

Document-I

Our Ref: GZO/Tender/2014-15

22 Aug 2014

**Subject: INVITATION OF BIDS FOR HIRING OF OFFICE SPACE ON
RENT/LEASE BASIS**

Dear Sir (s),

Sealed tenders are invited under two-bid system for **HIRING OF OFFICE SPACE AT SAHIBABAD/VASUNDHRA/VAISHALI/KAUSHAMBI on RENT/LEASE BASIS for shifting of Ghaziabad Branch of BIS. The tender document can be downloaded from www.bis.org.in and www.eprocure.gov.in. The closing date and time of receipt of bids is 22 Sept 2014.**

Notes: 1. The quotations in Sealed Cover-I containing “Technical Bid” (Document II) (WITH SOFT COPY IN PENDRIVE) and Sealed Cover-II containing “Financial Bid” (Document III) which should be placed in another sealed cover superscribed “Quotation for **HIRING OF OFFICE SPACE for BIS GHAZIABAD BRANCH OFFICE**” should reach the Scientist F & Head, Ghaziabad Branch Office, Bureau of Indian Standards, Savitri Complex, 116, G T Road, Ghaziabad – 201 001, U.P. latest by 1500 hrs. on 22.09.2014 at 1500 hrs. Technical Bid will be opened on 22.09.2014 at **1600 hrs** in presence of such bidders or their duly authorized representatives as may be present. Date and time of opening of Financial Bids of the eligible bidders will be informed later.

2. As a token of acceptance of all the terms & conditions mentioned in this document, (Document –I) , the bidders are required to sign all pages of this document and return the same along with their bid. The unsigned document will be rejected by the Bureau of Indian Standards. Lease Agreement-sample format as appearing in the different clauses given in the Document-IV are sacrosanct and shall be considered as integral part of this tender.

Thanking you,

Yours faithfully

(Rakesh Chander)
Head & Scientist F
(Ghaziabad Branch Office)

Document-I

Terms and Conditions

1. The carpet area of any floor shall be the covered floor area worked out excluding the following portions of the building:-
 - i) Sanitary accommodation.
 - ii) Verandahs, except where fully enclosed and used as internal passages and corridors.
 - iii) Corridors and Passages, except where used as internal passages and corridors exclusive to the unit.
 - iv) Staircases.
2. Bureau of Indian Standards (henceforth shall be termed as Bureau) requires premises preferably on Ground/First floor/Second Floor with provisions of lift for the branch office at Ghaziabad. The requirement of the covered floor area is approx. 2000 square meters. The premises should be suitable for an office and should have a layout consistent with office seating i.e having large halls and a few rooms.
3. All the columns of the tender document must be filled in and no column should be left blank. In case the space in the tender document is found insufficient, the vendors may attach separate sheet.
4. The bids must be submitted on or before the last date and time mentioned in the advertisement.
5. Tenderer must sign on each page of the standard lease deed (enclosed as Doc-IV) as token of concurrence of accepting the lease condition and the same must be enclosed with the technical tender.
6. Conversion of Building for commercial use, if applicable, will be obtained by the owner/tenderer himself at his own cost,
7. The price bids will be opened in case of only those bidders, who are short-listed on the basis of the scrutiny of the technical bids and who will sign on the terms and conditions of the Bureau and submit along with the technical bid. The price bid will be opened only after evaluation of technical bid.
8. No enquiries regarding the selection will be replied. This is strictly prohibited.
9. Bureau has right to vacate the leased premises any time before expiry of lease period after giving three months notice.
10. Lease will be accepted for minimum of 3 Years with two subsequent automatic renewal of lease deed in favour of Bureau for the same period.
11. The premises should be located at Sahibabad/Vasundhra/Vaishali/Kaushambi within the boundaries of Municipal Corporation of Ghaziabad (preferably located near Metro Station).
12. Provision for providing regular maintenance of premises like housekeeping, water/plumbing electrical repair works consisting of sanitation, adequate power backup (preferably) plumbing, minor electrical repairs etc should be available.
13. All complaints shall be attended/rectified within 24 hours of receipt, failing which penalty shall be imposed by BIS.
14. Tenders from intermediaries or brokers will not be entertained.
15. The bids will be evaluated on techno commercial basis giving equivalent weightage to

