

Sl. No. \_\_\_\_\_

Date of issue \_\_\_\_\_  
Cost of Rs. 525/- (Rupees five hundred Twenty five only) deposited at  
**National Institute of Open Schooling Regional Centre, 10/1/H, Diamond Harbour Road, 2<sup>nd</sup> Floor, Kolkata-700027, West Bengal**  
vide Cash Receipt No. \_\_\_\_\_  
dated \_\_\_\_\_

OR

Deposited through Bank Draft No. \_\_\_\_\_  
dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn  
on \_\_\_\_\_ (name of the  
Bank) in favour of the Secretary, NIOS,  
Payable at Kolkata (to be attached  
with the Technical bid form)

Tender Document to be put in the Tender Box kept in National Institute of Open Schooling Regional Centre, 10/1/H, Diamond Harbour Road, 2<sup>nd</sup> Floor, Kolkata-700027, West Bengal

Last date and time for sale of Tender Form :  
**18<sup>th</sup> March 2016 upto 12 hours**

Last date and time for submission of Sealed Tender:

**22<sup>nd</sup> March 2016 upto 14.00 Hrs.**

Date & time for opening of the Technical bid:

**22<sup>nd</sup> March 2016 at 14.30 Hrs.**

**Venue for opening of Technical Bid(s):**

**National Institute of Open Schooling  
Regional Centre,  
10/1/H, Diamond Harbour Road,  
2<sup>nd</sup> Floor, Kolkata-700027,**



## National Institute of Open Schooling(NIOS)

(An Autonomous Institution under the Ministry of Human Resource Development,  
Deptt. of School Education & Literacy, Govt of India)

10/1/H, Diamond Harbour Road, 2<sup>nd</sup> Floor, Kolkata-700027, West Bengal

### TENDER FOR HIRING OF OFFICE SPACE ON RENT IN KOLKATA

National Institute of Open Schooling (NIOS) is an autonomous organization of the Deptt. of School Education & Literacy, Ministry of Human Resource Development (MHRD), Govt. of India. It provides education opportunities for Secondary and Senior Secondary levels and also for Vocational courses to persons who wish to study further and qualify for a better tomorrow. The mission of NIOS is to provide education to all with special concern for girls and women, rural youths, working men and women, SC and ST, persons with disability and other disadvantaged persons who for one or the other reason could not continue their education with the formal system. NIOS operates through a network of Twenty One (21) Regional Centres and One (1) Sub-Regional Centre and about Four thousand Accredited Institutions (AIs) commonly known as Study Centres in India. **NIOS IS THE LARGEST OPEN SCHOOLING SYSTEM IN THE WORLD**

NIOS invites offer from interested property owners to participate in the tender for hiring of office space of not less than 5000 sq. ft. on lease rent complete with all facilities including adequate power, water supply and ample parking space to accommodate at least 20 employees including other infrastructure such as Conference room, On Demand Examination Hall, Store room, Pantry, Toilets, Reception space, etc for a initial period of five years extendable on mutually agreed terms and conditions for further period of three years and so on. in two bid system in Kolkata for the establishment of its Regional Centre, Kolkata. Interested parties may submit their offer in sealed envelope addressed to the

Regional Director, National Institute of Open Schooling Regional Centre, 10/1/H, Diamond Harbour Road, 2<sup>nd</sup> Floor, Kolkata700027, West Bengal in the prescribed Proformae appended below at Annexure-I and II to be downloaded from NIOS website [www.nios.ac.in](http://www.nios.ac.in) OR <http://rckol.nios.ac.in> and put the same in the Tender Box kept at National Institute of Open Schooling Regional Centre, Kolkata at above address on the date and time specified above.

