



**OFFICE OF THE PRINCIPAL COMMISSIONER OF GST & CEX,  
CHENNAI NORTH COMMISSIONERATE  
26/1, Mahatma Gandhi Road ,Nungambakkam Chennai – 600034**

C.No.IV/16/25/2017-PRO

Date: 29. 11. 2017

**TENDER NO. 13/2017**

**NOTICE INVITING e-TENDER FOR Hiring of Office premise for Madhavaram  
Division and Range offices of Madhavaram Division, Chennai North  
Commissionerate, Chennai within Chennai Zone-III & IV (Ward Nos. 22 to 33 &  
34 to 43) Madhavaram, consisting of Carpet Area 6,484 (in Sq.Ft.).**

For and on behalf of the President of India, e-Tender/Bids are invited from legal owners of buildings in the form of two bid system i. e. Technical Bid and Financial Bid for hiring of office premises within Zone-III & IV (Ward Nos. 22 to 33 & 34 to 43) of Greater Chennai Municipal Corporation i.e, in and around Madhavaram. The initial period of hiring will be three years that may be renewed from time to time at the discretion of the Principal Commissioner of GST& CEX, Chennai North.

1. Document Downloaded:

Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app>, [www.centralexcisechennai.gov.in](http://www.centralexcisechennai.gov.in) or [www.cbec.gov.in](http://www.cbec.gov.in) as per the schedule given in TIME SCHEDULE as under by the bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

**TIME SCHEDULE OF TENDER**

S.No	Particulars	Date	Time
1	Tender e-publish date	30.11.2017	17:45 Hrs
2	Document download start date	30.11.2017	18:00 Hrs
3	Start date for seeking clarification (on-line)	02.12.2017	10:00 Hrs
4	Last date for seeking clarification (on-line)	12.12.2017	17:00 Hrs
5	Bid submission start date	14.12.2017	17:00 Hrs
6	Bid submission last date	04.01.2018	11:00 Hrs
7	Tender opening date (Technical)	08.01.2018	11:00 Hrs

2. Bid Submission:

The Bids should be submitted through online in the following procedures:

- i. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the Annexure VI for online submission of bids.
- ii. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iii. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more

partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

- iv. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.
- v. Intending tenderers are **advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender** for any corrigendum / addendum/ amendment.

3. The premises to be hired should be centrally located, well connected by public transport like train, buses, metro etc and should have wide approach road preference will be given to those buildings situated at arterial road, suitable for use as office and preferably be ready to be occupied with partitions, cupboards, furniture, toilets, lifts, etc. Sufficient parking space for four wheelers and two wheelers, water facility (drinking and non-drinking), genset / standby power facility, firefighting equipment, CCTV Surveillance Systems, internal electrical wiring, air conditioning, inside painting should be made available according to the size of the building. The premises should be legally free from all encumbrances and should comply with building bye-laws of the local authority, fire safety and general security norms.

4. 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.

5. The rates shall be quoted in Indian Rupees only. The rates will be inclusive of all taxes (including GST), fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.

6. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

7. Finalization of rent, based on location and quality of construction, earthquake norms and other amenities provided, is subject to certification by CPWD/Hiring Committee and final approval/ sanction by the Government of India as per the Rules framed in this regard.

8. The Premises offered should have similar facilities that are already availed by this Commissionerate at the aforesaid address, including furnishings like partitions, Furniture, Fixtures, internal electrical wiring, lighting, fire alarm, power back-up / genset, air conditioning, CCTV Surveillance Systems, inside painting, car-parking etc. For this purpose the prospective bidders may contact / visit the aforesaid address before submitting their bids.

For further details, Dr. S. Periyannan, Deputy Commissioner (Prev.) may be contacted at 044-28335011.

**NOTE:** The Department reserves the right to postpone the date of opening or to accept or reject any or all the bids, without assigning any reasons.

**Sd/-**  
**(RAJEEV KUMAR, I.R.S)**  
**Additional Commissioner of GST & CX**  
**Chennai North Commissionerate**



**OFFICE OF THE PRINCIPAL COMMISSIONER OF GST & CEX,  
CHENNAI NORTH COMMISSIONERATE  
26/1, Mahatma Gandhi Road ,Nungambakkam Chennai – 600034**

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**C.No.IV/16/25/2017-PRO**

**Date: .11. 2017**

**TENDER DOCUMENT**

Hiring of Office premise for **Madhavaram** Division and Range offices of **Madhavaram** Division, Chennai North Commissionerate, Chennai within Chennai **Zone-III & IV (Ward Nos. 22 to 33 & 34 to 43) Madhavaram**, consisting of **Carpet Area 6,484 (in Sq.Ft.)**.

The Department shall reserve the right to accept lower or higher carpet area to the extent of 10 %( + or -).

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(Signature of bidder)

## Annexure-I

### 1. Terms & Conditions- Section I

The premises shall have the following minimum amenities/facilities and features:

1.1. The Building offered should be preferably a completed building and suitable for use as office in clean surroundings.

1.2. In case of any final work to be done the building should be made ready for occupation within two months of tender finalization and at the expense of the bidder.

