

# **TENDER DOCUMENT FOR SUPPLY OF STATIONERY & COMPUTER CONSUMABLES**

**BUREAU OF INDIAN STANDARDS  
Western Regional Office  
E-9, M.I.D.C., Manakalaya,  
Andheri (E) Mumbai-400093**

**BUREAU OF INDIAN STANDARDS**  
**Western Regional Office**  
**E-9, M.I.D.C., Manakalaya,**  
**Andheri (E) Mumbai-400093**

**TENDER NOTICE**

Ref: WRO/Admin/09/08/01/2015

Date 29.07. 2015

Sealed tenders are invited under two-bid system from eligible interested firms/companies for "Supply of Stationery and Computer consumables" for use in office located at E-9, M.I.D.C., Manakalaya, Andheri (E), Mumbai-400 093 as per the details given in Schedule III. The tender document can be downloaded from [www.bis.org.in](http://www.bis.org.in). The closing date and time of receipt of bids is 21.08.2015(Friday) upto 10:30 hrs and the technical bids shall be opened on the same day at 11:00 hrs.

The Bureau reserves the right to reject any or all the bids without assigning any reason.

**(T.D. Gadgil)**  
**Sc.E & OIC (Admn & Fin)**

**BUREAU OF INDIAN STANDARDS**  
**Western Regional Office**  
**E-9, M.I.D.C., Marol,**  
**Andheri (E) Mumbai-400093**

**1. Eligibility –**

- (i) The bidder must have minimum three years of experience of supplying the Stationery items in bulk to Govt. Departments/PSUs/Nationalized Banks. Copies of two such Purchase Orders (of Rs.1 lac or more) received during each of the last three years should be enclosed.
- (ii) Must have a valid PAN issued by the Income tax Department, also registered with Sales Tax Department and other concerned Tax Departments/Government agency/other agencies (attested copies has to be attached).
- (iii) Must have minimum turnover of Rs.50 Lakh per year during each of the last three years. Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years i.e. 2012-2013, 2013-14 and 2014-2015 to be submitted along with the technical bid.
- (iv) Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format).

**2. Proposed validity of the Rate Contract: Three Years.**

**3. Availability of Tender Documents:**

Administration Dept. Manakalaya, E-9 MIDC, Andheri East, Mumbai 93.and BIS website [www.bis.org.in](http://www.bis.org.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

**Period: 29.07.2015 to 21.08.2015 (Friday)**

**4. Pre-bid Conference: 11.08.2015 (Tuesday) at 11: 00 h**

**5. Opening of Bids:** Technical Bids shall be opened at 11:00 hrs on 21.08.2015

**6. Method/manner for Submission of Bids:** An envelope super-scribing “Tender for Supply of Stationery and Computer Consumables to WRO, BIS, , Mumbai” having two envelopes containing Technical Bid and Financial Bid must bear the name and address of the party and shall be addressed to Officer Incharge (Admin. & Finance), Bureau of Indian Standards, E-9, M.I.D.C., Marol, Andheri (E), Mumbai -400093.

**7. Earnest Money Deposit: Rs. 40,000/-**

**8. Performance Security Deposit: 10% of the approximate annual value of work order/contract.**

**9. Validity of Bids: 90 days from opening of technical bid.**

**10. The Bureau reserves the right to reject any or all the bids without assigning any reason.**

**11. Approximate annual value of the consumption of stationery and computer consumables is Rs. 15 lakh.**

**(T.D. Gadgil)**  
**OIC (Admn & Fin)**

## **TENDER DOCUMENT**

### **SCHEDULE - 1: INSTRUCTIONS TO BIDDERS**

#### **1. Notice inviting Bids:**

**1.1** Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the Western Regional Office, Bureau of Indian Standards (BIS), Mumbai from eligible Bidders for Supply of Stationery and Computer Consumables as specified in the **Schedule-3 of tender document**.

#### **2. Issue of Tender Document:**

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

**2.2** The Tender document can also be downloaded from the website of the Bureau [www.bis.org.in](http://www.bis.org.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

**2.3** Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

**2.4** No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.

**2.5** The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

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

#### **4. Pre-bid Conference:**

**4.1** A Pre-bid conference of all intending Bidders will be held at the scheduled date and time indicated in the **Schedule-4**. Intended Bidders will be allowed to seek clarification, if any.

#### **5. Validity of Bids:**

**5.1** The Bids will be valid for a period of 90 days from the date of its opening.

#### **6. Earnest Money/ Bid Security:**

**6.1** The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-4** as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, or a Bank Guarantee as per format indicated in **Annexure-1** of Schedule 7.

**6.2** The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

**6.3** Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for Supply of Stationery and Computer consumables during the next twenty-four (24) months effective from the date of such revocation.

**6.4** If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, Earnest Money Deposit of the successful bidder will be forfeited by the Bureau and it shall be rightful for the Bureau to take decision for cancellation of the tender or award of work order to other eligible/qualified bidder.

