

Ref: CL/BM/COMP.

05 Dec. 2008

Subject : ANNUAL MAINTENANCE OF COMPUTERS, PERIPHERALS AND LAN at CL

Dear Sirs,

1. Technical and Financial bids are invited for providing **ANNUAL MAINTENANCE OF COMPUTERS, PERIPHERALS AND LAN at CL** in separate sealed covers, which should reach the undersigned latest by **1500h, on 29 Dec. 2008**, at the following address:

Director & Head (BM)
Central Laboratory
BUREAU OF INDIAN STANDARDS
Plot No 20/9, Site IV,
Sahibabad Industrial Area, Sahibabad
Distt. Ghaziabad – 201010 (U.P.)

2. The detailed tender document for above is given in **Annex-1**
3. The technical bids shall be opened in the **Conference Hall**, of the Central Lab, at the address mentioned above at **1530 h on 30 Dec. 2008** in the presence of such bidders or their duly authorized representatives as may be present.
4. Please note that the enveloped containing Technical and Financial Bids are sealed properly i.e. either wax sealed or with adhesive cello tape on both ends. **Unsigned & Unstamped bids in unsealed/stapled envelopes and bids without EMD** shall be summarily rejected. **No exemption whatsoever for payment of EMD** shall be accorded.
5. The tender document can also be downloaded from BIS Website – www.bis.org.in

Thanking You,

Yours faithfully,

Encl. : As above

**Director & Head
(BM)**

Tender Document (Annex-I)

**ANNUAL MAINTENANCE CONTRACT OF
COMPUTERS, PERIPHERALS, AND
LOCAL AREA NETWORKING
AT
CENTRAL LABORATORY,
BUREAU OF INDIAN STANDARDS
SAHIBABAD**

List of Documents:

1. Tender Document : Doc-I
2. Technical Bid: Doc-II
3. List of equipments and Financial Bid: Doc-III
4. Terms and condition as well as draft agreement: Doc-IV



**BUREAU OF INDIAN STANDARDS
CENTRAL LABORATORY**
Plot No 20/9, Site IV, Sahibabad Industrial Area, Sahibabad

Doc – 1

**TENDER DOCUMENT
FOR
ANNUAL MAINTENANCE OF COMPUTERS, PERIPHERALS AND LAN**

1. Invitation to bid

- 1.1 Quotations are invited under two-bid system for the Annual Maintenance service contract for Computers, peripherals and LAN (including switches) which is installed at

BIS Central Laboratory, Sahibabad (referred to BIS CL in this document)

The details of the systems (computers, peripherals, LAN, etc) are as given in Doc III. The actual number may either increase or decrease at the time of start of contract or during the year.

Notes:

Any of the above systems may be withdrawn at any time during the period of maintenance contract, maintenance charges for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance and maintenance charges will be paid pro-rata basis.

- 1.2 The maintenance agency (referred to as agency in this document) is required to submit the technical and financial bid separately. The quotations in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in another sealed cover super scribed “Quotation for Annual Maintenance Service Contract for Computers, Peripherals and LAN”. The quotations should reach the Director & Head (BM), BIS Central Laboratory, Sahibabad **latest by 1500 h on 29 Dec. 2008**
- 1.3 Quotations will be **opened on the next day i.e 30 Dec 2008 at 1530 h** in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned document will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

**(Signature of Authorized Signatory
With Company Seal)**

2. Description of the Work:

2.1 The maintenance services will consist of

- a) On-site preventive and corrective maintenance of PCs and peripherals at Central Laboratory BIS, Sahibabad where the above equipment is installed as indicated from time to time.
- b) The maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
- c) The maintenance also includes removal of virus, software patch updation, HDD crash recovery, system administration, network administration, software support/troubleshooting to keep the system fully operational and web site updation. The agency will be responsible for providing virus free computer environment in BIS CL.
- d) The maintenance also includes repair maintenance and troubleshooting of all LAN components excluding switches to keep LAN fully operational.