1.3. The Building offered should be located on the arterial roads of the Chennai city **Zone-III & IV (Ward Nos. 22 to 33 & 34 to 43) Madhavaram**, of the Greater Chennai Municipal Corporation and should be well connected with public transport;

(a) Preference will be given to office premises connected with multiple modes of public transport such as trains, buses, metro, etc.,

(b) The details of frequency of buses in the route, route nos. and connecting points of buses may be furnished along with tender and the same will also be taken into consideration for finalization of tender proposals.

1.4. There should be adequate natural lighting in the campus/compound.

1.5. There should be provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes, etc.

1.6. There should be adequate cross-ventilation.

1.7. The building should have adequate fire safety measures and security measures as per statutory requirement.

1.8. The building should meet all other safety norms like earthquake resistance, flood, water, drainage, etc. required under the law. The property should be insured against all types of damages during the entire period of contract.

1.9. The building should have sufficient provision of lifts of reputed make along with its up-to-date legal requirements if the premises offered are in upper floors or premises offered consist of multiple floors.

1.10. The premises should have suitable power supply for commercial operations. Approximate requirement of Power supply should be 1.5KVA/ 100sq.ft.

1.11. There should be provision for uninterrupted power supply for the entire premises.

1.12. There should be adequate open space for installation of generators and provision for connecting them to the power supply lines.

1.13. The building should have adequate parking space for at least 10 four wheelers and 50 two wheelers. Earmarked parking exclusively for the hirer will be desirable.

1.14. All Building services such as Lifts, Power Supply, Plumbing, Sewage, and Telephone Connectivity shall be fully operational at the time of submission of the offer by the bidder; In case of any final work to be done the building should be made ready for occupation within two months of tender finalization and at the expense of the bidder.

**(Signature of the Bidder)**

1.15. All internal and external wall should be painted with good quality paint at the time of handing over the premises to the Department.

1.16. There should be provision of vitrified tile/ marble flooring /Granite flooring in general areas and preferably wooden flooring in the cabins of senior officers.

1.17. It should be noted that no negotiations will be carried out, except with the lowest bidder and therefore most competitive rates should be offered.

1.18 The internal wall partitions and other finishing/interior work as per the requirements should be completed within a maximum period of 2 months from the date of award of tender at the expense of the bidder.

1.19. All other civil work not specifically mentioned here but required to make the system complete/ operational should be completed within a maximum period of two months from the date of award of tender at the expense of the bidder.

1.20. The rent proposed to be charged per square feet per month for the Carpet area **should be exclusive of GST.**

1.21. The premises offered should be in ready condition and the owner of the premises will have to hand over the possession of premises within two months of acceptance of the offer.

1.22. The Premises offered should have similar facilities that are already availed by this Commissionerate at the aforesaid address, including furnishings like partitions, Furniture, Fixtures, internal electrical wiring, lighting, fire alarm, CCTV Surveillance Systems power back-up / genset, air conditioning, adequate data structure cabling for LAN/WAN connectivity, inside painting, car parking etc. For this purpose the prospective bidders may contact / visit the aforesaid address before submitting their bids.

1.23. The premises offered should have construction approval/clearances from all Government Departments as may be necessary by the local authorities and should be legally free from all encumbrances and should comply with building bye-laws of the local authority and fire safety, general security norms.

1.24. Finalization of rent would be as per **Fair Rent Certificate (FRC) to be given by CPWD based on location**, quality of construction and age of the building. The hiring Committee would recommend the rent on the basis of FRC and the rate quoted by the selected bidder. The final approval/sanction would be by the Competent Authority of Government of India as per rules framed in this regard.

1.25. The selected bidder would be required to sign Lease agreement with the designated authority of GST & Central Excise Department as a legal requirement. A copy of the Standard Lease Agreement (SLA) duly approved by Directorate of Estates Annexure III (D) is also available in DG HRD manual on CBEC website [www.cbec.gov.in](http://www.cbec.gov.in) and also on DG HRD website [www.dghrdcbec.gov.in](http://www.dghrdcbec.gov.in). The conditions mentioned in the SLA shall be final. In case there is any clash or overlap between tender conditions and conditions mentioned in SLA, then the conditions mentioned in SLA shall prevail over the tender conditions. The original copy of the lease document shall be retained by the lessee.

**(Signature of the Bidder)**

**1.26.** The tender is for hiring for an initial period of three years. Within three years, **there will not be any revision of rent.** In case required, the hiring period may be extended beyond 3 years. The revision of rent beyond 3 years, if required would be as per conditions mentioned in SLA signed. If lease is extended beyond 3 (three) years, percentage increase in rent would be at a rate mutually agreed upon between the parties. **The percentage increase however shall not exceed 8%p.a.** Renewal of lease agreement is also subject to certification by CPWD/ Hiring Committee and final approval/sanction by Government of India as per Rules framed in this regard.

**1.27.** All the details and documents mentioned in the tender form must be submitted. A tender having incomplete details/documents or mis-declaration is liable to be rejected. However, the Hiring Committee may give an opportunity to the bidder to furnish the balance details/documents within the specified time. The Hiring Committee may also call for any additional details/documents from the bidder, if required. The bidder, before submitting the tender, should satisfy himself about correctness and authenticity of the details and documents submitted. Submission of wrong details/documents would render the tender form invalid.

