

NATIONAL PENSION SYSTEM TRUST B-302, 3rd floor, Tower-B, World Trade centre, Nauroji Nagar, New Delhi -110029

Request for Proposal (RFP) for Office premises required on leave & license/lease basis

Table of Contents

1. Introduction
2. Commercial Terms and conditions
3. Procedure for selection of the premises5
4. Instructions / Guidelines for submitting the offer6
Annexure-I (Format for Declaration)
Annexure-II (Financial Bid Submission Form)11
Annexure-III (General Terms & Conditions 13
Annexure-IV (Checklist)17

1. Introduction

- 1.1 The National Pension System Trust (NPS Trust/Trust) is established by Pension Fund Regulatory and Development Authority (PFRDA/Authority) as per the provisions of the Indian Trusts Act, 1882 for taking care of the assets and funds under the National Pension System (NPS) and other schemes as authorised by PFRDA in the best interest of the subscribers. The powers, functions and duties of NPS Trust are laid down under the PFRDA (National Pension System Trust) Regulations 2015 & its subsequent amendments, besides the provisions of the Trust deed dated 27.02.2008.
- 1.2 NPS TRUST intends to acquire premises on leave and license/lease basis at New Delhi as per the following major key requirements:
 - (i) Location: In or within 10 km radius of World Trade Centre, Nauroji Nagar, South Delhi;
 - (ii) Area: Carpet area of around 10,000-15,000 sq.ft (preferably on single floor);
 - (iii) Proximity to metro station/other public transport facility (hub);
 - (iv) The space should be available in a commercial building/Real estate Park facing a main road and interior fit-outs should be fully completed with conference hall, Cabins, Cubicles, electrical fittings, sanitary fittings with compulsory lifts, back-up power, DG set, firefighting installations etc.,
 - (v) A-Grade building standard (Building should preferably not be more than 30 years old)
 - (vi) Adequate parking facility for four wheelers & two wheelers specifically reserved for NPS Trust;
 - (vii) The office space should have a similar layout as per the requirement prescribed in Paragraph 4 (vi) of this document;
 - (viii) The space should have all local authorities and other statutory approvals for use as office premises and should be ready for immediate possession;
 - (ix) All the statutory taxes shall have been paid till the date of bid submission.
- 1.3 Interested parties must send their offers **in two separate sealed envelopes**.
 - (i) **Envelope I** shall contain the details regarding the property i.e., the name of the building, ownership details, area of the premises, location, site plan, floor plan, super built-up area and carpet area of the space, parking details, distance from metro station/other public transport facility (hub), in case already occupied, time required for handing over the vacant and habitable premises, copy of the approved plan by the local

authorities, broad specifications of the space/building and other terms and conditions relevant to the premises **other than proposed rental rates. It should also contain the details as mentioned in the other sections of the tender document.**

- (ii) **Envelope II** shall contain only financial details (rental details) i.e. the rent for the premises offered and other financial implications, if any, in the format enclosed as Annexure-II.
- (iii) All the rental payments shall be made by cheque /electronic transfer only and **no brokerage shall be paid by NPS TRUST.**
- (iv) Both the above mentioned sealed envelopes (envelopes marked I & II) should be placed in another envelope to be sealed and super scribed as "**Offer for office premises on leave and license / lease basis**" and should be sent to "The General Manager (Administration), NPS Trust, B-302, 3rd floor, Tower-B, World Trade centre, Nauroji Nagar, New Delhi -110029" within 21 days from the date of publication of this advertisement.
- (v) A duly constituted committee of NPS Trust will examine the bids (technical bid details contained in the envelope-I) and financial bids of only those bidders found suitable by the committee will be opened.

2. Commercial Terms and conditions

- 2.1 By submitting the offer, it shall be presumed that the owner has permitted NPS TRUST or its representatives, with prior appointment to inspect the property offered as well as property documents and to carry out the measurements, valuations thereof.
- 2.2 The owners of the shortlisted properties should be able to provide a certificate signed by duly authorised signatory to the extent that they are the owners of the property and they have the right to lease/license out the said premises offered to National Pension System Trust. The owners should also produce all approvals from statutory authorities to make use of the offered premises as office premises. Preference would be given to the suitability of location of the premises, better maintained buildings, having good view, sufficiently ventilated and have natural lighting, etc. Similarly, premises in comparatively new buildings with better amenities like lift(s), backup power/ DG set, firefighting installations, Premises

owned by Public Sector Enterprises / Government undertakings in South Delhi/Central Delhi, would be preferred. Preference of the above mentioned criteria would be decided by the NPS Trust and same would be binding on the participants.

2.3 The premises shall be leased/licensed out to NPS TRUST for at-least two terms of three years lease/license each, i.e. initial lease/license period of three years and further renewal for another three years.

- 2.4 The interested owner shall quote the amount of lease/license rent and maintenance charges payable, if any, separately in the financial bid (envelop-II). The various heads for the maintenance charges, if any, shall also be clearly indicated and charges thereof should also be separately mentioned. The lease/license rent for the initial three year period and for the renewal after three year period should also be mentioned in the financial bid. Revision of rate of rent, if any, shall be considered after the expiry of three years from the start of the lease/license (first term) provided that such revision shall not exceed 15% of the existing rent payable during first term.
- 2.5 The lease/license may be extended for further period of three years after completion of two three-year period as mentioned above on the same terms and conditions with revision of rent as per mutual consent not exceeding 15% for next term of the lease/license.
- 2.6 The owner/landlords shall cabins/partitions, have to provide conference/meeting room(s), stationery room, record room, toilets, canteen etc., as per Trust's requirement/ Trust's plan and make modifications/alterations in the premises if so desired by the Trust at his/her own cost before handing over possession to NPS Trust. NPS Trust shall initially require approximately 10-15 cabins, 5-10 cubicles, and 40-50 workstations, one large conference room with sitting capacity of around 40 persons, Pantry and Server Room with proper & adequate electrical, LAN and telephone cablings and all other amenities. Detailed plan thereof shall be discussed and shared with the successful bidder. Permission/approvals required, if any, regarding additions/alterations/ modifications of the premises shall be obtained by the owner /landlords at his/her own cost from the concerned local authorities. Additions/alterations shall be required to be made within one month of approval but before possession.
- 2.7 The lease/license agreement can be terminated only by NPS TRUST during the initial period of three years by giving six months' advance notice. The lease/license period can be terminated by giving three months' notice by either party during the second term of the lease/license period (i.e., between the fourth year to the sixth year) or any extended lease/license period.

- 2.8 The offer/bid has to mention the carpet area and the super built-up area clearly. The break-up of the super built-up area indicating the areas covered shall also be mentioned in the offer/bid.
- 2.9 The lease/license rent shall be paid in advance within 7 working days from the date of invoice which shall be raised every month. All minor repairs inside the premises would be done by the lessee. The major, structural and outside repairs, if any, would be carried out by the lessor.
- 2.10 Any approval /permission /NOC required for leasing out the said premises shall be obtained by the lessor and provided to the lessee.
- 2.11 It may be noted that NPS TRUST reserves the right to reject any or all the offers without assigning any reasons whatsoever.
- 2.12 In case of request by the lessor an advance rent of up to three months shall be payable by the lessee, which shall be adjusted against the monthly rent payable by the lessee in maximum 36 months from the date of possession.

3. Procedure for selection of the premises

- 3.1 A duly constituted committee of NPS Trust will examine the technical bids. Financial bids of only those bidders found suitable by the committee will be opened.
- 3.2NPS TRUST reserves the right to give preference to premises owned by Public Sector Enterprises / Government undertakings in South Delhi/Central Delhi. This is in addition to other preferences as mentioned above.
- 3.3 The financial bids of only those properties, which are short listed, would be opened in front of the bidders. The date for opening of the financial bids will be intimated to the address provided by the bidders.
- 3.4 After the financial bids are opened, requisite decisions would be taken by the Trust and notice regarding selected bidder shall be published on NPS Trust website.
- 3.5 NPS TRUST reserves the right to cancel this tender at any stage, prior to signing of the lease agreement without assigning any reason and without incurring any liability to any party whatsoever.

4. Instructions / Guidelines for submitting the offer

- 4.1 The bid can be forwarded by Owner(s) or owner's representative. Representative will have to enclose the letter of authority along with this offer, otherwise, the offer will be considered null and void at any stage.
- 4.2 The tender document can be downloaded from the website <u>www.npstrust.org.in.</u>
- 4.3 The intending bidder shall be required to put his bid in envelopes earmarked as below and containing the details as mentioned above:
 - i) Envelope marked as I: The duly completed technical bid shall be put in this envelope and sealed. This envelope would be super scribed as 'Technical Bid'.
 - ii) Envelope marked as II: The Financial bid be put in this envelope and sealed. This envelope would be super scribed as 'Financial Bid'.
 - iii) Envelope marked as III: The above two sealed envelopes No. I and No. II be placed in Envelope No. III and sealed. (i.e. Envelope marked as III will contain two envelopes marked as I & II). This envelope marked as No. III would be super scribed as 'Bid for Offer of Office Premises' along with declaration as prescribed in Annexure-I.

Annexure-I

Format for Declaration

(to be submitted in separate sealed envelope - Envelope No. III)

(To be submitted on the letterhead of the Bidder)

[Date]

The General Manager (Administration), National Pension System Trust B-302, 3rd floor, Tower-B, World Trade centre, Nauroji Nagar, New Delhi -110029

Sir/Madam,

Offer for office premises on leave and license/lease basis to National Pension System Trust (NPS TRUST)

This offer is with reference to the advertisement released on 08.03.2025 in the newspapers/ published on the website of National Pension System Trust, for leasing of premises on leave and license/lease basis to the National Pension System Trust (NPS TRUST) in New Delhi.

We understand that:

- a) No brokerage is payable by NPS TRUST to us or our representative/s in this transaction. Stamp Duty towards registration of Lease Agreement shall be borne by the Lessor and the Lessee equally (50:50).
- b) All payments for rent would be made by NPS TRUST through cheque or electronic transfer only.
- c) Preference would be given to the suitability of location of the premises. Premises in good condition and better maintained buildings having good view, sufficiently ventilated and having natural lighting, etc., and well connected with local transport would be preferred over others. Premises with better amenities like lift(s), backup

power/ DG set, premises owned by Public Sector Enterprises / Government undertakings in South Delhi/Central Delhi, would be preferred.

- d) Preference of the above mentioned criteria would be decided by the NPS Trust and same would be binding on the participants. Further, decision of the NPS Trust for finalization of the reference shall be final and binding.
- e) Premises should be ready for possession, habitable and occupation with all the necessary documents required for the leasing out of the premises to NPS TRUST along with occupation certificate.
- f) The area of the premises should have approximately 10,000–15,000 sq.ft. carpet area. Adequate parking facility for four wheelers & two wheelers specifically reserved for NPS Trust is essential.

Sl. No.	Description	Details
1.	Details of the premises / space offered including floor and address along with distance from World Trade Centre, Nauroji Nagar	
2.	Name of the Owner/s (in case of the Joint ownership, please specify all the name/s, with whom the agreement would be signed and payment would be made).	
3.	Name of owner of land (or society) on which building / premise is situated.	
4.	Address of the owner/s who is/are leasing out the premises where the correspondence have to be made.	
5.	(a) Telephone no. with STD code (b) Mobile No.(c) email	
6.	PAN no. of the owner / owners leasing out the premises.	
7.	Super-Built up area of the premises offered in sq.ft. / sq. mtrsIncluding break up details of the same.	
8.	Carpet area of the premises offered in sq.ft. / sq. mtrs Including break up details of the same.	

Sl.	Description	Details
No.		
9.	Details of Municipal approval number (Municipal	
	approved plan to be enclosed/ provided).	
10.	Completion / Occupation Certificate to be	
	enclosed/ provided.	
11.	Structural stability certificate from a Structural	
	Engineer would have to be enclosed / provided.	
12.	Details of the Building:	
	a) Year of construction b) No. of floors	
	c) Any other details d) Nearby landmark	
13.	Parking spaces being offered (car parking and two	
	wheeler parking /covered and open parking	
	spaces).	
14	Certificate of payment of all the statutory dues	
	made during last financial year including till the	
	date of bid submission.	
15.	Proximity to metro station/other public transport	
	facility (hub) – Details	
16.	Other remarks, if any.	

I / We further declare, confirm and undertake:

- (A) I/We undertake to provide a structural stability certificate from a qualified Architect/Chartered Engineer before opening of the financial bids.
- (B) I/We declare that the premises have a clear title and can be used as office premises.
- (C) Any expenditure /expenses towards the maintenance of the premises, taxes, water charges, etc, prior to the date of handing over to NPS TRUST will be borne by us.
- (D) The drafts of all documentation that may be finalized by NPS TRUST and / or its lawyer shall be final and binding on me / us.
- (E) I/We am/ are aware that NPS TRUST is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender. I/ we are also aware that in case my/our offer is as not as per the consideration decided by NPS TRUST and that NPS TRUST may reject my/ our offer even if I/ we are the lowest bidders.

- (F) In respect of all disputes and/or differences arising out of or relating to or concerning this offer, if any, between myself/ ourselves and the NPS TRUST concerning and/or relating thereto and/or relating to the above mentioned premises Civil Courts in New Delhi shall have exclusive jurisdiction.
- (G) The form which has been downloaded from the website has not been changed or corrected in any manner. I/We, understand that only the conditions as appearing in the original will be treated as valid. In case there are any changes / corrections in the forms my/our tender is liable to be rejected at the discretion of NPS TRUST.
- (H) I/We shall keep the offer open for a period of 45 days for acceptance by NPS TRUST.
- (I) I/We hereby confirm that, all the terms and conditions specified in this Tender Form are acceptable to me / us. I / We further confirm that all the required details have been furnished in the appropriate blank places and if this tender form is incomplete in any respect on my / our part then the same is liable to be rejected at the discretion of NPS TRUST.
- (J) I/We, acknowledge that this tender may be cancelled by NPS TRUST at any stage prior to signing of the leave and lease agreement, without assigning any reason and without incurring any liability on any party whatsoever.
- I/We, the undersigned am / are submitting this offer (in a sealed envelope No. III duly super-scribed and as per directions given in the instructions) for renting out our premises at (give complete address below):

by courier/post or by dropping the same in the Tender Box kept for the purpose at your above office address by 6.00 p.m. on

- (L) There are ----- pages in this complete offer and I/we have signed on each page.
- (M) I/We have read all the terms and conditions as mentioned in the tender document and applying accordingly.

Signature of owner / Joint owners/Authorised Signatory Name of the signatory: Date: Place:

Annexure-II

Financial Bid Submission Form (To be submitted in separate sealed envelope - Envelope – II)

Details of financial bid and terms and conditions are as under:

A. Details of Premises Offered

Sr	Description	Details
No.		
1.	Complete Address of the Premises including floor being offered	
2.	Details of the Area Offered	
3.	Total Super Built-Up area offered (in sq. feet)	
4.	Total Carpet Area offered (in sq. feet)	
5.	No. of Car / Two wheeler Parking Slots Offered (As part of the rental)	

B. Details of Financials Terms for Premises Offered:

Sr. No.	Description	Area	Rate	Method of	Amount	(in
	(Monthly)		(Excluding	charging (Per Sq	Rs.)	
			GST*)	Feet/Lumpsum)		
1.	Lease Rental					
2.	Maintenance					
	Charges					
3.	Taxes if any (Other					
	than GST)					
4.	Electricity, Power					
	backup & Central					
	air conditioning					

5.	Other Charges, if not included in the	
	lease rental (Please specify)	
	Total	

Total Monthly Rent including maintenance and other charges, if any: (In words) ------

*Taxes and GST will be paid on actual basis.

C. Revision of Rental after

Sr.	Description	Details
No.		
1	Percentage of Revision in rent expected after completion of first three year period subject to maximum as prescribed at point 4 (iv)	
2	Percentage of Revision in rent expected after completion of two three year period subject to maximum as prescribed at point 4 (v)	

Signature of owner/ Joint owners / Authorised Signatory

Name of the signatory: _____

Date: _____

Place: _____

Annexure-III

General Terms & Conditions

- 1. The Bid submitted/uploaded by the Bidder, as well as all correspondence and documents relating to the Bid will be in English language.
- 2. Conditional and incomplete bids shall not be considered and shall be summarily rejected at the very first instance, without providing any recourse to the bidder, in which event, the decision of NPS Trust shall be final, conclusive and binding.
- 3. The competent authority of NPS Trust reserves the right to annul all the bids received, modify or cancel the selection process, at any time prior to issuing the letter of award of work or discontinue this RFP process, without assigning any reason, in which event, the decision of NPS Trust shall be final, conclusive and binding.
- 4. NPS Trust shall be under no obligation to accept the lowest or any other offer received in response to this RFP document and shall be entitled to reject any or all bids without assigning any reason whatsoever, without any obligation to inform and without incurring any liability to any of the bidders/applicant firms.
- 5. This RFP document neither constitutes nor should be interpreted as an offer or invitation for appointment.
- 6. Prospective bidders are advised to go through the complete RFP document and annexure(s) thereto, including the terms and conditions thereof, carefully before applying. The bid once submitted shall not be ordinarily permitted to be modified, substituted or withdrawn.
- 7. No binding relationship of any nature, whether principal or agent or otherwise shall exist between any of the bidder and NPS Trust until issuance of letter of award of work.
- 8. Submission of bid by the bidder shall mean that they have examined the entire RFP document and annexure(s) thereto and is deemed to have full knowledge of the scope of work.
- 9. A bidder shall, by responding to NPS Trust under the present RFP document, be deemed to have accepted all the terms and conditions of this RFP document. The

terms of engagement shall be in accordance with the RFP.

- 10. This RFP document is meant to provide information only and upon the express undertaking that the recipients thereof shall use it only for the purposes set above. No representation or warranty, expressed or implied, is or shall be made as to the reliability or accuracy of any of the information contained herein, nor shall it create any liability or responsibility on NPS Trust or any of its officers. While this RFP document has been prepared in good faith, neither NPS Trust, nor any of its officers make any representation or warranty or shall have any responsibility or liability whatsoever, in respect of any statements or omissions made herein. Any liability or responsibility is accordingly and expressly disclaimed by NPS Trust, its officers and Trustees, even if any loss, harm or damage is caused by any act or omission on the part of NPS Trust, its officers and Trustees, whether negligent or otherwise, in respect of the present RFP document.
- 11. By acceptance of this RFP document, the bidders agree that any information contained herewith, shall be superseded by any subsequent written information on the same subject, made available to the recipient(s), with access to any additional information or update to this RFP document or to correct any inaccuracies herein which may become apparent.
- 12. Any information with respect to corrigendum/ clarification to the bid document will also be made available at the website of NPS Trust. The bid document can also be downloaded from the website of NPS Trust at <u>https://www.npstrust.org.in</u>.
- 13. In case of any ambiguity, in the interpretation of any of the clauses in bid document, NPS Trust's interpretation of the clauses shall be final, conclusive and binding.
- 14. NPS Trust reserves the right, at any time and without advance notice, to change the procedure for selection of the bidder, at its sole discretion. Accordingly, the interested recipients shall carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein.
- 15. This RFP document has not been filed, registered or approved in any jurisdiction. Recipients of this RFP document shall be responsible to inform themselves of and observe any applicable legal requirement.
- 16. This RFP document constitutes no form of commitment on the part of NPS Trust. Furthermore, this RFP document neither confers the right nor any expectation on any party whatsoever, to participate in the RFP process. The bidder(s) shall be responsible for all acts incurred or omissions made in connection with participation in this process. This RFP document does not bind NPS Trust to award the work or

to engage in negotiations.

- 17. The appointed bidder(s) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time.
- 18. All proposals and accompanying documents received within the stipulated times shall not be allowed to be withdrawn or modified, will become the property of NPS Trust and shall not be returned in any event whatsoever.
- 19. Any form of canvassing / lobbying / influence / query regarding short listing, status, etc. under the present RFP, shall be a direct disqualification from the selection process.
- 20.The person(s) signing the bid documents should be authorised and shall affix their initials on all pages of the bid.
- 21. The name, logo, design and other proprietary rights of the NPS Trust is solely the property of NPS Trust and in no case the bidder shall use the same.
- 22. Bidders must disclose in their bid details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. Where bidders identify any potential conflicts they should state how they intend to avoid such conflicts. NPS Trust reserves the right to reject any bid which, in NPS Trust's opinion, gives rise, or could potentially give rise to, a conflict of interest.
- 23. The technical and commercial bids are required to be disclosed in separate envelopes. In the event, the commercial bid is disclosed along with the technical bid, the said bidder will be liable for disqualification from the bidding process by NPS Trust.
- 24. The bidder hereby declares the abiding to the code of integrity during submission of the bid. In case of any transgression of this code, the bidders agree to be liable of punitive actions such as cancellation of contract any stage of the bid or during execution, recovery of payments already made including advance payments, banning from future participation and blacklisting by NPS Trust.
- 25. Any failure or delay by selected Bidder(s) in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake, pandemic or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, which effects the performance of the selected bidder, will not amount to non-performance of the assignment. However, the selected bidder will notify within a reasonable time period of the occurrence of a Force Majeure Event. If the Force Majeure prevents or delays

performance for over 90 days, NPS Trust will reserve the right to terminate the contract.

26. Governing Laws/Jurisdiction/Arbitration: Any dispute/ difference in relation to the process for selection of the bidder under this RFP document shall be subject to the exclusive jurisdiction of courts at New Delhi only. Any dispute arising post the award of work shall be settled through negotiation, in good faith and using best endeavours. Disputes unresolved, if any, shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator appointed mutually by the parties. The proceedings of arbitration will be conducted at New Delhi and the cost will be borne equally by the parties.

Annexure-IV

Checklist

Sr. No.	Enclosures / Activities already done by the tenderer	Please tick to ensure completion of the activity			
1.	Entered the details required in the financial bid of the tender documents as per requirements mentioned in the tender document and sealed in Envelope no. II duly super scribed.				
2.	The quoted amount is written in words also.				
3.	There is no mention of any financial details in the technical bid which is enclosed in Envelope no. I duly super scribed.				
4.	Signed on each page of the tender documents.				
5.	Any over writings / corrections made while filling in the forms have been authenticated by signing beside such over writings / corrections				