



**CONTAINER CORPORATION OF INDIA LIMITED
(A Navratna Undertaking of Ministry of Railways)
Corporate office, C-3 Mathura Road,
Opposite Apollo Hospital,
New Delhi-110076**

**Notice Inviting Tender (NIT) for
Requirement of additional Office
space for expansion of Corporate
Office of CONCOR**

Notice Inviting Tender (NIT)

Sub:Requirement of additional Office space for expansion of Corporate Office of CONCOR

Container Corporation of India Ltd (CONCOR) is desirous of acquiring office space on lease basis for expansion of Corporate office. The requirement is of minimum 22,000 Sq ft. carpet area in a single building having a single owner or having ownership rights in one entity's name. The desirous location is preferably close to the Corporate Office of the Company i.e. CONCOR Bhawan, C-3, Mathura Road, New Delhi-110076. Detailed terms & Conditions are given at Section-I, Section-II & Section-III.

Tender in Two packet system i.e. (Technical & Financial) is invited for the hiring of Office space for shifting of Corporate Office of CONCOR.

| | |
|---|--|
| Tender No. | CON/EP/office space/ 2019 |
| Name of Work | Requirement of additional office space for expansion of Corporate Office of CONCOR. |
| Lease period | Five years. |
| Earnest Money Deposit | Rs.5,00,000,-/ (through DD, in favour of Container corporation of India ltd, payable at New Delhi) |
| Cost of Tender document Document (Non- refundable) | Rs 5,000/- (inclusive all taxes & duties through DD in favour of Container corporation of India ltd, payable at New Delhi) |
| Date and Time for purchase of tender | 01.02.2019 (11:30 hrs.) to 15.02.2019 upto 14.00 hrs |
| Last Date and Time of submission of tender | 16.02.2019 upto 15: 00 hrs. |
| Date and Time of opening of tender | 16.02.2019 at 15:30 hrs. |
| Place of submission & opening tender | Office of GGM/EC, Container Corporation of India Ltd., CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076. |

INDEX

Sub: Requirement of additional Office space for expansion of Corporate Office of CONCOR

| S.No | Description | Section | Page no. |
|-------------|---|----------------|-----------------|
| 1. | Instructions to bidder | Section – I | (4-6) |
| 2. | Terms and Conditions | Section – II | (7-11) |
| 3. | Evaluation Process Criteria | Section – III | (12-13) |
| 4. | Evaluation Criteria-Building Parameters | Annexure-I | (14-17) |
| 5. | Declaration | Annexure-II | (18) |
| 6. | Price Bid | Section-IV | (19) |

A. Instructions to bidders:

1. The tender offer can be obtained from 11:00 hrs., on 01.02.2019 to 14:00 hrs. on 15.02.2019 from the office of GGM/EC, CONCOR Bhawan, C-3, Mathura Road, New Delhi-110076. The tender document can also be downloaded from the CONCOR's website www.concorindia.com. Duly filled and signed complete tender offer should be submitted either by speed post, courier or in person so as to reach this office on or before 15:00 hrs. on 16.02.2019 positively. The Technical Bid (Bid-I) of tender offers will be opened at 15:30 hrs. on the same day i.e. on 16.02.2019. Tender offer received after due date & time shall not be considered for opening.
2. Delayed offer/ late offer shall not be opened and will be summarily rejected.
3. Tender offer without tender fees and EMD will be summarily rejected.
4. Lease charges shall be paid at the fixed rate at the beginning of each month or as per the Lease Agreement entered into, with the Bidder on the terms & conditions mutually agreed.
5. Bidders have to keep their offer valid for a period of 60 days from the Date of Opening of tender.
6. In case of unavoidable circumstances, CONCOR may request the bidders for further extension of validity period beyond 60 days from the Date of Opening of tender. The bidder is free to give his willingness for the same, in case bidder is unwilling to extend the validity period then the bid will be considered as withdrawn and will not be evaluated further.
7. The Bid for tender will be submitted in two packet system (one packet for technical bid and another for price bid) as under :-

(a) TECHNICAL BID -

Interested parties should submit the complete tender document, including Annexure– I & II duly filled in and signed at the bottom of each page, as token of having accepted the terms and conditions. These documents as

well as additional information and the documents called for in tender should be sealed in an envelope superscripted as **“TECHNICAL BID DOCUMENT FOR OFFICE ACCOMMODATION OF CONTAINER CORPORATION OF INDIA LTD.”**

(b) PRICE BID

Price bid Offer for monthly rent as well as total annual charges and total charges for 05 years period strictly as per Section-IV, shall be put in second envelop duly sealed and superscripted as **“PRICE BID FOR OFFICE ACCOMMODATION OF CONTAINER CORPORATION OF INDIA LTD.”**

Both these envelops (i.e. Technical Bid envelop & Price Bid envelop) should then be put in separate cover/envelop. This third cover/envelop should be sealed and bear superscription as **“TENDER FOR OFFICE ACCOMMODATION OF CONTAINER CORPORATION OF INDIA LTD.”**

8. The decision of the CONTAINER CORPORATION OF INDIA LTD. to finalize the offer shall be final and cannot be challenged.
9. Bidders shall furnish complete details in the Proforma as given in Annexure –I & Annexure II with supporting documents in the Technical Bid.
10. In case, CONCOR decides to hold negotiation for reduction of charges, bidder cannot increase the charges already quoted in the Price Bid. Such negotiations shall not amount to cancellation or withdrawal of original offer and rates initially quoted shall be binding on the bidder.
11. One bidder can give offer for only one property. Bidder is the entity who has title deed i.e. proof of original owner/lease holder/power of attorney holder of the building/property offered to CONCOR of the proposed office space in their name and there should be all requisite permissions in place to use the said space for official use at the time of lease agreement and there should not be any restrictions to lease out the property.
12. In case of co-owners/joint owners, the Technical bid & Price bid should

be signed by all the co-owners/joint owners. In case any one of the owner(s) chooses to sign the tender documents and submit the offer in this tender he should invariably submit an authorization to do so from the remaining owners.

Section - II

TERMS AND CONDITIONS:

1. Bidder has to give undertaking that there is no deviation on all the clauses of the NIT.
2. The bidders have to furnish photocopy of the Title Deed of the Property along with proof of identity of the owner. In support of same, copy of PAN card, Certificate of Incorporation/Registration, Memorandum & Articles of Association, Partnership deed as may be applicable has to be submitted.
3. The successful Bidder will be declared as 'the Lessor' which means and includes not only the Bidder but also his legal heirs, successors, successors in office, legal representatives.
4. Any change in the ownership of the premises shall be notified forthwith by the lessor to the lessee in writing and such change shall not relieve the succeeding owner of liabilities under this lease agreement. The succeeding owner shall be bound by all the terms & condition of the tender and the lease agreement between the bidder and CONCOR. He should furnish a deed of adherence to tender conditions and CONCOR's Lease agreement with Lessor at the time of acquiring the said space. The lessor shall inform in advance before change of ownership and entering into agreement.
5. Requisite documents from the statutory authority that the Building is for Institutional (Office)/ Commercial use must be submitted by owner/lessor at the time of lease agreement.
6. Office space of minimum 22,000 sqft carpet area should be available in a single building. The building must have at least two nos passenger elevator/lift.
7. Residual Life of the Building: Bidder shall submit a certificate from the Government registered/authorized structural Engineer regarding

residual life of the offered building alongwith tender document. The residual life of the building should not be less than 15 years.

8. The tender will be acceptable from the original owner/lease holder/power of attorney holder of the building/property. The lease deed would however be executed by the original owner/lease holder. The lease deed would be executed after the verification of original documents of the Lessor by Container Corporation of India Ltd.
9. The lease rental shall be subject to TDS as per the provisions of the Income Tax Act/any other Statutory Body in force. The GST element on the Lease and maintenance charges if applicable shall be in addition to amount quoted in Section-IV and shall be paid by CONCOR once a valid tax invoice is furnished by Lessor.
10. Container Corporation of India Ltd. reserves the right to shortlist any offer or reject any offer or cancel the tender altogether without assigning any reason. The decision of the CONCOR will be final and cannot be challenged.
11. Day-to-day maintenance of premises shall be done (external as well as internal area) by the lessee for which owner should not have any objection. The lessor shall arrange for required electricity power, provision of water supply to lessee as per the requirement of the lessee during the lease period. The monthly charges for the same shall be borne by lessee.
12. The building should be in ready to use condition. The Lessor should certify that the space offered is vacant and is in ready to use condition. Internal modification in the proposed office space will be done by lessee as per their requirement.
13. Overwriting, alterations, if any, in the document should be duly signed by the authorized signatory.
14. Possession of the accommodation in neat and clean condition will be handed over to Container Corporation of India Ltd. within 60 days from the date of signing the lease agreement.
15. Bidders have to fill up the required information in Annexure-I and

provide supporting documents, wherever sought/ applicable

16. Authorised signatory of successful bidder shall be required to sign agreement with the designated authority in Container Corporation of India Ltd., in accordance with the provisions of the law applicable. The agreement shall be signed initially for a period of five years and may be extended for further two + two year or more period and/or additional space with Mutual Consent at mutually agreed terms & conditions. Any additional space required during the lease period including in extended period may be taken at mutually agreed terms & conditions. There shall be no escalation clause for the first 5 year period.
17. All existing and future taxes relating with property taxes, assessment charges and other outgoings whatsoever of description in respect of the said premises payable by the owner thereof, shall be continued to be paid by the lessor.
18. Container Corporation of India Ltd. shall pay charges in respect of electric power, water, etc. used on the said premises during the lease period and payment will be done for actual charges directly to the authority or Lessor.
19. Lease Agreement shall be for five years and the entire period shall be Lock-in period for both Lessee and Lessor during which the lease shall not be terminated by either party, except in the condition where both the parties agree to do so mutually.

20. **LOCK-IN PERIOD**

A period of 05 (Five) years from the effective date shall be the lock-in period (hereinafter referred as "Lock-in Period") wherein the Lessee & the Lessor shall not have the option, right and liberty to terminate the Agreement. Notwithstanding anything contained herein, the Lessee & the Lessor confirms and affirms that in the event the Lessee or Lessor terminates this Agreement unilaterally prior to the expiry of the Lock-in Period, the Lessee or the Lessor, who terminates the agreement during the Lock in Period would be liable to pay to the other party the Lease Rent and such other financial out-

going, for the balance duration of the Lock-in Period.

21. **Earnest Money Deposit(EMD)**

EMD of Rs.5,00,000/- (Rupees Five Lakhs only) through Demand Draft in favour of Container Corporation of India Ltd. payable at New Delhi is to be submitted along with tender documents. Earnest money of all bidder will be refunded after issuance of LOA. In case the contractor fails to sign agreement even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work.

22. **SECURITY DEPOSIT**

Lessor shall be paid Security deposit equivalent to six month lease rent after acceptance of LOA by owner/lessor. The same will be refunded by lessor after completion of lease agreement period without any interest.

23. **INSURANCE OF BUILDING**

The Lessor will obtain comprehensive insurance policy of entire building/floor leased out to CONCOR including natural calamities, third party insurance, lift, fire etc.

24. **FORCE MAJEURE**

If at any time during the subsistence of this Lease the Demised Premises are damaged or destroyed by fire, storm, flood, tempest, earthquake, enemies, war, riot, civil commotion or any other irresistible force, act beyond the control of the Lessee or natural calamity so as to make the same unfit for use or occupation for the Lessee then in that event the Lessor shall arrange at its own cost the restoration of the building to its original condition within a mutually agreed reasonable time so that the same can be used by the Lessee smoothly. No lease rent shall be payable for the period, when the premises could not be used by the lessee i.e. the period during which

the premises remained in damaged condition and is under restoration by the Lessor. In case the premises are not restored by the Lessor within a reasonable time to its original condition, the same may be restored by the Lessee at its own cost which will be recovered from the lease rent payable to the Lessor, alternatively in such a situation the Lessee shall have the option to terminate the lease without any financial implication on either side.

25. **ARBITRATION**

Dispute or difference arising under these conditions or instructions of tender' or in connection with this contract the same shall be referred to Delhi International Arbitration Centre New Delhi. Arbitration rules governing to this effect shall be in accordance with Delhi International Arbitration Centre

26. All judicial proceedings will be in Court of Delhi.

EVALUATION PROCESS/ CRITERIA

1. Offers received against the NIT shall be processed in two parts. All information and documents furnished in response to this invitation including Annexure – I & II shall be deemed to be a technical offer.
2. Bids shall be summarily rejected under following conditions:-
 - i. The replies to the aspects marked “*” in Annexure -I if found “NO” and/or documents as asked therein are not provided. No deviations on the aspects marked “*” are acceptable.
 - ii. In the event prices are indicated by the Bidder in the Technical bid document(s).
 - iii. Validity period is less than 60 days from the date of opening of tender.
3. After opening of the Technical Offer, Technical Evaluation Committee (TEC) will evaluate the offers. TEC is free to seek clarifications on the documents submitted or otherwise during the evaluation. The bidder is bound to clarify/ submit any requisite documents within the stipulated time. The Committee may seek such clarification either by letter/ email/ fax etc. Eligible bidders will be shortlisted on the basis of tender Terms & Conditions.
4. Tender Evaluation Committee (TEC) will visit the offered spaces to verify the technical requirement of the office space, if necessary. TEC will give one day advance notice to all the bidders for arranging the visit at the designated time. The Committee, while visiting the premises, may seek such clarifications and information as it may deem fit at its discretion and the bidder is bound to provide the same to the satisfaction of the Committee. All bidders have to organize the visit and clarify all the queries/observations of the Committee and in case the same is not arranged within the stipulated time given by the Committee, the offer of the bidder shall be summarily rejected. CONCOR reserves the right to reject any or all Bids which are not found suitable to its requirement.
5. On the basis of evaluation criteria as mentioned in Anneuxe-I, bidders will be qualified for opening of their Price Bid. The successful bidders

will be intimated about opening of the price bid through letter/ email/ fax etc. one calendar day in advance.

6. The **“Price bid for office accommodation for Container Corporation of India Ltd”** of the selected technical offers only will be opened. Bidders/ their authorized representative may attend the opening the Price Bid.

In case of difference in the numerical figures and words for the rate quoted then the words will prevail over numerical figures.

Evaluation Criteria – Building Parameters

1. Name of Person / Bidder holding Title to the Property:
2. Nationality of the Owner :
3. Full Postal Address of Property offered on Lease with PIN code :
4. Total Carpet Area in Sqft. available for Office Space:
5. Contact Details Name :
 Mobile No:
 Fax :
 E-mail :

| SN | Description | Reply By the Bidder | Supporting documents enclosed/Remarks |
|-----------|--|----------------------------|--|
| 1. | * Proposed building is free from all Encumbrances, Claims, Litigations | YES / NO | |
| 2. | * All Govt dues, (property) Taxes Electricity, Telephone, Water Bills are Paid up as on date of tender with supporting documents to be annexed. | YES / NO | |
| 3. | * Copy of Title Deed & proof of original owner /lease holder/power of attorney holder of the building/property/offered building to CONCOR with supporting documents to be annexed. | YES / NO | |

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|----|--|--------|--|
| 4. | * Distance from Corporate Office within 5 kms. Google map to be annexed as a supportive document. | YES/NO | |
| 5. | * The entire office space offered has to be in a Single Building having minimum carpet area of 22000 sqft. available for provision of Office Space. Certificate from Registered Architect as a supportive document to be annexed for this. | YES/NO | |
| 6. | * Building Exclusivity– | | |
| | The entire building should be exclusively for the use of CONCOR only. | YES/NO | |
| 7. | * The proposed office space/building should have exclusive minimum 50 nos. car parking (preferably in basement area). | YES/NO | |
| 8. | * Lease Period of 05 years availability for the office building | YES/NO | |
| 9. | * Lift/Elevator | | |
| | <ul style="list-style-type: none"> • Minimum 02 Nos. of passenger elevators are available | YES/NO | |
| | <ul style="list-style-type: none"> • License from concerned statutory authorities as are applicable for lift(s) in such building supportive document to be annexed. | YES/NO | |

| | | | |
|-----|---|---------|--|
| 10. | * Fire Protection System <ul style="list-style-type: none"> The fire fighting system for the entire building including parking floors shall be available at the time of lease agreement. | YES/NO | |
| | <ul style="list-style-type: none"> Fire No Objection Certificate (NOC) from the statutory bodies is available or not for the entire building. Supporting documents to be annexed. | YES/NO | |
| 11. | * Supply of electricity | | |
| | <ul style="list-style-type: none"> Sufficient wiring and meters are available exclusively for the office space offered | YES/NO | |
| 12. | * 24 Hrs Water Supply Available. | YES/NO | |
| 13. | * offer office space is air-conditioned. | YES/ NO | |
| 14. | * Furnishings | | |
| | Alteration/provision for partition/cabins/fittings etc other than structural changes is permitted to CONCOR. | YES/NO | |
| 15. | * Copy of PAN No. of original owner of premises and of the lessor. Copy to be annexed. | YES/NO | |
| 16. | * Power of Attorney/ Authorisation to the authorized signatory for | YES/NO | |

| | | | |
|-----|--|--------|--|
| | submission of tender etc. Copy of Certificate / Power of Attorney/ Authorisation be annexed | | |
| 17. | *Stamp Duty for Registration of the Lease Agreement has to be shared Equally by Lessor and Lessee. | Yes/No | |
| 18. | Other Information which the Intending Bidder wishes to furnish. Details may be given at the remarks column | | |
| 19. | *Residual Life of the Building: A certificate from the Government registered/ authorized structural Engineer regarding residual life (minimum 15 years) of the offered building is Annexed | YES/NO | |
| 20. | * EMD of Rs.5,00,000,- (through DD, in favour of Container corporation of India ltd, payable at New Delhi) | YES/NO | |
| 21. | * Cost of tender document of Rs 5,000/- (inclusive all taxes & duties through DD in favour of Container corporation of India ltd, payable at New Delhi) | YES/NO | |

Legend:-

*** The replies to these aspects, if found“NO” and/or documents as asked are not provided, then the BID shall be summarily rejected. No deviations on these aspects are acceptable.**

DECLARATION

I/We, hereby offer the premises stated in the Annexure I (Questionnaire) for lease to the CONCOR. Whatever is stated in the Offered Bid of tender document is factually correct. I have not changed the contents of the tender document and have duly verified and signed the same.

Yours faithfully,

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

PRICE BID

Name of Owner/Lessor :

Address of Property Offered :

Area of the Property Offered :

| Sl.No. | Brief Description | Rate (in Rs. per month) |
|--------|--|----------------------------|
| 1 | Monthly charges to be paid by CONCOR for the said property per month for a period of (05) five years. (Excluding the Taxes as applicable). Note: The rate offered will be fixed for a initial period of (05) five years. No escalation will be applicable on it. | |