**1.28.** Monthly rent should be quoted on lump-sum basis for the entire area (covered/built up area of main building, other permanent structure, covered / underground parking as well as open parking area, open space like garden, inner roads etc.) for the entire agreement period of 3 (three) years in the **Financial Bid.**

**1.29.** The monthly rent will start as and when possession of the building is taken over by the Department. The rent shall be paid as per the lease agreement.

**1.30.** All the taxes including property taxes, assessment charges and other outgoing of any description in respect of the said premises shall be borne by the owner/bidder for the entire period of tenancy.

**1.31.** The GST Department shall pay all charges in respect of electricity and water used on the said premises during the lease period as per the prevailing rates.

**1.32.** The cost of repair and maintenance of civil/electrical installation including Air Conditioning plant, power backup (generator sets), lifts and common areas etc. will be the responsibility of the bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the Department. The scope of maintenance is more specifically mentioned at SNo. 1.42 of the document.

**1.33.** The security of the building and running of lifts with requisite manpower for operation shall be the responsibility of the owner/bidder. The cost of deployment of External Security for building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the Department. The internal security of the building will be taken care of by the Department. The bidder should make sure that the Lifts work smoothly during the period of contract. In case the security of the building is taken by the Department/Government of India for strategic reasons, the rent to be paid to the bidder shall be accordingly reduced.

**(Signature of the Bidder)**

**1.34.** CCTV Surveillance Systems installed in the building should be compliant with The Tamilnadu Urban Local Bodies (Installation of Closed Circuit Television Units in Public Buildings) Rules, 2012. As a measure of Crime Control, the Government made it mandatory that Closed Circuit Television Units (CCTV) should be installed in all public buildings where large gatherings of public congregate. As per Rule 2 d(XV) “public building” means, any building where public have an access for any purpose and used as a – office of the Central Government or any State Government or any local authority or any body corporate owned or controlled by the Central Government or any State Government, where more than 100 persons are employed or having area of 500 square meter and above. The bidder should make adequate installation of CCTV Surveillance systems in the building.

**1.35.** All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of Department. If the bidder fails to do so, Rs.500/- per complaint shall be recovered from the monthly rental bill as compensation. In case the complaint is not attended to within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs.500/-per minor complaint.

**1.36.** The Department at any time during the Lease Period/extended Lease Period may make temporary alterations like partitions, office fixtures and fittings and furniture to suit the requirement at the cost of bidder.

**1.37.** The Department reserves the right to amend any/all terms and conditions, as it deems necessary.

**1.38.** The assessment of reasonable rent will be done by a Hiring Committee of the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC), also called Fair Rent Certificate (FRC).

**1.39.** Participation in the tender process does not entail the bidders any commitment from the Department. The Department will not be liable for any damage/loss caused to the bidders during the tendering process or after that.

**1.40.** No bidder shall bring or attempt to bring any political or other influence to bear upon this office or any authorities connected to this tender process to further his interest in respect of matters pertaining to this tender. Such action shall automatically disqualify the bidder from participating in the tender process.

**1.41.** All disputes shall be subject to arbitration by this Office and thereafter only lie within the jurisdiction of Chennai. This Office reserves the right to reject all or any part of tender without assigning any reason thereof. No correspondence will be entertained in this regard. Decision of this Office will be final and binding.

## **1.42. SCOPE OF MAINTENANCE**

1.42.1 The Owner would bear the cost of maintenance of the following:-

- (i) Periodical Civil, electrical, firefighting maintenance, Preventive maintenance, drill for firefighting equipment would be responsibility of bidder.
- (ii) Periodical maintenance of the building, which includes painting of walls doors & windows and all the exteriors and all the common areas of the building.
- (iii) Maintenance of all Elevators, including payment of AMC.
- (iv) Maintenance of Lighting posts, etc of common area and Maintenance of Water supply system.
- (v) Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.

**(Signature of the Bidder)**

- (vi) Provision of signage pertaining to common services.
- (vii) Insurance of building
- (viii) Maintenance and running of motors and water pumps installed in the premises.
- (ix) Maintenance and running of common power back-up generator/DG sets. payment of their insurance and AMC, etc.
- (x) Day to day housekeeping. Round the clock Security and maintenance of all common areas including pavement, landscape, common garden area and provision of consumables for the same

1.42.2 The tenant would bear the cost of the following:-

- (i) Provision of consumables for Electrical maintenance, such as Bulbs etc. for use in the office and internal areas exclusively used by the Goods and Service tax department.
- (ii) . Round the clock internal security to the premises, access control and regulating visitor movement.
- (iii) . Day to day housekeeping and maintenance of all office and internal areas and provision of consumables for the same in the building so far as exclusively used by the Goods and Service tax department.

Yours sincerely,

Date:

Signature and stamp of the Owner/ bidder/ authorized Signatory  
With complete Name, Address, Contact No. (s), including Mobile  
No.(s).(also Indicate the category in which signing, whether on his  
own behalf of as Power of Attorney/ Authorised signatory of the  
owner, etc.)



