

निविदा दस्तावेज TENDER DOCUMENT

भारतीय मानकों का इलैक्ट्रानिक विक्रय
हेतु निविदा दस्तावेज इत्यादि तैयार करने एवं
अन्य संबंधित कार्य हेतु परामर्शदाता की नियुक्ति

**APPOINTMENT OF CONSULTANT
FOR PREPARATION OF TENDER DOCUMENTS etc. FOR
e-SALE OF INDIAN STANDARDS
AND CARRYING OUT OTHER RELATED WORK**



सूचना प्रौद्योगिकी सेवाएँ विभाग
INFORMATION TECHNOLOGY SERVICES DEPARTMENT
भारतीय मानक ब्यूरो

BUREAU OF INDIAN STANDARDS

मानक भवन, 9 बहादुर शाह ज़फर मार्ग, नई दिल्ली 110 002
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(मई 2008)



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संदर्भ/Ref. No. ITS/24:1

दिनांक/Date: 23- 05-2008

भारतीय मानकों का इलैक्ट्रानिक विक्रय करने हेतु निविदा दस्तावेज इत्यादि तैयार करने एवं अन्य संबंधित कार्य करने हेतु परामर्शदाता की नियुक्ति हेतु निविदा दस्तावेज

TENDER DOCUMENT FOR APPOINTMENT OF CONSULTANT FOR PREPARATION OF TENDER DOCUMENTS etc. FOR e- SALE OF INDIAN STANDARDS AND CARRYING OUT OTHER RELATED WORK

1. Sealed tenders under the two bid system are invited for the above work , from eligible consultants by the Bureau of Indian Standards upto 1700 h on **12 June 2008**. The tenders are to be submitted in two separate envelopes each sealed and clearly identified by envelop number and contents as indicated below. Both the envelopes shall be contained in a large envelope superscribed “**TENDER DOCUMENT FOR APPOINTMENT OF CONSULTANT FOR PREPARATION OF TENDER DOCUMENTS etc. FOR e-SALE OF INDIAN STANDARDS AND CARRYING OUT OTHER RELATED WORK**”.
2. The bidders can also download the Tender Documents from the BIS Website i.e. www.bis.org.in The tenders must be clearly written or typed without any cancellations /corrections or overwriting.
3. **Envelope No. 1 (Technical Bid) – Volume - 1**
- 3.1 Envelope No. 1 shall contain all tender documents except Volume-2 (Financial Bid). Each page shall be duly signed by bidders as a token of their acceptance of the technical and contractual terms and conditions, including tender form duly filled in, complete details and description, including all data to be supplied by tenderer as specified in the tender document. The Envelope No. 1 shall also contain Earnest

Money Deposit in the form of crossed demand draft for Rs. 20000/- (*Rupees twenty thousand only*) in favour of *Bureau of Indian Standards, New Delhi* and forwarding letter. In the event of the tender being accepted, the earnest money shall form a part of the retention money and shall be adjusted while settling the final bill. The forwarding letter shall contain the following Annexures in support of their eligibility:

Annex 1 - Documents indicating the set up of organization, partnership, proprietorship, private Ltd., public Ltd., Memorandum of article etc.

Annex 2 - Details of works of similar nature carried out in Central Government/State Government bodies/Government departments/Public Sector Undertakings/other reputed Private Sector Organizations, in last 2 years, ending Dec 2007.

Completion certificates for the above shall clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to ascertain conformity to defined similar works. The completion certificate should be attested by the issuing authority with stamp.

Works of Similar nature means - **consultancy work related to ‘interactive web-based applications’ including financial transactions.**

Annex 3 - Details of Infrastructure and technical personnel available with the organization.

Annex 4 - Attested Copy of valid PAN Number - Letter/Card issued by Income Tax Department

Annex 5 - Attested Copy of registration of Sales Tax or Service Tax .

Annex 6 - List of ongoing works with their financial value.

Annex 7 - List of arbitration cases (if any).

4. This envelope shall be superscribed **“ENVELOPE-1” “TENDER DOCUMENT FOR APPOINTMENT OF CONSULTANT FOR PREPARATION OF TENDER DOCUMENTS etc. FOR e-SALE OF INDIAN STANDARDS AND CARRYING OUT OTHER RELATED WORK”**.

Financial bids of Tenderers 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 at the time of opening the technical bids or at any stage thereafter.

