are outlined in the Annexures to this e-tender as under**.**

(a)	Annexure-I	:	Instructions to Bidder
s			
(b)	Annexure-II	:	Terms & Conditions
(c)	Annexure-III	:	Technical Bid
(d)	Annexure-IV	:	Financial/ Price Bid Undertaking
(e)	Annexure-V	:	Financial/ Price Bid Proforma (BoQ)
(f)	Annexure-VI	:	Tender Acceptance Letter
(g)	Annexure-VII	:	Letter of offer
(h)	Annexure-VIII	:	Instructions for Online Bid Submission
(i)	Annexure-IX	:	Standard Lease Agreement

3. Document Download: The interested bidders may download the Tender Documents from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app or www.cbec.gov.in as per the schedule as given in the CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

e-published Date	09.11.2017 at 1300 hrs.
Bid Document Download Start Date	09.11.2017 at 1315 hrs.
Bid Submission Start Date	10.11.2017 at 1400 hrs.
Clarification Start Date	09.11.2017 at 1500 hrs.
Clarification End Date	30.11.2017 at 1600 hrs.
Bid Submission End Date	01.12.2017 at 1700 hrs.
Bid Opening Date	04.12.2017 at 1430 hrs.

3.1 Bid Submission: Bids shall be submitted online only at CPPP websitehttps://eprocure.gov.in/eprocure/appwith all the requisite documents signed with digital signature (DSC). The tender shall be submitted online in two parts, viz. **(i) Technical Bid** and **(ii) Financial/ Price Bid** along with other documents as mentioned in the tender documents. Bidders are advised to follow the "Instructions for online Bid submission" provided in the **Annexure-VIII** for online submission of bids. **No tender shall be accepted / entertained by fax, e-mail or submitted in person or any other such means and beyond the specified date /time**.

3.2. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/appshall not tamper/modify the tender form including downloaded price bid form in any manner.

3.3 It may be noted that, in case of non-uploading of copies of documents specified in the Tender documentson the CPPP, such technical bid, shall summarily be rejected. The offers submitted through any means other than uploading on the CPPP website https://eprocure.gov.in/eprocure/appshall not be considered. No correspondences will be entertained in this matter. This office reserves the right to accept or reject any tender in part or full or without assigning any reasons thereof. **The bidder should refrain from indicating the rent and other financial details in the technical bid and if they do so, the bid will summarily rejected.**

4 The Tender enquiry documents will be available on official website on http://eprocure.gov.in from 09.10.2017 at 1300 hrs. to 30.11.2017 at 1700 hrs**.** The Bidder should raise any doubt/query regarding the tender document on the CPPP website itself.

5. Earnest Money Deposit: EMD of **Rs.2500/- (Rupees Two thousand and five hundred only)** shall be submitted by bidders by Demand Draft/ Banker's Cheque drawn on a Scheduled Commercial Bank in India payable at Bangalore, **in original**, in favour of the "Pay & Accounts Officer, CBEC, Cochin" and must reach the tender inviting authority at 1st Floor, Central Excise Bhavan, Kathrikadavu, Kochi 682017 by **1500 Hrs. on 01.12.2017**. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection process. No interest shall be paid on the EMD and EMD of selected bidder will be returned within 30 (thirty) days after the Lease Agreement is signed. Tenders not accompanied with **Earnest Money Deposit** will be treated as non-responsive and will be rejected, at the initial stage itself "as Tenders received without EMD".

6. Intending bidders are advised to visit the departmental website and the CPPP website regularly till closing date of submission of tenders for any corrigendum/ addendum/ amendment.

7. Bids will be opened as per date/time as mentioned in the **Critical Date Sheet** of Tender/ CPP Portal. After evaluation of technical bids online/premise verification, bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to qualified bidders. The bidders can check the same from the portal. The financial bid of the successful bidders will be decrypted and opened on-line, on the scheduled date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.

8. After opening of Technical Bid, the original documents as per requirement of the e-tender document may be verified by this office during technical evaluation of the bids. This office reserves the rights to seek any document in original related to the premises on hire for verification at any stage of tender process.