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

## **7. Eligible Bidders**

- a. The bidder must have minimum three years of experience of supplying the Stationery items in bulk to Govt. Departments/PSUs/Nationalized Banks. Copies of two such Purchase Orders (of Rs.1 lac or more) received during each of the last three years should be enclosed.
- b. Must have a valid PAN issued by the Income tax Department, also registered with Sales Tax Department and other concerned Tax Departments/Government agency/other agencies (attested copies has to be attached).
- c. Must have minimum turnover of Rs.50 Lakh per year during each of the last three years (Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years i.e. 2011-2012, 2012-2013 and 2013-14 to be submitted along with the technical bid.
- d. Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format).

## **8. Rates how to be quoted**

**8.1** The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

**8.2** Schedule-5 containing the financial Bid shall be inclusive of all applicable taxes. However, they should

indicate the rate (s) of VAT/ Local Sales Tax (as may be applicable) and Central Sales Tax with & without Form-5C. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

**8.3** The bidder should quote the details (price-break up) as asked in the **Schedule-5**.

## **9. Manner of Submission of Bid**

**9.1** The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same through the Bid Box or by post which reaches the specified place before the specified time.

**9.2** E-mail or fax offers will be rejected.

## **10. Last Date for Submission**

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

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

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

## **12. Contents of Bid Document**

**12.1** Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing Tender for "Supply of Stationery and Computer Consumables" as mentioned in the **Schedule-4**.

**12.2** The envelopes shall contain the following:

- a) Envelope No.1 (Technical Bid):** This should contain all technical details alongwith commercial terms and conditions such as:
  - (i) List of all the documents enclosed;
  - (ii) The EMD as indicated in clause 6.1 above.
  - (iii) Copies of Income Tax Returns and VAT Returns filed with the concerned Authorities during last three years;
  - (iv) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2 of Schedule 7**);

- (v) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;
- (vi) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;
- (vii) A statement showing the magnitude of Work/Service done in the last three (3) years (**Annexure-3 of Schedule 7**);
- (ix) A declaration regarding black-listing and/ or litigations (**Annexure-4 of Schedule 7**)
- (x) Declaration to abide by the clauses of the Tender Document (**Annexure 5 of Schedule 7**)
- (xi) Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years i.e. 2012-13, 2013-14 and 2014-15.
- (xii) Attested Photocopy of PAN No. of the Firm/Company/Proprietor.
- (xiii) Attested Photocopy of VAT/Trade Tax return in for last 3 years i.e. 2012-2013, 2013-2014 and 2014-15 in support of the annual turnover.
- (xiv) Copies of two Purchase Orders (of Rs.1 lac or more) received from Govt. Departments/ PSUs/Nationalized Banks during each of the last three years i.e. 2012-2013, 2013-2014 and 2014-15 in support of the experience.

All the aforesaid documents must be enclosed with the Technical Bid, failing which, the tender shall not be considered. The documents should be signed with seal by the tenderer/bidder.

- b) **Envelope No.2 (Financial Bid):** This envelope shall only contain item-wise price as per the details of items given in **Schedule-3**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid.
- c) **Covering Envelope:** Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the "Bid for Supply of Stationery & Computer Consumables" and addressed to Officer Incharge (Admin. & Fin.) as mentioned in **Schedule-4** and the name and address of the Bidder at the bottom left.

### 13. Other Important Points to be noted by the Bidder:

- (a) The Financial Bid should be written both in words and figures at appropriate places (Schedule 5).
- (b) The Bidder shall submit the Bid which satisfies each and every condition laid down in **Tender Document**, failing which the Bid shall be liable to be rejected.  
**Conditional Bids will be rejected.**

#### **14. Opening of Bid**

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

#### **15. Short listing of Bidders**

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

#### **16. Opening of Financial Bids**

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

#### **17. Acceptance of Bid**

**17.1** Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

#### **18 Process to be Confidential**

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

#### **19. Execution of Contract Document**

**19.1** The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value of Rs. 100/-. The Agreement should be signed within 15 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

**19.2** It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

#### **20. Rights of the Bureau**

**20.1** The Bureau reserves the right to suitably increase/reduce the scope/quantity of work/items put to this Bid. The right to split up the work order/contract in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.



**20.2** In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

**21. Notice to form Part of Rate Contract**

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

## SCHEDULE – 2

### CONDITIONS OF CONTRACT

#### 1 Definitions

- i) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- ii) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and **‘Approval’** shall mean approval in writing including as aforesaid.
- iii) **‘Bid’** means the Contractor’s priced offer to the Bureau for the supply of stationery & computer consumables at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- iv) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- v) **‘Commencement Date’** means the date upon which the Contractor receives the notice to commence the rendering of services at specified places.
- vi) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vii) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- viii) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- ix) **‘Contractor’** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- x) **‘Deputy Director General’** shall mean the Deputy Director General of the Western Region of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- xi) **‘Government’** shall mean the Central Government.
- xii) **‘Letter of Acceptance’** means the formal acceptance by the Bureau.

