

संयुक्त विद्युत विनियामक आयोग

(गोवा राज्य और संघ राज्य क्षेत्र)

JOINT ELECTRICITY REGULATORY COMMISSION

(For the State of Goa and Union territories)

Joint Electricity Regulatory Commission (For the State of Goa and Union Territories)

Plot No. 55-56

3rd & 4th Floor, Udyog Vihar, Phase - IV, Sector-18, Gurugram- 122015, Haryana

Tender Document for Hiring of Office Space



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JOINT ELECTRICITY REGULATORY COMMISSION

(For the State of Goa and Union territories)

Required Office space on Rental Basis for JERC (For the State of Goa & UTs)

Joint Electricity Regulatory Commission (JERC) (For the State of Goa and Union Territories), a statutory body constituted by the Ministry of Power Govt. of India intends to hire Office space on rental basis measuring approximately 15000-18000 Sq. ft of carpet area which is in readyto-occupy condition fully furnished with furniture and fixtures as per the requirement of the Commission along with free parking facility for at least 25 cars and 20 two wheelers. The space should be located in the NCR of Delhi, within a radius of approximately 20 kms. (towards Delhi) from the present Office of the JERC at, Plot No. 55-56, 3rd & 4th Floor, Udyog Vihar, Phase – IV, Sector-18, Gurugram- 122015. Monthly rental may be quoted initially for a period of 5 years. The term may be extended for a period beyond 5 years on mutually agreed terms and conditions. For detailed terms & conditions and Tender related information, please log on to JERC website www.jercuts.gov.in. A pre-bid meeting shall be held on 27th July,2021 at 11:00Hrs for any clarifications sought by prospective bidders. All clarification/amendment (if any) shall be posted on Commission's website by 28th July,2021 which shall become part of Tender document. Interested parties may submit their response to the tender up to 1400 Hours of 3rd August 2021 to The Secretary, Joint Electricity Regulatory Commission (For the State of Goa and Union Territories), Plot No. 55-56, 4th Floor, Udyog Vihar, Phase-IV, Gurugram 122015 Haryana. The technical bids of the Tender shall be opened on the same day i.e., 3rd August 2021 at 15:00 hrs.

JERC reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Secretary JERC, Gurugram

TENDER DOCUMENT FOR HIRING OF OFFICE SPACE TO JERC

BACKGROUND

Joint Electricity Regulatory Commission (JERC) is a statutory body constituted by the Ministry of Power, Govt. of India under the Electricity Act, 2003 with its Headquarters at National Capital Region of Delhi. Presently, it is located at Gurugram.

This Tender document consists of Part – I & Part – II wherein Part – I including Annexures I, II, III & IV contains all the Terms & Conditions required for eligibility of the tenderer and Part – II consist of the Price Bid.

PART - I

TERMS AND CONDITIONS:

- 1. JERC requires approximately 15000-18000 Sq. ft. carpet area on hire basis for its Office accommodation. The carpet area of successful bidder shall be ascertained by a person/agency appointed by the Commission and monthly rent shall be paid based on such carpet area.
- 2. Location of the premises to be offered on rent should be in the NCR of Delhi within a radius of approximately 20 kms. (towards Delhi) from the present Office at Plot No. 55-56, 3rd & 4th Floor, Udyog Vihar, Phase IV, Sector-18, Gurugram.
- 3. The premises should be well connected by proper metal wide roads, public transport especially Metro at reasonable distance and be easily accessible from Office. The building should have good aesthetic and surroundings and importantly not crowded and devoid of any nuisance like noise pollution, water logging, garbage accumulation around it etc.
- **4.** The premises should be preferably on a single floor or maximum on two consecutive floors, ready-to-occupy condition, **fully furnished with furniture**, **fittings**, **and fixtures etc**. in accordance with the requirements of the Commission, a broadline of which is provided in Annexure- III
- 5. The premises should have all basic amenities like 24X7 water supply, electricity, and proper firefighting equipment as per local authority requirements etc. It should have a full back up of power through energy efficient DG Sets. The electricity charges will be paid as per tariff applicable for the DISCOM and electricity used from DG sets will be paid as per mutually agreed rates.

