

Government of India
Department of Science & Technology
Admn-II-B Section
Technology Bhawan, New Mehrauli Road,
New Delhi - 110016

New Delhi, Dated the 10th June, 2010.

TENDER / OFFER DOCUMENT

To
All intending parties

REFERENCE NUMBER: D-11029/01/2009-Admn.-II-B: Tender/Offer Document

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

Dear Sirs,

1. Space Requirement:

This Department is desirous of hiring a suitable office accommodation 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 covered area of **10,000 Square feet to 15,000 Square feet. (excluding covered parking areas like garages, basement/stilt parkings etc, if any)**. Variation up to 1000 Sq.ft in the upper limit will be allowed.

2. Location/Distance from DST.

Essential: Building offered must be within a radius of **12 kilometers from DST (Technology Bhavan, New Mehrauli Road, New Delhi – 110016)**. Marginal variations up to a maximum of 500 meters only can be allowed. Offers exceeding this limit will not be acceptable. Distance will be measured from the main gate of Technology Bhavan to the entrance point of the building offered by shortest route, by road.

Desirable: Buildings located nearer to DST, preferably within a radius of 6 Kms. from DST

Important Note:

The requirement of the space indicated in the tender is covered/built up area of 10,000 sq.ft to 15,000 sq.ft (excluding covered parking spaces like garages basement /stilt parking etc., if any). The building should be located within a radius of 12 Kms of DST campus. These two are essential conditions while desirable condition would be more covered /built up area within above limit and proximity to DST campus. Offers having less than 10,000 sq.ft of covered /built up area will not be considered, although offers having covered/built up area upto 16,000 sq.ft will be considered without any special consideration to the bids offering extra area beyond 15,000 sq.ft. Bidders offering more than 16,000 sq.ft shall not be considered. **(Bidders offering less than 10,000 sq.ft and more than 16,000 sq.ft will be classified as technically not**

qualified). Similarly, a grace of 500 meters will be allowed i.e. buildings located within a distance of 12.5 kms will be considered. No offer where distance exceeds 12.5 kms will be considered.

3. Parking Facilities:

Essential Requirement: Building offered on rent must have a parking space for parking a minimum of 20 cars/vehicles i.e. a minimum of 1200 sq. feet area of suitable dimensions allowing hassle free parking of at least 20 vehicles/cars (@ approx. 60 Sq.ft. of suitable dimension (roughly 10 ft x 6 ft. for one vehicle) in or around the building(whether owned by the Bidder or common, dedicated and authorized parking space (Common parking authorized by DDA/MCD/ NDMC/Civic agencies, etc.). **However, road side parking will not be counted for the parking. The offering party must be able to establish that the area earmarked to it or falling to its proportionate share among all the occupants in the same office/common complex is not less than 20 vehicle space. Bids not fulfilling this condition will be classified as technically disqualified and hence rejected.**

Desirable: i) Parking **owned by the bidder** either in basement or stilt or underground or garage or in open area within the campus of the property owned by them.
(ii) Parking space of more than 20 parking spaces.

4. Occupancy condition: State of Readiness of the Building.

Essential : Building must be in a "**ready to move in**" position within a maximum of **90 days** period counted from the date of opening of technical bids. Building would be deemed to be in a "ready to move in" condition only when following basic conditions are satisfied:

- 1) Completion certificate along with other requisite approvals are obtained from the concerned civic agency(ies) and submitted to DST.
- 2) Electric, water, sewer and such other civic amenities connections are obtained and requisite proof for the same is furnished.
- 3) The building is in complete finished state, including finishing of floors, walls, roofs and such other civil works, and doors, windows etc.
- 4) All electric, plumbing and sanitary fittings etc. should be in position and in full functional condition.
- 5) All provisions for telephone and internet connections etc. should be ready.
- 6) All air conditioners, DG Sets, lifts, fire safety alarms, fire extinguishers, water storage tank etc. should be installed and should be in full functional/operational condition.
- 7) The entire whitewashing, painting etc. should be completely done.

Desirable: Building offered should be in a "ready to move in" condition either immediately or within a maximum of 30 days period counted from the date of opening of technical bids.

5. Building offered must be vacant, 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 offer Document.

6. 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 upto 3 more years as per the requirements of the user and with mutual consent only. A sample format of the Lease Agreement document normally used for hiring accommodation by Government departments is attached at Annexure-I (This, with suitable modification, as required, keeping in view the terms & conditions of the Tender Document would be used for signing the Lease Deed for SERB).

7. Monthly rent should be quoted on lump sum basis for the entire area offered (covered/built up area of main building, any other permanent structure, covered/underground parking as well as open parking area, open space like garden, inner roads etc.) for the entire lease/Agreement Period of three years. Prices quoted must be submitted in the format of Financial Bid prescribed at Annexure 'B'. Total covered/built up area needs to be shown separately & correctly at appropriate places in Technical Bid and Financial Bid to facilitate calculations of rate per Sq. ft. Quoting parties may note that no increase in Rental Charges per month will be allowed during the initial three years of the Agreement period. If Lease is extended beyond three years, percentage increase in rent, if any, would be at a rate mutually agreed between the parties.

8. Essential Requirements for Technical Qualification

It is reiterated that any bid not fulfilling any of the essential requirements mentioned in this tender document would be classified as “Technically Not Qualified” and rejected. Financial bids of such bidders will not be opened. No relaxation would be given to any bidder on any of these conditions. Some of the important aspects where bids will not be accepted and declared technically disqualified are enumerated below:

1. Bidders offering covered / built up area (excluding covered parking areas) less than 10,000 sq.ft or more than 16,000 sq.ft. (including grace difference of 1000 sq.ft on upper limit stated in the tender).
2. Bidders not having a parking space for minimum 20 cars / vehicles, either owned by them or common, dedicated and authorised parking around the building (excluding roadside parking)(in case of large complexes having common parking for multiple buildings, proportionate share of bidder should not be less than 20 vehicle spaces).
3. Building located beyond a radius of 12.5 kms from DST (including grace difference of 500 meters).
4. Technical bids not accompanied with EMD of Rs.25,000/-.

5. Buildings not having proper approach road, and/or located in / around bad ambience (like slum areas, unhygienic surroundings etc.)
6. Buildings which are part of large shopping malls / complexes, unless the portion offered is independent / exclusive and is having separate and independent access.
7. Buildings which will take longer than 3 months for being in a 'state of readiness' for occupation.
8. Any such other condition mentioned as 'essential' in the tender document / technical bid document.

9. Process / Norms for determining the lowest acceptable bid

It may be noted that no two buildings, even though located in the same area or for that matter even adjoining each other may be of same type and value in terms of rental, depending upon various factors. Hence suitability from this aspect can be determined only on the basis of physical verification/field visits by the committee by giving due weightage to this aspect. Suitability of the building would be looked from locational angle, nature/type of construction, quantum of accommodation (within the range advertised), ambience, various facilities available and such factors which in the opinion of the committee make a particular building more suitable as compared to others (from amongst technically qualified bids). Hence, subject to the bids fulfilling the essential requirements of the tender and being assessed as technically qualified by the committee constituted by DST, a mechanism has been worked to give weightage to those bids who possess the desirable aspects as well as suitability angle as per physical verification/field visits by committee. However this exercise will be done in a highly transparent way. This has been elaborated as follow in Para 10.

10. For the purposes of determining **lowest acceptable bid out of all technically qualified bids**, following process would be adopted:

- (a) **Financial aspect would be given a weightage of 65 %** (65 marks)
(approximately 2/3rd).
- (b) **Non financial aspect would be given a weightage of 35%** (35 marks)
(approximately 1/3rd)

Bidder getting highest of sum total of marks out of 100 under the above said two categories will be classified as lowest acceptable bidder (to be rounded to two decimal places). This is explained as follows:

(a) Financial Aspect

- (i) The technically qualified bid which has quoted the lowest per sq.ft. rate in the financial bid (Annexure B) would get 65 out of 65 marks.
- (ii) Other technically qualified bids will get reduced marks out of 65 in the proportion in which their per sq.ft. rate is higher than the lowest per sq.ft. rate.

For example, if there are 5 technically qualified bids whose financial bids (per sq.ft. rate) are as given in Col. 2 below, their marks will be arrived at as indicated in Col. 3:

Bidder	Per sq. ft. rate	Marks out of 65 (to be rounded to two decimal places)
1	2	3
A	10	$65 \times \frac{6}{10} = 39.00$
B	9	$65 \times \frac{6}{9} = 43.33$
C	8	$65 \times \frac{6}{8} = 48.75$
D	7	$65 \times \frac{6}{7} = 55.71$
E	6	$65 \times \frac{6}{6} = 65.00$

Note: Rates mentioned above are meant only for the purpose of clarifications and should not to be taken as indicative or suggestive in any manner.

(b) **Non Financial Aspect** - Each bidder would be given marks out of a total of 35 marks as per following break-up :

S.No.	Factor	Maximum Marks allotted	Remarks / Note
(a)	<p>Suitability Aspects As no two buildings, even though located in the same area or for that matter even adjoining each other may be of same type and value in terms of rental depending upon various factors, hence suitability from this aspect can be determined only on the basis of physical verification / field visits by the committee by giving due weightage to this aspect. Suitability of the building would be looked from locational angle, type / nature of construction, quantum of accommodation (within the range advertised), ambience, various facilities available and such factors</p>	15	Each bidder would get marks out of 15 as per assessment of committee, based on its field visits / physical inspections

	which in the opinion of the committee make a particular building more suitable as compared to others (from amongst technically qualified bids)		
(b)	For covered parking spaces owned by the bidder (garages, basement / stilt parking etc.) (over and above the minimum essential requirement of 20 parking space, whether owned or common / dedicated authorised parking space)	7	Bidder would get one mark for each lot of 3 parking spaces owned by him subject to a maximum of 7 marks (no marks will be given for a lot less than 3 spaces)
(c)	For open parking spaces owned by the bidder (over and above the minimum essential requirement of 20 parking spaces, whether owned or common / dedicated authorised parking space)	5	Bidder would get one mark for each lot of 5 parking spaces owned by him subject to a maximum of 5 marks (no marks will be given for a lot less than 5 spaces)
(d)	For authorised, dedicated and common parking not owned by bidder (his proportionate share out of total available in the complex) (over and above the minimum essential requirement of 20 parking spaces, whether owned or common / dedicated authorised parking space)	3	Bidder would get one mark for each lot of 5 parking spaces subject to a maximum of 3 marks (no marks will be given for a lot less than 5 spaces)
(e)	State of readiness (for buildings in immediate state of readiness or in a state of readiness for occupation a maximum period of 30 days from the date of opening technical bid)	1	Each bidder would get one mark if as per assessment of Committee, the building is either in immediate state of readiness as can be ready for occupation within a maximum period of 30 days from the date of opening technical bid.
(f)	Higher area within the required range	1	Bidder offering covered / built up area between 14,000 to 15,000 sq. ft. will get 1 mark (excluding covered parking areas)
(g)	Proximity to DST	1	Bidder offering building within a radius of 6 kms from DST would get 1 mark.
(h)	Other factors (to be specifically listed by the committee) (offers / facilities over and above the	2	To be decided by Committee based on well identified advantage / facility offered by any bidder, based

	essential conditions, other than those specified above, which may be found by committee on its physical verification / visit to the sites / buildings)		on its visit to sites / inspection of buildings.
	Total	35	

NOTE: Wherever marks are to be allotted by Committee under any of the points stated above, as far as possible, decision would be as per consensus amongst all the member. In case of difference of opinion / assessment, average of the marks allotted by the members actually visiting the site and participating in the decision making would be taken (e.g. under point (a) and (b) above). Marks allotted by any individual members will be kept totally confidential.

11. Terms and conditions given in the Tender Document as well as those appearing in the different clauses given in the Lease Agreement format at Annexure – I, in particular those indicated as Essential, are sacrosanct and shall be considered as integral part of this Offer/Tender. In case of any conflict in terms and conditions contained in the Tender document vis- a – vis the Draft Standard Lease Agreement document, the conditions stipulated in the Tender Document shall prevail.

12. EMD: Tender must be accompanied with EMD of Rs. 25,000/- (Rupees twenty five thousand only) either in the form of Bank Draft/Bankers Cheque in the name of DDO, DST or deposited in cash or any other mode authorised for depositing EMD for Government Tenders under the General Financial Rules, 2005, on any working day before the tender closing time. Tenders (Technical Bids) received without the requisite EMD amount of Rs.25,000/- by way of DD/Banker's Cheque or original cash deposit receipt etc. will not be considered at all.

13. Intending Parties may furnish complete details in the Technical Bid given in Annexure – 'A' and Financial Bids in Annexure – B to this document. Non furnishing of details or incomplete/incorrect details will lead to offer being treated as unresponsive and ignored/rejected as an invalid offer.

14. Following documents are essential and must be submitted as part of Technical Bid:-

- i) Offer Letter
- ii) This Tender/Offer document (duly signed) in token of acceptance of Terms & Condition.
- iii) Technical Bid in Annexure 'A' .
- iv) EMD amount of Rs. 25,000/-
- v) Other documents as detailed in the Technical bid.

15. Financial Bids: Following documents need to be submitted as part of the financial bid:-

- i) Financial Bid in Annexure – B.

16. **Procedure for submitting Tender/Bids**

(a) Documents at (i) to (v) in para 14 above i.e. Offer Letter, this Tender Document, and Technical Bid (with all the required documents), duly signed and EMD should be put in one separate cover and sealed (Cover-I). This cover should be superscripted as:

"TECHNICAL BID for Office Accommodation for SERB"

(b) Document at i) in para 13 above i.e. financial Bid in Annexure 'B' should be put in another separate cover and sealed (Cover-II). This cover should be superscripted as:

"FINANCIAL BID for Office Accommodation for SERB."

(c) Both the above said Sealed Covers i.e. Cover – I/ & Cover – II be then put in another separate big cover (**Cover – III**) and properly wax sealed. This third cover be superscripted as:

"Tender/Offer for Office Accommodation for SERB - Reference No. D-11029/1/2009-Admn.II(B) not to be opened before 29-06-2010"

Important Note: Any deviation from this procedure, or putting together of Technical and Financial bids in same cover or non submission of complete documents in Cover – I i.e. Offer Letter, EMD for Rs. 25,000/-, Technical Bid in Annexure-A (along with requisite documents) and/or submission of Financial Bid in an unsealed manner would lead to rejection of Offer/Tender/Bid.

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

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

19. The cost of repair and maintenance of Civil/electrical installations including AC plant and power back up etc. will be the responsibility of the bidder. No extra Charges shall be paid by DST/SERB during the currency of the contract/extension period. However, the running cost of AC Plant, Generator Set etc. (like fuel and manpower) and routine replacement of electrical fittings like bulbs, tubes, switches, plumbing items like Taps etc. will be met by the SERB.

20. Cost of deployment of Security for building will also be met by SERB.

21. 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.

22. The Offer/Tender should be dropped in the **locked sealed 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-110 016. The offer should be dropped latest by **1500 Hours on 29-06-2010.** Tender box will be opened at 1500 hrs. sharp on

29-06-2010 by the duly authorized officer /team of officers of DST in the presence of all such bidders who wish to be present. **Late/delayed offers shall not be opened/entertained under any circumstances.** Offers received by due time and date will be opened (for the Technical Bids only) in Raman Hall, DST at **1530 Hours on 29-06-2010 itself.** Authorized representatives of the quoting parties may witness the offer opening (Technical Part), if they so wish. Financial Bids (of those who qualify in the technical bids evaluation stage) would be opened later, date of which will be intimated to the technical qualified bidders separately.

23. Tenders/ Offers received shall be processed in two parts. All information and documents contained in Cover-I, mentioned in Para 14 above shall be deemed to be the Technical Bid. **In the event prices are indicated by the party in the Technical Bid, the Offer shall stand rejected.** Details furnished in the Technical Offer shall be assessed/ evaluated by a Committee appointed in DST for the purpose. The Committee, if it so desires, will visit the sites before taking final decisions. Financial Bids (Cover-II) of only those bidders/Parties shall be opened at a later date whose Technical Offers are found valid, eligible, acceptable and suitable as per SERB/DST requirements in the opinion of the aforesaid Committee/ competent authority.

24. Rent charges shall be paid at the fixed rate in lump sum at the beginning of each month by the seventh day of the respective 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.

25. In the event of Technical Bid being found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the Property along with proof of identity of the owner/bidder along with photograph(s), before the Financial Bids are opened. Original Documents shall be returned after decision is taken to open Financial Bids or otherwise.

26. Quoting parties may keep their offer valid for a minimum period of 4 months i.e. upto 29-10-2010 for acceptance by this Department. Offers with a shorter validity or inconsistent with the requirements set out in this Offer /Tender 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

Note: Please remember to sign this Tender/Offer Document and put in Cover-I along with other Documents/Technical Bid as stated in Para 14 above.

Subject: Hiring of office accommodation for Science and Engineering Research Board (SERB), Department of Science and Technology, Govt. of India.
TECHNICAL BID

(Attach extra sheets duly signed, if required)

Sl.No.	PARTICULARS	Details (Please tick / fill up with relevant answers, wherever required)
1.	Name of the person / party submitting the bid (hereinafter referred to as the bidder)	
2.	Status of the bidder (Individual / Partnership Firm / Company / Society / Any other (Specify))	
3.	Name of the person / party holding Title to the property (hereinafter referred to as the owner)	
4.	Status of owner (Individual / Partnership Firm / Company / Society / Any other (Specify))	
5.	Whether the bidder is himself the owner of building / property offered on rent or Power of Attorney / duly Authorised signatory of owner	
6.	Are you submitting bid on your own behalf or as Power of Attorney / Authorised signatory of the owner (Specify clearly)	
7.	CONTACT DETAILS OF THE BIDDER	
7.2	Name	
7.3	Complete Postal Address (with Pin Code)	
7.4	Telephone Nos. with STD code, including Mobile Number	
7.5	Fax Nos. with STD code	

8.	Contact details of the owner (if different from bidder)	
8.1	Name	
8.2	Complete Postal Address (with Pin Code)	
8.3	Telephone Nos. with STD code, including Mobile Number.	
8.4	Fax Nos. with STD code.	

9.	DETAILS OF THE BUILDING / OFFICE SPACE OFFERED	
9.1	Complete address of the Building offered on rent or lease basis to SERB.	
9.2	Total Plot area of the property offered (complete land area including open spaces, constructed area within the boundary of property offered on rent) (in sq. feet). [owned by the bidder]	
9.3	Total plot area (in Sq. ft.) on which proposed office building and any other structures (like garage, store etc.) is/are located.	
9.4	Open area (open parking space, inner roads, garden, etc.) (Sl. No. 9.2 - Sl. No. 9.3) [owned by the bidder]	
9.5	Total built up area / covered area (total of all floors) (excluding garages, underground/stilt / covered / parking) (in sq. feet).	
9.6	Covered parking area (garages, underground stilt/parking etc.), if any. [owned by the bidder]	
9.7	Total covered / built-up area (Sl. No. 9.5 + 9.6) (should tally with area shown under point no. 2 of Financial Bid.)	
9.8	Whether any common, dedicated and authorized parking area/slots (not owned by the bidder) are available around the building (excluding the road side parking area/slots which are not treated as authorized/dedicated parking slots). If yes, give	
	(a) Total no. of parking slots available (of minimum dimension of 10 feet x 6 ft) in the complex.	
	(b) Proportionate share of bidder in (a) above keeping in view the number of occupants of adjoining/neighbor buildings and their size etc. and their right to use such common, dedicated and authorized parking area slots.	
9.9	Distance of the property from DST (Technology Bhavan) (in Kms/Meters).	
9.10	Is building having 'office use' as permissible use by competent authority / civic body	Yes / No
10.	Have you enclosed following documents along with this offer	
10.1	Copy of the building plan, duly approved / sanctioned by the competent authority / Govt., as the case may be (DDA, MCD, NDMC, civic agency	Yes / No

	/ other competent authority)	
10.2	Lay-out sketch of the building, which need not necessary be to the scale. Lay-out Plan should be submitted in respect of the entire building as well as each floor, indicating the details of wall to wall dimensions (in sq. feet.), including partitions /temporary structures, cabins, rooms, compartments,, toilets, shafts, lift cars, verandahs, galleries, passages, stair case etc.	
10.3	If bidding as Power of Attorney of owner, copy of duly Constituted Power of Attorney. If bidding as Authorized Signatory of Company / Partnership Firm, copy of requisite Board Resolution / Authority Letter, etc.	Yes / No
10.4	If the owner or the Power of Attorney of the owner is a partnership firm or a Company / Society etc, copy of the Partnership Deed or Memorandum of Articles of Association of the Company/Partnership Deed / Registration Certificate / Bye laws etc. of the Society, Board Resolution (If bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney need to be submitted).	Yes / No
10.5	Any other relevant documents (Please specify)	

11.	FURTHER DETAILS RELATING TO THE PROPERTY	
11.1.	Details of the 100% power backup, if available, otherwise mention not available, indicate capacity of the DG Set(s)	
11.2.	Details of the air conditioning available, if not available, please specify whether the bidder would be willing to provide complete air conditioning at his cost and at the same terms and conditions and rent indicated in his bid.	
11.3.	Number of Parking Spaces/Slots available.	
11.3.1	Owned by the bidder	
		Total parking slots

		area (in sq.ft.).	(minimum dimension of 10ft x 6ft).
a)	Covered parking spaces (garages, basement parking, stilt parking etc.)		
b)	Open parking spaces		
c)	Total parking spaces owned by the bidder		
11.3.2	Common, dedicated & authorized parking spaces (not owned by the bidder) (excluding road side parking spaces which are not authorized)		
		Total parking area(in sq.ft.)	No.of parking slots(minimum dimension of 10ft x 6ft).
a)	Total parking spaces/slots available around the building		
b)	Proportionate share of bidder in (a) above keeping in view of the number of occupants of adjoining/neighborhood buildings and their size etc and their right to use such common, dedicated and authorized parking area slots. This would be subjected to thorough checking by team of the official committee of DST).		
11.4.	Whether it is an independent building for exclusive use by SERB without sharing with any other user, give details. Please note that the purchaser requires an independent building having exclusive office area and other facilities like electricity meter, water charges, power back-up, lift, cars, water storage and wet points etc.	Yes/No	
11.5.	Details of the wet points/toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any).		
11.6.	If the building already has rooms/ cabins / partitions, give details of each of the room / cabin in terms of its size.(Please refer to para 10.2 also regarding layout sketch).		
11.7.	Details of any other temporary structure(s) built up area within the campus of property offered, if any.		
11.8.	Whether the proposed property / building is free from all encumbrances, claims, litigations	Yes/No	

	etc., if not give details.	
11.9.	Whether the proposed building / property is physically vacant and available for ready to occupy.	Yes/No
11.10.	If not ready to occupy, number of days required to handover the building completely ready for occupying. Parties offering completion after more than 90 days from the Tender Opening Date shall be disqualified.	
11.11.	Whether the owner / bidder would be willing to undertake basic maintenance at his cost in terms of painting, whitewashing & such other items to make the building in state of ready to move in, etc. before occupation by SERB, if required.	Yes/No
11.12.	Whether all Govt. dues: i) property tax, ii) electricity, iii) telephone, iv) water bills, & v) others have been duly paid upto date. (enclose documentary proof for the same)	Yes / No Yes / No Yes / No Yes/ No Yes / No
11.13.	Whether sufficient number of water storage tanks of adequate capacity are available on the roof, if yes give details along with storage capacity.	Yes/No
11.14.	Whether the owner / bidder is a near relative of any personnel of SERB or any other Department/Institution under the Ministry of Science & Technology, if yes give details.	Yes /No
11.15.	Whether owner or bidder has any other official/business dealings with SERB or DST, if yes give details.	Yes/No
11.16.	Whether owner / bidder is prepared to execute the Lease Deed as per the sample format given at Annexure I.	Yes / No
11.17.	Whether bidder / owner wishes to change any condition / clause of the draft/Standard Lease Deed, if yes, list each point clearly with reasons / justification thereof (it may be noted that any demand on the part of the bidder for a material change/ modification in the lease deed cannot be accepted and may have the consequence of making his bid ineligible for	

	consideration.)	
11.18.	Whether proper access from road is available	Yes / No
11.19.	General ambience: Buildings/sites with adverse ambience/ugly surroundings or surrounded by slums/unhygienic, filthy streets or shops etc. shall not be considered acceptable and disqualified. Indicate whether this condition is satisfied in the building offered on rent to SERB.	Yes/No
11.20.	Is the office space offered part of any exquisite or larger Shopping/Commercial Mall/Complex. If so, whether the space offered for SERB building is independent/exclusive portion of such Mall/Complex, having independent/separate entrances etc. Pleas elaborate.	
11.21.	Any other detail / information which owner / bidder may wish to furnish.	

Date:

Signature of the owner / bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s). (also indicate the capacity in which signing, whether on his own behalf or as Power of Attorney / Authorised Signatory of the owner.)

Important Notes :

1. **Please note that total covered / built-up area mentioned under point 9.7 should tally with the covered / built-up area shown in Sl. No. 2 of the Financial Bid.**
2. **Built-up / covered area for the purpose of this bid would mean total built-up area of all floors of main building, built-up area of permanent garages, underground/stilt parking, and other permanent structure, if any. (Also see notes under Financial Bid – Annexure B).**

Subject: Hiring of office accommodation for Science and Engineering Research Board (SERB), Department of Science and Technology, Govt. of India.

FINANCIAL BID

Sl.No.	Particulars	Details (Amount in Rs.) (In figures and words)
1.	Total monthly rent (lumpsum) for the 'entire property' offered for rent (including built up / covered area, of the building, any other permanent structure(s), parking space (including covered, underground, open parking spaces) as well as any other open area, inner roads, garden area etc.) within the complex of the property offered (also including rights to use common dedicated authorized parking spaces)	
2.	Total Built up / covered area, (owned by the bidder) including covered/ underground parking area, if any (like garage, basement parking, stilt parking etc), covered varandas inside/ around the building (in sq. ft.) (should tally with the area indicated in Para under 9.7 of Technical Bid.	
3.	Rate per sq. ft. (Sl. No. 1 divided by Sl. No. 2)	

Date:

Signature of the owner / bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s). (also indicate the category in which signing, whether on his own behalf or as Power of Attorney / Authorised Signatory of the owner.)

Important Notes:

1. Per square feet rate indicated at Sl. No.3, which is to be calculated with reference to total covered / built-up area only owned by the bidder, and the total monthly rent quoted in Sl. No.1 for the entire property offered, will be used for comparison / reference / evaluation purposes. Hence, it must be ensured that total built-up/covered area is correctly reflected in Sl. No.2 and it should tally with the total covered / built-up area shown in Sl. No.9.7 of the technical bid as well as approved building plans/documents etc. of Competent Authority. Furnishing of wrong details of built-up area / covered area available in Sl. No.2 above can lead to rejection of bid. DST/SERB would be free to get such details physically verified through its team/Committee of official, in the presence of representative of bidders. In case of any major variation, such report would be re-verified by a senior officer(s) of DST/SERB, whose report would be treated as final for the purpose of taking the total build up/covered area and calculating the per Sq. ft. area. Lump-sum rate quoted against Sl. No. 1 would be taken as the "offered bid price" for the entire property offered on rent, including all open spaces, open parking area, garden area, etc.(including Right to use common, authorized and dedicated parking spaces) and no additional amount would be payable for such spaces. Subject to bids being technically qualified, and everything else remaining same, and subject to property offered being found suitable / acceptable, for taking on rent for SERB, the per square feet rate shown in Sl. No. 3 above would be the main factor to determine the weightage of financial aspects for determining "lowest financial bid". (as explained in Para 9 to 10 of the tender document and which is reiterated in para 4 below).

2. Please remember to put the financial bid in a separate cover (Cover II). DO NOT put this in Cover I along with technical bid, doing so may lead to rejection of the bid.

3. **Built-up / covered area for the purpose of this bid would mean total built-up area of all floors of main building (including covered varandas inside/around the building, built-up area of permanent garages, underground/basement/stilt parking, and/or other permanent structure(s), owned by the Bidder, if any, within the Complex. (any area which has permanent roof structures like RCC, etc. over it will be treated as buildup/covered area.**

4. For the purposes of determining **lowest acceptable bid out of all technically qualified bids**, following process would be adopted:

(a) Financial aspect would be given a weightage of 65 % (65 marks)
(approximately 2/3rd).

(b) Non financial aspect would be given a weightage of 35% (35 marks)
(approximately 1/3rd).

Bidder getting highest of sum total of marks out of 100 under the above said two categories will be classified as lowest acceptable bidder (to be rounded to two decimal places). This is explained as follows :

(c) Financial Aspect

- (iii) The technically qualified bid which has quoted the lowest per sq.ft. rate in the financial bid (Annexure B) would get 65 out of 65 marks.
- (iv) Other technically qualified bids will get reduced marks out of 65 in the proportion in which their per sq.ft. rate is higher than the lowest per sq.ft. rate.

For example, if there are 5 technically qualified bids whose financial bids (per sq.ft. rate) are as given in Col. 2 below, their marks will be arrived at as indicated in Col. 3:

Bidder	Per sq. ft. rate	Marks out of 65 (to be rounded to two decimal places)
1	2	3
A	10	$65 \times \frac{6}{10} = 39.00$
B	9	$65 \times \frac{6}{9} = 43.33$
C	8	$65 \times \frac{6}{8} = 48.75$
D	7	$65 \times \frac{6}{7} = 55.71$
E	6	$65 \times \frac{6}{6} = 65.00$

Note: Rates mentioned above are meant only for the purpose of clarifications and should not to be taken as indicative or suggestive in any manner.

- (d) **Non Financial Aspect** - Each bidder would be given marks out of a total of 35 marks as per following break-up :

S.No.	Factor	Maximum Marks allotted	Remarks / Note
(i)	Suitability Aspects As no two buildings, even though located in the same area or for that matter even adjoining each other may be of same type and value in terms of rental	15	Each bidder would get marks out of 15 as per assessment of committee, based on its field visits / physical inspections

	depending upon various factors, hence suitability from this aspect can be determined only on the basis of physical verification / field visits by the committee by giving due weightage to this aspect. Suitability of the building would be looked from locational angle, type / nature of construction, quantum of accommodation (within the range advertised), ambience, various facilities available and such factors which in the opinion of the committee make a particular building more suitable as compared to others (from amongst technically qualified bids)		
(j)	For covered parking spaces owned by the bidder (garages, basement / stilt parking etc.) (over and above the minimum essential requirement of 20 parking space , whether owned or common / dedicated authorised parking space)	7	Bidder would get one mark for each lot of 3 parking spaces owned by him subject to a maximum of 7 marks (no marks will be given for a lot less than 3 spaces)
(k)	For open parking spaces owned by the bidder (over and above the minimum essential requirement of 20 parking spaces , whether owned or common / dedicated authorised parking space)	5	Bidder would get one mark for each lot of 5 parking spaces owned by him subject to a maximum of 5 marks (no marks will be given for a lot less than 5 spaces)
(l)	For authorised, dedicated and common parking not owned by bidder (his proportionate share out of total available in the complex) (over and above the minimum essential requirement of 20 parking spaces , whether owned or common / dedicated authorised parking space)	3	Bidder would get one mark for each lot of 5 parking spaces subject to a maximum of 3 marks (no marks will be given for a lot less than 5 spaces)
(m)	State of readiness (for buildings in immediate state of readiness or in a state of readiness for occupation a maximum period of 30 days from the date of	1	Each bidder would get one mark if as per assessment of Committee, the building is either in immediate state of readiness as can be ready for occupation within a maximum

	opening technical bid)		period of 30 days from the date of opening technical bid.
(n)	Higher area within the required range	1	Bidder offering covered / built up area between 14,000 to 15,000 sq. ft. will get 1 mark (excluding covered parking areas)
(o)	Proximity to DST	1	Bidder offering building within a radius of 6 kms from DST would get 1 mark.
(p)	Other factors (to be specifically listed by the committee) (offers / facilities over and above the essential conditions, other than those specified above, which may be found by committee on its physical verification / visit to the sites / buildings)	2	To be decided by Committee based on well identified advantage / facility offered by any bidder, based on its visit to sites / inspection of buildings.
	Total	35	

NOTE: Wherever marks are to be allotted by Committee under any of the points stated above, as far as possible, decision would be as per consensus amongst all the member. In case of difference of opinion / assessment, average of the marks allotted by the members actually visiting the site and participants in the decision making would be taken (e.g. under point (a) and (b) above). Marks allotted by any individual member will be kept totally confidential.

Dated

OFFER LETTER

To

The Under Secretary (Admn.II B)
 Department of Science and Technology,
 Government of India, Technology Bhavan,
 New Mehrauli Road, New Delhi. 110016

Subject: Hiring of office accommodation on lease basis for Science and Engineering Research Board (SERB), Department of Science and Technology, Govt. of India.

Ref: Your Tender Notice No. D-11029/01/2009-Admn.II(B) published in newspapers / website.

Dear Sir,

With reference to your Tender Notice inviting offers for hiring of office accommodation for Science and Engineering Research Board (SERB), I / we hereby submit my / our offer as follows:

- a) Technical Bid – Annexure A (in separate sealed cover along with EMD of Rs.25,000/- & other documents) (Cover I)
- b) Financial Bid – Annexure B (in separate sealed cover) (Cover II)

The two sealed covers containing technical bids and financial bids referred to above have been put in main cover (Cover III) as required.

2. I hereby undertake to abide by all the terms and conditions contained in your Tender No. D-11029/01/2009-Admn.II(B) dated 10-06-2010 calling for offers. (Copy, duly signed, enclosed).

3. I also accept to keep my offer valid for your acceptance upto 4 months of the tender opening date (Technical Bid).

4. I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

5. I also express my willingness to sign the Lease Deed / Agreement as per the sample enclosed with the technical bid, with suitable modifications to incorporate terms and conditions mentioned in the tender document.

Yours sincerely,

Date:

Signature of the owner / bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s). (also indicate the capacity in which signing, whether on his own behalf or as Power of Attorney / Authorized Signatory of the owner.)

Note:-Please put this offer letter in Cover I (containing Technical Bid) along with other required documents.

ANNEXURE-I

Sample subject to suitable modifications as per terms & conditions of the Tender Document.

LEASE AGREEMENT

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 PRESIDENT OF INDIA (hereinafter referred as " THE GOVERNMENT OF INDIA" or Lessee) 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 Lessee 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 extend the lease for a further term as set out in clause 14 hereof.
3. The Lessee shall , subject to the terms thereof, pay gross rent in monthly arrears for the said premises at the rate of Rs.----- per month which also includes a sum of Rs..... towards maintenance and taxes per month. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 8% per annum of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.
4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Government of India 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 Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA 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 Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.

6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.

7. All existing and future rates, taxes including property taxes, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the real bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

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

10. The Government of India 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 Government of India 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 Government of India 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 Government of India 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.

11. The Government of India 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 Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India 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 Government of India 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 Lessor shall make no claim in respect thereof.

13. The Lessor agree with the Government of India that the latter paying the rent hereby reserved and observing and performing the conditions and stipulations herein contained on the Government of India's part 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 Lessor or any person claiming by, through or under them.

14. If the Government of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agree upon between the Government of India and the Lessor in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal.

“Provided that in the event of expiry of the term of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to the lessee.”

“ Provided further that the lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted.”

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

16. Any notice to be made or given to Government of India under these present or in connection with the said premises shall be considered as duly given if sent by the **Lessor through** the post by registered letter addressed to the on behalf of the Government of India, and any notice given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor 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 agreement, the same shall be referred to an arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi.

The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at The arbitration proceedings shall be conducted in Hindi/English/.....*. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of the Government of India.

18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE 'A' REFERRED TO ABOVE:

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 _____.

THE SCHEDULE 'B' REFERRED TO ABOVE:

Details of fixtures and fittings

IN WITNESS WHEREOF the official seal of _____ has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of President of India on the day and year first above written by

(Signature)
 For and on behalf of the President of India



In the presence of

Witnesses : 1

2.....

and by the Lessor in presence of

Witnesses : 1.....

2.....

(Signature)

Name and Address of the Lessor

(In case the Lessor is a Company)

Firm or Society Add :.....

For and on behalf of

Having authority to sign on behalf of the Lessor.....

Vide resolution dated of

Portions which are not applicable may be scored off at the time of filling up of the Standing Lease Agreement (SLA) format.

