

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-03-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Excise And Customs (cbec)
कार्यालय का नाम/Office Name	Goods And Services Tax And Central Excise, Aurangabad Commissionerate, Aurangabad
वस्तु श्रेणी /Item Category	Leasing in of Commercial Properties - Office Space; Wet Lease (maintenance to be borne by lessor); Upto 5 years; 4; 1st floor; Electronic security gates, CCTV facility, Streetlights near the building, Electricity back-up; yes; yes; yes; 465
अनुबंध अवधि /Contract Period	3 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1800000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1771487814.pdf](#)

Leasing In Of Commercial Properties - Office Space; Wet Lease (maintenance To Be Borne By Lessor); Upto 5 Years; 4; 1st Floor; Electronic Security Gates, CCTV Facility, Streetlights Near The Building, Electricity Back-up; Yes; Yes; Yes; 465 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Purpose for leasing building	Office Space
Type of Lease	Wet Lease (maintenance to be borne by lessor)
Age of the building (Time period since construction)	Upto 5 years
Maximum number of floors required in the building	4
Preference of floor required	1st floor
Facilities Required	Electronic security gates , CCTV facility , Streetlights near the building , Electricity back-up
Physical Inspection (before signing the contract)	yes
Lift required	yes
Parking Space required	yes
Area of the Property (in Sq Mtr)	465
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of units	अतिरिक्त आवश्यकता /Additional Requirement
1	Kazi Mohammad Majed Pasha	431602,Office of Deputy/ Assistant Commissioner, Central GST, GST Bhavan, Ashwan Building, Hingoli Naka, Airport Road, Nanded, Nanded, 431602	1	<ul style="list-style-type: none"> Number of Months : 36

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

INSTRUCTIONS TO THE BIDDERS:

1. The invitation to bid is open to legal owners/Power of Attorney holders of properties located in the areas mentioned in the bid document. The prospective bidders should submit their bids strictly in the Proforma prescribed in the Tender documents.
2. The successful bidder will be declared as 'the lesser' which means and includes not only the bidder but also his legal heirs, successors, successors in office, legal representatives, etc. The Dy/ Assistant Commissioner of CGST & Central Excise, Nanded Division will be 'the lessee' for the current bidding.
3. The bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents. Failure to furnish information as required in the bidding document or submission of the bid not substantially responsive to the bidding document in every respect will result in the rejection of the bid.
4. At any time prior to the deadline for submission of bids, the lessee may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder, modify the bidding document by a written amendment. The amendment which will be binding shall be available on the GeM Portal <http://gem.gov.in>, CBIC portal <https://www.cbic.gov.in>.
5. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the lessee, at his discretion, may extend the deadline for the submission of bids.
6. The carpet area required is indicated as follows: 4,500 to 5,000 square feet.
7. In case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bids containing technical bid, financial bid in respect of each premise.
8. The Technical Bid by the bidder shall include the following:
 - a) Copy of the PAN card,
 - b) Copy of GST Registration,
 - c) All tender documents duly filled in, wherever necessary, except the Financial Bid proforma,
 - d) Copy of Affidavit from Owner or Power of Attorney holder to the effect that the premises offered on rent is free from all encumbrances.
9. The bid prepared by the bidder as well as all correspondence and documents shall be written in English language. All the columns of the tender document must be filled in and no column should be left blank. "NIL" or "Not Applicable" should be marked, where there is nothing to report.
10. In case of co-owners/joint owners, the bid documents i.e. technical bid and financial bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he should invariably submit an Authorization/Power of Attorney to do so from the remaining owners.
11. The financial bid should contain the lease rent payable by the lessee without GST. The GST as applicable will be borne by the lessee and paid to the lessor at the applicable rate along with the rent. All other taxes/charges/levies etc. shall be borne by the lessor only. Lease rent should include maintenance charges. The financial bid should be submitted strictly as per the form prescribed in Annexure-V (BoQ).
12. The lease rent should be quoted in Indian rupees only and should be in both figures and words.
13. The bid shall remain valid for 180 days after the date of opening of the financial bid. A bid valid for a shorter period may be rejected by the lessee as non-responsive.

