



**OFFICE OF THE ASSISTANT COMMISSIONER
CUSTOMS, CENTRAL EXCISE & SERVICE TAX DIVISION WARDHA, CAMP
ATUTPAD SHULK BHAVAN, TELANGKHEDI ROAD, CIVIL LINES, NAGPUR- 440 001**

NOTICE FOR INVITING TENDER FOR HIRING OFFICE ACCOMMODATION ON RENT

Sealed Tenders are invited from interested parties to obtain SUITABLE OFFICE ACCOMMODATION ON RENT for the premises for Central Excise Division Office Wardha at Wardha about 5000 sq. Feet of carpet area on or around Main Road within 8 km from Railway Station & MIDC, Wardha with sufficient parking space:

The tender is subject to terms and conditions as at Annexure-I and is also subject to willingness of the interested parties to agree to the terms of the Standard Lease Agreement given at Annexure-II. The tender of hiring of office accommodation premises shall be submitted in two sealed envelope super scribed as “**Technical Bid**” and “**Financial Bid**”. The format for Technical Bid and Financial Bid is given in Annexure-III and Annexure-IV separately. The details of Annexures are available at the website www.cenexcisenagpur.nic.in and may also be obtained from the Assistant Commissioner, Office of the Assistant Commissioner of Customs, Central Excise & Service Tax, Division Wardha camp at Telangkhedi Road, Civil Lines, Nagpur (Phone No. 0712-2557103) on any working day during office hours on or before 10.02.2017.

The interested parties are requested to submit their Tender documents in the prescribed Quotation Form duly signed and stamped, in a sealed cover “**Tender for Office Accommodation of Rent**” and should be received by the Assistant Commissioner, Office of the Assistant Commissioner of Customs, Central Excise & Service Tax, Division Wardha camp at Telangkhedi Road, Civil Lines, Nagpur with acknowledgement. The Tenders can also be sent by Registered Post/AD. **The last date for receipt of Tender is 10.02.2017 upto 13.00 hrs. and Tenders shall be opened on 10.02.2017 at 15.30 hrs.**

The Tenders/Quotations received incomplete and/or filed after the due date shall be summarily rejected. The parties who wish to be present at the time of opening of Tender/Quotation may represent themselves or authorize their representatives with an authority letter. Premises offered for Rent may also be required to be shown for Inspection to find out the actual condition thereof after opening of Technical Bid. The Assistant Commissioner of Customs, Central Excise & Service Tax, Division Wardha Camp at Telangkhedi Road, Civil Lines, Nagpur reserves the right to accept or reject any or all tenders without assigning any reasons. Please ensure that the proposed premise is complete in all respect and ready for possession.

Encl:- Annexure -I- Terms & Conditions

Annexure-II- Format for Standard Lease Agreement

Annexure-III-Proforma for TECHNICAL BID

Annexure-IV-Proforma for FINANCIAL BID

Sd/- 25.01.2017

(R.C. DIWAN)

**ASSISTANT COMMISSIONER
CENTRAL EXCISE, DIVISION
WARDHA**

F.No. I(22)01/Admn/Tender/Dn-Wardha/2014/Part/

Nagpur, 25th January ,2017

Copy to:-

- 1) The Superintendent (Computer Cell), Central Excise Hqrs., Nagpur for posting the said Tender Notice on the Departmental website immediately.
- 2) Notice Board.
- 3) Assistant Commissioner(P&V), Central Excise, Wardha for information.

Annexure I

TERMS AND CONDITIONS FOR THE TENDER FOR OFFICE ACCOMMODATION ON RENT

1. The Physical inspection of the building premises will be carried out to find suitability of the premises.
2. The rent quoted should be based on per Sq.Ft/per month on the carpet area excluding service, and water and electricity charges but inclusive of building maintenance charges and other charges
3. It should be noted that no negotiations will be carried out, except with the lowest bidder and therefore most competitive rates should be offered.
4. No Earnest Money Deposit will be given by the Department to the owner offering the premises.
5. Tenders received after the due date and time, for whatever reason, shall not be entertained and the office of the Commissioner of Central Excise, Nagpur will not be responsible for loss or delay in delivery of tender documents.
6. The building premises should consist of the following amenities/utilities.
 - a) Electrical fittings including fans and lights.
 - b) The building should be equipped with adequate fire safety measures
 - c) All internal and external walls should be painted with good quality of paint.
 - d) Sufficient space should be available for the Department for installation of generator and other equipment/power back up in case of electricity failure.
 - e) The building should be equipped with separate toilets for men and women in every floor. In every floor one chamber with attached toilet should be provided. There should be proper sewage/drainage system in the building.
 - f) The building should have sufficient supply of water both for drinking and for normal use.
 - g) There should be sufficient parking facility for parking of 5-10 four wheeler vehicles and about 50 two wheeler vehicles for officers and visitors.
7. The premises offered should have construction approvals/occupancy certificates/clearances from all Central/State Government Departments as may be necessary by the local authorities.
8. Finalisation of Rent based on location & quality of construction is subject to certification by CPWD/Hiring Committee, subject to final approval & sanction by the competent authority, as per the Rules framed by Government of India in this regard.
9. The lease period of the building premises will be for a minimum period of 3 years, extendable on need basis on mutual understanding and in terms of the orders issued by the Directorate General of Human Resource Development, New Delhi.
10. Participating in the tender process does not entail any commitment from the office of the Commissioner of Central Excise, Nagpur Commissionerate and the Commissioner reserves the right to reject any/all offers, including that of the lowest tender without assigning any reason.
11. The Commissioner of Central Excise, Nagpur-II reserves the right to amend these terms and conditions as it may deem necessary.

