



OFFICE OF THE DEPUTY COMMISSIONER OF CENTRAL EXCISE,  
CUSTOMS AND SERVICE TAX,  
NO.351, G.S.M.ROAD, GANDHINAGAR, BELLARY - 583 103.

E-Mail:bellarydivision@gmail.com

Phone: 08392 – 256393/256296/256297 (Fax)

## **TENDER/OFFER DOCUMENT**

### **TERMS AND CONDITIONS**

**SUBJECT: - OFFICE ACCOMMODATION ON LONG TERM LEASE - REG.**

The Office of the Deputy/Assistant Commissioner of Central Excise, Customs and Service Tax, Bellary Division, invites tenders from legal owners of buildings and/or their Power of Attorney holders for hiring of office premises at Bellary. **The net carpet area required is approximately 700 Square Meters.**

2. The proposal should be submitted in two parts i.e. Technical Bid and Financial Bid, in the pro-forma prescribed and enclosed. Both these bids should be in separate sealed envelopes and the envelopes should clearly indicate on the top **“Financial bid / Technical bid”** as the case be. Both these envelopes should be kept in another sealed cover mentioning clearly **“Tender for Office Accommodation for Bellary Central Excise Division, Bellary”**.
3. The net carpet area should be in a single independent building located at a central location in Bellary. The building should have secure boundary walls, independent and separate entrance/s, ample parking space and easy accessibility from the main road.
4. Finalization of Rent based on location & quality of construction is subject to certification by CPWD / hiring committee, subject to final approval & sanction by Government of India, as per rules framed in this regard.
5. Only legal owners/holders or the power of attorney from the legal owners, of the premises need to respond and no brokerage shall be paid to anyone. Canvassing in any form will disqualify the owner. **A non-encumbrance certificate should be accompanied with the bid.**
6. The building should be in a ready to use condition with proper ventilation, electricity, water, sewerage, fire-fighting equipment's and adequate toilet facilities. The electric power available should be indicated.

7. The designs and construction of the premises offered shall be in conformity with the established standards. The premises offered shall be safe, strong, stable, sound and durable remaining life of more than 30 years.

8. The owner will have to construct stationery room, record room, toilets, wooden partitions, cupboards, wall cabinets etc. as per requirements of Office of Deputy/Assistant Commissioner of Central Excise, Bellary and make such modifications/alterations in the premises as desired by the Office of Deputy/Assistant Commissioner of Central Excise Bellary at his/her own cost before handing over possession to the Office of Assistant/Deputy Commissioner of central Excise Bellary. Permission/ approval required, if any, regarding additions/alterations/modifications of the premises shall be obtained by the owner at his/her own cost from the concerned local authorities. Addition/Alteration as per the requirement of this office will be made by owner of the building at their own cost. In case of any final work to be done the building should be made ready for occupation within 15 days of tender finalization and at the expense of the bidder.

9. First lease period will be for 03 (Three) years and shall be extended as per requirement from time to time.

10. The financial bid should include the rent proposed to be charged per Sq. Feet on the basis of carpet area on lump sum basis which should be inclusive of all costs of services including:

- a. The charges for the maintenance (Civil, electrical, plumbing),
- b. The charges for the maintenance of the lifts and air-conditioning equipment if centralized;
- c. Taxes (including service tax) and duties, to be paid to various authorities.

11. Incomplete pro-forma and offers in any format other than the **specified pro-forma for Technical bid and Financial bid (Price bid) will not be considered** and will be liable for rejection.

12. All the pages of the offer are to be signed and over-writing, if any, is to be duly initialled by the owner / lessor or his authorized signatory.

