

BUREAU OF INDIAN STANDARDS

Jammu & Kashmir Branch office, Lane No.4, SIDCO Industrial complex,
Bari Brahmana, Jammu (J&K) -181133

TENDER NOTICE

Bureau of Indian Standards invites sealed bids, under two bid system (Technical bid and Financial bid) for hiring of courier services from eligible bidders.

2. The blank Tender document is available from ~~01.09.2020~~ TO ~~21.09.2020~~ during the office hours.
3. The bid can be submitted in the manner indicated in the tender document on or before ~~21.09.2020~~ at 1300 hrs. The Bureau reserves the right to reject any or all the bids without assigning any reason.

()

Authorized Signatory

156

2

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

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 providing courier services specified in the **Schedule-3**.

2. Issue of Tender Document:

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

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

2.3 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.

3. Language of Bid/Contract: The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. Validity of Bids:

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

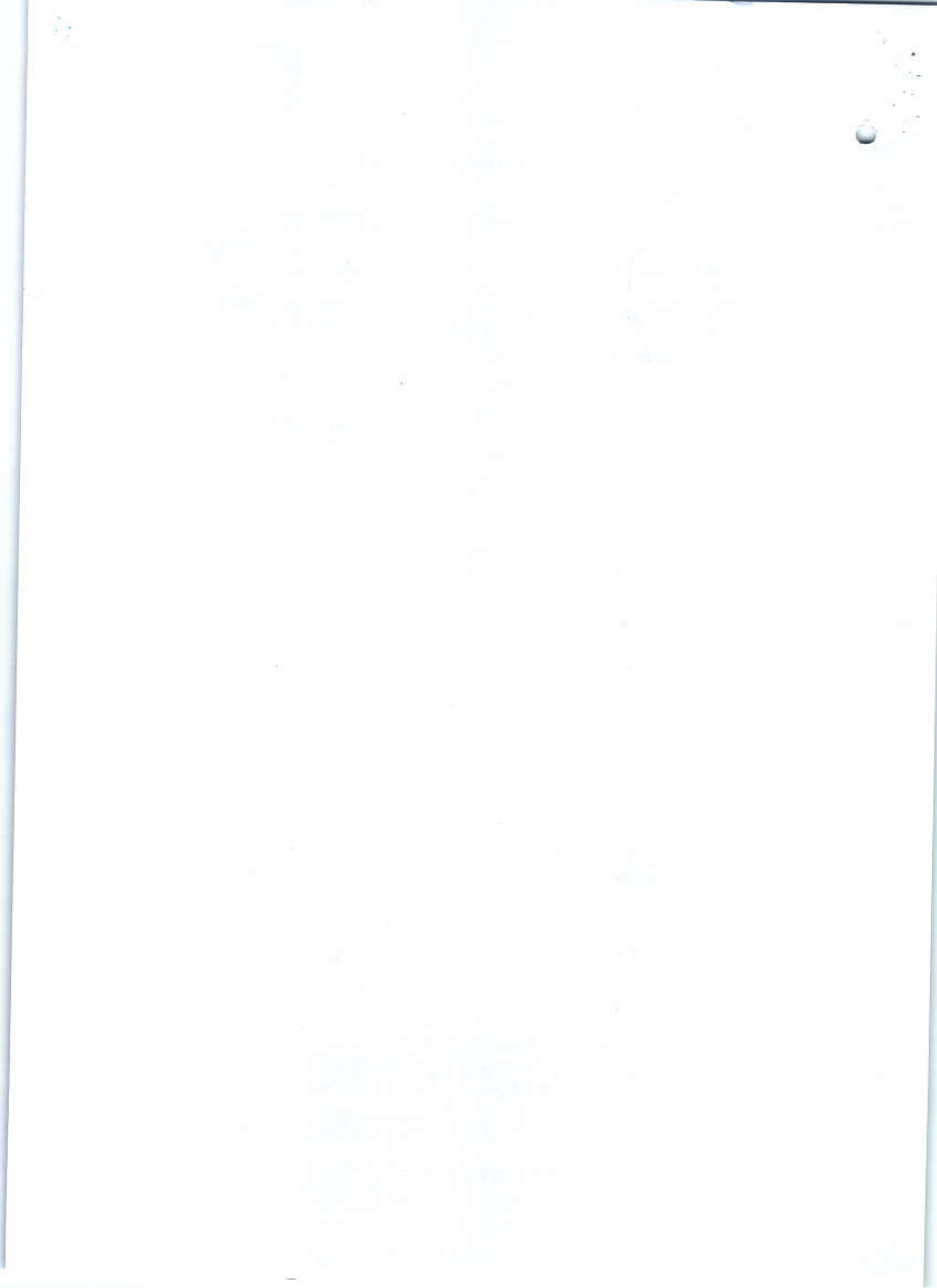
5. Earnest Money/ Bid Security:

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 favour of Bureau of Indian Standards, or a Bank Guarantee as per format indicated in **Annexure-1**.