- xiii) **‘Services’** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract and other services that are prescribed in the Tender document.
- xiv) **‘Specification’** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- xv) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed price for Supply of Stationery & Computer Consumables.
- xvi) **‘Time for Completion’** means the time for completing the supply and passing the Tests of the Goods or any part thereof as stated in the Contract calculated from the Commencement Date.
- xvii) **‘Supply Order’** means an order for supply of stores and includes an order for performance of service;

## **2. Parties to the Contract**

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

**2.2** The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

## **3. Performance Security**

**3.1** To ensure due performance of the contract, an interest-free Performance Security, as defined in Schedule 4 shall be deposited by the contractor in the form of an Account payee Demand Draft in favour of Bureau of Indian Standards payable at Mumbai or a Bank Guarantee as per format indicated in **Annexure-1**.

**3.2** Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

**3.3** Any amount due/recoverable from the Contractor under the terms and conditions of this Contract or any other account, may be deducted from the amount of Performance Security Deposit. In case, the amount of Performance Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

**3.4** If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in,

retain and appropriate the Performance Security.

**3.5** Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

**3.6** The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

#### **4. Contract Documents**

**4.1** The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

1. The Agreement
2. Minutes of pre-bid meetings, clarifications
3. The Conditions of Contract
4. Tender Notice and Tender Document
5. Letter of Acceptance.
6. Any other correspondence exchanged between the parties in connection with the contract
7. The Contractor's Offer

#### **5 . Validity of the Contract**

**5.1** The Contract shall be valid for a period of three years from the date of signing this Contract. However, the contract will be reviewed on yearly basis and extended every year subject to the satisfactory supplies by the contractor and on the mutual consent of both the parties.

#### **6. Contractor's Obligation**

**6.1** - The contractor's employees must observe all reasonable instruction of the Bureau

**6.2.** All items supplied under this contract shall be subject, before payment, to inspection by the Bureau who may withhold payment when in his opinion any supplies have not been made in accordance with the requirements of the contract.

#### **7. Payment Terms**

**7.1** 100% payment shall be released within 15 days on satisfactory receipt of the goods/articles ordered. Advance payment will not be made under any circumstances.

**7.2** The Bureau reserves the rights to retain and set off against any sum which may be from time to time

due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

## **8. Imposition of fines / penalty**

**8.1** The supplier shall guarantee that the stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the Tender enquiry. The supplier shall guarantee that the said goods/stores articles would continue to conform to the description and quality aforesaid for a period of twelve months, if during the aforesaid period of 12 months the said stores/goods/ articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the supplier and the purchaser shall be entitled to call upon the supplier to rectify/make good/replace the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the supplier and in such an event, the abovementioned warranty period shall apply to the goods/stores/ articles rectified from the date of rectification thereof. In case of failure of the supplier to rectify or replace the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the supplier for such defective stores.

**8.2** Any non-compliance of any of the clause of this tender document or all such clauses which are to be treated integral part of the contract, shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Bureau, in addition to forfeiting of the Performance Security making suitable recovery from the pending bills of the supplier.

**8.3 Liquidated Damages:** In case the firm does not complete the supply within delivery period, action will be taken against the firm to recover from the contractor as agreed liquidated damages including administrative expenses and not by way of penalty a sum equivalent to 2 % per week of the price of any stores which the contractor has failed to deliver/install within the period fixed for delivery of such stores. Where delivery thereof is accepted after expiry of the aforesaid period, the total damages so claimed shall not exceed 10% of the total price of stores required.

## **9. Indemnity:**

**9.1** The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights and issues any applicable law etc. or such other statutory infringements.

## **10. Suspension of Contract**

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

**10.2** An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
- (b) Without reasonable excuse has failed to supply the stationery & computer consumable items in accordance with this Contract within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Delays in providing supplies beyond a period of 2 days from the scheduled date.
- (e) If the Contractor is in breach of any law or statute governing to making such supplies;
- (f) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in making supplies as per the Contract.
- (g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- (h) The Contractor becomes insolvent;
- (i) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (j) 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;
- (k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

## **11. Termination by the Bureau**

11.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

## **12. Contractor's right to terminate**

13.1 If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

## **13. Force Majeure Clause**

13.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Deputy Director General of Western Region of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price

to be fixed by Director General, which shall be final.

#### **14. Corrupt or Fraudulent Practices**

**14.1** The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

(a) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

(b) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

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

#### **15. Publicity**

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

#### **16 Disputes & Arbitration**

**16.1** The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

#### **17. Mode of serving Notice**

**17.1** Communications between Parties which are referred to in the Contract are effective only when in writing. The tenderer/supplier shall have to indicate an email id of the authorized person alongwith Technical Bid. For purpose of mitigating the time consumption in processing of various communication, communications from Bureau to the tenderer/supplier will be made to this email id. This clause does not prohibit the right of the Bureau to resort to other means of communications. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**17.2** All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

**18. Governing language**

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

**19. Law**

The contract shall be governed and interpreted under Indian Laws.

