

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(Mini Ratna, Category-I, Government of India Enterprise)



NIB No.NEEPCO/ND-26/117 Dated 26/4/2019

DETAILED BID DOCUMENT

For

**Tender for Offering office space at SCOPE Minar,
Core-2, 2nd Floor, Laxminagar, Delhi, measuring
around 2573 sq.feet**

Co-Ordination Office, NEEPCO Ltd.,
15, NBCCTower, Bhikaji Cama Place, New Delhi -110066



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The Detailed Bid Document comprises of the following 4(four) Parts:-

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Part-IV	Price Schedule



NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(Mini Ratna, Category-I, Government of India Enterprise)

CIN No. U40101ML1976GOI001658, Website: www.neepco.co.in

CO-ORDINATION OFFICE, 15 NBCC TOWER

BHIKAJI CAMA PLACE

NEW DELHI-110066

NIB No.NEEPCO/ND-26/117 Dated 26/4/2019

DETAIL NOTICE INVITING BIDS (E-TENDER)

(Domestic Competitive Bidding)

1. North Eastern Electric Power Corporation Ltd (NEEPCO), (A Government of India Undertaking) is offering office space at SCOPE Minar, Core-2, 2nd Floor, Laxminagar, Delhi -110092, measuring around 2573 sq. feet on lease basis on "as is where is basis" and "as is what is basis" and "as is where is condition" as regards to the condition of property and its area etc. Till recently, this building was being used by ONGC Energy Centre, for its offices.

2. CRITERIA:

The Bidder should be a Public Sector Unit / India/State Government Department or Ministry or Body and the bidder must fulfil the following criteria :

- Be making profit for the previous three financial years.
- Be a compliant company under Companies Act and other applicable Acts.

3. BIDDING PROCEDURE:

The Bidder shall submit Bids under Single-Stage Two-Envelope bidding system through online as follows:

TECHNICAL BID (ENVELOPE -1):

It shall contain the following:

- Brief profile of the bidder/applicant.
- Acceptance letter for un-conditional acceptance of the Bid conditions as per Performa given at **ANNEXURE-1**, Part-III of Detailed Bid Document.
- Confirmation by the bidder/ applicant (on the format placed at **ANNEXURE-2**, Part-III of Detailed Bid Document), duly signed and stamped by the Authorised representative.
- Documents as per check list (**ANNEXURE-3**, Part-III of Detailed Bid Document).

- Power of Attorney, authorising the signatory of the bid to commit on behalf of the bidder, if the bidder/ applicant is other than Legal Owner/ Lease Holder of property.
- Proof of payment made (i.e. e-receipt of money paid) towards Bid fee and EMD.
- Any other information as required to be submitted by bidders along with the bid in accordance with the Instruction to Bidders and the Addenda, if any including all supporting documentation, as part of his Technical Bid.

PRICE BID (ENVELOPE-2): It shall contain Price Bid. Price Bids of only those Bidders who qualify in Technical evaluation shall be opened.

4. PERIOD OF CONTRACT:

Period of lease shall be of 11 month from the date of issue of Letter of Intent (LOI) with an option of renewable/extension of 1 (one) year on mutually agreed rates.

5. Lease Rent :

The lease rent is the consideration excluding outgoings and charges to be borne by the lessee (such as property tax, municipal taxes, land tax, ground lease rent, cess, levies, local tax (LBT etc.), water tax, sewage tax or any other tax levied by the local authority, and any interest/ penalty which is accrued on the above, any other tax by whichever name called, payable to any government or Authority or Body as also any additional or increased taxes, charges, or levies imposed by any Government or any local authority in respect of the premises or any other proportionately reimbursable amount which is spent by the lessor on the operation, repairs, maintenance / AMC, consumables, insurance of the premises worked out on a proportionate basis and the applicable Service Tax.

6. Other terms of Rent :

- a) The rent and other charges for each month shall be payable in advance on or before 10th of the same month and NEEPCO shall provide the lessee a receipt of the rent each month after payment has been received by NEEPCO.
- b) All the applicable service tax would be to the account of the lessee, at actuals.
- c) Rent and other charges will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable up to termination of agreement or handing over the premises back to lessor
- d) If the monthly rent or any other amount payable (including the interest) is not paid by 10th of the same month, the lessee shall be liable to pay interest thereon at 14.5% (quarterly compoundable interest) per annum for the period of delay upto the date of payment, without prejudice to NEEPCO right to other remedies

as per law including the right to terminate the lease and lessee would have to vacate the premises within one month from receipt of such notice of termination from lessor.

- e) The word “Rent” shall include unpaid interest on rent and any other amount which remains unpaid as per the lease agreement.

7. Registration for Participation in Bids

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL: <https://etenders.gov.in> by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

8. BID FEE

Bidders shall have to pay BID FEES (non-refundable) for participation in this instant NIB of Rs.500.00 (Rupees five hundred) plus GST @18% (**NEEPCO Delhi GST NO.: 07AAACN9991J1ZU**).

The bidder shall make the payment **through “SB-COLLECT” of State Bank of India** .

Payment of bid fee through other mode of payment like DD etc. will not be acceptable.

During payment of bid fee **through “SB-COLLECT” of State Bank of India**, Bidders shall clearly indicate the NIB No. against which the bid fee is paid. The bidder shall submit the proof of payment of bid fee and also indicate their GSTIN via e-mail to neepconewdelhi@gmail.com.

