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| <p>भारत सरकार, वित्त मंत्रालय, राजस्व विभाग,<br/>केंद्रीय वस्तु एवं सेवाकर लेखापरीक्षा –I पुणे, 4 थी मंजिल 'ए' और 'बी' विंग, 41-ए, आय .सी .ई .हाऊस, वाडिया कॉलेज के सामने ,ससून रोड, पुणे – 411001</p> | <br>सत्यमेव जयते | <p>Government of India,<br/>Ministry of Finance,<br/>Department of Revenue,<br/>Central GST, Audit- I, Pune, 4<sup>th</sup> Floor 'A' &amp; 'B' Wing, 41-A, ICE House, Sassoon Road,<br/>Opp. Wadia College<br/>Pune – 411 001<br/>Email:- commradt1-cexpune@nic.in</p> |
| Phone No. <b>020-26055790</b>  |   |   |

**NOTICE INVITING E- TENDERS FOR PROCUREMENT OF OFFICE PREMISES ON MONTHLY RENTAL CHARGES FOR THE OFFICE OF CIRCLE III OF CENTRAL CGST, AUDIT-I FOR THE PERIOD OF THREE YEARS FROM DATE OF ALLOTMENT OF WORK.,**

1. The Central GST, Audit-I Commissionerate invites online tender (e-tender) for hiring suitable office accommodation on rent having Carpet area upto 4800 Square feet approx., from the legal owners / power of attorney holders of suitable buildings. (As detailed in The Terms & Conditions of this Tender). THE Tender documents will be available on [gem.gov.in](http://gem.gov.in), <https://www.cbic.gov.in> and <https://punecgstcus.gov.in>

The said rented office accommodation for Circles III of CGST Audit-I, Pune is to be taken as a whole unit. The entire space upto 4800 Square feet approx. is to be made available in the same building.

2. The amount of rent payable for the premises taken on lease will be on per Sq.Ft. and as per the Government of India Rules and the same shall be fixed and paid in accordance with the Government of India instructions in force. The details of space requirement, terms & conditions and other documents are outlined in the Annexure to this e-tender as under.
3. In case of any further details, Superintendent, (Land & Building) Office of the Commissioner of CGST Audit-I Pune Commissionerate, 4th Floor 'A' & 'B' Wing, 41-A, ICE House, Sassoon Road, Opp. Wadia College Pune – 411 001 may be contacted (Mobile No. +91 9823497077 ).

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JOINT COMMISSIONER  
CGST AUDIT-I PUNE COMMSSIONERATE.

**ANNEXURE-I****Terms and conditions**

1. The successful bidder will be declared as 'the lessor' which means and includes not only the bidder but also his legal heirs, successors, successors in office, legal representatives, etc. The **JOINT COMMISSIONER , CGST, AUDIT-I, PUNE** will be '**the lessee**' for the current bidding.
2. **The carpet area required is upto 4800 Square feet approx. in close proximity (i.e within 7 km ) of the Headquarters office of the 'Office of the Commissioner' of CGST Audit-I Commissionerate, , 4th Floor 'A' & 'B' Wing, 41-A, ICE House, Sassoon Road, Opp. Wadia College Pune – 411 001 .**
3. The Technical Bid by the bidder shall include documents mentioned in the Terms & Condition/offer document and must be signed, scanned and then upload on gem-portal.
4. The building offered must be vacant, free from all encumbrances/claims and legal or other disputes etc. Documentary proof w.r.t the ownership of the building and the absence of any encumbrance, claim and legal or other disputes must be submitted along with the offer document. A certificate from an Advocate/ CA showing that the premises are free from encumbrances should be provided. The building should meet all other safety norms like earthquake resistance, flood etc. required under the law. The property should be insured against all types of damages during the entire period of contract.
5. Owing to nature of work, it would be strongly preferred that the area offered for rent should be a standalone area (commercial) for exclusive use by the department. **Layout plan of the building should be attached with Technical Bid.** If it is independent building in a plot then the rent quoted shall give the right to the tenant for usage of the total plot area within the boundary of the offered property.
6. The owner of the space offered should be a single legal owner.
7. **The building should be in the close proximity (Upto 7 Km) of the Headquarters GST Bhavan, Building opposite Wadia College Pune area, only.**
8. The premises should have proper connectivity and easy access with the local transport .
9. The building should be well maintained.
10. The building should be sufficiently ventilated and should have natural lighting.
11. Broker/property dealer should not apply for the e-tender.
12. The area offered should preferably be for exclusive use i.e. entirely for the usage of this Department. The area offered should be ready to be occupied.
13. The area surrounding the building and approach road leading to the building should not be congested and the front road / approach road should be wide enough. Surroundings of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around building and other related factors will be important criteria to decide the suitability of the offered premises.
14. **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.**