## 2. GENERAL CONDITIONS – Section II

2.1 The Technical Bid Uploaded will be evaluated based on the details uploaded under Technical Bid/Cover I in the prescribed formats to ascertain whether the bidders qualify. After evaluation of technical bid, all bidders will get information regarding their eligibility/qualification on website. Thereafter a system generated mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The Cover II (Financial Bid) of only those firms who technically qualify under Cover I will be decrypted and opened online.

2.2 The Bids should be signed in all pages only by the duly authorized signatory (ies) of the entity. The person(s) authorized to sign the tender shall sign all the pages of the tender and other documents including those which are required to be submitted as per Clause 4.0

2.3 Bidder should upload all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete Bids/tender will be rejected.

### 2.4. Cost of Tendering

The bidders shall bear all costs associated with the preparation and submission of their tenders and the GST & CX Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by the Principal Commissioner of GST & CX, Chennai North Commissionerate.

### 2.5. Rejection of Tender Documents

The bidder shall read and understand the contents of the tender documents, carefully. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

### 2.6 Clarification of Tender Documents

2.6.1 A bidder requiring any clarification regarding the tender documents may seek the same online within the time schedule prescribed. The GST & CX department will respond online to any such request for clarification, received.

2.6.2 Pre Bid Meeting: A pre-bid meeting with all interested bidders is proposed to be conducted **on 08.12.2017** at 11. AM at the O/o The Principal Commissioner of GST & CX , Chennai North, No.26/1, M.G. Road, Nungambakkam, Chennai-34. All Bidders are requested to attend the pre-bid meeting. In case of authorized representative, bidder should send a letter of authorization containing the specimen signature of their representative who is deputed to be present at the pre-bid meeting. Representative without the letter of authorization will not be permitted to attend the pre-bid meeting. The maximum number of representatives that a bidder can depute to attend the pre-bid meeting will be limited to one. The minutes of the pre-bid meeting along with necessary clarification will be uploaded on the CPPP website for the benefit of all bidders **on 13.12.2017**.

2.6.3 The bidders or his authorized representative who was present shall sign a register evidencing their attendance. In the event of the specified date of pre-bid meeting being declared as a holiday for the department, the pre-bid meeting shall be held at the specified time on the next working day.

**(Signature of the Bidder)**

## 2.7 Amendment to Tender Documents

2.7.1 At any time upto two days prior to the last date specified for submission of the bids, Principal Commissioner, GST & CX Chennai North Commissionerate may, for any reason, sumo motu or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addenda/corrigenda etc.)

2.7.2 Any amendments (addenda/corrigenda) thus issued will be hosted on the website upto two days prior to the last date specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendments have been issued by this department, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to the bidders.

## 2.8. Preparations and Submission of Tenders

### 2.8.1 Language of Tender

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and the buyer shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also. For the purpose of interpretation of the tender, the contents in the English translated version alone shall be taken into consideration.

### 2.8.2 Documents comprising the Tender

The Bids/tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with Clause 2.7

#### **(i) Documents to be uploaded with Cover I (Technical Bid documents)**

- a) Scanned copy of Earnest Money Deposit (EMD)
- b) Scanned copy of entire tender document, signed & sealed on all pages
- c) Scanned copy of Annexure-I
- d) Scanned copy of Offer Letter (Annexure II)
- e) Scanned copies of Annexures III A, III B, III C & III D with necessary enclosures

#### **(ii) Cover II (Financial Bid)**

- a) Scanned copy of financial bid undertaking (Annexure-IV C)
- b) Financial bid document in the form of BOQ\_XXXX .xls
- c) Scanned copy of Financial Bid (Annexure-IV (A) and IV (B))

**Note: Technical Bids received without these documents/ information are liable to rejection without any reference to the party whatsoever. Original of these documents/certificates shall be produced at the time of execution of lease agreement. Tender applications /documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected.**

#### TENDER PROCESS:

1. Tenders are invited in two parts i.e. (1) Qualifying Bid (2) Financial Bid.

**(Signature of the Bidder)**

2. The tender form for Qualifying bid in pro-forma prescribed in Annexures III A, III B, III C & III D and the tender form for the financial bid in pro-forma prescribed in Annexure-IV (A), IV (B) & IV (C) complete in all aspects shall be uploaded on CPPP site. The Qualifying Bids (Technical) will be opened online on **08.01.2018 at 11.00 a.m.** Bidders may observe the tender opening online. The date and time of opening of "Financial Bid" will be intimated to the eligible bidders after evaluating the "Qualifying Bids". The Financial Bids of those bidders who qualify on evaluation of technical Bids would be decrypted and opened online.