9. Submission and opening of Bids

- a) Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. Bidding forms will be available in the above website.
Bids will be opened on the stipulated date in the office of the Co-ordinator, NEEPCO Ltd, Delhi.
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) The bidder shall refer to the Instruction for online bid submission given as Annexure in Part-2 of the bid document.

10. The procedure/steps for payment by SB-COLLECT of State Bank of India (for payment of Bid Fee, EMD etc.):

STEP-1	The bidder shall visit url/web page https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm on any internet browser.
STEP-2	State Bank Collect page will appear. Select “ALL India” for “State of Corporate/Institution” Select “PSU” for “Type of Corporate/Institution” Click “GO”
STEP-3	In the new screen, select PSU Name as “North Eastern Electric Power Corporation Limited” and Submit.
STEP-4	In the new screen, select Payment Category as “SHILLONG-PARTIES” .
STEP-5	New Screen will appear, here the bidder has to fill all the required information for the payment as under: i) Under Name of Payer : The Bidder is to fill up his Name and Address. ii) Under Short Details of Payment : The Bidder shall indicate BID FEE, and EMD as applicable . In case of BID FEE and EMD payment, the Bidder shall indicate BID FEE or EMD as applicable and the NIB No. (Example: for payment of EMD against NIB No. dated DDMMYYYY, the bidder has to fill under this option as “EMD for NIB No. XX dated DDMMYYYY”). iii) Under Type of PAYER : The Bidder is to select VENDOR OR CONSULTANT whichever is applicable. iv) Under CIN in case the Payer is a company : The bidder is to fill up his CIN in case of a company, otherwise may kept blank. v) Under Payment amount : The bidder is to fill up the amount as per bid condition.

	vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required. vii) FillCaptcha. viii) Then Submit.
STEP-6	In the new screen, check the details and click “ CONFIRM ”, if correct.
STEP-7	The Multi Option Payment System will be available for making the payment. The Bidder may select option as per convenient and make the payment.
STEP-8	After successful payment, the system will generate receipt. The receipts may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report). This system generated receipt shall be downloaded for submission as per bid condition.

11. **EMD Fee** : Bidders shall make payment of Rs. 20,000/- (Rupees Twenty Thousand only) as mentioned above. The Bidders shall clearly indicate the NIB No. against which the EMD is made at the above account. It shall be made through SBI Collect

For any clarification related to terms and conditions of Bid Document, bidders are requested to forward e-mail clearly stating their queries to tendering authority at e-mail id:nepconewdelhi@gmail.com

12. Bid validity:

120 (one hundred twenty) days from the date of opening of Technical Bids.

13. Tender time:

Date of Commencement of downloading of bid document from https://etenders.gov.in	03/05/2019
End date & time for downloading of Bid Document:	12:00 Hours of 28-05-2019
Last date & time for receipt of online bids:	14:00 Hours on 28-05-2019
Last date for receipt of offline documents:	7(seven) days from last date of receipt of online bids
Date & time of online opening of bids:	16:00 Hours on 28-05-2019

In the event the date for receipt of offline documents and date of opening of bids are declared as a closed holiday for NEEPCO then the date of submission of

offline documents and opening of Bids will be the next following working day at the appointed times.

14. The bidders are requested to adhere to the following:

- i) Obtain individual Organization Digital Signature Certificate (DSC or DC) well in advance of bid submission deadline on Electronic Tendering System (ETS).
- ii) Register your organization on ETS well in advance to comply with the stipulated tender timeline.
- iii) Get your organization's concerned executives trained on ETS well in advance to comply with the stipulated tender timeline.
- iv) There could be last minute problems due to internet timeout, breakdown, etc. Accordingly, the bidders are requested to submit the bid through online e-tendering system well before the bid submission end date and time as per Server System Clock. The Corporation shall not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

15. NEEPCO reserves the right to extend the last date and time for submission of Bid.

16. Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO.

PART-II: INSTRUCTION TO BIDDERS

1 GENERAL

1.1 SCOPE OF BID

North Eastern Electric Power Corporation Ltd (NEEPCO), (A Government of India Undertaking) is offering office space at SCOPE Minar, Core-2, 2nd Floor, Laxminagar, Delhi -110092, measuring around 2573 sq. ft on lease basis on “as is where is basis” and “as is what is basis” and “as is where is condition” as regards to the condition of property and its area etc. Till recently, this building was being used by ONGC Energy Centre, for its offices.

2. ELIGIBLE BIDDERS:

This invitation to Bid is open to any leading Public Sector Unit, as indicated in the Detail NIB, subject to the following:

- a) Participation is not allowed, if the Bidder is legally barred from the procurement process in India on the grounds of previous violations of regulations on fraud and corruption.
- b) Bidder shall provide such evidence of their continued eligibility satisfactory to the Corporation as the Corporation shall reasonably request.

3. DISQUALIFICATION/ INELIGIBILITY OF BIDDERS:

The Bidders may be disqualified if they either directly in its own name or indirectly in any other name in carrying out of its business have:

- (a) been chargesheeted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of submission of Bid.
- (b) been involved in the Corrupt or Fraudulent or collusive or coercive Practices.
- (c) made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.

A self-certified declaration to this effect (Sl. a, b and c above) that the bidders have not been charged/indicted by any investigating agencies of Central/State Government, under prosecution or trial on charges of criminal, fraud, corruption in a court of law shall be submitted by the bidders.