#### **GENERAL CONDITIONS:**

1. For offers of one floor only or two consecutive floors, Offices located in the basement or any combination thereof will not be considered.
2. Must provide minimum reserved parking space for 8-10 cars and 20-30 two wheelers as per specified norms of parking within the premises of the property.
3. Must provide pantry room with necessary platform, cupboard, etc to the satisfaction of NIOS.
4. Must provide atleast two toilets with urinals each for gents and ladies separately on each floor of the building. In addition, one toilet & one urinal attached to a room to be used for Regional Director's office.
5. The walls will be finished with POP/wall panelling/decorated and pleasant ceiling to the satisfaction of NIOS.
6. Must provide sufficient number of lifts in the offered building as per norms.
7. The electricity charges, telephone & Internet charges will be borne by the NIOS on actual consumption basis.

#### **ELECTRICAL FITTING & FIXTURES:**

- 1) Providing concealed wiring for power supply. At least 3 power supply with decorative receptable ( 5 + 15 amp) at all locations to the satisfaction of NIOS.
- 2) Providing wall mounted fans in cabins, rooms and other air-conditioned areas to the satisfaction of NIOS.
- 3) Providing proper earthing & lightning protection for the total building.
- 4) All other electrical works not specifically mentioned herein but requires to be provided to make the system complete to the satisfaction of NIOS be provided by the Bidder at its own cost.
- 5) Providing 1 + 1 LAN connection using Cat-6 Cable up to the respective rooms, cabins, cubicles and workstations and other related facilities to the satisfaction of NIOS.

## TERMS AND CONDITIONS:

Following will be the terms and conditions for hiring of the proposed building for Regional Centre, Kolkata.

1. The Bid will be submitted in two sealed envelopes under two bid system. First envelop should contain the **Technical Bid** in the format enclosed at **Annexure-I** accompanied with an EMD of Rs. 10,000/- (Rupees Ten thousand only) in the shape of Demand Draft in favour of Secretary, NIOS payable at Kolkata. The EMD of unsuccessful bidders will be refunded after the selection procedure of the building is completed and the EMD of the successful bidder will be refunded after taking possession of the building/space by NIOS Regional Centre, Kolkata. In case the successful owner of the property declines to offer the space, the EMD shall be forfeited. Original authorization letter of the Owner if the bid is submitted by a Broker, Layout Plan of the offered office space, documents in support of qualifying requirements and Deviation Statement, etc. All the bid papers should be duly signed and stamped on each page by the authorised signatory of the Bidder along with technical bid papers and second envelop should contain **Financial Bid** in the format enclosed at **Annexure-II**.
  - a) Both the Envelopes should be super-scribed in bold letters with the statements '**TECHNICAL BID**' or '**FINANCIAL BID**' as the case may be.
  - b) Finally, the above mentioned two envelopes should be sealed in a single cover and addressed to the **Regional Director, National Institute of Open Schooling, Regional Centre-Kolkata, 10/1/H, Diamond Harbour Road, 2<sup>nd</sup> Floor, Kolkata 700027 (WB)** super-scribed as '**BID FOR HIRING OF OFFICE SPACE ON RENT IN KOLKATA**' and must reach on or before the closing time and date indicated on top of this document.
2. In case the bid proforma downloaded from NIOS website, the bidder require to submit separate demand draft of Rs. 525/- in favour of the Secretary, NIOS, Payable at Kolkata (**to be attached with the Technical bid form**)
3. A Bidder can submit multiple offers for office space. However each such offer need to be submitted as a independent bid duly supported with the required document and requires submission separately.
4. The lease period will be 5 years and lock in period is 3 years. During the lock-in period of 3 years, NIOS alone can give notice for vacating office space after giving notice of 3 months. However, owner of the office area cannot give notice to NIOS to vacate the premises upto a period of three years. After the lock-in period of 3 years, either party can give notice to vacate the office area after giving notice of three months in writing.
5. The Lease Rent will be paid in advance latest by 10<sup>th</sup> of working month of the lease period or of the notice period as the case may be, day of the respective month against satisfactory services and submission of bills.