### **Submission of Tender**

- i. The tender shall be submitted online in Two parts, viz., technical bid and Financial bid.
- ii. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- iii. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- iv. This office reserves the rights to seek any document in original in respect of approval / clearance from Government departments, plans, property / water tax receipts etc. as specified in the technical bid for verification at any stage of tender process.
- v. After opening the Technical Bids and before opening of the Financial Bids, physical inspection of the premises, covered by the tendered bids, will be carried out to verify whether the offer complies with the required technical specifications.
- vi. After evaluation of bid by the Hiring Committee as in Annexures III A, III B & III C, all bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.
- vii. The successful bidders (i.e qualified in Technical Bid) of financial bids shall be done at a later date. The financial bids of only those successful bidders ( ie. Qualified in Technical bid) which are shortlisted after assessing the suitability of the accommodation, terms and conditions offered, compliance to Technical specifications, verification of their credentials and other liabilities, which will be done by the Hiring Committee constituted for the purpose will be decrypted and opened online, on the schedule date which will be informed later. The shortlisted bidders will be notified about the date and time of opening of financial bids, who may witness the bid opened online.

### 2.9. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to the GST & CX department. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

### 2.10. Filling up of Forms, Completeness & Mode of Submission of Tender:

2.10.1 The bidder shall submit all the documents required to be uploaded/ submitted as per Clause 2.8.2 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

2.10.2 The tender/Bids shall be uploaded/filled and signed only by the owner or his authorized signatory.

**(Signature of the Bidder)**

2.10.3 Bids sent by telex, fax, Email etc. (i.e. modes other than by ways prescribed in Annexure - VI) shall not be accepted.

## 2.11. Tender Prices

2.11.1 The bidder shall be for the whole Works or for individual component or components as may be decided by The Principal Commissioner of GST & CX, Chennai North, based on the unit rates and prices quoted by the bidder in Bill of quantities.

2.11.2 Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers bidders all obligations mentioned in or to be reasonably inferred from the Tender document in respect of "Hiring of Office premise for **Madhavaram** Division and Range offices of **Madhavaram** Division" at GST & CX, Chennai. This includes all the liabilities of the bidders, all kinds of taxes etc. which should be clearly stated by the bidders.

## 2.12. Tender Validity

2.12.1 Tenders shall remain valid for 120 days from the last date for submission of tender

## 2.13. Earnest Money Deposit (EMD)

2.13.1 Each tender/Bid should be accompanied by an Earnest Money Deposit (EMD) amounting to **Rs.1,00,000/- (Rupees One Lakhs Only)** which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "PAY AND ACCOUNTS OFFICER, CENTRAL EXCISE, CHENNAI." Payable at Chennai and shall be submitted in person to the Public Relations Officer (PRO), Chennai North Commissionerate on or before the bid submission last date i.e. **04.01.2018** before 11:00 hours. Qualifying bids without Earnest Money Deposit will be rejected. 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 found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit.

2.13.2 No other form of deposit towards Earnest Money shall be accepted.

2.13.3 Tenders not accompanied by the Earnest Money Deposit in the manner prescribed in 2.13.1 will be summarily rejected. No exemption from payment of EMD is available to any bidder for any reason whatsoever, except MSE's as defined in the MSE Procurement Policy issued in Department of MSME (or) are registered with the Central Purchase Organization or with the Finance Ministry or this department.

## 2.14 Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Financial)

2.14.1 Technical bids will be opened online at the Office of THE PRINCIPAL COMMISSIONER OF GST & CX, CHENNAI NORTH, 26/1, MAHATMA GANDHI ROAD NUNGAMBAKKAM, CHENNAI 600034", **at 11:00 hours on 08.01.2018**. Bidders may observe the tender opening online.

2.14.2 In the event of the specified date of tender opening being declared as a holiday for the department, the tender shall be opened at the specified time on the next working day.

**(Signature of the Bidder)**

2.14.3 The information furnished by the bidder in Cover - I in the prescribed format supplied by this department will form the basis for the evaluation. In exceptional cases The Principal Commissioner of GST & CX or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the Principal Commissioner of GST & CX, information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the Principal Commissioner of GST & CX. After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as detailed above, a suitable date and time for opening of the Cover II – Finance Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Financial Bids.

The Cover- II -Financial Bids will be opened online. The procedures for opening Cover - II will be the same as the procedures outlined in Clause 2.14.1 & 2.14.2.

2.14.4 After evaluating the financial bids received under Cover II, the bidder who ranked the lowest (L-1) Price will be awarded the contract. In case the financial bid of more than one agency is same as L-1, then the Principal Commissioner of GST & CX will be assigning marks to various eligibility parameters of such L-1 bidders and contract will be awarded to the bidder who score highest marks, among the L-1 bidders.

#### 2.15. Influencing prohibited

Any effort by a bidder to influence the buyer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

#### 2.16. Correction of Errors (in Financial Bid)

The Tenderer shall quote the rates both in figures as well as words. The cost of individual items shall also be worked out and mentioned in the financial bid (both in figures and words). On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:

##### 2.16.1 Non-conformities between Figures and words

Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of in the manner indicated below:

- i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
- iv) Such a discrepancy in an offer will be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.

2.17. The Principal Commissioner of GST & CX reserves the right to accept any tender and to reject any or all tenders and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidder of the grounds for the action.

#### 2.18. Refund of EMD

2.18.1 The EMD will be refunded to all the bidder(s) other than the three lowest technically qualified bidders within one month from the date of opening of Financial bid (Cover - II).

**(Signature of the Bidder)**

2.18.2 The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.

2.18.3 The EMD of the successful bidder will be refunded only after the Award of contract and within one month from the date signing of the Standard Lease Agreement (SLA). Till such time, the earnest money shall retain its character, as such.