15. The layout of the offered space should be suitable for Govt. office.
16. The offered Premises should have facility to install Air Conditions.
17. The building should have adequate toilet facilities separately for ladies and Gents on the floor of the proposed area. The building should have lift facility, if consisting of three and more floors.
18. The building should have facilities like ramp etc. for physically challenged persons supported with documentary evidence.
19. The building should adhere to the fire safety norms prescribed & conform to the firefighting norms and should be supported with adequate documents from the competent authority.
20. There should be proper security services arrangement in the building.
21. The building in which space is offered should have easy and convenient approach and having adequate parking space (preferably covered parking space). Free parking should be provided in the same building offered for hire.
22. The building should be in ready to use condition **within two months from the date of communication of bid acceptance letter**, with electricity, 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.
23. The offered space should have separate electricity supply and having sufficient installed electricity load and water connection. The electric power available should be indicated. The owner / landlord shall provide separate electric meter, separate water meter and sewerage connections at his own cost before handing over possession. These connections should be in the name of the owner / landlord and the consumption charges of the **water supply and electricity shall be paid by the department.**
24. Jointly, the building should have power supply for essential services and common area lighting. There should be adequate open space for generators and provision for connecting them to the power supply lines and proper power backup facility should be there.
25. All Building services such as Power supply, Plumbing, Toilets, and Sewerage System should be fully operational at the time of submission of the offer by the Landlord. All internal and external walls should be painted with good quality paint at the time of handing over the premises. This would obviate any wastage of time and lead to smooth running of the office right from day one.
26. The building should be operative 24 x 7 so that the office work beyond normal working hours and on non-working days is not hampered or stalled.
27. The building should be under proper maintenance and having all the general facilities viz: permanent arrangement for adequate supply of potable water and sufficient water for toilets, wash-basins, housekeeping, other cleaning purposes etc on 24 x 7 basis.
28. Maintenance (mechanical, plumbing, electrical, civil including consumables etc.) shall be undertaken by the owner and shall also carry out annual repair and maintenance every year. The maintenance charges as applicable shall be paid by the Bidder/Owner. **Routine fitting like bulbs, tubes and other consumables will be done by the Department.**
29. Painting of the premises including front and back verandahs, wash 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 JOINT COMMISSIONER', CGST, AUDIT-I, PUNE, will be carried out by the owner / landlord periodically (At least once every year). In case the owner/ landlord fails to do so, the The JOINT COMMISSIONER , CGST, AUDIT-I, PUNE, 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.

30. All statutory clearances and permissions required for construction/modification/additions/alterations and leasing of the premises shall be obtained by the owner/landlord at his own cost.
31. Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of, 'The JOINT COMMISSIONER', CGST, AUDIT-I, PUNE. The registration charges, stamp duty for registration of lease deed to be borne by both the parties equally.
32. Carpet area measurements : The carpet area measurements shall be the area or the premises which is covered but excluding the following:

- - Wall and columns
  - Portico/canopy
  - Sanitary shafts/toilets
  - Stair cases
  - Bon Louvre
  - Lift walls
  - Air conditioning ducts
  - Balcony
  - Portion below the window sills
  - Lofts
  - Parking space whether covered or not
  - Open terrace.

33. 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 or 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 recover 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.

34. **Lease Rent** - Rate per sq. ft. on Carpet area: The carpet area rate shall be inclusive of basic rent except Municipal taxes, Property tax, GST etc. as applicable. The rent will be paid from the date of taking possession of the premises. The lessor may specify such additional taxes as applicable like Municipal taxes, property tax and GST etc. separately and the same will be paid other than the monthly lease rent. **Lease rent will be paid on monthly basis .**

35. 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 right 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.

36. 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, etc. as well as placing of sign boards, CIRCLE-III, CGST AUDIT-I COMMISSIONERATE publicity materials. etc. in the terrace for its activities and the owner / landlord will have no objection of any kind whatsoever and shall not claim any compensation or additional rent but 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 exempted.
37. 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.
  
38. 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 JOINT COMMISSIONER' , CGST, AUDIT-I, PUNE 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.
39. During the period of 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.
40. 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 been available to the exclusive use of the lessee.
41. In the event of the owner / landlord deciding to sell the demised premises during the period of tenancy or at the expiration of the same he shall in the first instance offer them to the lessee at the lowest price which he is prepared to accept for them and the lessee shall within one calendar month from the date of receipt of such offer may accept or reject such offer.  
**42. Before accepting Technical Bid, all the documents and space/Building shall be inspected by a committee authorized by 'The JOINT COMMISSIONER', CGST, AUDIT-I, PUNE and only those premises found satisfactory in all respect 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 above.**
  
43. 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.

44. 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 army or 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.
45. 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 or subject the whole or a part of the premises. The owner / landlord shall not claim /be shall 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 lessee.
46. That the lessee will at the expiration of the said term or any extension thereof (if agreed to mutual) peaceable and quietly yield and deliver up possession of the demised premises to the owner / landlord in the nearly same condition as at the time of commencement of initial lease. Wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God excepted but this condition shall not be construed to render the lessee liable to do any repairs of any kind to the demised premises.
47. After receipt of lessee's confirmation for leasing of the premises which is considered to be most suitable / reasonable and its acceptance by lessee, if the owner / landlord(s) backs out on account of any reason, the owner / landlord (s) is liable to pay the full expenditure incurred by the lessee from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process. In such case the EMD shall be confiscated.
48. 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 tenderer without assigning any reason.
49. Finalization of rent based on location and quality of construction and age of the building is subject to certification by CPWD / Hiring Committee and final approval/sanction by the Government of India as per rules framed in this regard. The assessment of reasonable rent will be done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) / Fair Rent Certificate. The rent shall be paid as per the RRC or as quoted by the bidder, whichever is less, by the office to the successful bidder.
50. Renewal of lease agreement is also subject to certification by CPWD / Hiring Committee and final approval/ sanction by Government of India as per rules framed in this regard. Bidders may note that no increase in rental charges will be allowed during the initial THREE (03) years of the agreement period. If lease is extended beyond five years, renewal of rent would be as per Fair Rent Certificate given by the CPWD and rate mutually agreed upon between the parties.
51. All disputes lie within the jurisdiction of Pune city. All disputes in connection with the execution of contract shall be settled under the provisions or Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The arbitration proceedings shall take place at Pune City only.

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