13. The offer shall be valid at least for a minimum period of 6 months from the last date for submission.

14. There should not be any deviation from the terms and conditions stipulated in Technical and Financial bids.

15. The premises offered shall have proper flooring acceptable to the Office of Deputy/Assistant Commissioner of Central Excise Bellary viz. Marble/vitrified tile flooring of the premises (except toilet and pantry) and ceramic tiles flooring and dado in toilets and pantry. The premises offered shall have proper electric cable and fittings for Air Conditioning facility. Adequate light fittings along with lights (preferably LED), fans, plug points etc. to fit

all office requirements shall be provided by the owner. The owner shall also provide separate electric meter, separate water meter and sewerage connections. These connections should be in the name of the owner and the consumption charges of water supply, Electricity and sewerage shall be paid by the Office of Deputy/Assistant Commissioner of Central Excise Bellary. Property tax to be paid to the Local Municipal Corporation shall be borne by the owner. If the building has a lift(elevator), it shall be the responsibility of the owner to make arrangements for keeping it operational and undertake its repair and maintenance.

16. The owner shall provide adequate electric power load as per the requirement of the Office of Deputy/Assistant Commissioner of Central Excise Bellary at his/her own cost before handing over possession to the Office of Deputy/Assistant Commissioner of Central Excise Bellary. If additional electric power load is required by the later on (i.e. after taking over possession with electric load of required capacity) within the lease period, the same shall be arranged by the owner / landlord at his/her own cost.

17. The owner shall provide sufficient frontage and adequate parking space in front and rear of the building, without any additional rental overheads, for the Office of Deputy/Assistant Commissioner of Central Excise Bellary visitors, employees etc.

18. All statutory clearances and permissions required for construction / modification / additions/ alterations and leasing of the premises to the Office of Deputy/Assistant Commissioner of Central Excise Bellary shall be obtained by the owner at his/her own cost.

19. Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of the Office of Deputy/Assistant Commissioner of Central Excise Bellary. The registration charges, stamp duty for registration of lease deed is to be borne by the owner.

20. The Office of Deputy/Assistant Commissioner of Central Excise Bellary shall have the right to carry out necessary alterations/modifications or make such structural or other changes to/in the premises as may be required by it for the purpose of its functioning. However, the Office of Deputy/Assistant Commissioner of Central Excise Bellary shall not make any permanent structural alterations incapable of being reversed or which would render incapable the restoration of the premises to its original position without the consent in writing of the owner but such consent shall not be unreasonably withheld in the case of such alterations as shall be necessary or required by the Office of the Assistant/Deputy Commissioner of central Excise Bellary for the purpose of better amenities and carrying on its function effectively.

21. The Office of Assistant/Deputy Commissioner of Central Excise Bellary shall have the right to install satellite dishes/ communication towers and other communication equipment etc. as deemed necessary by it for facilitating electronic communication. The Office of Deputy/Assistant Commissioner of Central Excise Bellary shall also have the right to install

power generating/amplifying devices including but not restricted to power transformers, Power Generators/ diesel generator sets etc. as well as placing of sign boards, departmental hoardings / publicity materials etc. The owner shall have no objection of any kind whatsoever and shall not claim any compensation or additional rent from the Office of Assistant/Deputy Commissioner of Central Excise Bellary for having carried out such activities. However, if any damage is resulted upon the demised premises due to such activities, the Office of Assistant/Deputy Commissioner of Central Excise Bellary would be liable to repair the damage so caused. Normal wear & tear is, however excepted.

22. The Office of Assistant/Deputy Commissioner of Central Excise Bellary shall have the right to install additional air conditioners as and where required by it.

23. The Assistant Commissioner of Central Excise Bellary being the lessee has no insurable interests in the building, the owner has to insure the premises / assets rented against risks like burglary, fire or natural calamity at his/her own cost and the Office of Assistant/Deputy Commissioner of Central Excise Bellary will not be responsible for and liable to make good any losses that may be sustained in the future in respect of the said premises/assets.

24. Painting of the premises including front and back, Verandahs, bath rooms toilets, boundary wall, the entire exterior facade and painting or polishing of all doors, windows, ventilators, grills etc. as may be desired by the Office of Assistant/Deputy Commissioner of Central Excise Bellary and will be carried out by the owner once in two years within the lease period. In case the owner fails to do so, the Office of Assistant/Deputy Commissioner of Central Excise Bellary shall have the right to arrange it at the cost of the owner and recover the amount from the rent payable or that may become payable to him/her, or through other legally permitted means.