4. ONE BID PER BIDDER:

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will be disqualified.

5. COST OF BIDDING:

Bidders shall bear all costs for preparation and submission of its Bids, and the Corporation will, in no case, be responsible or liable for such costs incurred by the Bidders, regardless of the conduct or outcome of the bidding process.

6. CLARIFICATION OF BID DOCUMENT:

- i) Before the opening of Bids, the Corporation may modify the detailed Bid Document by issuing Addenda/Corrigenda, as considered necessary.
- ii) Any Addendum/Corrigendum thus issued shall form part of the Detailed Bid Document and shall be hosted in the portal <https://etenders.gov.in>. Information on issue of such Addendum/Corrigendum shall also be made available in NEEPCO website www.neepco.co.in and Central Public Procurement portal <https://etenders.gov.in>
- iii) The Corporation may extend the date of submission and opening of Bid by issuing an Addendum/Corrigendum, if required, which shall form part of the Detailed Bid Document.
- iv) Bidders may seek clarification, if any on the Detailed Bid Document. Such request for clarification /queries shall be submitted in writing and transmitted by post / fax/ e-mail at the NEEPCO's mailing address: neepconewdelhi@gmail.com so as to reach the Corporation not later than 7(seven) days before the latest date of submission of Bids. Purchaser's response/clarification/reply to such queries (but without identifying the source of inquiry) shall be hosted in the portal <https://etenders.gov.in> and www.neepco.co.in not later than 7(seven) days before the latest date of submission of Bids.
- v) Any modification of the Detailed Bid Document, which may become necessary and/or required to be incorporated as a result of the purchaser's response to Bidder's queries, shall be made by the Corporation exclusively through the issue of an addendum/corrigendum pursuant to Clause-6(i), 6(ii) and 6(iii) above.

7. BIDDING DOCUMENTS:

7.1 CONTENT OF BID DOCUMENTS:

The Detailed Bid Document shall comprise of the following documents, including Corrigenda/ Addenda issued in accordance with Clause 6 above.

Part-I	Detail Notice Inviting Bids
Part-II	Instruction to Bidders
Part-III	General Conditions of Contract
Part-IV	Price Schedule

8. PREPARATION OF BID:

- a) Language of BID: The Bid prepared by Bidders and all correspondences and document relating to the Bid exchanged by the Bidder and the Purchaser shall be in English only. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language and certified by approved/recognized English translator, in which case, for purposes of interpretation of the Bid and for all future purposes, the translation shall govern.
- b) Bidders shall prepare and submit their bids online in <https://etenders.gov.in> Online Bid forms will be available in the above website. Bid documents can be downloaded from this website after vendor registration fee as mentioned in this Part of Bid Document.
- c) In the online bid submission, bidders will submit their Bids as per Bidding forms using their digital signatures.
- d) Bids must contain name and places of business of the person or persons making the bid.
- e) Every page of the bid must be signed and sealed by the duly authorised representative of the Bidder with his usual signature before scanning and uploading. The names of all persons signing should also be typed or printed below the signature.
- f) A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing the details concerning the principal on whose authority he is signing the bid is liable to be rejected.

- g) Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- h) The Bidder's name stated on the proposal shall be the exact legal name of the company/firm.
- i) Erasures or other changes in the Detailed Bid Document, including the proposal documents, shall be over the initials of the persons signing the bid. Bids not confirming to the above requirements of signing are liable to be rejected.

9. INFORMATION TO BE INCLUDED IN THE BID:

9.1 MODE OF SUBMISSION:

The Bidder shall submit Bids under Single-Stage Two-Envelope bidding system through online as follows:

9.1.1 TECHNICAL BID (ENVELOPE -1):

The Bidder shall submit online the following documents/information along with their Bids, failing which the Bid shall be treated as incomplete and non-responsive.

- Brief profile of the bidder/applicant.
- Acceptance letter for un-conditional acceptance of the Bid conditions as per Performa given at **ANNEXURE-1**, Part-III of Detailed Bid Document.
- Confirmation by the bidder/ applicant (on the format placed at **ANNEXURE-2**, Part-III of Detailed Bid Document), duly signed and stamped by the Legal owner(s)/ Lease Holder(s) of property.
- Documents as per check list (**ANNEXURE-3**, Part-III of Detailed Bid Document)
- Power of Attorney, authorising the signatory of the bid to commit on behalf of the bidder, if the bidder/ applicant is other than Legal Owner/ Lease Holder of property.
- Proof of payment made (i.e. e-receipt of money paid) towards Bid fee & EMD..
- Any other information as required to be submitted by bidders along with the bid in accordance with the Instruction to Bidders and the Addenda, if any including all supporting documentation, as part of his Technical Bid.

Bidders shall submit/ upload online under Technical Bids all the above required information/ documents, duly filled up, wherever applicable, signed & stamped on each and every page by the Bidder.

9.1.2 PRICE BID (ENVELOPE-2):

Bidder shall submit “Price Schedule” as provided under “Part-IV: Price Schedule” of Bid document in electronic form under “**PRICE BID (ENVELOPE-2)**” on the portal only in conformity with this Part and other relevant terms and conditions of Bid Document.

