

भारतीयमानकब्यूरो BUREAU OF INDIAN STANDARDS

Tender Document for Supply, Installation and Commissioning of Abrasion Resistance test machine (with Abrasive Powder) for abrasion resistance test of Precast Concrete Blocks for Paving as per IS 15658:2006
IS 15658:2006 के अनुसार पहले से तैयार कांक्रीट ब्लॉकों के घर्षण प्रतिरोध परीक्षण के लिए घर्षण प्रतिरोध परीक्षण मशीन (घर्षण पाउडर के साथ) की आपूर्ति, स्थापना और कमीशनिंग हेतु निविदा दस्तावेज़

(निविदा सन्दर्भ संo Tender Reference No.: BIS/ NROL/ DEC 2016/ARTM)

द्वारा आमंत्रितINVITED BY

भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
उत्तरी क्षेत्रीय कार्यालय प्रयोगशाला,
Northern Regional Office Laboratory, (NROL)
बी-69, फेज सात, एसएएस नगर
B-69, Phase VII, SAS Nagar
औद्योगिक फोकल प्वाइंट, मोहाली 160051
Industrial Focal Point, Mohali-160051
फोन /Ph: 9023246935

मेलआईडी/mail id: nrol@bis.org.in

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बोली शुरू होगी : 19 दिसम्बर 2016 को 1100 बजे Bid opens on 19 Dec 2016 at 1100h बोली समाप्त होगी :18 जनवरी 2017 को 1500 बजे Bid closes on 18 Jan 2017 at 1500h

TENDER NOTICE

भारतीयमानकब्यूरो, उत्तरी क्षेत्रीय कार्यालय प्रयोगशाला, मोहाली इस निविदा में परिभाषितकार्यकेलिएवास्तविकअनुभवीनिर्माताओं / आपूर्तिकर्ताओंसेदोबोलीप्रणाली (तकनीकीबोलीऔरवित्तीयबोली) केतहत, सील कवर में बोलियांआमंत्रितकरताहै।निविदाकाविवरणनीचेदियागयाहै।

Bureau of Indian Standards, Northern Regional Office Laboratory (NROL), Mohali invites sealed bids, under **two bid system** (**Technical bid and Financial bid**) from bonafide experienced Manufacturers/Suppliers/ Dealers / Agencies/ Direct Importers for the job defined in this tender, as per details given below:

DESCRIPTION	IS 15658:2006 के अनुसार पहले से तैयार कांक्रीट ब्लॉकों के घर्षण प्रतिरोध परीक्षण के लिए घर्षण प्रतिरोध परीक्षण मशीन (घर्षण पाउडर के साथ) की आपूर्ति, स्थापना और कमीशनिंग SUPPLY, INSTALLATION AND COMMISSIONING OF Abrasion Resistance test machine (with Abrasive Powder) for abrasion resistance test of Precast Concrete Blocks for Paving as per IS 15658:2006 उपकरणों के तकनीकी विनिर्देश के लिए कृपया अनुलग्नक 3- देखें (Please refer Annex-3 for Technical Specifications of the equipment)
Type of Tender	खुला / Open
EMD Amount (in INR)	8500/-

1. ईएमडी, डिमांड ड्राफ्ट या भुगतान आदेश के रूप में 'भारतीय मानक ब्यूरो' के पक्ष में चंडीगढ़ में देय प्रस्तुत की जानी चाहिए/ EMD should be submitted in the form of Demand Draft or Pay Order drawn in favour of 'Bureau of Indian Standards' payable at Chandigarh.

2.ईएमडी छूट श्रेणियों /EMD exempted categories: केंद्रीय क्रय संगठन, राष्ट्रीय लघु उद्योग निगम (एनएसआईसी) या संबंधित मंत्रालय या विभाग द्वारा जारी छूट का वैध प्रमाण पत्र वाले निर्माताओं / आपूर्तिकर्ताओं के लिए. स्वअभिप्रमाणित छूट का प्रमाण पत्र बोली के साथसंलग्न किया जाना चाहिए।Manufacturers/ Suppliers having valid certificate of exemption issued by the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. Self attested Certificate of Exemption should be attached with the bid.

3 कृपया निविदा जमा करने से पहले भाग -1 (तकनीकी बोली) के ख में दिए गए "बोलीदाताओं केलिए निर्देश" पढ़ें |Please read "**Instruction to Bidders**" given in B of Part-1(Technical bid)before submission of tender.

जारीकरनेवालेप्राधिकारीकापताAddress of the	प्रमुख /Head
issuing Authority	भारतीय मानक ब्यूरो BUREAU OF INDIAN
	STANDARDS,
	उत्तरी क्षेत्रीय कार्यालय प्रयोगशाला Northern Regional
	Office Laboratory,
	बी-69, फेज सातवीं, एसएएस नगर, औद्योगिक फोकल प्वाइंट,
	मोहाली
	B-69, Phase VII, SAS Nagar, Industrial Focal Point,
	Mohali-160051
	फोन Ph: 9023246935,
	मेल आईडी mail id : <u>nrol@bis.org.in</u>
डाउनलोड प्रारंभ और बोली प्रस्तुत प्रारंभ तिथि व	19 दिसंबर /December 2016
समय	11:00 बजेHours
Download Start & Bid Submission Start Date & Time	
डाउन लोड का अंत और बोली प्रस्तुत समाप्ति तिथि	18 जनवरी /January 2017
व समय	15:00 बजेHours
Download End & Bid Submission End Date & Time	
तकनीकी बोली खोलने की तिथि व समय	18 जनवरी /January 2017
Technical Bid opening date & Time	15:30 बजेHours

- ➤ इच्छुक पार्टिया उनकी विधिवत सील निविदा बोली अन्य आवश्यक दस्तावेजों एवं ईएमडी के साथ अधोहस्ताक्षरी को विधिवत रूप में 'निविदा संBIS/ NROL/ DEC 2016/ARTM की बोली और निविदा की अंतिम तारीख 1500 h on 18 जनवरी 2017' के साथ निविदा की नियत तारीख या उससे पहले भेज सकते हैं। इस समय सीमा के बाद प्राप्त बोलियों पर किसी भी स्थिति में विचार नहीं किया जाएगा। बीआईएसकिसीभीडाकदेरीयाहानिकेलिएजिम्मेदारनहीं होगा।

 Interested partiesmay send their sealed bid complete in all respect with EMD along with other requisite
 - documents to the undersigned duly superscribed as 'Bid for Tender no. BIS/ NROL/ DEC 2016/ARTM and due date of the tender' on or before 1500 h on 18 Jan 2017. The bids received after this deadline shall not be entertained under any circumstances whatsoever. BIS shall not be responsible forany postal delay/ loss.
- ▶ निविदा दस्तावेज (गैर हस्तांतरणीय) भारतीय मानक ब्यूरो वेबसाइट: www.bis.org.in से निशुल्क डाउनलोड किया जा सकता है।Tender document (Non-Transferable) can be downloaded free of cost from BIS web site: www.bis.org.in.
- केवल स्पीड पोस्ट, रजिस्टर्ड पोस्ट के माध्यम से और बॉक्स में व्यक्तिगत जमा के माध्यम से भेजी बोलियां स्वीकार की जाएगी IBids sent through speed post, registered post and through personal deposit in the box will only be accepted.
- > ई-मेल / फैक्स / कूरियर के माध्यम से भेजी बोलियां स्वीकार नहीं किया जाएगा Bids sent through e-mail/ fax/ courier will not be accepted.

- > कोईशुद्धिपत्र / समयविस्तार / परिशिष्टकेवलबीआईएसवेबसाइट<u>www.bis.org.in</u>परप्रकाशितिकयाजाएगाः Any corrigendum/time extension/addendum shall be published only on BIS website: www.bis.org.in
- > कोई शुद्धि पत्र / समय विस्तार / परिशिष्ट केवल बीआईएस वेबसाइटwww.bis.www.bis.org.in .inपर प्रकाशित किया जाएगा: Any corrigendum/time extension/addendum shall be published only on BIS website: www.bis.org.in
- > ईएमडी तकनीकी बोली वाले लिफाफे में रखा जाना चाहिए अन्यथा बोली अस्वीकार कर दी जाएगी EMD should be put in the envelope containing Technical Bid failing which the bid shall be rejected.
- मुहरबंद लिफाफे में दो अलग-अलग लिफाफे में तकनीकी और वित्तीय बोली (कृपया निर्देश भाग ख पेज33 पर देखे) उत्तरीक्षेत्रीयकार्यालयप्रयोगशालाके स्वागत कक्ष में रखे निविदा बॉक्स में डाली जा सकती है, या पंजीकृत डाक/ स्पीड पोस्ट के माध्यम से निम्न पते परभेजी जा सकती है: प्रमुख भारतीय मानक ब्यूरो, उत्तरी क्षेत्रीय कार्यालय प्रयोगशाला, बी-69, फेज सात, एसएएसनगर, औद्योगिक फोकल

प्वाइंट, मोहाली-160051

The sealed envelopecontaining technical and financial bidsin two separate sealed envelopes (please see instructions at B(1) at page 9) are to be put in the tender box placed at reception of the Northern Regional Office Laboratoryor may be sent through registered post/speed post addressed to (Head Northern Regional Office Laboratory), Bureau of IndianStandards, B-69, Phase VII, SAS Nagar, Industrial Focal Point, Mohali-160051

- ➤ बीआईएस बिना कोई नोटिस दे कर या कारण बताए निविदा दस्तावेज में संशोधन या किसी भी नियमों और शर्तों को निकालने का या किसी एक या सभी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है।इस संबंध में जारी करने वाले प्राधिकारी के निर्णय अंतिम होगा।BIS reserves the right to amend or withdraw any terms and conditions contained in the tender document or to reject any or all bids without giving any notice or assigning any reason. The decision of issuing authority this regard shall be final.
- > किसी भी प्रकार की विवाद/ त्रुटि की स्थिति में अँग्रेजी वाले अंश को ही सही माना जाएगा।
 In case of any kind of dispute/ error text in English shall be taken as correct.

-Sd-प्रमुख (उत्तरी क्षेत्रीय कार्यालय प्रयोगशाला) Head,(Northern Regional Office Laboratory)

TENDER DOCUMENT

PART-I: TECHNICAL BID

A: PRE-QUALIFICATION CRITERIA (PQC)

- 1. The bidder shall be PSU/ autonomous / public /private limited / Partnership/ Proprietorship / any other firm having been in business in India for the last three calender years for supply of the same/similar equipment. The documents authenticating the establishment of the firm shall be submitted.
- The bidder shall have supplied, installed and commissioned at least three such same/ similar equipment in India and one of them should be in the last three years. Additionally, the list of customers shall also be enclosed.
- **3.** The bidder shall enclose copies of purchase orders/letters of satisfaction from buyers or any other document as a proof of supply of same / similar equipment to Govt. or private customers.
- 4. The bidder shall submit copies of auditedbalance sheets of last three years.
- 5. The bidder shall enclose valid proof of tax registrations as applicable to them such as VAT/Sales Tax/ PAN /Service tax / or any other registration for taxation purpose (for Indian Bidders). In case of foreign companies, bidders shall enclose valid proof of tax registrations from their own country.
- **6.** The bidder should not have been blacklisted.
- 7. The bidder shouldnot have earlier withdrawn from any tendering process of BIS.
- **8.** The Bidder shall be willing to provide after sales support through a combination of warranty and comprehensive annual maintenance contract for a period of 6 years as per mutually worked out terms and conditions

Note: The bidder shall enclose all requisite documents self attested as specified in the **checklist**. The biddermust fill the checklist enclosed.

Checklist for Pre-Qualification Criteria (PQC) Bidders must fill this check list with a tick ($\sqrt{}$) in the boxes in the right hand column. Relevant document, as per the checklist, shall also be enclosed with the technical bid.

S No.	Requirement	Document submitted	Check box
1.	Bidder is	1.Original Equipment Manufacturer 2. Dealer/ agency/ supplier/ Direct Importer	1. □ 2. □
2.	Bidder is based in	1. India 2. Abroad	1. □ 2. □
3.	The bidder is a public undertaking/ autonomous body/ public limited / private limited / Proprietorship Company / firm	PSU/Autonomous Limited/ Private Limited Prioprietory / Partnership firm/LLP Others (specify)	1.
4.	Enclose applicable documents of establishment of firm - Certificate of Incorportation - Authorization letter from Principals - Partnership Deed/LLP - Proprietory Details - Others (specify)	Yes, details enclosed No, details not enclosed	1. □ 2. □
5.#	Enclose applicable documents of Tax Registration: - Service Tax - VAT - Sales Tax - PAN - Others (specify)	Yes, details enclosed No, details not enclosed	1. 🗆
6	Enclosed statements of turnover per year for last three successive years.	Yes, details enclosed No, details not enclosed	1. □ 2. □
7.	Enclose copies of audited Balance Sheet for last three years	Yes, details enclosed No, details not enclosed	1. □ 2. □
8.	List of customers attached	Yes, details enclosed No, details not enclosed	1. □ 2. □
9.	Enclosed letter of satisfaction from buyers or purchase orders or any other document from customers whom same / similar equipment was supplied.	Yes, details enclosed No, details not enclosed	1. □ 2. □

10	Whether Bidder is	1. Yes, willing to provide	1. 🗆
	willing to provide	2. No, not willing to provide	
	after sales support		2
	through a		2. □
	combination of		
	warranty and		
	comprehensive		
	annual maintenance		
	contract for a period		
	of 6 years as per		
	mutually worked		
	out terms and		
	conditions		
11	Whether	1. Yes	1. □
	withdrawn from	2. No	2. □
	tendering process		∠. ⊔
	of BIS on an		
	earlier occasion		
12	Whether	1. Yes	1. □
	blacklisted	2. No	2. □
13.##	Had earlier supplied	1. Yes	1. □
	equipment/ service	2. No	1
	to BIS		2. □

 $[\]mbox{\#-}$ This is for Indian bidders. In case of foreign companies, bidders shall enclose valid proof of tax registrations from their own country.

^{##-} This is an additional information.

B: INSTRUCTIONS TO BIDDERS (FOR STRICT COMPLIANCE)

The bidder must to go through all the points of Pre-qualification Criteria (PQC), Check-list, Technical Specification (Annexure-3) and Conditions of the Contract (Part 3) and submit the bid **complete in all respect**with regard tospecifications, delivery date, financial and all other particulars.

1. The Tender is to be submitted under "TWO BID" system. Viz. two separate sealed envelopes out of which one should contain Technical bid and other should contain Financial bid. Both the envelopes are to be superscribed separately as "Technical bid" and "Financial bid" and packed in another sealed envelope. The bid not received on "Two Bids" basis will be summarily rejected.

Contents of Bid Document: The envelopes shall contain the following:

Envelope No.1 (Technical Bid):

- (i) This Envelope shall be super-scribed as "Envelope-1 Technical Bid" and should be sealed.
- (ii) This should contain check-list, technical specifications, EMD, alongwith other prescribed documents as per checklist, each page to be duly <u>filled and signed by the bidder</u>.

Envelope No.2 (Financial Bid):

- (i) This Envelope shall be super-scribed as "Envelope-2 Financial Bid".
- (ii) This envelope shall contain price for the goods to be supplied as per details in Part2 (Financial Bid). It should be duly filled and signed on each page by the Bidder.

Covering Envelope: Both the sealed envelopes 1 and 2 should be put together in another envelope, sealed and super-scripted as 'Bid for Tender no. BIS/ NROL/ DEC 2016/ARTM and due date of the tender'. Envelopes not super-scribed as mentioned above, are liable to be ignored.

2. Earnest Money Deposit (EMD) amount in the form of Demand Draft / Pay order is to be furnished with Technical bid only, failing which the offer will be summarily rejected. No interest shall be paid by BISon the Earnest Money.

The EMD amount will be returned to the unsuccessful Bidders as per the provisions of GFR. It will be returned to the successful Bidder after receipt of the Performance Security.

Forfeiture of EMD: The Bid Security / Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends or impairs or derogates the offer in any respect within the period of validity of the tender or if the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the Agreementafter the award of Contract.

- 3. The bid can be put in the Tender Box kept at the reception of Northern Regional Office Laboratory, Bureau of Indian Standards, B-69, Phase VII, SAS Nagar, Industrial Focal Point, Mohali-160051 or can be sent by Speed Post / Registered Post at the same address. Bids sent through email/fax/courier shall not be accepted.
- 4. It is the responsibility of the bidders to ensure that their tenders reachNorthern Regional Office Laboratory, BIS at the above address by due date and time. BIS shall not be responsible in case of any postal delay / loss. Bids received after the due date and time shall not be accepted.
- **5. Technical Bids will be opened** on the last date of receipt of tender on the time and date mentioned in tender notice. Authorized representative of the bidder may remain present at the time of opening of tender.
- **6.** The **Financial bid will be opened** on a date, to be fixed later, for the successful bidders in the technical bid. Authorized representative of the bidder with an authority letter may remain present on the scheduled date and time.
- 7. Validity of Bid: The offer shall remain valid for 180 days from the date of opening of tender.