Annexure II

LEASE AGREEMENT/SLA FORMAT

AN AGREEMENT MADE THIS.....DAY OF.....TWO THOUSAND AND SEVENTEEN
between

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

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, 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..... day of.... two thousand fourteen 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 India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, **PROVIDED THAT THE GOVERNMENT OF INDIA** shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.
5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.
6. The Government of India shall have the right to sublet the whole or any part or part't 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

the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Government of India shall be as determined by the Central/Work Department of Government of India, In case of default in payment of taxes etc by the Lesser to the Public Bodies, it would be open for the lessee to the deduction such due from the gross rent (including taxes) payable to the lessor, and to pay the same directly to the local bodies. However, before making such deductions, 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 structure 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 common 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 t 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 posts 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 the 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 convent, close 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 or reference of dispute to the arbitration, the claimant shall alongwith such request send a panel of 5 persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as sole arbitrator. In case of none in the proposed panel is acceptable is acceptable to the other party, such other party shall within the above 15 days send another panel of 5 persons to the 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 member of this panel acceptable to the claimants, 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 modifications thereof and rules framed hereunder shall be applicable to such arbitration proceedings which shall be held at arbitration proceedings shall be conducted in Hindi/English/*. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of 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 buildingbear 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 `B' REFERRED TO ABOVE

Details of fixtures and fittings
IN WITNESS WHERE OF THE OFFICIAL SEAL OF has been affixed in the manner hereinafter mentionedand the lease agreement has been signed for and on behalf of the President of India on the day and yearfirst above written,
by.....

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

In the presence of
Witness 1.....
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 maybe scored off at the time of filling up of the stammered lease Agreement (SLA) format.

Details of proposal:-

1.	Name of the Party & Address	
2.	Address/ Location of the Building premises offered for rent	
3.	Carpet area offered(floor wise)	
4.	No. of Lifts available & Capacity of each lift	
5.	Age of the Building	
6.	Whether Public Transport(MSRTC buses) is Available	
7.	Whether the building is connected with the main road of the area?	
8.	Width of the road connection the building	
9.	Nearest Bus Stop & Distance	
10.	Whether independent parking space available(covered & open)	
11.	Capacity of Electric connection	
12.	Whether Generator available? If so, its Capacity	
13.	Availability of Drinking Water/ Water for normal consumption	
14.	No. of overhead water tanks available? If so, its capacity	
15.	Whether natural light / ventilation available	
16.	No. of toilets (on each floor) available?	
17.	Rent per sq. feet/ per month of carpet	
18.	Particulars of security aspects	
19.	Any other remarks	

I solemnly declare that to the best of my knowledge and belief, the information given above is correct, complete and truly stated. I agree to the terms and conditions given in the Annexure. I am also willing to execute Standard Lease Agreement given in Annexure II.

Signature of the party and date

Annexure –III

TECHINICAL BID

<u>TECHNICAL BID SHBOULD INTERALIA CONTAIN DETAILS AS FOLLOWS</u>	
01.	Full particulars of the legal owner/proposed lessor of the premises: i. Name ii. Address of the office & residence iii. Telephone No./Mobile No./Tele Fax iv. E-mail Address v. PAN No. vi. The exact location and postal address of the premises with map
2.	Full particulars of person(s) holding title of the premises
3.	Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner)
4.	Type of building – commercial or residential
5.	(a) Complete Address and location of the building with location map: (b) Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise area) (Enclose Certified Sketch Plan also)
6.	Detailed approved plan of the accommodation
7.	Date of construction
8.	Exact carpet area
9.	Exact built-up area
10.	Floor Number offered
11.	No. of floors in the building
12.	Other Facilities and amenities available with the building
13.	Type, model, company & No. of lifts available/carrying capacity, provide details of make, model, installation year
14.	Parking space in sq. ft. available for department – area and specific how many Nos of vehicles can be parked: 4/2 wheeler
15.	Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes/dues or like (enclose copy of affidavit from owner or power of Attorney holder alongwith latest municipal tax bills) and whether mortgaged, any lien encumbrances property.
16.	Clearances/no-objection certificate from all the relevant Central/State/Municipal Authorities and Fire Department for use as office/commercial premises confirming the municipality laws
17.	(A) Whether running water, drinking and otherwise, available round the clock. (B) Whether sanitary and water supply installations have been provided
18.	Details of approach road such as width, distance from main road, slum localities on both side of the road.
19.	(a) Whether electrical installation and fitting, power, plugs, switches etc. provided or not? (b) Whether provided with fans/air-conditioner in all rooms or not? (If yes, give the no. of fans floor wise) & Air Conditioned (Air Condition Standard) © Details of power back-up facility/Sanctioned Electric Load
20.	Whether separate electric connection having sufficient installed capacity.

Signature of Legal Owner/ Power of Attorney Holder

ANNEXURE-IV

FINANCIAL BID

Sr. No.	Items	Rate per sq. ft.	Total
1	Name & Address of the applicant with phones.		
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. & e-mail. 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 sq.foot of the carpet area as mentioned in Technical Bid. The rent will be subject to issue of Fair Rent Certificate by CPWD as per procedure laid down by the Govt. & it will be applicable for the leased period of five 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 Department.		
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 other of the building. Give details, if applicable		

Signature of Legal Owner/ Power of Attorney Holder