



**OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, CUSTOMS & SERVICE TAX  
VISAKHAPATNAM- II COMMISSIONERATE**

**Central Excise Building, Port Area, Visakhapatnam - 530 035**

**Ph. No. 0891-2853188/2502411**

**Fax No. 0891-2522799**

C.No. I/22/05/2013 -Admn.II

Date: 14.08.2014

**TENDER NOTICE FOR HIRING OFFICE SPACE**

Commissioner of Central Excise, Customs & Service Tax Visakhapatnam-II Commissionerate invites bids from the legal owners/ power of attorney holders of suitable buildings for hiring of air-conditioned office accommodation, with air conditioners preferably centrally air-conditioned, having approximate carpet area of around 51,483sft. for the office of Visakhapatnam-II(proposed at Kakinada) Commissionerate (24,549sft. for Hqrs office, 13,682 sft. for Service tax division and 13,252sft. for Central Excise division all at Kakinada) and 23,380sft. at Visakhapatnam (10,075sft. for Central Excise division and 13,305sft. for Service tax division-V) with adequate parking space.

The consideration for the premises will be as per Government of India rules and the rent will be fixed and paid in accordance with the Government of India instructions in force.

Interested parties having clear title may download the tender details from the official website [www.cbec.gov.in/www.eprocure.gov.in](http://www.cbec.gov.in/www.eprocure.gov.in) and/ or obtain the same in person from the office of the Commissioner, Visakhapatnam-II Commissionerate at the above mentioned address from 19.08.2014 during office hours. The bids, completed in all aspects should be placed in sealed cover comprising Technical bid and Financial bid( each in separately sealed cover superscribed as "*Technical bid for hiring office space for Hqrs. office, Central Excise division, Service tax division at Kakinada, Central Excise division and Service tax division-V at Visakhapatnam*" and "*Financial bid for hiring office space for Hqrs. office, Central Excise division, Service tax division at Kakinada, Central Excise division and Service tax division-V at Visakhapatnam*" and may be deposited in the designated sealed box kept in Room no. 404 at 4<sup>th</sup> floor of Central Excise building, Port area, Visakhapatnam on or before 19<sup>th</sup> September,2014 by 5 PM. Offers received beyond the specified date/time shall not be entertained. Visakhapatnam-II Commissionerate office takes no responsibility for delay/loss of documents sent by post/courier/any other means.

- Enclosures: 1. Terms & Conditions  
2. Format of Standard lease agreement (SLA)  
3. Technical bid and Financial bid format  
4. Format for declaration

**(AJIT KUMAR NIRALA)**  
ASSISTANT COMMISSIONER  
VISAKHAPATNAM-II COMMISSIONERATE

**General Instructions:-**

- (i) The tender consists of three parts- **Part A** (Terms and conditions & Format of Standard Lease Agreement (SLA)), **Part B** (Technical bid) and **Part C** (Financial bid).
- (ii) Both Part B and C should be sealed in separate envelopes and superscribed in bold letters (a) Technical bid for hiring office space for Visakhapatnam-II Commissionerate, Visakhapatnam (b) Financial bid for hiring office space for Visakhapatnam-II Commissionerate, Visakhapatnam. Both these envelopes should then be placed in a single sealed cover superscribed "Tender for hiring office space for Visakhapatnam-II Commissionerate, Visakhapatnam".
- (iii) Bids completed in all respects must be dropped in the designated sealed box kept in the office of the Commissioner of Central Excise Visakhapatnam-II Commissionerate of Central Excise, Visakhapatnam-II Commissionerate, Tenders (Technical Bid only) will be opened on **19.09.2014** during office hours at Office of the Commissioner, Central Excise, Visakhapatnam-II Commissionerate, Visakhapatnam in the presence of Bidders / Representatives of bidders, present, if any. Financial bids of only those bidders whose technical bids are found valid, eligible and acceptable shall be opened.

**Part A: TERMS AND CONDITIONS:**

1. The Terms and conditions shall form part of tender to be submitted by the bidder to the Commissioner of Central Excise, Visakhapatnam-II Commissionerate.
2. All columns in the tender document should be duly filled in and no column should be left blank. "NIL" or "Not applicable" should be marked, where there is nothing to report. All the pages of the tender document should be signed by the owner or his authorized power of attorney. Any other cutting or use of white ink should be duly initialed by the bidder. The Central Excise Visakhapatnam-II Commissionerate reserves its right to reject incomplete tender or in case information submitted is found to be incorrect.
3. In case the space in tender document is found insufficient, the bidder may use separate sheet to provide full information.
4. The tender will be acceptable only from original owner of the building or 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.
5. The building should have separate electricity supply and having sufficient installed electricity load and water connection. If separate connection is not available submeter etc. to be got installed by the owner along with wiring.
6. The building should have easy and convenient approach, reasonable parking space. The location should be in an area convenient for office use and should be easily accessible by public transport system.
7. The particulars of amenities provided/proposed to be provided inside the property / building complex should be clearly furnished in the Technical Bid.
8. The Technical Bid is required to be submitted along with certified copies of approved drawings from Visakhapatnam Municipal Corporation Authorities or any other competent authority, certified copy of Land Deed, Municipal receipts, and

approved plan of building and copy of ownership of building. Technical Bids received without these documents are liable to rejection without any reference to the party whatsoever. Originals of these documents / certificates shall be produced at the time of execution of Lease Agreement.