25. Whenever necessary, the owner will carry out necessary repairs of the building from time to time within reasonable period and in the event of failure or neglect or default on the part of the owner to carry out or effect necessary repairs, it will be optional for the lessee Office of Assistant/Deputy Commissioner of Central Excise Bellary to either terminate the lease or to retain the occupation of the demised premises or part thereof or to make or effect or carry out the necessary repairs of the premises, after a due notice to the owner and to recover, the expenses so incurred along with interest etc. from the rent payable or which may become payable to the owner or through other legally permitted means. No rent will be payable for the period during which the lessee Office of Assistant Commissioner of Central Excise Bellary is deprived of the use of the demised premises or part thereof due to the failure, neglect or default of the owner to carry out the necessary repairs of the demised premises.

26. The possession of the premises will be given to the Office of Assistant/Deputy Commissioner of Central Excise Bellary after completion of entire work as per Office of Assistant/Deputy Commissioner of central Excise Bellary's requirement and specifications.

After taking over the possession, if it is found that any item or work remains unattended or not according to Office of Assistant/Deputy Commissioner of Central Excise Bellary's specifications, the owner has to complete the same within a reasonable time from the date of handing over the possession of premises and in case of default, the Office of Assistant Commissioner of Central Excise Bellary shall have the right to get such unfinished jobs / works / items completed by availing the services of other agencies and recover the amount so incurred from the rent payable or which may become payable to the owner or through other legally permitted means.

27. During the currency of the lease agreement the owner shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the Office of Assistant/Deputy Commissioner of Central Excise Bellary with any party, affecting Office of Assistant/Deputy Commissioner of Central Excise Bellary's right of occupation and any of the terms of the lease without written consent of the Assistant/Deputy Commissioner of Central Excise, Bellary.

28. If the owner is desirous of making any additions to the building it shall be ensured by him/her that no access / approach by whatever means is provided to the new blocks/portions from the demised portion and no encroachment of the open spaces which have been available to the exclusive use of the Office of Assistant Commissioner of Central Excise Bellary, is caused. The owner shall not go about carrying out such works without taking prior approval of the Office of Assistant/Deputy Commissioner of Central Excise Bellary.

29. That in the event of the owner opting to sell the demised premises during the period of tenancy or at the expiration of the same, he shall in the first instance offer it to the Office of Assistant Commissioner of Central Excise Bellary at the lowest price which he is prepared to accept for it and the Office of Assistant Commissioner of Central Excise Bellary shall within one calendar month from the date of receipt of such offer, accept or reject such offer.

30. If the demised premises at any time during the said terms or any extension thereof happen to get damaged, destroyed or rendered uninhabitable by fire, earthquake, flood, violence of any army or mob or other irresistible force or act of God which is not caused by the acts or neglect or fault of the Office of Assistant Commissioner of Central Excise Bellary, then in such case it shall be optional with the Office of Assistant/Deputy Commissioner of Central Excise Bellary to determine the termination of lease or continuation thereof with or without diminution of rent.

31. The Office of Assistant/Deputy Commissioner of Central Excise Bellary shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the owner by giving two months' notice in writing. The owner shall not claim/not be entitled for any compensation / rent for the unexpired period of lease. The right to terminate the lease before the expiry of lease period will vest only with the Office of Assistant/Deputy Commissioner of Central Excise Bellary.

32. The Office of Assistant/Deputy Commissioner of Central Excise Bellary will at the expiration of the said term or any extension thereof (if agreed to mutually) quietly yield and deliver up possession of the demised premises to the owner in nearly the same condition as at the time of commencement of initial lease. Fair wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God are excepted. But this condition shall not be construed to render the Office of Assistant/Deputy Commissioner of Central Excise Bellary liable to do any repairs of any kind to the demised premises.

