

**PFC CONSULTING LIMITED**  
(A Wholly owned subsidiary of PFC Ltd.)

**Notice Inviting Tender (NIT) for Office Space**

Suitable offers are invited from Owners/ Lease Holders directly without entertaining Offers through brokers, for PFC Consulting Limited ("PFCCL") office space measuring 1200 sq. Feet (3BHK) with requisite facilities close to Power Secretariat, Kazi Road, Gangtok, East Sikkim-737101. The office space within 2-3 km radius from Power Secretariat shall be given preference.

Desirable amenities in the premises should include adequate parking space, 24 hours water supply etc.

Interested parties may submit their offers including Technical Offer covering the general terms and conditions as per **Annexure-I**; the details of the space available for Lease Rental, including proof of ownership, vicinity map, name of building, area in sq. ft., facilities available, parking provision etc. as per **Annexure-II** and Commercial Offer detailing the rates quoted and other commercial terms and conditions as per **Annexure-III**. The Owner / Lease holder of the property will allow visit of PFCCL officials to the premises as and when required.

**Important Dates:**

a)	Start Bid Date & Time	<b>August 01, 2022 from 1500 hrs. (IST)</b>
b)	Close Bid Date & Time	<b>August 15, 2022 till 1500 hrs. (IST)</b>
c)	Technical Bid Opening	<b>August 16, 2022 from 1530 hrs. (IST)</b>
d)	Financial Bid Opening	<b>To be intimated to qualified bidders</b>

**Note:**

1. Tender Notice and Tender Document are available on PFC Consulting Ltd. website and can be downloaded from <https://www.pfcclindia.com>.
2. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the PFC Consulting Ltd. Website. Printed copy of Tender Document will not be sold from PFC Consulting Ltd. office.
3. The bidder shall bear all costs associated with the preparation, submission/ participation in the bid. Issuer in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

## General Terms and Conditions

### 1. SCOPE OF SERVICES

- 1.1 PFC Consulting Limited ("PFCCL") is a wholly owned subsidiary of Power Finance Corporation Ltd (PFC), a Govt. of India undertaking having its registered office at 'Urjanidhi', 1<sup>st</sup> Floor, 1, Barakhamba Lane, Connaught Place, New Delhi - 110 001. PFCCL is engaged in providing consulting services mainly in power sector, development of Independent Transmission Projects (ITP) etc. and Ultra Mega Power Projects (UMPP).
- 1.2 The scope of services is thus to provide office space of about 1,200 sq ft. carpet area (2BHK) spread over a maximum of two-three floors within a single premises to accommodate about 10-15 employees on rent ("**Premises**") and shall be within 2-3 Km radius from Power Secretariat.

### 2. SUBMISSION OF OFFERS

- 2.1 As specified in this NIT, the interested parties may submit their offers including Technical Offer and Price Offer. The interested party could be the owner or the lease holder of the Premises. The said owner/ lease holder can be an individual or an entity willing to bid for the proposed tender (hereinafter the owner / lease holder can be called as the "Bidder"). Once the Offer is accepted the Bidder whose offer is accepted will be called as the selected bidder ("Selected Bidder"). The Selected Bidder shall be eligible to enter into the lease with PFCCL in accordance with the terms as specified in the tender document. The Offer shall be signed by the Owner/ Lease Holder or any person or persons duly authorized on behalf of the the Owner/ Lease Holder vide the power of attorney or resolution to execute the Lease. All pages of the Offer, except for un-amended printed literature, shall be initialed by the authorized signatory or persons authorized vide the power of attorney/ resolution for signing of the Offer.
- 2.2 The Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Owner/ Lease Holder, in which case such corrections shall be initialed by the authorized signatory signing the Offer.
- 2.3 The Owners/ Lease Holders are required to submit the Offers in two parts consisting of Part A: Technical Offer and Part B: Price Offer.
- 2.4 The bid shall consist of two parts i.e. "Technical Proposal" and "Financial Proposal". The "Technical Proposal" and "Financial Proposal" must be submitted in two separate sealed envelopes as detailed below: a) The envelope sealed and marked as "TECHNICAL PROPOSAL for 'Providing Office Space to PFCCL' from ..... (Name of the Bidder)" should contain Annexure-2 along with all the related information. b) The envelope sealed and marked as "FINANCIAL PROPOSAL for 'Providing Office Space to PFCCL'

from ..... (Name of the Bidder)" should contain the lump sum rent quoted for the premises as per Annexure-III.

