Annexure –I

INSTRUCTIONS TO THE BIDDERS

1. The Indira Gandhi National Open University, New Delhi (IGNOU), a central University, intends to hire office premises. The hired premises shall be used by the IGNOU for coordinating academic activities in different areas of the country to pursue the objectives the 'Indira Gandhi National Open University Act-1985'.
2. The invitation to bid is open to legal owners/power of attorney holders of properties located in the areas mentioned in the Tender document. The prospective bidders should submit their bids in online mode strictly in accordance with the procedure given in this bid document. Bid document consists of cover page notifying critical dates of tender process and Annexure-I to VIII as mentioned on the cover page.
3. The successful bidder will be declared as 'the lessor' who means and includes not only the bidder but also his legal heirs, successors, legal representatives, etc. The concerned Regional Director of the IGNOU will be 'the lessee' for the current bidding.
4. The bidder is expected to read carefully all instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish information as required in the bidding document or submission of the bid not substantially responsive to the bidding document in every respect will result in the rejection of the bid.
5. At any time prior to the deadline for submission of bids, the IGNOU may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder, modify the bidding document by a written amendment. The amendment which will be binding shall be available on the IGNOU website as well as on the central procurement portal.
6. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the IGNOU, at his discretion, may extend the deadline for the submission of bids.
7. The Technical Bid should be accompanied by the documents mentioned in the Technical Bid proforma failing which bid is liable to be rejected.
8. The bid prepared by the bidder as well as all correspondence and documents shall be written in English or Hindi and should be typed or written in indelible ink. All the columns of the tender document must be filled in and no column should be left blank. "NIL" or "Not applicable" should be marked, where there is nothing to report.
9. In case of co-owners/joint owners, the bid documents i.e. technical bid and financial bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he should submit an Authorization/ Power of Attorney to do so from the remaining owners.

10. The bidders are required to quote in the financial bid rate per sq. ft. for the carpet area of the offered building. Bid which is found lowest with reference to circle rates shall be selected subject to fulfillment of technical and other conditions of the bid. A certificate of the government circle rate (rental) in respect of the offered property will be required to be uploaded along with the financial bid.
11. Only GST as applicable will be paid by the lessor over and above the agreed rent. The lessee shall not be liable for any other payment to the lesser.
12. The lease rent should be quoted in Indian rupees only and in the financial bid part of the tender document only.
13. The bid shall remain valid for six months from the last date of the submission of the bid. A bid valid for a shorter period may be rejected by the lessee as nonresponsive.
14. In exceptional circumstances, the IGNOU may require the successful bidder's consent for an extension of period of validity. The request and responses thereto shall be made in writing. The bidder may refuse the request without forfeiting the EMD. The bidder accepting the request will not be required/ permitted to modify the bid.
15. The bidder may modify or withdraw his/her bid after bid submission provided that written notice of the modification or withdrawal is received by the lessee prior to the deadline prescribed for submission of bids.
16. Bids withdrawn after the opening of the technical bid will result in the forfeiture of bidder’s EMD.
17. The results of the evaluation of the technical bids along with the date of opening of the financial bids will be communicated to the qualifying bidders online on the CPP Portal itself or as mentioned in the covering letter. The IGNOU may at his option choose to open the financial bids immediately after the opening and evaluation of the technical bids.
18. During evaluation of the bids, the IGNOU may ask the bidder for clarification on their bid. Any misleading or false information in the bid documents will lead to disqualification of the bidder at any stage. The IGNOU reserves the right to seek any document in original related to the premises on hire for verification at any stage of tender process.
19. The Financial bids and financial Bids must be submitted separately.

