NOTICE INVITING TENDER
FOR HIRING OF OFFICE ACCOMMODATION
FOR OFFICE OF THE ASST. COMMISSIONER OF
CENTRAL TAX AND CENTRAL EXCISE, IDUKKI DIVISION, THODUPUZHA

File No.GEXCOM/HQR/INFR/13/2022-HQRS

1. For and on behalf of the President of India, online Tenders are invited from owners / valid power of attorney holders of buildings located in city limits of Thodupuzha Municipal area for O/o. Asst Commissioner of Central Tax and Central Excise, Idukki Division, Thodupuzha for an initial period of 5 (five) years. **Carpet area required for the same is around 5000 Sq. Feet (.**

2. Interested tenderers are requested to obtain/download complete tender documents from the location stated below, submit tender documents online through the website stated below. Tenderers should follow the instructions carefully as per the tender document and other instructions in the said website. Relevant timelines in respect of the tender are also stated hereunder:

Sl. No.	Activity description	Schedule
1	Tender Publishing Date & Time	
2	Locations / Websites for publication of Tender Document	1 O/o. Principal Commissioner of Central Tax and Central Excise, C.R.Building, I.S.Press Road, Kochi-18
		2 https://eprocure.gov.in/eprocure/app
		3 https://www.cbic.gov.in
3	Mode of submission of bids	Online ONLY
4	Web link for submission of bids	https://eprocure.gov.in/eprocure/app Note: Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating for the tender. Portal enrolment is free of cost
5	Document Download Start Date & Time	03.11.2022 – 10.00
6	Bid Submission Start Date & Time	03.11.2022 – 10.00
7	Bid Submission Closing Date & Time	25.11.2022 -17.00
8	Technical Bid Opening Time and Date	28.11.2022 – 11.00

3. Tender documents downloaded from the website/s, tender form including downloaded price bid template shall not be tampered /modified in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be summarily rejected and tenderer is liable to be banned.

irrespective of nature of content of the documents before uploading.

5. Interested tenderers are advised to visit tender publishing website regularly till closing date of submission of tender for any corrigendum / addendum/ amendment. In the event of any of the aforementioned date being subsequently declared as a holiday /closed day for this office, the tenders will be opened at the same scheduled time on the next working day.

6. The place should be located at required area, suitably furbished for use as office and ready to be occupied with partitions, cupboards, toilets etc. Sufficient parking space, water facility (drinking and non-drinking), standby power facility, firefighting equipment, AC, etc. should be made available according to the size of the building. The office premises should be legally free from all encumbrances, well connected by the public transport and should have wide approach road.

7. A Technical Evaluation Committee from this office shall visit the tendered spaces for evaluation.

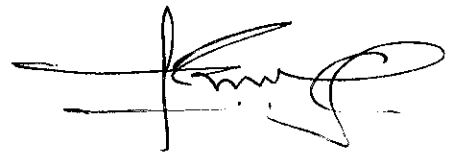
8. Finalization of rent, based on location, quality of construction and other amenities provided, will be subject to certification by CPWD/ hiring committee and final approval / sanction by the Department as per the rules framed in this regard.

9. Following officers may be contacted for further details:

1.Roy Varghese, Asst. Commissioner -98846 01602
2. Justine Joseph, Superintendent – 98460 72529

10. Bids, complete in all respects should be submitted only through the said Government e-procurement portal before the closing date. Offers received beyond the specified date / time shall not be entertained.

11. Undersigned reserves the right to modify / cancel this tender without giving any reason.



Deputy Commissioner (Preventive)
Central Tax and Central Excise, Kochi

Copy to:

a. The Webmaster, CBIC, New Delhi with request to upload the same in the official website of CBIC.

b. The Notice Board

General Instructions:

(i) The tender consists of four parts :-

Part A- Terms and Conditions
Part B- Technical Bid

Part C- Financial Bid
Part D- Format of Standard Lease Agreement (SLA)

(ii) **Technical Bid** - Part A, Part B, Part D and undertaking under clause 31 of Terms and Conditions (Part-A) should be signed, scanned and uploaded in this section. Documents as per Technical bid and any other documents, if any shall be submitted under this section.
Financial Bid – Part C should be signed, scanned and separately uploaded in this section.

(iii) Tenders (Technical Bid only) will be opened online at the O/o the Commissioner of Central Tax and Central Excise, Kochi. 'Financial Bid' of only those bidders will be opened which are found to have qualified the requirement as per the Technical Bid and whose building is found suitable on the basis of evaluation by technical committee.

I/829237/2022

भारत सरकार GOVERNMENT OF INDIA
वित्त मंत्रालय MINISTRY OF FINANCE
राजस्व विभाग DEPARTMENT OF REVENUE
केंद्रीय अप्रत्यक्ष कर एवं सीमा शुल्क बोर्ड
CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
आयुक्त का कार्यालय OFFICE OF THE COMMISSIONER
केन्द्रीय कर एवं केन्द्रीय उत्पाद शुल्क, कोच्चि
CENTRAL TAX&CENTRAL EXCISE, KOCHI
केन्द्रीय राजस्व भवन,CENTRAL REVENUE BUILDING
आई.एस.प्रेस रोड,कोच्चि,I.S.PRESS ROAD,KOCHI-682018
E-mail: commradt-cexcok@nic.in Fax: 0484-2397355 Phone:0484-2391455, 2390404 (PBX)

Dated: 03.11.2022

CORRIGENDUM TO TENDER NOTICE FOR HIRING OF OFFICE SPACE

In the Notice Inviting Tender(NIT) with **Ref No. 2022_DREV_721296_1** published on 03.11.2022 on the www.eprocure.gov.in, the following changes are made

1. The carpet area required is around 5000 Sq. Feet which may be read as 4750-5500 Sq. Ft in Notice Inviting Tender

2. Among the documents to be uploaded in the CPPP portal for the hiring of office space for Idukki Division, the documents regarding Terms and Conditions were missed out. The requisite file is being re-uploaded via this corrigendum.

3. Bidders may also upload the terms and conditions signed on all pages.

Signed by Harrison Antony
Date: 03-11-2022 16:56:47

(Harrison Antony)
Deputy Commissioner

Part A: TERMS AND CONDITIONS:

1. The terms and conditions shall form part of tender to be submitted online.

2. The tender shall be submitted online in two parts viz. **technical bid** and **financial bid**. 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. Any other correction or use of white fluid should be duly attested by the bidder. Asst Commissioner of Central Tax and Central Excise, Idukki Division, Thodupuzha reserves 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 uploaded after the due date and time shall be liable to be rejected outright and no correspondence in this regard shall be entertained.

5. No tender will be accepted by post, hand, fax, email 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 and disputes/any liability and litigation with respect to its ownership, lease/ renting and pending payments against the offered space.

7. The area offered for rent should preferably be an independent building secured on all sides by compound walls/permanent enclosures with exclusive entrance for use by the O/o. Asst Commissioner of Central Tax and Central Excise, Idukki Division, Thodupuzha. The premises should be located within city limits of Thodupuzha Municipal area.

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 reasonable parking space for vehicles (not less than 8 (eight) cars). At least 4 should be covered parking. 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 Municipal / Corporation Authorities or any other competent authority, certified copy of Land Deed, Corporation tax receipts, 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, (Standard Lease Agreement format) copy of which is enclosed for reference (Part-D of tender).

14. No security deposit or advance rent shall be paid by the Government, as a matter of policy.

15. All Municipal/Corporation taxes, cess or any other taxes as applicable during the period of lease shall be borne by the owner. However, GST, if any, paid by the owner shall be reimbursed by the department on actual basis along with the rent.

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

17. 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.

18. No brokerage shall be paid by the Department.

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

20. Tendered space should have all required electrical fixtures such as switches, power points, fans, lights etc. The building should have power supply for essential services and common area lighting. There should be adequate open space for generators and provisions for connecting them to the power supply lines. Tendered space should be in a good location for convenient access of the general public; should be furbished suitably for use as office; premises should be legally free from all encumbrances, well connected by the public transport and public road.; with partitions, separate toilets/ washbasins for male/ female, covered parking space for 8 cars, water (drinking and non-drinking) with suitable pumps for well/ borewells and overhead tanks/ water supply connection, good quality internal and external LED lighting, firefighting equipment (if mandatory as per extant regulations), Air conditioning, incinerator with exhaust towering above the occupied building/ floor height; covered platform for installation of 10KVA diesel Generator with suitable wiring to connect generator [Generator NOT included] and suitable exhaust piping from generator to a height above building height; flag post of suitable height for unfurling of the national flag; Premises should be wired with 2 pair of good quality CAT6 LAN cablings and two pair intercom lines extended to a space demarcated for fixation of network switches/PABX [switches and PABX Not included]. Network cables should be neatly patched to Keystones arranged in patch panels placed inside cabinets of suitable sizes and suitably marked for identification. Intercom lines should also be patched at both ends with suitable keystones. Network ports at both ends [minimum 80 end points]; power and Connectivity cables for CCTV; suitable space should be made for seating of security personnel; independent good quality power line for single point connection to common power UPS shall be provided at every point where network cables end. Proper earthing for electrical equipments and the Diesel Generator set shall be ensured.

21. Maintenance (civil, electrical, mechanical, plumbing including consumables etc.) of the building including premises shall be undertaken by the owner and the owner shall also carry out repair and maintenance every year. No additional charges shall be paid for the same by the Department. The owner shall also ensure that all the maintenance activities of the building and the premises are completed to the satisfaction of the Department, before the execution of the agreement.

22. AC, light fittings, power sockets, LAN, Intercom, cabins etc. should be provided as per requirement of the tenant. Suitable common amenities like toilets, pantry etc, should be available in usable condition.

23. The offered space should be in ready to use condition with approved electricity, water, sewerage connections etc. The electric power load available should also be indicated.

24. Flooring should be of vitrified tiles / granite or of contemporary standards of standard quality. The internal and external walls and ceilings should be properly painted with standard quality paint.

25. Department reserves the right to set up additional Generator Sets 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.

26. Mandatory approvals for the building like Corporation, Water authority, Fire safety etc. are required.

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

28. The Commissioner of Central Tax and Central Excise, Cochin reserves the right to reject all or any tender without assigning any reason thereof.

29. The Commissioner of Central Tax and Central Excise, Cochin reserves the right during the lease period/extended lease period to carry out suitable alterations to the partitions, office fixtures, fittings etc., provided by the Lessor for the effective use of the office space hired.

30. 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.

31. The offer should remain valid for **6 (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 made to The Deputy Commissioner (Preventive) of Central Tax and Central Excise, Kochi during the validity period.

32. The hiring of space will be for an initial period of 5 (five) years and could be extended further with mutual consent of both the parties.

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

34. Tender publishing authority or his representative shall verify /inspect the building at any stage before finalization of the tender.

35. Tender publishing authority reserves the right to postpone /and /or extend the date of receipt / opening of quotations or to withdraw the same, without assigning any reason thereof.

Signature of Legal Owner/Power of Attorney Holder

PART B

TECHNICAL BID

TECHNICAL BID SHOULD INTER-ALIA CONTAIN DETAILS AS FOLLOWS		
1.	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) GSTIN, if any. (viii) The location and address of the accommodation	
2.	Full particulars of person's offering the premises on rent/lease and submitting the tender:	
3.	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner)	
4.	Type of building — Commercial or Residential	
5.	a) Complete Address (with building number and name) 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)	
6.	Detailed approved plan of the accommodation (to be uploaded)	
7.	Date of Construction	
8.	Exact carpet area	
9.	Exact built up area	
10.	Floor Number/s offered	
11.	No. of floors In the building	
12.	Other Facilities and amenities available with the building	
13.	Number of lifts available/carrying capacity, provide details of its make, type, model and company	

14.	Parking space available for exclusive use of the department- Whether covered / open, location / Nos. of vehicles that can be parked – 4/2 wheeler	
15.	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)	
16.	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	
17.	(a) Whether running water, drinking and otherwise, available round the clock. (b) Whether sanitary and water supply installations have been provide for?	
18.	Whether separate electricity meter having sufficient installed capacity has been provided for?	
19.	Sanctioned electricity load	
20.	(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 (if any)	
21.	Details of Fire Safety Mechanism, if any	
22.	Specify the lease period (minimum five years) and provision for extension	
23.	Whether the building is earth quake resistant. if so, please provide a certificate from the competent authority	
24.	Specify if there are ready built rooms / cabins suitable to the office or undertakes to make cabins as per requirement.	
25.	Any other salient aspect of the building, which the party may like to mention	

26. List of enclosures:

Attested/certified scanned copies of the following documents are required to be enclosed along with the Technical Bid. Technical Bids received without these documents are liable to be rejected without any reference to the party whatsoever. Originals of these documents/certificates shall be produced at the time of execution of Lease Agreement.

i) "Title Deed" showing the ownership of the premises or copy of Power of Attorney with the land owner (Copy of proof of ownership / Power of attorney).

ii) Certified copies of approved drawings from LOCAL DEVELOPMENT AUTHORITY or any other competent authority of the area offered for rent/hire, certified copy of Land Deed, Municipal Corporation tax receipts.

iii) Location Map of the proposed property.

iv) Approved layout plan of the offered premises with exact measurement for carpet area.

v) Completion certificate of the offered space / building from the competent authority.

vi) Affidavit from owners/power of attorney holder 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.

DECLARATION

I/We ..... have read and understood the detailed terms & conditions applicable to the subject matter as supplied with the bid documents and agree to abide by the same in totality.

It is hereby declared that the particulars of the building, etc. as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be not true, I/We shall be liable to such consequences/lawful action as the department may wish to take.

Place:
Date:

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 (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 with building number and name.	
E.	Net Carpet Area offered (in Sq. ft) as defined in Tender document	
F.	Rate per square ft of carpet area (including all costs of services / charges and taxes except GST)	
G.	Any other conditions having financial implications relevant to the Offer of the building. Give details, if applicable.	
H.	Monthly rent per Sq. Ft. (exclusive of GST)	

Note: 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.

Signature of Legal Owner/ Power of Attorney Holder

PART D

STANDARD LEASE AGREEMENT (SLA)

AN AGREEMENT MADE .....DAY .....OF..... Two thousand eighteen 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..... two thousand and twenty two 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 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 herein above.

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 to 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 Commissioner of Central Tax and Central Excise, C.R.Building, I.S.Press Road, Kochi -8 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 authorized 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

(Signature)
Name and Address of the Lessor

(Add in case the Lessor is a company or Firm or Society)
For and on behalf of having authority to sign on behalf of the Lessor..... vide resolution dated ..... of.....
In presence of

Witnesses
1 .....
2 .....

*portions which are not applicable may be scored off at the time of filling up of the Stand and Lease Agreement (SLA) format.

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

7. 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.
8. 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.
9. 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

10. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
11. 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.

12. 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.
13. 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

14. 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.
15. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
16. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
17. 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.
18. 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.
19. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
20. 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.
21. 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

22. 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.
23. 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.