14. In exceptional circumstances, the lessee may require the successful bidder's consent for an extension of period of validity. The request and responses thereto shall be made in writing.
15. The bidder may modify or withdraw its bid after bid submission provided that written notice of the modification or withdrawal is received by the lessee prior to the deadline prescribed for submission of bids.
16. During evaluation of the bids, the lessee may at his discretion, ask the bidder for clarification of his bid.
17. The results of the evaluation of the technical bids along with the date of opening of the financial bids will be communicated to the qualifying bidders online on the GeM Portal itself. The lessee may at his option choose to open the financial bids immediately after the opening and evaluation of the technical bids.
18. Any misleading or false representation in the bid document will lead to disqualification of the bidder at any stage.
19. The bidder should submit Annexure-I (Instructions to bidders), Annexure-II (Terms & Conditions), Annexure-VI (Tender Acceptance Letter), Annexure-VII (Letter of Offer), duly signed on all pages and copy of Affidavit from owner or Power of Attorney holder to the effect that the premises offered on rent is free from all encumbrances along with the Technical Bid (Annexure-III).
20. The Financial/Price Bid undertaking (Annexure-IV) should be submitted separately with duly filled in Financial/Price Bid proforma (Annexure-V).
21. The jurisdictional Courts in Nanded will have exclusive jurisdiction to determine any proceeding in relation to this contract.
22. Canvassing in any form shall render the bid disqualified.
23. The submission of annexures mentioned above should invariably indicate the following filled up certificate/credentials at the bottom of the annexure.

Part-A- Terms & Conditions (General) :

- 1) These terms and conditions shall form part of tender to be submitted by the bidder to the Dy/ Assistant Commissioner of CGST & Central Excise, Nanded Division (hereinafter referred to as 'lessee').
- 2) The tender shall be submitted online in two parts, viz., Technical bid and Financial bid. All columns in the tender document shall be duly filled in and no column shall be left blank. "NIL" or "Not applicable" shall be marked, where there is nothing to report. All the pages of the tender document shall be signed by the owner/owners or his/their authorized power of attorney. The Dy/ Assistant Commissioner of CGST & Central Excise, Nanded Division reserves the right to reject incomplete tender or in the event of any of the particulars being found to be incorrect.
- 3) Tender documents uploaded after the due date and time shall be liable to be rejected outright and no correspondence in this regard shall be entertained.
- 4) No tender will be accepted by fax, e-mail or any other such means and beyond the specified date/time.
- 5) The tender shall be acceptable only from the original owners of the space or from those having valid Power of Attorney. The space offered should be free from all encumbrances/claims/liabilities and disputes and litigation with respect to its ownership, lease/renting and pending dues etc.
- 6) Offers received from Government Bodies/Public Sector Undertakings/State Housing Boards etc. would be given preference.
- 7) The Technical bid is required to be submitted along with certified copies of approved building plan as approved by the competent authority, certified copy of land deed, Municipal receipts, and copy of ownership of building. Technical Bids received without the said documents are liable for rejection without any reference to the party whatsoever. Original documents/certificates will have to be produced before execution of Lease Agreement.
- 8) The bidder is required to enter into Lease Agreement in the prescribed format approved by the Central Government (Standard Lease Agreement) copy of which is enclosed as Annexure VIII for reference.