5. **ENVELOPE No. 2 (Financial Bid)**

5.1 Envelope No. 2 shall contain Volume-2 of the Tender document having only Financial Bid i.e. rates duly filled in and signed by the tenderer. No commercial or technical condition(s) or qualification of any sort shall be indicated by the tenderer in this Envelope, otherwise the tender shall be summarily rejected. This envelope shall be superscribed **“ENVELOPE-2” “FINANCIAL BID FOR APPOINTMENT OF CONSULTANT FOR PREPARATION OF TENDER DOCUMENTS etc. FOR e-SALE OF INDIAN STANDARDS AND CARRYING OUT OTHER RELATED WORK”**.

6. The bidders are required to **quote the cost – activity wise** for the activities mentioned below :

- a) To assess the hardware and software requirements for the project
- b) Preparation of PERT Chart and assess the time required for completion of work at various stages.
- c) Preparation of Tender Documents, Expression of Interest documents, evaluation of Bids (Technical and Financial) and to assist in identification of a suitable agency.
- d) Monitoring the progress and implementation of the work awarded to the agency at various stages.

N.B. The Financial Bid would be decided on the basis of total cost (though being asked separately, activity wise) quoted for the consultancy work.

7. Rate(s) quoted 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, Cost of handling, carriage, taxes etc. The service tax as applicable may be shown separately. No escalation in price would be permitted.

8. Sealed tenders as above will be received by the Head (IT Services), Director (IT Services), Bureau of Indian Standards, Manak Bhavan, Room No. 105, . 9 Bahadur Shah Zafar Marg, New Delhi upto 1700hrs. on **12 June 2008 (Thursday)**.

9. Envelope No.1 will be opened on the **next day i.e.13 June 2008 (Friday)** in the presence of such tenderers or their duly authorized representatives as may like to be present at 1100 h. at the address indicated at **8** above.

10. The date and time of opening of Envelope No. 2 (Financial Bid) in case of tenderers found eligible shall be intimated separately.

11. The tenders shall be valid for a period of 6 months from the date of opening of the tender.

12. **The Bureau of Indian Standards reserves the right without assigning any reasons therefore to:**

- a) **Accept or reject any or all tenders in whole or in part;**
- b) **Increase or decrease the scope/quantities of any item of the work and the successful tenderer shall perform the same at the rates quoted.**

13. Time of completion of work will be as mentioned in the Annexure and shall commence from the date of award of consultancy work (see Annex A of the Tender). The schedule of payment is given at Annex B.
14. The important details of the work are provided in the Appendix. All bidders are requested to read the same carefully. Any further clarifications may be obtained from the undersigned.
15. BIS shall recover TDS and any other taxes, as applicable from time to time, from the bills submitted by the consultant. Any change in the rate of TDS shall be to the consultant's account.
16. Successful bidder will be required to execute an agreement with BIS and stamped on all pages.
17. Tenderers have to submit all the documents duly signed by them and duly stamped on all pages.
18. Fax/E-mail/Telegraphic/Telex tenders shall not be considered.
19. The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
20.
 - a) Tenders not accompanied with Demand Draft towards "Earnest Money Deposit" will summarily be rejected.
 - b) Tenders, which are submitted without following the Two-Bid Offer System, will summarily be rejected.
 - c) Unsigned Tenders will also be rejected & Conditional Offers will not be considered.
21. BIS will not be responsible :
 - a) For late submission of quotations due to postal/Courier delays etc.
 - b) For submission/delivery of quotations at places other than the **Office of Head (ITSD), Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg., New Delhi 110 002.**
22. “ **Arbitration-** In case of any dispute with respect to business or interpretation of any clause , the same shall be referred to sole Arbitrator appointed by DG-BIS, whose decisions shall be final and binding upon both the parties.”
23. All questions, disputes or differences arising under, out of or in connection with this Bid document shall be subject to the exclusive jurisdiction of Delhi Court.

**Head(Information Technology Services Department),
BIS, New Delhi**

<p style="text-align: center;">निविदा-दाताओं के लिए शर्तें Terms and Conditions for tenderers</p>

I. उद्देश्य एवं आवश्यकताएँ

Objectives and Requirements :

- i) BIS, the National Standards Body of India is at present selling the Indian Standards and Publications in the form of hard copies and also on CD-ROMs. In order to cater to the needs of all kinds of users/subscribers of these Standards and Publications and also to ensure faster access & wider reach, efforts are being made to create a system for sale of standards & publications that will include :
 - a) Leasing of Indian Standards on CD-ROMs/DVDs
 - b) Sale of standards on internet by way of :
 - 1) direct downloading of Standards,
 - 2) sale of CDs/DVDs &
 - 3) sale of hard copies through internet
- ii) In order to assess the quantum of work involved and consequently identify an agency which can provide a cost-effective and state of art solutions, a consultant firm is proposed to be engaged by BIS. The scope of work and Schedule of services to be rendered by the Consultant is given below at item II.
- iii) The schedule of services to be rendered by the consultant along with time norms & responsibility is mentioned in Annex A. Subsequently, the consultant shall plan out a time schedule in consultation with BIS so that the work is executed by the successful agency effectively and efficiently. The consultant shall also monitor the progress of the work awarded, at various stages and update the status to BIS regularly as per the mutually agreed time frame.

