

**JERC'S CLARIFICATIONS ON THE ISSUES RAISED BY THE  
PROSPECTIVE BIDDERS DURING THE PRE-BID MEETING  
HELD ON 27/07/2021 IN RESPECT OF TENDER FLOATED BY  
JERC FOR HIRING OFFICE SPACE**

S. No	Query	Reply
1.	<b>The Executive Centre, Bharti, AERO City, N.Delhi</b>	
	<p>Whether the term of rental contract for 5-years as indicated in the Tender Notice may be read as the 'lock-in-period'?</p> <p><i>[Ref. Tender Notice dated 20.07.2021]</i></p>	<p>In this regard, it is noteworthy that normally lease agreement is for a longer duration and the lock-in period is a part of the period that commences from onset of the agreement to indemnify the losses to the lessor lest lessee terminates the lease agreement pre-maturely.</p> <p>Commission may consider a lock-in period of 5 (five) years may be considered, subject to certain conditions to safeguard the interests of the Commission which shall be defined in the agreement to be signed with the successful bidder.</p>
2.	<b>EROS SQUARE, SEC 49, GURUGRAM</b>	
(a)	<p>Whether the conditions laid down as regards centralized air-conditioning shall be flexible or otherwise?</p> <p><i>[Ref. Clause 6 of Part-I of the tender document]</i></p>	<p>The Chair considered that most of the modern buildings built before COVID-19 pandemic were centrally air-conditioned. However, post-COVID-19 pandemic circumstances, it is advocated to ensure suitable cross-ventilation at workplace, as per the latest Government guidelines, to mitigate the threat of spread of CORONA virus from personal interactions during attending duty in office. Hence the Commission shall prefer premises having suitable cross-ventilation in the wake of the severe health concerns.</p>
(b)	<p>Whether the condition laid down as regards attached washrooms to certain number of cabins will be flexible or otherwise?</p> <p><i>[Ref. Clause 12 of Part-I of the tender document]</i></p>	<p>The condition of attached washrooms as mentioned in the tender is essential.</p>
3.	<b>AIPL LIMITED, GURGRAM</b>	
	No query was raised by them	

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4.	<b>RALLI GROUP OF COMPANIES</b>	
(a)	<p>The Commission may clarify the scope of the “location of the premises to be offered on rent should be in the NCR of Delhi within a radius of 20 kms...” clause in the tender document. Whether the term NCR would include locations like Sonipat, Rohtak etc.?</p> <p><i>[Ref. Clause 2 of Part-I of the tender document]</i></p>	<p>It is clarified that the location of the premises to be offered on rent should be in the NCR of Delhi, i.e. in Delhi, Gurugram and such areas that fall within a radius of 20 kms moving towards Delhi from the present Office at Plot No. 55-56, 3rd&amp; 4thFloor, Udyog Vihar, Phase –IV, Sector-18, Gurugram.</p> <p>However, to increase the scope flexibility of the tender, the radius of 20 kms from the present location at Gurugram towards Delhi is being increased to 25 kms.</p>
(b)	<p>Whether the Commission shall be flexible on the condition laid down regarding preference for single floor or maximum two consecutive floors, if the bidder offers the desired area across three floors in an independent building?</p> <p><i>[Ref. Clause 4 of Part-I of the tender document]</i></p>	<p>The Commission will not consider premises on more than two floors. However, it shall prefer premises on single floor.</p>
(c)	<p>Could the Commission indicate DG set charges at the tender stage itself? Due to fluctuations in the diesel rates, can the bidder indicate their rates at the Tender stage?</p> <p><i>[Ref. Clause 5 of Part-I of the tender document]</i></p>	<p>It was clarified that there is no need to quote electricity rates with DG sets at the tender stage. Final details will be worked out with the successful bidder only.</p>
(d)	<p>Who shall bear the cost of the repair and maintenance of the premises and furniture, fixtures and fittings that shall be provided by the successful bidder as a part and parcel of the fully furnished office space?</p>	<p>It was clarified that repair and maintenance of the premises, furniture, fixtures, and fittings of the landlord will be borne by the landlord only.</p> <p>The cost of repair and maintenance of the common area will also be borne by the landlord only.</p>

	Can the bidder indicate the charge per sq. ft. towards cost of furnishing separately from the charge per sq. ft. towards monthly rent?	No.
<b>S. No</b>	<b>Query</b>	<b>Reply</b>
	Can the bidder indicate the charge per sq ft towards monthly rent on super area if the cost of repair and maintenance is to be afforded by the landlord?	The Commission will consider the carpet area only.
(e)	How much space for watch and ward staff is desirable? <i>[Ref. Clause 7 of Part-I of the tender document]</i>	Reasonably sufficient dedicated space may be available to be earmarked for the sitting of the security guard and housekeeping staff of the Commission.
(f)	It is mentioned that the building should have two modern lifts out of which one lift should always be available for the exclusive use of the staff of JERC. Whether the Commission shall be flexible on the lift clause as it may not be feasible to dedicate one lift entirely for the staff of JERC in case the office space on offer is a huge building accommodating many other offices? <i>[Ref. Clause 9 of Part-I of the tender document]</i>	<p>The clause indicates the preference of the Commission on the matter. The preference is laid down to ensure smooth, safe, and stress-free movement in and out of the building.</p> <p>By modern lifts, it is desired that the lifts installed are reasonably recent and not the Manual Shutter Door Elevators or such old technology-based lifts.</p> <p>Further, the Bid Evaluation Committee shall examine all such issues and take a final decision in overall perspective and may relax the condition of exclusivity so long as the condition is rendered infeasible due to the size and occupancy of the office building on offer and there are more than one modern lifts of suitable capacity.</p>
(g)	It is desired that the staircase of the building should be at least 6 feet wide or as per safety norms, whichever is more. Can the condition be relaxed if the staircase is less wide, say 4 feet wide, but constructed with due approval of the concerned MCD/ public authority, upon ensuring the safety norms? <i>[Ref. Clause 10 of Part-I of the tender document]</i>	The criterion indicates the preference of the Commission and shall be as provided in the Tender document.

(h)	<p>Number of Cubicles/ workstation and exact area of the cabins has not been mentioned.</p> <p><i>[Ref. Clause 12 of Part-I of the tender document]</i></p>	<p>The specific details as regards the dimensions of the cabins, cubicles, moving area etc. shall be decided and shared with the successful bidder being subjective to the specific particulars of the property shortlisted.</p>
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(i)	<p>All the eligible tenderers are required to furnish the original documents and one certified copy of the Title Deed / Lease deed of the Property. It is for clarification whether the condition shall be relaxed in case the property is against loan and original documents are mortgaged with Bank?</p> <p><i>[Ref. Clause 15 of Part-I of the tender document]</i></p>	<p>The condition is to safeguard the Commission 's interests and avoid any untoward/ awkward circumstance(s) arising out of hidden/ ambiguous facts, viz. title dispute on the property etc.</p> <p>The Bid Evaluation Committee shall examine such technical aspects and may demand visit to the bank concerned with the deputed representative of the successful bidder for viewing the papers of the property.</p>
(j)	<p>Could the commission declare the techno-evaluation criteria and weightage to be attached to each condition laid down in the tender document?</p> <p><i>[Ref. Clause 16 of Part-I of the tender document]</i></p>	<p>The Bid Evaluation Committee shall examine all the technical aspects and adherence to the conditions laid down in the tender document. The specifications of the Commission are documented in Part I of the document including Annexure-3 and Annexure-4.</p> <p>It will be up to the Committee to decide on the techno-evaluation criteria and weightage to be assigned to each condition/ criterion subsequent upon gauging the various options that present themselves before the Commission,</p>
(k)	<p>Whether the Commission may consider reducing the EMD?</p> <p><i>[Ref. Clause 19 of Part-I of the tender document]</i></p>	<p>It will not be possible to reduce the EMD from five lakhs to discourage participation of the non-serious bidders.</p>
(l)	<p>Whether the Commission may consider extension of date of opening the bids?</p>	<p>The Commission as of now does not intend to extend the date of opening bids. However, if it extends the date, the same shall be notified on the website. So all bidders are requested to keep a watch on the notices published in the website from time to time.</p>

(m)	<p>What is PERT chart? Whether the Commission will follow any timelines for sanctions/ approvals for layouts etc? <i>[Ref. Clause 24 of Part-I of the tender document]</i></p>	<p>PERT chart stands for Program Evaluation Review Technique, which is a methodology adopted in all projects for operations management. The PERT chart will entail listing out exhaustive list of activities to be completed by the successful bidder in coordination with the Commission with timelines in days indicated against each. The activities will include laying down proposals before the Commission and conveyance of approval/ sanction of the Commission. So, the PERT</p>
S. No	<b>Query</b>	<b>Reply</b>
		Chart will serve as a useful tool to get the delivery of the office space in a timely manner.
(n)	<p>Who shall bear the cost of the repair and maintenance of the loose furniture that shall be provided by the successful bidder as a part and parcel of the fully furnished office space?</p>	<p>It was clarified that repair and maintenance of the furniture, fixtures, and fittings, including loose furniture, provided by the landlord will be borne by the landlord only.</p>
(o)	<p>What does “the inner office space” signify in clause 2.4 of Annexure IV?</p>	<p>“Inner office space” means all the common space within the boundary walls of the building.</p>
(p)	<p>The Commission may consider that the successful bidder may raise the invoice for monthly rent from Income Tax point of view in terms of rates bifurcated into (I) building rent and (II) reimbursement of furniture, fixtures, and fittings etc.</p>	<p>The Commission does not agree to the suggestion.</p>

## **AMENDMENTS BEING MADE IN THE EXISTING TENDER**

### **(A) Part I: Sno. 1**

JERC revises its requirement of office space from 15,000 to 18,000 square feet of carpet area to 12,000 to 15,000 square feet of carpet area. However, the Bid Evaluation Committee shall examine this issues and take a final decision in overall perspective keeping in mind the other relevant factors.

### **(B) Part I: Sno. 2**

The location of premises to be offered on rent should be in NCR of Delhi within a radius of 25 km instead of existing 20 km towards Delhi from the present office at Plot No. 55-56, 3rd& 4thFloor, Udyog Vihar, Phase –IV, Sector-18, Gurugram.

## **NEW ADDITION IN THE EXISTING TENDER**

In case of any dispute arising regarding the meaning/ interpretation of the terms and conditions or any of the clauses/ part of the tender document, the interpretation of the JERC shall be final and binding.

Conditional Price Bids shall not be accepted and summarily rejected.