- a. aspects in various parameters like location, distance from local railway station/metro station/Bus Stand, amenities available, exclusively , nearby surroundings , proneness to water logging / flood etc.
 - b. Quality of construction, efficacy of the internal layout of premises and layout of buildings in the complex.
17. The premises shall preferably be freehold. Alternatively, if it is leasehold, in case of such premises, details regarding lease period, copy of lease agreement , initial premium and subsequent lease rent shall be furnished.
18. There should not be any water logging inside the premises and surrounding areas.
19. The premises should have good frontage and proper access.
20. The Lessor shall have no objection to the Lessee installing exclusive D.G. Set for the use of the lessee. If so desired by the lessee, the lessor/s shall provide suitable space for installation of Genset without any extra cost to the lessee.
21. Latest certificate from the competent authority of having paid all the updated relevant taxes indicating the details of the property offered for leasing out to BIS GHAZIABAD shall be made available by the lessor.
22. Lease agreement will be made with the Owner & Rent will also be paid to the respective owner.
23. Income Tax/TDS: will be deducted at source at prevailing rate.
24. Service Tax: will be borne by the Owner.
25. Registration & stamp duty charges: will be borne by the Lessor.
26. Possession of premises: should be made available within 15 days from the date of receipt of offer letter. The premises has to be cleaned and painted & should be in habitable condition while taking over the possession.
27. Water Supply: The owner should ensure and provide adequate supply of drinking water and water for W.C & Lavatory through out the lease period at his own cost.
28. Electricity:
- a) The building should have sufficient electrical / power load sanctioned and made available to this office.
 - b) If required, additional electric power will have to be arranged by the Lessor at his cost from the energy suppliers.
 - c) Electricity charges will be borne by the lessee for the area taken on lease, on actual basis based on the separate meter which would be provided by the lessor. Any additional cost on the electrical connectivity will be borne by the owner / lessor.
 - d) At the time of taking over possession of the premises initial reading of electricity meter will be noted in your presence or your authorized representatives. The electrical charges will have to be born by the owner up to that point.
29. Parking: The landlord shall provide Car & Two Wheelers parking space (Open / Covered) as per the details given below without any extra cost :
- a) Car parking ----- 15 nos.
 - b) Two Wheelers ----20 nos.
30. Lifts of reputed make having adequate capacity, if premises offered is on upper floors (other than ground floor).
31. The premises should have presentable entrance, foyers, lobbies.
32. The premises owners will have to furnish structural soundness certificate from a reputed Architect/organization in this field approved by Council of Architects in

case the offer is short listed. Similarly, the RCC design and construction fitness should be certified by an engineer approved by the Govt. department.

33. Carpet area measurements : The carpet area measurements shall be as per Bureau of Indian Standards IS No. 3861: 2002. Joint measurements will be taken in the presence of BIS official and vendor / authorized representative for finalizing the carpet area.
34. Tender which is received on account of any reason whatsoever including postal delay etc. after 1500hrs on fixed date for submission of tenders shall be termed as 'LATE' tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.
35. All vendors are requested to submit the tender documents (Technical Bid and Price Bid) duly filled in with the relevant documents / information at the following address :

THE HEAD,
BUREAU OF INDIAN STANDARDS,
GHAZIABAD BRANCH OFFICE,
116 SAVITRI COMPLEX,
II FLOOR, G.T.ROAD,
GHAZIABAD-201001,

36. All columns of the tender documents must be duly filled in and no column should be kept blank. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initiated by the tenderer. The Bureau reserves the right to reject the incomplete tenders or in case where information submitted / furnished is found incorrect..
37. The offer should remain valid at least for a period of 03 months (Three) to be reckoned from the date of opening of " Technical Bid".
38. There should not be any deviation in terms and conditions as have been stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking "list of deviations".
39. The Technical bids will be opened at 1600 hrs in the presence of tenderers at our above office. All tenderers are advised in their own interest to be present on that date, at the specified time.
40. BIS reserves the right to accept or reject any or all the tenders without assigning any reason thereof. Canvassing in any form may leads to summarily rejection of bid.
41. The owner would be required to get the premises insured against all types of damages due to various causes during the entire period of rent contract.
42. Participation in the tender does not entail any commitment from the BIS and BIS reserves the right to reject any/all offers, including that of the lowest tenderer without assigning any reason.
- 43. Earnest Money Deposit : Rs.60000.00 through DD/Bankers Cheque only.**
- 44. Performance Security Deposit: 5% value of the total annual value of the award of contract.**

Document-II**TECHNICAL TENDER FOR GHAZIABAD BRANCH OFFICE OF BIS**

From:

Date:

To,

Head & Scientist F,

Ghaziabad Branch Office,

Bureau of Indian Standards,

Savitri Complex, 116 G T Road,

Ghaziabad – 201 001, U.P.

Dear Sir,

Technical Bid (Tender Part-I) : Offer for Premises for Your Branch/Office at Ghaziabad on Lease/Rental Basis.

With reference to your advertisement published in _____ newspaper, dated _____ for hiring of premises on lease/rental at _____, we submit herewith our offer for the same with following technical particulars/details for your consideration:

(Note: Please mention **‘NOT APPLICABLE, against inapplicable column. No column should be left blank**)

Sl. No.	Technical Particulars	Details	Remarks
1.	Name of owners/Developers/Lessor address & telephone Nos.		
2.	Location & address of property.		
3.	Whether location is in commercial or residential area.		
4.	Plot area (details of plot such as size, area, FSI, lease etc.) (in sq. m.)		
6.	Distance from nearest a) railway Station and b) Metro station (in km) c) from Bus Stand (in km)		
8	Distance from nearby Wholesale / Retail Markets (furnish names of the markets) (in km)		
9.	Distance from existing premises' location of the BIS office.		

9. Details Of Proposed Building Offered:

S.No.	Particulars	Details
A	No. of Rooms (with sizes attach layout plan)	
B	Doors (nos. & specifications)	
C	Windows (nos. & specifications)	
D	Flooring (mention room-wise flooring as also in toilet with skirting/dedo etc.)	
E	If multi-storeyed complex a)furnish details of total no.of floors in the building & b)whether facility of lift is available.	
F	Whether plan approved by local Municipal Authority	
G	Situation of building i.e. floor on which located	
H	Water supply arrangement (Please mention no. of bores with diameter and Corporation connection etc.) -Whether Separate connection for Bureau will be arranged?	
I	Sanitary arrangement (no. of W.C./Toilet blocks)	
J	No. of balconies (with size)	
K	Electricity (sanctioned load, no. of points, Type of wiring, meter etc.) (Separate electric meter for Bureau will have to be arranged by landlord)	
L	Mention whether additional load/ 3 phase electric connection, if required by the Bureau will be provided at your cost?	
M	Details of power backup available. 100 KVA power Silent type generator as per CPCB norms)	
N	Mention details of area in sq. mtrs. (carpet) of free of cost parking facility, if any, for scooters/cars that can be available exclusively to the Bureau. If exclusive area is not possible, please specify details of general parking facilities available.	
O	Condition Of Building: e.g. Old building/New building	
P	Details of other infrastructure (compound wall, porches, garage, stilt floor etc.)	
Q	Whether willing to carry out additions/ alterations/ repairs as per specifications/ plan to be given by the Bureau?	Yes/No

R	Whether any provision for stay of security guard/servant is available? If yes, please specify the details.	
S	Whether willing to offer premises on lease for period of 03 years/or extended for further period of 6 years or more? (Reasonable increase in rent can be considered after 3 years)	Yes/No
T	Any other information. (Give brief details)	
U	List of enclosures (attached) such as <u>copy of plan</u> approved by the competent authority, latest Municipal house tax receipt, last sale deed etc.	a) b) c) d) e) f)

- a) Copy of Bureau of Indian Standards standard lease deed, duly signed on each page in token of concurrence with the lease condition is enclosed. (Doc-IV)
- b) We have not made any alteration in the Tender and Lease Performa .
- c) Tenders from intermediaries or brokers will not be entertained.

Yours faithfully

(_____)

Note:

- 1) No enquiries regarding the selection will be replied. This is strictly prohibited.
- 2) The Bureau reserves the right to reject any or all pre-qualification without giving any reasons.

Document-III

Price Bid (Part-II)

In Respect of premises to be offered on lease to Bureau of Indian Standards

FINANCIAL BID FOR GHAZIABAD BRANCH OF BIS

From:

Date:

To,
Head & Scientist F,
Ghaziabad Branch Office,
Bureau of Indian Standards,
Savitri Complex, 116 G T Road,
Ghaziabad – 201 001, U.P.

Dear Sir,

Price Bid (Tender Part-II) : Offer for Premises for Your Ghaziabad Branch/Office on Lease/Rental Basis

I/We offer my/our premises situated at _____ for your proposed Branch/Office on the following terms & conditions:

i) The building will have a carpet area of _____ sq. meter on various floors, as per details provided in 'Technical Bid', submitted by us. Carpet area means actual floor area available for use after deducting the areas of walls, passages, staircases, sanitary blocks, water room, entrance area, balcony etc. The possession of the premises will be given to you only after the Bureau is fully satisfied that the premises is to the Bureau's requirement and specifications.

ii) No changes in the leased premises plan will be made during the tenancy and if any changes are required the same will be carried out only after obtaining Bureau's prior approval in writing.

iii) In respect of premises to be offered on lease to Bureau of Indian Standards, notwithstanding what is stated in paragraph (ii) ABOVE, alterations/modifications will be provided by me/us as per the Bureau's requirements. The premises complete in all respect will be made available as early as possible, but in any case not later than _____ days from the date of acceptance of this offer by the Bureau. The Bureau may at its discretion extend this period. However, it will be open to the Bureau to decline to accept the offer, if the delay is too much in the opinion of the Bureau.

iv) I/We will provide the necessary arrangement for the continuous and regular supply of water, power and maintenance throughout office hours. I will provide electric motor and pump of required capacity as suggested by the Bureau. All maintenance charges in this connection except actual electrical consumption shall be borne by me/us. The required number of water taps as desired, including one directly from Municipal water connection, for drinking water will be provided by me/us, in the premises. Water consumption charges/bills of Municipality will be borne by the Bureau. I/We shall provide sanitary, privy, urinals, ladies toilet, hand-wash basin, towel rails etc. as per the Bureau's

requirement exclusively for Bureau's use. For housekeeping work, four personnel's shall be exclusively provided during office hours.

v) Distempering of the building, polishing/oil painting of the wood and metal works will be carried out by me/us once in a year. Whenever necessary, I/We will carry out tenable repairs to the premises. If I/we fail to do this, the Bureau will have right to recover this from me or from the rent payable to me.

vi) At the beginning of the tenancy of the lease, I/we undertake to carry out the additions/alterations to suit the Bureau's requirements, if the same are structurally feasible and technically permissible by the local authorities. Alternatively, if the Bureau desires to carry out any such alterations at its own cost, I/we will permit same on the existing terms & conditions and obtain any permission, if required, from local authorities.

vii) The Municipal Corporation or local authorities' permission/NOC to lease the premises in question to the Bureau, for use as office premises, provision of genset for power backup will be obtained by me/us and produced for your inspection. Any other permission if required will be obtained by me/us. In case, I/we will decide to sell the premises, at first it will be offered to Bureau at a reasonable price and in case the Bureau is not agreeable to purchase the same, I/we shall dispose off the same subject to Bureau's tenancy rights.

viii) The lease agreement will contain an undertaking that I/we will not during the currency of the lease agreement transfer, mortgage, sell or otherwise create any interest in the premises leased to you/with any party affecting your right of occupation and any of the terms of the lease without your consent.

ix) Expenses in connection with drafting and execution of the lease agreement will be borne by me/us.

x) The Bureau shall be at liberty, at any time during the period of the lease, to terminate the tenancy under lease deed and vacate the demised premises by giving three calendar months notice to the Lessor/Lessors and in that event, the Bureau shall not be liable to pay any rent for the residual period, damages, costs or any other claim or amount whatsoever to the Lessor/Lessors.

xi) Separate electric meters, shed for parking vehicles, rolling shutter or collapsible gate to the main entrance, safety bars to all the windows and compound walls with gate, all around the building will be provided by me/us at my/our cost. If required by the Bureau, 3-phase electric connection suitable for computerization will be arranged by me/us at our cost.

xii) I/we have clearly noted that in order to start its office as early as possible, Bureau reserves its right to install steel/wooden furniture, partitions electrical fitting etc. in the premises before taking possession of the building for which no rent will be paid by the Bureau.

xiii) Rent/Lease Charges:

A) The rent of the premises will be Rs. _____ per sq. meter. (carpet area) per month.

The charges for maintenance including housekeeping and power backup will be Rs. _____ per sq mtr per month.

B) The house tax and all Municipal/Government taxes will be paid by us (landlord). The present rate of Municipal/Government taxes is _____% of rent per annum.

C) Other service charges for garage/parking/lift/Maintenance/cleaning (if any) will be paid by us (landlord).

D) _____ sq. meter (carpet) area will be earmarked for the Bureau for parking at _____ for which no rent/cost will be charged.

xvi) **Period of Lease etc.:** The initial period of lease will be for three years with subsequent renewal at the option of the Bureau for two further terms of three years each on the same terms & conditions with reasonable increase of _____ % in monthly rent after every three years.

xvii) Penalty: Maintenance charges are subject to provision of facilities as indicated above. In case our complaint pertaining to maintenance not attended/rectified in time, BIS is at liberty to deduct proportionate maintenance charges.

xviii) **Validity:** This firm offer is open to you for acceptance till _____ /2014.

Yours faithfully,

(_____)

Doc- IV

LEASE AGREEMENT – SAMPLE FORMAT

AN AGREEMENT MADE THIS ----- DAY OF
----- two thousand----- between -----

----- hereinafter called "The Lessor" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) on the one part and the Bureau of Indian Standards having its Head Office at Manak Bhavan, 9 Bahadur Shah Zafar marg, New Delhi-110002, hereinafter referred to as Lessee.

WHERE BY IT IS AGREED AND DECLARED AS FOLLOWS :-

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

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

Whereas the Lessor is legal and absolute owner of the immovable property known as..... situated within the municipal limits of Ghaziabad (hereinafter referred to as said premises) and Shri is fully competent to enter into this agreement on behalf of the Lessor.

Whereas the Lessor has agreed to let out the said premises comprising of total carpet area for the purpose of locating Lessee's office. The Lessor and Lessee herein before mentioned agree as follows.

1. The tenancy in respect to the aforesaid premises will commence with effect from .

2. The rent for said premises would be Rs..... Per month including provision and maintenance of services like sanitary, electricals, fire safety equipments, power backup and maintenance of passages. The rent shall be payable on quarterly basis in every year or as mutually agreed. The contract shall be valid for three years, till _____.

The Lessee shall enhance the rent by from over the agreed rent of Rs._____ per month for another term of three years.

3. The Lessor shall bear the entire amount of property tax as may be fixed by concerned authorities from time to time. Water charges as levied by the authorities shall be payable by Lessee. Except the aforesaid property tax any additional charges on the services such as sewage, fire as and when levied by the authorities shall be payable by the Lessee.

4. No changes in the leased premises plan will be made during the tenancy and if any changes are required the same will be carried out only after obtaining Lessee's prior approval in writing therefore.