- 9) The bidder shall quote expected amount of rent per month for the premises being hired in the financial bid. However, acceptance of rent will be subject to the issuance of "Fair Rent Certificate" by CPWD as per the procedure laid down by the Govt.
- 10) No security deposit or advance rent shall be paid by the Government, as a matter of policy.
- 11) Electricity bills as per actual consumption shall be borne by the lessee.
- 12) The rate of rent finally approved by CPWD is not liable to revision during the period of lease. Any revision of rate of rent will be considered after the expiry **of three years** from the start of the lease period provided that such revision shall not exceed 8% per annum of the rent payable at the time of such revision. Lessee reserves the right to set up additional Generator Sets and other electrical fittings in the premises/common areas of building as required from time to time for which the successful bidder shall facilitate such installations at no additional cost.
- 13) The technical bids will be outrightly rejected if any of the criteria mentioned in point 2 & 4 of Part-B Terms & Conditions Annexure-II are not fulfilled. The qualified bids shall further be evaluated by the Hiring Committee on suitability of the other terms of the technical bid and shall have the right to reject the bid in case of non-fulfilment of any of the terms stated in tender documents.
- 14) Lessee reserves the right during the lease period/extended lease period to carry out further suitable alterations by way of partitions, office fixtures, fittings etc. for the effective use of the office space hired.
- 15) If at any stage it is found that any of the details/documents furnished by the bidder is false/misleading/fabricated, his/her bid would be liable for cancellation without intimation to the bidder.
- 16) The offer should remain valid for six months. During the validity period of the offer, the bidder should not withdraw/modify in the terms of area and price and other terms and conditions quoted in Technical or Financial Bids. The bidder is required to submit an undertaking on non-judicial stamp paper of requisite value duly signed by legal owner or his Power of Attorney holder that the bidder shall not back out/cancel the offer/offers made to lessee during the validity period.
- 17) The hiring of space will be for an initial period of **three (03) years** and could be extended further with mutual consent of both the parties.
- 18) The owner/the holder of power of attorney should intimate in writing the likely date of handing over of the premises which shall under no circumstances be later than two months from the Tender Opening date given at Critical Date Sheet in Tender Inviting Notice.
- 19) **The premises offered for lease shall have the necessary permission from various government authorities like local bodies, Fire Safety, etc.**
- 20) The premises offered for lease shall be free from any encumbrances.
- 21) The premises offered for lease shall be secured from all sides with exclusive entrance.
- 22) No brokerage will be paid by the department against the tender participation/acceptance.

Part-B - Terms & Conditions (Technical)

- 1) Owing to nature of work of the lessee, the area offered for rent should be in a single, standalone and independent building for the lessee. Preference will be given to the newly constructed building.
- 2) The premises shall have proper connectivity with local transport. The premises should be in Vazirabad/Shivajiputla/Kautha and or around H.S. Nanded Railway station.
- 3) The building should be sufficiently ventilated and should have natural lighting. **Premises located in basement or underground floors shall not be considered and will be outrightly rejected.**
- 4) The area surrounding the building and approach road leading to the building should be not congested and the front road/approach road should be at least 35 feet wide.
- 5) The owner/landlords will have to construct sufficient number of toilets (separately for ladies and gents) as per lessee's requirement/lessee's plan and make modifications/alterations in the premises if so desired by the lessee at his own cost before handing over possession to the lessee. Permission/approval required if any regarding additions/alterations/modifications of the premises shall be obtained by the owner/landlords at his own cost from the concerned local authorities.