- 9.2 The Corporation reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder if, in the opinion of Corporation, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily render the services.
- 9.3 NEEPCO reserves the right to verify all the requirements/ documents as stipulated in Bid document.
- 9.4 In case any of the information furnished by the bidder is found to be false/ misrepresented in the bidding process, then the bid will be cancelled and banning of the concerned bidder for participating in future tenders.

10. BID PRICE:

- i) The bidder shall quote rates online as described in Price Schedule (Part-IV) of Detailed Bid Document. The bidders not quoting the rate in online Price Schedule are liable for rejection.
- ii) The lease rent is the consideration excluding outgoings and charges to be borne by the lessee (such as property tax, municipal taxes, land tax, ground lease rent, cess, levies, local tax (LBT etc.), water tax, sewage tax or any other tax levied by the local authority, and any interest/ penalty which is accrued on the above, any other tax by whichever name called, payable to any government or Authority or Body as also any additional or increased taxes, charges, or levies imposed by any Government or any local authority in respect of the premises or any other proportionately reimbursable amount which is spent by the lessor on the operation, repairs, maintenance / AMC, consumables, insurance of the premises worked out on a proportionate basis and the applicable GST..
- iii) The lessee shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.
- iv) The quoted rate in Price Schedule is subject to a hike of 10% per year after initial 11 month if the contract is extended mutually..

11. CURRENCIES OF BID AND PAYMENTS:

The Bidder shall quote the unit rates and prices entirely in Indian Currency (INR) and all payment shall be made in Indian Currency (INR).

12. PAYMENT OF RENT:

- i) Payment against rent shall be made to NEEPCO's Co-ordination Office, New Delhi-110066 as per the Lease Agreement to be executed between the NEEPCO and the Lessor.
- ii) Payment of rent should be made on monthly basis through e-payment system.
- iii) The monthly house rent shall be payable based on **2573 sq. ft** and award rate per sq.ft per month..

13. BID VALIDITY:

- i) Bids shall remain valid for the period of 120 (one hundred twenty) days from the date of opening of Technical bids.
- ii) The Corporation may request the Bidders to extend the period of validity of Bid for a specified additional period. The request and the Bidders' responses shall be made in writing or by Fax/cable/e-mail. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to otherwise modify his Bid, but will be required to extend the validity of Bid for the period of the extension.

14. SIGNING AND SUBMISSION OF BID:

- (i) Bidders shall prepare and submit their bids online in **<https://etenders.gov.in>** by signing and sealing every page of the bid by the duly authorised representative of the Bidder with his usual signature before scanning and uploading. Online bidding forms will be available in the above website. The Detailed Bid Document can be downloaded from this website after vendor registration and payment of bid fee as mentioned in this Part of Detailed Bid Document.
- (ii) In the online bid submission, bidders will submit their Technical Bids and Price Bids using their digital signatures.

15. DEADLINE FOR SUBMISSION OF BIDS:

- i) The Bids shall be submitted online as per timeline contained in Clause 13 of Detailed NIB.
- ii) The Corporation may extend the date for submission and opening of Bids by issuing a corrigendum in accordance with Clause-6 of this Part and the Bidders shall comply with this.
- iii) The bidders are requested to submit the Bid through online e-tendering system well before the Bid submission end date and time (as per server system clock). The Corporation shall not be responsible for any sort of delay or the difficulties faced during the submission of Bids online by the bidders at the eleventh hour.

16. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS:

- i) The Bidder may modify, substitute, or withdraw his bid after its submission but in any case before the official deadline for submission as per the provisions at the portal.
- ii) Any alteration/modification in the Bid or additional information supplied subsequently to the Bid due date and time, shall be disregarded.

17. OPENING AND EVALUATION

17.1 BID OPENING:

- i) The Technical Bids will be opened online on the appointed date and time as stipulated in Detail Notice Inviting Bids.

The Price Bids shall be opened online only of those Bidders whose Technical Bids have been evaluated as acceptable. The date and time of opening of Price Bids shall be intimated to the respective qualified bidders by the Corporation in due course of time after completion of evaluation of Technical bids.

- ii) The Bids of the Bidders would be analyzed and evaluate the Bids in terms of the requirements of Detailed Bid Document to the satisfaction of the Lessor.
- iii) Bidders may view the tender opening results in <https://etenders.gov.in> by marking their presence for online tender opening.

17.2 PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation and comparison of BIDs and recommendations for the award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Corporation during the processing of Bids or award decisions may result in the rejection of his Bid.

17.3 CLARIFICATION OF BIDS:

To assist in the examination, evaluation, and comparison of Bids, the Corporation may, at its discretion, ask any Bidder for clarification of their Bid. The request for clarification and the response shall be in writing or by e-mail. Scanned copies of letters seeking clarifications and replies thereof may also be sent through mail/fax/post.

Bidders will not be permitted to change the substance of the Bid after the Bid has been opened.

17.4 EVALUATION OF BIDS:

- i) Evaluation will be done on the basis of detailed information/data furnished by the bidders along with documentary evidence in support of such information/data furnished by the bidders as per Detailed Bid Document.

As the programme for Bid evaluation is necessarily short, the Corporation shall not accept any obligation to request clarifications or substantiating information after Bids have been submitted, although the Corporation at its discretion reserves the right to do this.

- ii) The Bids will be evaluated by NEEPCO to ascertain the following in the order mentioned below:

- a) General responsiveness and completeness.