- 6. The Commission shall not prefer premises having Centrally Air Conditioning System in wake of the prevailing Covid-19 pandemic threat. However, it should be properly airconditioned. In addition, the premises should have proper Cross Ventilation as per the guidelines prescribed by Government of India for a COVID-19 safe work environment. For this purpose, each room must have symmetrically placed windows of size totaling to about 10% of the carpet area of the room.
- 7. The premises should have adequate & proper security and safety measures for safety of whole building. Sufficient space for watch and ward staff should also be made available.
- **8.** The premises should have suitable and adequate free parking space for at least 25 cars and 20 two wheelers for Officers/ Staff of JERC.
- **9.** The building should have at least two modern lifts so that at least one lift is always available for exclusive use of JERC.
- 10. The building should be equipped with 24 by 7 fully functional firefighting system complete with fire hydrants and portable fire extinguishers duly certified by the competent certifying authority along with fully trained staff to operate it. In addition to above each floor of the building should have a separate dedicated obstruction free Fire Exit for use in case of emergent situations. The staircase of the building should be at least 6 feet wide or as per safety norms, whichever is more.
- **11.** The premises should be connected with proper and good condition black topped approach road of at least 50 Feet width.
- 12. The premises should be physically vacant and ready to be occupied with effect from 01.12.2021 complete with desired modifications as per approved requirement of the Commission. Tentatively this would broadly comprise of 5 big cabins with attached washroom of area around 1200 Sq. ft. each, one Court room of 1200 Sq.ft., one Conference room of 1200 Sq.ft., 4 cabins of 600 Sq. ft. with attached washroom, one big cabin of 1000 Sq.ft. with attached washroom, about 9 cabins of 100 Sq. ft., one visitor room of 200 sq ft. and other cubicles /work stations etc. (area described here is carpet area). The detailed working of above will be worked out with the successful bidder. The successful bidder shall employ a qualified architect for designing the modifications in the existing building as per requirements of the Commission, and thereafter its interior designing, furnishing etc.
- 13. The Lessor shall provide to the Commission a proper, sufficient, and significant space for fixing signage of the Commission in Hindi & English so as to be clearly visible and readable to the public from a reasonable/ appropriate distance so as to locate the office easily, desirably on the terrace and front boundary wall of the building.
- **14.** In case of co-owners / joint owners, the tender documents shall be signed by all the Co-owners / joint owners. In case the property is presently on long term lease, the tender document signed by original leaseholder shall be acceptable.

- **15.** All the eligible tenderers will be required to furnish the original and one certified copy of the Title Deed /Lease deed of the Property along with proof of identity of the owner before the price bids are opened. Original Documents shall be returned after verification.
- 16. Evaluation Criteria-After opening of Part I of the tender document, the bids would be evaluated by the Bid Evaluation Committee, constituted by the Commission, based on the terms & conditions specified in this tender document. After the opening of technical bids, the Committee may inspect the premises offered and ascertain their suitability for the purpose of setting up its office. In case the Committee finds the premises offered on rent unsuitable for the purpose of setting up its office, Part—II of the tender document submitted by such a tenderer will not be evaluated and the price quotation of the said party will not be opened. In such case the decision of the Committee shall be final and indisputable/ incontestable. The bids which have been found suitable by the Evaluation Committee based on the technical evaluation and inspection of the premises will be considered as Technically responsive. The financial bids of the technically responsive bids will only be opened. Bids with the lowest quoted 'Total Monthly Rent' will be selected as successful bidder. The rent quoted shall be only for the occupied carpet area.
- 17. Interested parties should submit the complete Tender document, including Annexure I, II, III & IV duly filled in and ink signed at the bottom of each page, in token of having accepted the terms and conditions. These documents as well as additional information and the documents called for in the Tender document should be sealed in an envelope superscribed: "Documents / details required for the Tender".
- 18. Price Quotation for monthly rent (both in figures and words), in lump sum strictly as per Part II, may be put in the second envelop duly sealed and superscribed: "Price quotation for monthly rent for accommodation". These envelopes shall be enclosed in another separate cover sealed and superscribed: "Tender for office accommodation for JERC".
- 19. Earnest Money of Rs. 5,00,000/- (Rupees Five lacs only) shall be non-interest bearing to be paid in the form of demand draft drawn in favour of "Joint Electricity Regulatory Commission" payable at Gurugram along with their bids. The earnest money of the unsuccessful bidders will be refunded after signing of lease deed with the successful bidder.
- 20. Tenderers shall keep their offer valid for a period of at least 90 days which may be kept further extendable as per the Commission's requirements. Offers with a shorter validity or inconsistent with the requirements set out in Tender shall be rejected summarily and no representation in this regard shall be entertained by the JERC. The decision of the JERC shall be final and binding.
- **21.** The Tender should be sent by Registered/ speed post/ Courier Services or may be submitted personally so as to reach Office of The Secretary, JERC on or before 14:00 hours on 3rd August 2021.