- 6) The owner/landlords shall provide suitable cabins, partitions and other facilities as per the requirement of the lessee.
- 7) The layout of the offered space should be suitable for Govt. office and in accordance to the requirement of lessee for various rooms as per the staff strength so that the space could be put for optimum utilization and to minimize space wastage as the area allowed for hiring of office space does not allow extra space for lobby etc. The owner may be required to carry out such alterations to the existing partitions/fixtures and fittings as may be specified by the lessee to make it suitable for its use.
- 8) Partitions, Light fittings, fans, power sockets, etc. shall be provided by lessor as per requirements of the lessee.
- 9) **The building shall have fire sprinkler system & should conform to the fire fighting norms and clearance from Chief Fire Officer.**
- 10) The building shall have electrically operated lifts (at least 1 in Number), if the office space is not on ground floor, with the cage dimensions of lift recommended by Bureau of Indian Standards (BIS). The provision of at least one additional lift or if only one lift is provided it is required to be accessible for the physically challenged persons in view of the Persons with THE RIGHTS OF PERSONS WITH DISABILITIES ACT, 2016 to create barrier free environment for persons with disabilities.
- 11) The building in which space is offered shall have easy and convenient approach and adequate parking space. Parking should be provided in the same building offered for hire.
- 12) The building shall be in ready to use condition in two months from the date of communication of bid acceptance letter, with electricity, running water, sewerage, firefighting equipment and adequate toilet facilities. The particulars of amenities provided/proposed to be provided inside the property/building complex should be clearly indicated in the Technical Bid. Provision of running water for all the time from any source, either municipal, ground or procured from outside source, shall be in place and the same shall be part of the maintenance liability falling on the part of the lessor.
- 13) The offered space shall have separate electricity supply and having sufficient installed electricity load. It should have 100% power back up through suitable Generating Set. The electric power available should be indicated. The owner/ landlord shall provide separate electric meter in respect of portion earmarked for the lessee at his/their own cost before handing over possession to the lessee. The connection should be in the name of the owner/landlord and the electricity consumption charges shall be paid by the lessee. If separate connection is not available, sub-meter etc along with wiring shall be got installed by the owner so that the office work is not hampered. Preference will be given to the buildings having/following green energy norms.
- 14) Additionally, the building shall have power supply for essential services like lift, water pumping and common area lighting. There should be adequate open space for installation of additional generator sets of the tenant and provision for connecting it to the power supply lines.
- 15) All Building services such as Lifts, Power supply, Plumbing, Toilets, Sewerage System, Ducts for Local Area Network, Telephone etc., should be fully operational within 2 months from the date of communication of bid acceptance letter. All internal and external walls should be painted with good quality paint at the time of handing over the premises to the Lessee. This would obviate any wastage of time and lead to smooth running of the office right from day one.
- 16) The building shall be operative 24 x 7 so that the office work beyond normal working hours and on non-working days is not hampered or stalled.
- 17) The building shall be under proper maintenance and having all the general facilities viz: sufficient water for wash rooms, etc., on 24 x 7 basis. The particulars of amenities provided/proposed to be provided inside the property/building complex should be clearly indicated in the 'Technical Bid'.
- 18) Maintenance (mechanical, plumbing, electrical and civil including maintenance of fans, consumables etc.) shall be undertaken by the owner and shall also carry out periodical repair and maintenance. No additional charges shall be paid for the same by the lessee.
- 19) Painting of the premises including front and back verandas, bath rooms, toilets, boundary wall, the entire exterior facade and painting or polishing of all doors, windows, ventilators, grills etc., shall be done once in 3 years. Cleaning of common area and glass panels from outside will be carried out by the owner / landlord annually. In case the owner/landlord fails to do so, the Lessee shall have the right to arrange it at the cost of the owner/landlord and deduct the amount from the rent payable or that may become payable, or otherwise recover from the owner/landlord.

20) **All statutory clearances and permissions required for construction/modification/additions/alterations and leasing of the premises to the Lessee shall be obtained by the owner/landlord at his own cost.**

21) Lease agreement will be executed after verification of all documents related to the property to the entire satisfaction of Lessee. The registration charges, stamp duty for registration of lease deed to be borne by the owner/landlord.

22) Carpet Area measurements: The carpet area shall be the area of the premises which is covered but excluding the following

- a) Wall and columns,
- b) Portico/canopy
- c) Common Toilets,
- d) Stair cases,
- e) Bon Louvre,
- f) Lift Walls,
- g) Balcony,
- h) Portion below the window sills,
- i) Lofts,
- j) Parking space whether covered or not,
- k) Open terrace.

Joint measurements will be taken in the presence of Lessee official and vendor/ authorized representative for finalizing the carpet area.

23) Lease Rent - Rate per sq.ft on Carpet area: The carpet area rate quoted shall include statutory charges (i.e. all taxes/cess present and future - House tax , Property tax, water tax, sewerage charge and Municipal taxes etc.,) except the GST. Rate quoted should be inclusive of maintenance charges. The rent will be paid from the date of taking possession of the premises. Nothing extra will be paid other than the monthly lease rent. Lease rent for every month is payable by 10th of next month.

24) "Maintenance charges" shall include charges towards a) maintenance of common area (other than carpet area leased), of building in clean and hygiene manner with adequate lighting and ventilation, b) maintenance of lift(s), Generator set, water pump, Air conditioners.

25) Lessee 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. Provided always that the Lessee 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 owner/landlord(s) but such consent shall not be unreasonably withheld in the case of such alterations as shall be necessary or required by Lessee for the purpose of better amenities and carrying on its function effectively. But the Lessee shall have all the rights to make temporary alterations in the demised premises and to erect temporary partitions, cabins, counters etc. as are necessary to carry on the day to day activities.

26) Lessee shall have the right to install satellite dishes/communication towers and other communication equipment etc. as deemed necessary by the Lessee for facilitating electronic communication as also installation of power generating/amplifying devices including but not restricted to power transformers, Power Generators etc. as well as placing of sign boards, hoarding/publicity materials etc. in the terrace or any part of the occupied space for its activities and the owner/landlord will have no objection of any kind whatsoever and shall not claim any compensation or additional rent. However, if any damage is resulted upon the demised premises due to such activities, the Lessee would be liable to repair the damage so caused, normal wear & tear is however expected.