6. The rate for hired space should be quoted on the basis of "Per Sq. ft. area offered on rent to NIOS including all levies and taxes, i.e. land, water, sewage, property & commercial tax, maintenance charges and Service tax, etc. However, the rent invoice should show the applicable service tax separately.
7. The TDS as may be necessary by the prevalent law will be deducted from monthly rental bill. All taxes applicable on rent will be borne by the Bidder/Owner of the building.
8. Insurance of all the properties, equipment, furnishings and fitting owned by the Bidder and let out to NIOS will be arranged and born by the Bidder.
9. NIOS will pay the monthly electricity bill to the Electricity Provider for the same. If owner provides Sub Meter from its main source then NIOS will pay charges to him based on Sub Meter reading.
10. The building should be located on main road with easy access. It should be suitable, fit and approved for office use.
11. The owner will arrange for new paint, polish, make good the walls, ceiling, flooring, panelling, doors, windows of the premises and its furnishing and fittings, etc. before occupation by NIOS and thereafter, once in two years during lease period or extended lease period, at his own cost to the satisfaction of NIOS.
12. All major repairs such as leakage in Building and water pipes, cracks, other defects and electrical defects will be attended to by the owner at his own cost to the satisfaction of NIOS upon such defects being notified by NIOS.
13. NIOS will be the final authority for the operationalization of this lease contract and his decision in this regard including any dispute will be final and binding.
14. NIOS reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever and no claim whatsoever in this regard will be entertained by the NIOS. Further, NIOS will also not be responsible for any loss whatsoever sustained by the Bidder in this regard. Further, NIOS will be right to award the LOI to the other than lowest as it may deem fit as its sole discretion.
15. The approximate Carpet area required should be not less than 5000 sq. ft. The area should be preferably on 1 floor and in any case not exceeding 2 floors.
16. There should be sufficient space for parking of cars and two wheelers inside/around the building or nearby vicinity.
17. There should be concealed wiring for power supply, LAN connectors and telephone connections up to the respective rooms.
18. The area should have adequate power backup to provide for the entire normal load.
19. The area should have fire fighting equipments.
20. There should be availability of potable water.

21. The area should have adequate number of toilets for Ladies and Gents separately.
22. No brokerage, agency charges, service charges will be paid by NIOS.
23. The property should be located in a single building only.
24. The building should be termite and rodent proof.
25. All correspondence, agreement will be held directly with the Owner/Lesser of the property.
26. The area will have to be handed over to NIOS in complete readiness to occupy and start its operation immediately on finalization of the contract.
27. The short listing of successful party in technical evaluation will be done by a Tender Opening Committee constituted for the purpose based on the Site visit/presentation, etc.
28. Decision of the Tender Opening Committee will be final and binding. No further correspondence in this regard will be entertained by NIOS.
29. **The initial lease period will be for 05 (five) years and renewable on mutual consent for a further period of three years and so on.** The Contract can be terminated by either party, i.e., NIOS or the Owner of the property, by giving three month's notice, extendable by mutual agreement till alternate arrangements are made.
30. No advance Security Deposit will be paid by NIOS to the owner.
31. Lowest Rate, Accessibility, Ready to occupy and Suitability for Educational Institution will be given weightage.
32. Conditional offer will not be accepted.
33. Priority would be given to premises belonging to Public Sector Units/Govt. Departments/Public Financial Institutions. No Brokers please.
34. The successful Bidder will be required to execute the Lease Agreement on a Non Judicial stamp paper of Rs. 100/- with NIOS within 15 days of letter of Intent (LOI) in the format as may be provided by NIOS.
35. Cost of Stamp Duty and other administrative arrangements and expenses e.g. registration charges of Lease Agreement will be borne by the owner of the property.
36. In case the successful Bidder is awarded the letter of Intent (LOI) by NIOS, the Bidder will have to hand over the office space in a ready to move-in condition within 30 days from the date of issuing LOI.
37. Building/space offered must be free from all encumbrances, claims and legal disputes, etc. Bidder will also have to undertake to indemnify NIOS against any legal dispute or encumbrance.