- **22.** Tender not conforming to above requirements shall be rejected and no correspondence shall be made or entertained in this regard whatsoever.
- 23. The lease deed would be executed as per standard lease agreement after verification of the original documents by the JERC. The Stamp duty and registration charges of the lease deed shall be borne equally by the Lessor and JERC. Before signing the agreement, it shall be got legally vetted by the Commission. Main conditions for Lessor and lessee are attached as Annexure -IV.
- 24. The successful bidder shall submit PERT chart with clear-cut timelines of all the activities within 3 days from the award of LOI, treating date of LOI as zero day. In the event 3 consecutive timelines are missed, the Commission may consider termination of the LOI without any damages or compensation.
- 25. Possession of accommodation duly furnished in accordance with the Commission's requirements shall be handed over not later than 1st December 2021 and rent shall be payable from the date of possession. In the event of late delivery of the premises, the Commission may grant extension of another 30 days, which shall however be subject to levy of liquidated damages @ 1% of the monthly rental (awarded) per day. In the event of delay in delivery beyond 30 days, the lease agreement shall be deemed to have been terminated automatically as non-performance of the successful bidder and the EMD will be forfeited forthwith.
- **26.** The rent shall be subject to TDS as per the provisions of the relevant Acts/ Rules of the Govt. in force from time to time.
- **27.** JERC reserves the right to shortlist any offer or reject any offer or cancel the tender altogether without assigning any reason.
- **28.** A pre bid meeting of prospective bidders shall be held on 27th July,2021 at 11:00 Hrs. The mode of meeting (physical or through Video Conference) shall be notified through Commission's website in due course. Hence all intending Bidders are requested to keep a watch on the Commission's Website for above or any other information/update with regard to this Tender. The prospective bidders should preferably send their queries to the Commission in advance through email at secy.jercuts@gov.in

Following documents should be submitted along with the Tender Document:

- i. Title deed in support of ownership of building / Land and construction thereon.
- ii. Copy of PAN No./GST No. (if applicable) of original owner of premises.
- iii. Certificate of authorized signatory from the Chief Executive Officer, if the owner is a firm, Society etc.
- iv. An affidavit swearing that the premises offered are free from all encumbrances and litigation with respect to its ownership and that there is no pending payments against the same.

- v. No Objection Certificate/clearance certificate from all relevant Central/State Government and Municipal authorities, including Fire Department, for commercial/institutional/office / dual use of the property.
- vi. Copies of approved plan of the accommodation offered.
- vii. Copies of up-to-date latest Municipal/other applicable tax receipts.

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- 1. Name of Person / Party holding Title of the Property:
- 2. Nationality of the Owner:
- 3. Full Postal Address of Property with PIN code:
- 4. Total Carpet Area in Sq. ft. (Floor wise):
- 5. Mobile No:
- 6. Fax:
- 7. E-mail:....
- 8. The following information along with supporting documents have been enclosed: -

(I)	Copy of Title Deed of the proposed property.	Yes / No
(II)	Copy of building plan.	Yes / No
(III)	Whether it is an Independent Building for exclusive use of office of JERC without sharing?	Yes / No
(IV)	General Amenities / Toilets available on each floor.	Yes / No
(V)	Parking Space for vehicles.	Yes / No
(VI)	Number and Area of Cabins / Rooms already built up (if yes, please attach details).	Yes / No
(VII)	Any Temporary Structure Built up with area of each such Structure?	Yes / No
(VIII)	Whether proposed building is free from all Encumbrances, Claims, Litigations?	Yes / No
(IX)	Whether proposed building is Physically vacant / Ready to occupy?	Yes / No
(X)	Whether all Govt. dues, (property) Taxes Electricity, Telephone, Water Bills are Paid up as on date of Application with? (Documentary proof should be furnished).	Yes / No
(XI)	Water Storage Tanks fitted on the roof. If yes , Water storage capacity (In litres)	Yes/No