- 2.5 The Annexures mentioned in clause 2.5 above along with relevant documents, including covering letter will form part of tender documents.
- 2.6 Each of the above Annexures and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorised representative of the bidder, which shall constitute the bid.
- 2.7 The First envelope sealed and marked as "TECHNICAL PROPOSAL" and the Second envelope sealed and marked as "FINANCIAL PROPOSAL" both shall be submitted together in a Sealed Cover marked as "Technical and Financial Proposal" on the cover with superscription i.e. 'Providing Office Space to PFCCL', Bidder's Name & Address.
- 2.8 The Bid consisting of Technical Proposal and Financial Proposal in sealed envelopes mentioned at clauses 2.6 and 2.7 has to be submitted by August 15, 2022 till 1500 hrs IST to PFCCL Office at 9<sup>th</sup> Floor, Right Wing, Statesman House, Barakhamba Road, Connaught Place, New Delhi - 110001 in the office of:

**Sh. Deepak Kumar,**  
**Assistant Manager,**  
**PFC Consulting Limited,**  
9<sup>th</sup> Floor, A Wing,  
Statesman House,  
Barakhamba Road,  
Connaught Place,  
**New Delhi - 110001.**

The bids shall be submitted either by hand or through post/ courier so as to reach the above-mentioned address by August 15, 2022 till 1500 hrs IST. No proposal will be entertained after the due date and time of bid submission. PFCCL will not be responsible for any postal/ courier delay. The proposals received after the due date and time will be summarily rejected.

- 2.9 Any offer received beyond the stipulated date & time, or received through Fax or e-mail, will not be accepted for consideration. Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and any bidder doing so shall be summarily rejected.

2.10 The tentative schedule of the bid process will be as given below:

a)	Start Bid Date & Time	<b>August 01, 2022 from 1500 hrs. (IST)</b>
b)	Close Bid Date & Time	<b>August 15, 2022 till 1500 hrs. (IST)</b>
c)	Technical Bid Opening	<b>August 16, 2022 from 1530 hrs. (IST)</b>
d)	Financial Bid Opening	<b>To be intimated to qualified bidders</b>

### **3. SIGNATURE OF OFFERS**

- 3.1 The Offer must contain the name and place of the authorized person making the Offer and must be signed and sealed. The names of all authorized persons signing should also be typed or printed below the signature.
- 3.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 3.3 Offers by corporation/company must be signed with the legal name of the Corporation/Company by the president, managing director or by the company secretary or other person or persons authorized to Offer on behalf of such corporation/company in the matter.
- 3.4 Satisfactory evidence of authority of the person signing on behalf of the Owner/ Lease Holder shall be furnished with the Offer.
- 3.5 The Owner/ Lease Holder's name stated on the OFFER shall be the exact legal name of the entity submitting the offer.

### **4. DEADLINE FOR SUBMISSION OF OFFERS**

- 4.1 The Owners/ Lease Holders have to submit the Offer through offline tender only. Quotation will be taken through publication of advertisement in newspaper where contact details shall be provided. The last date for the submission of tender document shall be August 15, 2022 till 1500 hrs. IST.
- 4.2 PFCCL may, at its discretion, extend this deadline for the submission of Offers by amending the Invitation to Offer, in which case all rights and obligations of PFCCL and Owners/ Lease Holders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **5. LATE OFFERS**

- 5.1 Any Offer received by PFCCL after the time & date fixed or extended for submission of Offers prescribed by PFCCL, will be rejected and/ or returned unopened to the Owner/ Lease Holder.

### **6. MODIFICATION AND WITHDRAWAL OF OFFERS**

6.1 No Offer may be modified subsequent to the deadline for submission of Offers.

6.2 No Offer may be withdrawn in the interval between the deadline for submission of Offers and the expiration of the period of Offer validity (i.e. 3 months) specified by the Owner/ Lease Holder on the Offer Form by the Bidder.

## **7. LANGUAGE OF OFFER**

7.1 The Offer prepared by the Owner/ Lease Holder and all correspondence and documents relating to the Offer, exchanged by the Owners/ Lease Holders and PFCCL, shall be written in the English language, provided that any printed literature furnished by the Owner/ Lease Holder may be written in another language so long as accompanied by an English translation. Failure to comply with this may disqualify the Offer made by the Bidder. For the purpose of interpretation of the Offer, the English translation shall govern.

## **8. INFORMATION REQUIRED WITH THE OFFER**

8.1 The complete information shall be provided by the Owner/ Lease Holder in the form of separate sheets, drawing, catalogues, etc.

8.2 Oral statements made by the Owner/ Lease Holder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

8.3 Any other documents of the Owner/ Lease Holder may be used in the Offer to provide additional information and data as deemed necessary by the Owner/ Lease Holder.

8.4 There shall not be any deviation in terms and conditions as have been stipulated in the tender documents. However, in the event of imposition of any other conditions, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the Bidder is required to attach a separate sheet "list of deviations", if any.

8.5 In case the 'OFFER' information contradicts NIT requirements, the NIT requirements will govern, unless otherwise brought out clearly in the technical/ commercial deviation schedules.

## **9. OPENING OF OFFERS BY PFCCL**

9.1 The Offers shall be opened by PFCCL on August 16, 2022 at 1530 hrs as specified in Invitation of Offers or in the case any extension has been given thereto, after the extended Offer submission date notified to all Owners/ Lease Holders.

9.2 The Owners'/ Lease Holders' names, Offer prices, modifications, Offer withdrawals and such other details as PFCCL, at its discretion may consider appropriate, will be announced during opening of Offers.

## **10. CLARIFICATION OF OFFERS**

To assist in the examination, evaluation and comparison of Offers, PFCCL may, at its discretion, ask the Owner/ Lease Holder for clarification of its Offer. The request for clarification and the response shall be in writing or substance of the Offer shall be sought, offered or permitted. Non-submission of clarification shall render the offer for rejection.

## **11. PRELIMINARY EXAMINATION**

11.1 PFCCL will examine the Offers to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Offers are generally in order.

11.2 Prior to the detailed evaluation, PFCCL will determine the substantial responsiveness of each Offer to the NIT. For the purpose of these Clauses, a substantially responsive Offer is one, which conforms to all the terms and conditions of the NIT without material deviations. A material deviation is one, which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Owner/ Lease Holder or of any right of PFCCL as required in these NIT documents and specifications. PFCCL determination of the Offer's responsiveness shall be based on the contents of the Offer itself without recourse to extrinsic evidence.

11.3 The Offer determined as not substantially responsive will be rejected by PFCCL and may not be permitted subsequently be made responsive by the Owner/ Lease Holder by correction of the non-conformity.

11.4 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.

If there is a discrepancy between words and figures, the amount in words will prevail. If the Owner/ Lease Holder does not accept the correction of the errors as above, the Offer will be rejected.

11.5 The Owner/ Lease Holder shall ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Offer Form for this purpose, PFCCL shall be entitled to consider the highest price for the purpose of evaluation and to use the lowest of the prices for the purpose of award of lease in these schedules.

## **12. LEASE RENT**

The Owner/ Lease Holder shall quote rent as per **Annexure-III**. As regards increase or decrease in rents payable, increase in rent if any shall be subject to market conditions & to a maximum ceiling of 5% after initial term of 11 months is completed. After 11 months, rent can be negotiated and finalized with

mutual agreement so that new lease can be executed for further term of 11 months.

