



GLOBAL TENDER DOCUMENT

For Electronic Sale of Indian Standards

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I. INTRODUCTION

Bureau of Indian Standards (**BIS**) is the National Standards body of India, functioning under the aegis of Ministry of Consumer Affairs and Public Distribution, Government of India. BIS has published more than 19000 **Indian Standards (IS)** and **Priced Publications (PP)** which are presently available for sale. Every year, more than 400 new standards and 400 amendments are published. The annual sales value of IS and PP is approximately Rs. 10 Crore.

The intent of this **GLOBAL TENDER DOCUMENT (GTD)** is to provide the Bidders with adequate information to enable them to prepare a response to this GTD.

II. DEFINITIONS:

Bidder: The term “Bidder” used in this document, refers to the company submitting the bid, and if selected, executing the project.

Bid Fee: Bid Fee is the cost of the tender document, which is INR 1000/- , to be paid at the time of submission of the tender document. International bidders shall pay in US Dollar not less than INR 1000/-.

III. ABBREVIATIONS :

INR: Indian Rupee

IS: Indian Standard Specification. The term is also used to refer to free and priced amendments to Indian Standards.

PP: All Priced Publications of BIS, other than IS.

IV. PURPOSE AND OBJECTIVE OF THE TENDER

BIS is presently selling more than 19000 IS and PP. These are sold as hardcopy (Printed Copy), and as a soft-copy through the following channels:

- Hard copy – Sold only by BIS through their sales offices.
- Softcopy -- Sold on CD-ROM, through an outsourced agency.



Through the present tender, BIS intends to:

- Make the IS and PP easily available for sale, to all customers.
- Provide customers with more options for buying with different payment mechanism.
- Facilitate searching of the IS or PP required by the customer.

BIS would like to promote sale of Indian Standards (IS) and Priced Publications (PP) through the Internet and CD-ROM/DVD. The GTD will detail the functional requirements and systems features of the following two distinct models that can be implemented by a Single Bidder or two different Bidders:

- a) e-Sale of IS and PP through Internet using credit and debit cards.
- b) Sale of Indian Standards and Priced Publications on CD-ROM/DVD

The bidders shall submit separate bids, under two bid system, for (a) and (b) above. However the bidder is free to submit bid only for (a) or for (b) or for both. Cost of tender document (Rs 1000/-, non-refundable) and EMD (Rs 50 000/-) shall be submitted along with each of the above bids.

V. SCOPE AND DESCRIPTION OF WORK

The Bidders will submit a technical proposal covering the following:

Project Statement

BIS intends to select a single Bidder or two different Bidders to implement the following two distinct applications:

- a) e-Sale of IS and PP through Internet using credit and debit cards.
- b) Sale of IS and PP on CD-ROM/DVD

Current Situation

BIS is presently selling nearly 19000 IS and PP. These are sold as hardcopies (Printed Copies), and as a softcopy (e.g. PDF format) through the following channels:

- ❖ Hardcopy of IS / PP – Sold by BIS through their sales offices.
- ❖ IS / PP s on CD-ROM by an outsourced agency.



Business Rationale

- To make the IS and PP easily available to all.
- Provide customers with more options for buying IS and PP with different payment mechanism and means.
- Facilitate search and identification of the desired IS and PP.

VI. ELIGIBILITY CRITERIA:

Work of similar nature should have been performed and successfully implemented by the Bidder during the previous three financial years. Evidence for this, like completion certificate issued by the client, shall be enclosed, as per the following:

- i) **For e-sale:** Work of similar nature implementing solutions for online sale over Internet
- ii) **For sale on CD-ROM/DVD:** Work of similar nature implementing sale of Books / Publications / Standards etc on CD-ROM/DVD. The bidder shall have the infrastructure to sell the CD-ROM/DVD within and outside India.

The bidder shall have an office in India for liaison with Indian customers and for providing telephonic customer support.

VII. LANGUAGE FOR SUBMITTING TENDER DOCUMENTS:

The Bid may be submitted in English or in Hindi. All correspondence with BIS shall be in Hindi or in English. Bids submitted in any other language will not be accepted. If any supporting document is in any other language, certified translation of the same shall be attached.



VIII TECHNICAL REQUIREMENTS FOR:

a) eSale of Indian Standards and publications through Internet:

1. BIS will provide soft copy (in PDF format) of all Indian Standards and priced publications to the successful bidder.
2. All IS and PP shall be made available for sale in a secure, copy-protect, non-editable high-quality PDF document.
3. All IS / PP shall be viewable **only through** plug-in software. The plug-in software shall enable Viewing / Printing of IS /PP after verifying the User ID and password. It shall not be possible to view the IS /PP without using the plug-in software.
4. The plug-in shall run in windows and other Operating Systems.
5. Watermark, copyright, legal statement and security shall be enabled in soft copy of the IS /PP (PDF format).
6. The e-Sale portal shall collect the orders and payments for sale through CD-ROM/ DVD and also for e-sale (downloading). Orders placed for IS /PP on CD-ROM/DVD shall be forwarded to the agency implementing agency the same.
7. At present, Syndicate Bank is the payment gateway (as of now only Visa & Master cards are supported) provider to BIS. Payment Gateway integration SDK will be provided to the selected bidder to integrate with e-Sale Portal.
8. Customer shall be charged for Debit /credit card usage charges, the commission charges for internet transactions, cost of the CD-ROM/DVD, postage and packing charges etc. These charges shall be shown separately in the invoice/bill.
9. For purchase of IS/PP on CD-ROM/DVD, the e-Sale portal shall indicate shipment details against each order, so that the customer can keep track of his order.
10. The e-Sale portal shall send email notification about payment transaction, to the customer.
11. The system shall support different type of IS and PP such as Indigenous Indian Standard, Identical Standards, and Equivalent Standards, Special Publications, General Publications etc .
12. The e-Sale portal shall be bilingual (English & Hindi).
13. The e-Sale Portal shall have at least the following features: Personalization, transaction history, Announcements, Shopping cart, Intelligent & Auto-suggest search engine, E-mail Notification , different type of reports.



14. The e-Sale portal shall record the online user behaviour and audit trails. In case of mis-behaviour of user, the system shall collect required data. The portal shall prevent piracy.
15. System shall prevent illegal distribution and unauthorized copying of the downloaded IS / PP.
16. The e-Sale portal shall have user/customer registration module to record complete details like Name, Designation, postal address, email address etc.
17. The e-Sale portal shall define classification of IS and PP based on hierarchy, like technical division (TD), divisional council (DC), product group etc.
18. The e-Sale portal shall define a synopsis/description for each IS / PP to facilitate search and identification of the relevant IS /PP. The user shall have the option of viewing scope and reference of any IS/PP before making payment.
19. System shall have the ability to upload new IS /PP and amendments under the appropriate category.
20. It shall also have the ability to replace the existing IS/PP with its revised version.
21. System shall have the ability to define Search engine keywords / descriptors / IS / PP number / year of publishing. Wherever feasible it shall correlate the corresponding reference number of Standard of National / International bodies.
22. The e-Sale portal shall have the facility of subscription service. Customers opting subscription service shall be notified through e-mail about changes in the IS/PP purchased by him and also about changes in the related IS/PP.
23. System shall have the ability to define Pricing models and pricing for the IS / PP and for subscription service. Price for IS /PP will be fixed by BIS and informed to the Bidder before implementation. The implementing agency can fix the Price for subscription service after obtaining approval from BIS.
24. Amendments to an existing IS / PP, shall be attached to the IS / PP in a chronological order, indicating the status and date of each amendment. The electronic version of the IS /PP shall be exactly same as the hard copy (printed copy) of IS /PP being sold by BIS. It shall be possible for the customer to purchase only the amendment(s).
25. Some of the amendments /publications are free of cost. It shall be possible for a person to download the free amendments / publications without making any payments and without registration.



26. The system shall define Special Publications (SP) which are prepared from a group of related IS.
27. The system shall generate the bill / invoice which shall be bilingual (Hindi and English.) The system shall send automated financial transactions report at a configurable time, on daily basis, to BIS.
28. The system shall have Key performance indicators, Business activity monitors, Business Intelligence reports with Statistical, Summary, Detailed and graphical reports.
29. The system shall define various types of user profiles with privileges according to system modules. Online help and user manual shall be provided.
30. Prior permission of BIS shall be taken for changing / upgrading the hardware / software.
31. The system shall provide quick navigational hyperlinks to international standards bodies / standards bodies of other nations
32. The System shall be reliable, highly available, fool-proof and highly secure. The bidder shall, based on requirement of customer, provide support through telephone, email, on-line help and through written communication.
33. Bidder shall do the following:
 - A. Provide turnkey solution
 - B. Build, maintain and host the system in a secured and reliable environment.
 - C. Maintain the IS /PP, their related amendments and pricing with the system.
 - D. Give details of Hardware, Network Infrastructure, Software, equipments, human resources etc required for the project.
 - E. To include the cost of hardware and software licenses and source-codes.



VIII b) TECHNICAL REQUIREMENTS FOR: Sale of Standards in CD-ROM/DVD:

- 1) BIS will provide soft copy (in PDF format) of all Indian Standards and priced publications to the successful bidder.
- 2) All IS and PP shall be made available for sale in a secure, copy-protect, non-editable high-quality PDF document.
- 3) All IS / PP shall be viewable **only through** plug-in software. The plug-in software shall enable viewing/ printing of IS / PP after verifying User ID and password. It shall not be possible to view the IS / PP without using the plug-in software.
- 4) Customer shall be charged for Debit /credit card usage charges, commission charges for internet transactions, cost of the CD-ROM/DVD, postage and packing charges etc. These charges shall be shown separately in the invoice/bill.
- 5) System shall define Search engine keywords / descriptors / IS / PP number / year of publishing. Wherever feasible, it shall correlate the corresponding reference number of Standard of National / International bodies.
- 6) The system shall create package and it shall be installable in Windows and other Operating Systems. It shall be bi-lingual (Hindi and English). The invoice / bill issued to the customer shall be bilingual (Hindi and English).
- 7) Amendments to an existing IS / PP, shall be attached in a chronological order, indicating the status and date of each amendment. The electronic version of the IS /PP shall be exactly same as the hard copy (printed copy) of IS /PP being sold by BIS. It shall be possible for the customer to purchase only the amendment(s).
- 8) System shall have the facility of subscription service. Customers paying for the subscription services shall be notified through CD-ROM/e-mail about changes in the IS/PP purchased by them and also about changes in the related IS/PP.
- 9) The system shall define varieties of user profile with privileges according to system modules. Online help and user manual shall also be provided.
- 10) The created package shall prevent illegal copying of the documents and shall also prevent illegal copying and distribution of the package.
- 11) Prior permission of BIS shall be taken for changing / upgrading the hardware or software.



- 12) The System shall be reliable, highly available, fool-proof and highly secured. The bidder shall provide customer support through telephone, email, on-line help and through written communication, as required. The bidder shall have an office in India for liaison with Indian customers and for providing telephonic customer support.
- 13) The system shall send automated financial transactions report by a configurable time, on daily basis, to BIS.
- 14) The system shall create CD-ROM/DVD packages with required IS / PP as per the customer's preference. The system shall support different type of IS and PP such as Indigenous Indian Standard, Identical Standards and Equivalent Standards, Special Publications, General Publications etc .
- 15) The system shall record the number of packages created with details of IS /PP included in each package.
- 16) The system shall record audit trail of creator of package.
- 17) The created package shall have help, installation guide and user manual. The user shall have the option of viewing the scope / reference of any IS/PP purchased by him, before taking print.
- 18) Bidder shall ensure the high quality of CD-ROM/DVD. Bidder is solely responsible for the quality of the CD-ROM/DVD. In case of any damage/defect, bidder shall replace the CD-ROM/DVD free of charge.
- 19) The system shall capture customers' details and provide the same to BIS, as per the requirement of BIS.
- 20) System shall define the following licensing schemes:
 - (a) Single-User License
 - (b) Multi-User License
- 21) The bidder shall be responsible for sale of IS / PP s on CD-ROM/DVD with their sales network.



22) The bidder shall open a separate bank account in New Delhi, for depositing all the payments received towards sale through CD-ROM/DVD. The bidder shall collect all Payments from the customer only in the form of Demand Draft, payable at New Delhi to “**Name of Company, A/c No.....**”. The bidder may sell the CD-ROM/DVD through their sales outlets but payments shall be collected only in the form of DD, as mentioned above. **Other modes of payment like Cash /Money order shall not be accepted.** Collection of payment through **Cheque is discouraged** by BIS. However if the Bidder wishes to accept payment through cheque, sale shall be effected only after realization of the cheque. (Cheque also shall be drawn in the “**Name of Company, A/c No.....**”. The bidder shall also collect bank charges towards realization of the cheque, if applicable, from the customer. The Bidder shall send bank statement along with the statement generated from the package, to BIS, at the frequency stipulated by BIS. All payments received for sale through CD-ROM/DVD shall be deposited in the single account exclusively maintained for this purpose.

23) Bidder shall do the following:

- A. Provide turnkey solution.
- B. Build, maintain and host the system in a secure and reliable environment.
- C. Maintain the IS /PP, their related amendments and pricing with the system.
- D. Give details of Hardware, Network Infrastructure, Software, equipments, human resources etc required for the project.
- E. To include the cost of hardware and software licenses and source-codes.



IX) EXPENDITURE ON SUBMITTING THE BID:

It is hereby clarified that all cost incurred in connection with submission of Bids like preparation, mailing, submission, attending pre-bid conference, subsequent processing shall be borne only by the Bidder. BIS will not be responsible / liable for the same regardless of the outcome of the tendering process.

X) AMENDMENT OF GTD / TENDER

BIS reserves its rights to modify/amend the GTD by making suitable changes in the Tender Document at any time prior to the deadline of submission of tender. Such modification/amendment shall be duly intimated to the Bidders and shall be binding upon them.

The Bidder may make amendment, if any, to his bid prior to the last date of submission of tender, along with justification for the same.

XI) Project Plan: The Bidder shall provide a Project plan reflecting the fixed time in days for each of the tasks to be completed. It shall also include number of human resources that would be assigned to each task.

XII) Project Team: The Bidder shall provide the names, the profiles and availability of their employees who will be part of the project team. These profiles shall demonstrate the competency of such employees in undertaking this project. Any change in project team shall be done only after prior intimation to BIS. The Bidder shall provide a suitable replacement, if any of the initially assigned personnel is not available.

XIII) EVALUATION PROCESS

- 1) All responses to the GTD will be evaluated technically. Only the technically qualifying bids will be evaluated financially. The financial bids of those who do not qualify technically will not be opened. Selection of Bidder(s) will be on the basis of technical qualification and cost effectiveness.



2) Technical Bid shall be first evaluated according to the following criteria:

- Past Experience in similar projects and track record
- Qualification and Experience of Project Team
- Proposed Approach and Methodology corresponding to the requirements of the GTD including the following components:

- I. e-Service System Delivery
- II. Required e-Service Infrastructure
- III. Information Security
- IV. Project Planning and management.

3) The discussions identified in this subsection may include presentations by the Bidders to the committee to elaborate upon their qualifications, Bids, cost estimates and / or other pertinent information.



IVX) GLOBAL TENDER DOCUMENT

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GENERAL TERMS AND CONDITIONS

1. PARTS OF BID(Two-Part Bid System)

The Bid shall be prepared and submitted as follows:

- a) Part I – Technical Bid (Envelope No.1) and

Earnest Money Deposit (Envelope No.2).

- b) Part II – Financial Bid (Envelope No.3)

2. EARNEST MONEY DEPOSIT(EMD)

The bidders along with each of their offers, shall deposit with BIS, New Delhi a DD for Rs 51000/- (Rupees Fifty One Thousand Only) or in US Dollars for International Bidders (not less than Rs 51000/-). The Demand Draft shall be drawn on any Nationalized / Scheduled Bank (or reputed Commercial Bank of the Bidder's Country in the case of International Bidder), in favour of Bureau of Indian Standards, payable at New Delhi. Rs 50,000/- is towards EMD for one offer and Rs 1000/- is towards cost of one tender document, which is non-refundable. DD shall be valid for at least 120 days from the date of closing of bid.



- a) Cost of tender document and EMD shall be submitted along with each of the above two bids. Offers not accompanied by the EMD or the Bid Fee will be summarily rejected
- b) The EMD of the unsuccessful bidders shall be refunded to them, after the contract is awarded to the successful bidder.
- c) The EMD shall be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any manner, during the period of validity of his offer.
- d) EMD of the successful bidder may be adjusted against the Security Deposit explained in this GTD, immediately after the issue of acceptance letter.
- e) BIS reserves the right to reject any or all bids in full or in part, without assigning any reason.
- f) No interest shall be payable by BIS on the EMD / Security Deposit.

3. BID FORMAT / PRE-QUALIFYING CRITERIA

All responses shall be categorized into sections (ANNEXURES) according to the requested information. The response shall be concise and specific. Any additional information, which the bidder intends to submit, shall be placed at ANNEXURE 5.

Please provide concise answers directed towards the understanding of how the solution will benefit BIS, with a balanced approach that will incorporate strengths as well as weakness the proposed solution.

- Bidders responding to this GTD shall demonstrate capabilities and experience in providing similar services. Bidders shall indicate compliance with the required features of the system and functional requirements against each item as described in the Technical Bid. Details of work of similar nature should have been performed and successfully implemented by the Bidders during the last three financial years. Evidence in this regard, like completion certificate issued by the client, shall be enclosed.



The written response to the GTD shall be in three sealed Envelopes, as per the following:

Envelope I - Technical Bid (Part-I) – This shall contain the following sections:

- Covering Letter – Annexure 1
- Bidder's Information – Annexure 2
- List of customers with complete address – Annexure 3
- Technical Bid – Annexure 4
- Additional Information – Annexure 5

Envelope II : EMD and Cost of Tender Document

- A covering letter and DD for Rs 51000/-

Envelope III Financial Bid (Part II)

4. SUBMISSION OF BIDS

- A. In order for a proposal to be considered, each Bid shall be submitted before 1500 h IST on Friday, 1 May 2009 to:

**DDGC and Head ITS Department,
Bureau of Indian Standards,
Room No. 105, Manak Bhavan,
9, Bahadur Shah Zafar Marg,
New Delhi 110 002**

- B. Bids shall be submitted in a single sealed envelope containing three separate parts, each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:



- **Envelope No. 1 (Technical Bid)** - This envelope shall contain the Technical Bid. This part shall not contain any reference to cost or price. Inclusion of any cost or price information in the technical Bid will result in the bidder's proposal being disqualified as irresponsible. Please super-scribe "**Technical Bid**" on this envelope.
 - **Envelope No. 2 (EMD)** - This envelope shall contain a forwarding letter of the bidder and a crossed demand draft for Rs 51,000/- (Rupees Fifty One Thousand Only) drawn on any Nationalized / Scheduled Bank, in favour of Bureau of Indian Standards, Payable at New Delhi. International Bidders shall pay in US Dollars, an amount not less than Rs 51000/- . EMD is Rs 50,000/- and Rs 1,000/- is towards cost of the tender document. The EMD shall be valid for a minimum period of 120 days from the bid closing date. This part shall not contain any reference to cost or price. Please **super-scribe "EMD"** on this envelope.
 - **Envelope No. 3 (Financial Bid)** - This envelope shall contain the financial. Please super-scribe "**Financial Bid**" on this envelope.
- C. Late submissions will not be accepted.
- D. Technical queries shall be addressed to DDGC and Head (ITSD) at the address given in (4, A) above before the stipulated date.
- E. Bids by fax/Telex/Telegraph/e-mail shall NOT be considered
- F. Bids, which are submitted without following the Two-Bid Offer System, will summarily be rejected.
- G. BIS shall not be responsible for any postal delay or for delivery of Bids at a wrong place.

5. SCHEDULE OF EVENTS

Event	Date
Request for Proposal Issued	3 Apr 2009
Last Date for Questions/Clarifications	15 Apr 2009
Pre-Bid Conference (at BIS , HQ)	16 Apr 2009, 1400 h IST
Last date for submission of Bids	1 May 2009 1500 h IST
Opening of Technical Bids	1 May 2009 1600 h IST



In case the last date for submission of Bids falls on a closed holiday for BIS (i.e. Central Government Holiday), the next working day following the last date may be treated as the last date for submission of tender document.

6. OPENING OF BIDS

- i) The Technical Bid (Part I) will be opened on the due date at the scheduled time as indicated in the GTD, in the presence of such bidders or their duly authorized representative at the address indicated at (4, A) above.
- ii) The date and time of opening of the Financial Bid (Part II) in case of bidders found eligible shall be intimated separately.

7. VALIDITY OF OFFER

The price quoted shall remain valid for acceptance for a period of 120 days from the last date for submission of Bids.

8. TERMS AND CONDITIONS of Payment

- 1) BIS will enter into a contractual agreement with the successful bidder(s). Draft copy of the agreement is enclosed.
- 2) BIS will make payments in phased manner. Payment shall be released after 60 days of successful completion of each phase as per the following
 - a. Receipt of a correct invoice in BIS, indicating the specific applicable charges
 - b. Completion of all tasks in that phase, to the satisfaction of BIS and as per the terms and conditions of the contract.
- 3) BIS shall not be subjected to any late payment charges.
- 4) The Bidder is eligible to receive payment if the contract is terminated by BIS for any reason other than the Bidder's neglect to perform work properly.
- 5) The bidder shall provide access to BIS and BIS authorized auditors to inspect equipments, hardware, software and all physical records, used in connection with the above project. All equipments and instruments shall be properly maintained. Details of hardware, software used for the project and any inclusion /deletion/ modifications shall be informed to BIS.



- 6) The Bidder shall surrender to BIS all property belonging to BIS upon completion, termination, or cancellation of this Contract. BIS may withhold any final payment due to the Bidder until the Bidder certifies to BIS in writing that the Bidder has returned all hard and soft-copy of work done. Further, that BIS is satisfied that the bidder has returned all drawings and documentation to BIS, and has removed said works from the Bidder's files, including all types of storage media.

9. CONFIDENTIALITY

The Bidder and his employees, agents, and representatives shall hold all items and knowledge in their possession as confidential, including but not limited to drawings, documents, Standards, Publications and personal knowledge of BIS computer network, as well as the use, purpose, and location of BIS facilities. If either party or any of its representatives is required by law to disclose any Confidential Information, the said party shall promptly notify the other party of such requirement prior to making the disclosure. Following such notice, the party required by law to make the disclosure shall have no liability to the other party. In the event of notification, the owner of the Confidential Information shall be responsible for protection of the Confidential Information

10. PERFORMANCE SECURITY DEPOSIT

The agency shall be required to deposit a sum equivalent to 10% of the value of contract as performance security deposit at the time of signing the contract / agreement as performance security deposit in Demand Draft or provide a Bank Guarantee for the said amount from a Nationalized / Scheduled Bank (or reputed Commercial Bank of the Bidder's Country in case of foreign bidders) pledged in favor of Bureau of Indian Standards payable at New Delhi. The Performance Security Deposit shall be retained with BIS during the period of validity of the contract, including the extensions if any, and an additional period of six months. No interest shall be paid on this amount. This amount shall be refunded six months after the expiry of the contract, after deduction of penalty / other dues, if any. The EMD of the successful bidder may be adjusted as part of security deposit after signing of the agreement.



11. LIQUIDATED DAMAGES

Time and date of delivery shall be the essence of the contract. If the contractor fails to deliver the services, within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period, the organization may without prejudice to any other right or remedy, available to it to recover damages for breach of the contract :-

- a) Recover from the Bidder, a sum equivalent to 10% of the monthly value of the order towards liquidity damages. BIS will have the right to en-cash the bank guarantee of the bidder in addition to recovery of aforesaid liquidated damage, if the contractor continues to fail to provide the services within the delivery period.
- b) The output shall meet BIS requirements and is liable to be rejected along with imposition of penalty equivalent to one week's fee in case of poor quality of work.

12. GUARANTEE / WARRANTY

Warranty/guarantee is required for 12 months from date of acceptance of the project. The Software updates, if any, within the warranty period has to be supplied free of cost. No separate payment shall be made for the maintenance of equipment / hardware and software during the warranty period.

13. FORCE MAJEURE

In The terms "Force Majeure" as implied herein shall mean act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of Government. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall, within seventy two hours of the alleged beginning and ending thereof, give full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by Force Majeure conditions lasting for more than two months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.



14. PENALTY AND TERMINATION CLAUSE

A) TERMINATION FOR DEFAULT CLAUSE

BIS shall without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the bidder, terminate the contract in whole or in part, if the bidder fails to perform any of the contractual obligations.

B) TERMINATION FOR INSOLVENCY.

If the bidder becomes bankrupt or insolvent BIS reserves the right to terminate the contract at any stage by serving a written notice to the bidder. This will not affect the rights and remedies which have accrued or which may accrue to BIS.

C) TERMINATION FOR CONVENIENCE.

BIS reserves the right to terminate the contract in whole or in part, for its convenience, by serving a notice to this effect any time during the currency of the contract. If the services provided by the contractor under this contract / agreement are not to the full satisfaction of BIS, the agreement may be terminated by BIS giving one month's notice and the charges shall be payable only up to the period, for which the contractor has rendered satisfactory services. The decision of BIS in this regard shall be final and binding on the contractor.

D) Penalty:

In case of deficiency of service or non compliance of this agreement, BIS shall reserve the right to cancel or rescind or revoke the agreement and impose suitable penalty in proportion to damages. Maximum penalty of 10 % of the contract value can be imposed by BIS per instance and shall be binding on the successful bidder. Non-performance or delay during operation of service shall be construed as deficiency of service quality and can invite the penalty specified.



15. RESOLUTION OF DISPUTES

- (i) In case any disputes arises with regard to the present tender/contract then both the parties i.e. BIS and the Bidder shall make every effort to resolve the same by mutual consultation.
- (ii) If the parties fail to resolve their disputes by such mutual consultation within 14 day of its occurrence, then either of the parties may give written notice to the other parties of its intention to commence arbitration. Such disputes shall be referred to the Sole Arbitration of an Officer from BIS to be appointed by the Director General, BIS. The applicable procedure for such arbitration shall be as per the Arbitration & Conciliation Act 1996 of India. The venue of Arbitration shall be Delhi, India.

The Bidder shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

16. APPLICABLE LAW & JURISDICTION

The Bidder shall be governed by the laws and procedures established by the Government of India concerning these commercial dealings / processing. All disputes in this connection shall be subject to the exclusive jurisdiction of Courts at Delhi.

BIS reserves the right to cancel this tender or modify the requirement without assigning any reasons. BIS will not be under any obligation to give clarifications for doing the aforementioned. BIS reserves the right that the work can be allocated to any of the empanelled Bidders. BIS also reserves the right to modify / relax the scope of the work given in the GTD. BIS, without assigning any further reason, can reject any bid(s), in which any prescribed condition(s) is found incomplete in any respect.



17. GENERAL CONTRACTUAL REQUIREMENTS

1. **Disclaimer:** This document is a global tender document (GTD), and shall not be construed in whole or in part as a direct or indirect order. It shall not be construed as a request or authorization to perform work at the expense of Bureau of Indian Standards (BIS). The information in this GTD is intended to enable the bidder to formulate a Bid in response to the project requirements set forth herein. Although this GTD contains enabling information, bidders shall make their independent assessment regarding the subject matter of this GTD. The bidder is responsible for identifying any further information required to prepare the bid. This GTD shall constitute part of the contract that will be signed between BIS and the selected bidder(s).
2. **Term:** This agreement begins with signing of contract and continues till the completion of the project or till termination of contract.
3. When the Bidder receives a letter of award and Purchase Order, the Bidder shall provide a Project plan within 10 days, showing the fixed time in days for each of the tasks to be completed within each phase.
4. BIS shall not be liable for any loss or damage resulting from personal injury, physical loss, and harassment of employee, caused by the acts or omissions of the Bidder, their agents or employees.
5. The successful Bidder shall establish the setup including server, software etc in India. The Bidder shall make their related staff available to answer any questions that might arise during this project.
6. BIS shall be informed in advance prior to changing the person assigned to the implementation phase.
7. Upon request of BIS, the Bidder shall withdraw any of the Bidder's employees on assignment to BIS who is in the opinion of BIS, unsuitable for servicing BIS needs under this agreement. In all such cases, the Bidder shall assign a replacement employee who is acceptable to BIS, as soon as possible.
8. All the terms and conditions of this contract will apply to all the employees of the Bidder assigned to replace or assist the employees initially assigned to this project.



9. Travel and other expenses: BIS will not reimburse any cost of travel or incidental expenses to the Bidder, under this contract.
10. The Bidder shall immediately, within seven days, notify BIS any changes made by him, which may affect performance under this contract.
11. In case the tender is submitted by any consortium/ association, the liability of individual members of such consortium/association shall be **joint and several** to BIS.

PART I – TECHNICAL BID
(To be super scribed as ENVELOPE I)

The envelope shall be super-scribed as “**ENVELOPE 1**” – “**TECHNICAL BID FOR ELECTRONIC SALE OF INDIAN STANDARDS**”

COVERING LETTER – ANNEXURE 1:

Covering letter, signed by an authorized representative of the Bidder, shall accompany the Bid. The Covering Letter shall include the following information:

- a) The name, title, address, and telephone number, email ID, of the contact person to whom enquiries related to the bids are to be addressed.
- c) A statement that the Bids are valid for 120 days from the date it was submitted to BIS.
- d) The Covering Letter shall also include any information the Bidder wishes to add in order to clarify any area of the Bid.



- e) The Covering Letter shall contain the following in support of their eligibility
- Documents indicating the set up of organization like partnership deed, registration with registrar of companies etc.
 - Details of existing infrastructure and personnel available with the organization.
 - Copy of valid latest IT Return, Balance Sheet, PAN No. (for Indian Bidders), service tax registration (In case of foreign bidders – their registration documents)
 - Details of background and current areas of activity of the organization.
 - Copy of all registration with Govt. Dept, required by legislation.
 - List of work of similar nature with their financial value.
 - List of arbitration cases, if any
- f) Financial bids of bidders who do not provide the above required documents will not be opened. Wherever required, the Bidder shall provide Original documents to BIS for verification.
- g) The technical bid shall contain all bid documents as above. **Each page shall be duly signed by bidders** as a token of their acceptance of the technical and contractual terms and conditions, including bid-form duly filled in, complete details and description, including all data to be supplied by bidder as specified in the GTD.

BIDDER INFORMATION – ANNEXURE 2

The Bid shall include corporate capability statement indicating experience of the Bidder in accomplishing the specified requirements. The Bid shall also include resumes of proposed team members outlining the member's knowledge and experience in performing specified services. Please note that no changes to the successful Bidder's project team proposed shall be allowed without prior intimation to BIS.



(Bidder Information – Annexure -2 - To be filled by the Bidder)

1.	Name of the Company	
2.	Address: <u>Office</u>	<u>Works</u>
3.	Contact Person: Name Designation Phone No. / Mobile No.	
4.	Fax No. Website & E-mail ID	
5.	Year of Establishment / Incorporation of the Company	
6.	Nature of Business	
7.	Details of current Projects	
10.	Manpower : Executives (Nos.) Technical (Nos.) Skilled (Nos.) Un-Skilled (Nos.)	

This is to certify that the information give above is true.]

Signature of Authorized signatory,

Name and Designation shall be
mentioned (Company Seal)

List of Enclosures:

Note: Please use additional sheets wherever space is insufficient.



For for Sale of standards through Online payment using credit/debit cards

SL No.	Criteria	Compliance	Details	Remarks
		(Yes/No)		
1	Does the Bidder have experience in implementing projects involving online payments, in the past three year? Please enclose completion certificate.			
2	Please specify the number of years in the software field?			
3	Has the bidder completed any other eServices project in the past three years? Please enclose completion certificate.			
4	Please specify your annual turn-over for past three years			
5	Does the bidder comply with all general terms and conditions?			

For Sale of standards through CD-ROM/DVD

No.	Criteria	Compliance	Details	Remarks
		(Yes/No)		
1	Does the bidder have past experience in implementing similar projects in the recent years? Please enclose completion certificate.			
2	Please specify the number of years in software field?			
3	Has the bidder completed any other eServices project in the past three years? Please enclose completion certificate.			
4	Please specify your annual turn-over for past three years			
5	Does the bidder comply with all general terms and conditions?			



REFERENCES – ANNEXURE 3

The Bidder shall provide a list of his customers where a similar solution has been implemented during the last three years, in the following format:

Sl. #	Customer Name	Tel:	Contact Person	E-mail ID	Website Address
1					
2					
3					
4					

TECHNICAL BID – ANNEXURE 4

Name of the firm: _____

Address: _____

Ph: _____ Fax: _____ e-mail: _____

1. Forwarding letter of the bidder containing following documents in support of their eligibility

Sl. No	Description	Attached (Yes / No)
1.	Documents indicating set up of organization (partnership deed, certificate of registrar of companies etc)	
2.	Details of background and current areas of activity of the organization including details of services.	
3.	Details of existing infrastructure and personnel available with the organization	
4.	Copy of valid IT Return, Balance Sheet, PAN No. (For Indian Bidders), service tax registration (In case of foreign bidders – their registration documents)	
5.	Details of office(s) in India for liaison with BIS and customers.	
6	Copy of all registrations with Govt. Dept, required by legislation.	
7	List of ongoing works with their financial value	
8.	List of Arbitration cases (if any)	
9.	All the documents as well as bid document have been duly stamped and signed on all pages	



2. Any other information:

Signature of Authorized Signatory with Seal

Date:

(Name and Designation)

ADDITIONAL INFORMATION – ANNEXURE 5

PART II – FINANCIAL BID

(To be super scribed as ENVELOPE III)

The envelope shall be super scribed as **“ENVELOPE III” – “FINANCIAL BID FOR ELECTRONIC SALE OF INDIAN STANDARDS”**

The financial Bid shall include a cost summary and a detailed cost analysis section. The cost summary shall provide a fixed lump sum price for the overall scope of work and deliverables including all fees, taxes including sales tax and service tax. The supporting detailed cost analysis shall provide a break-up of the pricing. The pricing shall show the proposed linkage between deliverables and payments. The GTD will consider the following commercial model for compensating Bidders for implementing and maintaining the above applications:

“ Paid for the invested cost of hardware, software development and implementation plus annual maintenance, hosting & operational charges.”

All data, IS and PP in soft-form, hardware and software (including source-code) will become the property of BIS.

**FINANCIAL BID**

(The bidders are requested to quote for all the entries below)

Name of the firm:

Address:

Ph: _____ Fax: _____ Email: _____

Sale of Indian Standards and Priced Publications through Internet**Fixed Charges:**

Sr. No	Description	Cost in Indian Rupees(INR)
1	Portal Software and related cost.	
2	Cost of Hardware and equipments , intended to be purchased by the Bidder (if applicable)	
	Total	

Annual Charges:

1	Annual Hardware Maintenance charges (if applicable)	
2	Annual Hosting Charges (Web server with NLB and DB clustering)	
3	Annual Software Maintenance and Modification charges after the warranty period.	
4	Annual fee for all other services provided by Bidder (Includes Marketing, Administrative, Operation , after sales service, Coordination expenses etc)	
	Total Annual Charges (INR)	



Sale of Indian Standards and Priced Publications through CD-ROM/DVD

Fixed Charges:

Sr. No	Description	Cost in Indian Rupees (INR)
1	Software and related cost	
2	Cost of Hardware and equipments ,if applicable	
	Total	

Annual Charges:

1	Annual Maintenance charges for Hardware, if any	
2	Annual Software Maintenance and Modification charges after the warranty period.	
3	Annual fee for all other services provided by Bidder (Includes Marketing, Administrative, Operation , after sales service, Coordination expenses etc)	
	Total Annual Charges	(INR)

Note: Rate(s) quoted by the bidder shall be firm and all – inclusive flat rate (not in terms of percentage of the total cost of work) and shall cover all office and documentation expenses, consumables, etc., required for proper execution of the work. Rate(s) shall also cover the cost of handling, carriage, taxes, duties and royalties etc. The service tax as applicable may be shown separately. No escalation in price would be permitted.

No commercial or technical condition(s) or qualification of any sort shall be indicated by the Bidder in this Envelope, otherwise the bid shall be summarily rejected.

Any other relevant information:

Signature of Authorized Signatory with Seal

Date:

(Name and Designation)



COMPLIANCE SHEET

For for e-Sale of Indian Standards and publications through Internet

SI No.	Criteria	Compliance	Remarks	Reference
		(Yes/No)		
1	Will the proposed solution have bilingual (Hindi and English) user interfaces?			Flexibility
2	Will the proposed solution have technical documentation, as distinct from end-user manuals both in English and Hindi?			Documentation
3	Will the proposed solution have Technical support by telephone and provide for a full range of problem resolution facilities, at the levels of application and business processes?			Support
4	Has the bidding organization implemented similar solution in the past three years? Please give details			Expertise
5	Will the bidding organization demonstrate with Beta-Test version of the system component (working model of the functionality being offered).			Transparency
6	Will the proposed solution have the features that specifically cater for disaster recovery, including strategic options, such as duplicate hardware platforms, mirror installations, and database establishment from backups on pre-created file store?			Contingency Plan
7	a) Will the proposed solution support the regular running of data integrity checks against the database (application-wide), including identification of control and reconciliation processes? b) Will the integrity audit provide a report as a standard system feature? c) Will it permit remote administration & fault diagnosis?			Data Integrity
8	Will the proposed solution have the capability to support multiple environments, e.g. production, testing?			Adaptability
9	Will the proposed solution allow for modular implementation?			Adaptability



10	Will the proposed solution have a strategy to ensure that customization can be easily re-applied to any future releases of the systems in the solution?			Adaptability
11	Will the proposed solution have Development templates to enforce standardization of user-written code for linking and extension purposes?			Ease of Use
12	Will the proposed solution have an email notification which notifies users when important and/or unusual business events occur?			Notifications
13	Will the proposed solution support deferred / erroneous transaction processing and will it have event driven messaging facility? If available, briefly describe the capabilities, and limitations.			Accountability
14	Will the proposed solution support user defined search libraries? If available, briefly describe the capabilities, and limitations.			Ease of Use
15	Will the proposed solution have data export /import facilities to/from applications such as spreadsheets, word processors, etc? If available, briefly describe the capabilities, and limitations.			Interoperability
16	Will the proposed solution have the listing of the lifecycle of standards?			Ease of Use
17	Will the proposed solution have the ability to be tailored by Administrator to issue access to users to have appropriate access privileges?			Security
18	Will the proposed solution have the facilities within the system to integrate and provide input about the financial transaction to financial system on regular basis?			Interoperability
19	Will the proposed solution provide help facilities specific to user access privileges?			Security
20	Will the proposed solution provide search facility within help?			Ease of Use
21	Will the proposed solution attach security and access tags to all objects in the system like the menu items, screens, frames, screen fields, buttons, executable modules, reports, and database items such as tables, group of rows and the			Security



	columns in the tables?			
22	a) Will the proposed solution have secure mechanism of financial data exchange? b) Will the proposed solution have any security model?			Security
23	Will the proposed solution provide complete audit trials log with fully consistent real-time sequence of events as they occur?			Audit trials
24	Will the proposed solution have audit features such as input and output, update audit listings, error report generation, etc.			Audit trials
25	Will the proposed solution perform all validations on a transaction at the same time regardless of the number of errors detected?			Error handling
26	Will the proposed solution have reconciliation mechanism with IPG for payment transactions that can be performed within the system?			Accountability
27	Will the proposed solution provide the payment transaction history, reports, payment status, etc.,			Accountability
28	Will the proposed solution have the ability to provide Key Performance Indicators to the management?			Accountability
29	Will the proposed solution provide Business Intelligence reports?			Statistics & Accountability
30	Will the proposed solution have the ability to control illegal copy and piracy of IS and PP?			Integrity
31	Will the proposed solution provide any Watermark, copyright legal statement for the Standards PDF document?			Integrity
32	Will the proposed solution covers any contingency plan/Disaster recovery plan			Contingency Plan
33	Will the proposed solution have human friendly, auto-suggest, intelligent search engine?			Flexibility
34	Will the proposed solution capture all the customer details and update them if any?			Follow-up



35	Will the proposed solution have the features of portal such as Personalization, maintain the transactions history, Announcement, Shopping cart, User Registration, Intelligent & Auto-suggest search engine, Email Notification & subscriptions, List of fast moving/most sold standards			Ease of Use
36	Will the proposed solution provide the complete searchable list of classifications of IS / PP ?			Flexibility
37	Will the proposed solution be implemented using state of art technology? Please specify			Technology
38	Will the proposed solution be implemented using leading RDBMS? Please specify			Technology
39	Will the proposed solution have password policy?			Security
40	Will the proposed solution keep track of an audit trail of password changes?			Security
41	Will the proposed solution provide timeout facility and is it controlled by a predetermined period of inactivity for a user?			Security
42	Will the proposed solution block the user after a parameterized number of unsuccessful sign in attempts?			Security
43	Will the bidder have dedicated project team if contract is awarded?			Capability


Compliance sheet for Sale of Indian Standards and publications on CD-ROM/DVD.

No	Criteria	Compliance (Yes/No)	Remarks	Reference
1	Are there any internal controls in the System for tracking IS and PP that are issued by system management software?			Accountability
2	Is the system management software capable of integrating with BIS Financial system to expose the detailed sales transactions on regular basis?			Interoperability
3	Will the system management software have the ability to monitor the issuance of standards in CD-ROM/DVD?			Security
4	Will the standards CD-ROM/DVD software package contains user manual and help features?			Documentation
5	Will the CD-ROM/DVD software package have any security implementation if the IS /PP PDF viewed outside the software			Integrity
6	Will the system management software have any KPI or Business Intelligence that can integrated with any BIS systems			interoperability
7	Will the system management software produce an audit trail for all types of transactions and user behaviour with relevant information?			accountability
8	Will the system management software support creation of user groups/roles to which users can be assigned?			Security
9	Will the security mechanisms allow for defining access rights at user group level as well as at user level?			Security



10	Will the system management software logs all available report for access violations by users?			Security
11	Will the system management software record cases of excessive or repeated access violations?			Accountability
12	Will all user related information be stored (passwords, profiles) in database tables? Will the passwords be encrypted?			Security
13	Will the CD-ROM/DVD software package prohibit the user from viewing the IS / PP outside the system?			Integrity
14	Will the system accept insecure passwords from the user ?			Security
15	Is an audit trail of password changes maintained (add/delete/modify)?			Security
16	Will the system management software provide a timeout facility and is it controlled by a predetermined period of inactivity for a user?			Security
17	Will the system management software logs the user after a parameterized number of unsuccessful sign on attempts?			Security
18	Will the system reject the user after a parameterized number of unsuccessful sign on attempts?			Security
19	Will the CD-ROM/DVD software package runs in all leading Operating Systems Windows & Non-Windows? Please specify			Interoperability
20	Will the CD-ROM/DVD software package cover Licensing model for Individual users and Corporate users?			Licensing



21	Will the system management software print the invoice to the customer?			Accountability
22	Will the system management software print the invoice in Bilingual Hindi & English?			Accountability
23	Will the CD-ROM/DVD software package have Search engine with keywords as descriptors/IS / PP s numbers/year of publishing?			Flexibility
24	Will the CD-ROM/DVD software package have human friendly, auto-suggest, intelligent search engine?			Flexibility
25	Will the CD-ROM/DVD software package have the ability to control illegal copy & piracy of the IS / PP s?			Integrity
26	Will the bidding organization covers counter sales across all Indian states & Union Territories?			Sales
27	Will the system management software captures all the customer details and updates them if any?			Follow-up
28	Does the bidder have experience in similar projects implementation? If so, please brief with reference			Expertise
29	Will the bidder have a dedicated project team for BIS if contract is awarded?			capability



MILESTONE DELIVERABLES

Sr. No	Deliverables	Deliverable Definitions	***Man-days or Duration Required
1	Project Preparation	Meeting with BIS, Contractor and Consultant. The first phase includes project organization & meetings, project plans, project standards, procedures, business goals and objectives, and change management plan. The project preparation is an important step to define project scope, implementation strategy and establish the baseline and guidelines of the project activities.	
2	Project Plan	Project Planning for the successful implementation	
3	Functional Requirement Document	Business Analysis & information gathering with IT. Major deliverables are expected during this phase that includes Business Analysis Study & Functional Requirement Document. This Study summarizes discussions and decisions taken during meetings with the users to gather requirements. This will serve as the foundation upon which any system changes will take place.	
4	Data Migration	Time required for migration of data, if required.	
5	System Design Document	System Design document is released during this phase	
6	Development Phase	During development phase; Major modules shall be demonstrated by the contractor to BIS & Consultant. After completion of development the following are the deliverable during this phase: ▪ Demonstration of the complete system	
7	Testing & Quality Assurance	Quality Assurance: This is important phase of the project. Contractor ensures quality control of the project in order to deliver flawless	



		system. Testing Plan deliverables: <ul style="list-style-type: none"> ▪ Technical Test Plan ▪ Functional Test Plan ▪ Integration Test Plan ▪ User Acceptance Test Plan 	
9	Documentations	The following are the deliverables during this phase: <ul style="list-style-type: none"> ▪ Complete Software with source code, Database, Deployment Files, Dependency Files ▪ Source Code documentation ▪ Details of Hardware ▪ Data Dictionary ▪ Installation Guide ▪ User Manuals 	
10	Training	Training of BIS Sales team on the complete system.	
11	Installation & Commissioning	This phase is about implementation of the system in the production environment and to undergo User Acceptance test.	
12	Production	The system goes LIVE	
13	Post Production support & Maintenance	Maintenance for Hardware and Software is done during this stage.	
	TOTAL TIME REQUIRED	Some activities can take place in parallel. Hence please quote the total minimum time required for completion of the project.	

***Man-days Required or Duration – To be filled by the bidder



STAMP PAPER OF RS. 100/-

DRAFT OF AGREEMENT

FOR ELECTRONIC SALE OF INDIAN STANDARDS

This Agreement made on this ----- day of----- between M/S -----(Name and address of the Bidder) having its office at -----herein after called THE CONTRACTOR which expression unless excluded by or made repugnant to the context, will be deemed to include their successors / heirs / executors on one part and BUREAU OF INDIAN STANDARDS, 9 Bahadur Shah Zafar Marg, New Delhi 110 002 hereinafter called **BIS**, which expression unless excluded or made repugnant to the context will be deemed to include his successors in office, on the OTHER PART, do hereby declare that :

Whereas in pursuance of Global Tender Notice Ref No. **dated -2009** by BIS regarding Global Tender Document (GTD) for Electronic Sale of Indian Standards, the supplier participated in the GTD and has been approved after observing all formalities.

Whereas, the contractor has furnished a Performance Bond. -----
-Dated ----- for Rs. ----- (Rupees-----)
Only on ----- (Name of Bank) in favour of BIS, New Delhi both parties hereby agree to enter into this Agreement with the following details:

1. BIS hereby appoints the Contractor for (a) e-Sale of Indian Standards and publications through Internet using credit and debit cards or (b) Sale of Indian Standards and publications on CD-ROM/DVD in terms of BIS Global Tender No. _____ dated _____ invited by the BIS and on the basis of the sealed tender submitted by the contractor thereof. The Period of contract is from _____ to _____



2. That the contractor shall provide a workable solution to the points (a) or (b) or both, as mentioned in clause 1, as per his quoted rate. Contractor shall do the following:
 - a) Provide turnkey solution
 - b) Build, maintain and host the system in a secured and reliable environment.
 - c) Maintain the IS /PP, their related amendments and pricing with the system.
3. That the rate quoted by the contractor against the points at 1 (a) or 1 (b) or both are inclusive of all taxes and all other related expenses to BIS.
4. That the contractor shall provide the solution **within 90 (Ninety)** days from the placement of the order and the work shall not be stopped even if there is some delay in payment of bills by the BIS.
5. That the contractor, after providing the solution shall submit his bill as per quoted rates with supporting documents from the concerned officials and authorized representative of BIS and a certificate that the solution provided conform to the requirements of the tender. The bills of the contractor shall usually be paid within 30 days from the date of receipt of bill or after 60 days of completion of the work, whichever is later.
6. That , BIS may terminate the contract, if BIS is of the opinion and satisfied that the solution provided is of inferior quality or contain bugs or if there is frequent breakdown or interruption in the solution provided.
7. That the Performance bond of Rs. _____ submitted by the Bidder for the order shall remain with BIS till the contractor successfully and to the satisfaction of BIS carries out and completes the solution.
8. That BIS shall have the right to terminate the contract on failure and / or negligence on the part of the contractor to carry out or execute the contract for electronic sale of Indian Standards at any stage and shall be at liberty to forfeit the performance bond and to get the solution, full or part, as the case may be through some other company at the cost and risk of the contractor.



9. In case of violation of any clause in this Agreement by the contractor, BIS may resort to any or all of following measures:
- a) Cancellation of the order,
 - b) Termination of Agreement,
 - c) Forfeiture of Performance Bond,
 - d) Black listing of the contractor,
10. That this contract agreement will be valid or remain in force for a period of **five years** unless it is terminated by BIS as stated herein above. If the contract is not renewed before the end of five years, the contract expires at the end of the five year period.
11. Warranty / guarantee is required for 12 months from date of acceptance of the project. The Software updates, if any, within the warranty period has to be supplied free of cost. No separate payment shall be made for the maintenance of equipment / hardware and software during the warranty period.
12. Time and date of delivery shall be the essence of the contract. If the contractor fails to deliver the services, within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods BIS may without prejudice to any other right or remedy, available to it, recover damages for breach of the contract :-
- Recover from the Contractor a sum equivalent to 10% of the value of the contract as liquidity damage. BIS will be free to en-cash bank guarantee of the bidder in addition to recovery of aforesaid liquidated damage if the contractor continues to fail to provide the services within the delivery period.
 - The output shall meet BIS requirements and is liable to be rejected along with imposition of penalty equivalent to one week's fee in case of poor quality of work.
 - The contractor shall give access to BIS or BIS authorized auditors to audit their accounts records / statements / software etc in connection with the above.



13. The contractor shall not make any new customer after the receipt of termination notice from BIS.
14. Soft copies of all IS and PP, in the format required by BIS, shall be provided by the contractor to BIS, free of cost, whenever required.
15. That any matter not specifically provided herein shall be decided by a committee constituted by BIS. Decision of the committee shall be binding on the contractor.
16. That in case of non settlement of disputes even after 14 days of mutual consultation between the parties to the contract, then either of the parties may give written notice to the other parties of its intention to commence arbitration. Such disputes shall be referred to the Sole Arbitration of an Officer of BIS to be appointed by the Director General, B.I.S. The applicable procedure for such arbitration shall be as per the Arbitration & Conciliation Act 1996 of India. The venue of Arbitration shall be Delhi India.

In witness thereof, the parties hereto have set their respective hands on the date, month and year first mentioned above.

For and on behalf of the Contractor.

For and on behalf of BIS

(Signed and delivered in presence of witness):

1.

2.