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 supply of goods 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.



3 (57)

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. Eligible Bidders

6.1 Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Schedule-4**, are eligible to submit their Bids for providing Courier Services.

7. Rates how to be quoted

7.1 *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.*

7.2 The Financial Bid shall be inclusive of all taxes including Local taxes, etc. to be paid by the Bidder for the Goods to be supplied at specified places and claim for extra payment on any such account shall not be entertained.

8. Manner of Submission of Bid

8.1 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.

8.2 E-mail or fax offers will be rejected.

9. Last Date for Submission

9.1 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.

9.2 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.

10. Modification and Withdrawal of Offer

10.1 *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.*

11. Contents of Bid Document

156

11.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing the name of Providing Courier Services as mentioned in the **Schedule-4**.

11.2 The envelopes shall contain the following:

Envelope No.1 (Technical Bid): This should contain all technical details alongwith commercial terms and conditions such as:

- (a) List of all the documents as per the eligibility conditions
- (b) The EMD as indicated in clause 6.1 above or valid certificate of exemption issued by the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department;
- (c) Copies of Income Tax Returns and Service Tax Returns filed with the concerned Authorities;
- (d) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2**);
- (e) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;
- (f) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;
- (g) A statement showing the type type and magnitude of Service done in the last three (3) years (**Annexure-3**);
- (h) A declaration regarding black-listing and/ or litigations (**Annexure-4**)

Envelope No.2 (Financial Bid): This envelope shall contain item-wise price for the services to be procured at specified places as per **Schedule-5**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.

Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the name of goods to be supplied as mentioned in **Schedule-4** and the name and address of the Bidder at the bottom left.

12. Other Important Points to be noted by the Bidder

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

- 5 155
- 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.

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.

6 154

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 favour of 'Bureau of Indian Standards' payable at 'Jammu' or a Bank Guarantee as per format indicated in Annexure-1.

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 15 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.