5. During the period of tenancy, if the Lessee desires to carry out any such alterations at its own cost, lessor will permit same on the existing terms & conditions and obtain any permissions, if required, from local authorities.

6. The Lessee shall have the option to vacate the accommodation by giving three months notice during the period as mentioned in para 2 above.

7. The Lessor shall arrange for white/colour washing/distempering/painting/polishing of doors, windows, walls etc. once in a year.

8. While the Lessee shall undertake day to day repairs of minor nature in the premises to be rented, its major structural repairs necessitated due to wear and tear shall have to be undertaken by the Lessor.

9. Electricity charges shall be payable by the Lessee against the separate meter which would be provided by the Lessor.

10. The Lessor shall at its own cost provide any additional electric points as per the requirements of Lessee.

11. At the time of termination of the tenancy the Lessee shall hand over the premises peacefully in good condition subject to the normal wear and tear.

12. The Lessor shall ensure and provide adequate supply of drinking water and water for water closet and lavatory throughout the year by providing a storage tank and making other arrangement for the purpose.

13. During the period of tenancy, the leased premises shall be used by the Lessee for the purpose of the office, testing laboratory, retiring rooms for its officers and stay of watchman and other essential staff and other purpose ancillary and incidental thereto.

14. The Lessee shall be at the liberty to reasonably affix, place or displace its signboards according to Rules and Regulations of local authorities.

15. The Lessor shall keep the entrance to the said premises, stairs and landing etc. clean and properly lighted by electric light during the hours of darkness.

16. The Lessor shall ensure that no obstruction is caused or placed in the main entrance and accesses and passages leading to the leased premises.

17. The lessor shall earmark _____ sq. meter (carpet) area for the Lessee for parking at _____ for which no rent/cost will be charged.

18. The Lessee paying the said rent performing and observing all their obligations under this agreement shall quietly enjoy the said office premises during the tenancy without any interruption by the Lessor of any person rightfully claiming though or under or in trust for it.

19. If during the period of tenancy the leased premises or any part thereof be acquired and/or requisitioned by the Government or the land acquisition collector or any other public authority body or local authority under any act for the time being in force, this demise shall stand terminated in the event of the whole premises being acquired or requisitioned and balance amount of rent and charges for maintenance services from the date of such requisitioning or acquisition shall be refunded by the Lessor to the Lessee within two months thereof and in case of partial acquisition or requisition this demise shall at the option of the Lessee stand terminated in respect of the whole premises or of the portion so acquired or requisitioned with a proportionate reduction in rent from the date of such acquisition or requisition and the proportionate rent for the remaining period of the portion so acquired or requisitioned shall be refunded by the Lessor to the Lessee within two months.

20. In case, the leased premises or any part thereof shall at any time during the terms hereby granted is destroyed or damaged by an act of God or in any other manner so as to make it unfit for the Lessee's option, fair and just proportion thereof according to the nature of the damage sustained shall until the leased premises have been rebuilt or renovated or rendered fit for the Lessee use shall be suspended and cease to be payable. When damage taken place due to the above reason after the payment of rent then and in that case, the Lessor will refund the proportionate amount of rent for the period the premises is unfit for occupation.

21. The original lease deed shall be retained by the Lessee and a copy thereof by the Lessor.

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

24. Any notice to be made or given to BIS under these present or in connection with the said premises shall be considered as duly given if sent by the landlords through the post by registered letter addressed to the BIS and any notice given to the landlords shall be considered as duly given if sent by the BIS through the post by registered letter addressed to the landlords at their known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.
25. Should any dispute or difference arise out concerning the subject matter of these presents or any covenant clause or thing herein contained or otherwise arising out of this lease, the same shall be referred to an arbitrator to be appointed by the BIS and decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration Act, 1940 or any statutory modification thereof for the time being in force shall apply to such arbitration.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR HANDS THE DAY, MONTH AND YEAR AFOREMENTIONED.

FOR

FOR

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(BUREAU OF INDIAN STANDARDS)

WITNESS:

1.

2.