(XII)	Whether lift facility is available and if a dedicated Lift for exclusive use of JERC is available	Yes/No
(XIII)	Whether proposed building is properly Cross Ventilated as per the guidelines prescribed by Government of India for a COVID-19 safe work environment	Yes/No
(XIV)	Whether 100% backup of electricity supply available.	Yes/No
(XV)	Other Information which the bidder wishes to furnish in support of his Bid.	Yes/No

Annexure- II

DECLARATION

I S/o .	age Resident of
	hereby offer the premises stated in
the Annexure I on rent to the JERC. Whate	ver is stated in the Tender document is true to the best
of my knowledge and belief. I have not ch	anged the contents of the Tender document and have
duly verified and signed the same.	

Yours faithfully,

Name & signature with stamp (if any) of party or Authorized Signatory

INDICATIVE BROAD OUTLINE OF THE REQUIREMENTS IN THE "TO BE ULTIMATELY DELIVERED" OFFICE PREMISES BY THE SUCCESSFUL BIDDER TO THE COMMISSION.

FOLLOWING IS IN ADDITION TO WHAT HAS ALREADY BEEN MENTIONED ABOVE IN THE TENDER DOCUMENT

- 1. The delivered office space should in no way be inferior to the existing office space occupied by the Commission in respect of overall design, finishing, furnishing, fixtures, ambience etc. The Bidder may visit the existing office of the Commission on any working day after obtaining prior permission to have an idea.
- 2. Wooden flooring shall be provided in the chambers of Chairman, Members (3 nos), Secretary, Directors (2 nos). In rest of the space Vitrified Tiles (Kajaria/Somany) shall be provided. In washrooms anti-skid tiles shall be preferred. All the windows shall have double roller blinds.
- 3. The sanitary ware for the washrooms shall be of Jaguar/ Kohler.
- 4. Furniture shall be of Godrej or its equivalent as regards to its brand value and quality
- 5. All the lights and fittings shall be LED of reputed brands like Havells, Bajaj, Philips, Crompton with warranty of five years.
- 6. The Air Conditioners shall be cassette / Split type of reputed brand and preferably of five star rating with facility of cooling as well as heating. The tonnage of the ACs shall be in accordance to the size of the respective room/ area to be cooled and should ensure effective cooling even on the hottest days. Apart from the normal warranty provided by the OEM, all the ACs should be covered under AMC for 5 years to be renewed further if the lease is extended beyond five years.
- 7. Apart from the washrooms at least one silent exhaust fan of appropriate size in accordance to the size of the respective room shall be installed in each room.
- 8. In case the office premise has glass walls on the outer side, then the glasses should be thermal glasses to serve insulation to heat and cold from outside.
- 9. The office rooms and cabins should be soundproof.
- 10. The office premise shall be delivered complete with wiring for the following as per requirement and in consultation with the Commission: LAN and Intercom at all tables, computers/ mobile charging/ printers/ call bell etc at each table, CCTVs, Biometric Attendance Machine, On line UPS, Wi Fi Routers, Audio system & projector in Conference Room & Court Room.
- 11. The Lessor shall also provide a safe and obstruction free route inside its campus for laying of overhead or underground Optical Fiber Cable from nearest available junction box of the Service Provider to the LAN switch for the purpose inside the office premises. Similar facility shall also be provided for BSNL telephone cables and TV Dish cables including space for installation of TV dishes.
- 12. The Lessor shall provide independent separate electricity meters for DISCOM supply and DG set supply for the office premises of the Commission.
- 13. All Furniture and fixtures shall be new and as approved by the Commission.
- 14. The final layout of the office shall be as approved by the Commission.

- 15. The Lessor shall be responsible to attend to all types of repairs of the Leased Premises. The Lessor should have its well-equipped and well established maintenance wing for promptly attending and disposing of the complaints of the Commission related to electricity/ plumbing/ carpentry/ problems in fixtures like ACs, sun blinds etc. The bidder shall provide details in his bid about what Maintenance infrastructure does he have as regards to above.
- 16. The Commission shall be entitled to get the repair/maintenance work done at the cost of the Lessor if the same are not attended by him promptly within a reasonable time or not done to the satisfaction of the Commission. The costs so incurred shall be recovered out of the monthly rent payable to the Lessor and shall be acceptable to the Lessor without any demur.
- 17. Selection and finalization in respect of the above items shall be done in consultation and approval of the Commission. Overall color theme of the Office Interiors shall also be as approved by the Commission.