2.18.4 Where a person whose tender has been received on behalf of the Principal Commissioner of GST & CX intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Principal Commissioner of GST & CX (or) fails to sign the Standard Lease Agreement within the prescribed time, the Principal Commissioner of GST & CX shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

2.18.5 No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.

2.19. Jurisdiction:

The jurisdiction of all suits/proceedings arising out of this agreement, arbitration matters shall be the High Court of Judicature at Chennai.

Yours sincerely,

Date:

Signature and stamp of the Owner/ bidder/ authorized Signatory  
With complete Name, Address, Contact No. (s), including Mobile  
No.(s).(also Indicate the category in which signing, whether on his  
own behalf of as Power of Attorney/ Authorised signatory of the  
owner, etc.)

**OFFER LETTER -Annexure II**

(On letter pad)

To

The Principal Commissioner of GST & Central Excise,  
Chennai- North Commissioner  
26/1, Mahatma Gandhi Road ,  
Nungambakkam, Chennai – 600034.

Sir,

Sub: Hiring of Office Premises for **Madhavaram Division and Range** offices of  
**Madhavaram Division**, Chennai North Commissionerate, Chennai

\*\*\*\*\*

**Ref.No.:** C.No.IV/16/25/2017-PRO dated:29.11.2017 published in newspapers on  
30.11.2017

With reference to your Tender Notice calling for offers for hiring of Office accommodation for **Madhavaram Division and Range offices of Madhavaram Division**, Chennai North Commissionerate, Chennai, I/We hereby submit my/our offer as follows:-

**a)** Technical Bid: Annexure -I, Annexure –II, and Annexure-III (A),III (B), III (C) & III (D) (in separate sealed cover along with EMD Of Rs.1,00,000/- by DD No.                      dt.  
On                      Bank & other supporting documents Page No.....to .....)  
(Envelope-I)

**b)** Financial Bid: Annexure-IV(A), IV(B) & IV(C) (in separate sealed cover (Envelope - II)

**2.** I hereby undertake to abide by various terms and conditions contained in the tender document.

**3.** I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

Date:

Yours sincerely,

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No. (s), including Mobile No.(s).(also Indicate the category in which signing, whether on his own behalf of as Power of Attorney/ Authorised signatory of the owner, etc.)

**TECHNICAL BID**

Ref No: C .No. IV/16/25/2017-PRO dated:29.11.2017 published in Newspapers / websites

Sub: Hiring of Office Premises for **Madhavaram Division and Range** offices of **Madhavaram Division**, Chennai North Commissionerate, Chennai

Sl. No.	Particulars	Details (Please fill up with relevant answer, wherever required)
1.0	Name of person /party submitting the Bid (hereinafter referred to as the bidder); Permanent Account Number (PAN)/Service Tax Registration Number whether assessed to tax and if so, particulars thereof including particulars regarding Service Tax.	
2.0	Status of the bidder (Individual/ Partnership Firm/Company/Society/ Any other (specify)	
3.0	Name of the person/ party holding Title to the property (hereinafter referred to as the owner) Permanent Account Number (PAN); whether assessed to tax and if so, particulars thereof including particulars regarding Service Tax.	
4.0	Status of the owner (Individual/ Partnership / Firm/ Company/ Society/ Any other (specify)	
5.0	Whether the bidder is himself the Owner of property offered on rent or Power of Attorney/duly Authorized	
5.1	Details regarding experience of bidder/owner in construction of building(if the bidder/owner are separate persons such details. To be given in respect of both)	
6.0	<b>Contact details of the bidder</b>	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. With STD code, Including Mobile Number	
6.4	Fax Nos. With STD code	
7.0	Contact details of the owner (if Different from bidder)	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. With STD code, Including Mobile Number	
7.4	Fax Nos. With STD code	
8.0	<b>Details of property offered</b>	
8.1	Location & Address of the property	
8.2	Is property having office use as permissible use by the competent authority.	
8.3	Whether it is an independent Property for exclusive use by the GST & Central Excise Department without sharing with any other user, if not details of other occupants in the property.	
8.4	Whether the space offered for hire is situated in more than one floor of a property, if Yes, specify floors	