**13. TAXES AND DUTIES**

- a. All the Bidders are requested to familiarize themselves with the laws, rules, regulations prevailing in India and in the State of Sikkim and shall consider the same while submitting their Offer.
- b. All existing and enhanced/ future municipal taxes, rates & cess etc. shall be paid by the Bidder.
- c. The Bidder shall be liable and pay all taxes, duties, levies, lawfully assessed against the Bidder in relation to the said lease.
- d. PFCCL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Owner/ Lease Holder under the Offer.
- e. As regards the Indian Income Tax, surcharges on Income Tax and any other corporate tax, PFCCL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Owner/ Lease Holder shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Owner/ Lease Holder is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- f. If any rates of taxes/ duties/ levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of the term of the lease, which was or will be assessed on the Owner/ Lease Holder in connection with performance of the terms of the lease, an equitable adjustment of the lease rent shall be made to fully take in to account any such change by addition to the lease rent or deduction there from, as the case may be. However, these adjustments shall be restricted to direct transactions between PFCCL and the Owner/ Lease Holder.

**14. OFFER CURRENCIES**

Prices shall be quoted in Indian Rupees (Rs) only.

**15. PERIOD OF VALIDITY OF OFFERS**

Offers shall remain valid and open for acceptance for a period of 120 days after the date set for Offer opening and as provided in the Invitation to Offer.

**16. OFFER OPENING**

PFCCL will examine all other Offers to determine whether they are complete, and whether the Offers are generally in order.

## **17. PROCESS TO BE CONFIDENTIAL**

Any effort by the Owner/ Lease Holder to influence PFCCL in the process of examination, clarification, evaluation and comparison of Offers, and in decisions concerning the award of the Lease, may result in the rejection of the Offer.

## **18. CORRECTION OF ERRORS**

18.1 Offers determined to be sub-sequentially responsive will be checked by PFCCL for any arithmetic errors in computation and summation, Errors will be corrected by PFCCL as follows:

- a) Where there is discrepancy between amounts in figures and in words, the amount in words will govern.
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of PFCCL there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

18.2 The amount stated in the Offer Form will be adjusted by PFCCL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Owner/ Lease Holder. If the Owner/ Lease Holder does not accept the corrected amount of Offer, the Offer will be rejected.

## **19. EVALUATION AND COMPARISON OF OFFERS**

19.1 The Offer evaluation shall be a Two stage process: Technical and Financial. 1<sup>st</sup> stage being technical evaluation that shall be done on the basis of information asked in **Annexure-I** and **Annexure-II** and Evaluation methodology of the technical offers for opening the price bid is at **Appendix-I**. The Owners/ Lease Holders that are technically qualified (1<sup>st</sup> stage) shall be considered for financial evaluation (2<sup>nd</sup> stage) in accordance of **Annexure-III**.

19.2 PFCCL has the right to select the property depending upon the suitability, location, availability of required space, maintenance and rent for an initial period of 11 months or to extend the period for further 25 months (renewed after every 11 months) as mutually agreed among the parties.

19.3 In case of a tie, management has the discretion to award the lease to suitable Owner/ Lease Holder.

19.4 No further discussion/ interface will be granted to bidders whose offers have been disqualified. PFCCL reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.

19.5 If selected Owner/ Lease Holder withdraws or PFCCL withdraws the Letter of Award (LoA) due to some reason or is not in a position to issue LoA, other qualified Owners/ Lease Holders offer may be considered for award.