33. **The last date of receipt of tenders** in the Office of Assistant/Deputy Commissioner of Central Excise, No.351, GSM Road, Gandhinagar Bellary-583103, **is 22.05.2017 up to 16.00 hrs.** Offers received by this Office after the due date and time stated in the notice inviting offer shall be rejected. **The Technical bid shall be opened in the first instance on 23.05.2017 at 16:00Hrs.** The bidders are required to be present well in time. **It should be noted that no negotiations will be carried out, except with the lowest bidder and therefore most competitive rates should be offered.**

34. After screening of the technical bids, short-listed building owners will be informed by the Office of Assistant/Deputy Commissioner of Central Excise Bellary for arranging site-inspection of the offered premises. **After site inspection, the financial bids of the offers considered suitable for housing the Office of Assistant/Deputy Commissioner of Central Excise Bellary office shall alone be opened, the date of which will be intimated to the qualified bidders separately.** The owners shall obtain approvals from the local authorities as applicable, especially Completion / Occupation certificate before the opening of price bids. Offers without the approval of local authorities will be disqualified and the price bid shall not be opened for further processing. In places where Completion / Occupation certificate are not issued by the local authorities, the Office of Assistant/Deputy Commissioner of Central Excise Bellary consider such offers if they otherwise fulfil all other terms and conditions and are identified as suitable Technical Bids.

35. After receipt of confirmation from the Office of Assistant/Deputy Commissioner of Central Excise of Bellary for leasing of the premises which is considered to be most suitable and its acceptance by the owner of the premises, if he/she backs out on account of any reason whatsoever, the owner is liable to pay the Office of Assistant Commissioner of Central Excise, Bellary the full expenditure incurred by it from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process.

36. The Office of Assistant/Deputy Commissioner of Central Excise Bellary reserves the right to accept or reject any or all the offers without assigning any reason therefor.

**For any queries in this regard, Please Contact;**

1. Deputy Commissioner (Contact Number-08392-256393).
2. Superintendent of Central Excise (Preventive) (08392-258500).

3. Administrative Officer (08392-256296).
4. bellarydivisions@gmail.com

On all working days from 11 AM to 5 PM.

**OFFER LETTER**

To,  
Deputy Commissioner  
Office of Deputy/Assistant  
Commissioner of Central Excise &  
Service Tax, No.351, GSM Road,  
Gandhinagar,  
Bellary 583103.

**Subject: HIRING OF OFFICE PREMISES at Bellary - Regarding**

Ref. No.: Advt. dated:.....published in newspapers on.....

\* \* \*

With reference to your Tender Notice calling for offers for hiring of Office accommodation for Customs, Central Excise and for Service Tax Department, I/We hereby submit my/our offer for the office of Deputy/Assistant Commissioner of Central Excise, Bellary as follows:-

- i. Technical Bid: Annexure-A (in separate sealed cover along with & other documents) (Envelope-I)
  - ii. Financial Bid: Annexure-B (in separate sealed cover (Envelope-II)
  - iii. Annexure-C
2. The two sealed envelopes containing technical bid and financial bid referred to above have been put in main envelope as required.
3. I hereby undertake to abide by various terms and conditions contained in the tender document.
4. 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, and 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.)



**ANNEXURE-A**

**TECHNICAL BID FOR HIRING OF OFFICE ACCOMODATION**

1	Full Particulars of the legal owner of the premises: (i) Name: (ii) Address: (iii) Telephone: (iv) Tele Fax: (v) E-Mail; (vi) PAN No.	
2	Full particulars of person(s) offering the premises on rent/lease and submitting the	
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 : (b) Details of the Accommodation offered for rent (viz. carpet area, floor-wise) (Enclose Certified Sketch Plan also) :	
6	Detailed approved plan of the accommodation	
7	Date of Construction	
8	Total Area offered for rent: (i) Carpet area. (ii) Covered area/ Built-up area. (iii) No. of floors in the building, other facilities and amenities available with the building. – floor-wise area (iv) Type of building: Commercial or Residential	