**20. Legal Jurisdiction**

**20.1** No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Mumbai only.

**21. Stamp duty:**

**21.1** The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract. The contract will be got registered with the concerned authority with jurisdiction in Mumbai.

**22.** BIS reserves the right to conclude parallel Rate Contracts with a number of suppliers and place Orders on one or more firms that may be the most economical to it or suitable to its requirements.

**23.** The Rate Contracts shall be valid for the period of three year from the date of awarding the Contracts. The Annual Rate Contract awarded as a result of this Tender Enquiry will be in the nature of a Standing offer. Actual Supply Order may be placed from time to time against the RCs concluded on the basis of such rate contract(s). No guarantee can be given as to the minimum or actual services usage.

**24. Fall Clause:** The prices charged for the stores supplied under the Contract by the supplier shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organization (s) including the BIS or any Corporation of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders is completed. If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organization (s) including the Purchaser or any Statutory Undertaking of the State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the BIS and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

**25.** The supplier shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract.õI/We certify that there has been no reduction in sale price of the



Stores of Description identical to the Stores supplied to BIS under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organization (s) as the case may be up to the date of the bill/the date of completion of supplies against this contract at a price lower than the price charged to BIS.ö

**26. Prices should be quoted on a firm & fixed price basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straight away without any consideration.**

**27.** This tender is non-transferable.

**28.** Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination.

**29.** The successful bidder shall have to deliver all the indented stationery/consumable items to the consignee's (BIS, WRO, Mumbai) premises. No additional amount shall be paid on account of Freight/Transportation charges etc. Tenderers have to quote their rates keeping in view this stipulation.

**30.** The decision of the BIS shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers shall be borne by the supplier. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects.

**31.** Item-wise price should be quoted. In case of bundled price, the offer shall be summarily rejected.

**32.** The inspection of the materials shall be carried out by authorized representative of BIS at its store.

### SCHEDULE 3: SCHEDULE OF REQUIREMENTS

**As per details given in Schedule 5**

## **SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS**

1. **Proposed validity of the contract** – Three years. However, the contract will be reviewed and extended after every year subject to the satisfactory services of the firm and on the mutual consent of both the parties.
2. **Availability of Tender Documents:**
  - a) **Place:** Bureau of Indian Standards, E-9, MIDC, Manakalaya, Andheri (E), Mumbai-400 093  
**website:** [adminwro@bis.org.in](mailto:adminwro@bis.org.in)
  - b) **Period:** upto 21.08.2015
3. **Pre-bid Conference:** on 11.08.2015 at 11.00 h in the office of Bureau of Indian Standards, E-9, MIDC, Manakalaya, Andheri(E), Mumbai 400093
4. **Opening of Bids:** Technical Bids shall be opened at 11.00 hrs on 21.08.2015 in the office of the Bureau of Indian Standards, Conference Room, E-9, MIDC, Manakalaya, Andheri (E), Mumbai 400093. Date of opening of financial bid shall be decided after technical evaluation of the bid.
5. **Method/manner for Submission of Bids** – An envelope super-scribing **Tender for “Stationery & Computer Consumables”** at BIS, WRO having two envelopes containing “Technical Bid” and “Financial Bid” must bear the name and address of the party and shall be addressed to “Officer Incharge (A&F), Bureau of Indian Standards, Western Regional Office, E- 9, MIDC, Marol, Andheri (E), Mumbai-400 093 and must reach by 10.30 hrs on 21.08.2015.
6. **Earnest Money Deposit:** Rupees Forty Thousand (Rs. 40000/-)
7. **Performance Security Deposit:** 10% of the approximate annual value of work order/contract.
8. **Validity of Bids:** 90 days from opening of technical bid.
9. **Authorized Officer on behalf of the Bureau for this tender/contract:** Shri T.D.Gadgil, Officer Incharge (A&F)
10. Approximate annual value of the consumption of stationery and computer consumables is Rs. 15 lakh.

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

Officer Incharge (Admin. & Finance)  
Bureau of Indian Standards,  
E-9, MIDC, Marol  
Andheri(E)  
Mumbai 400 093

Sir,

With reference to your tender enquiry dated \_\_\_\_\_ for Supply of Stationery & Computer Consumables at BIS, Mumbai, I/We quote the rates as given below:

PAPERS				
NO	PARTICULARS	RATE	PER	VAT
1	F/S Size Xerox Paper Spectrum (75 gsm) (Modi)		Ream	
2	A/4 Size Xerox Paper Spectrum (75 gsm) (Modi)		Ream	
3	A/3 Size Xerox Paper Spectrum (75 gsm) (Modi)		Ream	
4	F/S Size J K Copier Paper Red (75 gsm) (J K)		Ream	
5	A/4 Size J K Copier Paper Red (75 gsm) (J K)		Ream	
6	A/3 Size J K Copier Paper Red (75 gsm) (J K)		Ream	
7	A/4 Size Executive Bond Paper (100 gsm) (Bilt)		Ream	
8	F/S Size Green Ledger Paper (75 gsm) (ColorSprint)		Ream	
9	A/4 Size Colour Paper (75 gsm) (ColorSprint)		Ream	
NOTE BOOK/RULLED PAD/REGISTER/FILE/BOX FILE/FILE COVERS/FOLDERS ETC.				
NO	PARTICULARS	RATE	PER	VAT
1	A/5 Note Book (100 pages) (Sundaram) ( 70 gsm)		Each	
2	A/5 Note Book (200 pages) (Sundaram) ( 70 gsm)		Each	
3	A/4 Size Rulled Pad (20 Pages)(Ajanta) ( 70 gsm)		Each	
4	A/4 Size Rulled Pad (40 Pages)(Ajanta) ( 70 gsm)		Each	
5	A/5 Size Rulled Pad (20 Pages)(Ajanta) ( 70 gsm)		Each	
6	A/5 Size Rulled Pad (40 Pages)(Ajanta) ( 70 gsm)		Each	
7	A/4 Size Spiral Rulled Pad (20 Pages)(Ajanta) ( 70 gsm)		Each	
8	A/4 Size Spiral Rulled Pad (40 Pages)(Ajanta) ( 70 gsm)		Each	
9	A/5 Size Spiral Rulled Pad (20 Pages)(Ajanta) ( 70 gsm)		Each	
10	A/5 Size Spiral Rulled Pad (40 Pages)(Ajanta) ( 70 gsm)		Each	
11	F/C Size Rulled Register (1 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	
12	F/C Size Rulled Register (2 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	
13	F/C Size Rulled Register (3 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	
14	F/C Size Rulled Register (4 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	
15	F/C Size Rulled Register ( 5 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	

16	F/C Size Ruled Register (6 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	
17	F/C Size Ruled Register (8 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	
18	F/C Size Ruled Register (10 QR.)(Sundaram) ( 70 gsm & 80 gsm )		Each	
19	Shorthand Book (Oswal) ( 200 pages ) ( 70 gsm)		Each	
20	Box File Plastic Laminated (Raj)		Each	
21	F/C Size PVC Plastic File(SPS) Ring File		Each	
22	F/C Size Plastic Folder(SPS) L Folder		Each	
CORRECTING FLUID/CARBON PAPER/GLUESTICK				
NO	PARTICULARS	RATE	PER	VAT
1	Kores Correcting Fluid Pen with Diluter (12 ml)		Each	
2	Kores Correcting Fluid Pen without Diluter (7 ml)		Each	
3	Kores Correcting Fluid Bottle (15 ml)		Each	
4	Kores Glue Stick - Big Size ( 15 g)		Each	
5	Fevistick Glue Stick- Big Size ( 15 g)		Each	
6	Kores Pencil Carbon Paper ( 210 mm x 330 mm)		Box	
GUM/STAMP PAD/STAMP PAD INK				
NO	PARTICULARS	RATE	PER	VAT
1	Camel Gum Bottle (700 ml)		Each	
2	Camel Gum Bottle (300 ml)		Each	
3	Camel Gum Tube (30 ml)		Each	
4	Camel Stamp Pad (Small) ( 110 mm x 70 mm)		Each	
5	Camel Stamp Pad (Medium) (157 mm x 96 mm)		Each	
6	Camel Stamp Pad Ink Bottle (100 ml)		Each	
7	Marker Pen Ink Bottle ( 20 ml) (Camel)		Each	
8	Numbering Machine Ink Bottle (10 ml) (kores)		Each	
ENVELOPE-WHITE/BROWN/CLOTH				
NO	PARTICULARS	RATE	PER	VAT
1	9.5" X 4.5" White Window Cover (Shakti) ( 80 gsm)		100	
2	9.5" X 4.5" White Without Window Cover (Shakti) ( 80 gsm)		100	
3	10" x 7" Brown Cover (Shakti) ( 80 gsm)		100	
4	10" x 12" Brown Cover (Shakti) ( 80 gsm)		100	
5	10" x 14" Brown Cover (Shakti) ( 80 gsm)		100	
6	10" x 7" Green Cover (Shakti) ( 80 gsm)		100	
7	10" x 12" Green Cover (Shakti) ( 80 gsm)		100	
8	10" x 14" Green Cover (Shakti) ( 80 gsm)		100	
9	12" x 16" Green Cover (Shakti) ( 80 gsm)		100	
10	12" x 16" Green Cover Box Type (Shakti) ( 80 gsm)		100	
STAPLERS/STAPLE MACHINES/GEM CLIP/PAPER PIN/PUNCH MACHINE				
NO	PARTICULARS	RATE	PER	VAT
1	Kangaroo Stapler No. 10		Each	
2	Kangaroo Stapler HD 10D		Each	
3	Kangaroo Stapler No. 24/6		Each	
4	Max Stapler No. 10		Each	