II. कार्यक्षेत्र और परामर्शदाता द्वारा प्रदान की जाने वाले सेवाओं की सूची

Scope of work and Schedule of services to be rendered by the consultant

- 1. Assess the quantum of the work involved with its various elements and requirements for implementation of a cost-effective and State-of-the-Art solution by suggesting alternate models and techniques for sale of standards that will include :
 - a) Leasing of Indian Standards on CD-ROMs/DVDs
 - b) Sale of standards on internet by way of :
 - 1) direct downloading of Standards,
 - 2) sale of CDs/DVDs &
 - 3) sale of hard copies through internet

2. Prepare specifications and provide concrete suggestions regarding the requirements of hardware, software, service providers, software maintenance etc., supported with schedule of work for the above work along with necessary documents and drawings (if any).
3. Prepare PERT chart and assess the time required for completion of work..
4. Preparation of Tender Documents, Expression of Interest document including technical bid, financial bid and terms and conditions in accordance with GFR 2005, Rules and Regulations and established procedures of BIS for call of offers. It may be mentioned here that a single advertisement is to be issued for inviting bids (under two bid system) for both the activities :
 - a) Leasing of Indian Standards on CD-ROMs/DVDs
 - b) Sale of standards on internet by way of:
 - 1) direct downloading of Standards,
 - 2) sale of CDs/DVDs &
 - 3) sale of hard copies through internet
5. Assist BIS in evaluation of eligible bids/offers to arrive at a final decision for award of work to suitable agency,
6. Verification of the system established and putting it in operation, as envisaged in the Tender Document.
7. Advising BIS on technical, commercial and legal matters relating to above project of sale of standards on internet by way of -downloading of Standards, Sale of CDs/DVDs& Sale of Hard Copies through internet..

IV. योग्यता

Qualifications: The Consultant shall have the following qualifications

1. Must have carried out similar consultancy work relating to e-commerce solutions in Central/State Government bodies/ Government departments/Public Sector Undertakings/other reputed Private Sector Organizations, in last 2 years ending Dec 2007.

N.B. 'Works of Similar nature means' - **consultancy work related to 'interactive web-based applications' including financial transactions.**

2. Only firms having experience in the discipline as mentioned above need apply. **Individuals need not apply.**

3. Once selected as consultant, the firm **shall not be eligible** to participate in the tender for :

- a) Leasing of Indian Standards on CD-ROMs/DVDs
- b) Sale of standards on internet by way of :
 - 1) direct downloading of Standards,
 - 2) sale of CDs/DVDs &
 - 3) sale of hard copies through intranet

V. कार्यकारिता में देरी और जुर्माना :

DELAY in Performance & Penalty :

1. Delivery and performance of the services shall be made by the Consultant in accordance with the time schedule specified in Annex –A. No extensions in the time schedule would be given and the Consultant shall have to strictly adhere to the time norms. If the delay is beyond acceptance of BIS, then the EMD, shall be forfeited and the order shall stand cancelled.
2. An unexcused delay by the consultant in the performance of services / obligations, shall render the firm (i.e the consultant firm) liable to any or all of the following penalties:
 - a) Forfeiture of earnest money if delay is beyond the acceptable time norms.
 - b) Imposition of liquidated damage and termination of the contract for default.

Further in case of any default by the consultant, BIS may also suspend business dealings with the consultant apart from claiming reasonable compensation / damages including forfeiture of EMD/ fees payable and black listing of the firm.