2.2 The contract will be initially for one year. The contract may be renewed for two years, one year at a time, at the discretion of BIS CL and based on satisfactory services provided by the agency.

2.3 The maintenance services will be provided from 0930 h to 1800h (Monday to Friday). Provision of availability of Service Engineers on Saturdays, Sundays and Holidays should be made in case of exigency.

2.4 **The agency shall carryout the maintenance work on call basis. However, in addition, the agency will also depute its Service Engineers to visit BIS CL twice a week for preventive maintenance.** The agency shall provide maintenance services through qualified experienced and competent engineers. The engineer will be responsible for hardware maintenance and network trouble shooting and for user software support including virus cleaning/patch installation, software installation and updation of web site etc. The engineer responsible for hardware maintenance should have expertise to cover all items of PCs, printers UPS, Scanner, CD-Writer and network components.

2.5 Additional engineer(s) may be deputed whenever there is more workload/complaints to rectify the equipment within the stipulated response time

2.6 All computes, peripherals and their parts as mentioned in Doc III will be covered under the maintenance.

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- 2.7 The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like ribbons, laser printer toner, floppies, cables and IOs (in case of LAN) the contractor will supply all other parts/components/sub-assemblies including fuser assembly of laser printer free of cost.
- 2.8 The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of BIS regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency.
- 2.9 The agency shall also carryout periodic preventive maintenance including external cleaning of equipments once every month in days and time convenient to the users.

3. GENERAL CONDITIONS

- 3.1 The BIS CL reserves the right to accept or reject summarily any or all quotations, in whole or in part without any assigning any reasons whatsoever
- 3.2 BIS CL reserves the right to increase or decrease quantities of any item of the work and the agency shall maintain the same at the rate quoted for similar item.
- 3.3 The BIS CL takes no responsibility for any delay, loss or non-receipt of a quotation after dispatch.
- 3.4 No transportation charges, what so ever shall be paid by BIS CL for any type of services.
- 3.5 The agency shall ensure to keep sufficient number of standby equipment/components at BIS CL to meet the stipulated response time. Minimum one UPS of 800VA shall be kept standby at BISCL.
- 3.6 The Agency must be registered with the Registrar of Companies or with the Ghaziabad/Delhi Sales Tax Department for Works Contract Tax or with other relevant government departments. Necessary supporting documents must be attached.

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- 3.7 The agency must be currently maintaining more than 50 computers each on LAN at a minimum of three locations in Delhi/NCR. Copies of two such work order or any other documentary evidence clearly showing that more than 50 computers are being maintained at a single location should be attached.
- 3.8 The agency must have satisfactorily executed in last 3 years minimum 3 AMC of more than 50 computers connected in LAN under Window NT/Windows 2000/2003 Server environment. Necessary supporting documents as required must be attached.

4. TECHNICAL SPECIFICATION

- 4.1 The technical details and no. of equipments shall be as per the details given in Document II.

5. PAYMENT TERMS AND CONDITION

- 5.1 The payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance. TDS, Service Tax, WCT and any other tax as applicable as per prevailing rates will be deducted before making the payment. Advance payment if any may please be mentioned.
- 5.2 The maintenance charges quoted by the agency per item is on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

6. EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT

- 6.1 **Earnest Money** - The agency shall deposit a sum of Rs 5,000/- as earnest money through a demand draft in favour of Bureau of Indian Standards, payable at New Delhi/Ghaziabad at the time of submission of tenders, otherwise technical & financial bids will not be considered at all. The Earnest Money of successful bidder will be returned only after furnishing of the performance security. The Earnest Money of the unsuccessful bidder whose technical bid has not been found suitable will be returned
- 6.2 **Performance Security** – The agency shall be required to deposit a sum equivalent to 10% of the total work order at the time of signing the contract as performance security in cash/demand draft/term deposit or provide a Bank Guarantee for the said amount from a Scheduled bank, pledged in favour of Director General, Bureau of Indian Standards, New Delhi. No interest shall accrue on this amount. The security amount shall be repayable after one month of the expiry/termination of contract after deduction of penalty/other dues, if any.

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7. TERMINATION OF CONTRACT AND PENALTY

- 7.1 If the services provided by the agency under this maintenance contract are not to the full satisfaction of BIS CL, the maintenance contract may be terminated by BIS CL and the charges shall be payable only upto the period, till which the agency has rendered satisfactory services. The decision of BIS CL in this regard shall be final and binding on the agency.
- 7.2 In case of non-compliance with the contract, BIS shall reserve the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages.
- 7.3 The max. response time for repairing the system shall not be more than one day and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be Rs 300/- per system/sub-system per day.

8. ARBITRATION

- 8.1 In the event of any dispute or difference relating to maintenance service of computers and application of the provisions of the contract (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussions, or shall be referred to the sole arbitrator of a person appointed by the Director General of BIS.

9. JURISDICTION

- 9.1 The court at Ghaziabad alone shall have the jurisdiction in any matter arising out of relating to or touching this agreement.

10. DOCUMENT/INFORMATION REQUIRED

- 1. Tender document/Doc-I duly signed in each pages.
- 2. Technical bid as per Document-II filled and duly signed along with all required documents
- 3. Financial bid as per Document-III filled and duly signed.
- 4. The details of the clients to whom such service is being provided and feed back letters from such clients regarding satisfactory service provided.
- 5. DD for Rs. 5,000/- as EMD in favour of “Bureau of Indian Standards, payable at New Delhi/Ghaziabad” to be submitted.

**(Signature of Authorized Signatory
With Company Seal)**

Document-II Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “Technical Bid”:

1. Name, Address, Set up and status of the Agency including the details of the contact person with telephone number.
2. The bidder shall be a company registered with the Registrar of Companies and registered with Ghaziabad/Delhi Sales tax for Works contract Tax. *Document in support of registration with the Registrar of companies and with the Ghaziabad/Delhi Sales Tax Department for Works Contract Tax.*
3. EMD of Rs. 5,000/- (Rupees Five thousand only) in form of DD/pay order in favour of Bureau of Indian Standards, payable at New Delhi/Ghaziabad
4. PAN No. & Service tax registration no. of the agency.
5. **5. Equipments to be brought under AMC**

Sl. No.	Equipment	Make/Model	Number	Rate per year per equipment	Total
1.	Pentium II	HCL Infinity 2000	01		
2.	Pentium III	HP Vectra	01		
3.	Pentium IV	HP	02		
4.	Pentium-IV	HCL Infinity Pro	32		
5.	Pentium-IV	Compaq	02		
6.	Pentium-D	Compaq dx2280 MT	04		
7.	Printer Color	HPLJ 2600 N	01		
8.	Printer	HPLJ 1010	02		
9.	Printer	HPLJ 1020	03		
10.	Printer	HPLJ 1022	03		
11.	Printer	HPLJ 1100	04		
12.	Printer	HPLJ 1150	11		
13.	Printer	HPLJ 1005	05		
14.	Printer	HP 7208	01		
15.	Printer	HP 6110	01		
16.	Printer	HP LJ 6MP	01		
17.	Printer	HP DESKJET 3050	01		
18.	Printer	HP DESKJET 640 C	01		
19.	Scanner	HP SJ 3670	01		
20.	Scanner	HP 8390	01		
21.	UPS	500- 800 VA Offline	45		
22.	UPS	Numeric Online 2KVA	01		
Total (A)					

6. Equipments to be brought under maintenance contract during the period of contract

Sl. No.	Equipment	Make/Model	Number	Acceptance of the firm (YES/NO)
1.	Pentium D	Lenovo	03	
2.	UPS 800VA	UPMAX	01	
3.				
4.				
5.				
6.				

7. List of at least 5 qualified services engineers with details of qualification and having more than 3 years of experience in the relevant field as per the performa enclosed. *The qualification and experience of engineer(s) deputed to BIS will be verified. Copies of qualification and experience certificates to be enclosed.*

Sl. No.	Name	Technical qualifications	Area of specialization	No. of years of experience	Area of Experience	Date of joining the firm

**(Signature of Authorized Signatory
With Company Seal)**

8. List of clients including *Govt. Departments/Public Sector Undertakings* with name, complete address and contact person with telephone number where the company is currently maintaining more than 50 computers on LAN in a single location in Delhi/NCR as per the performa enclosed. *Copies of two such work order preferably of Govt. Departments/Public Sector Undertakings or any other documentary evidence from clearly showing that more than 50 computers are being maintained at a single location should be attached.*

Sl. No.	Name of the Organization/Govt . dept/PSU with Contact person with tel. No.	Details of equipment and Nos. (Servers and clients) and stand alone PCS, laptops, printers, other peripherals	No. of resident engineers provided	Period of contract	Contract value (Rs. in lakhs)

8. List of maintenance contracts satisfactorily executed by the agency in last 3 years. Minimum 3 such maintenance contracts of more than 50 computers connected in LAN under Window NT/Windows 2000/2003 Server environment should be listed. *A Performance Certificate to this effect from at least two clients preferably Govt. Departments /Public Sector Undertakings shall be furnished.*

Sl. No.	Name of the Organization/Govt. dept/PSU	No. of resident engineers provided	No. of PCs	Period of contract	Contract value (Rs. in lakhs)

9. Technical Infrastructure available for repair of Computer, Printers and Peripherals (Attach separate sheet if required)

10. Tender document (Doc-I) duly signed in each page.

(Signature of Authorized Signatory
With Company Seal)

Financial Bid

The financial/price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the tenderer shall be inclusive of all taxes and levies applicable. No escalation of prices would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “Financial Bid”.

A. Equipments to be brought under maintenance contract at the time of the commencement of the contract

Sl. No.	Equipment	Make/Model	Number	Rate per year per equipment	Total
23.	Pentium II	HCL Infinity 2000	01		
24.	Pentium III	HP Vectra	01		
25.	Pentium IV	HP	02		
26.	Pentium-IV	HCL Infinity Pro	32		
27.	Pentium-IV	Compaq	02		
28.	Pentium-D	Compaq dx2280 MT	04		
29.	Printer Color	HPLJ 2600 N	01		
30.	Printer	HPLJ 1010	02		
31.	Printer	HPLJ 1020	03		
32.	Printer	HPLJ 1022	03		
33.	Printer	HPLJ 1100	04		
34.	Printer	HPLJ 1150	11		
35.	Printer	HPLJ 1005	05		
36.	Printer	HP 7208	01		
37.	Printer	HP 6110	01		
38.	Printer	HP LJ 6MP	01		
39.	Printer	HP DESKJET 3050	01		
40.	Printer	HP DESKJET 640 C	01		
41.	Scanner	HP SJ 3670	01		
42.	Scanner	HP 8390	01		
43.	UPS	500- 800 VA Offline	45		
44.	UPS	Numeric Online 2KVA	01		
Total (A)					

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With Company Seal)**

B. Equipments to be brought under maintenance contract during the period of contract.

Sl. No.	Equipment	Make/Model	Number	Rate per year per equipment	Total
7.	Pentium D	Lenovo	03		
8.	UPS 800VA	UPMAX	01		
9.					
10.					
11.					
12.					
Total (B)					

C. LAN (of approximately 60 nodes excluding switches) _____
(Please quote in Lump sum) (Without items like IOs, jack panels, etc.)

D. Total (A + B + C): _____

E. Less discount (if any): _____

Net Total (D – E): _____

Note: Actual number of equipment may vary at the time of awarding of contract. For some of the equipment AMC will start during the year as stated above. Few computers on LAN are under warranty with OEM. Software support would also be provided for computers under warranty.

(Signature of Authorized Signatory
With Company Seal)

Doc-IV

Draft Agreement to be signed for Annual Maintenance Contract

<Stamp paper of requisite amount>

MAINTENANCE AGREEMENT FOR COMPUTERS, PERIPHERALS, AND LOCAL AREA NETWORKING

This agreement is made on _____ 2008 between the **Bureau of Indian Standards, Central Laboratory, Plot No 20/9, Site IV, Sahibabad Industrial Area, Sahibabad** hereinafter referred to as “**BIS**”,

and

M/s _____, a registered company with
registered _____ office _____ at _____
_____, hereinafter referred to as “**Agency**”,

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

1. SCOPE OF THE AGREEMENT

- 1.1 The maintenance services under the maintenance contract shall comprise of preventive and corrective maintenance of computers, associated peripherals and LAN as per Annexure - I enclosed.
- 1.2 All the terms and conditions as mentioned in the Tender document, along with all the Annexures/Appendices as well as the technical bid and financial bid submitted in response to the tender notice invited by **BIS** form part of this contract.

- 1.3 Maintenance services shall be provided at the above mentioned BIS Central Laboratory premises from time to time.
- 1.4 Any of the above systems (in in Annexure-1) may be withdrawn at any time during the period of maintenance contract; maintenance charges for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance contract and maintenance charges will be paid pro-rata basis.
- 1.5 The relationship between **BIS** and the agency shall be that of the 'Principals' and the 'Maintenance service provider' or 'contractor'.

2. Description of the Work:

- 2.1 The maintenance services will consist of
- e) On-site preventive and corrective maintenance of PCs and peripherals at Central Laboratory BIS, Sahibabad where the above equipment is installed as indicated from time to time.
 - f) The maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
 - g) The maintenance also includes removal of virus, software patch updation, HDD crash recovery, system administration, network administration, software support/troubleshooting to keep the system fully operational and web site updation. The agency will be responsible for providing virus free computer environment in BIS CL.
 - h) The maintenance also includes repair maintenance and troubleshooting of all LAN components excluding switches to keep LAN fully operational.
- 2.2 The contract will be initially for one year. The contract may be renewed for two years, one year at a time, at the discretion of BIS CL and based on satisfactory services provided by the agency.
- 2.3 The maintenance services will be provided from 0930 h to 1800h (Monday to Friday). Provision of availability of Service Engineers on Saturdays, Sundays and Holidays should be made in case of exigency.
- 2.4 **The agency shall carryout the maintenance work on call basis. However, in addition, the agency will also depute its Service Engineers to visit BIS CL twice a week for preventive maintenance.** The agency shall provide maintenance services through qualified experienced and competent engineers. The engineer will be responsible for hardware maintenance and network trouble shooting and for user software support including virus cleaning/patch installation, software installation and updation of web site etc. The engineer responsible for

hardware maintenance should have expertise to cover all items of PCs, printers UPS, Scanner, CD-Writer and network components.

- 2.5 Additional engineer(s) may be deputed whenever there is more workload/complaints to rectify the equipment within the stipulated response time
- 2.6 All computes, peripherals and their parts as mentioned in Annexure-1 will be covered under the maintenance.
- 2.7 The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like ribbons, laser printer toner, floppies, cables and IOs (in case of LAN) the contractor will supply all other parts/components/sub-assemblies including fuser assembly of laser printer free of cost.
- 2.8 The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of BIS regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency.
- 2.9 The agency shall also carryout periodic preventive maintenance including external cleaning of equipments once every month in days and time convenient to the users.

3. GENERAL CONDITIONS

- 3.1 BIS CL reserves the right to increase or decrease quantities of any item of the work and the agency shall maintain the same at the rate quoted for similar item.
- 3.2 No transportation charges, what so ever shall be paid by BIS CL for any type of services.
- 3.3 The agency shall ensure to keep sufficient number of standby equipment/components of equivalent configuration at BIS CL to meet the stipulated response time. Minimum one UPS of 800VA shall be kept standby at BISCL.