Annexure IV

Other Conditions for Lessor & Lessee

- **1.1** Access to Leased Premises: The Lessee and/or its employees, agents and bona fide visitors shall have free and unimpaired access to the premises subject to building byelaws, during the Term of the Lease Deed.
- **1.2 Exclusive Rights of the Lessee**: The Lessee shall have the following exclusive rights during the Term of this Lease Deed.
- **1.2.1** To enjoy the Leased Premises peacefully as tenant without undue interference from the Lessor or any other person claiming through the Lessor.
- 1.2.2 To apply for, obtain and install telephone, facsimile (Fax), internet and/or cable line etc. in the Leased Premises, as may be necessary. The Lessee shall pay the changes pertaining to such lines installed directly to the appropriate agencies/ authorities.
- **1.2.3** To lay cable or wires along the walls or passages and other installations required by the Lessee.
- **1.2.4** To install its own security system and access control system within the Leased Premises as may be required by the Lessee.
- 1.2.5 The Lessee shall be entitled to carry out minor works or alterations of the Leased Premises as may be required for fixing or installing such devices, equipment and fixtures in the Leased Premises as the Lessee may reasonably require for carrying on its business. These works of alternations may include fixing shelves, additional partitions, cabins, water purifiers, refrigerators, computers, air-conditioners, and other light appliances etc. required in the Leased Premises.
- 2.1 The Lessor shall provide required electricity load as required for the Leased Premises from the Lease Commencement Date for the entire Leased Premises. However, in case of existing sanctioned load falling short, the lessor shall get the additional load sanctioned in advance and the charges for which shall be borne by the Lessor.

- 2.2 There is always adequate water supply in the Building toilet and for other purposes related to use of Leased Premises by the Lessee.
- 2.3 If the Lessor during the term of this Lease Deed sells and/or transfers its rights in the Leased Premises or the Building to any person(s) or company (hereinafter "Transferee"), such Transferee shall sign and execute a deed of adherence confirming to abide by the Lease Deed, on same terms and conditions as contained herein.
- **2.4 Security services for common areas in and on the Building**: The Lessor shall bear the cost of all security staff and other maintenance staff in the common area of Building, including car parking (the inner office space and common reception area) of the Lessee.
- 2.5 100% power back up on DG for lighting, heating, ventilation, and air conditioning facility inside the Leased Premises sufficient to maintain with adequate margin habitable temperature and humidity in all ambient conditions.
- **2.6** The Lessor shall not hold the Lessee responsible for any damage to the Leased Premises due to a Force Majeure event.

3. INSURANCE

The Lessor shall obtain insurance coverage of the entire Leased Premises and shall make timely payment of all insurance premiums. The said insurance coverage will cover incidents of fire, earthquake, lighting, storm, cyclone, tempest, hurricane, flood, accident, war riots and terrorist attack for the Leased premises. The Lessee may take necessary insurance policy at their own cost for their assets/ property in the Leased Premises.

4. Other terms and conditions shall be as mutually decided.

PART-II

PRICE QUOTATION

a)	Name:					
b)	Address (Office):					
c)	Address of Property offered:					
d)	Telephone/Mobile No.:					
e)	E-mail address:					
Sl.	Brief Description	Total Carpet	Rent quoted per	Total		
No		area	Sq. ft.	amount /		
				Month in Rs		
1	Property offered					
	Toyon /CCT if ony					
2	Taxes /GST if any					
	Total monthly rental					
Total	Monthly rental (in figures inclusive of	of every charge): I	₹s			
Signa	atures:					
Nam	e:					
Desig	gnation:					
Note	:					
a.	Quote should cover all taxes and duti	es.				
b.	Total Monthly rental shall be the amount payable by the /JERC as monthly rent.					
c.	Rates should be quoted in figures and and should include all applicable taxe mentioned in number and words, the	es etc. In case of ar	ny discrepancy betwo	een the amount		

No separate rent would be paid for the furniture and fixture.

d.