5	Stpler Pin No. 10 (Kangaroo)		Each	
6	Stpler Pin No. 10 (Max)		Each	
7	Stpler Pin No. 24/6 (Max)		Each	
8	Stpler Pin No. 24/6 (Kangaroo)		Each	
9	Kangaroo Double Punch Machine (Small) (480, 8 cm)		Each	
10	Kangaroo Double Punch Machine (DP-600)		Each	
11	Kangaroo Double Punch Machine (DP-900)		Each	
12	Kangaroo Single Punch Machine (Small)		Each	
13	Kangaroo Stapler Pin Remover (Small)		Each	
14	Kangaroo Stapler Pin Remover Pen Type (Small) (SR 100)		Each	
15	Kangaroo Stapler Pin Remover Pen Type (Small) (SR 300)		Each	
16	Binder Clip (25 mm)( 555 Music) (12 pcs)		Box	
17	Binder Clip (32 mm)( 555 Music) (12 pcs)		Box	
18	Binder Clip (41 mm)( 555 Music) (12 pcs)		Box	
19	Gem Clip Box (26 mm)(Vikram) (10 x 100 clips)		Box	
20	Gem Clip Box (30 mm)(Vikram) (10 x 100 clips)		Box	
21	Gem Clip Box (35 mm)(Vikram) (10 x 100 clips)		Box	
22	Paper Pin Box (100 Gms)(Vikram)		Box	
PENCIL/BALL PEN/SKETCH PEN/MARKER PEN ETC.				
NO	PARTICULARS	RATE	PER	VAT
1	Apsara Pencil HB Box (10 pcs)		Box	
2	Apsara Pencil Box-Platinum (10 pcs) extra dark		Box	
3	Apsara Pencil Sharpner (20 pcs)		Box	
4	Natraj Plasto Pencil Eraser (20 pcs)		Box	
5	Apsara Non Dust Pencil Eraser (20 pcs)		Box	
6	Natraj Classic Use and Throw Pen (20 pcs)		Box	
7	Montex Megha Top Pen (10 pcs)		Each	
8	Lexi 5 Pen 0.7 (10 pcs)		Each	
9	Uniball Eye Micro Ball Pen		Each	
10	Sketch Pen (Luxor) (10 pcs)		Each	
11	Hi-Lighter Pen (Camlin) (10 pcs)		Each	
12	Marker Pen(Camelin) (10 pcs)		Each	
13	OHP Pen ( Camelin) (10 pcs)		Each	
14	White Board Pen (Camelin) (10 pcs)		Each	
15	Pen Stand (Omega)		Each	
16	Montex Mega Top Refill		Each	
17	Lexi 5 Refill 0.7		Each	
MISC ITEMS				
NO	PARTICULARS	RATE	PER	VAT
1	Metal Scale 12" (Elora)		Each	
2	Paper Weight Glass (Bimal)		Each	
3	Water Sponge Cup (Omega)		Each	

4	Paper Cutter (Small) (Music)	Each	
5	Candle (6 PCS) Big (Fish)	Box	
6	Rubber Band 19 No. (25 gram) (Vandana)	Box	
7	Rubber Band 20 No. (25 gram) (Vandana)	Box	
8	Rubber Band 22 No. (25 gram) (Vandana)	Box	
9	Sutli Roll (Plastic) (1000 meter = 500 gram) (Honda)	Bundle	
10	Cello Tape Rolls 1" x 65 mtrs. (Wonder 555)	Each	
11	Cello Tape Rolls 2" x 65 mtrs. (Wonder 555)	Each	
12	Brown Tape Rolls 2" x 65 mtrs. (Wonder 555)	Each	
13	Double Tape (Yellow) 1/2 " x 5 mtrs.(SC)	Each	
14	Double Tape (Yellow) 1 " x 5 mtrs.(SC)	Each	
15	Steel Scissors (Small) (Wonder 555) (14 cm)	Each	
16	Steel Scissors (Small) (Fiskar) (14 cm)	Each	
17	Steel Scissors (Medium) (Wonder 555) (16 cm)	Each	
18	Steel Scissors (Medium) (Fiskar)(16 cm)	Each	
19	Steel Scissors (Big) (Wonder 555) (23 cm)	Each	
20	Steel Scissors (Big) (Fiskar)(23 cm)	Each	
21	Megnetic Pin Clip Container (Bimal)	Each	
22	Pin Cusion Velvet (Omex)	Each	
23	Plastic Tray F/c (Omex)	Each	
24	Plastic Paper Tray (Big)(Omex)	Each	
25	Plastic Paper Basket (Small)(Milan)	Each	
26	Plastic Paper Basket (Medium)(Milan)	Each	
27	Plastic Paper Basket (Big)(Milan)	Each	
28	Plastic Pedal Dustbin (Small)(Milan)	Each	
29	Plastic Pedal Dustbin (Medium)(Milan)	Each	
30	Plastic Pedal Dustbin (Big)(Milan)	Each	
31	Pencil Cell (Eveready)	Each	
32	Remote Pencil Cell (Eveready)	Each	
33	Button Cell (Mextel)(Small)	Each	
34	Button Cell (Mextel)(Big)	Each	
35	Pen Drive (4 GB/8 GB/16 GB/32 GB/64 GB) (Kingston)	Each	
36	Sealing Wax (LION)(10 NO.)	Box	
37	White Board Duster (Omega)	Each	
38	Water Glass (Yera )	Each	
39	Glass Duster (STC) (22" x 22")	Each	
40	Post it Pad (1.5" x 2") (Music 555)	Each	
41	Post it Pad (2" x 3" ) (Music 555)	Each	
42	Post it Pad (3" x 3") (Music 555)	Each	
43	Post it Prompt (1" x 3") (Music 555)	Each	
44	Table Calender (Scolar)	Each	
45	Table Calculator 10 Digit(Casio)	Each	