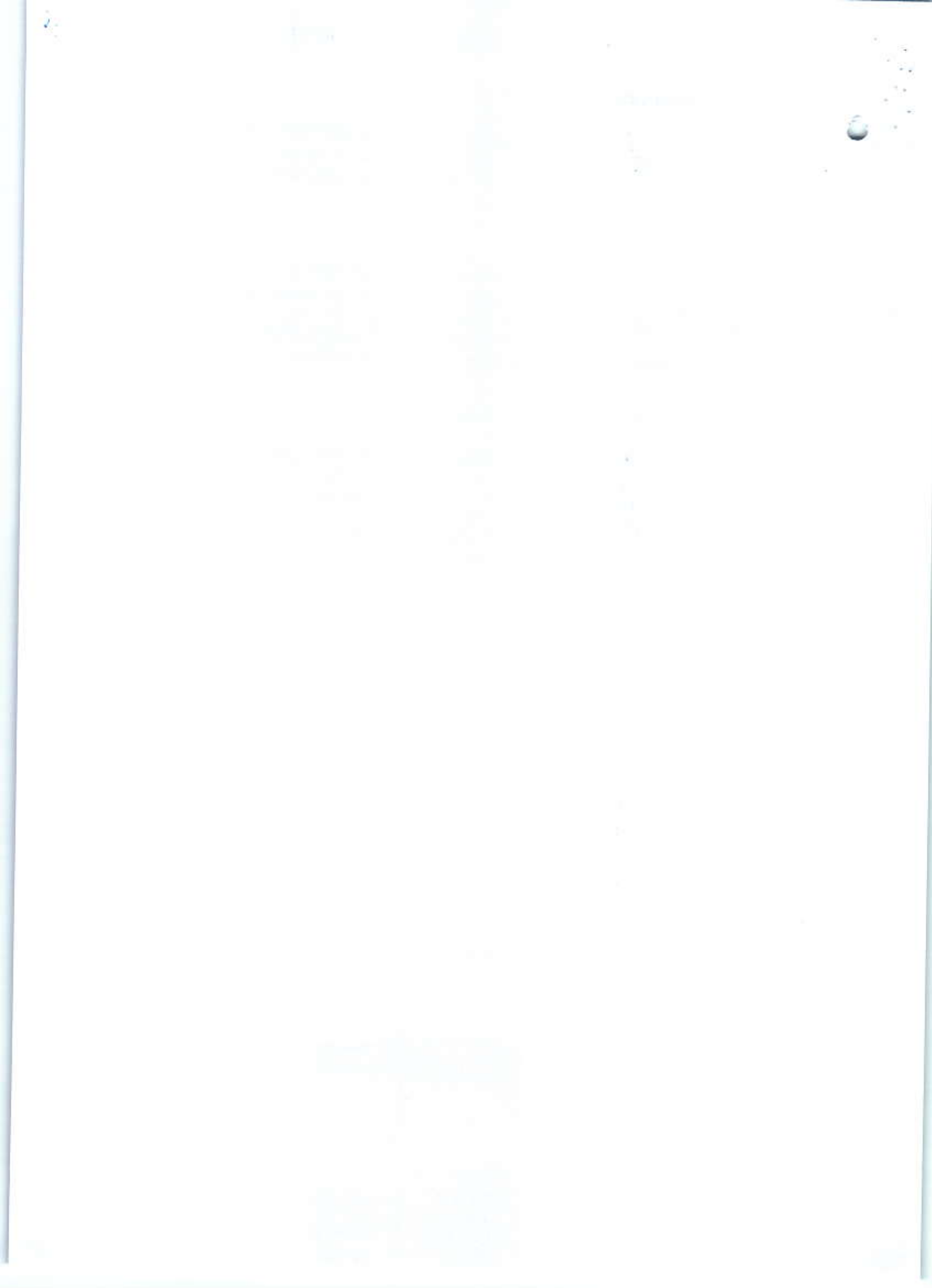
21. Rights of the Bureau

21.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the courier service in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved. The Contractor will provide services at the places specified by the Authorized Demanding Officer in Schedule-3.

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.



1 DEFINITIONS:

- 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.
- ii) **'Goods'** shall mean the items to be supplied for the Bureau by the Contractor as stated in the Contract that are prescribed in the Tender document.
- 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.
- iv) **'Contract Amount'** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- 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) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Goods.
- xi) **'Bid'** means the Contractor's priced offer to the Bureau for the supply of the Goods at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.

- 8 152 127
- 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.
 - xv) 'Time for Completion' means the time for completing the service obligation as stated in the Contract calculated from the Commencement Date.
 - xvi) 'Annexure' referred to in these conditions shall means 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 of 10% of the value of the contract has been deposited by the contractor in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'Jammu' or a Bank Guarantee as per format indicated in Annexure-1.

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier 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. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

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

9 151 126
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 within 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
- 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 Rate Contract

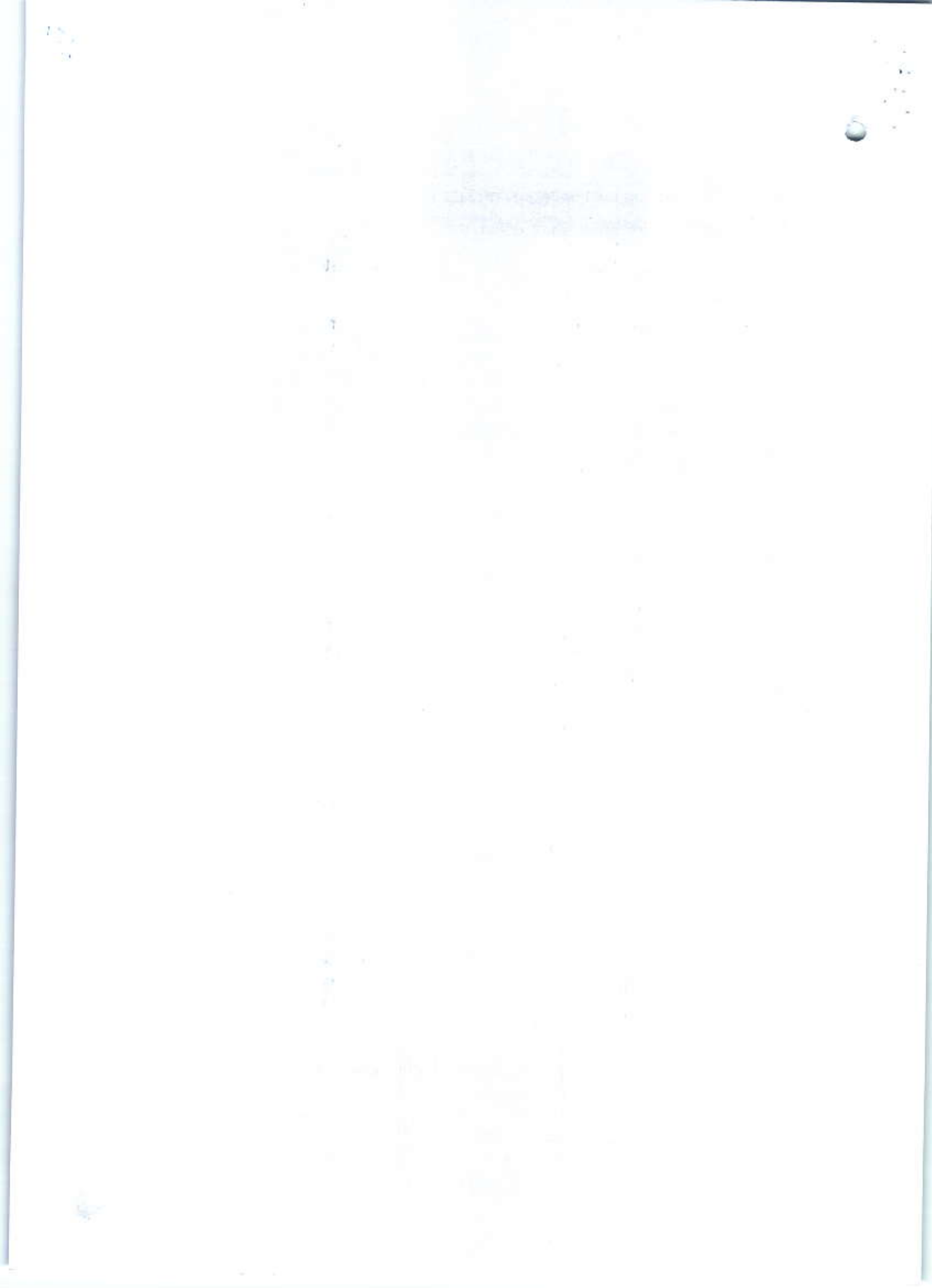
The Rate Contract shall be valid for a period of one year from the date of signing this Contract.

6. Imposition of fines / penalty

The Contractor shall be liable for the penalties for deficiency in the services as indicated in **SCHEDULE-5**.

7. Payments Terms

The payment towards the services will be made by the Bureau directly to the Contractor after satisfactory providing courier services. The rates quoted shall be inclusive of all taxes. Bills for services provided under this contract shall be prepared in duplicate by the Contractor immediately after delivering the courier items. The payment of bills and other claims arising out of the



10 15° 125

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 subject to the provisions of the 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 other Contract/Agreement.

8. indemnity:

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.

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.

16. Corrupt or Fraudulent Practices

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.*

The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

17. Termination / Suspension of Contract

11
124
149

The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

18. Termination by the Bureau

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.

19. 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.

20. 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.

12

123

148

21. **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.

22. **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.

23. **Disputes & Arbitration**

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.

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.

24. **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.

25. **Governing language**

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

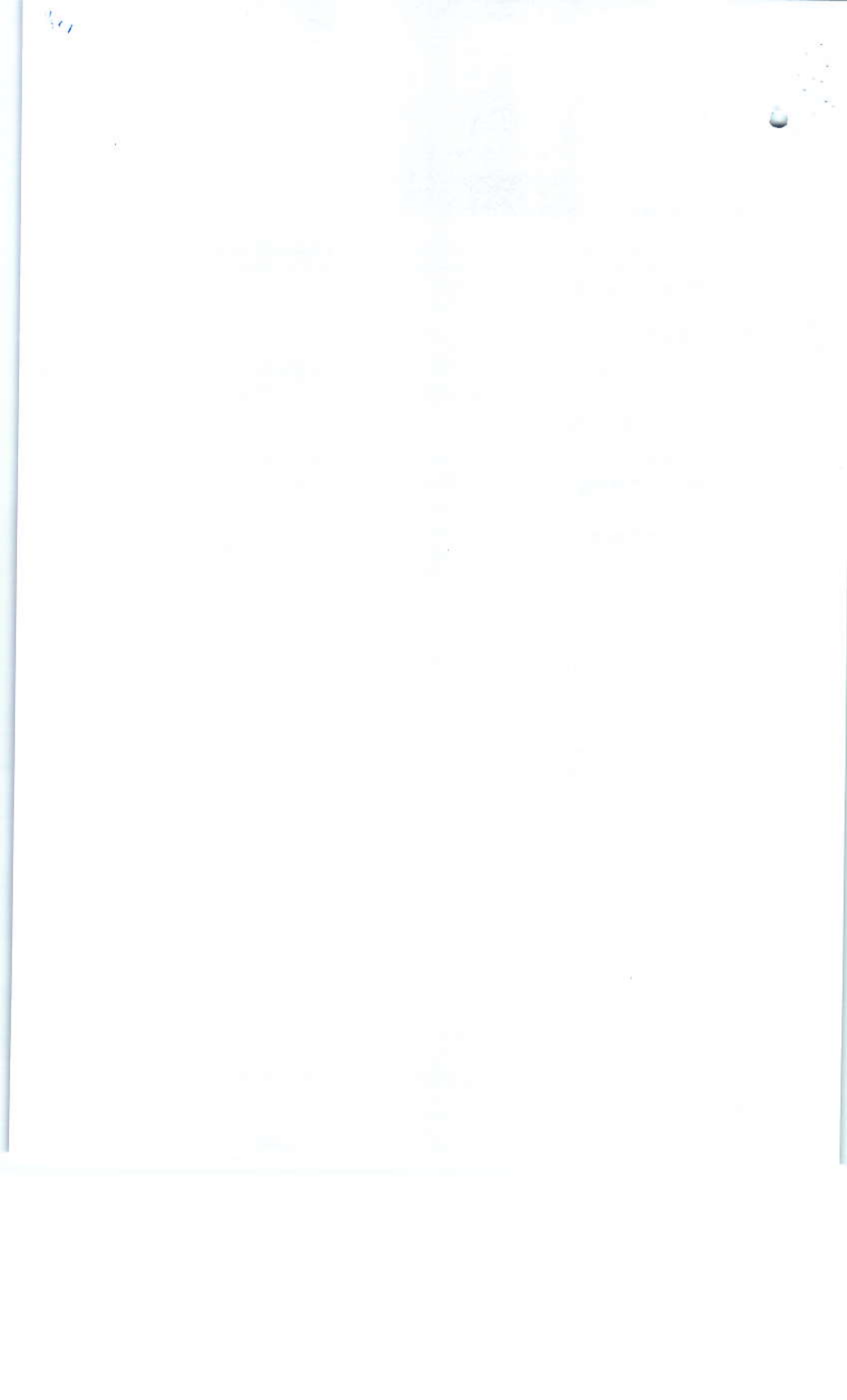
26. **Law:**

The contract shall be governed and interpreted under Indian Laws.

27. **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.

28. **Stamp duty:**



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

14

146

121

SCHEDULE-3 SCOPE OF WORK

1. General.

The agency shall provide **Courier Services** of our Documents / Packages to various destinations in India and also packing services of our samples/ materials for sending to different BIS Laboratories and other laboratories located in various parts of the country. The list of samples may be collected from our office (However, the list may not be exhaustive). Samples of other products shall also have to be packed and transported as will be drawn during our inspection/ surveys. The samples/materials shall be packed and picked up from our office premises and other destinations as and when required by BIS, Bari Brahmana, Jammu.

List of Samples

Name of the Office and its location	Type of items/Articles
BUIREAU OF INDIAN STANDARDS Lane No. 4, SIDCO Industrial Complex Bari Brahmana Jammu 181133 (J&K)	Different types of samples of Engineering & non-engineering products like Cement, Steel Section (Angle Channel, Beam), TMT Bars, Steel Pipes, HDPE Pipe, Ply Board, Cables, Packaged Drinking Water (20 L jar, 01, 02, 05 L Pet Bottle, Water pouches, PVC Water Tanks, Pesticides, etc. The samples are to be collected from BIS, Jammu & Kashmir Branch Office, Bari Brahmana, Jammu and for delivery to all BIS Labs and all other BIS approved Labs in all over India

Material for Packing of samples:

- a) The agency at their own cost shall provide the materials on regular basis as per consumption for packing.
- b) The nature of packing should be in the following form;
 - a. Wooden box packing
 - b. Ply Box packing
 - c. Corrugated box packing
 - d. Packing in steel box
 - e. Packing of fragile (Glass, etc) Material with Thermo-coal.
- c) The agency shall use the materials of approved quality for packing.
- d) The agency shall also arrange for all other materials not mentioned above that may be required for providing Courier Service at their own cost.