4. Service Engineers

- 4.1 The service engineers deputed at BIS should possess at least a 3 years Diploma in Comp Sc. & Engg./Electronics or Bachelor's degree in Science or Engineering in Computer Science/IT/Electronics related discipline with at least 3 years of post qualification experience. Industry certification like MCSE /CNE, SQL, will be preferred for hardware service engineer. Specialized training in software/web designing would be preferred for software support engineer.
- 4.2 The agency is required to provide evidence in respect of qualification and experience, which would be checked by BIS to see the suitability/competency of the service engineer.
- 4.3 The Service Engineers provided by the Agency shall not be changed frequently. Only one change will be permitted during the year. For any subsequent changes a penalty of Rs 5000/- would be payable. However if found incompetent by BIS, the service engineer will be changed by the Agency.
- 4.4 The agency and the resident personnel shall follow the system of monitoring the work and attendance of the service personnel as stipulated by BIS.
- 4.5 In the absence of any engineer/personnel, it shall be the responsibility of the agency to depute another competent and experienced engineer during the period of absence of the designated engineer/personnel.
- 4.6 Additional engineer may be deputed at BIS whenever there is more workload/complaints to rectify the equipment within the stipulated response time.

5. PAYMENT TERMS AND CONDITIONS

Performance Security – The agency shall be required to deposit a sum equivalent to 10% of the total work order at the time of signing the contract as performance security in cash/demand draft/term deposit or provide a Bank Guarantee for the said amount from a Scheduled bank, pledged in favour of Director General, Bureau of Indian Standards, New Delhi. No interest shall accrue on this amount. The security amount shall be repayable after one month of the expiry/termination of contract after deduction of penalty/other dues, if any.

The payment to the agency will be made on quarterly basis in at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance.

TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

The maintenance charges quoted by the agency per item is on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground. However for the spares required to be supplied on chargeable basis as per the terms and conditions of the tender notification, the Service Tax will be applicable.

6. PENALTY

- 6.1 If the services provided by the agency under this maintenance services contract are not to the full satisfaction of BIS, the maintenance contract may be terminated by BIS and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BIS in this regard shall be final and binding on the agency.
- 6.2 In case of non-compliance with the contract, BIS reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to the damages.
- 6.3 The maximum response time for repairing the system shall not be more than five hours and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be INR 300.00 per system/sub-system per day.
- 6.4 If the Service Engineer fails to attend to the work a penalty will be imposed depending on the problem faced by BIS.

7. ARBITRATION

- 7.1 In the event of any dispute or difference relating to maintenance service of computers and application of the provisions of the contract (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussions, or shall be referred to the sole arbitrator of a person appointed by the Director General of BIS. The decision of the sole arbitrator shall be final & binding on both parties.

8. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- 8.1 The contract will be initially for one year from the date of signing of this agreement.
- 8.2 The contract may be renewed for two years, one year at a time, at the discretion of BIS and based on satisfactory services provided by the agency.
- 8.3 This Agreement may also be terminated by **BIS** forthwith if at any time:

the agency fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.

or

the agency commits any other breach of this Agreement if such breach is not remedied (if capable of remedy) within forty five days of receipt of notice specifying the breach and calling upon the agency to remedy it.

or

the agency goes into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or enters into any composition arrangements with its creditors or a receiver of its assets is appointed.

- 8.4 In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of **BIS** and the **agency**.

9. AGREEMENT AND WARRANTY

- 9.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
- 9.2 The **agency** and **BIS** represent, warrant and undertake that they have full powers and authority to enter into this Agreement and perform on the obligations they have assumed thereunder. The parties further represent, warrant and undertake that there are no restrictions what so ever preventing them from performing their obligations of entering into this Agreement.

10. NOTICES

- 10.1 Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party or its nominee, shall be deemed to have been given on the date of despatch.

11. FORCE MAJEURE

- 11.1 *If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.*
- 11.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason by any delay in performance, or non-performance, of

any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

12. APPLICABLE LAW

12.1 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Ghaziabad Courts in all matters regarding the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorised representatives on the day, month and year first before written.

WITNESSES

Signed:
For and on behalf of

**BUREAU OF INDIAN
STANDARDS**

1.

Director & Head (BM)
Authorised Signatory

For and on behalf of
M/s _____

2.

Authorised Signatory