9. The bidder is required to enter into Lease Agreement in the prescribed format approved by the Central Government (SLA).

10. The Central Excise Visakhapatnam-II Commissionerate reserves the right to verify/ inspect the building before finalization of Tender and reject it out rightly, if the building is not according to the specification required by Central Excise Visakhapatnam -II Commissionerate.

11. Maintenance of the building including premises to be undertaken by the owner.

12. The bidders should quote the rent for the premises being hired in the financial bid. However, the payment of rent will be subject to the issuance of Fair Rent Certificate by CPWD as per procedure laid down by the Govt.

13. All corporation taxes, cess or any other taxes as applicable are to be borne by the landlord. Service tax, if any will be borne by the Department.

14. The electricity and water bills as per actual consumption to be borne by the Department No advance rent is payable by the Govt. as a matter of policy.

15. 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 (in case of non- residential accommodation) of the rent payable at the time of such revision.

16. Being a Central Government Office, no security Deposit / advance payment will be paid. The quotes of bidders who insist on advance deposit may not be considered for further evaluation. No brokerage will be paid.

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

18. The Central Excise Visakhapatnam-II Commissionerate may, during the lease period/extended lease period carry out such alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable.

19. The office space should have all required and sufficient electrical fixtures such as switches, power points, fans, lights etc.

20. The maintenance (civil, electrical, mechanical, plumbing including consumables etc.) shall be provided by the owner and the owner will also undertake to carry out annual repair and maintenance every year. No additional charges shall be paid for the same.

21. Toilets & Pantry should be in usable condition.

22. The offered space should be in a ready to use condition with electricity connection, water, paint, sewerage. The electric power available should also be indicated.

23. AC ducting, False Ceiling, light fittings, Power sockets should be provided as per design by the tenant.

24. Flooring should be done by vitrified tiles. POP & walls should be painted.

25. Adequate /proportionate to the covered area parking space should be provided by the owner.

26. No tender will be accepted by fax, email, telex or any other such means.
27. Tender is likely to be rejected because of non-fulfillment of any of the above terms.
28. The Central Excise Visakhapatnam-II Commissionerate reserves the right to reject all or any tender without assigning any reason thereof.
29. The building shall be inspected by the concerned person/s authorised by Central Excise Visakhapatnam-II Commissionerate and only buildings found suitable shall be proceeded with and such decision shall be final.
30. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, his/her bid would be liable for cancellation.
31. The offer should remain valid for six months. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of area and price and other terms and conditions quoted in the Technical or Financial bids. The bidder has 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 Central Excise Visakhapatnam-II Commissionerate during the validity period.
32. The hiring will be for an initial period of three years and can 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.

**PART-B**  
**TECHNICAL BID**

01.	Full particulars of the legal owner of the premises: (i) Name (ii) Address of office & Residence: (iii) Telephone No./Mobile No. (iv) Tele Fax: (v) E-Mail Address: (vi) PAN No.	
02.	Full particulars of person(s) offering the premises on rent / lease and submitting the tender:	
03.	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner)	
04.	(a) Complete Address and location of the building: (b) Details of the Accommodation offered for rent(viz. carpet area, no. of floors, floor wise area)(Enclose Certified Sketch Plan also)	
05.	Total carpet area offered for rent/lease in Sq.ft	
06.	No. of car/two-wheeler parking space offered	
07.	Particulars of completion certificate. Enclose attested /self – certified copy of completion certificate issued by Competent Authority	
08.	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)	
09.	No. of lifts / carrying capacity, provide details of make,	
10.	Number of Toilets – floor wise with details	
11.	(a) Whether running water, drinking and otherwise, available round the clock. (b) Whether sanitary and water supply installations have been provided for?	
12.	Whether separate electricity and having sufficient installed electricity load and water connection available.	
13.	Sanctioned electricity load	
14.	(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	
15.	Details of Fire Safety Mechanism, if any	
16.	Whether the premises is ready for occupation	
17.	The period and time when the said accommodation could be made available for occupation (after the approval):	
18.	Specify the lease period (minimum three years) and provision for extension	
19.	Provisions for regular repairs and maintenance and special repairs, if any of the building	
20.	Whether the building is earth quake resistant. If so, please provide a certificate from the competent authority	
21.	Any other salient aspect of the building, which the party may like to mention:	

*Signature of Legal Owner/ Power of Attorney*

**List of enclosures:**

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

1. "Title Deed" showing the ownership of the premises or copy of agreement with the land owner.
2. Certified copies of approved drawings from Municipal Corporation of Kakinada/Greater Visakha Municipal Corporation, Visakhapatnam or any other competent authority of the area offered for rent/hire, certified copy of Land Deed, Corporation tax receipts and copy of ownership of building.
3. Affidavit from owners and if tender is submitted by the power of Attorney Holder, an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation / liability / pending dues and taxes.