2. General Terms & Conditions:

- a. The period of contract under the scope of work shall be valid for one year which may be extended by two years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of the Head, BIS, Bari Brahmana, Jammu.
- b. It shall be the responsibility of the courier agency to promptly respond to BIS calls, Non-tampering of samples and documentation and ensure safe delivery of the documents/Packages to the destination without any damage.

- 15
120
145
- c. The material to be used and norms of packing of samples will be advised by BIS from time to time for different products.
 - d. The Service provider should attend the call of the Officers and pick up the samples in & around Bari Brahmana, Jammu.
 - e. Challan's of consignment should specify with minimum details as follows:
 - Consignment No. & date
 - Nature of packing & Weight.
 - Consignor and Consignee with stamp & Signature.
 - Mode of Dispatch
 - Any other details.
 - f. Proof of Delivery (POD) of the samples should be given to BIS. POD should invariably contain the consignee stamp & signature. Please mention whether any other proof of delivery other than POD is available (with supporting document). Two copies POD/Booking to be enclosed with the bill.
 - g. Facilities to track the courier through website should be available.
 - h. The Agency shall maintain a register/ document for the samples collected and packed in our office premises.
 - i. Staff deployed is trained in packing and lifting goods and they are of good conduct and physically fit for the work. BIS will not provide any personnel for the same activities.
 - j. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to BIS, Bari Brahmana, Jammu whatsoever it may be.
 - k. To bear all taxes, rates, levies or claims, whatsoever, as may be imposed by the State, Central government or any local body or Authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates, etc as may be required by the BIS, Bari Brahmana, Jammu from time to time.
 - l. Responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by Courier Agency for the purpose at premises of BIS Bari Brahmana, Jammu or for any accident caused to them and the BIS Bari Brahmana, Jammu shall not be liable to bear any expense in this regard.
 - m. In case of any changes of constitution of the Agency, the rights of BIS, Bari Brahmana, Jammu should not suffer.
 - n. All personnel engaged by Agency shall not disclose the identification of the sample details to anyone. In case the same is proved the stringent action shall be taken against the Agency.

11
119
144

3. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of BIS Bari Brahmana, Jammu, they shall work under directives and guidance of BIS, Bari Brahmana, Jammu and will be answerable to BIS Bari Brahmana, Jammu. This will, however, not diminish in any way, **the Agency's responsibility under contract to the BIS,**

Bari Brahmana, Jammu. A senior level representative of the Agency shall visit BIS Bari Brahmana, Jammu premises at least once in a month and review the service performance of its personnel. During the visit, **Agency's representative will also meet the BIS Bari Brahmana,**

4. **Jammu officer dealing with** services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day to day functioning of the services shall be carried out in consultation with and under direction of BIS, Bari Brahmana, Jammu.

5. The Agency shall not discontinue the service if so desired by the BIS Bari Brahmana, Jammu at any time without assigning any reason whatsoever.

6. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BIS Bari Brahmana, Jammu / Govt. of India/ any State/or any Union Territory.

7. Good standard of services shall be maintained as indicated.

8. The Agency shall ensure that all personnel deployed for packing and lifting the materials/ samples is fully loyal-to and assist the BIS Bari Brahmana, Jammu during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the BIS Bari Brahmana, Jammu.

9. The BIS Bari Brahmana, Jammu shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.

10. Before submission of the bill, the Agency shall ensure that the materials/ samples are properly delivered in good conditions and POD enclosed. No request for making advance payment on any ground shall be entertained.