General responsiveness of the Bids shall be checked and established on the basis of the contents and quality of the documents and data contained in these Bids. A substantially responsive Bid is one that conforms to all the terms and conditions of the Detailed Bid Document.

It will be determined whether each bid is of acceptable quality, complete and substantially responsive to the Detailed Bid Document. For the above purpose, examination of each bid will be carried out to ascertain whether-

- i) The bid is complete and has been properly signed,
- ii) The bid does contain major scope deficiencies, contradictions or ambiguities making it almost impossible to evaluate, and
- iii) The bid is generally in order.

The non-responsive bids shall be rejected.

- b) Technical acceptability of Technical Proposal,
- c) Fulfilment of General Requirements,
- d) Price Bids of those Bidders who qualify in Technical evaluation:

Bidders fulfilling a, b and c above and quoting the highest rate per month shall be the L1 bidder and shall be considered for award.

The Price Bids shall be evaluated considering the quoted rate for the entire Scope of Bid as per Price Schedule, Part-IV of Detailed Bid Document.

- iii) The evaluation of bids shall be made in conjunction with the steps as enumerated under the General Conditions of Contract ..
- iv) Deviation from bid document / additional clauses:

Bidders shall not take any deviation from the Bid stipulations in any form or quote any additional clause/conditions in their Bids. All bidders are cautioned that the bids containing any deviation or additional clause/conditions shall be rejected. However, the bidders, if feel necessary, may bring out such deviations/additional clauses for consideration of the Corporation during pre-bid stage. Acceptability/Non-acceptability of the deviation from the Bid Conditions shall be judged by the Corporation. The deviations/additional clauses that are considered as acceptable shall be included in the Detailed Bid Document by issuing addendum/corrigendum. The deviations/additional clauses which are non-acceptable by the Corporation shall automatically stand withdrawn and all relevant clauses shall prevail and no claim whatsoever in this respect shall be entertained. The Corporation shall be the sole judge for assessment of acceptability/non-acceptability of deviations / additional clauses and the decision of the Corporation in this respect shall be final and binding.

18. AWARD OF CONTRACT

18.1 AWARD CRITERIA:

The space shall be allotted to the Bidder offering the highest bid price in conformity with the requirements of the Bid document. The Corporation shall be the sole judge in this regard . The Letter of Intent (LOI) for the service shall be issued to the successful Bidder..

18.2 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- i) Notwithstanding Clause 18.1 above, the Corporation reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract for any justified and genuine grounds, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action.
- ii) The Corporation requires the Bidders under this Contract observe the highest standard of Ethics during the procurement and execution of this Contract. Accordingly, the Corporation:
 - (a) will reject the proposal for award of the service if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the bid, in question.
 - (b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if he, at any time, determines that the

Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

18.3 NOTIFICATION OF AWARD AND SIGNING OF LEASE AGREEMENT:

- i) The Bidder, whose bid has been accepted for award subject to reservations, will be informed by the Corporation by issuing Letter of Intent (LOI) within the validity period of the BID in <https://etenders.gov.in> and or by Fax/E- Mail/Registered Letter. The successful bidder shall give his acceptance of LOI in <https://etenders.gov.in> and also he may give so through Fax / E- Mail / Registered Letter. The LOI shall be treated as intention to take the offered house as rent.
- ii) NEEPCO shall enter into a LEASE Agreement with the successful bidder in a standard form for leasing of office space at Scope Minar, Core-2 . The LEASE Agreement will be signed within 28(twenty eight) days following the issue of LOI in the Coordination Office, NEEPCO Ltd., New Delhi - 110066.
- iii) Possession of property will be handed over to the Lessee within 30 days from the date of LOI for award of service and rent shall be payable from the date of possession.

PART-III: GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

In the Contract, the following expression shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:

- a) The “**Government**” shall mean the Government of India or any State Government, as the case may be.
- b) The “**Chairman and Managing Director**” shall mean the administrative head of the North Eastern Electric Power Corporation Limited, Shillong.
- c) The “**Contract**” shall mean the documents forming the Bid, acceptance thereof and the formal Agreement executed between the North Eastern Electric Power Corporation Limited and the successful bidder, together with documents referred to therein.
- d) The “**Successful bidder**” shall mean the person or Corporation or firm, whose bid has been accepted and his/its executors, administrators or permitted assigns.
- f) The “**Officer-in-Charge**” shall mean the Officer appointed by the Corporation to sign or cause to sign the LEASE Agreement on behalf of the Corporation and/or the Engineer/ Officer appointed by the Corporation or its duly authorised representatives to direct, supervise and be in charge of the works for the purpose of the Contract.
- e) “**Drawings**” shall mean maps, plans, sketches, as referred to and incorporated in the Contract.
- f) “**Day**” shall mean a calendar day.
- g) “**Month**” or “**Calendar Month**” shall mean not only the period from the first of a particular month, but also any period between a date in a particular month and the date previous to the corresponding date in the subsequent month unless specifically stated otherwise.
- h) “**Bid**” shall mean the documents submitted by the bidder/ Legal Owner or Lease Holder of property in accordance with the Detail Notice Inviting Bids.
- i) The word “**Tender**” is synonymous with “**Bid**” and the words “**tender documents**” is synonymous with “**Bid documents**”.