38. Documentary proof of ownership of Building, payment of all taxes, Duties, Dues, Telephone, Water, Electricity charges, etc must be submitted along with offer document.
39. No brokerage, agency charges, service charges will be paid by NIOS. All correspondence will be made directly with the registered owner(s)/any agency authorised by the registered owner(s) of the property only as may be deemed necessary by the NIOS.
40. Required clearances for Lifts, Fire and Electrical Installation from the local bodies/Govt. Agencies will be furnished by the Bidder before entering into the lease agreement.
41. In case of any dispute, parties will resolve the dispute by mutual discussion within a period of 30 days failing which regular courts at Kolkata only will have the jurisdiction to adjudicate upon the matter.
42. The quoted rates should be inclusive of all taxes except Service tax. All taxes pertaining to the property will have to be borne by the owner of the property. TDS shall be deducted at source.
43. NIOS reserves the right to accept or reject any or all offers without assigning any reasons whatsoever. The decision of the NIOS will be final and representation of any kind will not be entertained in this regard. NIOS also does not bind itself to accept the lowest bid.
44. Permission for other than residential activities (educational) in the building will be allowed.
45. Spacious staircases not less than two must be available in the building.
46. The owner should have full authority to give the above premises on rent and the premises should be free from litigation and encumbrance.
47. Offers received after the due date of submission will not be entertained at all and automatically treated as rejected.
48. Any amendments(s)/corrigendum/clarifications with respect to this bid document will be uploaded on NIOS website i.e. [www.nios.ac.in](http://www.nios.ac.in) OR <http://rckol.nios.ac.in> only. The applicants should regularly follow up for any amendment/corrigendum/clarification on the NIOS website.

### **EVALUATION METHODOLOGY**

1. The technical evaluation will be based on the space, furnishing and amenities offered, floor layout, ambience aspects of the property such as approach road, nature of activities being carried out in the surrounding area, hygiene in the neighbourhood, etc and willingness to make necessary modifications/further furnishing as may be required by NIOS which can only be judged with the site visit and presentation meetings. Thus properties with unacceptable

amenities/ambience are liable to be rejected. Lowest Rate, Accessibility, Ready to occupy and Suitability for Educational Institution will also be given weightage.

2. It may be noted that the Second Envelop containing the Financial Bid will be opened only for those Property owners whose technical proposals are shortlisted by the Tender Opening Committee as per their technical evaluation. The decision of the Tender Opening Committee will be final and binding and no further correspondence in this regard will be entertained by NIOS.
3. Secretary, NIOS will be the final authority for the operationalization of this lease contract and his decision in this regard including any dispute will be final and binding.

## **ARBITRATION**

In case of any dispute between the owner of the property and NIOS arising out of or in relation to the agreement, the dispute shall be referred to a Sole Arbitrator to be appointed by the Chairman, NIOS and the decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996.

## **JURISDICTION**

The Courts of Kolkata will have jurisdiction over all legal disputes under this agreement.

Secretary

## TECHNICAL BID PROFORMA

## FOR HIRING OF OFFICE SPACE ON RENT IN KOLKATA

(To be submitted in a separate sealed envelop super-scribed 'Technical Bid')

SL.NO.	PARTICULARS	INFORMATION TO BE FURNISHED BY THE INTERESTED PARTIES
01	Name and address of the Owner(s) & Co-Owner(s) with the Mobile and Residence phone numbers and Email ID. (Original authorisation letter of the Owner if the bid is submitted by a Broker).	
02	Complete Address of the Building  Mobile Numbers, Residence Phone nos, Email Ids (attach a copy of Allotment letter of the property establishing the proof of ownership issued by the appropriate authorities as applicable.	
03	Year of construction of building	
04	Type of building Residential / Institutional/ Commerical	
05	Floor Plan/drawing demonstrating the total carpet area offered with details of all facilities	
06	Number of rooms & details of accommodation with layout plan of the building (attach a copy of the layout plan)	



07	Is the building ready for occupation, if no. how much time will be required for occupation.	
08	PAN of the property owner of the Building (attach a copy of PAN)	
09	Accessibility (Please mention actual distance in KM)  From Nearest Metro Station/Railway Station	
	From Nearest Bus Stand	
	From Nearest Post Office	
	From Nearest Main Road	
10	Size and Specifications  Floor	
	Carpet Area in sq. ft.	
	No. of Rooms	
	No. of Toilets (Ladies & Gents)	
	Any other Information	
11	Flooring (Vitrified/Wooden/Carpet, etc.)	
12	Provision for Toilets exclusively for the proposed area	
13	Whether adequate Fire Fighting Equipments have been installed in the building/proposed area.	