**PART-C**  
**FINANCIAL BID**

<b>SL. NO</b>	<b>Items</b>	<b>Rate per sq.ft.</b>	<b>Total</b>
1	Name & Address of the applicant with Phone Nos		
2	Status of the applicant with regard to Building / Accommodation offered for hire by the owner or power of Attorney Holder		
3	Full particulars of the owner: (i) Name (ii) Address(es) (iii) Telephone Nos/Mobile Nos. (iv) Business (v) Residential (vi) Tele Fax No. (vii) Pan Card (photo copy)		
4	Complete details of the building viz. Complete postal address of the location		
5	Rent in Indian Rupees per month per square feet of the carpet area as mentioned in Technical Bid. <i>The rent will be subject to issue of Fair Rent Certificate by CPWD as per procedure laid down by the Govt&amp; it will be applicable for the leased period of three years. All corporation taxes, cess or any other tax applicable are to be borne by the landlord. The electricity and water bills as per actual consumption to be borne by the Department service Tax will be borne by the tenant as applicable</i>		
6	Rate of common area maintenance Per sq.ft. on carpet area per month		
7	Rate of Rent of car parking (per car per month)		
8	Any other conditions having financial implications relevant to the offer of the building. Give details, if applicable		

*Signature of Legal Owner/ Power of Attorney Holder*

**ANNEXURE-PART-A**

F.No.16011/1/2000-Pol-III  
Government of India  
Directorate of Estates

New Delhi, the 3rd Sep, 2001.

OFFICE MEMORANDUM

Subject:- Reassessment of reasonable rent of private buildings hired by the Central Govt.

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The undersigned is directed to refer to the Dte. of Estates' O.M. no.16011(3)/82-Pol. III dated 1.10.99 on the subject cited above and to say that the Standard Lease Agreement (SLA) which is entered into by the Govt. with the onwersof the private buildings taken on lease by the Govt. for office accommodation has been modified in consultation with the Ministry of Law and Ministry of Finance. Amendment in the existing SLA had been brought by adding provisos below Clause-14. The revised Standard Lease Agreement format is enclosed. It is, however emphasised that all efforts should be made to either terminate or renew the lease period before it expires and the cases requiring invoking the now incorporated provision should be resorted to only in exceptional cases treating it as an enabling provision.

-Sd-  
(HARBANS SINGH)  
Addl. Director of Estates

To

- 1) All Ministries/Department of Govt. of India.
- 2) C & AG of India, New Delhi.
- 3) Finance Division (W & E Unit ) , Min. of Urban Development and Poverty Alleviation.
- 4) Director (P&WA), DG(Works), CPWD.
- 5) DG (Works), CPWD(WI & WII ) Sections, NirmanBhavan, New Delhi



**LEASE AGREEMENT/SLA FORMAT**

AN AGRREMENT MADE THIS.....DAY.....OF.....One  
thousand nine hundred  
and.....between.....  
.....

Herein after called 'The Lessor' (Which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the PRESIDENT OF INDIA (hereinafter referred as 'THE GOVERNMENT OF INDIA' or 'Lessee') of the other part.

**WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-**

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as..... together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.
2. The lease shall commence/shall be deemed to have been commenced\* on the day of one thousand nine hundred and and shall, subject to the terms thereof, continue for a term of..... year with an option to extend the period of lease for a further term as set out in clause 14 hereof.
3. The Lessee shall, subject to the terms thereof, pay gross rent in monthly arrears for the said premises at the rate of Rs.....per month, which also includes a sum of Rs towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.
4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule '13' and the Government of Indiashall 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 thereof, 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 thereunder shall be applicable to such arbitration proceedings which shall be held at .The arbitration proceedings shall be conducted in Hindi/English/\*.The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the Government of India.

18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

**THE SCHEDULE 'A' REFERRED TO ABOVE**

All tilat the ..... The ..... floor of the building known as ..... in the city of ..... which building bear Municipal No ..... .and is situated on plot/land bearing Survey Nos. .... and is bounded on or towards East by..... on or towards West by ..... .on or towards North by ..... or on towards South by .....

**THE SCHEDULE 'IV' REFERRED TO ABOVE**

Details of fixtures and fittings

IN WITNESS WHERE OF THE OFFICIAL SEAL OF has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the President of India on the day and year first above written, by.....  
.....

(Signature)  
For and on behalf of the President of India  
In the presence of

Witness1. ....  
2.....  
And by the Lessor in presence of

(Signature) Name and address of the Lessor

Witness1. ....  
2..... In case the Lessor is a Company, Firm or Society at Add.....  
For and on behalf of .....

Having authority to sign on behalf of the lessor ..... vide resolution dated of.....

\*Portions which are not applicable may be scored off at the time of filling up of the stammered lease Agreement (SLA) format.