- **8.** The bid along-with all requisite documents must be signed and stamped by the authorized person, failing which the bid shall be liable for rejection.
- **9.** The **Head(Northern Regional OfficeLaboratory)**, BIS reserves the right to accept or reject any bid/ all the bids without assigning any reason thereof.

10. 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.

- 11. Any kind of canvassing in regard to the offered equipment after submitting bid shall be treated as disqualification.
- **12.** Any correction of error on the quotation should be duly authenticated by the person signing the quotation. **There shall be no overwriting.**
- **13. Special Conditions:** The Indian Agent, if submitting the quotation on behalf of their Principal (i.e. Foreign Supplier), shall ensure and submit the following:
 - i) Copy of the Agency Agreement with the foreign Principal.
 - **ii**) The firm shalltake care of after sales service and requisite spares made available during the lifetime of the equipment, after expiry of the Guarantee / Warranty period, also.
 - iii) The bank charges for opening of the Letter of Credit out side India are to be borne by the supplier.

14. Rates how to be quoted:

- **14.1** Cost of the items should be mentioned clearly in the **Part-II: Financial Bid** only. The following details need to be included:
- **a.** Price break-up of main equipment, accessories. Consumables, spares, fixtures (whichever is applicable) to be supplied by the bidder. Please quote unit rate for each item in Indian Rupees/ USD/ EURO (whichever is applicable). The rates quoted shall be on CIF basis (cost insurance and freight) on door delivery basis.
- **b.** Rates quoted should specifically state Sales Tax, Excise Duty or any other taxes/charges, as applicable. In absence of any such stipulation, it will be presumed that the prices include all such taxes/charges and no claim for the same shall be entertained.
- **c.** Please quote your rates, othercharges, applicable taxes and duties in the format prescribed in **Part-II: Financial Bid** (Please refer page 20)
- **d.**The equipment is required to be supported for performance for six years, i.e., three years of warranty plus three years of **CAMC** (Comprehensive Annual Maintenance Contract). If the warranty offered by the bidder is less than three years, then the bidder shall quote the CAMC charges, year wise, for the remaining period of warranty, plus for fourth, fifth and sixth years. Please refer (B) of **Part-II: Financial Bid**

Financial bid shall be evaluated on the total price quoted, which is a combination of unit price of the equipment and CAMC charges upto six years of operation of equipment. The payment will be made for unit price of the equipment which will cover the warranty period also. The CAMC charges as quoted in the financial bid at (B) of Part – II shall be payableon yearly basisafter CAMC starts.

e.Prices shall be quoted in Indian Rupees (INR)/ USD/ EURO (whichever is applicable). In case the rates are quoted in the foreign currency, the <u>conversion rate to INR (Reserve Bank of India rate) shall be applicable as on the last date of submission of tender.</u> Evaluation of the financial bid shall be done on the basis of price in INR.

f. BIS pays full CST and neither Form C nor Form D will be provided.

g.The rates quoted shall be **valid for a period ofone year**from the date of opening of the financial bid of the tender.

h. The successful bidder is responsible for Packing, Forwarding, Freight & Insurance, Customs Clearance, Delivery at site and Installation, Commissioning and Training of BIS personnelin a satisfactory manner.

i.The Agency Commission to the Indian Clearing Agent will not be paid by the BIS and the same would be borne by the supplier. BISshall provide Custom Duty Exemption Certificate at the time of Custom Clearanceandthe supplierhas to obtain customs clearance and deliver the goods at specified location (s).

14.2The bidder is expected to work out his rates keeping in view the technical specifications as per Annexure-3 of Technical bid& conditions mentioned clearly 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 form for financial bid (Part-II), which rates and prices shall, except as otherwise provided, cover all its obligations under the Tender and all matters and things necessary for proper fulfilling his obligations under the Tender. The financial bid shall clearly indicate all taxes including local taxes, etc. to be paid by the bidder for the goods to be supplied at specified places and any claim for extra payment on any such account shall not be entertained.

14.3 The price quoted by the biddershall be applicable for the repeat order(s), if repeat orders are placed with the supplier.

However, BIS reserves the right, not to place the repeat order.

- **15. Execution of Agreement:** It shall be incumbent on the successful bidder to execute the Agreement, as per Annexure 6, on a non-judicial stamp paper of Rs. 100.00 at the time of award of contract andpay stamp duty, legal and statutory charges for the Agreement, if any, as applicable on the date of the execution. Please read carefully, the conditions of contract as given in Part-III: Conditions of contract.
- **16.** The Tender Notice and Instructions to Bidders shall form part of the Contract.

C: STANDARD FORMS TO BE UTILIZED BY THE BISAND THE BIDDERS.

Annexure-1 Details to be furnished by the bidders
 Annexure-2 Statement regarding the deviations from the clausesof the tender document
 Annexure-3 Technical Specification
 Annexure-4 Technical compliance statement by the bidder

Details to be furnished by the bidders

1.	Name of the bidder:
2	Details Registration/Import licence if any with validity date:
3.	Address for Communication:
4.	Telephone No.: Landline: Mobile:
5.	E-mail:
6.	Manufacturers Name and Address (if different);
7.	Bank Account Details: Name of the bank:
6.	Name and designation of the person authorized to sign the documents:
7.	PAN, TIN Number of the bidder:
8	Service Tax Registration No.:
Dı	Details of EMD raft Number :
be	his is to certify that the above facts are true to the best of my/our knowledge and lief. I/We have read and understood the terms and conditions of the Tendercument.
I/V	We give an undertaking to abide by these terms and conditions of the tender document.
Na	ame and Signature of the bidder
Se	al of the Bidder
Da	nte .

Statement regarding the deviations from the clauses of the tender document:

S No.	Tender clause no.	Details of deviation	Justification, if any

Technical Specification of Abrasion Resistance test machine (with Abrasive Powder) for abrasion resistance test of Precast Concrete Blocks for Paving as per IS 15658:2006

Equipment Details& Purpose: Test equipment for Abrasion Resistance test of Precast Concrete Blocks for Paving as per IS 15658:2006 as described in Annexure-E of IS 15658:2006 and Annex G of IS 1237:2012 (see Fig. 4 of IS 15658), complete with abrasive powder, all required fixtures, tools, accessories etc.and as per details given below:

S.No.	Parameter, Components/ Fixtures/ Accessories/ Spare parts/ CRMs etc.	Requirement
(1)	(2)	(3)
1.	Equipment Description	Abrasion test equipment as described in Annexure-E of IS 15658:2006 and Annex G of IS 1237:2012 (see Fig. 4 of IS 15658:2006). The testing apparatus shall be a grinding device consisting essentially of a horizontally fixed smooth grinding disc of about 750 mm diameter, rotating about a vertical axis and furnished with a replaceable grinding path. Arrangement to indicate/ measure, track wear shall also be provided. Machine shall be supplied with abrasive powder as per details given at S.No. 7 below. The essential features of the equipment shall be as stated below:
2.	Grinding Path (Clause G-2.2 of IS 1237:2012):	Cast iron shall be used as the material for grinding path. Its scaleroscope hardness shall lie between 30 and 50. This hardness shall be ascertained at least 10 times on the rim and at several points in the grinding path by means of a Shore's scaleroscope with diamond hammer. Test certificate from NABL accredited / Govt. lab in this regard shall be supplied with equipment. The grinding path shall be a 200 mm wide annular space on the grinding disc between distances of 120 mm and 320 mm from the centre. The grinding path shall be repairable/ replaceable when it has worn out by more than 0.5 mm after use or when the furrows formed in it exceed 0.2 mm in depth. Supplier to provide the necessary support services in this regard.
3.	Rotation Disc(Clause G-2.3 of IS 1237:2012):	The disc shall be driven at 30 rev/min. There shall be automatic mechanisms for counting, indicating the revolutions of the disc and for stopping the disc after every 22 revolutions with digital display. Revolution Counter shall have range 0-99 (Digital Display) Calibration certificatewith NABL Logofrom NABL accredited lab in this regard shall be supplied with equipment. In addition to revolution counting and automatic stopping mechanism, Digital Test cycle counter having range 0-99, Least count 1 shall also be provided. (Please see E-3.6 of IS 15658)
4.	Holding Device for Test Specimen (Clause G-2.4 of IS 1237:2012):	The holding device shall consist of a square frame, open on one side and made of cast iron or steel; it shall be of about 40 mm height, with its lower edge about 5 mm above the surface of the grinding disc and so positioned that its centre is at a distance of 220 mm from the centre of the disc. It shall necessarily, but loosely, hold the specimen.
5.	Loading Device(Clause G-2.5 of IS 1237:2012):	The loading device shall consist of a steel lever. A short arm of the lever shall be provided with a counter weight just to balance the weight of the long arm and of the weighing disc, so that the pressure stamp just touches the specimen prior to the loading.

_	T	,
		The lever shall move freely about the fulcrum without appreciable friction. During test, the lever shall remain nearly parallel to the upper surface of the disc. The connection of the pressure stamp to the lever shall be through a self-aligning joint permitting free relative movement but at the same time ensuring a central load on the specimen being tested.
		Suitable loading weights shall be applied at the end of the long arm of the lever so that, as magnified by the leverage, a net load of 294±3 N. is applied through the pressure stamp on to the specimen. The accuracy of the load shall be verified both by calculation and by measurement with suitable instruments for paving block specimen.
		Calculation sheet and Test certificate from NABL accredited / Govt.lab in this regard shall be supplied with equipment.
6.	Clause E-3.5 of IS 15658:2006	Equipment shall be Fitted with arrangement for drip-wetting of the central portion of the track, about 30 mm from the specimen (opposite to the direction of motion the disc), by supplying water drops at the rate of 180 to 200drops (13ml) per minute. Abrasive powder continuously returns to the effective area of the track.
7.	Abrasive Powder conforming to all requirements of	Abrasive Powder conforming to all requirements of Clause G-3 of IS 1237:2012 (REQUIREMENT FOR ABRASIVE POWDER TO BE USED IN THE ABRASION TEST) as detailed below:
	Clause G-3 of IS 1237:2012	Clause G-3.1 Chemical Composition: The abrasive powder shall have an aluminium oxide content of not less than 95 percent by mass.
		Clause G-3.2 Shape and Size: The grains shall be of rounded shape. The size shall conform to the requirements given in Table 3 of IS 1237:2012.
		Clause G-3.3 Specific Gravity: The specific gravity of the grains shall be between 3.9 to 4.1.
		Clause G-3.4 Hardness: The grains shall generally have a hardness of 9 in Moh's scale.
		Test certificate from NABL accredited/Govt. lab in this regard shall be supplied with
		equipment. Approx. Quantity required 200kg

Technical compliance statement by the bidder for Abrasion Resistance test machine (with Abrasive Powder) for abrasion resistance test of Precast Concrete Blocks for Paving as per IS 15658:2006

S.No.	Tecl	nnical Specification (Annexure 3)	Quoted details by the bidder	Deviation from col (2), if any	Remarks
(1)		(2)	(3)	(4)	(5)
1.	Equipment Description	Abrasion test equipment as described in Annexure-E of IS 15658:2006 and Annex G of IS 1237:2012 (see Fig. 4 of IS 15658:2006). The testing apparatus shall be a grinding device consisting essentially of a horizontally fixed smooth grinding disc of about 750 mm diameter, rotating about a vertical axis and furnished with a replaceable grinding path. Arrangement to indicate/ measure, track wear shall also be provided. Machine shall be supplied with abrasive powder as per details given at S.No. 7 below. The essential features of the equipment shall be as stated below:			
2.	Grinding Path (Clause G-2.2 of IS 1237:2012):	Cast iron shall be used as the material for grinding path. Its scaleroscope hardness shall lie between 30 and 50. This hardness shall be ascertained at least 10 times on the rim and at several points in the grinding path by means of a Shore's scaleroscope with diamond hammer. Test certificate from NABL accredited / Govt. lab in this regard shall be supplied with equipment. The grinding path shall be a 200 mm wide annular space on the grinding disc between distances of 120 mm and 320 mm from the centre. The grinding path shall be repairable/ replaceable when it has worn out by more than 0.5 mm after use or when the furrows formed in it exceed 0.2 mm in depth. Supplier to provide the necessary support services in this regard.			
3.	Rotation Disc(Clause G-2.3 of IS 1237:2012):	The disc shall be driven at 30 rev/min. There shall be automatic mechanisms for counting, indicating the revolutions of the disc and for stopping the disc after every 22 revolutions with digital display. Revolution Counter shall have range 0-99 (Digital Display) Calibration certificate with NABL Logofrom NABL accredited lab in this regard shall be supplied with equipment. In addition to revolution counting and automatic stopping mechanism, Digital Test cycle counter having range 0-99, Least count 1 shall also be provided. (Please see E-3.6 of IS 15658)			

4.	Holding Device for Test Specimen (Clause G-2.4 of IS 1237:2012):	The holding device shall consist of a square frame, open on one side and made of cast iron or steel; it shall be of about 40 mm height, with its lower edge about 5 mm above the surface of the grinding disc and so positioned that its centre is at a distance of 220 mm from the centre of the disc. It shall necessarily, but loosely, hold the specimen.		
5.	Loading Device(Clause G-2.5 of IS 1237:2012):	The loading device shall consist of a steel lever. A short arm of the lever shall be provided with a counter weight just to balance the weight of the long arm and of the weighing disc, so that the pressure stamp just touches the specimen prior to the loading.		
		The lever shall move freely about the fulcrum without appreciable friction. During test, the lever shall remain nearly parallel to the upper surface of the disc. The connection of the pressure stamp to the lever shall be through a self-aligning joint permitting free relative movement but at the same time ensuring a central load on the specimen being tested.		
		Suitable loading weights shall be applied at the end of the long arm of the lever so that, as magnified by the leverage, a net load of 294±3 N. is applied through the pressure stamp on to the specimen. The accuracy of the load shall be verified both by calculation and by measurement with suitable instruments for paving block specimen.		
		Calculation sheet and Test certificate from NABL accredited / Govt.lab in this regard shall be supplied with equipment.		
6.	Clause E-3.5 of IS 15658:2006	Equipment shall be Fitted with arrangement for drip-wetting of the central portion of the track, about 30 mm from the specimen (opposite to the direction of motion the disc), by supplying water drops at the rate of 180 to 200drops (13ml) per minute. Abrasive powder continuously returns to the effective area of the track.		
7.	Abrasive Powder conforming to all requirements of Clause G-3 of IS	Abrasive Powder conforming to all requirements of Clause G-3 of IS 1237:2012 (REQUIREMENT FOR ABRASIVE POWDER TO BE USED IN THE ABRASION TEST) as detailed below: Clause G-3.1 Chemical Composition: The		
	1237:2012	abrasive powder shall have an aluminium oxide content of not less than 95 percent by mass. Clause G-3.2 Shape and Size: The grains shall be of rounded shape. The size shall conform to the requirements given in Table 3 of IS 1237:2012.		
		Clause G-3.3 Specific Gravity: The specific gravity of the grains shall be between 3.9 to 4.1. Clause G-3.4 Hardness: The grains shall		
		generally have a hardness of 9 in Moh's scale.		

edited/Govt. lab in this regard blied with equipment. brox. Quantity required 200kg	NABL shall be		
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Note:

Do not mention "We Comply or Complied with or yes" in your response at col (3), Quote the actual specifications of equipment to be supplied in col (3).

Deviations, if any, from col (2) be quoted in col (4).