<b>8.5</b>	Total plot area of the property where Office is offered (complete land area including opens paces, constructed area within the boundary of property offered on rent) (in sq.ft.)	
<b>8.6</b>	Carpet area on each floor offered for rent(in sq. ft.)	
<b>8.7</b>	Carpet area (total of all floors) offered (excluding basement/ covered parking areas) (in sq. ft.)	
<b>8.8</b>	Open area (Inner roads, garden etc.) and open parking area to be indicated separately. Public parking places on roads or any nearby public parking area will not be counted for this purpose.	
<b>8.9</b>	Covered parking area (garages, Basement parking etc.)	
<b>8.10</b>	Carpet area means area of premises less common toilets, passage, walls/columns, stair cases, verandah, lobby, balcony, kitchen, portico, sanitary, shafts, lift arches, air conditioner ducts, lofts, covered car parking.	
<b>8.11</b>	Approximate distance of the property from existing state/ national highway/ nearest metro station.	
<b>8.12</b>	Width of approach road on which the property is located	
<b>8.13</b>	Whether proper access from roads is available	
<b>8.14</b>	Details regarding natural light and Proper Ventilation	
<b>8.15</b>	Whether the property is free from all encumbrances, claims, litigations etc. If yes attach copies of relevant certificate	
<b>8.16</b>	Whether all Govt. Dues including Property tax, Service Tax, electricity, telephone, water bills etc. have been duly paid up to date. (enclose documentary proof for the same.)	
<b>8.17</b>	Whether the property is physically Vacant and available for possession	
<b>8.18</b>	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any.	
<b>8.19</b>	Details of lifts- make capacity, number and age.	
<b>8.20</b>	Details of available fire safety and Security measures	
<b>8.21</b>	Whether suitable power supply for Commercial operation is available, sanctioned load may also be indicated (refer point 1(xi) of the Terms& Conditions	
<b>8.22</b>	Whether adequate open space for Installation of generator is available	
<b>8.23</b>	Details of the power backup	
<b>8.24</b>	Any other facility which the owner/bidder may provide to the Department in the proposed property such as Conference Room, Business Centre, Food Court, Gymnasium and other recreational Facilities etc.	
<b>8.25</b>	Details of CCTV surveillance systems available	

\*Enclose documents wherever required.

I have gone through the various terms and conditions mentioned in the tender documents and I agree to abide by them. I\*..... aged.....solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it, is correct, complete and truly stated.

Yours sincerely,

Date:

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No. (s), including Mobile No.(s).(also Indicate the category in which signing, whether on his own behalf of as Power of Attorney/ Authorized signatory of the owner, etc.)

**Pre-Qualification Criteria****ANNEXURE – III (B)**

<b>Sl.No</b>	<b>Particulars</b>	<b>Details (Please fill up with relevant answer, wherever required)</b>
1.	Required Carpet <b>Area of 6,484 sqft.</b> (+) (-) 10% either in one block or in splits with a minimum carpet area of 3000 sqft.	
2.	24 Hrs. availability of Electricity and Water supply	
3.	Dedicated parking of cars and two wheelers as per CMDA Rules	
4.	Availability of approved plan / drawing	
5.	Availability of relevant certificates from CMDA & Corporation of Chennai / Municipality and Other Authority for Commercial or dual use	
6.	Affidavit from the Original owners or authorized agents clearly stating that space offered for rent is free from any litigation / disputes with regard to ownership, pending taxes / electricity bills, dues etc.	
7.	Fire Department Certificate	
8.	A self-attested undertaking from the owner of the property indicating the number of months for which the property is being offered for rent	
9.	Copies of all clearances / no objection certificates from all relevant Central / State Government and Municipal Authorities	
10.	Documents in support of ownership of Building / Land and Construction	

Note: Only those bids which satisfy all the 10 qualification criteria mentioned above shall be considered for Evaluation

(Signature of bidder)

**EVALUATION CRITERIA**

**ANNEXURE – III (C)**

Sno.	Technical Evaluation Criteria	Max. Marks	Terms of Evaluation Independent Building	Marks obtained
1	Availability of entire space in one independent building or continuous floors in a building	15	Independent building with minimum carpet area of 5466 sqft. In a single floor.	15
			Continuous floors in a building with minimum carpet area of 3,000 sqft. In each floor with dedicated entry.	7
			Continuous floors in a building with minimum carpet area of 3,000 sqft in each floor without dedicated entry.	5
2	Availability of dedicated parking space (four wheeler / two wheeler)	15	One four wheeler & Five two wheeler parking slots per 1000 sqft. Of carpet area	15
			One four wheeler & Five two wheeler parking slots per 1000 sqft. To 2000 sqft. of carpet area.	7
			One four wheeler & Five two wheeler parking slots per 2000 sqft. to 3000 sqft. of carpet area.	5
3	Proximity to a Metro Station (within a radius of)	10	≤500 mtrs	10
			>500 m and ≤1000	7
			> 1000 m and ≤ 1500 mtrs	5
4	Proximity to any other public transport		< 500 mtrs	10
			>500 m and ≤1000 mtrs	7
			>1000 m and ≤ 1500 mtrs	5
5	Availability of lifts	10	4 Nos. with capacity to carry 13 persons	10
			<4 Nos. with capacity to carry 13 persons	5
6	Installation of Genset / Power back-up to common areas as well as carpet area offered	10	Readily available or bidder/owner undertakes to provide before handing over	10
			Bidder/owner don't undertake to provide	0
7	Availability of Canteen & Pantry	15	Readily available or bidder/owner undertakes to	15

			provide infrastructure handing over	Canteen before	
			Readily available or bidder/owner undertakes to provide Pantry before handing over		7
			Bidder/Owner undertakes to provide or permit the Department to have its own canteen / pantry within the accommodation hired	Don't	0
8	Suitability of accommodation for for Madhavaram Division and Range offices of Madhavaram Division, Chennai North Commissionerate as per Assessment of the Evaluation Committee after physical verification of the property. The assessment will be broadly be based on parameters such as connectivity from Residential quarters at Anna Nagar, Mogappair, Koyambedu, Besant Nagar and Indira Nagar, Chennai, ambience, age of the building, hygiene, electricity, availability of water – both drinking and non-drinking, public utilities, conditions of furnishings and fixtures, provision for security, watch and ward, power back-up	15			To be decided by the Evaluation Committee
TOTAL MARKS		100			

**NOTE:-** Financial bid of only those bidders shall be considered who secure atleast 65 marks out of total 100 for the technical evaluation score. There is no cap on minimum number that can be declared technically qualified.

