



BUREAU OF INDIAN STANDARDS

Chief Vigilance Officer
Bureau of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002
Phone Nos. 23221143 Fax: 011-23231238

TENDER FOR APPOINTMENT OF CERTIFICATION BODY FOR FOR OBTAINING ISO 9001 CERTIFICATE

**TENDER NO:
BIS/VIGILANCE/ISO CERTIFICATION/2007-08**



BUREAU OF INDIAN STANDARDS

REQUEST FOR QUOTATION

BIS/VIGILANCE/ISO CERTIFICATION/2007-08

March, 2007

To,

Dear Sirs,

**SUB: APPOINTMENT OF CERTIFICATION BODY FOR OBTAINING ISO 9001
CERTIFICATE**

TENDER NO. : BIS/VIGILANCE/ISO CERTIFICATION/2007-08.

BUREAU OF INDIAN STANDARDS, New Delhi, invites sealed bids for APPOINTMENT OF CERTIFICATION BODY FOR OBTAINING ISO 9001 CERTIFICATE, under single stage two envelope system from competent agencies meeting the Bid Evaluation Criteria as stated in the detailed Bid Document attached.

Date of Pre-Bid Meeting : 09.04.2007, 1500 hrs. (IST)

Due date and time for submission of bids : 19.04.2007, 1400 hrs. (IST)

Due date and time for opening of un-priced bids: 19.04.2007, 1500 hrs. (IST)

If any of the days specified above happens to be a holiday in BIS, the next working day shall be implied.

The complete Bidding Document is also available on the website of BIS (www.bis.org.in)

Bid is to be submitted separately in one sealed envelope, super scribed with the above Tender no., Due Date & time, description! nature of bid with each of the two envelopes separately sealed, "Un-Priced Bid — Part A", "Priced Bid — Part B" super scribed with Tender no., due date and time, description / nature of bid.

PRE-BID MEETING

Pre-bid meeting will be held on 09-04-2007, 1500 hrs in our office at 9, Bahadur Shah Zafar Marg, New Delhi with the bidders. Bidders are requested to attend the same.

Contd..

BIS will appreciate submission of offer based on the terms and conditions in the enclosed Conditions of the Contract to avoid wastage of time and money in seeking clarifications on commercial aspects of the offer.

The bid will be submitted in two parts as follows:

PART- I (PART — A)

UN-PRICED BID (2 copies)

Complete with all technical details other than price along with TENDER duly signed with seal.

PART-II (PART B - PRICED BID 2 copies)

Price bid should contain only the prices, without any condition whatsoever.

Bids complete in all respects should reach the office of Chief Vigilance Officer, Bureau Of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi- 110 002 on or before the due date & time. Bids received after the due date and time are liable to be rejected.

Bids should be valid for 4 months from the bid due date.

Bids received through Fax/E-mail will not be acceptable.

Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price change, even if any deviation or exception may be specifically stated in the bid. Such price changes shall render the offer liable for rejection.

BIS reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

BIDS SHALL BE EVALUATED AS RECEIVED WITHOUT ANY REFERENCE TO BIDDER, THUS NO TECHNICAL / COMMERCIAL QUERY SHALL BE ISSUED BY BIS. THEREFORE, BIDDERS ARE ADVISED TO COMPLY WITH TENDER CONDITIONS IN ITS ENTIRETY.

Yours faithfully,
For Bureau of Indian Standards

Chief Vigilance Officer

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SECTION-1

*** CUT- OUT SLIPS**

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

**NAME OF WORK : APPOINTMENT OF CERTIFICATION BODY FOR OBTAINING
ISO 9001 CERTIFICATION**

TENDER NO : VIGILANCE/ISO CERTIFICATION/2007-08.