9. In the event of any of the above mentioned dates being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time.

10. The Bidder(s) shall quote rates for the space to be rented only as "Rate per square foot per month" (in both words and figures). This rate shall be exclusive of GST. The lessor would be liable for ensuring compliance with the relevant rules, and regulations as notified by the Government in this regard from time to time. **The total amount of rent per month compared with the carpet area offered in Sq. ft. would be the criteria for deciding the successful bidder.**

11. In case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bids containing technical bid, financial bid and EMD in respect of each premises.

12. The bids for office space at Trivandrum and Calicut shall be submitted separately.

For any further details, Shri Harish. K, Deputy Director or Shri T. S. Sivan Pillai, Senior Intelligence Officer (Mobile No. 9496264814), Directorate General of Goods and Service Tax Intelligence, Kochi may be contacted. The last date for receipt of Bids is .01.12.2017 at 1700 Hrs. This issues with the approval of Additional Director General, Directorate General of Goods and Services Tax Intelligence, Kochi.

Sd/-

(K.KALIMUTHU)
Joint Director,
Directorate General of Goods and Services Tax Intelligence,
Kochi.

Copy to:

1. The web master, i/c of www.cbec.gov.inwebsite, Director General of Systems and Data management, Customs and Central Excise, 4th& 5th Floor, Hotel Samarat, Chanakyapuri, KautilyaMarg, New Delhi 110021, for publishing in the official website.

2. The Superintendent (Systems), Central Tax & Central Excise, Kochi, Calicut and Trivandrum to upload in the Commissionerate website.

ANNEXURE-I

INSTRUCTIONS TO THE BIDDERS

1. The invitation to bid is open to legal owners/power of attorney holders of properties located in the areas mentioned in the Tender document. The prospective bidders should submit their bids strictly in the proforma prescribed in the Tender documents.
2. The successful bidder will be declared as 'the lessor' which means and includes not only the bidder but also his legal heirs, successors, successors in office, legal representatives, etc. The Additional Director General, **Directorate General of Goods and Services Tax Intelligence**, **Kochi** will be 'the lessee' for the current bidding.
3. The bidder is expected to examine all instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish information as required in the bidding document or submission of the bid not substantially responsive to the bidding document in every respect will result in the rejection of the bid.
4. At any time prior to the deadline for submission of bids, the lessee may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder, modify the bidding document by a written amendment. The amendment which will be binding, shall be available in www.cbec.gov.in or https://eprocure.gov.in/eprocure/app.

5. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the lessee, at his discretion, may extend the deadline for the submission of bids.
6. The carpet area required is indicated as follows:

Sl. No.	Type of office	Name of the Station	Preferred location	Approx. net carpet area (Sq. ft.)
1	Central Govt. Office (Regional Unit, DGGSTI, Trivandrum)	Trivandrum	Preferably within a distance of 5 km from the Secretariat.	3500 to 4500
2	Central Govt. Office (Regional Unit, DGGSTI, Calicut)	Calicut	Preferably within a distance of 5 km from Calicut Railway Station.	3500 to 4500

7. The bids for office space at Trivandrum and Calicut shall be submitted separately.
8. The Technical Bid by the bidder shall include the following:

   a) Copy of the PAN card
   b) Copy of GST Registration, if any
   c) All tender documents duly filled in, wherever necessary, except the Financial Bid proforma.
   d) Copy of Affidavit from owner or Power of Attorney holder to the effect that the premises offered on rent is free from all encumbrances.

9. The bid prepared by the bidder as well as all correspondence and documents shall be written in English language and should be typed or written in indelible ink. All the columns of the tender document must be filled in and no column should be left blank. "NIL" or "Not applicable" should be marked, where there is nothing to report.

10. In case of co-owners/joint owners, the bid documents i.e. technical bid and financial bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he should invariably submit an **Authorization**/ **Power of Attorney** to do so from the remaining owners.
11. The financial bid should contain the lease rent payable by the lessee without GST. Only GST as applicable will be borne by the lessee. All other taxes/charges/levies etc. shall be borne by the lessor only. The financial bid should be submitted strictly as per the form prescribed in **Annexure-V (BoQ).**
12. The lease rent should be quoted in Indian rupees only. There should not be any over-writings. The lease rent should be expressed both in words and figures.
13. The bid shall remain valid for 180 days after the date of opening of the financial bid. A bid valid for a shorter period may be rejected by the lessee as nonresponsive.
14. In exceptional circumstances, the lessee may require the successful bidder's consent for an extension of period of validity. The request and responses thereto shall be made in writing. The bidder may refuse the request without forfeiting the EMD. The bidder granting the request will not be required/permitted to modify the bid.
15. The bidder may modify or withdraw his/her bid after bid submission provided that written notice of the modification or withdrawal is received by the lessee prior to the deadline prescribed for submission of bids.
16. Bids withdrawn after the opening of the technical bid will result in the forfeiture of bidders' EMD.
17. During evaluation of the bids, the lessee may at his discretion, ask the bidder for clarification of its bid.
18. The results of the evaluation of the technical bids along with the date of opening of the financial bids will be communicated to the qualifying bidders online on the CPP Portal itself. The lessee may at his option choose to open the financial bids immediately after the opening and evaluation of the technical bids.
19. The Courts of India at Kerala will have exclusive jurisdiction to determine any proceeding in relation to this contract.
20. Any misleading or false representation in the bid documents will lead to disqualification of the bidder at any stage.
21. The bidder should submit Annexure-I (Instructions to bidders), Annexure-II (Terms & Conditions), Annexure-VI (Tender Acceptance Letter), Annexure-VII (Letter of Offer), duly signed on all pages and copy of Affidavit from owner or Power of Attorney holder to the effect that the premises offered on rent is free from all encumbrances along with the Technical Bid (Annexure-III)
22. The Financial/Price Bid undertaking (annexure-IV) should be submitted separately with duly filled in Financial/Price Bid proforma (Annexure-V).

Read and accepted

Name & Designation with stamp (if any)
of Bidder or Authorized signatory)

ANNEXURE-II

Part-A- Terms & Conditions (General)

1) The terms and conditions shall form part of tender to be submitted by the bidder to the Additional Director General, Directorate General of Goods and Services Tax intelligence, Kochi (hereinafter referred to as 'lessee')
2) All columns in the tender document shall be duly filled in and no column shall be left blank. "NIL" or "Not applicable" shall be marked, where there is nothing to report. All the pages of the tender document shall be signed by the owner or his authorized power of attorney. Any other cutting or use of white ink should be duly attested by the bidder. The Additional Director General, Directorate General of Goods and Services Tax Intelligence, Kochi reserves the right to reject incomplete tender or in event of any of the particulars being found to be incorrect.
3) Tender documents filed in Central Procurement Portal website after the due date and time, i.e., 01.12.2017 at 1700 hrs. shall be liable to be rejected outright and no correspondence in this regard shall be entertained.
4) No tender will be accepted by fax, email, telex or any other such means.
5) The tender shall be acceptable only from the original owners of the space or from those having valid power of attorney. The space offered should be free from all encumbrances / claims / liabilities and disputes and litigation with respect to its ownership, lease / renting and pending dues etc.
6) Offers received from Government Bodies / Public Sector Undertakings / State Housing Boards etc. would be given preferences.
7) The Technical bid is required to be submitted along with certified copies of approved drawings from Corporation Commissioner 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 will have to be produced before execution of Lease Agreement.
8) 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.
9) The bidder shall quote expected amount of rent per month for the premises being hired in the financial bid. However, acceptance of rent will be subject to the issuance of "Fair Rent Certificate" by CPWD as per the procedure laid down by the Govt.
10) No security deposit or advance rent shall be paid.
11) Electricity and water bills as per actual consumption shall be borne by the Department
12) The rate of rent finally approved by CPWD is liable to revision during the period of lease. Any revision of rate of rent will be considered after the expiry of three years from the start of the lease 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. Lessee reserves the right to set up additional General sets and other electrical fittings in the premises/common areas of building as required from time to time for which the successful bidder shall facilitate such installations at no additional cost.

13) Tender is likely to be rejected because of non-fulfillment of any of the terms stated in tender documents.

14) Tender committee headed by the Deputy Director, Directorate General of Goods and Services Tax Intelligence, Kochi reserves the right to reject all or any tender without assigning any reason thereof.

15) Lessee reserves the right during the lease period/extended lease period to carry out further suitable alterations by way of partitions, office fixtures, fittings, etc. for the effective use of the office space hired.

16) 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.

17) The offer should remain valid for six months. During the validity period of the offer, the bidder should not withdraw / modify in the terms of area and price and other terms and conditions quoted in 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 Additional Director General, Directorate General of Goods and Service Tax Intelligence, Kochi during the validity period.

18) The hiring of space will be for an initial period of three (03) years and could be extended further with mutual consent of both the parties.

19) The owner / the holder of power of attorney should intimate in writing the likely date of handing over of the premises which shall under no circumstances be later than three months from the Tender Opening date given at Critical Date Sheet in Tender Inviting Notice.

Part-B - Terms & Conditions (Technical)

1) Owing to nature of work, it would be strongly preferred that the area offered for rent should be a standalone building (residential/commercial) for exclusive use by the Directorate. If it is to be shared with others, then floors offered should be contiguous.

2) The premises should have proper connectivity with local transport and Railway Station. The premises should be located preferably within a distance of 5 km from Secretariat in Trivandrum and Railway Station in Calicut.

3) The building should be sufficiently ventilated and should have natural lighting.

4) The area surrounding the building and approach road leading to the building should be not congested and the front road / approach road should be preferably 20 feet wide.

5) The owner/landlords will have to construct stationery room, record room, toilets etc. per Directorate's requirement/Directorate's plan and make modifications/alterations in the premises if so desired by the Directorate at his own cost before handing over possession to the Directorate. Permission/approval required if any regarding additions/alterations/modifications of the premises shall be obtained by the owner /landlords at his own cost from the concerned local authorities.

6) The layout of the offered space should be suitable for Govt. office and in accordance to the requirement of Directorate for various rooms as per the staff strength so that the space could be put for optimum utilization.

7) False ceiling, light fittings, power sockets etc. should be provided as per design by the tenant.

8) The building should adhere to the fire safety norms prescribed & conform to the firefighting norms.

9) The building in which space is offered should have easy and convenient approach and preferably with parking space for at least 3 cars and 7 two-wheelers. Parking should be provided in the same building offered for hire.

10) The building should be in ready to use condition in two months from the date of communication of bid acceptance letter, with electricity, water, sewerage, firefighting equipment and adequate toilet facilities. The particulars of amenities provided/proposed to be provided inside the property/building complex should be clearly indicated in the Technical Bid.

11) The offered space should have separate electricity supply and having sufficient installed electricity load and water connection. The electric power

available should be indicated. The owner / landlord shall provide separate electric meter, separate water meter and sewerage connections at his own cost before handing over possession to the Directorate. These connections should be in the name of the owner / landlord and the consumption charges of the water supply, electricity and sewerage shall be paid by the Directorate.

12) Additionally, the building should have power supply for essential services and common area lighting. There should be adequate open space for generators and provision for connecting them to the power supply lines.

13) All Building services such as Power supply, Plumbing, Toilets, and Sewerage System should be fully operational at the time of submission of the offer by the Landlord. All internal and external walls should be painted with good quality paint at the time of handing over the premises to Directorate. This would obviate any wastage of time and lead to smooth running of the office right from day one.

14) The building should be operative 24 x 7 so that the office work beyond normal working hours and on non-working days is not hampered or stalled.

15) The building should be under proper maintenance and having all the general facilities viz: permanent arrangement for adequate supply of potable water (separate overhead tanks should be provided for drinking water) and sufficient water for toilets, wash-basins, housekeeping, other cleaning purposes etc on 24 x 7 basis.

16) Maintenance (mechanical, plumbing, electrical, civil including consumables etc.) shall be undertaken by the owner and shall also carry out annual repair and maintenance every year. No additional charges shall be paid for the same by the Department.

17) Painting of the premises including front and back verandahs, bath rooms, toilets, boundary wall, the entire exterior facade and painting or polishing of all doors, windows, ventilators, grills etc. as may be desired by the Directorate will be carried out by the owner / landlord periodically. In case the owner / landlord fails to do so, the Directorate shall have the right to arrange it at the cost of the owner/landlord and deduct the amount from the rent payable or that may become payable, or otherwise recover from the owner/landlord.

18) All statutory clearances and permissions required for construction/modification/ additions/alterations and leasing of the premises to the Directorate shall be obtained by the owner/ landlord at his own cost.

19) Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of Directorate. The registration charges, stamp duty for registration of lease deed to be borne by the owner /landlord.

20) Carpet area measurements : The carpet area measurements shall be the area or the premises which is covered but excluding the following:
   a) Wall and columns
   b) Portico/canopy
   c) Sanitary shafts/toilets
   d) Stair cases
   e) Bon Louvre,
   f) Lift walls,
   g) Air conditioning ducts
   h) Balcony
   i) Portion below the window sills
   j) Lofts
   k) Parking space whether covered or not
   l) Open terrace.

21) Lease Rent - Rate per sq. ft. on Carpet area: The carpet area rate shall be inclusive of basic rent plus all proportionate statutory charges (i.e. all taxes /cess present and future – House tax , Property tax, Service tax and Municipal taxes etc.) except GST. The rent will be paid from the date of taking possession of the premises. Nothing extra will be paid other than the monthly lease rent. Lease rent for every month is payable by 10th of next month.

22) Lessee shall have the right to carry out necessary alterations / modifications or make such structural or other changes to/in the premises as may be required by it for the purpose of its functioning. Provided always that the Directorate shall not make any permanent structural alterations incapable of being reversed or which would render incapable the restoration of the premises to its original position without the consent in writing of owner / landlord(s) but such consent shall not be unreasonably withheld in the case of such alterations as shall be necessary or required by Directorate for the purpose of better amenities and carrying on its function effectively. But the Lessee Directorate shall have all right to make temporary alterations in the demised premises and to erect temporary partitions, cabins, counters etc. as are necessary to carry on the day to day activities.

23) Lessee shall have the right to install satellite dishes/communication towers and other communication equipment etc. as deemed necessary by the lessee for facilitating electronic communication as also installation of power generating/ amplifying devices including but not restricted to power transformers, Power Generators etc. as well as placing of sign boards, Directorate's boarding / publicity materials. Air conditioners etc. in the terrace for its activities and the owner / landlord will have no objection of any kind whatsoever and shall not claim any compensation or additional rent but however if any damage is resulted upon the demised premises due to such activities, the Directorate would be liable to repair the damage so caused, normal wear & tear is however excepted.

24) Since lessee has no insurable interest, the lessee will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets on account of risks like burglary, fire or natural calamity.

25) Whenever necessary, the owner / landlord(s) will carry out necessary repairs of the building from time to time within reasonable period and in the event of failure or neglect or default on the part or the owner / landlord to carry out or effect necessary repairs, it will be optional for the lessee either to terminate the lease or to retain the occupation of the demised premises or part thereof or to make or effect or carry out the necessary repairs of the premises, after a due notice to the owner / landlord and to deduct, the expenses so incurred along with interest etc. from the rent which is payable or become payable or otherwise recover from the owner / landlord. No rent will be payable for the period during which the lessee is deprived of the use of the demised premises or part thereof due to the failure, neglect or default of the owner / landlord to carry out the necessary repairs of the demised premises.

26) The possession of the premises will be given to the lessee after completion of entire work as per lessee's requirement and specifications. After taking possession, if it is found that any item or work remains unattended or not according to lessee's specifications, the owner/landlord has to complete the same within a reasonable time from the date of possession of premises and in case of default the Directorate will have right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the owner / landlords.

27) During the currency of the lease agreement the owner/landlord shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the lessee with any party affecting lessee's right of occupation and any of the terms of the lease without written consent of the lessee.

28) If the landlord is desirous of making any addition to the building it shall be ensured by him that no access/approach by whatever means from the demised portion or by encroaching upon the open spaces which been available to the exclusive use of the lessee.

29) In the event of the owner / landlord deciding to sell the demised premises during the period of tenancy or at the expiration of the same he shall in the first instance offer them to the lessee at the lowest price which he is prepared to accept for them and the lessee shall within one calendar month from the date of receipt of such offer may accept or reject such offer.

30) Before accepting Technical Bid, all the documents and space/Building shall be inspected by a committee authorized by the **Additional Director General, Directorate General of GST Intelligence, Zonal Unit, Kochi** and only those premises found satisfactory in all respect shall be proceeded with

for opening the financial bid and such decision shall be final. The Technical bids shall be opened in the first instance. The physical inspection of the premises will also be carried out to verify whether the premises comply with the terms and conditions as mentioned in Annexure-II.

31) The opening of financial bids shall be done at a later date. The financial bids of only those bidders will be opened which are short-listed after assessing the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities. The short-listed bidders will be notified about the date and timing of opening of financial bids.

32) If the demised premises at the time during the said terms or any extension thereof damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God and be not caused by the acts or neglect or fault of the lessee, then in such case it shall be optional with the lessee to determine the lease or to retain occupation of the demised premises, if the lessee so desires without any diminution of rent hereby reserved.

33) The lessee shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the owner/landlord by giving two months' notice in writing or subject the whole or a part of the premises. The owner / landlord shall not claim /be shall not be entitled for any compensation/rent for the unexpired period of lease. The right to terminate the lease before the expiry of lease period will vest only with the lessee.

34) That the lessee will at the expiration of the said term or any extension thereof (if agreed to mutual) peaceable and quietly yield and deliver up possession of the demised premises to the owner / landlord in the nearly same condition as at the time of commencement of initial lease. Wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God excepted but this condition shall not be construed to render the Directorate liable to do any repairs of any kind to the demised premises.

35) After receipt of lessee's confirmation for leasing of the premises which is considered to be most suitable / reasonable and its acceptance by lessee, if the owner / landlord(s) backs out on account of any reason, the owner / landlord (s) is liable to pay the Directorate the full expenditure incurred by the Directorate from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process.

36) Participation in the tender does not entail any commitment from the lessee and lessee reserves the right to reject any/all offers, including that of the lowest tenderer without assigning any reason.

ANNEXURE-III

TECHNICAL BID

Sl. No.	Particulars		Details (Please tick/fill up with relevant answers, wherever required)
1	Full particulars of the legal owner of the premises (make separate entries if owners are more than one)		
	i.	Name	
	ii.	PAN	
	iii.	Office address & Telephone No.	
	iv.	Residential address & Telephone No.	
	v.	Mobile No.	
	vi.	Tele Fax	
	vii.	Email id	
2	Status of the owner (Individual /Partnership Firm/Company/Society /Any other (specify)		
3	(In case the bid is not submitted by the legal owner)		
	i.	Full particulars of person(s) offering the premises on rent/lease	
	ii.	Relationship with the legal owner (enclose power of attorney also if the applicant is other than owner)	
4	Status of the bidder (Individual /Partnership Firm/Company/Society /Any other (specify)		
5	Complete address and location of the building		
6	Details of Earnest Money Deposit (EMD) for Rs._____		
7	Type of building (Commercial/residential/ mixed use)		
8	Details of premises/building (overall)		
	i.	No. of floors	
	ii.	In case the premises offered is in a multi-storeyed building having other tenants, specify the floor(s) in which the premises offered for hire is situated	
	iii.	Total area in each floor including common area, i.e., super built up area (floor-wise built up area to be furnished)	
	iv.	Carpet area in each floor (enclose certified sketch plan also)	
9	Date of construction		
10	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**)		
11	Whether Municipal permission to construct premises obtained		(Yes/No)

12	Total carpet area offered for rent in Sq. ft. (Note: definition of carpet area is the area of the premises which is covered but excluding the following portions)		
	i.	Wall and columns	
	ii.	Portico/canopy	
	iii.	Sanitary shafts/toilets	
	iv.	Stair cases	
	v.	Bon Louvers	
	vi.	Lift wells	
	vii.	Air conditioning duct	
	viii.	Balcony	
	ix.	Portion below window sills	
	x.	Lofts	
	xi.	Parking space, whether covered or not	
	xii.	Open terrace	
13	Type of flooring		
	i.	For carpet area	
	ii.	For common area	
14	Covered parking area and also open space for vehicle parking available (in sq. ft.)		
15	Whether willing to carry out additions/ alterations/repairs as per specifications/plan given by the Lessee		(Yes/No)
16	Other facilities and amenities available in the building		
17	Whether running water, drinking and otherwise, available round the clock?		(Yes/No)
18	Whether separate water meter installed?		(Yes/No)
19	Whether bore well installed?		(Yes/No)
20	Whether separate toilets for ladies and gents are provided		(Yes/No)
21	Whether separate electricity meter installed		(Yes/No)
22	Sanctioned Load of electricity meter (KVA)		
23	Mention whether additional electricity load/ 3 phase electricity connection, if required by the lesee, will be provided at your cost		(Yes/No)
24	Details of fire safety mechanism, if any		
25	Specify the lease period (minimum three years and provision for extension)		
26	Whether the premises is ready for occupation. If not, the date by which it would be ready for occupation after necessary approvals		(Yes/No)
27	Any other salient aspect of the building, which the owner/ bidder may like to mention or additional facilities/ infrastructure being provided inside the premises being offered on hire.		

Name & signature with stamp (if any)
of Bidder or Authorized Signatory

ANNEXURE-IV

FINANCIAL/ PRICE BID UNDERTAKING

(a) Price bid undertaking
(b) Schedule of price bid in the form of Pdf file.

(a) PRICE BID UNDERTAKING:

From: (Full name and address of the Bidder) _____

_____

To,

The Additional Director General,
Director General of Goods and Service Tax Intelligence,
1ST Floor, Central Excise Bhavan, Kathrikadavu,
Kochi 682017.

Sir,

1) submit the Price Bid for _____
as envisaged in the Bid document.

1) I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
2) I offer to rent out accommodation for your office at the rates as indicated in the Price Bid in excel format (Annexure-V) excluding GST.

Yours
faithfully

Name & signature with stamp (if any)

of Bidder or Authorized Signatory

ANNEXURE-VI

TENDER ACCEPTANCE LETTER

To

The Additional Director General,
Director General of Goods and Service tax Intelligence,
1ST Floor, Central Excise Bhavan, Kathrikadavu, Kochi 682017
Sir,

Subject: Acceptance of Terms & Conditions of Tender for "Hiring of Office Accommodation for Regional Unit at Trivandrum/ Calicut"

Tender Reference No: _____

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender from the web site(s) namely _____as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc., which form part of the tender document and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

Name & signature with stamp (if any)
of Bidder or Authorized Signatory

ANNEXURE-VII

LETTER OF OFFER

From

_____

_____

To

The Additional Director General,
Director General of Goods and Services Tax Intelligence,
1st Floor, Central Excise Bhavan, Kathrikadavu,
Kochi – 682017.

Sir,

Subject: **Offer for premises** for office of Directorate General of Goods and Services Tax Intelligence **at** Trivandrum/Calicut **on lease rental basis- submission of bid- reg.**

With reference to your advertisement for hiring of office premises on lease/ rent, I/ we have uploaded my/ our offer for the same, as mentioned in the tender document, as under:

1. Technical Bid (Annexure-III), duly signed alongwith signed copies of Tender Acceptance Letter (Annexure-VI), Instructions to bidders (Annexure-VIII), Terms & Conditions (Annexure-II), EMD in original, Letter of Offer (Annexure-VII) and copy of Affidavit from owner or Power of Attorney holder to the effect that the premises offered on rent is free from all encumbrances.
2. Financial Bid undertaking (Annexure-IV) and Financial Bid proforma (Annexure-V), duly filled in.

Yours
sincerely,

Date:

Name & signature with stamp (if any)

of Bidder or Authorized Signatory

ANNEXURE-VIII

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at http://eprocure.gov.in/eprocure/app.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or " Other Important Documents" " area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the sameis to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 cpp portal helpdesk.

ANNEXURE - IX

LEASE AGREEMENT

AN AGREEMENT MADE .....DAY .....OF ..... Two thousand seventeen 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, hired it aments 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.....one thousand nine hundred and..... and shall, subject to the terms hereof, continue for a term of..... years 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-'B'** 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 itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

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

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

13. The Lessor agree with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the

said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

14. If the Govt. of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal.

"Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee".

"Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted".

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

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

17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi. The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed there under 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 that 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 bound on or towards East by ..... on or towards West by ..... on or towards North by ..... or on towards South by .....

THE SCHEDULE 'B' REFERRED TO ABOVE

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

Witnesses 1 .....

2 .....

And by the Lessor in presence of

(Signature)
Witnesses 1 ..... Name and Address of the Lessor
2 ..... in case the Lessor is a company)
Firm or Society 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 Stand and Lease Agreement (SLA) format.