

BUREAU OF INDIAN STANDARDS
(Western Regional Office)
Manakalaya, E-9 MIDC, Marol, Andheri (E)
Mumbai 400 093.

TENDER NOTICE

Bureau of Indian Standards (BIS) requires accommodation for setting up its Holiday Home at Saputara in Gujarat.

Sealed tenders are invited from the interested parties under two-bid system for providing holiday home at **Saputara in Gujarat.**

For this purpose, 2 suites /2 row houses with two bedrooms in each row house with attached bathroom/toilet and other facilities such as 24 hours water and electricity supply, geysers, suitable furniture items, almirah, cupboard, colour TV (Cable/DTH) etc in each suite shall be required on lease basis for a period of one year initially which may be extended further based on satisfactory performance/services. One common kitchen for each suite/row house cooking with LPG connection shall be required. The accommodation shall be at a convenient distance from bus stand and/or railway station.

The tender document may be downloaded from our website www.bis.org.in and www.eprocure.gov.in

Owners of suitable premises, including hotels with the above mentioned facilities may send their detailed offers in sealed cover superscribed "Offer for Holiday Home" to "Officer In-charge (Admin. & Fin.)", Bureau of Indian Standards, Manakalaya, E-9 MIDC, Andheri East, Mumbai-400 093 latest by 1430 h on or before **08.06.2015**. **The tender will be opened at 1500 h** the same day in the presence of the authorized representatives of tenderers who may like to be present.

The details of Terms & Conditions are given in the Tender Document. The tenders/bids shall remain valid for 3 months for acceptance.

Officer Incharge (Admn.& Fin.)

Note : Every page of the tender document shall be signed with company seal by owner/authorized signatory as a token of acceptance of Terms & Conditions.

BUREAU OF INDIAN STANDARDS, MUMBAI
Manakalaya, E-9 MIDC , Andheri East, Mumbai 400 093

SUBJECT: PROVIDING HOLIDAY HOME AT SAPUTARA IN GUJARAT

1. INVITATION TO BID

- 1.1 Sealed tenders, under two bid system (Technical and Financial) are invited for providing Holiday Home at Saputara in Gujarat initially for a period one year.

2. GUIDELINES FOR SUBMITTING THE TENDER

- 2.1 The Technical bid shall consist of information pertaining to the technical qualifications of the parties.
- 2.2 Technical bid shall be opened first for assessing technical qualification and competence of the parties.
- 2.3 Financial bid shall be opened of only those bidders, who are found successful in the process of technical assessment by this office.

The Financial Bid shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor

- 2.4 Technical bid and financial bid shall be put in separate envelopes duly sealed and superscribed with **“Technical Bid for Holiday Home” and “Financial Bid for Holiday Home” respectively.**
- 2.5 The bids shall be duly signed by the owner of the Hotel/Property or by it authorized signatory. In case bid is signed by the authorized signatory, it shall accompany alongwith valid authorization/resolution authorizing the signatory.
- 2.6 Both sealed envelopes, containing “Technical Bid” and “Financial Bid” may be put in a third envelope which may also be sealed and submitted to this office duly superscribed with ‘Offer for Holiday Home’
- 2.7 All the three envelopes must bear the Name & Address of the party and addressed to “Officer Incharge (Admin. & Fin.)”, Bureau of Indian Standards, ‘Manakalaya’ E-9 MIDC, Andheri East, Mumbai 400 093”. Last date for submission of sealed offer is 08.06.2015 **by 14.30 h.**
- 2.8 Technical bid shall be opened on 08.06.2015 **at 1500 h** at our office, in the presence of such bidders or their authorized representatives who may like to be present.
- 2.9 Date of opening of financial bid shall be decided thereafter.

3. DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID FOR ASSESSMENT

- 3.1 Self-Attested Copy of Licence of Appropriate Authority awarded to the party for carrying out business. It may be noted that the contracting firm shall be solely responsible for any penalty imposed by appropriate authority due to default on this account which is revealed in future.
- 3.2 Self-Attested Copy of PAN No. issued by the Income-tax Department.
- 3.3 Self-Attested Copy of Service Tax Registration No. issued by the Service Tax Commissioner.
- 3.4 Details of other parties to whom Holiday Home services are/were being provided, in the proforma for providing required information, as enclosed at Annexure I.
- 3.5 Proforma pertaining to yes/no for the facilities available at Annexure II may be completed and submitted.
- 3.6 Proforma pertaining to yes/no for the required documents at Annexure III may be completed and submitted.
- 3.7 A visit/visits will also be conducted at the premises of the parties by a team of BIS officers to verify the facts and documents as stated in the Technical Bid. The financial bids of those bidders shall be opened whose premises are considered suitable for the purpose of setting up of holiday home by BIS.

4. DOCUMENTS TO BE SUBMITTED WITH FINANCIAL BID

- 4.1 Proforma at Annexure-IV may be completed for submitting the Financial Bid and submitted in a separate sealed envelope.

5. TERMS AND CONDITIONS

- 5.1 All of the terms and conditions listed out in the tender document will comprise the part of Lease Agreement with the successful bidder.
- 5.2 The party shall provide accommodation for setting up Holiday Home for BIS at a convenient place at one of the places i.e. in **Saputara in Gujarat**.
- 5.3 The Holiday Home shall be, at a convenient distance from Bus Stand and/or Railway Station.
- 5.4 The lease agreement shall be entered into for a period of one year initially, which may be extended further on yearly basis, if services are found satisfactory with the same terms and conditions.

- 5.5 The Holiday Home shall consist of two suites/two row houses(with two bedrooms in each Suite/Row House) and should have the minimum capacity to accommodate four persons in each suite/each RH.
- 5.6 The suites/Row Houses shall have facilities of attached toilets with bathrooms, geysers and 24 hours water & electricity supply.
- 5.7 The suites /Row Houses shall have facilities like, furniture items such as one double bed or two single beds with beddings, dressing table, cupboards, colour TV set with cable connection, etc.in each suite as per requirement.
- 5.8 The suite should be well ventilated preferably sun-facing and maintained clean and tidy.
- 5.9 Income tax/TDS, as per rules shall be deducted from the bill of the party.
- 5.10 BIS reserves the right to terminate the contract by giving 30 days' notice without assigning any reason whatsoever.
- 5.11 In case of any dispute or differences arising under the terms of this Agreement, the same shall be settled by reference to arbitration by a sole arbitrator to be appointed by Deputy Director General (Western Regional Office), Bureau of Indian Standards, Mumbai. The provisions of Arbitration and Conciliation Act, 1996, shall be applicable.
- 5.12 BIS reserve the right to accept or reject summarily any or all bids in whole or in part without assigning any reason thereof.
- 5.13 BIS takes no responsibility for delay, loss or non-receipt of offer after dispatch.
- 5.14 Incomplete/conditional offer shall not be accepted.
- 5.15 The rooms including doors, windows, shall be painted before the start of the lease period and repainted/distempered polished once in a year.
- 5.16 Rooms shall be got cleaned every day and as and when required. The linen of beddings shall be changed daily and with change of occupants.
- 5.17 Curtains shall be cleaned periodically. Two towels and two cakes of soap shall be provided to officials occupying rooms once on checking in and will be replaced every day. The holiday home provider shall ensure adequate supply or both hot and cold water in bathrooms/toilets.
- 5.18 Holiday Home provider shall pay property tax, scavenging tax and all other local taxes and electricity, water charges in respect of the same premises as applicable from time to time.

- 5.19 Holiday home provider shall carry out all maintenance work in the building and keep all fittings and fixture in good condition.
- 5.20 Payment of lease amount shall be made on half yearly basis on receipt of demand letter from the owner of the property.
- 5.21 The accommodation shall be on lease initially for one year and may be extended further on yearly basis, on same rent and other terms and conditions. However, the lease may be terminated by giving 30 days notice in advance, by either party.
- 5.22 The rooms held by the Lessee (BIS) shall be kept locked and shall not be allowed to be used by anyone else except BIS employees who will be officially allotted the rooms for stay. For this purpose BIS official(s) would carry an official letter from the Lessee.
- 5.23 In addition to the double bed or two single beds provided in these rooms, additional beddings (two) shall be provided by the holiday home provider as and when required without any additional payment.
- 5.24 The holiday home provider shall maintain a Register for recording the stay of BIS officials and their families in the allotted rooms.
- 5.25 The necessary arrangement for locking and opening of the rooms, keeping records etc. shall be made by the holiday home provider.
- 5.26 The holiday home provider shall take charge of the utensils provided by BIS and allot to each BIS employees occupying the rooms as per quota to be fixed by the lessee. The holiday home provider would be responsible for the safe custody of utensils etc. provided by BIS for the kitchen.
- 5.27 There should be adequate provision for fire-fighting.
- 5.28 The charges of Holiday Home shall include wages of Care Taker to be provided by the owner. Electricity Charges however will be paid by lessee on production of evidence for the same.

6. JURISDICTION

- 6.1 In case of any dispute arising out of the business or interpretation of any clause of the Tender, the Courts at Mumbai alone shall have the jurisdiction to try and decide.

7. EARNEST MONEY

- 7.1 Earnest money of Rs. 30,000.00 will be required to be deposited in the form of Demand Draft in favour of "Bureau of Indian Standards" payable at Mumbai alongwith tender document.

8. SECURITY DEPOSIT

8.1 Successful bidder shall have to deposit Performance Security Deposit at the rate of 10% of the annual value of the contract/tender amount for the fulfillment of the contract. The said amount is payable by demand draft in favour of “Bureau of Indian Standards, Mumbai.” Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. No interest shall be payable on this amount. The security deposit shall be deposited within two week from the date of acceptance of tender, failing which BIS reserves the right to cancel the acceptance of the tender. In the event of any breach of Terms and Conditions of the contract, default or any other type of lapse on the part of the holiday home provider, the contract shall be terminated without assigning any reason and the security deposit will be forfeited by BIS.

8.2 Half yearly payment shall be made within 15 days from the date of signing of the lease agreement on receipt of demand letter for the same from the owner of the Holiday home.

8.3 The bid shall remain valid for three months from the date of opening of Technical Bid.

9) EVALUATION PROCEDURE

9.1 The Technical bids will be scrutinized on the basis of basic eligibility criteria. Thereafter, visit/visits may also be conducted at the premises of the parties by a team of BIS officials to verify the facts as stated in the Technical Bid. Weightage shall be given to those parties who have earlier provided or currently providing Holiday Home services to Government /semi-Government/ MNCs (Annexure-I).

Annexure I

(Technical Bid)

Details of other parties to whom Holiday Home services are/were being provided

Sl. No.	Name, Address, Contact numbers of the organization	Period of contract	Whether Government/semi- Government/MNC/
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* Supporting documents must be enclosed.

Signature with date:

Seal :

ANNEXURE II**(Technical Bid)**

Sl. No.	Description of proposed holiday home	Remark
1.	Location -vicinity, specify	Yes/No
2.	Sun facing	Yes/No
	Distance from Railway StationKm.
	Distance from Bus StandKm.
3.	Two Suites	Yes/No
	Accommodation for number of persons in each room and its area. (two beds + additional bedings)	Mention Rooms size i) ii)
		Yes/No
4.	Attached toilets with geysers (24 hour water supply) and drinking water supply with RO/Aquaguard	
5.	Facilities like:	Yes/No
	i) Furniture, Chairs, table and other items like double beds, dressing table, cupboards.	Yes/No Yes/No
	ii) Colour TV sets with cable connection	
6.	Kitchen (with LPG connection)	Yes/No
7.	Adequate provision of fire-fighting as per norms applicable	Yes/No
8.	Parking space	
9.	Additional facilities, if available	

Signature with date :**Seal :**

LIST OF DOCUMENTS TO BE ENCLOSED WITH THE TENDER DOCUMENTS

Sl. No.	Description of requirement	Page No.
1	Self-attested copy of PAN Card.	
2.	Self-attested Registration certificate of Service Tax enclosed (optional/if available)	
3.	Proforma containing details of other parties to whom Holiday Home services are/were being provided filled and all supporting documents enclose vide Annexure I	
4.	Description of Holiday Home as per Annexure II	
5.	Financial Bid proforma as per Annexure IV completed and sealed in a separate envelope - enclosed.	
6.	Self-attested copy of Licence of Appropriate Authority awarded to the bidder for carrying out business (optional)	
7.	List of arbitration cases, if any - enclosed	
8.	Demand Draft for Rs. 30,000/- drawn in favour of “Bureau of Indian Standards” payable at Mumbai towards earnest money.	

Signature with date :

Seal :

DRAFT AGREEMENT

THIS AGREEMENT made at Mumbai this.....day of....., 2015
between.....

....., hereinafter called the 'OWNER' (which expression shall unless
repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and
Administrators) of the ONE PART and BUREAU OF INDIAN STANDARDS, a Central
Government Organization having its Regional Office at "Manakalaya", E-9, Road No.8, MIDC,
Andheri (East), Mumbai-400 093 (Head office at "Manak Bhavan", 9, Bahadur Shah Zafar Marg,
New Delhi-110002 hereinafter called "THE BUREAU" (which expression shall, unless it be
repugnant to the context or meaning thereof be deemed to mean and include its successors and
assigns) of the OTHER PART.

WHEREAS the Owner is seized and possessed of or otherwise entitled to a
situated at

AND WHEREAS the Owner has offered the said to the Bureau for the
use of its employees and their families. The saidis hereinafter referred to as the
"said premises". AND WHEREAS the Bureau has agreed to the aforesaid offer of the owner
and the owner had agreed to provide the said.....for being used by the Bureau for their
employees and their families hereinafter referred to as "allottees" for a period of one year i.e...
from.....to.....

AND WHEREAS the owner has agreed that he shall not let out or give on licence or
part with possession of the said premises to any person or persons other than the allottees and/or
the families even if the said premises remain unoccupied by the allottees for any length of time.

AND WHEREAS it is agreed that the Bureau shall be entitled to claim damages in case the premises reserved for the Bureau is let out or given on Licence or possession thereof its parted by the owner to any persons other than the Bureau;

AND WHEREAS in addition to the owner providing to the Bureau the said premises for the minimum period of one year, the owner has also agreed to provide furniture and fixtures as described in the schedule hereunder written on the terms and conditions contained in this Agreement.

AND WHEREAS it is agreed between the parties hereto that no security deposit will be given by the Bureau to the Owner;

AND WHEREAS the Bureau shall pay to the owner advance rent of six months for the period from.....to.....amounting to Rs...../- (Rupee.....only) plus taxes as applicable and the rent for the balance six month i.e. for the period fromto.....plus taxes as applicable shall be paid on or beforefailing which interest at the rate] of 18% shall be charged.

AND WHEREAS this agreement shall come into force fromand after the Bureau is satisfied with the articles specified in the second schedule, hereunder written and the agreement shall remain valid and in force for a period of one year from the date of enforcement with option to renew the same on the same rent & other terms & conditions.

ANDWHEREAS three months prior to expiry of the agreement, the period of this agreement will be extended with mutual agreement/consent which will be for a period of minimum, next 3 months/ 12 months.

AND WHEREAS any breakage/loss to the property shall be intimated to the Bureau by owner.

AND WHEREAS it is specifically agreed and declared that the normal rules and regulations of the Municipal or other authorities governing the above accommodation shall generally apply and the allottees of the suite/RH shall observe the said rules and regulations.

AND WHEREAS parties hereto are desirous of recording the terms and conditions agreed to by and between them.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The owner shall provide the Bureau the said premises namely the with amenities for use of the employees of the Bureau and their families.
2. The owner shall provide furniture and fittings, Colour TV, Refrigerator, Pillows, Bed sheets, Blankets etc. as specified in schedule hereunder written for use by the employees and their families of BIS.
3. The electricity charges of the said premises at actual shall be borne by Bureau.
4. The Owner/Caretaker of the said premises shall not be responsible for loss or missing of guests personal articles or belongings and it shall be the responsibility of the guests/employees of the Bureau to take care and look after their belongings themselves. The owner shall not be responsible for any physical injuries occurring to the guests during their stay.

5. The keys of the said premises shall remain with the Owner who shall make the same available to the person or persons as may be nominated by the Bureau from time to time and their families for such number of days as may be permitted and authorized by the Bureau. However, the Bureau shall send such persons with proper Identity Card to enable to Owner /caretaker to give the Keys of the said suite/Row House.
6. It is agreed between the parties hereto that maximum 6 persons including children shall be allowed to use the said each Row House/each suite.
7. The Bureau shall not cause any nuisance or annoyance to the people in the neighborhood or store any illegal items in the said premises.
8. The Owner shall bear and pay taxes, rates, assessment dues, water charges and other dues which are now or may be levied hereinafter in respect of the said premises by the Municipal authorities.
9. The Owner shall maintain the said premises, doors, window, water, light & shall carry out repairs as may be considered necessary by the Bureau to keep the premises in good and habitable conditions.
10. The Bureau shall not carry out any structural work including repairs, additions or alterations to the said premises without the written consent of the Owner.
11. The Bureau will issue an allotment advice letter to their staff and a copy of the same will be mailed/faxed to the owner four days in advance at the address:.....
12. This agreement is pertaining to providing the said premises for specific period and all other charges like food, beverage, cell phone, telephone or

any other service will be at an extra cost mutually agreed by the owner and the employees of Bureau and for such payment the Bureau will not take any responsibility or will not be responsible for such payments.

13. The Owner or the Bureau can terminate this agreement by giving one month notice in writing from either side.

14. All disputes and differences whatsoever arising between the parties hereto out of or relating to this agreement/scope or operation or effects of this contract or any breach thereof shall be settled by the owner and the Deputy Director General of the Bureau by the Arbitration and Venue of such Arbitration proceedings shall be Mumbai.

IN WITNESS WHEREOF the parties hereto i.e. owner and Bureau hereto have subscribed their respective hands this day and year first herein above written.

SIGNED SEALED AND DELIVERED)

By the within named Owner)

Mr.)

In the presence of

SIGNED SEALED AND DELIVERED)

By the within named BUREAU OF INDIAN)

STANDARDS)

By the hand of its Deputy Director General)

Mr.)

In the presence of)

Witness)

BUREAU OF INDIAN STANDARDS

**FINANCIAL BID FOR PROVIDING HOLIDAY HOME AT _____
(On Annual Charges Basis)**

1	Lease amount quoted	Rs. in figures	Rs. in words
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TOTAL AMOUNT*:

*The Financial Bid shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.

We agree to abide by the Terms and conditions as stipulated in the Tender Document.

Signature with date :

Seal:

