

**Request for Proposal/Notice Inviting Tender
for
requirement of plug and play office
on a monthly rental basis at Thane**

Tender Notification No.: **CDACM/PS/CO23-037**

Tender Fee: 1000/-

Issued By



Centre for Development of Advanced Computing

Gulmohar Cross Road No. 9, Juhu, Mumbai 400 049.

Telephone: +91 22 2620 1604, +91 22 2620 1574,

Fax: +91 22 2621 0139, +91 22 2623 2195

Website: www.cdac.in

NOTICE INVITING e-TENDER(NIT)

CDAC, Mumbai is inviting online tender for the requirement of plug and play office on a monthly rental basis in Thane.

Tender document can be downloaded from the link:
<https://eprocure.gov.in/epublish/appor> <https://www.cdac.in>.

Manager (Purchase)
Email: purchasem@cdac.in
Ph: 022-26201604 Ext:
221, 402

Instruction & Information to the Bidders: -

Centre for Development of Advanced Computing (C-DAC) is the premier R&D organization of the Ministry of Electronics and Information Technology (MEITY) for carrying out R&D in IT, Electronics, and associated areas.

Centre for Development of Advanced Computing (hereinafter referred to as C-DAC) has its corporate office in Pune and other offices in various cities across the country.

C-DAC, having one of its offices located in Juhu, Mumbai, invites **e-Tenders through the e-procurement portal** on two-bid systems for **Plug And Play Office On a Monthly Rental Basis in Thane** .

The Bidder is expected to comply with all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid non-conforming to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

The tenderer is bound to observe all the laws, rules, regulations, policies, procedures and guidelines of the Central Vigilance Commission (CVC) and Government of India as in force from time to time.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of requirements. C-DAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the facts, requirements and legal provisions expressed herein.

C-DAC, its Directors, employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of equity or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

C-DAC shall not be liable for any loss, damage, costs etc. of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

C-DAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

Issuance of this RFP does not imply that C-DAC is bound to select a bidder. C-DAC reserves the right to reject all or any of the Proposals (Bids) without assigning any reasons whatsoever.

Bidder shall bear all the costs associated with or relating to preparation and submission of proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by C-DAC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and C-DAC shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by Bidder in preparation or submission of the Proposal, presentation etc. regardless of the conduct or outcome of the selection process.

1. IMPORTANT TENDER DETAILS

Date of commencement of downloading Tender document	08.03.2023 1700 hrs
Date & time of Pre Bid Meeting- Through online VC	13.03.2023 1130 hrs
Tender Submission start date	14.03.2023 1100 hrs
Last date and time for Tender Submission	23.03.2023 1700 hrs
Mode of Tender Submission	Online
Opening of Technical Bids	24.03.2023 1700 hrs
Date & Time for opening of Financial Bid	Will be intimated later.
Validity of Bid	120 days from the specified date of closing of bid.
Bid Securing Declaration letter in lieu of EMD- In reference to with GFR-Clause 170 (iii).	Bid Securing Declaration Letter to be submitted by the bidder as per Annexure-A.

2. TERMS & CONDITIONS

A. PLUG AND PLAY OFFICE SPACE (“OFFICE SPACE”):

The Office space offered, having a clear and marketable title, shall be vacant and fully ready for peaceful occupation on plug and play basis. **The facilities provided shall be required to be made available at the time of the physical inspection by the designated committee in order to qualify in the technical evaluation in line with details listed at ‘Check List of Plug & play facilities’- Annexure-B.**

B. LOCATION

The location of Office Space offered shall be within 3 to 5 KMs radius from the railway station in Thane.

C. ACCESS

The Office space shall facilitate access for physically disabled employees/ visitors and have dedicated entry and exit points for employees of C-DAC.

D. STATUTORY COMPLIANCE

The property, in which the Office space offered is located, shall have appropriate approvals for commercial/institutional use of the property. The Office space shall have adequate security and fire safety measures installed, as per statutory requirements. All statutory clearances/No Objection Certificates from relevant Central/State/Municipal authorities for the property in which Office space is located, shall be obtained and renewed by the owner as per statutory requirements and such renewals shall be intimated to C-DAC in writing. In compliance of the foregoing, as proof, bidder shall submit copies of (i) Approved building plan, (ii) Ownership title deed, (iii) Receipt of latest Municipal tax paid for the subject property, (iv) Receipts of deposits paid for services like Electricity, sewerage connection, fire safety clearance, pollution control NOC etc., in support of details furnished in the Technical Bid.

E. UTILITIES

The Office space shall have 3-phase electricity supply and ensure 24 x 7 power supply through suitable power back up provision. A separate electric meter (commercial) shall be installed exclusively for the use of the Office Space so that C-DAC can pay the charges on actual utilization as per meter readings. The Office space shall have provision for 24 hour running water supply sufficient for both drinking and utility facilities. The building should be operative 24 x7 so that office work beyond normal working hours and non-working days is not hampered or stalled.

Maintenance services of the Office space, including premises of the property in which Office Space is located, shall be undertaken by the owner at his own cost. Such Maintenance services (such as minor civil works, minor electrical works, mechanical work, carpentry work, plumbing works etc., including consumables) shall be undertaken by the owner at his own cost. Necessary arrangements (cabin with fan,

tube light, AC, power sockets and washroom) for watch and ward staff of the Office Space shall be made available. The cost of providing such Maintenance services shall be factored into the financial bid by the owner.

There should be proper security services arrangement in the building.

F. **POSSESSION**

C-DAC intends to take possession and occupy the Office space from **01.05.2023 (tentative)** onwards. Rent shall be payable from the date of handing over of possession of the Office Space to C-DAC. Minor civil works or internal partitioning work, as required by C-DAC, shall be carried out by the owner of the Office space at his own cost as per timeline given by C-DAC. C-DAC may, during the lease rental period, carry out temporary alterations such as change in internal partitioning, change in Office Space fixtures and fittings, as per requirement, at its own cost. **The Office space offered shall be free from any liability/litigation/ encumbrances with respect to its ownership/ lease/renting, at the time of participation in this tender process.**

G. **LEASE AGREEMENT**

The successful bidder shall enter into lease agreement with C-DAC within one week of receipt of communication regarding award of tender. The successful bidder shall enter into lease agreement with C-DAC in a format incorporating subject tender terms & conditions in addition to standard legal clauses as deemed fit for government institutes. **The period of lease should be approximately for a period of 1 year, with a provision for annual upward revision of rent as per prevailing market trend to be mutually agreed upon.** No dues (society or statutory taxes) shall be outstanding at the time of handover of the property by the successful Bidder. The supporting documentary evidence of all receipts shall be submitted in this regard by the successful Bidder (last paid receipts of property tax, water tax, society dues etc.). **No security deposit or advance rent shall be paid by C-DAC.** This Agreement shall be governed by and construed in accordance with the laws of India.

H. **DISPUTE RESOLUTION AS TO BIDDING**

Any dispute related to bidding process, raised by one or higher number of bidders, shall be subject to final decision by Executive Director, Centre for Development of Advanced Computing (An Autonomous Scientific Society of Ministry of Electronics and Information Technology, Govt. of India), Gulmohar Cross Road No. 9, Juhu, Mumbai. C-DAC reserves the right to reject all or any bids at any stage, without assigning any reasons thereof.

3. PREPARATION OF BIDS AND BID SUBMISSION

Before submission of the bid, the bidders must verify the eligibility criteria and also ensure fulfilling all the terms and conditions. In the absence of copies of documents/ Certificates under eligibility criteria above, the bid is liable to be rejected. Bids shall be **submitted online only at CPP Portal <https://eprocure.gov.in/eprocure/app>**. Manual bids shall not be accepted. The tenderer shall not tamper/modify the tender form including downloaded price bid form in any manner.

- a) Bidder should take into account any corrigendum published on the tender

- document before submitting their bids.
- b) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of documents have to be submitted including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - c) Bidder should submit all the documents in time i.e. on or before the last date and time for bid submission. Bidder will be responsible for any delay due to any issues.
 - d) Incase any particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bids containing technical bid , financial bid and Bid Security Declaration in respect of each premises.

Note

- All the documents must be signed in ink by the authorized signatory of the bidder
- The bid documents must be properly arranged in sequence.
- C-DAC reserves the right to reject the bid, if any of the above listed documents are not submitted.

Language of Bids

The Bid should be prepared and submitted by the Bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall prevail.

Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Financial Bids.

- Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

Bid Disqualification

The Bid is liable to be disqualified/ a proper explanation may be called in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the Bid, or its extended period, if any, the Bidder increases its quoted prices;
- b. The Bidder's Bid is conditional and has deviations from the terms and conditions of RFP;
- c. Bid is received in incomplete form;
- d. Bid is not accompanied by all the requisite documents;
- e. Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any;
- f. Financial Bid is enclosed with the same document as Technical Bid;
- g. Bidder tries to influence the Bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process;

4. BID EVALUATION PROCESS

- I. There shall be a two stage bidding process followed for hiring of Office space. At the first stage, technical bids received from the owners of the properties as per format in **Annexure-C** along with supporting documents shall be opened and evaluated. Based on the declarations made by the owners in the technical bid, **the designated C-DAC Committee shall visit the property concerned, in order to verify the status and quality of facilities on offer as per Annexure-B & C.**
- II. **In case of any mismatch of facilities as per Annexure - B & C during the physical site inspection by C-DAC's designated committee, such bids shall be rejected in the technical evaluation process.**
- III. During evaluation of the bids, CDAC at its discretion, may ask the bidder for clarification of its bid.
- IV. C-DAC reserves the right to seek any document in original related to the premises for verification at any stage of the tender process.
- V. Thereafter, C-DAC shall finalize the list of technically qualified properties. At the second stage, the financial bids shall be opened.
- VI. On opening of the financial bids, the financial bids shall be evaluated based on L1 basis and also subject to comparison of prevailing market rate in that location by the designated C-DAC Committee. Accordingly, the tender will be awarded to the successful bidder.
- VII. It shall be the responsibility of the bidder to ensure that the bid to be submitted is as specified in Tender document, within the stipulated closing time and date.
- VIII. Any form of canvassing or attempts to influence the evaluation of bids shall attract immediate disqualification of the bid.
- IX. C-DAC reserves the right to alter its requirement, commercials, or clauses above as it may find appropriate, any time after submission of the above RFP/Bid Document.

5. TECHNICAL BID

Technical Bid shall contain the documents mentioned in the Annexure-C along with following documents:

Sr. No.	Documents Type	Annexure Name
1	Bid Securing Declaration Letter	Annexure-A
2	Plug & play Facilities Check List	Annexure-B
3	Technical Bid Documents	Annexure-C
4	Tender Acceptance Letter	Annexure-D
5	Non- Blacklisting Declaration Letter	Annexure-E

Important Note:

- a) **If the bid is incomplete and / or non-responsive it will be rejected during technical evaluation. So bidders are requested to ensure that they provide all necessarily details in the submitted bids in time and in the manner mentioned in this Bid.**
- b) **If any price details are found in the Technical Bid, the bid/offer will be summarily rejected at the technical stage itself.**

6. PRICE BID (Annexure F)

- **PRICE BID SHOULD NOT BE SUBMITTED ALONG WITH TECHNICAL BID DOCUMENT.**
- The PRICE BID/PART shall contain only schedule of rates dully filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. CDAC shall not take any cognizance of any such deviations/conditions and may, at its sole discretion, reject such price bid.
- Price should be given in INR in figures only.
- The price to be quoted for the monthly rental charges as “unit rate” and GST to be filled. The L1 will be compared based on the unit rate with GST i.e. monthly rental charges with GST. The monthly rental charges will be for providing all the facilities mentioned in the Annexure-B except Electricity charges and no extra cost will be paid.
 - Price offered by the bidder shall not appear in any manner in the technical bid.
 - The GST rate to be filled in the price bid format without fail. In case of receipt of price bid without GST rate, it shall be construed that the rate quoted in the price bid is inclusive of GST for further process.

6. SPECIAL CONDITIONS OF CONTRACT (SCC)

- (1) **Rent Basis:** The rent quoted should be in the prescribed format as per price bid format including GST for providing all required facilities as per the subject tender without any extra cost except Electricity Bill which will be paid by C-DAC based on the meter readings. The quoted rent in BOQ is fixed and shall not be subject to escalation of any description during the bid validity period. The annual rent increment will be **as per prevailing market trend to be mutually agreed upon in writing.**

(2) **Billing & Payment: Proper GST billing to be issued in the name of Centre for Development of Advanced Computing (C-DAC), Gulmohar Cross Road No. 9, Juhu, Mumbai by the Lessor.** The monthly rent charges would be made by C-DAC in advance within 10 days after receipt of the bill by Lessor. **Simultaneously, C-DAC will verify through GST portal for the GST amount charged on the previous Bill and after verification, the GST portion will be paid to the Lessor in the following/ subsequent month.** The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India

(3) **TDS:** C-DAC shall be deducting necessary TDS at the time of paying monthly rent charges and TDS certificate will be issued to the Lessor. **TDS deduction on Rent as applicable in line with Income Tax Act 1961 and other statutory taxes also applicable on Rental property, if any.**

(4) **Penalty towards interrupted services:**

Considering the crucial nature of project work going to setup in the rented Office space, the Electricity and Air- conditioning facilities are predominant requirements for the comfort working of the backup team. In case of any interruption in these services, C-DAC shall have the right to deduct a penalty @ 5% on per day rent basis for each day of interrupted facilities, subject to maximum period of 3 days per month, beyond which penalty will be levied @ 10% for the additional days. Accordingly, the penalty amount shall be deducted in the upcoming rent bill post such interruptions. The provisions of this Clause shall override all other clauses and shall survive the termination of the Lease Agreement.

(5) **Dispute & Arbitration:**

If at any time, dispute or difference whatsoever arises between the Parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof, the same shall be settled amicably within a period of 30 days from date when such dispute was raised by either Party in writing. In the event both parties are unable to resolve the dispute amicably, the same shall be referred to the sole arbitrator mutually appointed under the Arbitration & Conciliation Act 1996, along with amendments issued from time to time and rules made there under, or any legislative amendment or modification made there to.

The seat for the arbitration shall be Mumbai, India and language shall be English. The Award given by the Arbitrator shall be final and binding on the Parties. The rights and obligations of the parties shall remain in full force and effect, pending the result of any arbitration proceedings.

(6) **Cancellation of Contract:**

C-DAC reserves the right to accept or reject the tender in full or in part at its Sole discretion without assigning any reason whatsoever.

(7) **Termination of lease Agreement:**

(i) The initial lock-in period shall be **minimum 01 year** from the commencement of lease (actual possession) for the leased premises/Office Space. After the lock-in period, the Lessee and Lessor shall have the right to terminate the Lease any time during the lease term by giving three months' written notice in advance to the other party of its intention to terminate the lease. In the event of termination of lease or expiry of the lease period, C-DAC shall hand over peaceful and vacant possession of the office premises/Space with all the fittings and fixtures intact and in working order (fair wear and tear being accepted).

(ii) **Termination for Material breach:** C-DAC may terminate the Lease Agreement by providing 15 (fifteen) days' prior written notice to the Bidder/Lessor, upon the Bidder/Lessor's material breach of the Lease Agreement, provided that the Bidder/Lessor fails to cure the material breach within 15 (fifteen) days of receipt of said breach notice. In the event the Bidder/Lessor is unable to complete the works as mutually agreed upon between the parties within the agreed upon timelines and even after the rectification period, if any, as mutually agreed by the parties, C-DAC shall be entitled to terminate the Lease Agreement with immediate effect and Bidder/Lessor shall be liable to pay C-DAC compensation towards the same. C-DAC shall be entitled to employ another Bidder/Lessor for the renting of such Office Space and the Bidder/Lessor shall be liable to compensate C-DAC for the same as well, in addition to the above.

(iii) **Survival:** The provisions of the Lease Agreement which, by their nature or terms, require performance after the termination or expiration of the Lease Agreement, or have application to events that may occur after the termination or expiration of the Lease Agreement, will survive the termination or expiration of the Lease Agreement

(8) Force Majeure:

Should any of the force majeure circumstances, namely acts of God, natural calamity, epidemics, pandemics, quarantine, fire, Government of India Policy, court orders, court orders in rem, insurrections, civil unrest, terrorist actions, restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades which are unavoidable and prevent the C-DAC/Successful Bidder from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Bid and/or the subsequent Lease Agreement shall be extended for as long as these circumstances prevail. In the meanwhile, the Bidder shall continue to perform his obligations under the Bid and/or subsequent Lease Agreement as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

In the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may there by sustain.

The party unable to carry out its contractual obligations under the Bid and/or the subsequent Lease Agreement shall immediately advise the other party, in writing, of the commencement and the termination of the circumstances preventing the performance of the contract/Lease. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

Further CDAC will not be responsible for and liable to make good any losses that may be sustained in respect of the premises /assets on account of risk of burglary , fire or any natural calamity.

(9) No Contractual Obligation:

C-DAC is not bound contractually or in any other way to any prospective bidders to this tender. C- DAC is not liable for any costs of compensation in relation to expenditure incurred by the prospective buyer with regard to this tender on whatsoever reasons/grounds whether or not C-DAC terminates, varies, or suspends the tendering process or takes any other action permitted under this tender provisions during the course of execution.

(10) Indemnification:

The successful bidder shall fully indemnify, hold harmless and defend C-DAC and its employees, officers, affiliates etc., from and against all claims, liabilities, suits, damages to person and/or property including any criminal liability due to false declaration by the successful bidder with regard to the subject tender transaction etc., caused due to negligence/commission/omission of the Successful bidder or its agents and representatives or sub- contractors or any other person claiming or any other person claiming under this tender or under the applicable laws of India.

(11) Non-Disclosure of Information:

The bidder shall not communicate or use in advertising, publicity, sales releases or in any other medium any information/materials including but not limited to description of the site, dimensions, photographs or any other information concerning the work under this Bid/ Lease Agreement which may come to its possession, without the prior written permission of the CDAC. The Bidder shall not, without the prior written consent of C-DAC, store, copy, distribute or retain any such documents or data given by C-DAC or coming in his possession/custody through any other mode, during the tenure of the Bid and/or subseunet Lease Agreement.

(12) Jurisdiction:

The jurisdiction for the purpose of settlement of any dispute or difference whatsoever in respect of or relating to or arising out of or in any way touching this bid/lease agreement or the terms and conditions there or the contraction/interpretation, subject to the provisions of the Dispute Resolution and Arbitration, shall be that of the appropriate court in Mumbai.

(13) Disclaimer

The purpose of this tender is to provide the bidder(s) with formation to assist in the formulation of their proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advice. C-DAC, its employees and advisors, make no representation or warranty or liability to any person, including the Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP/Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP/Bid Document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this Tender. This tender is not an offer by C-DAC Mumbai, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP/BID DOCUMENT process unless and until a Lease Agreement is executed between the Bidder/ Lessor and C-DAC.

(14) Corrupt (or) Fraudulent Practices

- It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- C-DAC will reject the bid if it is determined that the bidder recommended for the award has engaged in corrupt or fraudulent practices while competing for this contract/Bid.
- C-DAC may declare a bidder ineligible, either indefinitely or for a stated duration, for award of a contract if it, at any time, determines that the bidder has engaged in

corrupt and fraudulent practices during the award / execution of contract.

(15) Interpretation of the Clauses in the Tender Document/Contract Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in this tender Document, the interpretation of the clauses by Executive Director, C-DAC shall be final and binding on all parties.

(16) Assignment:

- a. Bidder shall not assign the Agreement to any third party during the validity of bid without prior written consent of C-DAC.
- b. During the period of Lease Agreement, the owner/landlord shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to C-DAC with any party affecting C-DAC's right of occupation and any of the terms of the lease without written consent of C-DAC.
- c. This Bid and/or the subsequent Lease Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

(17) Limitation Of Liability

- a. Under no circumstances will C-DAC be held liable to the Bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising due to rejection of Bid/s.
- b. With regard to the liability of the Bidder, the limitation of liability shall not be confined only to loss suffered arising out of fraud, misrepresentation or breach of confidentiality obligations perpetrated by the Bidder and, in such cases, the claim shall be equivalent to actual loss suffered or as may be quantified/imposed or ascertained by a competent Authority (Statutory or Judicial).

ANNEXURE – A

BID SECURING DECLARATION

Centre for Development of Advanced Computing
Gulmohar Cross Road No. 9,
Juhu,
Mumbai 400 049

Dear Sir,

SUB: TENDER FOR REQUIREMENT OF PLUG-AND-PLAY OFFICE ON MONTHLY RENTAL BASIS IN THANE

Tender Reference No. C-DAC/PS/CO23-037

I/We..... declare that I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We a) have withdrawn/modified/amended, impaired or derogated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or b) having been notified of the acceptance of our Bid by C-DAC during the period of bid validity (i) fail or refuse to execute the contract/Lease Agreement, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

If our offer is accepted, I / We undertake to execute the Lease Agreement and hand over the vacant and peaceful possession of premises to C-DAC as specified in this RFP/Bid Document/ Lease Agreement .

I / We agree to abide by all the terms and conditions of this RFP/Bid Document, and the rates quoted therein by us for the premises to be provided to C-DAC will be valid up to the period prescribed in the Bid, which shall remain binding upon us

Signed: *(insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)*

Name: *(insert complete name of person signing the Bid Securing Declaration) duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)*

Dated on _____ day of _____ (insert date of signing) Corporate Seal
(where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE-B

CHECK LIST FOR PLUG AND PLAY FACILITIES

Be Part Of Rent Charges With Air Conditioners And

No Extra Cost To Be Paid

Sr. No.	Item	Rate
1.	Outside Reception Area with Guest sitting place	
2.	Reception Area with Guest sitting place	
3.	Sever Room	
4.	4 Seater Meeting Room	
5.	8 Seater Meeting Room	
6.	14 Seater Conference Room	
7.	2 Cabins for Senior Position	
8.	1 Cabin For MD	
9.	5 Cubicles in L Shapes	
10.	67 Works Station	
11.	Ladies Toilet	
12.	Gents Toilet	
13.	Pantry with Sitting Arrangement	
14.	Sufficient Storage space with Cabinet	
15.	Number of car parking	
16.	Number of two wheeler parking	

ANNEXURE - C

TECHNICAL BID SUPPORTING DOCUMENTS

Sr. No	Item	Response	Document Type	Page Number
1	Name of Bidder		Any Government Issued Identity Document	
2	PAN		Copy of PAN	
3	GSTN		Copy of GSTN	
4	Correspondence Postal Address		Any Government Issued Address Document	
5	Mobile Number		NA	NA
6	Email ID		NA	NA
7	Address of Office space offered		Any Government Issued Address Document/ Previous Lease Agreement (Registered)	
8	Is Bidder the Owner of Office Space offered? (Yes/No)		Ownership proof if Yes	
9	Is Bidder Authorized to participate in bid on behalf of Owner of Office Space offered? (Yes/ No)		Authorization proof if Yes	
10	Bidder Type (Individual/ Proprietor/Partnership firm/Company/Society/ any other).		Proof of bidder entity type, If not individual.	
11	Category of offered space, as certified by relevant authority (Residential/Commercial/ Institutional/ Industrial/ any other).		Proof of category of space Offered in bid; Occupation Certificate, if applicable	
12	Year of construction of property in which Office space offered is located		Completion Certificate/Undertaking by bidder.	
13	Is Office space located within 3 to 5 KMs radius from Thane, Railway Station		Current year Property Tax Receipt issued by Municipal Corporation	
14	Carpet area of offered Office space		Proof of carpet area certified by Government Engineer/ Architect	

15	Built Up area of offered Officespace		Proof of carpet area certified by Government Engineer/ Architect	
16	Sketch and site plan of offered Office space enclosed? (Yes/ No)		Copy of sketch and site plan certified by Government Engineer/ Architect	
17	Number of Lifts available for offered Office space		Printout in sketch	
18	Adequate provision for drinking water and for utilities for average occupancy of 25-30 members? (Yes/ No)		Please enter number (Attach latest Municipal Water supply bills also)	
19	Adequate sanitation and water Supply points installed for Average occupancy of 25-30 members? (Yes/No)		Please enter number (Attach latest Municipal water supply bills also)	
20	Adequate power load for the Office space offered? (Yes/No)		Please enter current load Details (Attach latest Electricity bill also)	
21	Adequate power backup Facility for the Office space offered? (Yes/No)		Please enter current Capacity details	
22	Adequate electrical points for Average occupancy of 25-30 members? (Yes/No)		Please enter number	
23	Adequate number of LED fixtures light for the Office Space offered? (Yes/No)		Please enter number	
24	Adequate number of fans for the Office space offered? (Yes/No)		Please enter number	
25	Adequate central air conditioning/ACs provided? (Yes/No)		Please enter number of ACs, if not centrally air conditioned	
26	Clearance/No Objection Certificate from all relevant Central/ State/ Municipal Authorities? (Yes/ No)		Fire Safety Certificate, Building Plan approval, Pollution Control Board NOC etc-all of which are relevant.	

27	Adequate number of fire extinguishers for Office space offered? (Yes/No)		Please enter number	
28	Is offered space free from liability/ litigation/ Incumbrances as on current date? (Yes/No)		Self-attested undertaking to that effect to be provided.	
29	Soft copies of 5 to 6 photographs(8"x8" size) of the premises taken from different angles showing complete view (inside and outside, including road view) be attached	-	Soft Copies attached.	
30	Is bidder willing and able to comply with Plug and Play facilities listed at Annexure 1 of Notice Inviting Tender, by 01.05.2023 with no extra cost? (Yes/ No)		Self-attested undertaking to that effect to be provided.	
31	Is bidder willing and able to sign the lease agreement as per the provisions of the Tender within a week of award of tender? (Yes/ No)		Self-attested undertaking to that effect to be provided.	
32	Last three years (2019-20, 2020-21, 2021-22) ITR filed by the Lessor/Legal Owner of the property.		Copies of ITR. Relevant acknowledgments.	
33	Any other salient aspect of the building, which the party may like to mention			

Declaration:

- i) I/We have read and understood the detailed terms and conditions in the Notice Inviting Tender, the list of facilities required to qualify for Plug and Play basis of Office space, the formats for technical and financial bids, and agree to abide by the same in totality.
- ii) I/We hereby declare that the above particulars of the Office space offered against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false, I/ We shall be liable to disqualification from tender process and/ or such lawful action as the Office/C-DAC may wish to initiate.
- iii) That the Office Space has clear and marketable title and is free from encumbrances and all court cases, litigation and from any kind of dispute of any nature. In the event of accepting the bid, the vacant and peaceful possession of the Office Space, to the satisfaction of C-DAC, shall be handed over to C-DAC at the time of registration of Lease Agreement.
- iv) That the drafts of all documentation which may be finalized by C-DAC and its solicitors/lawyers shall be final and binding on me/us.
- v) That no statutory dues are pending over the Office Space.
- vi) That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the Lease Deed before execution of the same or a letter authorizing the said use will be provided by me/us.
- vii) I/We undertake that my/our legal entity has not been blacklisted by any Govt. Department/ Public Sector Undertaking /Autonomous Body.
- viii) The information/documents furnished along with the above Technical bid are true and correct to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document shall lead to disqualification from tender process and/or such lawful action as the Office/C-DAC may wish to initiate.
- ix) I understand that in case any deviation is found in the above statement at any stage, my/our legal entity shall be blacklisted for a period of 2 Years.

Name & signature with stamp (if any) of Bidder

ANNEXURE- D

TENDER ACCEPTANCE LETTER
(To be given in Company Letter Head)

Centre for Development of Advanced Computing
Gulmohar Cross Road No. 9,
Juhu,
Mumbai 400 049

Dear Sir,

**SUBJECT:TENDER FOR REQUIREMENT OF PLUG-AND-PLAYOFFICE ON
MONTHLY RENTAL BASIS IN THANE**

Tender Reference No. C-DAC/PS/CO23-037

1. I / We have downloaded / obtained the tender document(s) for the above mentioned "Tender" from the website(s) namely: www.cdac.in / <https://eprocure.gov.in/eprocure/app> etc; as per your NIT / advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from **Page No.1 to 17** (including all documents like annexure(s), schedules (s), etc.), which form part of the Lease agreement and I/we shall abide hereby by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tenderdocument(s) / corrigendum(s) in its totality /entirety.
5. I /We do hereby declare that our firm has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department/ organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the Agreement, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory
(Signature of the Bidder with official Seal)
Email Id for correspondence.

ANNEXURE – E

NON-BLACKLISTING/DEBARRING LETTER
(To be given in Company Letter Head)

Centre for Development of Advanced Computing
Gulmohar Cross Road No. 9,
Juhu,
Mumbai 400 049

**SUB:TENDER FOR REQUIREMENT OF PLUG-AND-PLAY OFFICE ON MONTHLY
RENTAL BASIS AT THANE**

Tender Reference No.C-DAC/PS/CO23-037

I/we hereby certify that the our firm n a m e l y _____ is neither Blacklisted/debarred by any Central/State Government/Public Undertaking/Institute nor is party to any criminal case registered / pending against the firm or its owner / partners anywhere in India (or) against any of its branches (or) partners abroad. Further, we confirm the following that we are:

- a) Not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
- b) Not appointing/ employing directors and/or officers who have been convicted of any criminal offence related to their professional conduct or have made false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- c) Not having a conflict of interest in the procurement in question as specified in the bidding document or against C-DAC.
- d) Complying with the code of integrity as specified in the bidding document.

I also certify that the above information is true and correct in any and every respect and in any case at a later date it is found that any details provided above are incorrect, any Agreement entered into with the above firm may be summarily terminated and the firm blacklisted.

Yours faithfully,

Authorized Signatory
(Signature of the Bidder with official Seal)

ANNEXURE – F

PRICE BID FORMAT

(To be given in Company Letter Head)
(To be submitted in a separate sealed envelope super scribed
“Financial Bid”)

Centre for Development of Advanced Computing
Gulmohar Cross Road No. 9,
Juhu,
Mumbai 400 049

**SUB:TENDER FOR REQUIREMENT OF PLUG-AND-PLAY OFFICE ON MONTHLY
RENTAL BASIS AT THANE**

Tender Reference No.C-DAC/PS/CO23-037

DESCRIPTION	RATE PER MONTH (RS.)	GST (%)
Monthly rent for co-working space / plug and play office on monthly rental basis in THANE. (as per detail mentioned in tender documents) The monthly rental charges will be for providing all the facilities mentioned in the Annexure B Except electricity charges and no extra cost will be paid		

Signature and Stamp of the Owner

Name:

Contact no.