Date:

(Signature of bidder)

**LEASE AGREEMENT**

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

.....hereinafter 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.

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 Office of THE PRINCIPAL COMMISSIONER OF GST & CX, CHENNAI NORTH, 26/1, MAHATMA GANDHI ROAD NUNGAMBAKKAM, CHENNAI-600034 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 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.

**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

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

(Signature)  
Name and Address of the Lessor  
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.

**ANNEXURE – IV(A)**

**FINANCIAL BID**

**REF No: C .No.IV/16/24/2017-PRO dated:29.11.2017 published in newspapers/web sites.**

**Subject:- TENDER FOR HIRING OF OFFICE PREMISES FOR for Thiruvottiyur Division and Range offices of Thiruvottiyur Division, Chennai North -REGARDING**

1. Name of the person
2. Address (with Tel. No. & Fax No.)
3. PAN
4. Name & Address of the proprietor, Partners/ Directors (with Mobile Number)

S.No	Brief Description	Total Carpet Area	Total Super Area	Rate Quoted per sq. ft. (carpet area)	Amount per month (Rs.)
1.	Property for office space only				
2.	Taxes, if any				
3.	Total Amount Per Month ( in figures)				
4.	Total Amount Per Month ( in words)				
% Rent revision proposed (yearly) - _____ (Refer to Para 15 of Annexure – I)					

(Signature of bidder)

**NOTE :-**

**1** No separate rent would be paid for (a) underground/ covered parking areas (b) open parking space, inner roads, garden etc. within the compound. The rate quoted shall be inclusive of usage by tenant of all these areas.

2. If it is independent building in a plot, then the rent quoted shall give right to the tenant for usage of the total plot area of the property i.e complete land area including open spaces and constructed area that are within the boundary of property being offered on rent.
3. "Carpet area" means area of premises less toilets, passage, walls/columns, stair cases, verandah, lobby, balcony, kitchen, portico, sanitary, shafts, lift arches, air conditioner ducts, lofts, covered parking, etc.
4. The rate quoted shall be inclusive of all taxes (including municipal/corporation taxes) and charges but exclusive of Goods & Service tax.
5. The Electricity charges would be borne by the Dept. on actual basis from the date of occupation to the date of vacation.
6. The tender is for hiring for an initial period of 3 (Three) years. Within three years, there **will not be any revision** of rent. The revision of rent beyond 3 years, if required would be as per conditions mentioned in Standard Lease Agreement (SLA) signed.
7. No advance would be given by the Department as deposit for rent.
8. The all inclusive Rent should be quoted as per terms & conditions given in this tender.
9. **Rent quoted is exclusive of Goods & Service tax.**

Yours sincerely,

Date:

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No.(s), Including Mobile No.(s). (also Indicate the category in which signing, whether on his own behalf of as Power of Attorney/Authorised signatory of the owner)

OTHER CHARGES

HIRING OF ACCOMMODATION FOR OFFICE

S.No.	Brief Description	No. of units being made available	Per unit cost quoted (in Rs.)	Total amount per month (in Rs.)	Remarks, if any
1.	Power back up if any				
2.	Charges for fan & lights fixtures, if provided				
3.	Charges for AC, if installed				
4.	Any other charges e.g. for maintenance, any extra feature, etc. (please specify)				
Total Amount (in Rs.)					

(Signature of bidder)

**Note :**

- a) Above mentioned charges shall be over and above the Total Amount quoted in Annexure IV(A) as monthly rent.
- b) The Other charges mentioned in this Annexure shall not be considered while deciding the lowest bidder.
- c) If the charges quoted are unacceptable to the Department, the bidder shall be ready to remove the assets from the property being rented.

d) The Department shall have no obligation to accept these charges. The charges may be negotiated with the selected bidder.

Yours sincerely,

Date:

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No.(s), Including Mobile No.(s). (also Indicate the category in which signing, whether on his own behalf of as Power of Attorney/Authorised signatory of the owner)

**ANNEXURE –IV (C)**

**UNDERTAKING BY THE BIDDER**

I/We undertake that my/our firm M/s ..... has not been **blacklisted** by any Govt. Department/Public Sector Undertaking/Autonomous Body.

2. I ..... Son/Daughter/Wife of Shri..... Proprietor/Partner/Director/Authorized signatory of M/s ..... am competent to sign this declaration and execute this tender document.

3. I have carefully read and understood all the term and conditions of the tender and undertake to abide by them.

4. The information / documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/ We, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in future.

Date: Signature of the authorized Signatory of the firm/  
Place: Company/Organization  
Office Stamp/Seal: