भारतीय मानक ब्यूरो दक्षिणी क्षेत्रीय कार्यालय चतुर्थ क्रॉस रोड, तारामणि, चेन्नई-600 113.

निविदा सूचना

भारतीय मानक ब्यूरो (ब्यूरो) **दो बोली** प्रणाली (तकनीकी बोली और वित्तीय बोली) के तहत पात्र बोलीदाताओं से ऊटी/कोडैकानल/मुन्नार में से किसी एक स्थान पर हॉलिडे होम की स्थापना के लिए आवास सुविधा उपलब्ध कराने के लिए ऑनलाइन बोलियां आमंत्रित करता है।

- 2. रिक्त निविदा दस्तावेज 01.07.2022 (10:00 बजे) से 21.07.2022 (1700 बजे) तक ब्यूरो की वेबसाइट (www.bis.gov.in) और केंद्रीय सार्वजनिक खरीद (सीपीपी) पोर्टल से डाउनलोड करने के लिए उपलब्ध है।
- 3. निविदा दस्तावेज में बताए गए तरीके से 21.07.2022 को 17:00 बजे तक या उससे पहले बोली ऑनलाइन जमा की जा सकती है। ब्यूरो बिना कोई कारण बताए किसी या सभी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है।

(एन. विटोबा) उप निदेशक (प्रशासन और वित्त) प्रशासनिक विभाग संदर्भ संख्या-एसआरओ/एडमिन/एचएच/2022

SCHEDULE – 1: INSTRUCTIONS TO THE BIDDERS:

1. Notice inviting Bids

1.1 Bureau of Indian Standards invites online bids from eligible bidders, under two bid system (Technical bid and Financial bid) for providing accommodation for setting up of Holiday Homes at any one of the locations i.e. Ooty / Kodaikanal / Munnar.

2. Issue of Tender Document

- 2.1 The Tender document will be available on the website of the Bureau (www.bis.org.in) and CPP Portal (www.eprocure.gov.in) during the period indicated in the **Schedule-3**.
- 2.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.
- **3.** Language of Bid/Contract: The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. Validity of Bids

4.1 The Bid will be valid for 90 days from the last date of submission of bid.

5. Earnest Money/ Bid Security

- 5.1 The bidder shall select the payment option as "OFF LINE" to pay the Earnest Money Deposit (EMD). The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-3**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, Chennai.
- 5.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).
- 5.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it, shall stand forfeited by the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for such services during the next twenty-four (24) months effective from the date of such revocation.
- 5.4 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.
- 5.5 The bidders who are eligible for waiver from submission of EMD as per GFR, 2017 rules should submit the EMD exemption certificate for the same.

5.6 The EMD can be submitted by the way of RTGS/NEFT in bank account of Bureau of Indian Standards, A/C no.-3063667866, IFSC Code- CBIN0281293, Bank Name-Central Bank of India, Adyar, Chennai

6. Performance Security

- 6.1 To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-3, will be obtained from the successful bidder irrespective of its registration status, within 15 days from the date of acceptance of the bid by the Competent Authority of the Bureau. Performance Security will be furnished in the form of an Account Payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'Chennai or through bank guarantee.
- 6.2 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by the Bureau.

7. Eligible Bidders

7.1 Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Schedule-3**, are eligible to submit their Bids for the services.

8. Manner of Submission of Bid

- 8.1 The complete Bid containing Technical Bid and Financial Bid will be received online through CPP Portal only.
- 8.2 The Bids received through Post, E-mail or fax will be rejected.

9. Last Date for Submission

9.1 Bids shall be received not later than the time and date specified in **Schedule-3**. Bids received after the specified date and time shall not be considered.

10. Modification and Withdrawal of Offer

10.1 The Bidder may modify or withdraw its offer after its submission before the closing date and time specified for submission of offer.

11. Contents of Bid Document

- 11.1 On line bids are invited in two-bid system (Technical bid and Financial bid), through Central Public Procurement Portal (CPP Portal).
- 11.2 The bids shall contain the following:
 - a) **Technical Bid:** This should contain all technical details along with commercial terms and conditions such as:
 - (i) List of all the documents enclosed.

- (ii) The EMD as indicated in **Schedule-3**.
- (iii) Self-attested copy of the valid license issued for the property by the Appropriate Authority for carrying out business of hotel industry.
- (iv) Description of Holiday Home in **Annexure-5 of Schedule-6.**
- (v) Copies of Profit and Loss Accounts and Income & Expenditure Statement for the last three financial years (2018-19, 2019-20 & 2020-21) duly attested by the Chartered Accountant as a proof of minimum turnover of Rupees One crore per year.
- (vi) Self-attested copy of valid PAN issued by the Income tax Department.
- (vii) Self-attested copy of valid GST Number.
- (viii) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (Annexure-2 of Schedule-6).
- (ix) Duly filed in and signed **Annexure-6 of Schedule-6**
- (x) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.
- (xi) In case, the concerned property is not owned by the bidder, the bidder shall have the valid lease agreement with the Owner of the property for a minimum period of 3 Years.
- (xii) Duly signed Tender document is to be returned as a token of its acceptance and no page shall be added or removed from the set of Bid Document or Tender Acceptance Letter as per **Annexure-9 of Schedule-6**.
- (xiii) A statement showing the magnitude of Work/Service done in the last three (3) years (2018-19, 2019-20 & 2020-21)(Annexure-3 of Schedule-6).
- (xiv) A declaration regarding black-listing or litigations (**Annexure-4 of Schedule-6**).
- b) Financial Bid: The financial bid is to be submitted in the format provided and no other format is acceptable. The bidders are required to peruse the instructions for submission of online bid.

12. Other Important Points to be noted by the Bidder:

- 12.1 The bidder is expected to work out his rates keeping in view the prevalent rates in the market. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid quoted in the **Schedule-4**, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.
- 12.2 The rates to be quoted shall be exclusive of Taxes. In case of not quoting the rate in the Financial Bid, the bid shall be rejected.
- 12.3 The Bidder should get its doubts cleared during pre-bid conference only.
- 12.4 The Bidder shall submit the Bid which satisfies each and every condition laid down in the tender document, failing which the Bid shall be liable to be rejected. However, the rates once quoted shall not be changed at the time of renewal of the contract. Conditional Bids will be rejected.

13. Opening of Bid & Short-listing of Bidders

- 13.1 The offers shall be scrutinized and evaluated based on the qualifying parameters mentioned above.
- 13.2 A committee from Bureau of Indian Standards, prior to technical qualification, will carry out field visits to verify the specifications/credentials of the hotel offered by the tenderer. The tenderer shall extend necessary co-operative in evaluation. Committee reserves the right not to open the financial bid on the basis of facilities provided by the hotel.
- 13.3 Suitability of the hotel/service provider offered by the eligible Bidders, based on the qualifying parameters, would be evaluated by the committee.
- 13.4 The decision of the committee will be final and binding to all the bidders. After evaluating the properties of all the eligible bidders, price bids of technically qualified bidders shall only be opened for evaluation. Selection of the party (L1) shall be based on the overall acceptable lowest rates quoted by technically qualified bidders in Price bid, with or without negotiation, after following Bureau rules on the procedure of bid comparison.

14. Opening of Financial Bids

14.1 The Bureau shall open financial bids, on notified date, and the rates quoted by the bidders in price schedule (**Schedule-4**) shall then be read out.

15. Acceptance of Bid

15.1 Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

16. Execution of Contract Document

16.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement as per **Schedule-5** of the tender document on a stamp paper of Rs.100/-(to

be purchased at Chennai). The Agreement should be signed within 15 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

16.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

17. Rights of the Bureau

17.1 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

18. Notice to form Part of Contract

18.1 Tender Notice and these instructions shall form part of the Contract.

SCHEDULE - 2: CONDITIONS OF CONTRACT (CoC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) 'Annexure' referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- b) 'Approved' shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- c) 'Bid' means the Bidder's priced offer to the Bureau for providing accommodation for setting up of Holiday Home at the specified places in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.
- d) 'Bureau' shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 2016.
- e) 'Commencement Date' means the date upon which the Contractor receives the notice for providing accommodation for setting up of Holiday Home.
- f) 'Competent Authority' shall mean Director General of the Bureau or any other officer authorized by the Director General, under this contract.
- g) 'Contract' shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- h) 'Contract Amount' shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- i) 'Contractor' shall mean the individual/firm/company undertaking the Contract.
- j) 'Director General' shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- k) 'Government' shall mean the Central Government.
- I) 'Letter of Acceptance' means the formal acceptance by the Bureau.
- m) 'Tender' means formal invitation by the Bureau to the prospective bidders to offer fixed price for providing accommodation for setting up of Holiday at any one of the locations i.e. Ooty / Kodaikanal / Munnar.

2. Parties to the Contract

- 2.1 The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.
- 2.2 The person signing the offer or any other document forming the part of Contract on behalf of other person shall be deemed to have due authority to bind such person as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages for such termination.

3. Contract Documents

- 3.1. The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:
 - a) The Agreement (**Schedule-5**)
 - b) Minutes of pre-bid meeting, clarifications, if any
 - c) The Conditions of Contract (CoC)
 - d) Tender Notice and Tender Document
 - e) Letter of Acceptance
 - f) Any other correspondence exchanged between the parties in connection with the contract.
 - g) The Contractor's Offer

4. Scope of Work for providing accommodation to the Bureau for setting up Holiday Home:

The following points shall cover the scope of work under this contract:

4. 1 General Conditions

- 4.1.1 The contractor shall provide accommodation for setting up of a Holiday Homes at any one of the location i.e Ooty, Munnar & Kodaikanal
- 4.1.2 The Holiday Home in all the locations should be easily approachable and accessible via public transport.

4.2 Room Conditions

- 4.2.1 The Holiday Home shall consist of four suites, and should have the minimum capacity to accommodate four persons in each room. Each room should have a balcony, toilet/bath and passage area in the room.
- 4.2.2 In addition to the double bed or two single beds provided in these rooms, additional beddings (two) would be provided by the holiday home provider as and when required without any additional payment.

- 4.2.3 The suites should have facilities of attached toilets with bathroom having showers with 24 hours hot and cold water supply with toiletry (i.e. soap, shampoo, comb, hair dryer etc.).
- 4.2.4 The suites should have facilities like, furniture items such as one double bed or two single beds with beddings, dressing table, cupboards, two chairs/sofasets with one centre table and LED TV set at least of 32 inches or larger with functioning remote with cable/DTH connection, etc.
- 4.2.5 Every suite must have a small refrigerator.
- 4.2.6 The rooms should have a good cooling system, good air circulation and air conditioning system with working remote control type and heat convector as and when required by occupant.
- 4.2.7 The room should have a mirror; room should also have 6 court hangers. One small locker should also be there in the room to store valuable items.
- 4.2.8 The suite should be well ventilated preferably sun facing and maintained clean and tidy.
- 4.2.9 Room shall be got cleaned every day and as and when required. The linen of beddings shall be changed daily and with change of occupants.
- 4.2.10 Curtains shall be cleaned periodically.
- 4.2.11 Two towels and two soap cakes shall be provided to officials occupying rooms once on checking in and will be replaced every day.
- 4.2.11 One daily newspaper should be provided to guest every day.
- 4.2.12 One drinking water bottle should be provided to the guest daily.
- 4.2.13 There should be tea and coffee facility in the room with adequate cutleries and tea, coffee bags and sugar sachets etc.
- 4.2.14 There should be facility for two persons to move around to bathroom.

4.3 Dining Facilities

- 4.3.1 The dining area should be available for breakfast, lunch and dinner in the holiday home.
- 4.3.2 The 20% of discount should be given to all BIS employees who visited the holiday home on all food items and beverages. No service charges will be levied on the food and beverages being served in holiday home to BIS employees.
- 4.3.3 The holiday home provider will provide free buffet breakfast which may include items like tea/coffee/juice, seasonal cut-fruits, boiled eggs/bread omelette, parantha/idli, bread sandwich etc. to the all BIS employees who are

going to visit the holiday home.

4.4 General conditions

- 4.4.1 There should be free wi-fi service for these suites.
- 4.4.2 There should be car parking available within the hotel/holiday inn premises (minimum four number of cars parking reserved for BIS) with . children play area.
- 4.4.3 Hotel room should be available in one premises only.
- 4.4.4 Provision of lift should be there if hotel rooms are situated at other than ground and first floor.
- 4.4.5 Provision of adequate capacity of DG set must be there to run the electricity in case of power failure.

4.5 Location specific conditions

- 4.5.1 The holiday homes shall be, in a decent location with greenery around and rooms allocated to BIS should have view of valley and scenic beauty.
- 4.5.3 The holiday homes will be given preference on the basis of location, facilities like swimming pool, Gym, Club etc.
- 4.5.4 The holiday home will provide all the available facilities free of cost or without any charges.
- 4.6 The Contractor shall also ensure engaging adequate number of employees required for providing Holiday Home services efficiently.

5. Contractor's Obligation

- 5.1 The Contractor shall provide Holiday Home accommodation as per **Clause-4** above, which may be amended from time to time by the Bureau during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Bureau from time to time.
- 5.2 The contractor shall bear all expenses for running Holiday Home for the Bureau and the Bureau shall not in any manner be liable or reimburse the expenses so incurred except the amount in the Financial Bid, tax liability, if any, as per the contract.
- 5.3 The rooms held by the Contractor shall be kept locked and shall not be allowed to be used by anyone except the employees/pensioners of the Bureau, who have been officially allotted the rooms for stay. For this purpose BIS official(s)/pensioners would carry an official letter from the Lessee.

- 5.4 The holiday home provider shall maintain a Register for recording the stay of the officials/pensioners and their families in the allotted rooms.
- 5.5 The necessary arrangement for locking and opening of the rooms, keeping records etc. shall be made by the holiday home provider.
- 5.6 The service staff in the Bureau's Holiday Home should be well uniformed.

6. Performance Security

- 6.1 To ensure due performance of the contract, an interest-free Performance Security, as defined in **Schedule -3**, shall have to be deposited by the Contractor in the form of an Account Payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'Chennai' or through Bank guarantee.
- 6.2 Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- 6.3 Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within <u>fifteen (15)</u> days of receipt of notice of demand from the Bureau, make good the deficit.
- 6.4 If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by way of fines, penalties and recovery of any other amount due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.
- 6.5 Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.
- 6.6 The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau.

7. Payments Terms

- 7.1 The payment towards the services will be made keeping in view the satisfactory performance. The Bureau shall not be responsible to make any payment in case of any loss to the Contractor for running the Holiday Home for the Bureau.
- 7.2 The Contractor shall pay applicable statutory tax on actual occupancy basis. Payment of lease amount shall be made on quarterly basis in advance and applicable statutory taxes would be made on quarterly basis on receipt of bills from the contractor. Bills under this contract shall be prepared in duplicate by the Contractor. The payment of bills and other claims arising out of the contract will be made directly in Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with Cess/Surcharge, at the prevailing rates, from the gross amount of each bill submitted.

7.3 The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

8. Termination/Suspension of Contract

- 8.1 The Bureau shall be at liberty at any time to suspend temporarily this contract on giving 24 hours' notice in writing to the Contractor for breach of any of the terms and conditions of this Contract, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any compensation by reason thereof.
- 8.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
 - a) In the opinion of the Bureau, the Contractor has repudiated the Contract;
 - b) Without reasonable excuse has failed to render Services in accordance with this Contract;
 - c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
 - d) The Contractor, in the judgment of the Bureau, has engaged in corrupt or fraudulent practices in completing or in carrying out the Services under the Contract.
- 8.3 In case of suspension of contract temporarily, no payment for the days contract remains suspended shall be made by BIS to the contractor.

9. Imposition of fines / penalty

- 9.1 In case, it is found that the rooms officially allotted by the Bureau to its employees/ pensioners for visiting holiday home, are already occupied by others, a penalty of Rs. 5000/- shall be imposed on each occasion.
- 9.2 In case any complaint is received from visiting employees/ pensioners of the Bureau for improper facility i.e. the agreed items are not available in the hotel, a penalty of Rs. 1,000/- shall be imposed on each occasion.
- 9.3 If the contractor fails to pay the penalty amount as mentioned above within 15 days of receipt of written communication from the Bureau, the same shall be deducted from the bills submitted by the contractor, failing which from the performance security.
- 9.4 In case any complaint is received from visiting employees/ pensioners of the Bureau, there are the penalty of Rs. 3000/- in first complaint, Rs. 5000/- in second complaint and Rs. 10,000/- in third complaint and after 2%, 5% and 10% of the contract amount etc.

10. Indemnity:

- 10.1 The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.
- 10.2 The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights and labour issues etc. or such other statutory infringements.

11. Termination by the Bureau

11.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days' notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

12. Contractor's right to terminate

- 12.1 If the Contractor decides to terminate the contract before the end of contract period, the Contractor has to give an advance intimation of 30 days.
- 12.2 If the Contractor terminates the agreement without prior notice of 30 days, then the entire performance security deposit will be forfeited.

13. Force Majeure Clause

13.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive. PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final.

14. Corrupt or Fraudulent Practices

- 14.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:
 - (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
 - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.
- 14.2 The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

15. Confidentiality

15.1 The Contractor shall not divulge or disclose proprietary knowledge obtained while providing Holiday Home services under this Contract to any person, without the prior written consent of the Bureau.

16. Publicity

16.1 Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

17. Disputes & Arbitration

- 17.1 The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.
- 17.2 If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the **Director General** of the Bureau. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall apply.

18. Mode of serving Notice

- 18.1 Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 18.2 All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served

on or delivered to it.

19. Governing language

- 19.1 Governing language for the entire contract and communication thereof shall be English/Hindi only.
- 20. **Law**
- 20.1 The contract shall be governed and interpreted under Indian Laws.

21. Legal Jurisdiction

21.1 No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Chennai only.

22. Stamp duty

22.1 The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

23. Retention of original agreement

23.1 The original agreement shall be retained by the Bureau and a copy of a same will be provided to the Contractor.

SCHEDULE-3: IMPORTANT DETAILS

1. Eligibility for the Bidder:

- a) The bidder's property should have a valid Licence of Appropriate Authority for carrying out business at each location. If the property is not owned by the bidder then bidder must have to submit the copy of valid agreement between the property owner and himself for a minimum period of 3 years.
- b) The bidder should have a Hotel/Inn consisting of minimum four rooms at any one of the location i.e. Ooty, Munnar & Kodaikanal.
- c) The bidder should have a valid PAN issued by the Income tax Department.
- d) The bidder should have a valid GST Number.
- e) The bidder should not have been blacklisted by any Department/Ministry of the Government of India/State Govt./PSUs [Declaration has to be submitted in the specified format (Annexure-4 of Schedule-6)].
- f) The Bidder should have a minimum annual turnover of **Rupees One Crore**, during the last three financial years (2018-19, 2019-20 & 2020-21).
- g) The bidder has to abide by code of integrity for public procurement (Annexure-6 of Schedule-6)
- h) The bidders must have successfully executed/completed similar services, over the last three years i.e. the current financial year and the last three financial years (Seller to upload relevant document as part of bid submission. Buyer will verify the documents submitted by seller).
 - i) Three similar completed services costing not less than the amount equal to 28 lakhs; or
 - ii) Two similar completed services costing not less than the amount equal to 35 lakhs; or
 - iii) One similar completed services costing not less than the amount equal to 55 lakhs.
- 2. Proposed validity of Contract: One year which can be extended further for two years (on yearly basis) on the basis of satisfactory performance and on mutually agreed between the parties on the same terms and conditions.

3. Availability of Tender Documents:

The blank Tender document is available from 1st July 2022 (10:00 hrs.) to 21st July 2022 (17:00 hrs) for downloading from the website of the Bureau (www.bis.gov.in) and Central Public Procurement (CPP) Portal.

- 4. Last date of submission of Bid: 21st July 2022 (17:00 hrs)
- **5. Pre-bid Conference:** <u>16:00 hrs. on 07.07.2022</u>) in the Committee Room, Bureau of Indian Standards, C.I.T Campus, IV Cross Road, Taramani, Chennai- 600113
- **6. Method/manner for Submission of Bids:** The complete Bid containing Technical Bid and Financial Bid will be received online through CPP Portal only as per instructions enclosed (**Annexure-6 of Schedule-6**).

- **7. Earnest Money Deposit:** Rs. 1,00,000/- (Rs. One Lakhs only).
- **8. Performance Security Deposit**: 10% of the total amount payable for 38 months as per the terms of contract.
- **9. Validity of Bids:** 90 days from the last date of submission of bid.

SCHEDULE - 4: PRICE SCHEDULE (To be filled in BoQ file)

SI. No.	Complete Address for location	Rate to be quoted by the Bidder
1.		Rs per
		annum
		(Rupees
		per annum)

The Price Bid shall be quoted exclusive of taxes. The L-1 will be decided on the basis of the rates quoted for the Holiday Home.

Date:	Signature of the Contractor with Stamp
Place:	Name/Address

SCHEDULE - 5: AGREEMENT

Bureau of Indian Standards, C.I.T Campus, IV Cross Road, Taramani, Chennai- 600113 (hereinafte called the "Bureau") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office and assigns on the one par AND M/s (Name & Address), hereinafter called the "Contractor", which expression shall, unless excluded or repugnant to the context be deemed to include its successor, executors, administrators, heirs, legal representatives and assigns or the other part. Whereas the Bureau is a statutory body enacted by an Act of the Parliament. The Bureau intended to set up Holiday Home, therefore, invited online bids through Open Tender enquiry dated, for taking the accommodation on rent. And whereas the Contractor has agreed to provide accommodation for setting up Holiday Home at to the Bureau as per the directions of the Bureau for a period of one year commencing from The Contractor shall be paid an amount of Rs per annum in four equal quarterly installments. BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in "Schedule-2 (Conditions of Contract) of Tender Document". (Signature of Contractor)	THIS AGREEMENT made at Chennai	on thisday of2022 between
thereof, be deemed to mean and include its successors in office and assigns on the one par AND M/s	Bureau of Indian Standards, C.I.T Camp	us, IV Cross Road, Taramani, Chennai- 600113 (hereinafte
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SCHEDULE - 6: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE PURCHASER AND THE BIDDERS.

1.	Annexure-1	FORM OF BANK GUARANTEE BOND
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS (IF ANY)
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATION
5.	Annexure-5	DESCRIPTION OF PROPOSED ACCOMMODATION FOR HOLIDAY HOME
6.	Annexure-6	INSTRUCTIONS FOR ONLINE BID SUBMISSION

Annexure –1 of Schedule-6 FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having
agreed to exempt (hereinafter called "the said Contractor) from the demand under the terms and conditions of an Agreement dated
and for
(hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.
(RupeesOnly) we,(hereinafter referred to as (indicate the
(hereinafter referred to as (indicate the
name of the bank) 'the bank') at the request of M/s(Contractor) do hereby undertake to pay the Bureau an amount not exceeding Rs against any loss or demand caused to or suffered or
would be caused to or suffered by the Bureau by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We do hereby (indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, further agree that the Guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.
5. We

against the said Contractor and to forbear or enforce any of the terms and conditions relating
to the said agreement and we shall not be relieved from our liability by reason of any such
variation, or extension being granted to the said Contractor or for any forbearance, act or
commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor
or by any such matter or thing whatsoever which under the law relating to sureties would but
for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the char the Contractor.	nge in the constitution of the Bank or
7. We, lastly under name of bank) guarantee during its currency except with writing.	•
Dated the day of2019	
	For(indicate the name of bank)

Annexure – 2 of Schedule-6

DETAILS TO BE FURNISHED BY THE BIDDERS

1.	Name of the firm/Hotel	:	-
2.	Registration details with valid	ity date:	
3.	Address for communication	:	
•			
4.	Qualification:		
5.	Experience:		
6.	Telephone/Mobile Nos.:		
	E-mail:		
8.	PAN Number:		
9.	GST Number:		
10.	EMD Draft Number/Date & Na	ame of the Bank:	
11.	Bank A/c details of bidder		
	_	above facts are true, complete and correct to it is certified that I have read and understoo	
the	I undertake and give uncond Tender and agree to abide by	itional and unequivocal acceptance of all terms these terms and conditions.	and conditions of
En	closures:		
		(Name and Signature of the	Contractor)
Da	te:		

Place:		
riace.		

Annexure – 3 of Schedule-6

DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS (If any)

Year	Name of the Organization	Period	Annual Charges
2018-19			
2019-20			
2020-21			

Annexure – 4 of Schedule-6

Declaration regarding black-listing and/ or litigations

I/We hereby declare that I/We have never been black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/We further declare that no criminal case is registered or pending against me anywhere in India.

Dated on the day of 2019	
	Signature of Bidder
	Name & Address of Bidder
	Seal of the Bidder

ANNEXURE-5 of Schedule 6 (Technical Bid)

SI. No.	Description of proposed accommodation for holiday homes (separate sheet has to be attached for each location)	Remark
1	a) Name of the Hotel / Inn (bidder can provide the option of hotel or property at same rates. The buyer reserves the right to accept any/none of the property as per bid requirement):	
	b) Location –vicinity (Place where it is situated):	
2	a) Distance from Railway Station b) Distance from Bus Stand	Km.
3	 a) Whether Four Suites available for providing to the Bureau for Holiday Home. b) Whether attached balcony in all rooms c) Whether rooms/suits are sun facing 	Yes/No Yes/No Yes/No
4	Accommodation for number of persons in each room: i) 1 Double Bed/2 single beds ii) Space for additional 2 beds/Mattresses and its area (i.e. 1 Double Bed/2 single beds two beds plus additional beddings)	Yes/No Yes/No
	Area of the rooms. Give detail in length x breath in feet only of all the 4 rooms	i) ii) iii) iv)
5	a) Attached toilets with all rooms with geysers and 24 hour water supply b) Drinking water supply with RO/Aquaguard	Yes/No Yes/No
6	Availability of Facilities like: a) Furniture, Chairs, table and other items like double beds, dressing table, cupboards. b) Colour TV sets with cable/DTH connection	Yes/No Yes/No
7	Restaurant facility available	Yes/No
8	Adequate provision of fire-fighting as per norms applicable	Yes/No
9	Additional facilities, if available:	

ANNEXURE-6 of Schedule-6

Declaration for abiding by the Code of Integrity in Public Procurement

I/we hereby declare that I/we will abide by the Code of Integrity for Public Procurement (CIPP) as envisaged and prescribed in General Financial Rules, 2017. I/we hereby further declare that in case of any transgression of this code, my/our name shall not only be liable to be removed from consideration for the present tender and from the list of registered suppliers/contractors/consultants/service providers (if already registered), but I/we will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India as provided in the GFR, 2017.

Date the	day of	2019
		Signature of Bidder
		Name & Address of Bidder
		Seal of the Firm/Company

ANNEXURE-7 of Schedule-6

Integrity Pact guidelines

"The Bureau" And "The Contractor" hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to BIS. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The Bureau values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Contractor (s).

Section 1- commitments of the Bureau.

- 1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Bureau will exclude from the process all known prejudiced persons.
- 2. If the Bureau obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Contractor(s)

- 1. The Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - a. The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to

- obtain in exchange any advantage before or during the execution of the contract.
- b. The Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission Page 40 of 41 or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bureau as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2. The Contractor(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bureau is entitled to disqualify the Contractor(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

Section 4: Compensation for Damages

- 1. If the Bureau has disqualified the Contractor(s) from the bid process prior to the award according to Section 3, the Bureau is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Bureau has terminated the contract according to Section 3, or if the Bureau is entitled to terminated the contract according to Section 3, the Bureau shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

 The Contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.



2. If the Contractor makes incorrect statement on this subject, he can be disqualified

Annexure – 8 of Sechedule-6

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

1. Registration:

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

2. Searching For Tender Documents:

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Preparation of Bids:

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please 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 covers in which the bid documents have to be submitted, the number of documents 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.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. Submission of Bids:

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers" public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Assistance to Bidders:

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002.

Annexure - 9 of Sechedule-6

Tender Acceptance Letter

To, Sh N Vittoba Deputy Director (A & F) Bureau of Indian Standards C.I.T Campus, IV Cross Road
Taramani, Chennai-600113
Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:
Name of Tender / Work: - Setting up of Holiday Home at any one of the locations i.e. Ooty / Kodaikanal / Munnar
Dear Sir,
 I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
as per your 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 to (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract 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/ organisation
too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

any Govt. Department/Public sector undertaking.

Yours Faithfully, (Signature of the Bidder, with Official Seal)