2) Details of area available, usage, terms of lease, escalation, outgoings, security deposit, etc.:

A) Area for lease:

The total area of the premises available for lease, is **2573 sq. ft** including utility area: The above mentioned area as documented is the standard area and the lease will be based on this area as indicated above only without any changes.

B) Usage

- a) The use of the premises would be for office use only.
- b) The lessee will not be permitted to use the said premises in such a way which in the opinion of NEEPCO may cause prejudice, nuisance, annoyance or inconvenience to NEEPCO or for storing hazardous goods or for any purpose not permitted under the laws of land.
- c) The lessee shall have to park the vehicles at the parking slots allotted by SCOPE in the car parking area provided in the basement floor.
- d) The lessee will not use or deal with the premises in a manner contrary to any conditions imposed on the premises by the law, the Government or the Local Authority or the Local Municipal Corporation and shall keep NEEPCO indemnified against all actions, suits and other proceedings in consequence of such uses by the Lessee.
- e) The lessee will not do or permit to be done by his employees or anybody under his control anything whereby the policy/ policies of insurance taken by NEEPCO may be affected in any way.
- f) The lessee will not be entitled to assign, sub-let, re-let, transfer or part with the possession of the said premises or any part thereof or induct third party or alternative parties in any manner whatsoever, without the specific permission / written consent of NEEPCO. NEEPCO reserves the right to deny such permission.
- g) The lessee would keep the leased premises and all lavatories, pipelines, sinks, corridors and passages forming part thereof clean and in sanitary condition and remove daily all rubbish at the end of the day.
- h) During the period of lease, any damage in whichever form if made to the property in use or the adjoining property will have to be made good by the lessee. The decision of NEEPCO will be final in this regard.

C) Lease Deed

- a) The lease deed would be prepared by NEEPCO which would be final and binding.
- b) The lease shall be executed within a period of maximum 4 weeks from the date of notification of selection of lessee. NEEPCO shall execute the Lease deed in favour of the prospective lessee and shall simultaneously therewith hand over possession of the

said premises. All the legal formalities shall be completed by the respective parties before the date of execution of lease deed.

c) The signing of the deed would be arranged by NEEPCO.

D) Lease term, Lock in period, Escalation and Security Deposit:

a) The lease deed will have a fixed lease term of 11 month.

b) Escalation in rent would be @ 10 % every year.

c) The lease term would commence and rent will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable upto termination of agreement or handing over the premises back to lessor whichever is later. The date of start of lease term will be communicated to the prospective lessee.

d) The minimum lock in period for the lease would be 11 months. An undertaking will be taken from the lessee that they will honour this commitment with a binding clause in the agreement.

e) It is clarified that only the basic quoted rent will increase through escalation of 10% every year on the last rent paid.

f) Security Deposit: Interest free security deposit equivalent to three month's rent, is to be paid to NEEPCO through RTGS/ NEFT within 10 days from the date of handing over of the premises or execution of the lease deed whichever is earlier. The entire security deposit shall be refunded on expiry of the lease agreement and vacation of the premises to the satisfaction of NEEPCO, after effecting any recoveries or adjustment for any dues from the lessee.

E) Stamp duty and Registration charges:

The stamp-duty & registration charges payable in respect of the lease agreement would be borne by the Lessee

F) Outgoings and charges to be borne by the lessee:

1) Property and other taxes:

a) The existing or the future taxes and outgoings including any increases (by whatever name it may be called) would be borne by prospective lessee as per actuals calculated by NEEPCO. The reimbursement to NEEPCO would be made by the lessee.

b) NEEPCO would pay the taxes and outgoing and the reimbursement of the actual amount will be taken from the lessee.

c) Outgoings of property and other Municipal taxes for the area given on lease like:

- i) Property / Land Tax.
- ii) Ground lease rent.
- iii) Cess
- iv) Levies
- v) Municipal Tax.
- vi) Local taxes (LBT etc.) levied by the local authority.
- vii) Water Taxes.
- viii) Sewage taxes.
- ix) Any interest/ penalty which is accrued on the above which is not attributable to any action / inaction on the part of NEEPCO
- x) Service Tax payable on any item

d) If at any time during the lease term , the Lessor has to pay any additional/ new or increased taxes, charges, or levies imposed by Government or any local Authority in respect of the premises it shall be lawful for the Lessor to recover all increase in taxes, additional/ new taxes, charges, or levies imposed by Government or any local Authority during the period of this Lease from the lessee in proportion to the area.

2) It is to be clarified that for any expenses on the leased out area NEEPCO will remain as a pass through entity without entertaining any expenditure on its part and that the lessee will be liable to pay the lease rent as agreed after the bids and the actual expenses incurred by NEEPCO during the term of the lease as per the terms and conditions of this tender.

3) Payable Directly to concerned agencies:

Actual consumable charges for the area given on lease as per the bills received from the supply agency, towards electricity, water, telephone, internet data charges, gas (if separate bill received for piped supply) or for tanker water if purchased), and any other charges for actual consumption by the lessee to be paid directly to the supply agency. However, NEEPCO reserves the right to pay and recover the money from the lessee or from the Security Deposit, wherever applicable, in case of non payment by the lessee.

4) Payment terms for all outgoings:

- a) The charges for outgoings and other expenses will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable for a period up to termination of agreement or handing over the premises back to lessor, whichever is later.
- b) All the outgoings being variable in nature will be counted at actual and the decision of NEEPCO will be final and binding on the lessee. The actual amount as per bills / claim raised by NEEPCO has to be reimbursed within 10 days of receipt of bill by Lessee.

- c) If any outstanding (including outstanding interest) is not paid by the due date of payment by the lessee, the same shall be liable to be paid along with interest thereon at 14.5% (quarterly compoundable interest) per annum from the due date thereof till date of payment without prejudice to the lessor's rights to the remedies as per law including his right to terminate the lease and lessee would have to vacate the premises within one month from receipt of such notice of termination from lessor.
- d) Any adjustment payment/ entries for a particular financial year would be done by NEEPCO through additional bills, in the next financial year.
- e) The LESSEE shall pay all charges in respect of water, electric power, light used/consumed and Common Area Charges in the DEMISED PREMISES in accordance with the meters installed therein during the continuance of this lease and shall deposit the photocopies of the receipt of the same with the LESSOR. The payment shall be made within the prescribed time period to prevent the LESSOR from facing any problem.

G) Structural and external maintenance:

The lessee shall not make any structural alterations or fix any permanent fittings or fixtures to any portion of the said premises provided that they shall be at liberty without any such consent aforesaid to fix lights, fans and Air Conditioners but so that such alterations would be reversible and fixtures shall be easily removable without in anyway causing damage to any portion of the said premises and to make good all such changes while leaving the said premises so that the said premises is returned in the same condition as before the installation of such fixtures and fittings (Normal wear and tear expected) and, if any damage shall be caused by such removal, to make good the same.

H) Internal repairs and maintenance:

Day to day cleaning and maintenance of space/ floor occupied by the lessee shall also be carried out by the lessee at his own cost and expenses. The permission if any, from Statutory Authorities for all this work would be the responsibility of the lessee.

I) Permission to inspect:

The lessee would always permit the Lessor or any persons deputed by the Lessor or all persons authorized by the Lessor, at all reasonable hours during day time, after twenty four hours notice in writing to the lessee, to enter upon the said premises for inspecting the works and things as may be required to be done for any repairs, alterations or improvements, and to give written notice of all needed repairs.

J) Vacation:

In case the said premises or any part thereof at any time during the term hereby created, be destroyed or damaged by fire, acts of God, riot and civil commotion,

enemy action, and such like causes not within the control of NEEPCO so as to be wholly or partially unfit for the use of the lessee then the lease shall come to an end and the lessee shall vacate the whole premises on payment of the proportionate rent and outgoings up to the date of vacation.

K) Termination:

a) In case of termination of this lease agreement and / or vacation of the premises by the lessee for any reason, the lessee shall hand over peaceful and clean possession of the premises to the lessor only.

b) The Lessor/ Lessee shall have the right to terminate the lease at any point of time during the Lease period, by giving a written notice of TWO months subject to the condition of lock in period.

L) Essence of contract:

The adherence to the time schedules for the payment of the rent, all outgoings and all payable amounts as per the lease agreement (including interest or penalty if any), determination of lease by notice or by efflux of time as specified in the lease agreement or relevant paragraphs of the tender, and subsequent vacation of the premises are the essence of the contract between the lessee and NEEPCO

M) Governing Law and Jurisdiction:

The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all Disputes arising under or in connection with the Agreement.

N) Dispute Resolution:

If any disagreement arises out of or in connection with the validity, application or interpretation of the Agreement (the "Dispute"), the Parties shall endeavour in good faith to resolve the Dispute through negotiation within 7 (seven) days of a written notice setting out the nature of such Dispute. In the event that any Dispute is unable to be resolved between the Parties pursuant to this Clause within 21 (twenty-one) days of receipt of the notice under this Clause, then such Dispute shall be referred to arbitration .The arbitration will be conducted as per the Indian Arbitration and Conciliation Act, 1996 and its amendments. The arbitral tribunal shall comprise of a sole arbitrator who shall be appointed by NEEPCO. The place of arbitration shall be Delhi. Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award. While any Dispute under this Agreement is pending; and except where this Agreement has been terminated in accordance with the terms of this Agreement, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.

3. STEPS FOR SELECTION OF RENTED PREMISES:

- i) NEEPCO shall open & scrutinize the Bids submitted by the intending Bidders (i.e. Legal Owners/ Lease Holders of property) taking into consideration the selection criterion.
- ii) The price bids of the technically qualified bidders shall be opened with due intimation to the bidder..
- ii) The award shall be as detailed at the Instruction to Bidders under Clause No. 18.1.
- iii) The NEEPCO reserves the right to accept or reject any or all the applications, or annul this process at any time without assigning any reason for whatsoever reasons. NEEPCO is not bound to give reasons for rejection of any of the Bid. The decision of NEEPCO in this matter shall be final & binding on all the applicants.
- i) NEEPCO shall issue notice to the successful bidder for award of service on approval of proposal by the competent authority of NEEPCO.
- ii) Subsequently, NEEPCO shall enter into a LEASE Agreement in a Standard format.
- iii) All the pending dues prior to the lease will be borne by the Legal Owner/Lease Holder of property.

4. SETTLEMENT OF DISPUTES AND ARBITRATION:

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Legal Owner /Lease Holder of property. The venue for the arbitration shall be New Delhi / Shillong.

6. LAWS GOVERNING THE CONTRACT:

Unless otherwise hereinafter provided, the Contract shall be governed by the Indian Laws for the time being in force. Disputes if any shall be subject to the jurisdiction of Courts in New Delhi.



