



BUREAU OF INDIAN STANDARDS

CORRIGENDUM

NOTICE

The last date for submitting bids for Tender of Editing, Composition and Desktop publishing of Indian Standards of BIS. has been extended to 17-02-2015 at 1500. The details of the tender document can be seen and downloaded from our website www.bis.org.in

Director(Pub)



BUREAU OF INDIAN STANDARDS
9-Bahadurshah Zafar Marg
New Delhi-110002

1. Bureau of Indian Standards invites sealed bids from eligible bidders under two-bid system (Technical and Financial bid) for empanelment of Agencies for Editing, Composition and Desktop publishing of Indian Standards of BIS.
2. The blank Tender document is available from 27-12-14 to 23-01-15 during the office hours. The Tender document can also be downloaded from our website www.bis.org.in.
3. The bid can be submitted in the manner indicated in the tender document on or before 27-01-15 by 1500 hrs. The Bureau reserves the right to reject any or all the bids without assigning any reason.

Director (PUBLICATION)
Our Ref : Pub/G-12

TENDER NOTICE (DETAILED) FOR WEBSITE

Invitation for Tender for appointment of Agency for
Editing, Composition and Desktop publishing of Indian Standards

Bureau of Indian Standards (BIS)
9, Bahadur Shah Zafar Marg
New Delhi-110002
web: www.bis.org.in

Background:-

BIS is the National Standards body of India. It has published approximately 19000 Indian Standards and priced publications. Documents comprise of Indian standards Manuscript, Amendments in the form of running text matter, tables, scientific equations, scientific symbols, line drawings, diagrams. The Documents may be in the range between 2 to 120 pages. Besides the above colour photographs can also be part of documents.

(For detailed scope of work refer clause 6 of Schedule 2)

In order to familiarize themselves with the conditions and work requirement, bidders may contact the Director, Publication Department for clarifications/familiarization etc. before submitting the bid.
The tender should be submitted to -

Director, Publication Department,
Room No-303
Bureau of Indian Standards
Manak Bhawan,
9, Bahadur Shah Zafar Marg,
New Delhi – 110002.

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice Inviting Bids/Brief Scope of Work

1.1 Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for Composition and Desktop publishing of Indian Standards of Bureau of Indian Standards and/or any other similar job not included in the scope as may be directed by the Bureau of Indian Standards.

2. Eligibility Criteria for the bidders

- i) Tender is open to all firms in India, engaged in providing Digitization, editing and Digital Archiving solution and developing, e-book creation.
- ii) Agencies registered with Directorate of Service Taxes need only apply and the agency should submit the details of registration & copy of PAN cards, sales tax/ VAT/ Service Tax certificates.
- iii) The agency should have executed at least 1 similar projects in the last 5 years. These orders should be from any of the Government Department/ Public Sector/Autonomous Bodies/ Publishing Houses/ Corporate bodies. (Provide copy of work orders & successful completion certificates as the documentary or payment remittance as evidence)
- iv) The agency should have a minimum turn over (annual) of at least Rs. 25 Lakhs during last three financial years (2011-12, 2012-13, and 2013-14).
(Enclose proof of the audited balance sheets during last 3 years)
- v) The agency should have the required infrastructure and facilities capable of downloading/ scanning A3, A4, A5, B5 royal octavo etc. size pages which can scan at least 500 pages per day and process the documents to meet the delivery schedule. (Please provide a list with documentary proof of the facilities available)

3. Availability of Tender Document:

3.1 The blank Tender document will be available during the period indicated in the **Schedule-4**, during the office hours.

3.2 The Tender document can also be downloaded from the website of the Bureau (www.bis.org.in).

3.3 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.

4. Language of Bid/Contract:

The language of the Bid shall be in English/Hindi and all correspondences etc. shall conform to English/Hindi language.

5. Earnest Money/ Bid Security:

5.1 The Bidder shall deposit with the Bureau a sum indicated in the Schedule-4, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favor of Bureau of Indian Standards, New Delhi

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 to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for any supply of services during the next twenty-four (24) months effective from the date of such revocation.

5.4 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.

5.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

6. Last Date for Submission

6.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

6.2 In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

7. Manner of Submission of Bid

7.1 The complete Bid will be received as indicated in the Schedule-4, by depositing the same through the Bid Box or by mail which reaches the specified place before the specified time. Mail includes Speed Post, Registered Post.

7.2 E-mail or fax offers will be rejected.

8. Contents of the bid document

Two bid systems would be adopted; one part of the bid shall be technical bid and other part a financial bid.

8.1 TECHNICAL BID. (Envelope No. 1)

Envelope No. 1 shall be super scribed Technical Bid and contain:

- i. A letter of transmittal/covering letter as per the format given at Annexure 1.
- ii. Application form as per the format given at Annexure 2 along with the supporting documents as below:
- iii. Copies of Income tax /service tax returns, PAN/TAN, Service Tax registration certificates etc.
- iv. Details of organizational infrastructure as per annexure 3 along with copies of qualification and experience certificates of personnel.
- v. Details of work of similar nature carried out in for at least 3 years up to 31 March 2014 as per Annexure 4 along with proof of the same in the form of certificate obtained from the client.
- vi. Proof of having achieved average financial turnover of Rs 25 Lakhs (Rupees twenty five lakhs only) in the previous 3 financial years ending 31 March 2014 (Chartered Accountants Certificate, copies of income-tax returns / assessment orders for each year to be enclosed).
- vii. A copy of this tender document with each page signed.
- viii. This envelope shall also contain Earnest Money Deposit in form of crossed demand draft/pay order of Rs 60,000.00(Sixty Thousand Only) in favor of Bureau of Indian Standards, New Delhi, which will remain with BIS up to the time of award of contract. However, no interest shall be payable on Earnest Money. Earnest Money of successful bidder shall be adjusted against the Security Deposit.

This envelope shall be super scribed ENVELOPE 1 – TECHNICAL BID__

Financial bid of bidders who do not fulfill the above requirements shall not be opened. The required documents should be submitted strictly as prescribed. Original documents may be required for verification of the above claims.

8.2 FINANCIAL BID (Envelope No. 2)

8.2.1 Envelope No. 2 shall contain only the prices duly filled in and signed by the bidders as per the format for financial bid at schedule 5. The contractor shall specify his total basic fee (not including taxes) for one year for the entire job.

8.2.2 The rates quoted will be deemed to have included all costs and no additional cost would be payable except cost of components/materials/spare parts required for repair, if any.

8.2.3 The bidders, in this envelope, shall indicate no commercial or technical condition or qualification of any sort; otherwise the tender shall be summarily rejected.

This envelope shall be super scribed ENVELOPE 2- FINANCIAL BID__

Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common envelope, sealed, super-scribing the words BIS E-publication Bid__ and the name and address of the Bidder at the bottom left.

9. Validity of Bids:

9.1 The Bids will be valid for a period Indicated in Schedule-4 from the date of its opening.

10. Rates how to be quoted

10.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, 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.

10.2 The Financial Bid shall be exclusive of all taxes .

11. Other Important Points to be noted by the Bidder

(a) The Financial Bid should be written both in words and figures at appropriate places.

(b) The Bidder shall submit the Bid which satisfies each and every condition laid down in Schedule-4, failing which the Bid shall be liable to be rejected. Conditional Bids will be rejected.

12. Modification and Withdrawal of Offer

12.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

13. Corrupt or Fraudulent Practices

13.1 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.

13.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

14. Opening of Bid

The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the Schedule-4 (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

15. Shortlisting of Bidders

The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

16. Opening of Financial Bids

The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (Schedule-5) shall then be read out.

17. Acceptance of Bid

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.

18. Process to be Confidential

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

19. Performance Security

To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished in the form of an Account payee Demand Draft in favor of Bureau of Indian Standards payable at New Delhi.

20. Execution of Contract Document

20.1 The successful Bidder after deposit of Performance Security is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value. The proper value at present is Rs. 100/-. The Agreement should be signed within 10 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.

20.2 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.

21. Rights of the Bureau

21.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid.

21.2 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.

22. Notice to form Part of Contract

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

SCHEDULE 2- CONDITIONS OF CONTRACT

1 DEFINITION:

i) Contractor shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

iii) 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.

v) Competent Authority shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.

vi) Government shall mean the Central Government.

vii) Bureau shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

viii) 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.

ix) Approved shall mean approved in writing including subsequent confirmation of previous verbal approval and Approval shall mean approval in writing including as aforesaid.

x) Specification means the specification referred to in the tender. In case where no particular Specification is given, the relevant specification of the Bureau, where one exists, shall apply.

xi) Tender means formal invitation by the Bureau to the prospective bidders to offer price for Electronic sale of Standards and development/maintenance of e-portal of Bureau of Indian Standards.

xii) Bid means the Contractor's priced offer to the Bureau for Electronic sale of Standards and development/maintenance of e-portal of Bureau of Indian Standards.

xiii) Letter of Acceptance means the formal acceptance by the Bureau.

xiv) Commencement Date means the date upon which the Contractor receives the notice to commence the supply of Goods at specified places.

xvi) Annexure referred to in these conditions shall mean the relevant annexure appended to the tender document and the contract.

2. Parties to the contract:

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm 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 and / or the firm liable for all costs and damages for such termination.

3. Performance Security

To ensure due performance of the contract, an interest-free Performance Security, for an amount as mentioned at Schedule-4 has to be deposited by the contractor in the form of an Account payee Demand Draft in favour of Bureau of Indian Standards payable at New Delhi

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including warranty obligations.

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 fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit.

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 the way of fines, penalties and recovery of any other amounts 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.

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.

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. The Performance Security shall be returned to the Contractor by the Bureau after sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

4. CONTRACT DOCUMENTS:

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:

i) The Agreement

ii) Minutes of pre-bid meetings, clarifications(if any)

iii) The Conditions of Contract

iv) Tender Notice and Tender Document

v) Letter of Acceptance.

vi) Any other correspondence exchanged between the parties in connection with the contract.

vii) The Contractor's Offer

5. Validity of the Contract

The contract shall be valid for a period of five years i.e. 60 months and may be extended for a further period of 5 years, one year at a time, based on performance.

6. Detailed Scope of Work

1. The services shall consist of converting documents supplied by the Bureau to the required formats. Documents comprise of Indian standards Manuscript, Amendments in the form of running text matter, tables, scientific equations, scientific symbols, line drawings, diagrams. The Documents may be in the range between 2 to 120 pages. Besides the above color photographs can also be part of documents.

2. The scope of work of the agency shall be as given in Schedule I.

3. The price shall be quoted in the format given at Schedule -II

4. The agency shall thoroughly proof-read, check , verify and edits the document and ensure conversion is exactly as per the manuscript provided and formatted as per the latest Indian Standard IS

12 . The details of conversion requirement are given in Schedule-I below:

S · N O	Input from Publication to Agency [Document Stage identification is given in brackets]	Deliverables [Document Stage identification is given in brackets]	Time in Days	Approx. Quantum of work PPA[pages/Annum]
1	Manuscript of draft standards in soft copy . [In MS office Word 2007 or higher format]	1.Final Edited Version [In MS office Word 2007 or higher format, that has been Edited and proof corrected as per IS 12] in soft copy . 2. Searchable PDF version of the above, that is Printable & Non-Editable version [In adobe version 11.0 or Higher] suitable for uploading on the BIS e-Publication portal in soft copy	7 7	Approx 25000 -do-
2	Manuscript of draft standards with Amendment in soft copy in MS word Format	Final Edited Version of standard with amendment incorporated [In MS office Word 2007 or higher format that has	7	Approx 1600

		<p>been Edited and proof corrected as per IS 12] in soft copy.</p> <ol style="list-style-type: none"> 1. With amendments incorporated in track change mode. [Printable, Searchable & Non-Editable PDF version, that has been Edited and proof corrected as per IS 12] 2. Searchable PDF that is Printable & Non-Editable version with amendments incorporated [that has been Edited and proof corrected, as per IS 12] suitable for uploading on the BIS e-Publication portal in soft copy. 	7	-do-
			7	-do-
3	Scanned/PDF copy of A4 Existing Standards –English/[Bilingual]	1. Editable version of the document. Formatting to be same as original. [In MS office Word 2007 or higher format, that has been Edited and proof corrected, as per IS 12]	30	Approx 2,000,00
4	Scanned copy of A-5 standards – English/[Bilingual]	<ol style="list-style-type: none"> 1. Editable, searchable version of the document in A4 Size. Formatting to be same as original Document. [In MS office Word 2007 or higher format that has been Edited and proof corrected, as per IS 12] 2. Printable, Non-Editable & Searchable PDF version [that has been Edited and proof corrected, as per IS 12] suitable for uploading on the BIS e-Publication portal in soft copy 	7	5000
			7	-do-
5	Documents given in Sl no 1 to 4	1. Scope and reference of the portion of the publications in editable PDF form.	7	-do-

5. The time line basis of an average load of 25 (approx) standards/week . In case the actual workload is more than this, the allowance applicable on the standard time limit is for very increase upto 5 standards, 1 day extra .

6. For bilingual standards, an additional 3 days could be given to base time and for bilingual standards more than 25/week an additional two days could be given over above the standard time applicable .

7. In case the workload is less than the estimated standard workload , then no change in time limit on the standard base time shall be made .

7. Imposition of fines/penalty (Penalty Clause)

Deficiency in service could be considered as follows:

- i) Non Delivery as per time norms
1% of the price of the undelivered service for each week or part thereof subject to a maximum of 10%. Non Delivery beyond 4weeks shall attract further penalty of 10 % of the fee payable. This type of penalty shall be levied only twice and any repeated deficiency on same documents shall attract termination]
- ii) Delivery of documents with formatting proof correction errors. More than three Errors per page only to be allowed and any page containing 4 errors shall be returned by Publication to the Agency. Such documents are to be considered as not submitted in time and the time taken for correcting and returning to us shall be counted and penalty to be imposed.

9. Financial Terms

- a) A Financial Evaluation Committee (FEC) would scrutinize the commercial bids of the technically qualified bidders. The bids, found lacking in strict compliance to the commercial bid format will be rejected straightaway . L1 bidder will be decided on the basis of lowest amount quoted for item 5 (Table A) and item 3 (Table B) in Schedule -5 (Financial bid) . However individual price is to be given for calculating the amount for billing purposes .
- b) L1 bidder shall be the one quoting least value of X / Y in Schedule-5 (Abridged Financial Bid). In case more than one bidder quoted the same value of X/Y then the bidder having the maximum Total turnover for three years will be reckoned as L1. A **list of L6, L7.....will be prepared .**
- c) The rates quoted by L1 bidder in Schedule-5 shall be accepted as the tender rates, and **L1, L1...and so on**, if they are in the range of 15 % of L1 , will be asked to match L1 rates as quoted in Schedule-5 of L1. If they agree they may be considered for empanelment .

The payment towards the service will be made by the Bureau directly to the Contractor on receipt of the documents in good condition. The rates quoted by the bidder shall be exclusive of all taxes.

Bills for services supplied under this contract shall be prepared in duplicate by the contractor immediately after the documents have been supplied tested and accepted by the Bureau. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the contractor/credited directly in Bank account of the contractor. The payment will be subjected to the provisions of 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.

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 contract/Agreement.

10. Termination by the Bureau

10.1 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.

11. Contractor's right to terminate

If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days.

If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

12. Force Majeure Clause:

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 non- performance 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, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting

such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

13. Indemnity

13.1 The contractor shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.

13.2 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.

13.3 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 etc. or such other statutory infringements.

Staff of the agency should be covered under appropriate policy of Life Insurance Corporation (LIC) and accidental insurance schemes by the Agency.

The BIS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

14. Confidentiality

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Bureau.

15. Publicity

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.

16. Disputes & Arbitration

16.1 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.

16.2 If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

17. Mode of serving Notice

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).

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.

18. Governing language

Governing language for the entire contract and communication thereof shall be English only.

19. Law:

The contract shall be governed and interpreted under Indian Laws.

20. Legal Jurisdiction

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 Delhi only.

21. Stamp duty:

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

SCHEDULE 3- Other Technical Requirements/Conditions

1. **Ownership/Copyright :**

Copyright:- The content(drawings, documents, IS, publications, images ,text etc) related to this tender/work is the copyright of Bureau of Indian standards . Standards , priced publications shall not be sold , licensed, transferred ,copied or reproduced in whole or in part in any manner or in or any media to any person outside the scope of contract . For issues relating to copyright , a prior written consent of The Bureau of Indian standards shall be taken .

The contractor shall surrender to BIS all property belonging to BIS upon completion, termination, or cancellation of this Contract/Agreement. All reference to the contractor under this section shall include any of its employees, agents or subcontractors. BIS may withhold any payment due to the contractor till the contractor returns all the hard copy and softcopy of IS[Indian Standard] and PP[priced publication] and also till the contractor removes soft copy of the IS and PP from all storage media of the contractor.

2. GENERAL INSTRUCTIONS

- a) The issue of documents shall be preferably once in a week through electronic transfer. The nodal point for transfer of documents to Contractor and receipt of the converted documents shall be through Publication department.
- b) Work order will be issued for each order and receipt will be based on the work load.
- c) On receipt of the work order the contractor shall give the acknowledgement and submit the converted documents as per the time schedule.
- d) The Publication department, on verification of documents received from the Contractor shall issue the payment advice in accordance with the provisions given in contract.
- e) The monitoring of the pending work shall be done by the Publication department.
- f) The Agency shall properly catalogue, index and submit the converted documents in the CD and obtain an acknowledgement.
- g) Most of the publications are in English and some are in bi-lingual (both Hindi and English) and some are only in Hindi. In all the case documents are to be converted to the respective language in the format specified.
- h) The offer to be cover for each requirement separately. Offer would be evaluated for each requirement and bids may be finalized on the basis of each of these requirement.
- i) Though the amount of approximate work shown is the total approximate estimated work, BIS may decide to engage one or multiple contractors for the same job and the quantity offer and selection of contractor would be at the sole discretion of BIS.
- j) The resources requirement, hardware and software shall be sole responsibility of the contractor.
- k) The colour of track change mode shall be in Red colour.

SCHEDULE 4

(DETAILS OF TENDER DOCUMENT)

Availability of Tender Document

The tender document will be available between 0930 h to 1700 h from 27-12-14 to 23-01-15
At:

Publication Dept, Room No 303,
Bureau of Indian Standards Manak
Bhavan . 9, Bahadurshah Zafar Marg
New Delhi – 110002

Date and Place, Manner of Submission of bids

Bids shall be submitted at the Publication Dept, BIS HQ (address given above) from 27-12-14, in sealed envelopes.

Amount of Earnest Money Deposit

The amount of Earnest Money Deposit is Rs 60,000/-

Amount of Performance Security Deposit

The amount of Performance Security Deposit is Rs 1,50,000 /-

Validity of bids

The validity of bids will be held for 120 days from the date of opening of bids.

Date and Place of opening of bids

The bids shall be opened on 27-01-15 at 1530hrs at the Publication Dept, BIS HQ (address given above)

Authorized officer of the Bureau

The authorized officer of the Bureau for the purposes of this tender is

Director, Publication Dept, BIS HQs

SCHEDULE – 5: Financial Bid
(To be submitted in Financial Bid envelope)

Director (Publication Department)
Bureau of Indian Standards,
9 B.S.Z. Marg,
New Delhi-110002

Sir,

With reference to your tender enquiry dated _____ for providing Composition and Desktop publishing of Indian Standards at BIS, I/We quote the rates as given below:

Table A

Sno	Details	Charges/page in Rs
1.	Final Edited version [In MS office Word 2007 or Higher format, that has been edited proof corrected as per IS 12] in soft copy	
2.	Searchable PDF version that is printable & Non editable version [In adobe 11.0 or Higher] Suitable for uploading on BIS E-Publication portal in soft copy.	
3.	Amendment Incorporated in edited version of manuscript in soft copy and track change mode. Charges to be quoted for pages where changes effected.	
4.	Amendment Incorporated version of manuscript in track change mode. Charges to be quoted for pages where changes effected.	
5.	Total of Item 1 to 4 above (X)	

Table B

Sno	Details	Charges/page in Rs
1	Scanning Charges /page	
2	Conversion of Scanned Document to editable version	
3	Total of Item 1 and 2 above (Y)	

I/We have read the tender document and understood all the terms and conditions for Electronic sale of Indian Standards as indicated in the **Schedule-2** of the tender document.

Signature:_____

Date:

Name:_____

Address:_____

SCHEDULE -6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this day of _____ between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 9-Bahadurshah Zafar Marg, New Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is (Details of business) AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to appoint an agency located in India for Composition and Desktop publishing of Indian Standards therefore, invited bids through Open Tender enquiry dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as successful bidder pursuant to the bidding process and negotiation on contract prices, awarded the Letter of Acceptance (LoA) No. _____ to the Contractor on _____.

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/
Authorized Representative)

Name _____

Designation _____

Address _____

Seal of the Firm/Company Seal of the Bureau

Witness:

(Signature)

Name of Witness _____

Address-----

(Signature of Authorized Officer of the Bureau)

Name _____

Designation _____

Address _____

Witness:

(Signature)

Name of Witness _____

Address _____

SCHEDULE -7: APPENDICES AND FORMS

1	APPENDIX A	ANNEXURES/FORMS/FORMATS
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Appendix-A : Annexes/Formes/Formats

Annexure-1

Letter of Transmittal/ Covering Letter (On firm's letter Director)

Director, Publication Dept
Bureau of Indian Standards,
Manak Bhavan
9, B S Zafar Marg,
New Delhi – 110 002

Sub: Tender for Editing ,Composition and Desktop publishing of Indian Standards of BIS.

Sir,

Having examined the details given in tender document, we hereby submit our application and relevant documents.

1. We hereby certify that all the statements made and information supplied in the enclosed application and accompanying statements are true and correct.
2. We have furnished all information and details necessary for tender and have no further pertinent information to supply.
3. We authorize BIS or their representatives to approach individuals, employers, firms, our Bankers and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the terms & conditions and requirements given in this tender document and accept the same without any condition. We further confirm that the decision of BIS with regard to our selection shall be final and binding on us.
5. The information/ documents/ Experience certificates submitted by us along with this application. For to BIS are genuine and true and nothing has been concealed.
6. We shall have no objection in case BIS verifies them from issuing authorities. We shall also have no objection in providing the original copy of the document(s), in case BIS demands so for verification. The validity of this tender is confirmed 120 days from the date of opening of bids.

7. We hereby confirm that in case, any document, information &/or certificate submitted by us is found to be incorrect/false/fabricated, BIS at its discretion may disqualify / reject my application out.

Place : NAME&DESIGNATION

Date : SEAL OF THE DEPARTMENT

Annexure-2

APPLICATION FORM FOR EDITING, COMPOSITION AND DESKTOP PUBLISHING OF INDIAN STANDARDS OF BIS.

1. General

S.No	Item	
1	Name of the Applicant firm	
1 a)	Address (Head Office) Telephone No.: Office : Mobile : Fax : E-Mail :	

1 b)	<div>Address (Other Offices)</div> <div>Telephone No.:</div> <div>Office :</div> <div>Mobile :</div> <div>Fax :</div> <div>E-Mail :</div>	
1 c)	Authorized Contact person(Name):	

	Designation : Tel : Mob : E-Mail :	
2	Place and Year of establishment	
3	Registration with Tax Authorities: Income-tax PAN No: TAN No: Service tax no: (copies of certificates of registration with relevant authorities to be enclosed)	
4	Names of the Bankers with address & telephone Numbers: I) II)	
5	Availability of organizational infrastructure in terms of qualified and experienced manpower (permanent employees)/office/equipment infrastructure	PI furnish info in Annexure 3
6	Details of experience in work of similar nature in last 3 years (up to 31 Mar 2014)	PI furnish info in Annexure 3

2. Turnover in last 3 financial years ending 31 March 2014

Sr. No.	Year	Turnover (Rs.)	Income-tax paid	Service Tax paid
1	2011-12			
2	2012-13			
3	2013-14			
	Average Annual Turnover of last 3 years			

(Chartered Accountants' certificate and copies of income-tax returns / assessment orders for each year to be enclosed)

3. Details of EMD paid: DD/Pay Order No. Dated.....For Rs.....

Declaration as per Annexure- 5	Attached/ Not Attached
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Place : SIGNATURE

Date : _____ NAME & DESIGNATION _____

SEAL OF ORGANISATION

Enclosures: (Pl see Checklist in Annexure-6)

Annexure-3

Details of Organizational Infrastructure in terms of manpower/office/equipment infrastructure

Item	Details of the equipment/ software	Quantity
Total number of Permanent Employees		
Office Infrastructure		

Annexure-4

Details of work experience in similar works

(Last 3 years up to 31 3 2014)

S.No.	Name of work	Work executed for (name of the client with contact details)	Scope of services	Value in Rs.	Duration of work		If work left incomplete or terminated (give reasons)	Details of litigation, if any
					Date of commencing	Date of completion		

Note: Copies of certificate obtained from the client to be enclosed. Please note without the copies of certificates, your application is liable to be rejected.

Annexure-5

DECLARATION

I / We have read and fully understood the tender document and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bureau of Indian Standards, on the basis of the information given by me / us can be treated as invalid and I / We will be solely responsible for the consequences.

I / We agree that the decision of Bureau of Indian Standards in this contract will be final and binding to me / us.

All the information furnished by me/us hereunder is correct to the best of my knowledge and belief.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I/ We confirm that we or our proprietor/Director/Partner have not been blacklisted or debarred or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt or other agency. Also there are no contractual restrictions or legal disqualifications or other obligations which prohibit the applicant from entering into this tender process.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

Annexure-6

Check List of Documents to be attached

Letter of transmittal as per annexure ☐

Application form as per annexure 2. ☐

Copy of tender document with each page duly signed as token of acceptance of all terms and conditions at requirements of the tender. ☐

Copies of PAN/TAN, Service Tax registration certificates. ☐

Details of organizational infrastructure as. per annexure 3 along with copies of qualification and experience certificates of personnel. ☐

Details of work of similar nature carried out for at least 3 years up to 31 March 2014 as per annexure 4 along with proof of the same in the form of certificate obtained from the client. ☐

Proof of having achieved average financial turnover of Rs 25 Lakhs in the previous 3 financial years ending 31 March 2014 (Chartered Accountants Certificate, copies of income- tax returns / assessment orders for each year to be enclosed). ☐

Pay Order/DD for Rs - ☐

Declaration as in annexure-5 ☐

Financial Bid as per the format in schedule 4 ☐

Additional documents, if any (pl Specify)