27) Since Lessee has no insurable interest, the Lessee will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets on account of risks like burglary, fire or natural calamity.

28) Whenever necessary, the owner/landlord(s) 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/landlord to carry out or effect necessary repairs, it will be optional for the lessee either to 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/landlord and to deduct, the expenses so incurred along with interest etc. from the rent which is payable or become payable or otherwise recoverable from the owner/landlord. No rent will be payable for the period during which the lessee is deprived of the use of the demised premises or part thereof due to the failure, neglect or default of the owner/landlord to carry out the necessary repairs of the demised premises.

29) The possession of the premises will be given to the lessee after completion of entire work as per Lessee's requirement and specifications. After taking possession, if it is found that any item or work remains unattended or not according to Lessee's specifications, the owner/landlord has to complete the same within a reasonable time from the date of possession of premises and in case of default the lessee will have right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the owner/landlords.

30) During the lease agreement the owner/landlord shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the Lessee with any party affecting lessee's right of occupation and any of the terms of the lease without written consent of the lessee. The owner/landlord shall give the undertaking stating that the building is not under any mortgage/litigation as on date of the tendering.

31) If the landlord is desirous of making any addition to the building, it shall be ensured by him that no access/approach by whatever means from the demised portion or by encroaching upon the open spaces which had been made available to the exclusive use of the lessee.

32) In the event of the owner/landlord deciding to sell the demised premises during the period of tenancy or at the expiration, the owner/landlord shall provide the tenant with prior written notice of not less than three months.

33) Before accepting Technical Bid, all the documents and space/building shall be inspected by Hiring committee of the Nanded Division and only those premises found satisfactory in all respects shall be proceeded with for opening the financial bid and such decision shall be final. The Technical bids shall be opened in the first instance. The physical inspection of the premises will also be carried out to verify whether the premises comply with the terms and conditions as mentioned in Annexure-II.

34) The opening of financial bids shall be done at a later date. The financial bids of only those bidders will be opened which are short-listed after assessing the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities. The short-listed bidders will be notified about the date and timing of opening of financial bids.

35) If the demised premises at the time during the said terms or any extension thereof damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any mob or other irresistible force or Act of God and be not caused by the acts or neglect or fault of the lessee, then in such case it shall be optional with the lessee to determine the lease or to retain occupation of the demised premises, if the lessee so desires without any diminution of rent hereby reserved.

36) The lessee shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the owner/landlord by giving three months' notice in writing. The owner/landlord shall not claim/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 lessee.

37) That the lessee will at the expiration of the said term or any extension thereof (if agreed to mutually) peaceably and quietly yield and deliver up possession of the demised premises to the owner/landlord in the nearly similar condition as at the time of commencement of initial lease. Wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any mob or other irresistible force or Act of God are expected but this condition shall not be construed to render the lessee liable to do any repairs of any kind to the demised premises.

38) After receipt of lessee's confirmation for leasing of the premises which is considered to be most suitable/reasonable, if the owner/landlord(s) backs out on account of any reason, the owner/landlord (s) is liable to pay the lessee the full expenditure incurred by the lessee from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process.

39) Participation in the tender does not entail any commitment from the lessee and lessee reserves the right to reject any/all offers, including that of the lowest bidder without assigning any reason thereof.

40) The owner/landlords shall construct cabins/partitions, stationery room, record room, toilets etc. as per Department's requirement/ Department's plan and make modifications/alterations in the premises. The owner/landlords will allow the lessee to construct cabins/partitions, stationery room, record room, toilets etc. as per Department's requirement/ Department's plan and make modifications/alterations in the premises if so desired by the Department. Permission/approval required if any regarding additions/alterations/modifications of the premises shall be obtained by the owner /landlords at his own cost from the concerned local authorities.

41) The electrical layout of the building shall be in such a way that every cabin/cubicle/workstation the necessary power supply/point is available. And also the electrical layout shall include the provision to incorporate the department's VPN networking wires UPS cabling wires etc.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or

bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---