9	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.	
10	Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes/dues or like. (Enclose copy of Affidavit from owner or Power of Attorney holder)	
11	Parking space available for Department– area and specify how many Nos of vehicles for both four wheelers and two wheelers can be parked.	
12	Type, model, company and No. of Lift(s)/carrying capacity, provide details of make, year of installation etc.	
13	Number of Hygienic Toilets (floor-wise), with Details separately for men & women.	
14	(a) Whether running water, both drinking and other-wise, available round the clock? (b) Whether sanitary and water supply installations have been provided for?	
15	Whether separate electricity and having Sufficient installed electricity load and water connection available?	
16	Sanctioned electricity load	
17	(a) Whether electrical installation and fittings, Power Plugs, switches etc., provided or not? (b) Whether building has been provided With fans in all rooms or not? (If yes, give the No.s of fans floor-	
18	(i) Details of Power back-up facilities (ii) Arrangements for regular repairs and maintenance of such Power Backup facility	

19	Details of Fire Safety Mechanism along with Particulars of Fire Deptt. Certificate (Copy of certificate to be enclosed)	
20	The period and time when the said accommodation fit for office use could be made available for occupation. (after the approval)	
21	Specify the lease period (minimum three years and provision for extension).	
22	Whether the owner of the building is agreeable to: (i) Monthly rent as determined and fixed (Fair Rent Certificate) by Competent Govt. Authority like CPWD. (ii) Monthly rent fixed as per (i) above to remain valid for initial lease period of three years.	
23	Provisions for regular repairs and maintenance and special repairs, if any, of the building.	
24	Any other salient aspect of the building, which the party may like to mention.	

**Declaration :**

- (i) I/We have read and understood the detailed terms and conditions applicable of the subject offer as supplied with the bid documents and agree to abide by the same in totality.
- (ii) It is here by declared that the particulars of the building etc. as furnished against the individual items are true and correct as per my knowledge and belief and in the event of any of the same being found to be not true, I/we shall be liable to such consequences/lawful action as the Deptt. may wish to take.

Signature of Legal Owner/Power of Attorney Holder

(Delete as inapplicable)

NAME IN  
BLOCKLETTERS (Designation and  
Seal where applicable)

**ANNEXURE-B**

**FINANCIAL BID FOR HIRING OF OFFICE ACCOMODATION**

1	Name & Address of the applicant with Phone No.s	
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 No.s/  Mobile Nos.  (iv) Tele Fax:  (v) E-Mail Address:	
4	Complete details of the building viz. (i) Complete postal address (ii) Location (iii) No. of floor (iv) Covered area (v) Carpet area (In Sq. ft.)	
5	Rent in Indian Rupees per month per square feet 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 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, as applicable, to be borne by the tenant Department.)	Rs./month/Sq. ft. or Rs./month/sq.mt
6	Does the owner intend to charge separately for the facility of power backup provided? If yes, indicate the amount payable on this count in (addition to the rent), remunerative terms and conditions and such details relevant (if needed, a separate note duly signed could be appended).	
7	Rate of common area maintenance Per Sq. Feet on carpet area per month.	
8	Any other condition(s) having financial implication Relevant to the offer of the building. Give details, if any	
9	Remarks.	

**N.B.:**

All the taxes including service tax, 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.

Signature of Legal Owner/Power of Attorney Holder

(Delete as inapplicable)

NAME IN BLOCK LETTERS  
(Designation and Seal where  
applicable)

**ANNEXURE-C**

	<b>FACILITIES REQUIRED TO BE PROVIDED BY THE OWNER</b> (Please (v) mark if provided by you)	
1	There should be provisions for 24 hrs. electricity & water supply	
2	The area proposed to be given on rent should be in one independent building	
3	The building should be in a ready to use Condition at the time of handing over possession, with electricity, water, lifts, sewerage, fire fighting equipments and adequate toilet facilities. The electric power availability should be indicated.	
4	Whether there are suitable built cabins ready to use or the bidder is willing to make cabins as per requirement	
5	<b>THE FINANCIAL BID SHOULD INCLUDE:</b>	
The rent proposed to be charged per Sq. Feet on the basis of carpet-area which should be inclusive of all costs of services including		
	(I) The charges for the maintenance (Civil, electrical, plumbing)	
	(II) The charges for the maintenance of the air- conditioning equipment if	
	(III) The charges for parking space;	
	(IV) The charges for security.	
	(V) Taxes and duties, to be paid to various authorities.	
6.	Signature of Legal Owner/Power of Attorney	