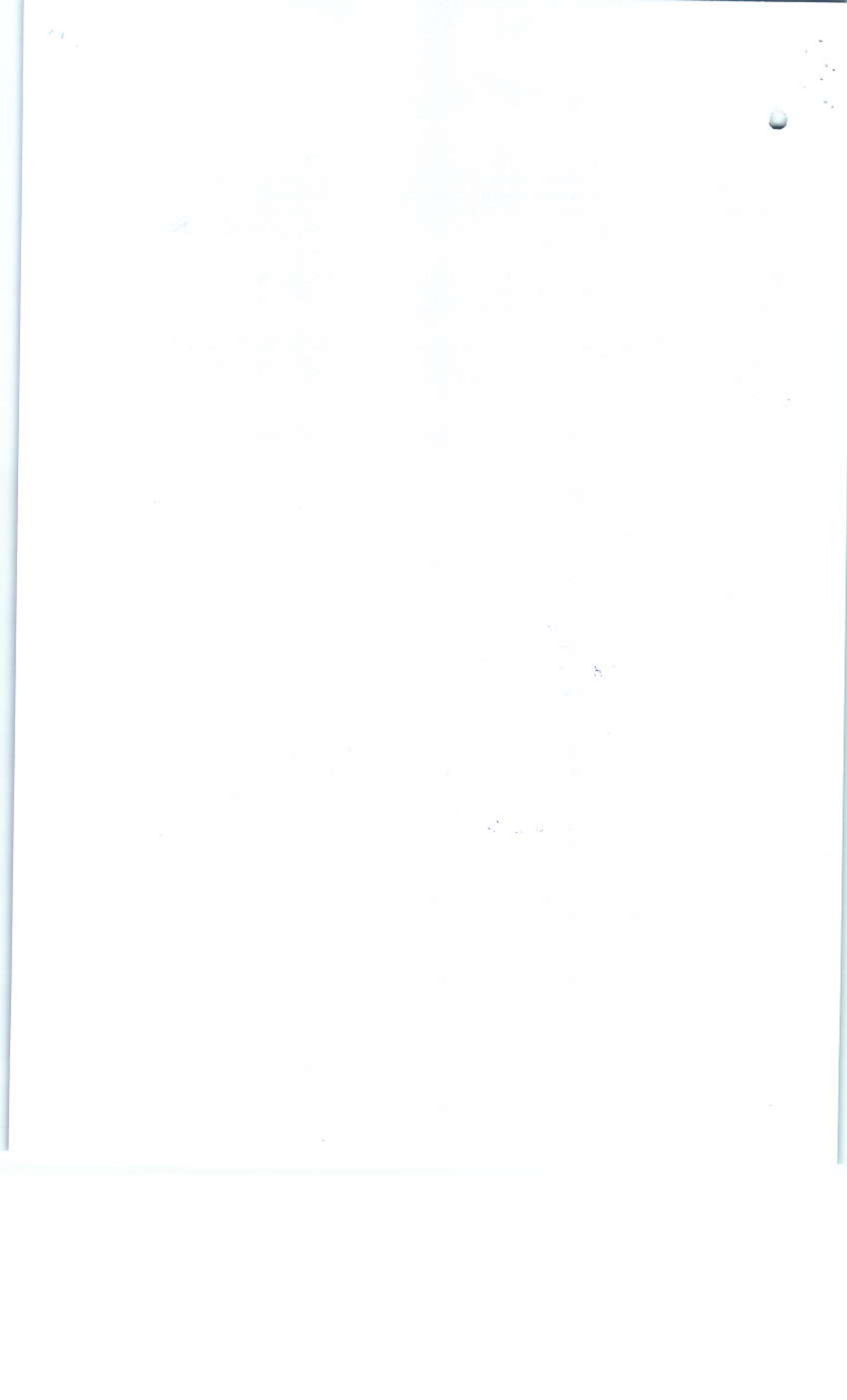
11. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

12. The Income tax as applicable shall be deducted from the bill unless exempted by the Income Tax Department

13. During the course of the contract period, the Agency shall deposit service tax at prevailing rates as per GOI norms.

14. The decision of BIS Bari Brahmana, Jammu in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency. An agreement shall be signed with the successful agency as per specimen enclosed.

15. The BIS, Bari Brahmana, Jammu shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.



17

143

SCHEDULE-4 : SPECIFICATION & ALLIED TECHNICAL DETAILS

1. Eligible Bidder : Bidders should :

1. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for the 12 months from the date of the opening of tender.
2. The Bidder shall have experience of providing Courier services for the last 03 years ending 31st March 2020.
3. Financial Turnover during the last 3 years, ending 31st March 2020 should be at least Rs. 5 lac per year. Documentary evidence to be provided by the courier agency.
4. The bidder should not be involved in any major litigation that may any impact of affecting or compromising the delivery of services as required under this tender. An undertaking in this regard may please be submitted.
5. The bidder shall have the following Registrations and details of the same be provide in the Technical Bid. The copy of the same may be enclosed.
 - a) Registration with the various statutory bodies as necessary for carrying out the business.
 - b) Income Tax Registration
 - c) Goods and Service Tax Registration

2. **Proposed validity of the rate contract:** Three year. The contract can be renewed for the further tow years, on year on year basis, subject to mutual understanding and satisfactory services, on same rates, terms and conditions.