7. OFFICER IN-CHARGE:

The Sr. Manager (HR),
NEEPCO,
15 NBCC Tower, UG Floor
Bhikaji Cama Place, New Delhi-110066.

ANNEXURE-1

ACCEPTANCE LETTER TO BE SUBMITTED BY THE BIDDER/APPLICANT
(PREFERABLY ON LETTER HEAD)

To,

The Co-Ordinator,
North Eastern Electric Power Corporation Ltd.,
15, NBCC Tower, Bhikaji Cama Place,
U G Floor,
New Delhi - 110066
India.

1. I/We have read and examined the documents contained in the Detailed Bid Document for submission of Bid for "Hiring of Space at SCOPE MINAR, CORE-2, LAXMINAGAR, DELHI" which is downloaded from NEEPCO's e-tendering portal **<https://etenders.gov.in>**
2. I/We hereby unconditionally accept the Bid conditions in its entirety.
3. I/We understand that NEEPCO intends to give lease after legal examination/scrutiny of the offered site/premises/location & related documents in the manner NEEPCO may deem fit.
4. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in the bid documents, and it is further certified that it does not contain any deviations to the aforesaid documents.
5. In case any provision of the bid document is found violated at any time after opening of bid, I/We agree that the bid shall be summarily rejected and NEEPCO shall, without prejudice to any other right or remedy be at liberty to act as deem fit.
6. I/We declare that all information provided in my/our bid and attachments thereof is true and correct and in line with the requirement of the Bid documents.

Thanking you,

Yours faithfully,

Witness _____

Signature in the capacity of _____

Date:

Place:

(Signature of Bidder)

(Name of Bidder i.e. signatory, duly authorised to sign the bid on behalf of the Bidder /Applicant (In block letters))

(Designation / Title of signatory with Seal, where applicable)

Postal Address of the Bidder/Applicant: _____

Phone: _____

Fax: _____

**ANNEXURE-2**

CONFIRMATION BY THE BIDDER/APPLICANT
(PREFERABLY ON THE LETTER-HEAD)

The Details of the bidder is as under :

Sl.No.	Description	Details (as application)
1.	Name of the Company	
2.	Address	
3.	Contact Details	
	a. Name of the contact person	
	b. Telephone No. with STD code	
	c. Mob. No.	
	d. Fax No.	
	e. e-mail	
4.	PAN No. (enclosed copy)	
5.	Type of the bidder	
	a. Public Sector Undertaking or a Public Sector Bank.	
	b. India/State Government Department or Ministry or Body.	
6.	Company Registration details: (enclose certificates):	
7.	Activities of the bidder	
8. (a)	Net Profit for the last 3 years a. 2016-17 b. 2017-18 c. 2018-19 (Provide a certificate from the Statutory Auditor of the company/ or Chartered Accountant (where statutory audit is not applicable)	
(b)	Average net profit for last 3 years. [Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)	



(c)	Whether the Company is a complaint company under the Companies Act and other applicable Acts. (Declaration to be given by Company Secretary)	
(d)	Has the Company defaulted in payment of its statutory dues at any point of time. (Declaration to be given by Company Secretary)	
(e)	Names of Directors / Partners (as the case may be)	
(f)	Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI ?	
9.	Power of Attorney as the case may be (to be submitted)	
10.	Duty signed and stamped copy of Integrity Pact (to be submitted as offline document)	
11.	Any other information or remarks which the bidder things is appropriate to disclose as per the transparency norms may be mentioned here.	

Signature of Authorised representative of the Company

(Name of Authorised representative of the company who is duly authorised to sign the bid on behalf of the Company
(In block letters))

(Designation / Title of signatory with Seal, where applicable)

**ANNEXURE-3****CHECK LIST OF DOCUMENTS**

(Please put "tick" as applicable, and submit the documents required to be submitted.)

Sl. No.	Description	Yes	No	NA
1.	Acceptance letter (as per Annexure-1)			
2.	Confirmation by the applicant (as per Annexure-2)			
3.	Power of Attorney, authorizing the signatory of the bid to commit on behalf of the bidder, if the bidder/ applicant is other than Legal Owner/ Lease Holder of property			
4.	A self-certified declaration that the bidders have not been charged/indicted by any investigating agencies of Central/ State Government, under prosecution or trial on charges of criminal, fraud, corruption in a court of law, as per Clause 3, Part-II (Instruction to Bidders) of Bid Document			
5.	Any other information as required to be submitted along with the bids.			
		<p>Signature of Authorised representative of the Company</p> <p>(Name of Authorised representative of the company who is duly authorised to sign the bid on behalf of the Company (In block letters))</p> <p>(Designation / Title of signatory with Seal, where applicable)</p>		



PART-IV: PRICE SCHEDULE

Bidders shall submit Price Bid online in the following form:

Sl. No.	Description of item	Rate per month (in Rs.) (In Figures)
1.	Hiring of space at SCOPE, CORE-2, Laxminagar, Delhi. (Total area - 2573 sq.ft)	
		<p>Signature of Authorised representative of the Company</p> <p>(Name of Authorised representative of the company who is duly authorised to sign the bid on behalf of the Company (In block letters))</p> <p>(Designation / Title of signatory with Seal, where applicable)</p>

Date _____

Signature _____

XXXXX