

Government of India
Department of Science & Technology
Admn-II-B Section
Technology Bhawan, New Mehrauli Road,

New Delhi, Dated the 19th Nov.2009.

To

All intending parties

.....
.....

REFERENCE NUMBER: D-11029/01/2009-Admn.-II-B: EOI DOCUMENT

Subject: Hiring of office space for Science and Engineering Research Board (SERB).

Dear Sirs,

This Department is desirous of hiring a suitable office space for one of its newly set up Board, namely the Science & Engineering Research Board (SERB) established by an Act of Parliament. The requirement is for an office space in a super built up area of:

(A) 13,200 Square feet to 15,000 Square feet area; (OPTION 'A')

or

(B) 18,200 Square feet to 20,000 Square feet area. (OPTION 'B')

2. Building should be located within a radius of 6 to 8 kilometers of DST Campus. Department of Science and Technology (DST) is located at Technology Bhawan, New Mehrauli Road, New Delhi-110016 in the Qutab Institutional area and adjacent to Qutab Hotel.

3. Building offered must be free from all encumbrances, claims and legal disputes etc. Documentary Proof of ownership of Building, payment of all Taxes, Duties, Dues, Telephone, Water, Electricity charges etc. must be submitted alongwith this EOI Document.

4. Selected party shall be required to sign a Lease Agreement with the designated authority in SERB/DST, in accordance with the provisions of the law applicable. The Agreement shall be signed initially for a period of three years extendable to fifth or sixth year as per the requirements of the user and with mutual consent only. A sample format of the Lease Agreement document is attached at Annexure-II.

5. Monthly rent should be quoted on a fixed basis for the entire Agreement Period of three years. Incremental /Decremental rates of rent for the extended period may also be indicated in percentage terms. Quoting parties may note that no increase in Rental Charges per month will be allowed during the initial three years of the Agreement period.

6. Terms and conditions as appearing in the different clauses given in the Lease Agreement format at Annexure – II are sacrosanct and shall be considered as integral part of this Expression of Interest.

7. Intending Parties may furnish complete details in the Questionnaire given in Annexure - I to this document.

8. All existing and future rates, taxes including property taxes, assessment charges and other out-goings whatsoever of description in respect of the said premises payable by the owner thereof , shall be continued to be paid by the landlord.

9. The SERB shall pay all charges in respect of electric power, light and water used on the said premises during the lease period.

10. The SERB may, at any time during the currency of the Lease Period/extended Lease Period make such structural alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable.

11. Interested parties should return the complete Expression of Interest document, including Annexures – I and II, duly filled in and ink signed at the bottom of each page, in token of having accepted the terms and conditions. These documents as well as additional information and the documents called for in EOI document should be sealed in an envelop superscripted:

“TECHNICAL DOCUMENT FOR OFFICE ACCOMMODATION FOR SERB”.

Price Quotation for monthly rent, in lump sum, may be put in second envelop duly wax sealed and superscripted:

“ PRICE QUOTATION FOR MONTHLY RENT FOR SERB”.

Both these envelops may then be put in another bigger separate cover. This third cover may also be wax sealed and bear superscription:

“ REFERENCE NO.: D-11029/01/2009-Admn.-II-B-EOI FOR OFFICE ACCOMMODATION FOR SERB DUE FOR OPENING ON 02-12-2009.”

12. The EOI offer should be dropped in the Tender Box for Admn. II. B Section, DST kept at Reception area near the entrance gate of the Technology Bhawan, New Mehrauli Road, N.Delhi-16. The offer should be dropped latest by 1500 Hours on 02-12-2009. Late/delayed offers shall not be opened. Offers received by due time and date will be opened (for the Technical Document/offer only) in Raman Hall, DST at 1530 Hours on 02-12-2009 itself. Authorised representatives of the quoting parties may witness the offer opening (Technical Part), if they so wish.

13. Requests received against the EOI shall be processed in two parts. All information and documents furnished in response to this invitation including Annexure I shall be deemed to be a technical offer. In the event prices are indicated by the party in the Technical Document, the EOI request shall stand rejected. Details furnished in the Technical Offer shall be assessed/evaluated by a Committee appointed in DST for the purpose. Price quotation of only those bidders/Parties shall be opened on a later date whose Technical Offers are found acceptable and suitable to SERB/DST requirements in the opinion of the aforesaid Committee.

14. Rent charges shall be paid at the fixed rate at the end of each month or as per the Lease Agreement entered into with the party on the Terms & Conditions mutually agreed. Advance payments shall not be ordinarily made unless specifically agreed in writing previously.

15. In the event of Technical offer being found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the Property alongwith proof of identity of the owner alongwith photograph(s), before the price bids are opened. Original Documents shall be returned after decision is taken to open price bids or otherwise.

16. Quoting parties may keep their offer valid for a period of 90 days i.e. upto 01.03.2010 for acceptance by this Department. Offers with a shorter validity or inconsistent with the requirements set out in this EOI shall be ignored summarily and no representation in this regard shall be entertained by this Department.

(RAJIV MAHENDRU)

Under Secretary to the Government of India

Tel: 26525607, 26590349

QUESTIONNAIRE

1. Name of Person/Party holding Title to the Property :
2. Nationality of the Owner :
3. Full Postal Address of Property with PIN code :

4. Total Super Built up Area in Sq.feet(Floor wise) :
OPTION 'A'

OPTION 'B'

5. Distance in KM from DST(Technology Bhawan) :
6. Contact Details NAME :
Telephone No. :
Fax :
e-mail :
7. ESSENTIAL DOCUMENTS FURNISHED :
(Please Tick Mark the Correct Option ✓)

(I) Copy of TITLE DEED OF THE PROPOSED PROPERTY : YES
NO

ANNEXURE I- Contd.

- (II) Copy of BUILDING PLAN duly Approved by Govt. : DDA
MCD
NDMC
Other

8. PLEASE INDICATE :

- (I) Whether it is an Independent Building for exclusive use of SERB without sharing with any other user. : YES
NO
- (II) General Amenities/Toilets available on each floor : YES
NO
- (III) 100% Power Backup : YES
NO
- (IV) Central Air Conditioning provided : YES
NO
- (V) Parking Space for 50 Cars/Vehicles : YES
NO
- (VI) Number and area of Cabins/Rooms already built up. :
- (VII) Any Temporary Structure Built up with area of each such Structure. :
- (VIII) Whether proposed building is free from all Encumbrances, claims, litigations. : YES
NO

ANNEXURE I- Contd.

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|--|---|-----------|
| (IX) WHETHER PROPOSED SITE IS
PHYSICALLY VACANT/READY TO
OCCUPY. | : | YES
NO |
| (X) Whether all govt. dues,(property) Taxes
Electricity, Telephone, Water Bills are paid
up as on date of application with
(DOCUMENTARY PROOF should be
furnished). | : | YES
NO |
| (XI) Water Storage Tanks fitted on the roof.
If Yes, Water Storage Capacity (In Litres) | : | YES
NO |
| (XII) Whether the Landlord of the Building is
a near relative of any of the personnel of
SERB or DST. | : | YES
NO |
| (XIII) Whether the Landlord is prepared to
Execute the Lease Agreement as per the
Sample format given at Annexure-II?
If not, changes desired/modified may be stated
(please furnish reasons therefor) | : | YES
NO |
| (XIV) Other Information which the Indenting
Party wishes to furnish | : | |

ANNEXURE-II

LEASE AGREEMENT – SAMPLE FORMAT

AN AGREEMENT MADE THIS ----- DAY OF

----- two thousand----- between -----

hereinafter called "The Lessor" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) on the one part and the SCIENCE AND ENGINEERING RESEARCH BOARD (hereinafter referred as "SERB") on the other part.

WHERE BY IT IS AGREED AND DECLARED AS FOLLOWS :-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the landlord agrees to let out and SERB agrees to take on lease the land covenants and premises known as ----- together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES " more particularly described in SCHEDULE 'A'.

2. The lease shall commence on the -----day of ----- two thousand ----- and shall, subjects to the terms hereof, continue for a term of ----- year(s) with an option to the SERB to renew the lease for a further term as set out in clause 14 hereof.

3. The SERB shall , subject to the terms thereof, pay rent for the said premises at the rate of ----- per month payable monthly in arrears, inclusive of maintenance. In the event of the term hereby created hiring is terminated as provided by these presents, the lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such determination.

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'A' above referred to, and SERB shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause II here of, yield up the said premises including fixtures and fittings in as good a condition as received , fair wear and tear, damage by fire, Act of God, riots or other civil commotion, enemy action and/or other causes not within the control of SERB excepted, provided that SERB shall not be responsible for any structural damage which may occur to the same during the term hereby created or any renewal thereof.

5. The SERB shall be entitled to use the said premises for any purpose whatsoever during the continuance of tenancy.

6. The SERB shall have the right to sublet the whole or any part of the said premises without consent of the landlord but shall be responsible for the full payments of rent.

7. All existing and future rates, taxes including property taxes, assessment charges and other out-goings whatsoever of description in respect of the said premises payable by the owner thereof , shall be paid by the landlord.

8. The SERB shall pay all charges in respect of electric power, light and water used on the said premises during the continuance of these presents.

9. The landlord shall execute necessary repairs usually made to premises in that locality as and may be specified by the SERB in a notice in writing within such time as may be mentioned therein and if the landlord fails to execute any repairs in pursuance of the notice, the SERB may cause the repairs specified in the notice to be executed at the expense of the landlord and the cost thereof may , without prejudice to any other mode of recovery be deducted from the rent payable to the landlord.

10. The SERB may, at any time during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the

SERB who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the SERB shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the SERB excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state and condition of repairs, as they were in at the commencement of this lease.

11. The SERB shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, acts of Government, riots or other civil commotion, enemy action and/or other causes, not within the control of the SERB and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the SERB shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under clause 10 hereof.

12. The SERB shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or for any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the landlords shall make no claim in respect thereof.

13. The landlords agree with the SERB that the latter paying the rent hereby reserved and observing and performing the conditions and stipulations herein contained on the part of SERB to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the landlords or any person claiming by, through or under them.

14. If the SERB shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted and of such its desire shall deliver, to the landlords or leave for them or send by registered post to them at their last known place of abode or business, notice in writing, not less than one month before the expiration of the term hereby granted when the landlords will at or before the expiration of the term hereby granted if there shall than be no subsisting breach of any of the leases obligation under this present Agreement on the part of SERB, grant to the SERB a new lease of the said premises for a further term of one year to commence from and after the expiration of the term hereby granted at the same rent and subject to the same covenants, agreements and conditions as in this present Agreement reserved and contained including the present covenant for renewal and so on from year to year on the SERB exercising such option and giving the notice as aforesaid.

15. The SERB shall be entitled to terminate the lease at any time by giving to the landlords three months previous notice in writing of its intention to do so.

16. Any notice to be made or given to SERB under these present or in connection with the said premises shall be considered as duly given if sent by the landlords through the post by registered letter addressed to the SERB and any notice given to the landlords shall be considered as duly given if sent by the SERB through the post by registered letter addressed to the landlords at their known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

17. Should any dispute or difference arise out concerning the subject matter of these presents or any covenant clause or thing herein contained or otherwise arising out of this lease, the same shall be referred to an arbitrator to be appointed by the SERB or the Department of Science and Technology, Government of India and decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of the

Arbitration Act, 1940 or any statutory modification thereof for the time being in force shall apply to such arbitration.

IN WITNESS hereof these presents have been executed by the landlords and the SERB, New Delhi , the day year first above written.

THE SCHEDULE ABOVE REFERRED TO:

All That the _____

The _____ floor of the building known as -----
-----in the city of -----which building bear
Municipal No. _____ and is situated on plot/land bearing Survey
Nos. _____ and is bounded on or towards East by
_____ on or towards West by _____ on or towards
North by _____ on or towards South by _____

IN WITNESS WHEREOF the official seal of _____

_____ was hereunto and to a duplicate hereof affixed in the manner hereinafter mentioned and
SERB , New Delhi has, the day and year first above written. The official seal of the
landlord _____ was hereunto
affixed in the presence of _____ who has sent his own signature hereto in
the presence of :-

Signed for and on behalf of the SERB BY _____ in the presence
of:-

1.

2.

SERB

SERB