FINANCIAL BID

- 1. The financial bid will be submitted in a sealed envelope (please refer to the instructions to bidders, given on page-9 to page-11 of tender document) superscribed –financial bid, rates to be quoted after referring to specification of each component.
- 2. Financial bid shall be evaluated on the total price quoted, which is a combination of unit price of the equipment and CAMC charges upto six years of operation of equipment. The payment will be made for unit price of the equipment which will cover the warranty period also. The CAMC charges as quoted in the financial bid at (B) of Part -II shall be payableon yearly basisafter CAMC starts.
- 3. The format for submitting **Financial Bid** is given below: **(To be submitted in separate sealed envelope)**

(A) UNIT PRICE

S No.	Component As per Technical Specification (Annexure –3)	Unit Price (in INR/ USD/EURO) Exclusive of all Taxes at designated Delivery Point	Taxes as applicablewith breakup (in INR/USD /EURO)	Total Unit Price inclusive of taxes (in INR/USD/E URO)	Period of Warranty (1/2/3 years)	
	(i)	(ii)	(iii)	(iv)	(v)	
1.						
2						
3						

(B)Comprehensive Annual Maintenance Contract (CAMC) Charges (in INR):

S	Component	2 nd year	3 rd year	4 th year	5 th year	6 th year
No.						
1	CAMC*					
2.	Applicable					
	Taxes					
3.	Total					

Total Price of Bid (A+B) (Inclusive of taxes) (In Words)
Signature of hidder

Signature of bidder Name & Address

Note:

- i) Discount or any other offers affecting the package price must be mentioned here only. Discount or any other offers affecting the package price mentioned at any other place of the bid will not be considered.
- ii) Bids shall be evaluated based on total price (in INR) with taxes as applicable on the date of closing of Bid.
- iii) * CAMC for 2nd and 3rd year to be quoted if the warranty period is for one year

PART-III: CONDITIONS OF CONTRACT

1. CONTRACTOR:

'Contractor' shall mean the individual or firm or company whether incorporated or not, has qualified in bidding process and 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.

2. PARTIES TO THE CONTRACT:

The parties to the contract shall be the Supplier/ Contractor (whose offer is accepted by BIS) and BIS.

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, BISmay, 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

For Foreign Supplier: The successful bidder shall furnish within 15 days of placement of the order an unconditional Performance Bank Guarantee from a Nationalized/ scheduled Bank for 10% of the order value. Performance Security should remainvalid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. On acceptance of this condition and submission of Bank Guarantee, the Letter of Credit will be opened for 100% order value at BIS HQ/ by concerned lab. If the firm fails to submit the same, the Contract shall be deemed as terminated and the firm's EMD will be forfeited. Performance Security will be furnished in the form of DD/PO favouring BUREAU of INDIAN STANDARDS (payable at Chandigarh)/Performance Bank Guarantee as per format indicated in Annexure-5.

For Indian Supplier: The successful bidder shall submit, within 15 days of the placement of the order, an unconditional Performance Bank Guarantee from a Nationalized/ scheduled Bank for 10% of the order value, as per format indicated in Annexure-5. 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 Supplier/ Contractor under the terms of this Contract or any other account, may be deducted from the amount of Performance Security In case, the amount of Performance Security is reduced by reason of any such deduction, the Supplier/ Contractor shall, within <u>fifteen (15)</u> days of receipt of notice of demand from BIS, make good the deficit. In case, security is deposited by way of bank guarantee by the Supplier/ Contractor, then any penalty for damages liquidated or un-liquidated or for any breach or failure or determination of Contract, not previously paid to BIS, shall immediately on demand be paid by the said bankers to BIS 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 outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, BIS 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 BIS 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 BIS. The Performance Security shall be returned to the Contractor by BIS within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of BIS 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 Authorized Officer of BIS 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) The terms and conditions of the Contract
- iii) Tender Notice and Tender Document
- iv) Purchase order/ Letter of Acceptance
- v) Any other correspondence exchanged between the parties in connection with the contract.
- vi) The Contractor's Offer

5. QUANTITY OF GOODS / PLACE OF SUPPLY / PERSONS WHO CAN PLACE ORDERS

One number of Abrasion Resistance test machine with Abrasive Powder for abrasion resistance test of Precast Concrete Blocks for Paving as per IS 15658:2006 shall be supplied at Northern Regional Office Laboratory, BIS, at the address given below:

Head (Northern Regional Office Laboratory), Bureau of Indian Standards, B-69, Phase VII, SAS Nagar, Industrial Focal Point, Mohali-160051

Goods for Northern Regional OfficeLaboratory can be ordered by Head of Northern Regional Office Laboratory only who is authorized by BIS to place orders against this Contract. Repeat order(s), if any, by the other BIS labs will be given after satisfactory installation and commissioning of one number of Abrasion Resistance test machine with Abrasive Powder for abrasion resistance test of Precast Concrete Blocks for Paving as per IS 15658:2006 atabove laboratory. Goods can be repeat-ordered by Head of concerned BIS Laboratory who is authorized by BIS to place orders against this Contract. However, the Authorized Officer reserves right not to place repeat orders.

6. TRANSPORTATION:

The supplier is required to ensure having an import license for the equipment quoted where applicable as per GOI guidelines. The Goods shall be delivered at the destinations specified in Clause 8 below and shall include loading, unloading and transportation. The Goods damaged during transportation shall have to be replaced at Contractor's cost. BIS will provide Customs Duty Exemption Certificate for imported items as applicable and the successful bidder shall be responsible for necessary customs clearance.

7. QUALITY OF GOODS:

All Goods to be supplied by the Contractor shall be in conformity with the Technical specifications as laid down in Annexure-3 of this bid.

8.CONSIGNMENT DESTINATION:

a) For the destination mentioned in the purchase order:

i) Head (Northern Regional Office Laboratory),

Bureau of Indian Standards,

B-69, Phase VII, SAS Nagar, Industrial Focal Point,

Mohali-160051

b) For Repeat orders if placed: Not yet decided however if required, It may be for other BIS Labs located at Sahibabad, Mumbai, Chennai or Kolkatta

9. INSTALLATION AND COMMISSIONING:Installation and commissioning of the equipment will be done by the supplier **FREE OF CHARGE** at the consignee's premises. The supplier has to arrange for labour and others.

10. WARRANTY

10.1 The equipment along with all critical components/accessories is to be guaranteed for trouble free performance for a **minimum period of three years after installation.**If the warranty period is less than three years, the Comprehensive Annual Maintenance Contract Charges for the remaining period (three years – the actual warranty period quoted) shall be added to the cost of equipment for the purpose of evaluation of the financial bid.

10.2 The defects, if any, during the warranty periodshall be rectified free of charge by arranging free replacement at site, wherever necessary. The last six months of the warranty period shall be free of complaints, failing which the warranty period will get extended by another six months.

11. FREE TRAINING

Training, free of cost will be provided by the supplier to at least two BIS officials for routine maintenance and smooth running of the equipment, after installation and commissioning at the location.

12. INSPECTION/ PRE-DELIVERY INSPECTION

BIS reserves the right to carry out predelivery inspection/inspection at the time of delivery. The obligation to supply goods conforming to specification and its successful installation and commissioning shall be on the supplier.

The Authorized Officer shall be entitled to inspect and examine goods intended to be supplied to BIS either at the factory, godown or at any place(s) where these are lying or from which these are being obtained and the supplier shall provide such facilities as may be required for such inspection and examination. If goods are not found as per specified requirements, purchase order will be revoked and thereafterBIS shall be free to purchase the goods from the open market.BIS will not make any payment for any such non-conforming goods.

All goods shall be inspected by BISpreferably in the presence of supplier or his authorized representative, when the packages are opened in BIS Labs on delivery and prior to installation. The decision of BISshall be binding. Rejected items/goods/stores shall be removed by the supplier at his own cost and risk, within 30 days of receipt of notice for the removal of such goods, and no liability, whatsoever, on BISshall be attached for the rejected/disapproved goods/items/stores. In case of default on the part of the supplier in removing the rejected goods, the Authorized Officer of BIS shall be at liberty to have them removed by other means. The Authorized Officer shall have full powers to procure other goodsthrough other means for substitutingthe rejected goods. All costs, which may be incurred upon such removal and/or substitution, shall be borne by the supplier.

The Authorized Officer shall have full powers to decide about removal of any or all of the goods supplied which are not in accordance with the contract specifications or which do not conform to the samples, if any, approved by BIS.

13.TIMEFORSUPPLY, INSTALLATION AND COMMISSIONING.

- 13.1 The time allowed for delivery, successful installation and commissioning shall be 8 weeksfrom the date of purchase order (PO). In case of foreign suppliers, the date of delivery, successful installation and commissioning shall be within 8 weeks of opening of Letter of Credit (LOC).
- 13.2**Liquidated Damages For Delayed Supply:** Time and date of delivery of goods as stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extensions sanctioned by the Authorized Officer, BIS may at his option either:-
- 13.3.1 Accept delayed delivery at prices reduced by a sum equivalent to one percent (1%) of the value of any goods not delivered for every week of delay or part thereof limited to a maximum of 10% of the total order value.

- 13.3.2 Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the bidder, without prejudice to its rights in respect of goods delivered.
- 13.4 Liquidated Damages For Delayed Installation and Commissioning:In case of delay in installation and commissioning beyond the period stipulated in 13.1 above or any extensions sanctioned, BIS may at his option either:
- 13.4.1 Accept delayed installation and commissioning at prices reduced by a sum equivalent to one percent (1%) of the value of any goods not installation and commissioned for every week of delay or part thereof limited to a maximum of 10% of the total order value.
- 13.4.2 Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the bidder, without prejudice to its rights in respect of goods delivered.

14. RISK PURCHASE

In case the Contractor fails to deliver the quantity as stipulated in the delivery schedule, BIS reserves the right to procure the same or similar Goods from alternate sources at the risk, cost and responsibility of the Contractor.

15. IMPOSITION OF FINES / PENALTY

Subsequent to an order being placed against the quotation received in response to this enquiry if it is found that the goods supplied are not of the right quality or not according to specifications required by BIS or received in damaged or broken condition or otherwise not satisfactory owing to any reason of which BISshall be the sole judge, BISshall be entitled to reject the goods, cancel the contract and buy its requirements in the open market and recover the loss, if any, from supplier reserving to itself the right to forfeit the security deposit, if any, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected goods within 30 days of instruction to do so. Thereafter, they will lie entirely at the suppliers risk and responsibilities and storage charges along with any other charges applicable will be recoverable from the supplier.

16. TERMS OF PAYMENT:

A)The Terms of Payment are: The successful bidder shall furnish with in 15 days of placement of the order a Performance Security, from a Nationalized/ Scheduled Bank for 10% of the order value. Performance Security should remainvalid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. On acceptance of this condition and submission of Performance Security, as given in 3 of Part-III (Please see page 21), the Letter of Credit will be opened for 100% order value. If the firm fails to submit the same, the Contract shall be deemed as terminated and the firm's EMD will be forfeited. The Performance Security shall be furnished in the form a DD/PO favouring BUREAU of INDIAN STANDARDS (payable at Chandigarh)/ Performance Bank Guarantee as per format indicated in Annexure-5.

- B) Payment to foreign suppliers:
- (i) **Payment for imported items**: 80% payment shall be made by an Irrevocable Letter of Credit established in favour of the supplier at BIS HQ/ by concerned BIS laboratory, for the order value against the presentation of original shipping documents provided that the Performance Security for 10% of the order value within 15 days of placement of the order is given to BIS.20% of the order value of goods received shall be paid within 30 days of receipt of the goods and successful installation, **commissioning& training** upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance Security.
- ii) **Payment for indigenous items:**100% payment shall be made against delivery, installation, commissioning, training at site and on acceptance as per Purchase Order provided, that the Performance Security for 10% of the order value, within 15 days of placement of the order is given to BIS.

C) **Payment for Indian Suppliers:**100% payment shall be made against delivery, installation, commissioning, training at site and on acceptance as per Purchase Order provided, that the Performance Security for 10% of the order value, within 15 days of placement of the order is given to BIS.

17. TAXES

Taxes will be deducted by BIS wherever applicable.

18. INDEMNITY:

The Contractor shall indemnify and keep indemnifiedBISagainst 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 BIS 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.

19. CORRUPT OR FRAUDULENT PRACTICES

BIS requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts.

BIS 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; BISwill 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.

20. BISMAY TERMINATE THE ORDER, IF

- (a) The Contractor becomes insolvent;
- (b) A receiver, administrator, trustee or liquidator is appointed over a substantial part of its assets;
- (c) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (d) Serious discrepancy in the quality of the Goods is noticed during the inspection.
- (e)Delays in delivery beyond the scheduled date of delivery as stipulated in the order or any extensions sanctioned.
- (f) Delays in installation and commissioning beyond the period stipulated or any extensions sanctioned.
- (g) If the Contractor is in breach of any law or statute governing the supply of Goods/ Services;
- (h) The Contractor, in the judgement of the BIS, has engaged in corruptor fraudulent practices in competing for or in carrying out the Services under the Contract.
- (i) The Contractor enters into voluntary or involuntary bankruptcy or liquidation.

It shall also be lawful for BIS 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 BIS for such termination. Any such termination shall be without prejudice to any other right of the BIS under the Contract.

21. PUBLICITY

Any publicity by the Contractor in which the name of BIS is to be used, should be done only with the explicit written permission of BIS.

22. DISPUTES, ARBITRATION& LEGAL JURISDICTION

BIS 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 Director General, BIS, New Delhi. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

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 in New Delhi, where headquarter of BIS is located.

23. 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. All notices shall be issued by the authorized officer of BIS 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.

24.GOVERNING LANGUAGE

Governing language for the entire contract and communication thereof shall be English and / or Hindi only. In case of any dispute, the English version shall prevail.

25. LAW:

The contract shall be governed and interpreted under Indian Laws.

26. STAMP DUTY:

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

27. AUTHORIZED OFFICER:

The Authorized Officer on behalf of BIS shall be the Head, of the BIS Laboratory inviting the tender i.e. the Head of the Northern Regional Office Laboratory. In case of repeat orders by any other BIS Laboratory, the Head of concerned BIS Laboratory placing the repeat order shall be deemed to be the Authorized Officer in respect of the said order.

28. STANDARD FORMS TO BE UTILIZED BY THE BIS AND THE CONTRACTOR:

Annexure-5 BANK GUARANTEE BOND

Annexure-6CONTRACT AGREEMENT FORM

ANNEXURE-5

FORM OF BANK GUARANTEE BOND

	(hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an					
	Agreement dated made between and					
	and for					
	(hereinafter called "the said Agreement of					
	Performance Security 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					
	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 BIS an amount not exceeding Rs. against any loss or demand caused to or suffered or would be caused to or suffered by the BIS 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 BIS 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 BIS 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 BIS 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					
	BISunder or by virtue of the said Agreement have been fully paid and its claims satisfied or					

Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the

conditions of the said Agreement have been fully and properly carried out by the said

	said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee ismade on us in writing on or before thewe shall be discharged from allliability under this guarantee thereafter.
5.	Wefurther agree with the BIS that
	(indicate the name of Bank)
	BIS 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 BIS 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 BIS or any indulgence by BIS 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 BIS in writing.
Da	ated theday of20
	For
	(indicate the name of bank)

Annexure-6 CONTRACT FORM

AGREEMENT

Cont epugassig 1100 or me	ractor) (hereinafter referred to as gnant to the context or meaning the gns) of the ONE PART and the BIS 102 (hereinafter referred to as the BIS eaning thereof, be deemed to mean a	of between M/s (Name and Address of the the CONTRACTOR, which expression shall, unless it be hereof, be deemed to mean and include its successors and S of Indian Standards, 9-Bhadurshah Zafar Marg, New Delhi-S, which expression shall, unless it be repugnant to the context and include its successors and assigns) of the OTHER PART.
		urers/ mills/ authorized distributors/ dealers (Details of business)
ate		e, enacted by Parliament .BIS intends to purchase on s through Open orAdvertised / Limited / Single Tender enquiry
oid d on co	document and was selected as 'succontract prices, awarded the 'Letter of	dder) submitted his bid vide in accordance with the cessful bidder' pursuant to the bidding process and negotiation Acceptance' (LoA) No to the Contractor on abide the terms and conditions as mentioned in:
	_	ntract) of Tender Document".
	(Signature of Contractor/ Authorized Representative)	(Signature of Authorized Officer of BIS)
	Name	Name
	Designation	Designation
	Address	Address
	Seal of the Firm/Company	Seal of BIS
	Witness:	Witness:
	(Signature)	(Signature)
	Name of Witness	Name of Witness
	Address	Address

निविदादस्तावेज़ भागI: तकनीकीबोली

(क)पूर्व योग्यता मानदंड :

1.	बोलीलगा	नेवाल	ग ऐसीही/इ _र	सीतर	हकेउपकरणोंकीआपृ	र्गुर्तिकेरि	लेएपिछलेतीन	कैलेंडर	वर्षोंमेंपीएस	यू /
					प्राइवेटलिमिटेड					
	किसीअन्य	फर्मके	लिएभारतमें	व्याप	ारकररहा					हो
	।फर्मकीस्थ	गपना	केसत्यापनके	दस्ता	वेजप्रस्तुतकियाजाए	गा।				

- 2. बोलीदाताद्वाराकमसेकमतीनऐसीही / इसीतरहकेउपकरणऔरउनमेंसेएकपिछलेतीनसालमें भारत में आपूर्ति, स्थापनाऔरकमीशनहोनाचाहिए।इसकेअतिरिक्त, ग्राहकोंकीसूचीभीसंलग्नकियाजाएगा।
- 3. बोलीलगाने वाला सरकारकेयानिजीग्राहकोंको दिए गए उपकरणों के खरीदकेआदेशकीप्रतियां / खरीदारोंसेसंतुष्टियाइसीतरहकेउपकरणोंकीआपूर्तिकाकिसीअन्यदस्तावेज़केपत्र सबूतकेरूपमेंसंलग्नकरेगा।
- 4. बोलीलगानेवाला पिछलेतीनसालकेऑडिटेडबैलेंसशीटकीप्रतियांप्रस्तुतकरेगा।
- 5. बोलीलगानेवालेवैट / बिक्रीकर / पैन / सेवाकर / याकराधानकेउद्देश्यकेलिएकिसीभीअन्यपंजीकरण (भारतीयबोलीदाताओंकेलिए) कावैधप्रमाणलगानाहोगा।विदेशीकंपनियोंकेमामलेमें, बोलीलगानेवालोंकोअपनेहीदेशसेटैक्सरजिस्ट्रेशनकावैधप्रमाणलगादेनाहोगा।
- 6. बोलीदाताकोकालीसूचीमेंनहींहोनाचाहिए।
- 7. बोलीदाताद्वारापहले कभीभारतीयमानकब्यूरोकेकिसीभीनिविदाप्रक्रियासेबोलीवापसनहींलिया गया हो ।
- 8. बोलीदातापरस्परनियमवशर्तोकेआधारपर,6सालकीअवधिकेलिएवारंटीऔरव्यापकवार्षिकरखरखा वअनुबंधएकसंयोजनकेमाध्यमसेबिक्रीकेबादसमर्थनप्रदानकरनेकेलिएतैयारहो।

नोट :-<u>बोलीदाताको चेकलिस्ट मेंनिर्दिष्ट सभीअपेक्षितदस्तावेजोंको स्वयंसत्यापितकरके देना</u> होगा।बोलीदाता को सलंग्न चेकलिस्ट भरनी होगी।

पूर्वयोग्यतामानदंडकेलिएचेकलिस्ट (PQC)

बोलीदाताओंकोदाहिनेहाथकेकॉलममेंबक्सेमेंएकटिक (√) केसाथइसजांचसूचीकोभरनाहोगा।चेकलिस्टकेअनुसार, प्रासंगिकदस्तावेजभीतकनीकीबोलीकेसाथसंलग्नकियाजाएगा।

क्रसं	आवश्यकता	दस्तावेजप्रस्तुत	चेकबॉक	स
1.	बोलीदाताहै	1.मूलउपकरणनिर्माता	1.	
		2.डीलर / एजेंसी /	2.	
		आपूर्तिकर्ता /		
		सीधाआयातक		
2.	बोलीदातामेंआधारितहै	1 भारत	1.	
		2 विदेशमें	2.	
3.	बोलीलगानेवालेएकसार्वजनिकउपक्रम / स्वायत्तनिकाय / सार्वजनिकसीमित / प्राइवेटलिमिटेड /	1.पीएसयू / स्वायत्त	1.	
	स्वामित्वकंपनी / फर्महै	2. लिमिटेड /	2.	
		प्राइवेटलिमिटेड	3.	
		3. प्रोपेरैटी /	4.	
		साझेदारीफर्म /		
		एलएलपी		
		4. अन्य (बताएं		
4.	फर्मकीस्थापनाकेलागूदस्तावेज			
	- संलग्नकाप्रमाणपत्र	1.हाँ, विवरणसंलग्न	1.	
	-नियंत्रककार्यालय सेप्राधिकारपत्र	2.नहीं,		
	- भागीदारीविलेख / एलएलपी	विवरणसंलग्ननहीं	2.	
	- मालिकानाविवरण			
	- दूसरों (उल्लिखितकरना)			
5.#	करपंजीकरणकेलागूदस्तावेजसंलग्नः			
	-सेवाकर	1.हाँ, विवरणसंलग्न	1.	
	- वैट	2.नहीं,		
	-बिक्रीकर	 विवरणसंलग्ननहीं	2.	
	- पैन			
	- दूसरों(उल्लिखितकरना)			
6	पिछलेलगातारतीनसालकेलिएप्रतिवर्षकारोबारकेसंलग्नबयान।	1.हाँ, विवरणसंलग्न	1.	
		2.नहीं,		
		विवरणसंलग्ननहीं	2.	
7.	पिछलेतीनवर्षोंकेलिएलेखापरीक्षाकीबैलेंसशीटकीप्रतियांसंलग्न	1.हाँ, विवरणसंलग्न	1.	
		2.नहीं,	2.	
		विवरणसंलग्ननहीं		
8.	ग्राहकोंकीसूचीसंलग्न	1.हाँ, विवरणसंलग्न	1.	
		2.नहीं,	2.	
		विवरणसंलग्ननहीं		
9.	खरीदारोंयाखरीदकेआदेशयाग्राहकोंजिसेएकही /	1.हाँ, विवरणसंलग्न	1.	
	इसीतरहकेउपकरणआपूर्तिकीगईथीसेकिसीअन्यदस्तावेज़सेसंतुष्टिकेसंलग्नपत्र।			
		विवरणसंलग्ननहीं	2.	

10	बोलीदाता6	1.हाँ,	1. 🗆
	सालकीअवधिकेलिएवारंटीऔरव्यापकवार्षिकरखरखावअनुबंधकाएकसंयोजनकेमाध्यमसेबिक्रीकेबा	प्रदानकरनेकेलिएतैया	
	दसमर्थनप्रदानकरनेकेलिएतैयारहै	र	2. 🗆
		2. नहीं,	
		उपलब्धकरानेकेलिएतै	
		यारनहीं	
11	पहलेकेअवसरपरभारतीयमानकब्यूरोकेनिविदाप्रक्रियासेवापसलेलियाहैयानहीं	1. हाँ	1. 🗆
		2. नहीं	2. 🗆
12	कालीसूचीमेंडालाहैयानहीं	1. हाँ	1. 🗆
		2. नहीं	2. 🗆
13.	पहलेबीआईएसकेलिएआपूर्तिउपकरण / सेवाकीथी	1. हाँ	1. 🗆
##		2. नहीं	2. 🗆

- यहभारतीयबोलीदाताओंकेलिएहै।विदेशीकंपनियोंकेमामलेमें, बोलीलगानेवालोंकोअपनेहीदेशसेटैक्सरजिस्ट्रेशनकावैधप्रमाणलगादेनाहोगा।

- यहएकअतिरिक्तजानकारीहै।

ख): बोलीदाताओं के लिए निर्देश (सख्त अनुपालन के लिए)

बोली लगाने वाले पूर्व अर्हता मानदंड के सभी बिंदुओं (PQC) , चेक-सूची, तकनीकी विशिष्टता (अनुबंध-3) और अनुबंधकी शर्तों (भाग 3)को ध्यान से देखे और विशिष्टता, डिलीवरी की तारीख, वित्तीय और सभी अन्य विवरणके संबंध में पूर्ण अपनी बोली प्रस्तुत करे।

1 निविदा "दो बोली" प्रणाली के तहत प्रस्तुत करे। अर्थात दो अलग-अलग मुहरबंद लिफाफे- एक में तकनीकी बोली और अन्य में वित्तीय बोली। दोनों लिफाफेपर "तकनीकी बोली" और "वित्तीय बोली ' लिखा हो और एक अन्य सील लिफाफे में बंद हो। "दो बोलियां" के आधार पर नहीं मिली बोली को सरसरी तौर पर खारिज कर दिया जाएगा।

बोली दस्तावेज की सामग्री: लिफाफेमें निम्नलिखित शामिल होंगे:

लिफाफा नंबर 1 (तकनीकी बोली):

- (i) इस लिफाफे पर "लिफाफा-1 तकनीकी बोली" लिखा हो और सील बंद हो।
- (ii) इस में जांच सूची, तकनीकी विशिष्टता, ईएमडी, सूची में अन्य निर्धारित दस्तावेजों केप्रत्येक पृष्ठ विधिवत भरे औरबोलीदाता द्वाराहस्ताक्षर किएजाना चाहिए।

लिफाफा नं .2 (वित्तीय बोली):

- (i) इस लिफाफेपर "- वित्तीय बोली लिफाफा -2" लिखा हो और सील बंद हो।
- (ii) इस लिफाफेमें भाग 2 (वित्तीय बोली) में विवरण के अनुसार मालकी कीमत हो । यह बोलीदाता द्वाराविधिवत भरा जाना चाहिए और प्रत्येक पृष्ठ परहस्ताक्षर किएजाना चाहिए ।

कवर लिफाफा: दोनों मुहरबंद लिफाफे 1 और 2 अन्य लिफाफे में एक साथ रखा जाना चाहिए, और इसपरBIS/ NROL/ DEC 2016/ARTMनिविदा के लिए बोलीऔरनिविदा की देय तिथि" लिखा हो। बिना लिखे लिफाफे(जैसा कि ऊपर उल्लेख किया है)को नजरअंदाज किया जा सकता है।

2 तकनीकी बोलीके साथकेवल डिमांड ड्राफ्ट / पे ऑर्डर के रूप में बयाना जमा राशि (ईएमडी) राशि दिया जाएगा, ऐसा न करने पर प्रस्ताव को सरसरी तौर पर खारिज कर दिया जाएगा । भारतीय मानक ब्यूरो द्वारा बयाना पर कोई ब्याज भुगतान न किया जाएगा।

ईएमडी राशि जीएफआर के प्रावधानों के अनुसार असफल बोलीदाताओं को लौटा दी जाएगी। यह प्रदर्शन सुरक्षा की प्राप्ति के बाद सफल बोलीदाता को लौटा दी जाएगी।

ईएमडी की जब्ती:जमा की बोली सुरक्षा / बयाना जब्त किया जा सकता है यदि निविदाकर्ता निविदा की वैधता की अविध के भीतर किसी भी संबंध में प्रस्ताव वापस ले लेती है या संशोधन या derogates या यदि अगर सफल बोलीदाता निर्धारित समय सीमा में प्रदर्शन सुरक्षा का भुगतान नहीं करता या अनुबंध के पुरस्कार के बाद समझौते पर हस्ताक्षर करने में विफल रहता है।

- 3 बोली उत्तरीक्षेत्रीयकार्यालयप्रयोगशालाके स्वागत कक्ष पर रखे निविदा बॉक्स में डाली जा सकती है अथवा स्पीड पोस्ट/ रजिस्टर्ड डाक से उक्त पते पर भेजी जा सकती है। ईमेल /फैक्स / कूरियर के माध्यम से भेजा बोली को स्वीकार नहीं किया जाएगा।
 - 4. निविदाओं के उत्तरीक्षेत्रीयकार्यालयप्रयोगशालानियत समय और तिथि पहुँचाने कीजिम्मेदारी बोली लगाने वालों की है। बीआईएस किसी भी डाक देरी / हानि के मामले में जिम्मेदार नहीं होगा। नियत तारीख और समय के बाद प्राप्त बोली को स्वीकार नहीं किया जाएगा।
 - 5. तकनीकी बोली निविदा प्राप्त होने की अंतिम तारीख को निविदा नोटिस में उल्लेख समय और तिथि पर खोला जाएगा। बोली लगाने के अधिकृत प्रतिनिधि निविदा खोलने के समय उपस्थित रह सकते हैं।
 - 6. तकनीकी बोली में सफल बोलीदाताओं के वित्तीय बोली बाद में तय तारीख को खोला जाएगा। एक प्राधिकार पत्र के साथ बोली लगाने के अधिकृत प्रतिनिधि निर्धारित तिथि और समय पर उपस्थित रह सकते हैं।

- 7. बोली की वैधता:प्रस्ताव निविदा खोलने की तारीख से 180 दिनों के लिए वैध रहेगा।
- 8. बोली के साथ-साथ सभी आवश्यक दस्तावेजों पर अधिकृत व्यक्ति द्वारा हस्ताक्षर किए जाना चाहिए और मुहर लगी, ऐसा न होने पर बोली को अस्वीकृति किया जासकताहै।
- 9. प्रमुख (उत्तरीक्षेत्रीयकार्यालयप्रयोगशाला), भारतीय मानक ब्यूरो किसी भी बोली या सभी बोलियों को बिना कोई कारण बताए स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

10प्रक्रिया गोपनीय होने के लिए:

परीक्षन, मूल्यांकन और बोलियों के तुलना और एक अनुबंध के पुरस्कार से संबंधित सूचना बोलीदाताओं को या किसी अन्य व्यक्ति जोआधिकारिक तौर पर इस प्रक्रिया के साथ संबंध नहीं रखता, को तबतकखुलासा नहीं किया जाएगा जबतकसफल बोलीदाता को ठेकादेनेकी जब तक की घोषणा नहीं की गई है।

- 11. बोली जमा करने के बाद उपकरणों के संबंध में किसी भी तरह की प्रचार अयोग्यता के रूप में माना जाएगा।
- 12. कोटेशनपर त्रुटि के किसी भी सुधार कोविधिवत कोटेशनहस्ताक्षर करने वाले व्यक्ति द्वारा प्रमाणीकृत किया जाना चाहिए। इसमें कोई ओवरराइटिंग नहीं किया जाएगा।
- 13. विशेष शर्तैं:भारतीय एजेंट, अगर उनके प्रधान (यानी विदेशी सप्लायर) की ओर से कोटेशनप्रस्तुत करतेहैंतोनिम्न सुनिश्चित करेंऔर निम्न प्रस्तुत करे:
- i) विदेशी प्रधानाचार्य के साथ एजेंसी करार की प्रति।
- ii) फर्म उपकरण के जीवनकाल के दौरान/ गारंटी / वारंटी अवधि समाप्त होने के बाद बिक्री के बाद सेवा और अपेक्षित पुर्जी कोउपलब्ध करनेका ख्याल रखना होगा।
- iii) भारत के बाहर क्रेडिट का पत्र खोलने के लिए बैंक शुल्क आपूर्तिकर्ता द्वारा वहन किया जाता है।

14. दरें कैसे उद्धृत किया जाना है:

14.1 मदों की लागत केवल वित्तीय बोली भाग- II: में स्पष्ट रूप से उल्लेख किया जाना चाहिए। निम्नलिखित विवरण शामिल किए जाने की जरूरत है:

क। बोलीदाता द्वारा आपूर्ति की जानेवालेमुख्य उपकरण, उपभोज्य, पुर्जों, जुड़नार (जो भी लागू हो) सामान की कीमत ब्रेक-अप। । भारतीय रुपए / अमरीकी डालर / यूरो में प्रत्येक आइटम के लिए यूनिट दर बोली (जो भी लागू हो)।दरे दरवाजा वितरण के आधार पर सीआईएफ आधार (लागत, बीमा और माल ढुलाई) पर कोट की जाये।

ख। बोली में निर्धारित अपनी दरें मेंराज्य बिक्री कर, उत्पाद शुल्क या किसी भी अन्य लागू करों / शुल्क, विशेष रूप से उद्धृत की जाये। ऐसे किसी शर्त के अभाव में, यह माना जाएगा कि कीमतों में सभी तरह के करों / शुल्क शामिल हैऔर इसबारेमेंकोई दावा विचार नहीं किया जाएगा।

ग। भाग- II: वित्तीय बोली में दिएगएफॉर्मेटपेअपनी निर्धारित दरें, अन्य शुल्क लागू करों और शुल्कों को उद्धृत करें

घ। उपकरण, छह साल के लिए प्रदर्शन के लिए सपोर्ट किया जाना आवश्यक है अर्थात, वारंटी के तीन साल और CAMC (व्यापक वार्षिक रखरखाव अनुबंध) के तीन साल। यदिबोलीदाता द्वारा की पेशकश की वारंटी तीन वर्ष से कम का होता है, तो बोली लगाने वाले कोवारंटी की शेष अविध के लिए औरसाथ ही, चौथे, पांचवें और छठे साल के लिएवार्षिक CAMC, दरें देनीहोगी, कृपया वित्तीय बोली भाग-॥ के (बी) का संदर्भ लें:

वित्तीय बोली काकुल उद्धृकीमत परमूल्यांकनिकयाजाएगा,जो उपकरण काइकाई मूल्य और उपकरणों के संचालन के छह वर्ष तक CAMC चार्जसका एक संयोजन है। भुगतान उपकरण की इकाई मूल्य, जो वारंटी अवधि को भी कवर करतीहै के लिए किया जाएगा। भाग द्वितीय के प्रभार (बी) वित्तीय बोली में उद्धृत CAMC चार्जस,CAMC शुरू होनेके बाद वार्षिक आधार पर देय होगा। ङ)।कीमतोंकोभारतीयरुपए (INR) / अमरीकीडालर / यूरो (जोभीलागूहो) मेंउद्धृतकियाजाएगा।यदिदरेंविदेशीमुद्रामेंउद्धृतकररहेहैं, तोआईएनआरकेलिएरूपांतरणदर(भारतीयरिजर्वबैंककीदर)

निविदाजमाकरनेकीअंतिमतारीखकोलागृदरहोगी।वित्तीयबोलीकामूल्यांकनभारतीयरुपयोंमेंमूल्यकेआधारपरिकयाजाएगा।

च । बीआईएस पूर्ण सीएसटी का भुगतान करती है और न ही फार्म सी है और न ही फार्म डी प्रदान किया जाएगा।

झ। *उद्धृ*दरों निविदा की वित्तीय बोली खोलने की तारीख से एक वर्ष की अवधि के लिए वैध होगी।

ज। सफल बोलीदाता संतोषजनक ढंग से पैकिंग, फोरवर्डिंग, माल ढुलाई और बीमा, सीमा शुल्क निकासी, साइटपरप्रसव,स्थापना और कमीशन और बीआईएस कर्मियों के प्रशिक्षणके लिए जिम्मेदार है,।

ञ)भारतीय क्लियरिंग एजेंट के लिए एजेंसी कमीशन काभारतीय मानक ब्यूरो द्वारा भुगतान नहीं किया जाएगा और जोकिसप्लायर द्वारा वहन किया जाएगा। बीआईएस कस्टम क्लीयरेंस के समय में कस्टम शुल्क छूट प्रमाण पत्र प्रदान करेगा और आपूर्तिकर्ता कोसीमा शुल्क निकासी प्राप्त कर निर्दिष्ट स्थान पर माल देनाहोगा।

14.2बोलीलगानेवालेसेउद्धृतराशिपरपहुंचनेकेलिऐदरोंकाहिसाबतकनीकीबोलीकअनुबंध

मेंदीगईतकनीकीविशिष्टताओंएवंस्पष्टरूपसेउल्लेखशर्तेंकोध्यानमेंरखतेहुएलगानेकीउम्मीदहै।; g ekuk tk, xk fd बोलीलगानेवालेus बोलीnsus I sigys dk; ki ds fy, ml dh बोलीdh I R; rk Vkj i; ki rrk Vkj संलग्न प्रपत्र (भाग-दो) ea dfFkr njka Vkj eN; li solks tks nja Vkj eN;]; fn Vll; Fkk i ko/kku u gks rkj Bsds ds rgr ml ea l Hkh nkf; Roka Vkj dk; ki ds mfpr i dkj I s I eki u Vkj Vuj {k.k ds fy, Vko'; d I Hkh ekeyka Vkj phtka dks I ekigr djrs gl ds I sik ea vi us Vki dks I rlV dj fy; k gl वित्तीय बोली स्पष्ट रूप से बोलीदाता द्वारा निर्दिष्ट स्थानों पर वस्तुओं की आपूर्ति के लिए भुगतान की जाने वाली सभी करों स्थानीय करों सहित दर्शाया जायेगाऔर ऐसे किसी भी खाते पर अतिरिक्त भुगतान के लिए किसी भी दावे पर विचार नहीं किया जाएगा।.

14.3बोलीदाता द्वारा उद्धृत कीमत, दोहराने के आदेश (एस) के लिए लागू होगा यदिदोहराने काआदेश सप्लायर कोदियाजाता है।

हालांकि, भारतीय मानक ब्यूरो आदेश नहींदोहराने काअधिकार सुरक्षित रखता है।

15. समझौते के निष्पादन:ठेकादेनेके समय समझौते पर अमल करने के लिए, प्रति अनुबंध 6के रूप में 100/- रुपये की गैर-न्यायिक स्टाम्प पेपर पर निष्पादितकरनाअनुबंध और वेतन स्टांप शुल्क, समझौते के लिए कानूनी और सांविधिक शुल्क, यदि कोईहैतोउसकाभीबुगतानसफलबोलीदाता पर निर्भर होगी। की तारीख पर लागू के रूप में।

कृपया ध्यान भाग- III : अनुबंध की शर्तोंके रूप में दी, अनुबंध की शर्तों को पढ़ने।

16. निविदा सूचना और बोली लगाने वालों के लिए निर्देश अनुबंध का एक हिस्सा होगा।

ग) भारतीयमानकब्यूरोऔरबोलीदाताओंद्वाराउपयोगकरनेकेलिएअन्यमानकफार्म

1.	अनुबंध–1	बोलीदाताओंद्वाराप्रस्तुतविवरण
2.	अनुबंध–2	निविदादस्तावेजकेअनुच्छेदसेविचलनकेबारेमेंबयान
3.	अनुबंध–3	तकनीकीविशिष्टता
4.	अनुबंध–4	बोलीदाताओं द्वारातकनीकीअनुपालनवक्तव्य

अनुबंध-1 बोलीदाताओं द्वारा प्रस्तुत विवरण

- 1.फर्म / कंपनी का नाम:
- 2 विवरण पंजीकरण / आयात लाइसेंस यदि वैधता की तारीख के साथ किसी भी:

संचार के लिए 3. पता:

- 4. टेलीफोन नं .:
- 5. ई-मेल:
- 6. निर्माता का नाम और पता (अलग है)
- 7. बैंक खाता विवरण। मालिक / साथी / निदेशक / प्राधिकृत हस्ताक्षरकर्ता की
- 8. विवरण, नाम पता
- 9. पैन, फर्म / कंपनी के टिन संख्या:
- 10 सेवा कर पंजीकरण:
- 11. ईएमडी ड्राफ्ट संख्या / बैंक की .तिथि व नाम:

यह प्रमाणित किया जाता है की उपरोक्त तथ्य मेरे ज्ञान और विश्वास के अनुसार सही हैं। मैं / हमने निविदा दस्तावेजकी शर्तों को पढ़karसमझ लिया है।

मैं हम निविदा दस्तावेज /के इन नियमों और शर्तों का पालन करने के लिए एक वचन देते है।

नाम और फर्म / कंपनी के हस्ताक्षर फर्म / कंपनी की मुहर तारीख

अनुबंध - 2 निविदादस्तावेजकेअनुच्छेदसेविचलनकेबारेमेंबयान

निविदा के खंड स0	विचलन केविवरण	औचित्य सहित टिप्पणी
	निविदा के खंड स0	निविदा के खंड स0 विचलन केविवरण

अनुबंध - 3

IS 15658:2006 के अनुसार पहले से तैयार कांक्रीट ब्लॉकों के घर्षण प्रतिरोध परीक्षण के लिए घर्षण प्रतिरोध परीक्षण मशीन (घर्षण पाउडर के साथ) कीतकनीकीविशिष्टता

Equipment Details Purpose: Test equipment for Abrasion Resistance test (with Abrasive Powder) for Precast Concrete Blocks for Paving as per IS 15658:2006 as described in Annexure-E of IS 15658:2006 and Annex G of IS 1237:2012 (see Fig. 4 of IS 15658), complete with abrasive powder, all required fixtures, tools, accessories etc.and as per details given below:

क्रम0	पुरजा/फिक्स्चर /	आवश्यकतायें
स0	सहायक / स्पेयर	
	पार्ट्स / CRMs आदि	
(1)	(2)	
(1)	(2)	(3)
1.	Equipment Description	Abrasion test equipment as described in Annexure-E of IS 15658:2006 and Annex G of IS 1237:2012 (see Fig. 4 of IS 15658:2006). The testing apparatus shall be a grinding device consisting essentially of a horizontally fixed smooth grinding disc of about 750 mm diameter, rotating about a vertical axis and furnished with a replaceable grinding path. Arrangement to indicate/ measure, track wear shall also be provided. Machine shall be supplied with abrasive powder as per details given at S.No. 7 below. The essential features of the equipment shall be as stated below:
2.	Grinding Path (Clause G-2.2 of IS 1237:2012):	Cast iron shall be used as the material for grinding path. Its scaleroscope hardness shall lie between 30 and 50. This hardness shall be ascertained at least 10 times on the rim and at several points in the grinding path by means of a Shore's scaleroscope with diamond hammer. Test certificate from NABL accredited / Govt. lab in this regard shall be supplied with equipment. The grinding path shall be a 200 mm wide annular space on the grinding disc between
		distances of 120 mm and 320 mm from the centre. The grinding path shall be repairable/ replaceable when it has worn out by more than 0.5 mm after use or when the furrows formed in it exceed 0.2 mm in depth. Supplier to provide the necessary support services in this regard.
3.	Rotation Disc(Clause G-2.3 of IS 1237:2012):	The disc shall be driven at 30 rev/min. There shall be automatic mechanisms for counting, indicating the revolutions of the disc and for stopping the disc after every 22 revolutions with digital display. Revolution Counter shall have range 0-99 (Digital Display) Calibration certificatewith NABL Logofrom NABL accredited lab in this regard shall be supplied with equipment. In addition to revolution counting and automatic stopping mechanism, Digital Test cycle counter having range 0-99, Least count 1 shall also be provided. (Please see E-3.6 of IS 15658)
4.	Holding Device for Test Specimen (Clause G-2.4 of IS 1237:2012):	The holding device shall consist of a square frame, open on one side and made of cast iron or steel; it shall be of about 40 mm height, with its lower edge about 5 mm above the surface of the grinding disc and so positioned that its centre is at a distance of 220 mm from the centre of the disc. It shall necessarily, but loosely, hold the specimen.
5.	Loading Device(Clause G-2.5 of IS 1237:2012):	The loading device shall consist of a steel lever. A short arm of the lever shall be provided with a counter weight just to balance the weight of the long arm and of the weighing disc, so that the pressure stamp just touches the specimen prior to the loading.

	1	I
		The lever shall move freely about the fulcrum without appreciable friction. During test, the lever shall remain nearly parallel to the upper surface of the disc. The connection of the pressure stamp to the lever shall be through a self-aligning joint permitting free relative movement but at the same time ensuring a central load on the specimen being tested.
		Suitable loading weights shall be applied at the end of the long arm of the lever so that, as magnified by the leverage, a net load of 294±3 N. is applied through the pressure stamp on to the specimen. The accuracy of the load shall be verified both by calculation and by measurement with suitable instruments for paving block specimen.
		Calculation sheet and Test certificate from NABL accredited / Govt.lab in this regard
		shall be supplied with equipment.
6.	Clause E-3.5 of IS 15658:2006	Equipment shall be Fitted with arrangement for drip-wetting of the central portion of the track, about 30 mm from the specimen (opposite to the direction of motion the disc), by supplying water drops at the rate of 180 to 200drops (13ml) per minute. Abrasive powder continuously returns to the effective area of the track.
7.	Abrasive Powder conforming to all requirements of	Abrasive Powder conforming to all requirements of Clause G-3 of IS 1237:2012 (REQUIREMENT FOR ABRASIVE POWDER TO BE USED IN THE ABRASION TEST) as detailed below:
	Clause G-3 of IS	Clause G-3.1 Chemical Composition: The abrasive powder shall have an aluminium
	1237:2012	oxide content of not less than 95 percent by mass.
		Clause G-3.2 Shape and Size: The grains shall be of rounded shape. The size shall
		conform to the requirements given in Table 3 of IS 1237:2012.
		Clause G-3.3 Specific Gravity: The specific gravity of the grains shall be between 3.9 to
		4.1.
		Clause G-3.4 Hardness: The grains shall generally have a hardness of 9 in Moh's scale.
		Test certificate from NABL accredited/Govt. lab in this regard shall be supplied with
		equipment. Approx. Quantity required 200kg
		Approx. Quality required 200kg

अनुबंध–4

IS 15658:2006 के अनुसार पहले से तैयार कांक्रीट ब्लॉकों के घर्षण प्रतिरोध परीक्षण के लिए घर्षण प्रतिरोध परीक्षण मशीन (घर्षण पाउडर के साथ) के लिए बोलीदाताओं द्वारा तकनीकीअनुपालनवक्तव्य

क्रम0	तकनीकीविशिष्टता		बोलीदाताद्वारा	कालम (२)	टिप्पणी
स		(अनुबंध – 3)	उद्धरणविवरण	से विचलन,	
0				यदि हो	
(1)		(2)	(3)	(4)	(5)
1.	Equipment Description	Abrasion test equipment as described in Annexure-E of IS 15658:2006 and Annex G of IS 1237:2012 (see Fig. 4 of IS 15658:2006). The testing apparatus shall be a grinding device consisting essentially of a horizontally fixed smooth grinding disc of about 750 mm diameter, rotating about a vertical axis and furnished with a replaceable grinding path. Arrangement to indicate/ measure, track wear shall also be provided. Machine shall be supplied with abrasive powder as per details given at S.No. 7 below. The essential features of the equipment shall be as stated below:			
2.	Grinding Path (Clause G-2.2 of IS 1237:2012):	Cast iron shall be used as the material for grinding path. Its scaleroscope hardness shall lie between 30 and 50. This hardness shall be ascertained at least 10 times on the rim and at several points in the grinding path by means of a Shore's scaleroscope with diamond hammer. Test certificate from NABL accredited / Govt. lab in this regard shall be supplied with equipment. The grinding path shall be a 200 mm wide annular space on the grinding disc between distances of 120 mm and 320 mm from the centre. The grinding path shall be repairable/ replaceable when it has worn out by more than 0.5 mm after use or when the furrows formed in it exceed 0.2 mm in depth. Supplier to provide the necessary support			
3.	Rotation Disc(Clause G-2.3 of IS 1237:2012):	services in this regard. The disc shall be driven at 30 rev/min. There shall be automatic mechanisms for counting, indicating the revolutions of the disc and for stopping the disc after every 22 revolutions with digital display. Revolution Counter shall have range 0-99 (Digital Display) Calibration certificatewith NABL Logofrom NABL accredited lab in this regard shall be supplied with equipment. In addition to revolution counting and automatic stopping mechanism, Digital Test cycle counter having range 0-99, Least count 1 shall also be provided. (Please see			

		E-3.6 of IS 15658)		
4.	Holding Device for Test Specimen (Clause G-2.4 of IS 1237:2012):	The holding device shall consist of a square frame, open on one side and made of cast iron or steel; it shall be of about 40 mm height, with its lower edge about 5 mm above the surface of the grinding disc and so positioned that its centre is at a distance of 220 mm from the centre of the disc. It shall necessarily, but loosely, hold the specimen.		
5.	Loading Device(Clause G-2.5 of IS 1237:2012):	The loading device shall consist of a steel lever. A short arm of the lever shall be provided with a counter weight just to balance the weight of the long arm and of the weighing disc, so that the pressure stamp just touches the specimen prior to the loading. The lever shall move freely about the fulcrum without appreciable friction. During		
		test, the lever shall remain nearly parallel to the upper surface of the disc. The connection of the pressure stamp to the lever shall be through a self-aligning joint permitting free relative movement but at the same time ensuring a central load on the specimen being tested. Suitable loading weights shall be applied at		
		the end of the long arm of the lever so that, as magnified by the leverage, a net load of 294±3 N. is applied through the pressure stamp on to the specimen. The accuracy of the load shall be verified both by calculation and by measurement with suitable instruments for paving block specimen. Calculation sheet and Test certificate from NABL accredited / Govt.lab in this regard shall be supplied with equipment.		
6.	Clause E-3.5 of IS 15658:2006	Equipment shall be Fitted with arrangement for drip-wetting of the central portion of the track, about 30 mm from the specimen (opposite to the direction of motion the disc), by supplying water drops at the rate of 180 to 200drops (13ml) per minute. Abrasive powder continuously returns to the effective area of the track.		
7.	Abrasive Powder conforming to all requirements of Clause G-3 of IS 1237:2012	Abrasive Powder conforming to all requirements of Clause G-3 of IS 1237:2012 (REQUIREMENT FOR ABRASIVE POWDER TO BE USED IN THE ABRASION TEST) as detailed below: Clause G-3.1 Chemical Composition: The abrasive powder shall have an aluminium oxide content of not less than 95 percent by mass. Clause G-3.2 Shape and Size: The grains		
		shall be of rounded shape. The size shall conform to the requirements given in Table 3 of IS 1237:2012. Clause G-3.3 Specific Gravity: The specific gravity of the grains shall be between 3.9 to 4.1. Clause G-3.4 Hardness: The grains shall		

generally have a hardness of 9 in Moh's scale.
Test certificate from NABL accredited/Govt. lab in this regard shall be supplied with equipment. Approx. Quantity required 200kg

ध्यानदें:

कालम(3)में"हमपालनकरतेहैयाहाँ यापालन किया"केरूपमेंअपनीप्रतिक्रियानदे

कालम(3)मेंआपूर्तिकियेजानेवालेउपकरणोंकीवास्तविकविशिष्टताओंकाउल्लेखकरे।

कालम(2)सेविचलन, यदिकोईहो, तोकालम(4)मेंउल्लेखकरे

भागााः वित्तीयबोली

1.	वित्तीयबोली	(बोलीदा	ताओंकेलिएनि	र्देशकेलिएकृप	या,निविदाद	स्तावेजकेपेज- <mark>33</mark>	सेपेज	-35देखें)	"वित्तीयबोली'
\bigcirc	\sim \sim	> >·			$\sim \sim \sim \sim$	$\sim \sim $		`	
लिर	बाएसालबदालप	त्तफमप्रस्	नुताकयाजाएग	ा, दरप्रत्यकघ	टककाावानव	र्शकीचर्चाकरतेहुः	एउद्धृता	कयाजाएगा	1

वित्तीयबोलीकुलकीमतपरमूल्यांकनकियाजाएगाजोउपकरणऔरउपकरणोंकेसंचालनकेछहवर्षतकCAMC कीइकाईमूल्यकाएकसंयोजनहै।भुगतानउपकरणकीइकाईमूल्यकेलिएजिसमेवारंटीअवधिकवरहै, केलिएकियाजाएगा।CAMC

प्रभारCAMC

श्रूहोनेकेबाद,

वित्तीयबोलीभागके

(बी)मेंउद्धृतरूपमेंवार्षिकआधारपरदेयहोगा ।

3. वित्तीयबोलीप्रस्तुतकरनेकेलिएप्रारूपनीचेदीगईहै:

(अलग-अलगमुहरबंदलिफाफेमेंप्रस्तुतिकयाजाना)

(क)यनिटमल्य

\mathbf{S}	अंग	यूनिटमूल्य	लागकर	कुलयूनिटकीम	वारंटीकीअव
No.	जग तकनीकीविनिर्देशकेअनु सार(अनुबंध–3)	यू।नटमूल्य (INR / अमरीकीडालर / यूरोमें) नामितवितरणकेबिंदु परसभीकरोंकेअनन्य	लागूकर (INR / अमरीकीडालर / यूरोमें) (iii)	तकरोंकेसमावे शी (INR / अमरीकीडाल र / यूरोमें)	धि धि (1/2/3 वर्ष)
	(i)	(ii)	(111)	(iv)	(v)
1.					
2					
3					

(ख)व्यापकवार्षिकरखरखावअनुबंध (CAMC) प्रभार (रुपयोंमें):

क्रम	संघटक	2 वर्ष	3वर्ष	4 वर्ष	5 वर्ष	6 वर्ष
oस						
0						
1	CAMC *					
2.	लागूकर					
3.	कुल					

बोली (ए + बी) (करोंसहित) (शब्दोंमें) कीकुलकीमत	
बोलीलगानेवाः 	
	नामपता
	तारीख

ध्यानदें:

i)छुटयापैकेजकीकीमतप्रभावितकरनेवालेकिसीभीअन्यप्रस्तावोंकेवलयहाँउल्लेखकियाजानाचाहिए।छुटयापैकेजकीकीमतप्र भावितकरनेवालेकिसीभीअन्यप्रस्तावोंअन्यजगहपरउल्लेखपरविचारनहींकियाजाएगा।

- ii) बोलीकेसमापनकीतिथिपरलागूकरोंकेसाथकुलबोलीकेमूल्य (INR) केआधारपरमूल्यांकनकियाजाएगा।
- सालकेलिएCAMC अगरवारंटीअवधिएकवर्षकेलिएहैउद्धृतकियाजाएगा। और3 iii)

भाग- III: अनुबंधकीशर्तें

1. ठेकेदार: 'ठेकेदार' व्यक्तियाफर्मयाकंपनीशामिलहैयानहीं. बोलीलगानेकीप्रक्रियामेंयोग्यऔरअनुबंधकेउपक्रमऔरऐसीफर्मयाअनिगमितकंपनीयाकेरूपमेंऐसीफर्मयाकंपनीकेउत्तराधिका रियोंरचनाऐसेव्यक्तिकेकानुनीप्रतिनिधियाव्यक्तियोंकोशामिलकरेगागयाहैकाअर्थहोगामामलाहोसकताहैऔरऐसेव्यक्तियाफर्म याकंपनीकीअनुमतिदीअसाइनकरसकतेहैं। 2. संविदाकेपक्षकार: अनुबंधकरनेकेलिएपार्टियोंप्रदायक (जिसकाप्रस्तावभारतीयमानकब्यूरोद्वारास्वीकारकियाजाताहै) ठेकेदार औरभारतीयमानकब्युरोकीहोगी। प्रस्तावयाकिसीभीअन्यएकफर्मकेअन्यव्यक्तियोंकीओरसेअनुबंधकाहिस्साबनानेदस्तावेजपरहस्ताक्षरकरनेवालेव्यक्तिसंबंधित सभीमामलोंमें, इसतरहके (व्यक्ति बाँधकेकारणप्राधिकारीयाफर्ममामलाहोसकताहैकेरूपमेंसमझाजाएगाअनुबंधकरनेकेलिए।यहपायाजाताहैकिसंबंधितव्यक्तिइ सतरहकाकोईअधिकारनहींहै, भारतीयमानकब्यूरो, किसीभीअन्यसिविल / आपराधिकउपचारपरप्रतिकूलप्रभावडालेबिना, अनुबंधसमाप्तकरनेऔरहस्ताक्षरकर्ताऔर / याऐसीसमाप्तिकेलिएसभीलागतऔरनुकसानकेलिएउत्तरदायीफर्मपकड़सकताहै। 3. प्रदर्शनसुरक्षा विदेशीसप्लायरकेलिए: सफलबोलीदाताआदेशसेएकराष्ट्रीयकृत एकबिनाशर्तबैंकगारंटीप्रदर्शनआदेशमूल्यके10%केलिएअनुसूचितबैंककेप्लेसमेंटके15दिनोंकेभीतरप्रस्तुतकरेगा।प्रदर्शनसुरक्षा वारंटीदायित्वोंसहितआपूर्तिकर्ताकेसभीसंविदात्मकदायित्वोंकेपूराहोनेकीतारीखकेबाद60दिनोंकीअवधिकेलिएवैधरहेगी।इस साखपत्रबीआईएसमुख्यालयमें100%आदेशमूल्यकेलिएखोलाजाएगा हालतऔरबैंकगारंटीजमाकरनेकीस्वीकृतिपर, चिंतितप्रयोगशालाद्वारा।फर्मएकहीप्रस्तुतकरनेमेंविफलरहताहै,तोअनुबंधसमाप्तसमझाजाएगाऔरफर्मकेईएमडीजब्तकरली जाएगी। प्रतिअनुबंध-5मेंसंकेतस्वरूपकेरूपमेंप्रदर्शनबैंकगारंटीप्रदर्शनसुरक्षाडीडी/पीओभारतीयमानकब्यूरोकेपक्षकेरूपमेंप्रस्तुतकियाजाएगा(Chand igarh परदेय)। भारतीयप्रदायककेलिए: सफलबोलीदाताऑर्डरदेनेके15दिनोंकेभीतरएकराष्ट्रीयकृत / अनुसूचितबैंकसेऑर्डरमूल्यके10%केलिएएकबिनाशर्तप्रदर्शनबैंकगारंटीप्रतिअनुबंध-5मेंदिएस्वरूपकेरूपमें, प्रस्तुतकरेगा, ।प्रदर्शनसुरक्षावारंटीदायित्वोंसहितआपूर्तिकर्ताकेसभीसंविदात्मकदायित्वोंकेपूराहोनेकीतारीखकेबादसाठदिनोंकीअवधिके लिएवैधरहेगा। किसीभीकारणहै इसअनुबंधयाकिसीअन्यखातेकीशर्तोंकेतहतप्रदायक ठेकेदारसेवसूलीयोग्यराशि, प्रदर्शनसुरक्षाकीराशिकिसीभीतरहकीकटौतीकीवजहसेकमहोजाताहै, प्रदर्शनसुरक्षामामलेमेंकीराशिसेकटौतीकीजासकती, भारतीयमानकब्यूरोसेमांगकीसूचनाप्राप्तहोनेकेकुछहीदिनोंकेभीतर, ठेकेदारकरेगा. पंद्रह (15)ठेकेदारद्वाराबैंकगारंटीकेमाध्यमसेजमाकियाजाताहै, अच्छाघाटाबनातेहैं।मामलेमें, स्रक्षाप्रदायक तोनष्टयासंयुक्तराष्ट्रनष्टनुकसानकेलिएयाकिसीभीउल्लंघनयाविफलतायाअनुबंधकेनिर्धारणकेलिएकोईजुर्माना, पहलेबीआईएसकेलिएभुगताननहींकियाहै,तुरंतमांगपरभुगतानकियाजाएगाकेतहतकियाऔरकहाकिगारंटीकेमामलेमेंभारती यमानकब्यूरोसेकहाबैंकरोंद्वारा। ठेकेदारजुर्माना,

इसअनुबंधकीअवधिकेदौरान, दंडकेरास्तेऔरकांट्रेक्टर,भारतीयमानकब्यूरोसेकीवजहसेकिसीभीअन्यराशिकीवसूलीकेद्वाराइसअनुबंधकेतहतअपनेदायित्वों

याकिसीअन्यबकायाराशिकीवजहसेऔरवफादारप्रदर्शनकेडिफ़ॉल्टमेंहैउसकेअन्यअधिकारऔरउपचारइसकेअधीनयालागूकानू नपरप्रतिकृलप्रभावडालेबिना, मेंफोनकोबनाएरखनेऔरप्रदर्शनसुरक्षाउपयुक्तकरनेकाहकदारहोगा।

कुछभीनहींकेसाथसाथउल्लेखठेकेदारसे,केमामलेमेंएकहीउपरोक्तकेरूपमेंएकसूटयाकिसीअन्यमाध्यमसेउबरनेकेलिएकिसीभी तरहकेनुकसान, क्षति, लागत, शुल्कऔरखर्चप्रदर्शनसुरक्षाकीराशिसेअधिकनहींहोगीसेबीआईएसवंचितकरनाहोगा।

प्रदर्शनस्रक्षा,

यदिकोईहो,सभीविवादोंजबतकरखाजाएगाकेबीचदोनोंदलोंकेलिएभारतीयमानकब्यूरोकीपूरीसंतुष्टिकेलिएबसगयाहै।प्रदर्शन सुरक्षाप्रदानकीनिम्नलिखितवहाँठेकेदारपरबीआईएसकाकोईबकायादावाकररहेहैंकिपूराकरनेकीतिथियाइसअनुबंधकीसमाप्ति कीतारीखसाठदिनोंकेभीतरभारतीयमानकब्यूरोद्वाराठेकेदारकोलौटादीजाएगी।

4. अनुबंधदस्तावेजः

अनुबंधकेगठनदस्तावेजोंएकपार्टीद्वाराअन्यकोपरस्परसमझायागयामानाजाएगा. लेकिनअस्पष्टतायाविसंगतियोंकेमामलेमेंबीआईएसकेप्राधिकृतअधिकारीजोठेकेदारकोआवश्यकअनुदेशजारीकरेगाऔरऐसी स्थितिमेंअनुबंधकेअनुसारअनुबंधकेदस्तावेजोंकोइसप्रकारप्राथमिकतादीजाएगी:

- i) समझौते
- ii) अनुबंधकेनियमऔरशर्तों
- iii) निविदासूचनाऔरनिविदादस्तावेज
- iv) क्रयआदेश / स्वीकृतिकापत्र
- v) किसीभीअन्यपत्राचारअनुबंधकेसंबंधमेंदोनोंपक्षोंकेबीचआदान-प्रदानकिया।
- vi) ठेकेदारकाप्रस्ताव
- 5. मालकीमात्रा / आपूर्तिजगह/ व्यक्तिऑर्डरदेसकतेहैंएकनंबरIS 15658:2006 के अनुसार पहले से तैयार कांक्रीट ब्लॉकों के घर्षण प्रतिरोध परीक्षण के लिए घर्षण प्रतिरोध परीक्षण मशीन (घर्षण पाउडर के साथ)उत्तरीक्षेत्रीयप्रयोगशाला, भारतीयमानकब्यूरोमें, नीचेदिएगएपतेपरआपूर्तिकीजाएगी:

प्रमुख (उत्तरीक्षेत्रीयकार्यालयप्रयोगशाला) भारतीयमानकब्यूरो उत्तरीक्षेत्रीयकार्यालयप्रयोगशाला बी-69, फेज सात, एसएएस नगर औद्योगिक फोकल प्वाइंट, मोहाली 160051

उत्तरीक्षेत्रीयकार्यालयप्रयोगशालाकेलिएमालकांआदेशप्रमुख(उत्तरीक्षेत्रीयप्रयोगशाला)द्वारादियाजासकताजोभारतीयमानक ब्यूरोद्वाराइसअनुबंधकेलिएआदेशकेलिएअधिकृतहै।अन्यबीआईएसप्रयोगशालाओंद्वारा दोहराएँआदेश (s), यदिकोईहो, उपर्युक्तप्रयोगशालाकेलिएएकIS 15658:2006 के अनुसार पहले से तैयार कांक्रीट ब्लॉकों के घर्षण प्रतिरोध परीक्षण के लिए घर्षण प्रतिरोध परीक्षण मशीन (घर्षण पाउडर के साथ)परीक्षणउपकरणकेसंतोषजनकस्थापनाऔरचालूहोनेकेबाददियाजाएगा।सम्बंधितप्रयोगशालाकेप्रमुखजोकीबीआईएस द्वाराअधिकृतहैकेद्वारामालकापुनःआदेशदियाजासकताहै।हालांकि, प्राधिकृतअधिकारीआदेशनदुहरानेकेअधिकारकोसुरक्षितरखतेहै।

6. परिवहन:

आपूर्तिकर्ताके पास जहांलागूहै, कोटेड उपकरणकेलिएभारतसरकारकेदिशानिर्देशोंकेअनुसारएकआयातलाइसेंसहोना आवश्यकहै।मालनीचेखण्ड8 मेंनिर्दिष्टस्थलोंपर वितरितिकयाजाएगाऔरलोडिंगअनलोडिंगऔरपरिवहनशामिलहोगा।परिवहनकेदौरानक्षतिग्रस्तमाल ठेकेदारकी कीमतपरप्रतिस्थापितिकयाजायेगा ।बीआईएसजहांलागूहोआयातितवस्तुओंकेलिएसीमाशुल्कछूटप्रमाणपत्रप्रदानकरेगाऔरसफलबोलीलगानेवाले आवश्यकसीमाशुल्कनिकासीकेलिएजिम्मेदारहोंगे।

7. मालकीगुणवत्ताः

ठेकेदारद्वाराआपूर्तिकीजाने वाली सभीवस्तुओंकेइसबोलीके अनुबंध -3तकनीकीविशिष्टताओं केअनुरूपहोगी।

8. मालगंतव्यः

क) खरीदआदेशमें उल्लेखगंतव्यकेलिए

प्रमुख (उत्तरीक्षेत्रीयकार्यालयप्रयोगशाला) भारतीयमानकब्यूरो उत्तरीक्षेत्रीयकार्यालयप्रयोगशाला बी-69, फेज सात, एसएएस नगर औद्योगिक फोकल प्वाइंट, मोहाली 160051

ख) पुन: आदेश हेतु, यदि दिया जाए:अभी तक फैसला नहीं है, लेकिन यदि आवश्यक हो, यह साहिबाबाद, मुंबई, चेन्नई, कोलकाता में स्थित अन्य बीआईएस लैब्स के लिए हो सकता है

9. स्थापनाऔरकमीशनिंगः उपकरणोंकेस्थापनाऔरकमीशनसप्लायर द्वारापरेषितीकेपरिसरमेंबिनाचार्जकीजाएगी।श्रमऔरदूसरीव्यवस्थाआपूर्तिकर्ताकोकरनीहोगी।

10. वारंटी

10.उपकरणकीसभीमहत्वपूर्णघटकों / सामानकेसाथ, स्थापनाकेबादतीनवर्षकीएकन्यूनतमअवधिकेलिएपरेशानीमुक्तप्रदर्शनकेलिएगारंटीकीजानीहै।यदिवारंटीअवधितीनसालसेक महै, तोवित्तीयबोलीकेमूल्यांकनकेप्रयोजनकेलिएव्यापकवार्षिकरखरखावअनुबंधशेषअवधि (तीनवर्ष —वास्तविकवारंटीअवधिकोटेड)उपकरणोंकीलागतमेंजोड़ाजाएगा-।

10.2वारंटीअवधिकेदौरानदोष, यदिकोईहो, साइटपरप्रभारसेमुक्तमुफ्तप्रतिस्थापनकीव्यवस्थाकेसाथ, जहांआवश्यकहोसुधाराजाएगा ।वारंटीअवधिकेअंतिमछहमहीनोंमेंशिकायतोंसेमुक्तहोगा, ऐसानहोनेपरवारंटीअवधिअगलेछहमहीनेकेलिएबढ़ादीजाएगी।

11. नि: शुल्कप्रशिक्षण

आपूर्तिकर्ताद्वारास्थानपरस्थापनाऔरकमीशन केबाद, उपकरणोंके नियमितरखरखावऔरसुचारूचलानेकेलिएकमसेकमदोबीआईएसअधिकारियोंकेलागतसेमुक्तप्रशिक्षण प्रदानकियाजाएगा।

12. निरीक्षण / पूर्व-वितरणनिरीक्षण

बीआईएसडिलीवरीकेसमयपूर्ववितरणनिरीक्षण वितरणकेसमयनिरीक्षणकाअधिकारसुरक्षितरखताहै।विनिर्देशनकेअनुरूपमालकीआपूर्तिकरनेऔरइसकेसफलस्थापनाऔरक मीशनिंगकेलिएदायित्वआपूर्तिकर्तापरहोगा।

प्राधिकृतअधिकारीद्वारा,सप्लाईहोनेवालेमालकानिरीक्षणऔरजांचयातोकारखाने, गोदामपरयाकिसीभीजगह (ओं) जहांमालरखाहैयाजिसमेंसेयेप्राप्तिकियाजारहाहैऔरआपूर्तिकर्ताइसतरहकेनिरीक्षणऔरजांचकेलिएआवश्यकसुविधाप्रदानकरे गा।यदिमालनिर्दिष्टआवश्यकताओंकेअनुसारकेरूपमेंनहींपाएजातेहैं,

तोखरीदकेआदेशकोरद्दकरदियाजाएगाऔरउसकेबादबीआईएसखुलेबाजारसेमालखरीदकरनेकेलिएस्वतंत्रहोगा।बीआईएस कोकिसीभीतरहकेगैरअनुरूपमालकेलिएकिसीभीभुगताननहींकरनाहोगा।

सभीवस्तुओंअधिमानतआपूर्तिकर्तायाउसकेअधिकृतप्रतिनिधिकीउपस्थितिमें,

जबसंकुलिवतरणपरबीआईएसप्रयोगशालाओंमेंखोलागयाऔरस्थापनाकरनेसेपहलेभारतीयमानकब्यूरोद्वारानिरीक्षणिकया जाएगा।भारतीयमानकब्यूरोकेनिर्णयबाध्यकारीहोगा।अस्वीकृतमाल/आइटम / मालआपूर्तिकर्ता द्वाराऐसेमालकोहटानेकेलिएनोटिसप्राप्तहोनेके30िदनोंकेभीतरअपनीलागतऔरजोखिमपरसेहटादियाजाएगा, और, अस्वीकृतमाल/आइटम / मालआपूर्तिकर्ता द्वाराऐसेमालकोहटानेकेलिएकोईदायित्व बीआईएसपरलागूनहींकियाजासकता.

अस्वीकारमालकोदूरकरनेमेंआपूर्तिकर्ताकीओरसेचूककेमामलेमेंभारतीयमानकब्यूरोकेप्राधिकृतअधिकारीउन्हेंअन्यतरीकोंसेह टानेकीआजादीहोगी।प्राधिकृतअधिकारीकोखारिजकरदियामालकेप्रतिस्थापनकेलिएअन्यसाधनोंकेमाध्यमसेअन्यवस्तुओंकी खरीदकरनेकेलिएपूर्णशक्तियोंहोगी।इसतरहहटानेऔर / याप्रतिस्थापन परसभी, खर्च, सप्लायरद्वारावहनकियाजाएगा। प्राधिकृतअधिकारी,

आपूर्तिकीवस्तुओंजोजोसंविदाकीविशिष्टताएंकेअनुसारनहींहैंयाभारतीयमानकब्यूरोद्वाराअनुमोदितनमूनेकेअनुरूपनहींहै, यदिकोईहो, किसीभीयासभीकोहटानेकेबारेमेंफैसलाकरनेकेलिएपूर्णअधिकारहोगा।

13. आपूर्ति, स्थापनाऔरकमीशनकेलिएसमयहै।

- 13.1वितरणकेसमय, सफलस्थापनाऔरकमीशनकेलिएअनुमतिखरीदआदेश (पीओ) कीतारीखसे8सप्ताहहोगी।विदेशीआपूर्तिकर्ताओंकेमामलेमें, वितरण, सफलस्थापनाऔरकमीशनकीतारीखक्रेडिट (एलओसी) केपत्रकेशुरूकरनेके8सप्ताहकेभीतरहोजाए।
- 13.2 विलंबितआपूर्तिकेलिएनष्टहर्जानाः आदेशमेंनिर्धारितसमयऔरमालकीडिलीवरीकीतारीखअनुबंधकामूलतत्त्वकेरूपमेंसमझाजाएगा।डिलीवरीकीतारीखयाप्राधि कृतअधिकारीद्वारामंजूरकी किसीभीएक्सटेंशन सेपरेआदेशकेनिष्पादनमेंदेरीकेमामलेमें, भारतीयमानकब्यूरोउसकेविकल्पपरयातोः -
- 13.3.वितरितमेंदेरीकेहरसप्ताहयाभागकेलिएसामानकेकुलमूल्यकाएकप्रतिशत (1%) याकुलआदेशमूल्यका10% कीएकअधिकतमकेबराबरराशिसेकमकीमतपरदेरीवितरणस्वीकारकरें।
- 13.3.2आर्डरकाहिसायापूराआर्डररद्दकरऔरइसतरहकेरद्दमात्रामेंवितरितमालकेसंबंधमेंअपनेअधिकारपरप्रतिकूलप्रभावडाले बिनाऔरबोलीलगानेवालेकेअकाउंटऔरजोखिममेंकहींऔरसेखरीद।
- 13.4विलंबितस्थापनाऔरकमीशनकेलिएनष्टहर्जानाः स्थापनामेंदेरीकेमामलेमेंऔरअवधिसेपरेकमीशनऊपर13.1मेंनिर्धारितकीगईयाकिसीएक्सटेंशनकोमंजूरीदी, भारतीयमानकब्यूरोमईउनकेविकल्पपरयातोः
- 13.4.1देरीस्थापनाऔरस्वीकारेंकिसीभीमालनहींस्थापनाकेमूल्यकाएकप्रतिशत (1%) केलिएएकबराबरराशिसेकमहोऔरदेरीयाभागकेहरसप्ताहकेलिएकमीशनकीकीमतोंमेंउसकेकुलका10%कीएकअधिकतमकरने केलिएसीमितपरकमीशनऑर्डरकामूल्य।
- 13.4.2 आदेशरद्दहिस्सायाभराहुआहैऔरइसतरहकेरद्दमात्रामेंवितरितमालकेसंबंधमेंअपनेअधिकारपरप्रतिकूलप्रभावडालेबिनाअकाउं टऔरबोलीलगानेकेजोखिममेंकहींऔरसेखरीद।

14. जोखिमखरीद

मामलेमेंठेकेदारमात्रामेंवितरितकरनेकेलिएकेरूपमेंवितरणकार्यक्रममेंनिर्धारितविफलरहताहै, बीआईएसजोखिम, लागतऔरठेकेदारकीजिम्मेदारीपरवैकल्पिकस्रोतोंसेएकहीहैयाइसीतरहकेसामानकीखरीदकरनेकाअधिकारसुरक्षितरखताहै। 15. जुर्माना / दंड

एकआदेशकेबादइसजांचकेजवाबमेंप्राप्तउद्धरणकेखिलाफरखाजारहाहैकियदियहपायाजाताहैकिमालकीआपूर्तिकीसहीगुणव त्ताकेहैंयानहींविनिर्देशोंभारतीयमानकब्यूरोद्वाराकीआवश्यकताहैयाक्षतिग्रस्तमेंप्राप्तयायूटहालतयाअन्यथासंतोषजनकनहींक रनेकेकारणकेअनुसारनहींकिसीभीकारणसेजोबीआईएसएकमात्रजजहोजाएगा, बीआईएसमालकोअस्वीकारकरने, अनुबंधकोरद्दकरनेऔरखुलेबाजारमेंअपनीआवश्यकताओंकोखरीदनेकेलिएऔर, यदिकोईहो, नुकसानकीवसूलीआपूर्तिकर्ताखुदकोसुरक्षाअर्थदंडकरनेकेलिएसहीआरक्षितसेहकदारहोगाजमा, यदिकोईहो, अनुबंधकेखिलाफआपूर्तिकर्ताद्वारादीगई।आपूर्तिकर्ताअनुदेशके30िदनोंकेभीतरखारिजकरमालकोदूरकरनेकेलिएअपनीस्वयंकी व्यवस्थाऐसाकरनेकेलिएकरदेगा।इसकेबाद,

वेपूरीतरहसेआपूर्तिकर्ताओंजोखिमऔरजिम्मेदारियोंऔरभंडारणशुल्कलागूकिसीअन्यआरोपोंकेसाथ-साथआपूर्तिकर्तासेवसूलीहोगीझूठहोगा।

16. भुगतान की शर्तें:

क) भुगतान की शर्तें हैं: सफल बोलीदाता आदेश मूल्य के 10% के लिए एक राष्ट्रीयकृत / अनुसूचित बैंक से, क्रम में एक प्रदर्शन सुरक्षा की नियुक्ति की 15 दिनों में साथ प्रस्तुत करेगा । प्रदर्शन सुरक्षा वारंटी दायित्वों सिहत आपूर्तिकर्ता के सभी संविदात्मक दायित्वों के पूरा होने की तारीख के बाद 60 दिनों की अविध के लिए वैध रहेगी । इस हालत और प्रदर्शन सुरक्षा प्रस्तुत करने की स्वीकृति पर भाग- ॥ के 3 के रूप में दी, ऋण पत्र 100% आदेश मूल्य के लिए खोला जाएगा (कृपया पेज 44 देखें)। यदि फर्म यह प्रस्तुत करने में विफल रहता है, तो अनुबंध समाप्त समझा जाएगा और फर्म के ईएमडी जब्त कर ली जाएगी । प्रदर्शन सुरक्षा डीडी/पीओ जो कि भारतीय मानक ब्यूरो के पक्ष में हो (चंडीगढ़ में देय) प्रस्तुत किया जाएगा / अनुबंध 5 में दिए गए फोरमेट के अनुसार प्रदर्शन बैंक गारंटी।

ख) विदेशीआपूर्तिकर्ताओं कोभुगतान:

- (i) आयातितवस्तुओंकेलिएभुगतानः 80% भुगतानक्रेडिटबीआईएसमुख्यालयमेंआपूर्तिकर्ताकेपक्षमेंस्थापितकीएकअटलपत्रद्वाराकियाजाएगा / चिंतितबीआईएसप्रयोगशालाद्वारा, मूलिशिपिंगदस्तावेजोंकीप्रस्तुतिकेखिलाफआदेशमूल्यकेलिएिकप्रदर्शनप्रदानकीआदेशकेस्थानके15िदनोंकेभीतरआदेशमूल्यके1 0%केलिएसुरक्षाबीआईएसकोदियाजाताहै।प्राप्तवस्तुओंकेआदेशमूल्यका20%औरमालकीप्राप्तिकेसफलस्थापनाके30िदनोंकेभीतरभुगतानिकयाजाएगा, कमीशनऔरप्रदर्शनसुरक्षाकेसाथ-साथक्रेताद्वाराजारीस्वीकृतिप्रमाणपत्रद्वारासमर्थितदावेकेजमापरप्रशिक्षण।
- ii) स्वदेशीवस्तुओंकेलिएभुगतानः 100%भुगतानस्थलपरऔरप्रदानकीखरीदआदेशकेअनुसारस्वीकृतिपरवितरण, स्थापना, कमीशन, प्रशिक्षणकेखिलाफिकयाजाएगा, उसक्रममूल्यके10%केलिएप्रदर्शनसुरक्षा, कीनियुक्तिकी15िदनोंकेभीतरआदेशबीआईएसकोदियाजाताहै।
- ग) भारतीयआपूर्तिकर्ताओंकेलिएभुगतान: 100%भुगतान, साइटपरऔरप्रदानकीखरीदआदेशकेअनुसारस्वीकृतिपरवितरण, स्थापना, कमीशन, प्रशिक्षणकेखिलाफिकयाजाएगाकिआदेशमूल्यके10%केलिएप्रदर्शनसुरक्षा, कीनियुक्तिकी15दिनोंकेभीतरआदेशबीआईएसकोदियाजाताहै।

17. करों

करोंजहाँभीभारतीयमानकब्यूरोद्वाराकटौतीकीजाएगीलागूहो।

18. क्षतिपूर्तिः

ठेकेदारक्षतिपूर्तिकरनेऔरचोटोंयािकसीव्यक्तियािकसीभीसंपित्तहैजोिकसीभीप्रकारकेबाहरयाअनुबंधकेपरिणाममेंऔरऔरस भीकादावा, मांग, कार्यवाही, नुकसान, लागत, आरोपोंकेखिलाफपैदाहोसकताहैकेलिएक्षतिकेलिएसभीघाटाऔरदावोंकेखिलाफक्षतिपूरितबीआईएसरखनाहोगाखर्चकेलिए जोभीकीयािविभिन्नश्रमकानूनोंकेप्रावधानोंकेतहतबहांसंबंधमेंसंबंधमेंसमय-समयपरसंशोधित। ठेकेदार, क्षतिपूर्तिकीरक्षाऔरिकसीभीपेटेंट, ट्रेडमार्क, कॉपीराइटआदियाऐसेअन्यवैधानिकउल्लंघनकेउल्लंघनसेउत्पन्नसभीदावों, हािन, लागतहर्जाना, खर्च, कार्रवाईसूटऔरअन्यकार्यवाहीकेखिलाफबीआईएसबचानेकेलिए, करेगा।

19. भ्रष्टयाधोखाधड़ीप्रथाओं

बीआईएसकीआवश्यकताहैकिइसबोलीकेतहतबोलीदाताखरीदऔरऐसेअनुबंधोंकेनिष्पादनकेदौराननैतिकताकेउच्चतममानकों कापालनहो।

बीआईएसप्रस्तावकोअस्वीकारकरदेगा , यदियहपायाजाताहैंकीिकठेकेदारअनुबंधकीअविधकेबाद, इससेपहले<mark>याइसकेदौरा</mark>नभ्रष्टयाधोखाधड़ीकेव्यवहारोंमेंलिप्तहै; बीआईएसठेकेदारकोअनिश्चितकालकेलिएयाअयोग्यघोषितकरनेकीतारीखसे 24 महीनेकीअविधकेलिए, अनुबंधदेनेसेअयोग्यघोषितकरेगा,यदिकिसीभीसमययहपायाजाताहैंकिठेकेदारप्रतिस्पर्धायाअनुबंधकीिक्रयान्वितकेदौरानभ्र ष्टऔरधोखाधड़ीप्रथाओंमेंलगाहआहै.

20. भारतीयमानकब्यूरोकेआदेशकोसमाप्तकरसकताहै, अगर

- (क) ठेकेदारदिवालियाहोजाताहै;
- (ख) एकरिसीवर, प्रशासक, न्यासीयापरिसमापकअपनीसंपत्तिकाएकबड़ाहिस्साखत्मनियुक्तिकयाजाताहै;
- (ग) किसीभीकार्यकियाजाताहैयाघटनाठेकेदारयाअपनीसंपत्तिहै, जोकिसीभीलागूकानूनकेतहतकाफीहदतकसमानप्रभावपड़ताहैपूर्वगामीकेकिसीभीकृत्ययाघटनाओंकेलिएसम्मानकेसाथहोता है:
- (घ) मालकीगुणवत्तामेंगंभीरविसंगतिनिरीक्षणकेदौरानदेखाजाताहै।
- (ई) केवितरणकेनिर्धारिततारीखसेपरेडिलीवरीमेंदेरीकेक्रममेंनिर्धारितकीगईयाकिसीएक्सटेंशनकोमंजूरीदीहै।
- (च) कीस्थापनामेंऔरअवधिसेपरेकमीशनदेरीनिर्धारितकीगईयाकिसीएक्सटेंशनकोमंजूरीदी।
- (छ) ठेकेदारिकसीभीकानूनयाक़ानूनकासामान / सेवाओंकीआपूर्तिकेशासीकेउल्लंघनमेंहै, तो;
- (ज) भारतीयमानकब्यूरोकेफैसलेमेंठेकेदार, केलिएयाअनुबंधकेतहतसेवासेबाहरलेजानेमेंप्रतिस्पर्धामेंभ्रष्टयाधोखाधड़ीकेव्यवहारोंमेंलिप्तहै।
- (झ) ठेकेदारस्वैच्छिकयाअनैच्छिकदिवालियापनयापरिसमापनमेंप्रवेशकरतीहै।
- यहभीवैधबीआईएसबिनाकोईकारणबताएऔरनुकसानयाक्षतिजोठेकेदार,

ऐसीसमाप्तिकीवजहसेपीड़ितहोसकताहैठेकेदारदेनेके15

दिनोंतककेलिएउत्तरदायीहोनेकेबिनाकिसीभीसमयसमझौतेकोसमाप्तकरनेकेलिएकियाजाएगाइसतरहकेलिएभारतीयमानक ब्यूरोद्वारालिखितरूपमेंनोटिससमापन।इसतरहकेकिसीभीसमापनअनुबंधकेतहतभारतीयमानकब्यूरोकेकिसीअन्यअधिकारप रप्रतिकूलप्रभावडालेबिनाकियाजाएगा।

21. प्रचार: ठेकेदारजिसमेंभारतीयमानकब्यूरोकेनामकाइस्तेमालिकयाजारहाहैद्वाराकिसीभीप्रचार, साथहीिकयाजानाचाहिए भारतीयमानकब्यूरोकेस्पष्टलिखितअनुमित।

- 22. विवाद, मध्यस्थताऔरकानूनीअधिकारक्षेत्र: भारतीयमानकब्यूरोऔरठेकेदारप्रत्यक्षअनौपचारिकबातचीत, किसीभीअसहमितयाविवादकेतहतयाअनुबंधकेसंबंधमेंउनदोनोंकेबीचउत्पन्नहोनेसेसौहार्दपूर्णढंगसेहलकरनेकेलिएहरसंभवप्र यासकरनाहोगा।
- किसीभीतरहकीएकविवाद (s) हैकिएकहीहलनहींकियाजासकताहैपंच, महानिदेशक, भारतीयमानकब्यूरो, नईदिल्लीद्वारानियुक्तकरनेकेलिएभेजाजाएगा, यदि।भारतीयमध्यस्थताऔरसुलहअधिनियमकेप्रावधानों, 1996 सेलागूहोंगे। कोईवादयाप्रदर्शनयाअनुबंधकेउल्लंघनसेसंबंधितअन्यकार्यवाहीनईदिल्ली,

जहांभारतीयमानकब्यूरोकेमुख्यालयस्थितहैक्षेत्राधिकाररखनेसक्षमअदालतोंकोछोड़करकानूनकेकिसीभीन्यायालयमेंदायरकी जाएगीयालियाठेकेदारद्वारा।

23.सेवारतनोटिसमोड:

अनुबंधमेंनिर्दिष्टदलोंकेबीचसंचारजबकेवललिखितरूपमेंकररहेहैंतभीप्रभावीहै।एकनोटिसकेवलतभीप्रभावीहैजबयहदियाजा एगा।सभीसूचनाएंभारतीयमानकब्यूरोकेअधिकृतअधिकारीद्वाराजारीिकयाजाएगाजबतकअन्यथाअनुबंधमेंप्रदानकीहै।माम लेमेंनोटिसअंतिमज्ञातजगहयानिवासयाठेकेदारकेव्यवसायकेलिएपंजीकृतडाकद्वाराभेजिदयाजाताहै, यहतारीखपरकार्यिकयागयाहैजबपोस्टकेसामान्यपाठ्यक्रममेंइनपरकार्यिकयागयाहोतायावितरितकरनेकेलिएसमझाजाएगा यह।

- 24. शासीभाषाः पूरेअनुबंधऔरसंचारकेलिएभाषाकाशासीउसकेअंग्रेजीऔर / याहिन्दीहीहोगी।िकसीभीविवादकेमामलेमें, अंग्रेजीसंस्करणमान्यहोगा।
- 25 कानून: अनुबंधशासितऔरभारतीयकानूनोंकेतहतव्याख्याकीजाएगी।
- 26. स्टांपड्यूटी: ठेकेदारआपूर्तिकेसंबंधमेंकिसीभीस्टाम्पशुल्कऔरपंजीकरणशुल्ककाभुगतानयदिकोईहो, करेगा। 27.

प्राधिकृतअधिकारीः बीआईएसकीओरसेअधिकृतअधिकारीनिविदाआमंत्रितकरनेवालीबीआईएसप्रयोगशालाकेप्रमुखअर्था तउत्तरीक्षेत्रीयकार्यालयप्रयोगशालाकेप्रमुखहोंगे।िकसीभीअन्यबीआईएसप्रयोगशालाकेद्वारापुनःआदेशदेनेकेमामलेमेंउसप्रयोग शालाकेप्रमुखअधिकृतअधिकारीमानेजायेंगे।

28. बीआईएसऔरठेकेदारद्वाराउपयोगकेलिएमानकफॉर्मः

अनुबंध- 5 बैंकगारंटीबांड अनुबंध- 6 अनुबंधसमझौतेफार्म

अनुबंध -5 बैंकगारंटीबांडकीफार्म

1 भारतीयमानकब्यूरो (बादमेंकहाजाताहै, 'ब्यूरो')	केविचारमें
छूटदेनेपरसहमतिव्यक्तकीहोनेकेबीचबनादिनांकितएकसमझ	गैतेकेनियमोंऔरशर्तोंकेतहतमांग
से (बा	दमेंकहाजाताहै,"नेकहाकिठेकेदार (ठेकेदार)
और	
केलिए	
(बादमेंरुपयेकेलिएएकबैंकगारंटीकेउत्पादनपरनियमऔरकह	ाकिसमझौतेमेंनिहितशर्तोंकेबारेमेंकहाकांट्रेक्टर (s)
द्वाराकीवजहसेपूर्तिकेलिएसुरक्षाजमाकी	
"कहासमझौतेकाआह्वानकिया।	(र <u>ू</u>
मात्र) हम,(बैंककेनामकासंकेतकेरूपमें	(बादमें)
करनेकेलिएभेजाकेअनुरोधपर'बैंक')	[(ठेकेदार (ठेकेदार)
इसकेद्वाराकिसीभीनुकसानकेखिलाफ	।रुपयेसेअधिकनहींब्यूरोराशिकाभुगतानकर
नेकावचनयामांगकेकारणहोताहैयानुकसानउठानापड़ाहैयाव	न्हाठेकेदारद्वाराकरनेकेकारणहोताहैयाकिसीभीउल्लंघनकीवजह
सेब्यूरोद्वारापीड़ितकियाजाएगा (एस) नेकहासमझौतेमेंनि	हेतनियमयाशर्तों में सेकोई भीहो।
2 हम	एतद्वाराकरना (बैंककानामसंकेतमिलताहै)
औरदावाभीकियाहैकिराशिकेलिएकारणनुकसानयाक्षतिकेम	ाध्यमसेकीवजहसेहैयाब्यूरोद्वाराकरनेकेकारणहोताहैयानुकसान <i>्</i>
उठानापड़ाहोगाकिकेवलबतातेहुएभारतीयमानकब्यूरोसेमां	गपरहोनेकेकारणऔरकिसीभीबिनाहिचकिचातेइसगारंटीकेतहत
देयराशिकाभुगतानकरनेकावचनशब्दोंयाकहासमझौतेमेंनिर्	हेतशर्तोंकेकिसीभीकहाकांट्रेक्टर (एस)
द्वारायाकहासमझौतेकोकरनेकेलिएठेकेदार	(ठेकेदार)
कीविफलताकेकारणोंकीउल्लंघनकीवजहसे।इसगारंटीकेतहः	तबैंकद्वारादेयराशिऔरदेयकेरूपमेंसंबंधतटपरगईऐसीकोईमांगनि
र्णायकहोगा।हालांकि, इसगारंटीकेतहतहमारेदायित्वर	पुकराशिरुपयेसेअधिकनहींकरनेकेलिएप्रतिबंधितकरदियाजाएगा। -
	धितइसवर्तमानकेतहतहमारेदायित्वपूर्णकियाजारहाहैइसकेसिवा
औरकेसमक्षलंबितकिसीभीविवादयाविवादोंकेबावजूदमांगब	• • • • • • • • • • • • • • • • • • •
इसबांडकेतहतहमारेद्वाराकिएगएभुगतानकेतहतवहाँभुगता	
प्रदायक (एस) इसतरहकेभुगतानकरनेकेलिएहमारेखिलाफ	
4	हम
आगेकीगारंटीहैकिइसबातसेसहमत(बैंककानामसंकेतमिलत)	ु
	हपूरीतरहसेभुगतानिकयागयाहैकेतहतयाकहासमझौतेकेआधार
परब्यूरोकेसभीबकायाराशितकलागूकरनेयोग्यबनारहेगाकि	औरअपनेदावेसेसंतुष्टयाछुट्टीदेयाब्यूरो (सामान्यप्रशासनविभाग)
केप्राधिकृतअधिकारीतकपूरीतरहसेऔरठीकसेकहासमझौतेवे	nहिसाबसेहैनेकहाकिठेकेदार (एस <u>)</u>
द्वाराकियाजाताहैऔरकहासमझौतेकेनियमोंऔरशर्तोंकोदिय	ागयाहैकिप्रमाणितकरताहैपूरीतरहसेऔरठीकसेकहाकांट्रेक्टर
(एस) द्वाराकियाजाताहैऔरउसकेअनुसारइसगा	ंटीनिर्वहनकिया।इसगारंटीकेतहतएकमांगयादावाहैजबतकपरया
हमसबसेछुट्टीदेदीजाएगीपहलेलिखितरूपमेंहा	नपरबनाउसकेबादइसगारंटीकेतहतदायित्वहोगा।
5 हम	
आगेब्यूरोउसकेसाथसहमत(बैंककानामसंकेतमिलताहै)ब्यूरो	हमारीसहमतिकेबिनाऔरकिसीभीरूपमेंप्रभावितकिएबिनापूरी
स्वतंत्रताहैउक्तसमझौतेकेनियमोंऔरशर्तोंकेकिसीभीभिन्नकर	.नेकेलिएयासमयकेलिएयाकरनेकेलिएसमयसेउक्तठेकेदार (एस)
द्वाराप्रदर्शनकरनेकेलिएसमयकाविस्तारकरनेकेलिएइसकेअं	तर्गतअपनेदायित्वोंकहाकांट्रेक्टर (एस)
औरपूर्वजयानियमऔरकहाकिसमझौतेसेसंबंधितशर्तींकेकिर्स	भिीलागूकरनेऔरहमसेहमारेदायित्वसेमुक्तकियाजानहींकरेगाक
रनेकेखिलाफब्यूरोद्वाराशक्तियोंकेकिसीभीकिसीभीसमयकेरि	नेएयासमय-समयपरस्थगितकिसीभीतरहकेबदलाव,
याविस्तारकेकारणकहाकांट्रेक्टर (s) याब्यूरोयाकहाकां	ट्रेक्टर (एस) केब्यूरोद्वाराकिसीभीभोगकीओरसेकिसीभीधैर्य,
कार्ययाकमीशनकेलिएकरनेकेलिएयाऐसेकिसीभीबातसेयार्द	ोजारहीहैबातहैलेकिनइसप्रावधानकेलिएहै,
तोहमेंराहतकाप्रभावहोताहैsureties केलिएसंबंधितकानूनवे	न्तहतजोभीहो।

6 इसगारटाकावजहसबकयाठकदार (एस) / प्रदायक (एस) कस	विधानमपारवतनकरनकाल	एछुट्टादनहाकियाजाएगा।
7 हम	अंतमेंइसरद्दकरनेकेलिएनर्ह	ोंशुरू(बैंककानामसंकेतमिलताहै)
लेखनमेंब्यूरोकीपूर्वसहमतिकेसाथछोड़करअपनीमुद्राकेदौरानकी	ोगारंटी। 20	कादिनदिनांकितकेलिए
(बैंककानामसंकेतमिलता	है)	

अनुबंध- 6 अनुबंधप्रपत्र करार

केदिनएम / एस		र्धीच (नामऔर	पता
		-	जबतक,
	गाहजफरमार्ग,नईदिल्ली	-110002	अन्यभागके
,			जबतक,
मितनिकायहै।ब्यूरो	दरअनुबंधकेआधा	रपर,	इसलिए,
के याबोलियांदिनांकितखरीदक	रनेकेलिएकरनाचाहताहै।	बोलीदाता	
बोर्ल	दिस्तावेजकेअनुसारअपनी	बोलीख़बरदार <u></u>	
गानेकीप्रक्रियाऔरबातचीतके	अनुसार'सफलबोलीदाता'		
स्वीकृतिपत्र' (एलओए)	कोईसम्मानितकिया	•	
و برانط فرنون المران ال	* // //	<u>⊸</u>	
रूपमदानापद्माकानयमञारश	तिकापालनकरनकालएसः	हमतह।	
गेशर्तों)''।	ताकापालनकरनकालएसः 	हमतह।	
	_	हमतह।	
गेशर्तों)''।	_ ोकाहस्ताक्षर)	हमतह।	
ोशर्तों)''। (ब्यूरोकेप्राधिकृतिअधिकार्र नाम	 ोकाहस्ताक्षर) 	हमतह।	
ोशर्तों)''। (ब्यूरोकेप्राधिकृतिअधिकार्र	 ोकाहस्ताक्षर) 	हमतह।	
गेशर्तों)''। (ब्यूरोकेप्राधिकृतिअधिकार्र नाम पदनाम पता	 ोकाहस्ताक्षर) 	हमतह।	
जेशर्तों)''। (ब्यूरोकेप्राधिकृतिअधिकार्र नाम पदनाम पता ब्यूरोकीसील	 ोकाहस्ताक्षर) 	हमतह।	
गेशर्तों)''। (ब्यूरोकेप्राधिकृतिअधिकार्र नाम पदनाम पता	 ोकाहस्ताक्षर) 	हमतह।	
जेशर्तों)''। (ब्यूरोकेप्राधिकृतिअधिकार्र नाम पदनाम पता ब्यूरोकीसील	 ोकाहस्ताक्षर) 	हमतह।	
जेशर्तों)''। (ब्यूरोकेप्राधिकृतिअधिकार्र नाम पदनाम पता ब्यूरोकीसील गवाहः]काहस्ताक्षर) 	हमतह।	
	क्तिठेकेदारकेरूपमेंभेजाहैऔर 9 मेंशामिल –बहादुरश् औरप्रदानशामिलकियाजाएगा है, मितनिकायहै।ब्यूरो केयाबोलियांदिनांकितखरीदक बोली गानेकीप्रक्रियाऔरबातचीतके स्वीकृतिपत्र' (एलओए)	क्तिठेकेदारकेरूपमेंभेजाहैऔरउसकेउत्तराधिकारियोंऔर 9 मेंशामिल –बहादुरशाहजफरमार्ग,नईदिल्ली औरप्रदानशामिलकियाजाएगाजोअभिव्यक्तिब्यूरो, केरूप है, जबकि मितनिकायहै।ब्यूरो दरअनुबंधकेआधा केयाबोलियांदिनांकितखरीदकरनेकेलिएकरनाचाहताहै। बोलीदस्तावेजकेअनुसारअपनीः गानेकीप्रक्रियाऔरबातचीतकेअनुसार'सफलबोलीदाता' स्वीकृतिपत्र' (एलओए) कोईसम्मानितकिया	औरप्रदानशामिलिकयाजाएगाजोअभिव्यक्तिब्यूरो, केरूपमेंकरनेकेलिएव है, जबिक (व्यवसाय मितनिकायहै।ब्यूरो दरअनुबंधकेआधारपर, केयाबोलियांदिनांकितखरीदकरनेकेलिएकरनाचाहताहै।बोलीदाता बोलीदस्तावेजकेअनुसारअपनीबोलीख़बरदार_ गानेकीप्रक्रियाऔरबातचीतकेअनुसार'सफलबोलीदाता'