- 19.6 Rates should be quoted in figures and words without any errors, overwriting or corrections should include all applicable taxes etc. In case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.
- 19.7 PFCCL reserves the right to accept or reject any variation, deviations or alternative offers. Variations, deviations, alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to PFCCL shall not be taken into account in Offer evaluation.
- 20. AWARD CRITERIA**
- PFCCL has the right to select the property depending upon the suitability, location, availability of required space, maintenance and rent over a period of 11 months or extended further up to 25 months (renewed after every 11 months) as mutually agreed among the parties.
- 21. PFCCL RIGHT TO ACCEPT ANY OFFER AND TO REJECT ANY OR ALL OFFERS**
- PFCCL reserves the right to accept or reject any Offer and to annul the bidding process and reject all Offers at any time prior to award of lease, without thereby incurring any liability to the affected Owner/ Lease Holder or Owners/ Lease Holders or any obligation to inform the affected Owners/ Lease Holders or Owners/ Lease Holders of the grounds for PFCCL action.
- 22. NOTIFICATION OF AWARD**
- 22.1 Prior to the expiry of the period of Offer validity prescribed by PFCCL, PFCCL will notify the successful Owner/ Lease Holder, confirmed in writing by registered letter, that the Offer has been accepted. Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful Owner/ Lease Holder shall sign and return a copy of the same to PFCCL as acknowledgement of receipt of the same.
- 21.2 The Notification of Award will constitute the formation of the lease.
- 23. PAYMENT TERMS**
- 23.1 Payments shall be made by PFCCL against pre-receipted bills as per the lease deed to be executed between PFCCL and the selected bidder / owner or the legal representatives.
- 23.2 Payments of rent shall be made on monthly basis by online electronic transfer in favour of the Bidder after deduction of the tax at source (TDS) as applicable from time to time, on satisfactory services and submission of bill.

- 23.3 Rent shall be paid with effect from the date on which possession of the completed Premises is handed over to PFCCL along with necessary occupation certificate, power, water supply and other agreed facilities.
- 23.4 No security deposit or advance towards rent is payable by PFCCL to the selected bidder/ owner/ lease holder.
- 23.5 All correspondence shall be made directly with the selected bidder / registered owner(s)/ any authorized signatory appointed by the owner(s) of the Premises.
- 23.7 The charges for electricity consumption for common area lighting and lift, if any, shall be separately reimbursed every month on sharing basis at actual against documentary evidence, for which separate metering shall be provided by the owner/bidder.

**24. ACCESS TO OWNERS/ LEASE HOLDERS PREMISES**

The Owner/ Lease holder of the Premises shall allow visit of PFCCL officials to the Premises as and when required by PFCCL. The officials of PFCCL may visit the space offered by Owners/ Lease Holders to ascertain the suitability of the space. The date, time and place for opening of commercial Offers shall be informed to the Owners/ Lease Holders, whose Technical Offer is found acceptable.

**25. FORCE MAJEURE**

**25.1 Definition of Force Majeure**

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Bidder.

**26 TERMS OF TERMINATION OF LEASE**

- 26.1 The period of lease should be for a period of 11 months with provision for further extension of lease for further 25 months (to be renewed after every eleven (11) months) on mutually agreed terms.

- 26.2 The lease can be cancelled by PFCCL by giving a notice of not less than one (1) month.

**27. DISPUTES AND ARBITRATION**

- 27.1 PFCCL & the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Offer.
- 27.2 If after thirty (30) days from the commencement of such internal negotiations, PFCCL & Owner/ Lease Holder have been unable to resolve amicably a dispute, either party may refer the dispute to the formal mechanism as specified below.
- 27.3 The dispute resolution mechanism to be applied shall be as follows:  
In the case of dispute between PFCCL and Owner/ Lease Holder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.
- 27.4 The award given by the Arbitrator(s) shall be award.

**28. WORK TO CONTINUE**

Performance of the lease shall continue during arbitration proceedings unless PFCCL shall order suspension. If any such suspension is ordered, the reasonable costs incurred by the Owner/ Lease Holder and occasioned thereby shall be added to the Rent. No, payments due or payable by PFCCL shall be withheld on account of pending reference to arbitration.

**29. LAW AND PROCEDURE**

**29.1 Applicable Law**

The law which is to apply to the lease and under which the lease is to be constructed shall be Indian Law. The Courts of Sikkim shall have the exclusive jurisdiction in all the matters arising in the lease including execution of Arbitration Award.

**29.2 Acceptance of Terms and Conditions**

The Owner/ Lease Holder shall confirm the acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Owner/ Lease Holder, the same shall be specifically brought out with categorical confirmation that all other clauses are acceptable to the Owner/ Lease Holder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Owner/ Lease Holder.

**30. TERMS AND CONDITIONS**

- 30.1 The rent quoted shall be lumpsum for the Premises offered and shall be inclusive of all applicable taxes and out-goings except maintenance charges and

- GST. However, applicable taxes, other outgoings also to be mentioned separately along with the rate of rent.
- 30.2 In case, there are more than one owner of a Premises, then the Offer submission by one/ consortium of the owner having proper authorization is applicable. If the authorized signatory is allowed to sign the Offer, then the necessary authorization has to be submitted along with the document. Otherwise, the Offer is liable to be considered null & void at any stage as per the decision of PFCCL.
- 30.3 By submitting the Offer, the owner has permitted PFCCL or their representatives with prior appointment, to inspect the property offered as well as property documents & to carry out the valuations thereof.
- 30.4 The Premises shall preferably be an open hall approved for Commercial/ Institutional use on a single floor. In case, space offered is on multiple floors, it should preferably be on continuous floors with the provision for dedicated entry for movement between the floors. Evidence of appropriate approvals for commercial/ institutional use of the property must be submitted with Technical Offer.
- 30.5 Adequate space for parking should be available to park Cars and Two Wheelers. The Offer should clearly indicate the Car parking Space included in the rent quoted. The charges for paid parking (Cars and two Wheelers), if any, should also be given mentioning no. of parking space available.
- 30.6 The Premises should have 24 hours electricity supply. A separate electric meter should be installed exclusively for the use of PFCCL.
- 30.7 The Premises shall have provision for 24 hours running water supply for both drinking and utility facilities.
- 30.8 The responsibility for payment of all kind taxes such as property tax, Municipal tax etc in connection with the property offered shall be of the Owner/ Lease Holder and updated copies of all tax receipts shall be attached with the Offer made by the Bidder.
- 30.9 Possession of the Premises will be handed over to PFCCL within 30 days or as mutually agreed from the award of the order and rent shall be payable from the date of possession.
- 30.10 The Premises shall be free from any liability and litigation with respect to its ownership, lease/ renting and there shall be no pending payments against the same.
- 30.11 The tender shall be acceptable only from those Bidder who are the original owner/lease holder of the Premises. PFCCL will not pay any Brokerage for the offered Premises.
- 30.12 The Owners/ Lease Holders shall provides rates for rent, showing taxes, if any, separately.
- 30.13 Rates of the rent shall be quoted in Indian Rupees only. Rates of the rent quoted in currencies other than Indian Rupee shall not be considered.

- 30.14 The property tax, water tax etc. levied by Local Govt. and Central Govt. are to be borne by the Selected Bidder.
- 30.15 Stamp duty, Registration charges, etc. to be shared equally by both the parties.
- 30.16 Format of the lease deed shall be decided by PFCCL covering the important covenants including the conditions agreed by the Bidder while submitting the offer.
- 30.17 PFCCL reserves the right to amend these terms and conditions as it deems necessary.
- 30.18 All Building services such as plumbing, sewerage systems, telephone connectivity by BSNL/other service providers shall be fully operational at the time of submission of the offer by the owner/bidder.
- 30.19 PFCCL will get the interior and furnishing work done as per requirement. However, all mandatory Municipal license/ NOC/ approval of layouts, internal additions/ alterations etc. as necessary from Local Civic Authority/ collector/ town planning etc. for carrying out the interior furnishing/ internal additions/ alterations etc. in the premises by PFCCL shall be arranged by the Bidder. Also, the walls shall be finished with POP / wall painting by the Bidder.
- 30.20 All other civil works not specifically mentioned here but required to maintain the system complete by the Bidder.

Approx, space area in sq.ft. carpet area, indicated above are excluding the common area like corridors, passages, staircases, lifts, lobbies, service shafts etc. outside the rented space to PFCCL in the building.

### **31. ENCLOSURES**

Each page and all details provided should be duly signed by the authorized signatory. All undertakings provided shall be on the letterhead of the company (if applicable) and duly signed and stamped by the authorized signatory. All columns of the Offer shall be duly filled in and no column should be left blank. All pages of the Offer (Technical and Price Offer) are to be signed by the authorized signatory of the Bidder.

**Annexure-II**

**Technical Offer for Office Space**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Documents to be submitted</b>
1.	Full particulars of the legal Owner/ Lease Holder of the premises: a) Name: b) Address (office & residence): c) Telephone & Mobile No.: d) E-mail ID f) PAN no. & TAN No. g) Title document of premises offered	Copies of PAN and TAN (if applicable)  Certified copy of title document
2.	Full particulars (with complete contact details e.g., postal address, phone number, mobile number and e- mail ID) of authorized person(s) offering the premises on rent/ lease and submitting the tender.	Please provide details
3.	Status of the applicant with regard to the office space offered for hiring	Certificate of authorized signatory from CEO, if the owner is a firm, Society etc. and power of attorney if the applicant is other than the owner
4.	a) Complete address with brief description and location of the office space offered.  b) Radial Distance (approx.) from Power Secretariat, Kazi Road, Gangtok, East Sikkim-737101	Please provide details.
5.	Total area offered for rent (floor wise) in sq ft. i) Carpet area ii) Covered area iii)Dimensions of staircase	Certified sketch & site plan
7.	Whether reserved parking (Covered/ Open) available? If so, give the details regarding the no. of Car parkings	Car parkings .....nos. (covered) .....nos. (open)
8.	<b>Type of office space –</b> a) whether single floor or multi-storey	Please provide answer to each of the sub points

Sl.No.	Particulars	Documents to be submitted
	b) With provision of rooms on each floor or hall type. c) Whether there are any conditions for carrying out partitioning as per requirement of PFCCL d) Whether rooms are constructed e) whether modification in internal plan permitted in case of constructed rooms f) Details of space available for installation of Gensets/ UPS etc.	
9.	Availability of facilities/ utilities	Number of Toilets (floor wise)
10.	a) Whether running water, both drinking and otherwise, available round the clock. b) Whether sanitary and water supply installations have been provided	Please provide point wise reply
11.	a) Whether electrical installations and fittings, power plugs, switches etc., are provided or not. b) Whether building has been provided with fans or not. (if yes, the number of fans floor wise).	Please provide point wise reply
12.	Details of power backup facilities, if any	Please provide point wise details
13.	i) Specify the period for which the property is being offered for rent (minimum 11 months) with provision of extension. ii) For what duration after handing over the possession to PFCCL, the rates quoted should remain unchanged and rate of increment thereafter (Within the period for which property is being rented)	A self -attested undertaking from the owner of the property indicating number of years for which the property is being offered for rent to PFCCL  An undertaking from the owner of the property indicating period for which the rent shall remain constant and rate of increase thereafter.
17.	Present Age of premises	
18.	Various Tax receipts (property, municipality tax etc.)	
19.	The space offered should be free from any liability and litigation with respect to its	A self-attested undertaking indicating the same along with

Sl.No.	Particulars	Documents to be submitted
	ownership, lease/ renting and there should be no pending payments against the same.	certificate in this regard by the competent authority.
20.	Any other salient aspect of the building, which the party may like to mention.	

**Note: No indication of rent/charges to be given in Technical Bid.**

**Declaration:**

- i) I/We have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the Offer documents and agree to abide by the same in totality.
- ii) It is hereby declared that the particulars of the buildings etc., as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false. I/We shall be liable to such consequences/lawful action as PFCCL may wish to take.