46	Table Calculator 12 Digit(Casio)		Each	
47	White Chalk Box (Deepak) (100 pcs.)		Box	
48	Air Freshner (Concord) ( 300 ml.)		Each	
49	Match Box (Ship) (10 small box)		Box	
50	National Flag (600 x 900)(2' x 3') (KDP)		Each	
51	National Flag (1350 x 900)(3' x 4.5') (KDP)		Each	
52	Phone Trolley (Omega)		Each	
53	Numbering Machine (Greatwell)		Each	
54	Good Night Liquid (Good Night) Silver		Each	
55	Master Clip (Neo)		Each	
56	File clip (Panama) (8 cm) ( 50 pcs.)		Box	
57	Tea Coster (Omega)		Box	
58	Chair Cane (Plastic) (National) KG		KG	
59	Key Chain (Ordinary) (Omex) (100 nos.)		Box	
60	Audio Cassetts (90 Minuts) (Sony)		Each	
61	CD/DVD (Sony)		Each	
62	CD/DVD (Re-writable) (Sony)		Each	
63	Rubber Stamp(Ordinary)(Stampax)		Each	
64	Rubber Stamp (Self Ink)(Stampax)		Bottle	
65	Fevi Kwick (10 gm)		Each	
66	Fevi Kwick (30 gm)		Each	
67	Remot Bell, Door Bell (Lotus)		Each	
FAX ROLL/ COMPUTER AND XEROX TONER CARTRIDGE				
NO	PARTICULARS	RATE	PER	VAT
1	Fax Roll (100 Mtrs.)(Canon)		Each	
2	Fax Roll Centronics (50Mtrs.)(Brother)		Each	
3	Canteen Bill Roll (50 Mtr.) (Brother)		Each	
4	Xerox Toner Cardridge SP1200 SF ( Ricoh )		Each	
5	Xerox Toner Cardridge (P 120 I )		Each	
6	Xerox Toner Cardridge (Kyocera TK 439)		Each	
7	Xerox Toner Cardridge (Kyocera TK 479)		Each	
8	Xerox Toner Cartridge FX 9 (Canon)		Each	
9	Xerox Toner Cartridge NPG 28 (Canon)		Each	
10	Xerox Toner Cardridge MX 312 AT(Sharp)		Each	
11	Dot matrix Ribbon LX 800/1000 (Supertech)		Each	
12	Computer Toner Cartridge 78 A (HP)		Each	
13	Computer Toner Cartridge 88 A(HP)		Each	
14	Computer Toner Cartridge 131A (Black) (HP)		Each	
15	Computer Toner Cartridge 131A (Colour)(HP)		Each	
16	Computer Toner Cartridge 2612 A (HP)		Each	
17	Computer Toner Cartridge 2624 A (HP)		Each	
18	Computer Toner Cartridge 303 (Conon)		Each	



19	Toner Cartridge Franking Machine (Neopost)		Each	
20	Drum Unit (Ricoh Xerox SP1200 SF)		Each	
21	Drum Unit (Sharp MX 312 AT Xerox )		Each	

#### PRINTING

1	VISITING CARD (Size 2" x 3.5 "), Paper Quality (300 gsm) Back To Back (4 Colour) (The ordered quantity will not be less than 200 in 1 order)		Per order of 200	
2	LETTER HEAD (Size A4), Paper Quality (100 gsm) (3 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
3	LETTER HEAD (Size A4), Paper Quality (80 gsm) (3 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
4	FORMS (Size F/S), Paper Quality (70 gsm) Single Page (1 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
5	FORMS (Size A4), Paper Quality (70 gsm) Single Page (1 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
6	FORMS (Size A5), Paper Quality (70 gsm) Single Page (1 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
7	FORMS (Size F/S), Paper Quality (70 gsm) Back To Back (1 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
8	FORMS (Size A4), Paper Quality (70 gsm) Back To Back (1 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
9	FORMS (Size A5), Paper Quality (70 gsm) Back To Back (1 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
10	LETTER HEAD With Format (Size A4), Paper Quality (100 gsm) (3 Colour) (The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
11	FILE COVER WITH CLOTH PATTI (Size 10 " x 14 "),(Weight for front cover ( 31.5) (1 Colour)(The ordered quantity will not be less than 1000 in 1 order)		Per order of 1000	
	GRAND TOTAL			

The tenderers are advised to confirm the requirement of the above printing requirements by visiting the office (Administration Department) and see the currently used printed material and get all queries clarified during pre-bid meeting.

Note: The above rates shall be inclusive of all applicable taxes. However, they should indicate the rate (s) of VAT/ Local Sales Tax (as may be applicable) and Central Sales Tax with & without Form-5C. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

I/We have read the tender document and understood all the terms and conditions as indicated in the **Schedule-2** for supply of Stationery items & Computer Consumables as listed in **Schedule-3** of the tender document.

Signature:\_\_\_\_\_

Date:

Name:\_\_\_\_\_

Address:\_\_\_\_\_

## SCHEDULE - 6: CONTRACT FORM

### AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_ day of .....between M/s \_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, E-9, M.I.D.C, Manakalaya, Andheri (E), Mumbai-400093 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a goods/service provider.

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to purchase \_\_\_\_\_ on rate contract basis, therefore, invited bids through Open or Advertised / Limited / Single Tender enquiry dated \_\_\_\_\_

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

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in **“Schedule-2 (Conditions of Contract) of Tender Document”**.

\_\_\_\_\_  
(Signature of Contractor/  
Authorized Representative)  
Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**Seal of the Firm/Company**

**Witness:**

\_\_\_\_\_  
(Signature )  
Name of Witness \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the Bureau)  
Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**Seal of the Bureau**

**Witness:**

\_\_\_\_\_  
(Signature)  
Name of Witness \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

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

1.	Annexure-1	<p><b>FORM OF BANK GUARANTEE BOND</b></p> <p>(To be submitted by the bidder as Earnest Money and by successful bidder as performance security as applicable)</p>
2.	Annexure-2	<p><b>DETAILS TO BE FURNISHED BY THE BIDDERS</b></p> <p>(To be submitted by all the bidders in the envelope containing the technical bid.)</p>
3.	Annexure-3	<p><b>DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS</b></p> <p>(To be submitted by all the bidders in the envelope containing the technical bid.)</p>
4.	Annexure-4	<p><b>DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS</b></p> <p>(To be submitted by all the bidders in the envelope containing the technical bid.)</p>
5	Annexure-5	Declaration

## Annexure –1 of Schedule 7

### FORM OF BANK GUARANTEE BOND

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

\_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called ~~the said Agreement of security deposit~~ for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ Only)  
we, \_\_\_\_\_ (hereinafter referred to as ~~the bank~~)

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

2. We \_\_\_\_\_ do hereby undertake to

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

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

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

4. We, \_\_\_\_\_ further agree that the Guarantee herein contained (indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Service Department) certifies that the terms and conditions of the said Agreement have been fully and

properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

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

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

7. We, ..... lastly undertake not to revoke this guarantee during ..... (indicate the name of bank) its currency except with the previous consent of the Bureau in writing.

Dated the .....day of .....20

For .....

(indicate the name of bank)

**Annexure–2 of Schedule 7**

**DETAILS TO BE FURNISHED BY THE BIDDERS**

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

Name	Address	Qualification and Experience

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

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

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

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

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

Name and Signature of the Firm/Company  
Seal of the Firm/Company  
Dated:  
Place:

**Annexure –3 of Schedule 7**

**Details of the similar work/contract/supplies provided by the Bidder  
during last 3 years**

**Name of the Bidder:**

Year	Name of the Client with full address	Value of Contract	Remarks
<b>2014-2015</b>			
<b>2013-2014</b>			
<b>2012-2013</b>			

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

**Signature of Bidder**\_\_\_\_\_

**Name & Address of Bidder**\_\_\_\_\_

\_\_\_\_\_  
**Seal of the Firm/Company**

#### **Annexure-4 of Schedule 7**

##### **Declaration regarding black-listing and/ or litigations**

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

Date the ..... day of ..... 201

**Signature of Bidder**\_\_\_\_\_

Name & Address of Bidder\_\_\_\_\_

\_\_\_\_\_

Seal of the Firm/Company



## ANNEXURE 5 of Schedule 7

### DECLARATION

**From:-**

M/s.....

.....

.....

To

The Officer Incharge (Admn. & Finance),  
Bureau of Indian Standards,  
Western Regional Office,  
E-9, M.I.D.C., Manakalaya, Andheri (E)  
Mumbai-400093

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

I/We further undertake that none of the Proprietor/Partners/Directors of our firm was or is Proprietor or Partner or Director of any other firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Officer Incharge (Admn. & Finance), WRO, BIS immediately after any such information comes to our notice, but in any case not later than 15 days from the date such information comes to notice.

Yours faithfully,  
(Signature of the Tenderers)

Name:

Designation with Seal of the Firm

Dated.