3. **Availability of Tender Documents:**

Place : Jammu & Kashmir Branch office, Lane No.4, SIDCO Industrial complex,
Bari Brahmana, Jammu (J&K) -181133

Period : ~~01.09.2020~~ to 21.09.2020 (till 1300 hrs)

4. **Earnest Money Deposit :** Rs. 3000.00
(2% to 5% of the estimated value of the goods to be procured, to be determined by the concerned subject matter Deptt)
5. **Performance Security Deposit :** Rs. 10000.00
6. **Validity of Bids:** 90 days from the opening of the technical bid.
7. **Opening of Bids:** 21.09.2020 at 1500 hrs.
8. **Authorized Officer on behalf of the Bureau for this tender/contract :** Head, JKBO

193

117

SCHEDULE – 5: PRICE SCHEDULE

Tender for Courier Services (FINANCIAL BID)

Name & Address of the Party:

*Rates (In Rupees) for transporting goods/samples by weight for surface mode. Situations where volumetric rates are applied will be specified. Volumetric rates may be mentioned along with relevant formulae:

Sl No	Place	Rates per kg upto 20kg	Rates per kg above 20kg	Any oher charges
1	Northern States – Punjab, Haryana, Himachal, Chandigarh, Delhi (NCR Area)			
2	Metro cities –Chennai, Mumbai, Kolkata (except Delhi)			
3	Rest of India			

*The tender shall be awarded to the lowest bidder for the total scope of work in totality, which will be counted as follows:

- 2 80% weightage shall be given for the category of samples upto 20kg
ii 20% weightage shall be given for the category of samples above 20kg

PACKING CHARGES (FOR SPECIAL PACKING &/ OR BY BOX PACKING AS NECESSARY

Sl No	Packing Item	First one kg	Additional kg
1	Liquid Samples in fragile containers		
2	Other fragile samples		
3	Other samples		

PENALTY : In case of non-compliance of the terms and condition of the contract the BIS reserve the right to impose penalty up-to maximum 10 % of the total annual value of the contract during the period of operation.

I CERTIFY that, I have read the Bid Document and understood all the terms and conditions for supply of the goods.

Signature:_____

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

19

171

116

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-Bhadurshah 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 a Courier Service provider (Details of business)

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to
hire the contractor as Courier Service Provider, therefore, invited bids through Limited 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

Witness:

(Signature)

Name of Witness _____

Address _____

(Signature of Authorized Officer of the Bureau)

Name _____

Designation _____

Address _____

Seal of the Bureau

Witness:

(Signature)

Name of Witness _____

Address _____

20

170

115

SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE PURCHASER AND THE BIDDERS.

1.	Annexure-1	FORM OF BANK GUARANTEE BOND
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS

91

139

114

Annexure -1

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for

_____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only) we,

_____ (hereinafter referred to as (indicate the name of the bank)

'the bank') at the request of _____ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do

hereby (indicate the name of the bank)

undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.



4. We, _____ further agree that the

Guarantee (indicate the name of Bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that

(indicate the name of Bank)

the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We, lastly undertake not to revoke this

(indicate the name of bank)

guarantee during its currency except with the previous consent of the Bureau in writing.

Dated theday of..... 20

For

(indicate the name of bank)

The first part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule. The
 second part is devoted to a discussion of the various methods
 which have been proposed for the determination of the rate of
 reaction between a radical and a molecule.

The third part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

The fourth part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

The fifth part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

The sixth part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

The seventh part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

The eighth part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

The ninth part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

The tenth part of the paper is devoted to a discussion of the
 various methods which have been proposed for the determination of
 the rate of reaction between a radical and a molecule.

Annexure-2

112

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
2. Class of Registration with validity date:
3. Value of Registration:
4. Address for Communication:
5. Telephone No.:
6. E-mail:
7. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

8. Annual Turnover of the Firm/Company during previous three Financial Years (Certified copies of audited Balance Sheet to be submitted):

Financial Year	Annual Turnover (Rs.)	Copies of audited Balance Sheet enclosed (Yes/No)
Previous Financial Year (Y-1)		
2 nd Previous Financial Year (Y-2)		
3 rd Previous Financial Year (Y-3)		

9. PAN, TIN Number of the Firm/Company :
10. GST Registration No.:
11. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Dated:

Place:

24 136 111

Annexure –3

Details of the similar type of services provided by the Bidder during last 3 years

Name of the Bidder:

Year	Name & Type of Services provided	Name & Address of the buyer/customer	Value of the contracts	Remarks

Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the day of 201 .

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