14	Canteen Service in the premises (Y/N) If yes then (Own/Outsourced)	
15	Other Specifications:	
	Availability of Electricity connection (Three Phase/ Single Phase)  Capacity of Electricity connection (KVA)	
	Whether Electric Fixtures and LAN Wiring is installed	
	Quantum of Power backup for the proposed area	
	Availability of Water Connection (Well/Bore Water)	
	Availability of Lift facility	
	Parking Capacity(No. of Cars)	
	Ready to occupy(Yes/No)	
	Whether plans are approved by Local authorities.	
16	Whether NOC from Local authorities obtained.  Please attach copy of occupancy certificate/completion certificate/functional certificate as per Building Regulation of concerned Authority or appropriate authority of the Govt.	

	Whether direct access is available from the main road.	
	Whether additions/alterations will be made in the premises as per requirement of NIOS.	
	Documentary proof of ownership of office space (payment of taxes, water bill, electricity charges, telephone bill must be submitted)	
17	Information regarding ambience of the property including approach roads, nature of activities being carried out in the surrounding properties, hygiene in the neighbourhood, etc. (Provide information on letter head separately)	
18	Amount of EMD	Bank Name: Demand Draft No. & Date: Amount: (Rs. 10,000/-) (Rupees Ten thousand only)

Certified that all the above particulars are true and correct to the best of my knowledge and belief.

I/We have full authority to give the above premises on rent and the premises is free from litigation and encumbrance.

I/We understand that NIOS reserve the right to accept or reject any or all the quotations without assigning any reason.

I/We have gone through the major conditions and tentative requirements of NIOS furnished above and agree to accept it.

**I/We also accept to adhere that the initial lease period will be for 05 (five) years and extendable on mutually agreed terms and conditions for further period of 3 years and so on.**

No advance Security Deposit will be paid by NIOS.

Signature:  
Name:  
Address:  
Telephone No.:  
Mobile No.  
E-mail ID  
Seal of the firm

ANNEXURE-II

FINANCIAL BID PROFORMA

FOR HIRING OF OFFICE SPACE ON RENT IN KOLKATA

(To be submitted in a separate sealed envelop super-scribed 'Financial Bid')

SL.NO.	DESCRIPTION	INFORMATION TO BE FURNISHED BY THE PARTY
01	Name and address of the Owner(s) & Co-Owner(s) with the Mobile and Residence phone numbers	
	Complete Address of the Building  Mobile Numbers, Residence Phone nos, Email IDs	
02	Total Carpet Area in sq. ft. to be given on rent	..... sq. ft.
03.	Rate Per Sq. Ft.	Rs. .... per sq. ft.
04	Rental Charges for the hired space inclusive all taxes, etc. per month	<u>In Figures</u> Rs. ..../- Per month  <u>In Words</u> (Rupees ..... ..... only)
05.	Service Tax, if any.	
Grand Total:-		

**NOTE:**

1. The above price quote is inclusive of all taxes and levies, land water, sewage, property & commercial tax, maintenance charges and Service Tax, etc. as applicable on the date of opening of Financial bid.

2. I/We have noted that the electricity charges will be paid by NIOS, based on the actual consumption of electricity and therefore, the electricity charges are not required to be quoted here.
3. I/We further noted that NIOS will not pay any brokerage amount for facilitating the requirement/finalisation of office space.
4. I/We have read all the terms and conditions of the tender document and confirm that all terms and conditions are acceptable to me/us.
5. I/We also represent that the Building/Office space offered by me/us is free from all encumbrances, claims and disputes, etc. and also undertake to indemnify NIOS for the loss whatsoever against any dispute, claim or encumbrances.

Date:

Place:

Signature:

Name:

Address:

Telephone No.:

Mobile No.

E-mail ID

Seal of the firm