VI. अन्य शर्तें

Other Conditions

1. The **consultant** shall exhibit the highest level of integrity, transparency, dedication and pride in the work awarded.
2. The **consultant** shall follow the ethics of business to the fullest extent and take steps to induce confidence and trust in **BIS**; shall not attempt any unethical endeavours bringing disrepute to any party.
3. **BIS** reserves the right to cancel the work at any stage, after making suitable payment for the work done in terms of the Agreement, if **BIS** feels that the quality of the services/work delivered by the consultant is not up to the satisfactory level. In such an event, the **consultant** shall hand over all the source codes, databases and other designs/work completed to **BIS**. The EMD and retention money shall stand forfeited.
4. An amount of 10 percent from the bills of the **consultant** would be retained as retention money and the same shall be released on satisfactory completion of the assignment.
5. The **consultant** shall be fully responsible to safeguard **BIS** from any legal or commercial implications/obligations that may arise out of project execution causing harm/loss to the customers/**BIS**

जिल्द 1/Volume 1
तकनीकी निविदा
TECHNICAL BID

क्रम सं Sl. No	विवरण Description	संलग्न Attached
1.	Documents indicating the set up of organization, partnership, proprietorship, private Ltd., public Ltd., etc.	Y/N
2.	Details of works of similar nature carried out in Central/State Government bodies/ Government departments, Public Sector Undertakings/other reputed Private Sector Organizations, in last 2 years ending Dec 2007. Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to ascertain conformity to defined similar works. The completion certificate should be attested by the issuing authority with stamp	Y/N
3.	Details of Infrastructure and technical personnel available with the tenderer organization	Y/N
4.	Attested Copy of valid PAN Number Letter/Card issued by Income Tax Department	Y/N
5.	Attested Copy of registration of Sales Tax or Service Tax Department	Y/N
6.	List of ongoing works with their financial value	Y/N
7.	List of arbitration cases (if any).	Y/N
8.	All the documents as well as tender document have been duly stamped and signed on all pages	Y/N

प्राधिकृत हस्ताक्षरी के मुहर सहित हस्ताक्षर
Signature of Authorized Signatory
with seal

दिनांक/Date:

जिल्द 2/Volume 2
वित्तिय निविदा
FINANCIAL BID

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

फर्म का नाम/Name of the firm: _____

पता/Address: _____

फोन/Ph: _____ **फैक्स/Fax:** _____ **ई-मेल/email:** _____

I. वित्तिय प्रस्ताव/Financial offer

Sl. No.	Description	Quote (in Rs.)
1.	Quote your price here, Activity wise : a) To assess the hardware and software requirements for the project b) Preparation of PERT Chart and assess the time required for completion of work at various stages. c) Preparation of Tender Documents, Expression of Interest documents, assist in evaluation of Bids (Technical and Financial) and assist in identification of a suitable agency. d) Monitoring the progress and implementation of the work awarded to the agency at various stages.	
2.	Any other (specify)	

Note: Rate(s) quoted 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 should be shown separately. No escalation in price would be permitted

प्राधिकृत हस्ताक्षरी के मुहर सहित हस्ताक्षर
Signature of Authorized Signatory
with seal

Date :

अनुलग्नक ए

ANNEX A

क्रम सं. Sl. No.	गतिविधि Activity	विवरण Description	समय सीमा Time limits
1.	Assessment	To assess the expenditure and work involved, requirements for implementation of a new cost-effective and profitable solution(s) by suggesting alternate models and techniques	3 days
2.	Designing	To prepare and submit specification supported with schedule of work for the above work along with necessary documents and drawings (if any), PERT chart and assess the time required to completion of work	5 days
3.	Tendering	To prepare and submit the tender documents , draft agreement between Owner and contractor, and tender notice for call of offers	3 days
4.	Evaluation	To assist in Evaluation of the eligible tenders and recommend for opening of Volume 2 of tender (Financial Bid)	1 week
5.	Tendering	To assist in Finalizing award of work to suitable agency	1 week
6.	Monitoring	To monitor the progress and implementation of the work awarded to the identified agency, at various stages	Till completion

अनुलग्नक बी**ANNEX B**

भुगतान सारणी SCHEDULE OF PAYMENT (कुल परामर्श फीस के प्रतिशत के रूप में राशी/figures as percentage of total consultancy fee)		
क्रम सं. Sl. No.	विवरण Description	भुगतान की प्रदान Payment release
1.	To assess the hardware and software requirements for the project and assess the time required for completion of work at various stages.	20% (of fee)
2.	Preparation of tender documents, EOI document, assist in evaluation of Bids and assist in identification of a suitable agency for execution of work.	20% (of fee)
3.	Monitoring the progress and implementation of the work awarded to the agency : a) After completion of first Half portion of the work awarded b) After completion of second half portion of the work awarded	20% (of fee) - do -
4..	On completion of work, testing and hosting on the website.	20% (of fee)

नोट/Note: 10% retention money will be deducted from all payments and will be released after defect liability period of 12 months.