Annexure-II

Terms and conditions of the Tender

A) General terms and conditions:

1. Tenders shall be acceptable from the legal owners of the building or from those having valid power of attorney. The building must be free from all encumbrances.
2. Bids from Govt. Bodies/ PSUs shall be given preference.
3. No security deposit or advance rent shall be payable by the University in favour of 'the lessor'. The successful bidder with whom agreement of hiring of building will be signed will be called 'the lessor'
4. The bidders are required to submit EMD of Rs.5,000/-(Rupees Five Thousand only) alongwith the technical bid. No interest shall be payable on the EMD. Bids received without EMD shall be summarily rejected.
5. The EMD of successful bidder shall be retained until the expiry of the lease including extended validity or handing over the possession of the building to the lessor, whichever is later. The EMD is liable to be forfeited in case the lessor acts in violation of the terms of the lease agreement.
6. Bids shall be accepted within prescribed timeline.
7. In case of technical bid found acceptable, the selected bidders shall be required to furnish the original copy of the 'title deed' of the offered property or original evidence for lodgement of the deed with any bank with proof of identity of owner before financial bid are opened. The same shall be returned after decision is taken to open financial bid or otherwise.
8. The successful bidder (the lessor) shall be required to enter into lease agreement in the prescribed format annexed with this tender document. The stamp duty and registration charges, if any, shall be borne by 'the lessor'.
9. The IGNOU shall have the right to inspect the offered locations before finalization of bids. The bidders shall be required to extend all possible support during such inspection.
10. Payment of house tax, water tax and other municipal tax/statutory charges, if any, shall be the responsibility of the lessor. Electricity and water charges as per actual consumption shall be paid by IGNOU, the lessee. The lessor shall provide separate electric and water meters in the building for this purpose.
11. The IGNOU, the lessee, shall not be responsible for payment of any amount beyond the agreed monthly rent in favour of the lessor.
12. The bid shall remain valid for six months from the last date of the submission of the bid. However based up on the requirement/situation, the validity may be extended for a mutually agreed further period as per request of the IGNOU. A bid valid for a shorter period shall be liable for rejection by the IGNOU as nonresponsive.
13. The lessor, shall be required to handover the building to the lessee within 30 days from the date of issue of the letter for acceptance of the bid. However, where the lessor is required to carry out suitable modifications as per the requirement of the

lessee, this time shall stand extended to 90 days. Failure on part of the bidder in meeting these timelines will entail a penalty of Rs. 5,000/- (rupees five thousand only) per day for the delay period. This penalty shall be adjusted against rent payable to the lessor subsequent to the possession of building.

14. The lessee shall have the right, during the lease period/ extended lease period, to carry out further suitable alternations by way of partitions, office fixtures, fittings, placing of sign boards etc. for effective use of hired office space.
15. If at any stage it is found that any detail/ document furnished by the bidder is not correct, his/ her bid would be liable to be cancelled without intimation to the bidder.
16. The bids are liable to be rejected in case of any terms and conditions of the tender document not be fulfilled.
17. During the period of the lease agreement the owner/landlord shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the lessee with any party affecting lessee's right of occupation and any of the terms of the lease without written consent of the lessee.
18. The lessee shall not be responsible for any damage to the property by way of fire or other natural calamities. The lessor may insure the property at his own cost.
19. The lessee shall have the right to vacate the premises with two month’s notice to the lessor however the lessor will not have any such right during the agreement period.
20. The IGNOU reserves the right to modify: 1) the terms and conditions of the bid document as per rule 173(iii) of the GFR-2017, 2) To reject all or any tender without assigning any reason thereof.
21. Selection criteria: Financial bids of the technically qualified bidders shall be opened. Government approved circle rate (rental) of the property shall be the benchmark rate. The bidder whose rates will be found to be lowest with reference to the government approved rates (known as DM circle rates) shall be selected as successful bidder. Bidders shall be required to enclose along with their financial bid certified copy of the government circle rate (rental) in respect of their property.
22. Payment Terms: The lessor shall raise his monthly rental bill as per agreed rates and submit the same to the Regional Director, IGNOU (the local representative of the lessee). The payment of the bill shall be made within 07 working days from the date of receipt of the bill after deduction of TDS, penalty charges, if any.
23. Any dispute between the lesser and the lessee with respect of this bid/ contract shall be subject to settlement through the sole arbitrator appointed by the IGNOU. Decision of the arbitrator in this matter shall be binding on both the parties.

B) Technical terms and Conditions of the tender:

1. Along with technical bid, the bidder is required to submit a certificate from an architect/structural engineer about the structural soundness and earthquake resistance of the building.
2. The building offered must be vacant, free from all encumbrances. Construction must be as per norms of the Local Authority. An affidavit (on Rs.100/-stamp paper) by the bidder in this regard along with the certificate from an Advocate/ CA in this respect is required to be submitted with the technical bid.
3. The required carpet area of the building (ground +2 story building only or contiguous floors, in case of a multistory building) is tentatively 3000 sq. ft for the regional centre having student enrollment count up to 20,000. Area of 5,000 sq. ft. for enrollment count between 20,000-50,000 students and of 7,500 sq.ft. in case of enrollment count exceeding 50,000 students.
4. The area offered for rent should be preferably a standalone building (Institutional) for exclusive use for the IGNOU, Regional Center. The building must have sufficient parking space around it for visitors and staffs. The IGNOU (the lessee) shall have the right for usage of the total plot area within the boundary of the offered property. In case of floors being offered for rent the same must be contiguous and having lift facility.
5. Each floor of the building must have minimum two toilets separately for male and female. Ground floor must be accessible for persons with disability (differently able people) with a suitable toilet for them.
6. The premises should have proper connectivity with local transport. The building must be located within 15 kms. of the railway station or office of the district magistrate/DC (other than the cities like, Delhi, Mumbai, Kolkata, and Chennai). In the metro cities indicated in the bracket buildings must be located in the identified areas as mentioned in the tender documents.
7. The building must have a power connection of not less than 12 KW with the provision of increasing it as per future requirement.
8. The building should have sufficient ventilation and natural lighting. Building must be complete in all respect. It should have sufficient electric fittings, lights, fans and LEDs and minimum 05 air conditioners with the provision for AC in each room. There must be arrangements of the power backup, water supply.

9. Maintenance of the building (civil and electrical, plumbing, sewage) shall be the responsibility of the successful bidder, the lessor. Operation and maintenance of power back up machines and equipments, maintenance of the lifts, if any, shall also be included in this clause. The building shall be required to be painted in every three year.
10. The lessee shall ensure arranging for attending of the maintenance related complaints within 48 hours of being informed by the lessee. Failing which the IGNOU shall get the complaint attended from the market and the cost incurred shall be adjusted from the rent payable to the lessor.
11. Security and Housekeeping services shall be deployed and maintained by the lessee. This will be excluded from the scope of services of the lessor.
12. The bidder shall be required to provide sufficient number of fire extinguishers in the building as per norms and ensure timely refilling of the same to ensure their functionality. In case of multi-storey building (i.e. building having height of 15 mtrs and above) the bidder is required to upload certificate of fire safety issued by the District fire officer.
13. The building must have necessary cabling with adequate socket points for installation of CCTV cameras (4-5 cameras tentatively), internet connection, intercoms (5-12 instruments tentatively) and telephones (2-4 lines tentatively). Installation and subsequent maintenance of CCTVs, intercom, telephones, and internet will be done by the lessee on its own cost.
14. The rates agreed shall not be revised in the first five year. If the rate contract is extended for another five year then 15% increase in the rent shall be admissible for each five yearly period extended subsequently.
15. Carpet area measurements: The carpet area measurements shall be the area or the premises which is covered but excluding a) Wall and columns b) Portico/canopy c) Sanitary shafts/toilets d) Stair cases e) Bon Louvre f) Lift walls g) Air conditioning ducts h) Balcony i) Portion below the window sills j) Lofts k) Parking space whether covered or not l) Open terrace.

Annexure-III

TECHNICAL BID

Hiring of office Building for IGNOU regional centre at……

Name of the bidder: …….

Status (Individual/HUF/PSU/Govt. Organization): ……

Whether owner of the property or PoA holder: …….

Address: ……

Contact No.: … e-mail ID: …….

Whether standalone building or a multi-storey building: ……..
Plot size of the offered building (in square feet area): ……
Carpet area of the building: (in sqft.)……
Address of offered Property: ……

S. No.	Required Technical qualifications	Documents to be annexed	Documents attached Yes/No
1	Legal ownership/PoA	Certified copy of the title deed.	
2	Institutional/Commercial plot	Certified copy of the allotment letter or any other document showing the category of plot.	
3	Location within 15 Kms. of railway station/DM office and accessibility through public transport. In case of Delhi, Kolkata, Chennai and Mumbai the building must be located in the areas mentioned in the bid document. Distance from railway station/DM office is not applicable in these cities.	Certified copy of Google map	
4	Compliance to the local authority	A certificate from an	

	norms	Advocate/CA and an affidavit from the bidder (on Rs.100/- non judicial stamp paper)	
5	Clear title/free from any encumbrance		
6	Power connection of required load (12 KW)	Certified copy of the approved power load from the Electricity board.	
7	Structurally sound standalone building with maximum G+2 stories or contiguous floors with lift facility in case of multi-story complex, with adequate parking space	1) Certificate from an Architect/civil engineer along with the drawing showing required carpet area and certifying that the building is structurally sound and fulfils the technical requirements mentioned at point no. 7, 8, 9 &10 of this table. 2) Certificate of fire safety from Distt. Fire Officer in case of a multi-story building having height of 15 metres and above.	
8	Building complete in all respect having Sufficient ventilation, Natural lighting, power backup, electrical fitting including LEDs, fans, minimum 05 ACs with provision for AC in each room and sufficient arrangement of water supply.		
9	Complete building with the required carpet area as prescribed in the tender document		
10	Accessibility to ground floor by persons with disability.		
11	Payment of EMD as required under Terms & Conditions of tender document	Copy of the receipt of online payment of EMD	

*carpet area to be calculated in accordance with the method given in condition no.15 of technical terms and conditions of the tender document.

Declaration

I declare that the particular given above are true. I understand that in the event of non-fulfilling of any of the above technical qualification or non submission of any of the above required document or/and in case of any of the information provided by me is found to be incorrect, my tender is liable to be

cancelled. I have calculated carpet area of the building as prescribed in condition no.15 of the technical terms& conditions of the tender document. I agree to accept all the terms & conditions of the tender document.

Signature of the bidder:…….....
Seal (if any)

Annexure-IV

Certificate from a Lawyer or Chartered Accountant

(to be submitted on the letter head of the Lawyer/CA)

This is to certify that the building constructed at Plot No..... location..... which is in the legal ownership of Mr./Mrs..... has been constructed in accordance with the plan approved by the local development authority. The property is clear from all encumbrances. The property can be used for the office purpose of the Indira Gandhi National Open University, New Delhi.

I understand that the IGNOU is a Central university created by an Act of Parliament, therefore, is a 'State' within the meaning of Article 12 of the Constitution of India. I understand that furnishing of this certificate has the implication of submitting a certificate before a government authority. This certificate is based on the facts ascertained by the undersigned through relevant documents presented by the legal owner of this property.

Name of the Lawyer/ CA.....
Signature.....
Bar Council Registration No./ICAI Registration No.

Date.....

Annexure-V

Affidavit from the owner/ PoA holder of the property

(to be submitted on Rs. 100/- non-judicial stamp paper duly notarized)

I,... S/oD/o,W/o of ..... R/o..
hereby solemnly affirm that:

1. I am the legal owner/PoA holder of the building in respect of which I am submitting the bid in response to the NIT of the IGNOU, New Delhi
2. The building construction has been done in accordance with the rules of the local development authority/municipal corporation.
3. The building is free from all encumbrances and I hold clear title of the proposed property.
4. The Certificates obtained from the Advocate/CA and Civil Engineer/Architect is based on the facts presented by the undersigned. I understand that I will be personally responsible for the accuracy of the facts furnished by the undersigned to obtaine certificates required for submission of bid documents in response to the NIT of the IGNOU, New Delhi
5. I also understand that in case of any of the information/facts/documents provided by the undersigned are found to be incorrect/ misleading; the bid is likely to be cancelled without prejudice to the any other legal action as may be required under law by the IGNOU, New Delhi.
6. I have read the entire tender document and agree to accept terms & conditions of the tender document.

Signature.....

Name the owner/ PoA holder of the property

Date.....

Annexure – VI

Certificate from the civil engineer/architect

(to be submitted on the letter head of the Civil Engineer/Architect)

This is to certify that the building constructed at Plot No..... location..... which is in the legal ownership of Mr./Mrs..... is structurally safe for its usage as a office premises by the Indira Gandhi National Open University, New Delhi. I certify that :

1. The building is structurally sound and earthquake resistant.
2. The carpet area* of the building is..... sqft. Construction of the building has been found in accordance with the drawing of the building which is enclosed herewith.
3. It's a standalone building with G+2/contiguous floor in a multi-storey complex.
4. I have seen that the multi-storey building having contiguous floors has got a clearance from the fire department (required only in case of multi-storey building).
5. The building has adequate parking space for staff and visitors.
6. The building has sufficient ventilation, natural lighting, and provision for necessary electrical fitting as required under tender document.
7. The Ground floor of the building is accessible for Persons with Disability (Divyangjan). The building has/has provision for minimum two toilets on each floor. On Ground Floor one additional toilet is available for Persons with Disability (Divyangjan).

I understand that the IGNOU is a Central university created by an Act of Parliament, therefore, is a 'State' within the meaning of Article 12 of the Constitution of India. I understand that furnishing of this certificate has the implication of submitting a certificate before a government authority. This certificate is issued after ascertaining the facts by the undersigned through relevant documents presented by the legal owner of this property and after physically visiting the premises.

Name of the Civil Engineer/Architect.....
Signature.....
Registration No.....
Date.....

*** The carpet area is to be calculated in accordance with the point no. 15 of the technical terms & conditions in Annexure-II of the tender document.**

Annexure-VII

FINANCIAL BID

Hiring of office building for IGNOU Regional Centre at-------

Name of the bidder: …….....
Status (Individual/HUF/PSU/Govt. Organization):
……
Whether owner of the property or PoA holder: …….
Address: …….....……
Contact No.: ….....E-mail ID….....
Address of offered Property: ….....
Whether standalone building or a multi-storey building:
Carpet area of property (in sqft.)…….. Plot area (in sqft.)…….....

Quoted rental charges per month/per square feet :

Description	Quoted rate per square foot/per month (Rupees in number and words)	Carpet area (in square feet)	Quoted monthly rent (Rs. in numbers &words) (2x3)	Monthly rent of the property per square foot as per DM circle rate* (certified copy to be enclosed).
1	**2**	**3**	**4**	**5**
Rental charges (all inclusive except GST) for the proposed building..	Rs…. (in words…)		Rs... (in words….)	Rs…….

* Certified copy from the office of District Magistrate/Dy. commissioner is required to be uploaded failing which financial bid will not be accepted.

Declaration

I declare that the particular given above are true. I have read the tender document carefully therefore submitting this financial bid after assuring myself/ourselves that I/we fulfil the conditions of the tender document. I have calculated carpet area of the building as prescribed in condition no.15 of the technical terms& conditions of the tender document. I agree to accept all the terms & conditions of the tender document.

Name & Signature

Seal, if any….

Date:…..