**Signature with Seal:**

**Name:** .....

**Designation:**.....

**Date:**.....

**Place:**.....



## Appendix-I

### Evaluation of the offers to establish suitability of the offered space for use by PFCCL

Based on the information furnished by the Owners/ Lease Holders, their proposal is to be evaluated internally by a nominated committee for evaluating and awarding marks against the various facilities. Offers getting 70 or more marks out of a total 100 shall be considered for opening of their price-bid. The date, time and place for opening of commercial Offers shall be informed to the Owners/ Lease Holders, whose technical Offers are found acceptable.

Process of awarding marks is tabulated below:

S. No.	Facility offered	Total Marks	Marks awarded
1	<b>Distance from existing PFCCL's office at "Power Secretariat, Kazi Road, Gangtok, East Sikkim-737101"</b> Offered space is within 2-3 Km. range: Full marks Offered space is in between 3-4 Km. range: 40 marks Offered space is more than 5Km. range: 30 marks	50	
2	<b>Location of Offered space in the building</b> -If the offered space is in a single floor: 20 marks -If the offered space is in two floors: 15 marks one above the other of the building - If the offered space is scattered in more than two floors of the building: 10 marks	20	
3	<b>Facilities in the offered space</b> <u><b>Parking Space: 10 Marks</b></u> For 2 Vehicles: 10 Marks For 1 Vehicles: 5 Marks <u><b>Office Furniture: 20 Marks</b></u> <b>(a) Executive Table/ Chairs: 10 Marks</b> 2 Executive Tables/ 8 Executive Chairs: 10 Marks 1 Executive Table/ 4 Executive Chairs: 5 Marks <b>(b) Visiting Chairs: 5 Marks</b> 6 Visiting Chairs: 5 Marks 3 Visiting Chairs: 3 Marks <b>(c) Computer Tables: 5 Marks</b> 2 Computer Tables: 5 Marks 1 Computer Table: 3 Marks	30	

### Format for Financial/ Price Bid

*Full particulars of the Owner/ Lease Holder of the premises:*

- a) Name:
- b) Address (office & residence):
- c) Telephone & Mobile No.:
- d) Email ID:
- e) Address of Property offered:
- f) Carpet Area of Property Offered\* (in Sq. Ft.):
- g) Built-Up Area of Property Offered (in Sq. Ft.)
- h) Rent per month:
- i) Break up of Maintenance & Other Charges:

*\* Carpet area means internal covered floor space excluding pillars/ columns walls thickness along the periphery, open verandah/ balcony, niches for storage below window cills, open corridors/ passages, lobbies, staircase, mum ties, shaft and rooms for lifts, common toilets and common areas etc.). Columns areas inside the rooms/ hall are not deductible. Area of toilets exclusively constructed for the premises will be included.*

**Note:**

- a. PFCCL has the right to select the property depending upon the suitability, location, availability of required space and Aggregate Rate per square feet over a period of 11 months and subsequently, further up to 25 months (renewed after every 11 months) mutually agreed between parties in case of extension.
- b. PFCCL reserves the right to accept or reject any offer, and to annul the bidding process and reject all bids at any time prior to award of lease, 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 PFCCL action.
- c. PFCCL reserves the right to reject any or all the offers without assigning any reasons at any stage.
- d. If selected Owner/ Lease Holder withdraws or PFCCL withdraws the Letter of Award (LoA) due to some reason or is not in a position to issue LoA, other qualified Owners/ Lease Holders offer may be considered for award.
- e. Rates should be quoted in figures and words without any errors, overwriting or corrections and should include all applicable taxes etc. In case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.
- f. The rate quoted shall be lump sum for the premises offered and shall be inclusive of all applicable taxes and outgoings except maintenance charges and GST.
- g. Break-Up of Maintenance Charges and Other Charges also to be mentioned separately.

**Signature:**

**Name:**

**Designation:**

**Date:**