DUE DATE & TIME: 19.04.2007, 1400 hrs. (IST)

FROM

TO

Name:

Chief Vigilance Officer

Address:

Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

(To be pasted on the outer envelope containing "Priced", "Un-priced" bids)

CUT-OUT SLIP

PART-A

(UN-PRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

**NAME OF WORK : APPOINTMENT OF CERTIFICATION BODY FOR OBTAINING
ISO 9001 CERTIFICATION**

TENDER NO. : VIGILANCE/ISO CERTIFICATION/2007-08.

DUE DATE & TIME: 19.04.2007, 1400 hrs. (IST)

FROM

TO

Name:

Chief Vigilance Officer

Address:

Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

(To be pasted on the envelope containing "Un-priced" bids)

CUT-OUT SLIP

PART-B **(PRICED BID)**

DO NOT OPEN-THIS IS A QUOTATION

**NAME OF WORK : APPOINTMENT OF CERTIFICATION BODY FOR OBTAINING
ISO 9001 CERTIFICATION**

TENDER NO : VIGILANCE/ISO CERTIFICATION/2007-08.

DUE DATE & TIME: 19.04.2007, 1400 hrs. (IST)

FROM

TO

Name:

Chief Vigilance Officer

Address:

Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

(To be pasted on the envelope containing "Priced" bids)

SECTION-2

Instructions to Bidders (ITB)

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2.1.0 ARTICLE-I: COST OF BIDDING

- 2.1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and BIS, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.2.0 ARTICLE -2: BID DOCUMENT

- 2.2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid. Bidder must return the Agreed Terms and Conditions (as per Annexure - D), duly filled in, along with original TENDER issued by BIS.

The services required, bidding procedure and Contract Terms are prescribed in the TENDER.

2.3.0 ARTICLE -3: CLARIFICATION OF TENDER

- 2.3.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BIS in writing or by fax or cable at BIS's mailing address indicated in The Invitation for Bids. BIS will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BIS. Written copies of BIS response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents.

2.4.0 ARTICLE -4: AMENDMENT OF TENDER

- 2.4.1 At any time prior to the bid due date, BIS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding documents.
- 2.4.2 The amendment will be notified in writing or by fax or cable to all prospective bidders who have received the bidding documents and will be binding on them.
- 2.4.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BIS may, at its discretion, extend the bid due date.

2.5.0 ARTICLE -5: LANGUAGE OF BID

- 2.5.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BIS shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

2.6.0 ARTICLE - 6: DOCUMENTS COMPRISING THE BIDS

2.6.1 The un-priced part of the bid prepared by the bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule completed in accordance with Articles 7, 8 & 9.
- b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 26.
- C) Agreed Terms & Conditions duly filled-in.
- d) Details of the experience on works of similar nature executed during the last three years as per Annexure F
- e) Any other information/details required as per TENDER.
- f) Latest valid Employees Provident Fund (EPF) registration certificate. (Applicable for Domestic bidders)
- g) Power of Attorney in favour of the signatory to the bid.

2.7.0 ARTICLE -7: BID FORM

2.7.1 The bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the TENDER, indicating the scope of work, a brief description of the services and prices.

2.8.0 ARTICLE -8: BID PRICE

- 2.8.1 The bidder shall quote the prices in the price schedule attached to this TENDER.
- 2.8.2 Prices shall be quoted, in the prescribed Price Schedule by the bidder separately for each item of scope and in strict compliance to the format of the Price Schedule.
- 2.8.3 Prices quoted should be inclusive of fees towards complete scope of work, all taxes, duties, levies, license fees, service tax and also payment towards third party charges towards surveys etc. However, applicable rate of statutory taxes & duties must be indicated separately.
- 2.8.4 Inspection/Certification of all work/services at all stages shall be done by BIS wherever BIS so desires or by any third agency for which no extra charges shall be payable to the Bidder since all personal and incidental expenses of BIS's Inspectors shall be borne by BIS.
- 2.8.5 Conditional discount, if offered, shall not be considered for evaluation. Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids by BIS and will not in any way limit BIS's right to contract on any of the price basis/terms offered basis.
- 2.8.6 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.

2.8.7.0 Fixed Price

2.8.7.1 Prices quoted by the bidder shall be firm and fixed during the bidders performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- 2.8.7.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by BIS. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 2.8.7.3 Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.
- 2.8.7.4 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. BIS shall deduct Indian income tax applicable from the payments due to the bidder under the contract
- 2.8.7.5 Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Scope of Work. Auditors from Delhi only shall be deployed.

2.9.0 ARTICLE- 9: BID CURRENCIES

- 2.9.1 All Foreign component of the prices shall be quoted in US Dollars or home currency of the bidder only. All payments of the Foreign Component shall be made in US Dollars or home currency of the bidder only. Currency once quoted is not allowed to be changed.
- 2.9.2 The Expenditures to be incurred in India relating to this Contract shall be quoted in and be payable in Indian Rupees only.

2.10.0 ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

- 2.10.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period shall be rejected by BIS as non-responsive.
- The bidder shall not be entitled during the said period of 4 months, to r or cancel its Bid or to vary the Bid given or any term thereof.
- 2.10.2 Notwithstanding Clause 10.1 above BIS may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax or e-mail.

2.11.0 ARTICLE -11: FORMAT AND SIGNING OF BID

- 2.11.1 The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.11.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 2.11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

2.12.0 ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

2.12.1 A set of TENDER consisting of two copies of TENDER marked "ORIGINAL" and "BIDDER'S COPY" including Bid form shall be issued to the Bidders. One set of above documents, marked "BIDDER'S COPY", shall be retained by the Bidder for reference and the other set of the TENDER, marked "ORIGINAL", shall be submitted duly signed and stamped along with the bid. Documents mentioned in the TENDER shall be submitted along with the bid by the Bidders.

2.12.2 Addenda/Corrigenda to this TENDER, if issued, must be signed and submitted along with the TENDER.

2.12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the TENDER and not to stipulate any deviations.

2.12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

2.12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below:

2.12.5.1 PART-A:

2.12.5.1.1 **Part-A : Un-priced Bid** shall contain original and one copy of UN-PRICED BID complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out. The original and copy of un-priced bid shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with TENDER No., Item Details, Bid due date & time etc. and "UN-PRICED BID - DO NOT OPEN". The envelope shall also indicate the name and address of the bidder.

This is the "Techno-Commercial Bid". All the technical details of the project shall be given in this part of the offer.

The details submitted, shall include but not be limited to the following:

1. Bidder's Profile
2. Power of Attorney for the authorized signatories
3. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
4. Commercial Terms and Conditions
5. Details of Bidders' infrastructure in India as well as internationally.
6. Details of local support office in India, if any.
7. Summary of Experience as per format in Annexure F.
8. Profile of consulting resources, whom CONSULTANT plans to associate with BIS's project, shall be made available to BIS.
9. Stamped and signed copy of BIS TENDER.
10. Declaration that Bidder has not been banned/de-listed.
11. Bidder's testimonials.
12. Information/Documents/Certificates related to Bid Evaluation Criteria.
13. Any other document as may be required to substantiate the suitability of Bidder/CONSULTANT for BIS.

2.12.5.2 **PART-B:**

- 2.12.5.2.1 **Part-B : Priced Bid** shall be submitted in duplicate with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with TENDER No., Item Detail, Bid Due Date & Time etc. and “PRICED BID - DO NOT OPEN.”

Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the TENDER. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A — Un-priced bid.

2.12.6 **SEALING & MARKING OF BIDS**

- 2.12.6.1 a) The inner and outer envelopes shall be addressed to BIS at the following address:

Chief Vigilance Officer
Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002 (INDIA)

- b) Bear the words “Invitation Of Bids for “TENDER FOR APPOINTMENT OF CERTIFICATION BODY FOR OBTAINING ISO 9001 CERTIFICATE”, the TENDER No., and the words ‘DO NOT OPEN BEFORE 14.00 HRS. ON (BID DUE DATE).
- c) In addition to the information required in sub-clause (a) and (b) above, the inner envelopes shall also indicate the name and address of the Bidder.

- 2.12.7 If the outer envelope is not sealed and not marked as required by para 12.6, the BIS will assume no responsibility for the Bid’s misplacement or premature opening.

2.13.0 **ARTICLE - 13: BID DUE DATE**

- 2.13.1 Bids must be received at the address specified in the Invitation for Bids (IFB) not later than the date and time specified in the TENDER.

- 2.13.2 BIS may, at its discretion, on giving reasonable notice by fax, telex or cable or any written communication to all prospective bidders who have been issued the TENDERS, extend the bid due date, in which case all rights and obligations of BIS and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

2.14.0 **ARTICLE - 14: LATE BIDS**

- 2.14.1 Any bid received by BIS after the bid due date and time prescribed in Invitation For Bids shall be rejected.

- 2.14.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

2.15.0 ARTICLE - 15: MODIFICATION AND WITHDRAWAL OF BIDS

2.15.1 The bidder may modify or withdraw his bid after the bid submission, provided that the modification/withdrawal notice is received by the BIS prior to the bid due date & time.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Article 12.6. A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

2.15.2 Subject to Article-17.4, no bid shall be modified subsequent to the deadline for submission of bids.

2.15.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.

2.16.0 ARTICLE - 16: OPENING OF BIDS BY BIS

2.16.1 The bids will be opened by the BIS at their office at Chief Vigilance Officer, Bureau Of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi- 110 002 (INDIA) in the presence of bidders' representatives (duly authorized by a competent person and having the Letter of Authority as per Performa at Annexure F), who choose to attend, on date, time and venue as mentioned in the Invitation For Bids (IFB).. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

2.16.2 The bidder(s) names, modifications, bid withdrawals and such other details as BIS, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of un-priced bid.

2.16.3 The Bidder's names, prices of Bids, all discounts offered, modifications and Bid withdrawals and such other details as BIS, at its discretion, may consider appropriate, will be read out at the time of opening of priced bids of technically and commercially acceptable bidders.

2.17.0 ARTICLE - 17: EVALUATION OF BIDS

2.17.1 BIS will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

2.17.2 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid within the scope of work, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.

2.17.3 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

2.17.4 TECHNO-COMMERCIAL EVALUATION OF BIDS

2.17.4.1 Bids will be evaluated in accordance with the Bid Evaluation Criteria given below:

A) TECHNICAL CRITERIA:

The Bidder must have carried out at least five certifications of Vigilance Department/Police Activity in India during last 5 years.

B) FINANCIAL CRITERIA:

The annual turnover of the bidder should be more than or equal to Rs. 20 lacs in any of the preceding 3 financial years i.e. 2003-04, 2004-05, 2005-06.

The Bidder should furnish documentary evidence (Copy of work orders & relevant completion certificates, Balance sheet/ P&L Account etc.) duly notarized by a notary public to substantiate its eligibility against the above technical as well as financial evaluation criteria along with the bid. In the absence of such requisite documents, BIS reserves the right to reject the bid without any reference to the bidder.

2.17.4.2 Bids will be evaluated as received and no query will be asked from the bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, BIS may, at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted.

2.17.4.3 Prior to the evaluation and comparison of bids pursuant to Article-19, BIS will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. BIS's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.

2.17.4.4 A bid determined as substantially non-responsive will be rejected by BIS and may not subsequently be allowed by the BIS to be made responsive by the bidder by correction of the non-conf 17.4.5 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of TENDERS by the Bidder:

- i) Performance Security (Contract Performance Bank Guarantee)
- ii) Period of validity of bids as per Article - 10 of Instructions to Bidders (ITB).
- iii) Force Majeure as per Article 19.0 of General Conditions of Contract (GCC)
- iv) Resolution of Dispute/Arbitration as per Article 9.0 of GCC
- v) Firm Price.
- vi) Completion Period of total scope of work
- vii) Termination of Contract as per Article-16.0 of GCC
- viii) Price Reduction Schedule as per Article 12.0 of GCC
- ix) Payment Terms as specified in the TENDER.

- x) Any advance sought by the bidder.
- xi) Non-submission of EPF registration certificate by Domestic Bidder.

2.17.4.5 Bids not confirming to technical specification/requirements (Scope of work) as mentioned in TENDER will be rejected.

2.17.4.6 Conditional Bids will be liable for rejection.

2.18.0 ARTICLE - 18: OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders will be opened in public. The price bids of those bidders determined to be not substantially responsive will be rejected.

2.19.0 ARTICLE - 19: COMPARISON OF BIDS

2.19.1 The BIS will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-17.

2.19.2 Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

2.19.3 To facilitate evaluation and comparison, BIS will convert all bid prices expressed in US\$ or home currency of the bidder to the Indian currency, i.e. Indian Rupees, at Bill Collection selling market rate of foreign exchange declared by the State Bank of India prevailing one day prior to the date of Opening of price Bids.

2.19.4 The evaluated price of the bidders shall include total price inclusive of all taxes, duties, levies etc. as applicable under this contract.

2.19.5 Purchase preference to Central Government Public Sector Undertakings shall be allowed as per Government instructions in vogue.

2.19.6 Comparison of Bids will be on the basis of overall lowest cost to BIS for all the items clubbed together.

2.20.0 ARTICLE - 20: CONTACTING BIS

2.20.1 Subject to Article 17.2, 17.3 & 17.4.2 no Bidder shall contact BIS on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

2.20.2 Any efforts by a bidder to influence BIS in BIS's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

2.21.0 ARTICLE -21: AWARD CRITERIA

BIS will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the contract.

2.22.0 ARTICLE-22: BIS'S RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS

- 2.22.1 BIS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the BIS'S action.
- 2.22.2 In awarding the CONTRACT for the SERVICES, BIS reserves the right to make the award based on evaluation criteria to one or more Bidders.

2.23.0 ARTICLE - 23: NOTIFICATION OF AWARD

- 2.23.1 Prior to the expiration of period of bid validity BIS will notify the successful bidder in writing or by fax, e-mail or telex to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Fax of Intent (FOI).
- 2.23.2 Completion Period shall be counted from the date of Fax of Intent. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to Article - 24.

2.24.0 ARTICLE - 24: ACCEPTANCE OF ORDER

- 2.24.1 After the successful Bidder has been notified that his Bid has been accepted, BIS will send to such bidder a Letter of Acceptance (LOA) incorporating the conditions agreed between the parties.
- 2.24.2 BIS will send the LOA to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to BIS, in token of acceptance of the contract.

2.25.0 ARTICLE-25: INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this tender.

2.26.0 ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONG WITH THE UN-PRICED PART OF THE BID

It is expressly understood and agreed by and between -----(the Company) and Bureau Of Indian Standards that BIS., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BIS is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The -----(Company) expressly agrees, acknowledges and understands that BIS is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly (Company) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to GOI as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

2.27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by BIS, New invoices must be addressed to:

Chief Vigilance Office
Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to:-

Chief Vigilance Office
Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

2.28.0 ARTICLE-28: BIS'S BANKERS

BIS's Bankers are:

SYNDICATE BANK, CANARA BANK,CENTRAL BANK OF INDIA
Delhi, India.

SECTION-3

General Conditions of Contract (GCC)

ARTICLE 3.1.0: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between BIS and Consultant for Services as per this TENDER.

BIS/OWNER shall mean Bureau Of Indian Standards

BIS's REPRESENTATIVE means the person appointed or authorized from time to time by BIS for execution of the contract.

CONSULTANTS REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

Chief Vigilance Officer shall mean the person designated from time to time by the BIS and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by BIS.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice- versa where the context requires.

ARTICLE 3.2.0: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to BIS, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents/reports etc. in due time and in accordance with the Tender conditions.

3.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of BIS.

ARTICLE 3.3.0: BIS'S REPRESENTATIVE

- 3.3.1 BIS shall nominate its Representative(s) who shall be entitled to act on behalf of BIS with respect to any decision it is empowered to make. The bill I invoice of Consultant will be certified for payment by such representatives.

ARTICLE 3.4.0: CONSULTANT'S REPRESENTATIVE

- 3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between BIS and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify BIS in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with BIS's consent after getting approved his CV's from BIS.

BIS shall be at liberty to object to any nomination and to require Consultants to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to BIS.

- 3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 3.5.0: PAYMENT TERMS

- 3.5.1 BIS shall pay for the services rendered as per stipulation in the tender. All Bank charges of consultant's Bankers shall be to the consultant's account.

- 3.5.2 Consultant will invoice BIS according to the terms and conditions provided in the tender.

- 3.5.3 Payment terms will be as follows:

- 3.5.3.1 For all consultancy jobs for preparation of reports, Payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIAIRRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

- 3.5.3.2 For Acquisition/Due diligence consultancy cases Payment terms will be as follows:

Stages	Payment
(age of lumpsum price)	

- | | |
|--|-----|
| a) On submission and acceptance of draft report | 40% |
| b) On submission and acceptance of Final report by BIS | 20% |

- | | |
|--|-----|
| c) On formulation and submission of Bid | 15% |
| d) On negotiations, deal finalization and deal execution | 25% |

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

BIS reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated t above.

3.5.3.3 FOR PMC JOBS! PROJECT QUALITY CONSULTANTS

Payment terms shall be as follows:

- On completion of Milestones against each activity of Project
as identified in the scope of work progressively based on
Fortnightly invoices 95%
- Alter close out of Project on completion of job in all respects 5%

3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)

3.5.4 In case of disputes concerning invoice(s), BIS shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its I their rejection.

BIS shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof

> The disputed amount, if any, shall be paid after mutual settlement between BIS and Consultant.

>Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6.0: PERFORMANCE GUARANTEE

3.6.1 Consultant shall submit to BIS an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format' of performance guarantee is annexed hereto (Annexure-C). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

3.6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 3.7.0: CONFIDENTIALITY

- 3.7.1 Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by BIS without the prior written consent of BIS.
- 3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non disclosure provided for hereof.

ARTICLE 3.8.0: TAXES AND DUTIES

- 3.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 3.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by BIS. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.8.3 Consultants will not claim from BIS any taxes paid by him.
- 3.8.4 BIS shall deduct Income tax at source at applicable rates.

ARTICLE 3.9.0: RESOLUTION OF DISPUTES I ARBITRATION

“ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, (whether during the progress of the work or after their completion the same shall be settled amicably through mutual discussions, or shall be referred to the sole arbitrator as appointed by the Director General of BIS”.

ARTICLE 3.10.0: LEGAL CONSTRUCTION

- 3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated .at New Delhi.

ARTICLE 3.11.0: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

- 3.11.1 BIS may suspend in whole or in part — the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, BIS may request Consultant to resume the performance of the services, without any additional cost to BIS.
- 3.11.5 In case of suspension of work by consultant on BIS's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12.0: PRICE REDUCTION SCHEDULE (PRS)

- 3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to BIS's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 3.12.2 BIS may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and BIS agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which BIS would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BIS in the matter of applicability of price reduction shall be final and binding.

ARTICLE 3.13.0: ASSIGNMENT

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of BIS which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 3.14.0: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, trade marks, names or protected rights and shall keep BIS harmless and indemnify BIS from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to BIS will be property of BIS.
- 3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by BIS for carrying out of any services with any third parties.

3.14.4 Consultant shall not without the prior written consent of BIS be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15.0: LIABILITIES

3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16.0: TERMINATION OF CONTRACT

3.16.1 Termination for Default

BIS reserves its right to terminate or short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as BIS may authorize in writing) after receipt of the default notice from BIS.

3.16.2 Termination for Insolvency

BIS may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BIS.

3.16.3 Termination for convenience

BIS may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by BIS till the date upon which such termination becomes effective

ARTICLE 3.17.0: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.18.0: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of _____ as per proforma (Annexure B) within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19.0: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise BIS by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, BIS reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BIS nor Consultant shall be liable to any extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the BIS shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE 3.20.0: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without BIS'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by BIS) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE 3.21.0: SUB CONTRACT

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by BIS. Upon the request of BIS, the consultant shall submit for BIS's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE. 3.22.0: NOTICES

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE 3.23.0: ACQUISITION OF DATA

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. BIS, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

SECTION-4

Scope of Work & Deliverables

SCOPE OF WORK

INTRODUCTION

BIS is intending to obtain ISO 9001:2000 Quality Management System Certification for the Vigilance Department consisting of 10 employees at BIS Corporate Office at 9, Bahadur Shah Zafar Marg, New Delhi

SCOPE OF WORK

The Scope of Work for the Certification Agency would cover at Least, but not limited to the following:

- **The Scope of the Certification service is to assess and certify that a management system complies with the requirements of ISO 9001:2000.**
- **Review of system Documentation followed by pre-assessment audit at Auditee's premises. Initial system audit at the Auditee's premises in order to verify conformance between the system as documented and its implementation.**
- **Issue of certificate of conformity for the period of three years.**

Periodical Annual Surveillance Audits (TWO IN THE TOTAL OPERATIVE PERIOD) of the system throughout the certificate's validity period, in order to verify that the system is being maintained. Upon completion of each stage as described above a report is issued to the auditee.

CERTIFICATION BODY

Certification body shall be accredited by NABCB (Quality Council of India).

PAYMENT TERMS

Payment terms shall be as per clause no. 3.5.3.3 of GCC (General Conditions of Contract — Section - 3 of tender document) with the following milestones:

1. Application fees on award of contract
2. On receipt of ISO 9001:2000 certification
3. After each Surveillance Audit

COMPLETION / CONTRACT PERIOD:

The completion of grant of certificate shall be within 120 days of LOA

Contract period shall be Three (3) years from the date of award of contract.

SECTION-5

Schedule of Rates / Price Schedule

SCHEDULE OF RATES

Tender No.:

Job: Appointment of Certification body for obtaining ISO 9001 certification

Sl. No.	Description	Unit	Amount (Rs.)	
			In Fig	In words
1.	Application Fee (Fee for adequacy audit preliminary visit/pre-audit included in the application fee)	Lump sum		
2.	Assessment Fees (manday charges)	Lump sum		
3.	Licence fee for 3 years.			
4.	Surveillance Audit Fees			
5.	Travel and stay charges during audits			
6.	Specific visit fees (for follow-up audits, if any)			
	TOTAL			

TOTAL AMOUNT IN WORDS = _____

BIDDER: M/s _____

Place: _____ Signature of Authorized Signatory: _____

Date: _____ Name : _____

Designation : _____

Seal : _____

SECTION-6

ANNEXURES

Bid Form

To:

Chief Vigilance Office

Bureau Of Indian Standards,

9, Bahadur Shah Zafar Marg,

New Delhi- 110 002

Date:

Dear Sir,

Having examined the TENDER No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions of TENDER.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank in a sum not exceeding 5% of the Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of four months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 2007

Signature of authorized signatory

Name: _____

Date:

Designation:

Place:

Seal:

Contract Agreement Form

AGREEMENT for “_____” (hereinafter called the “Job”) made on _____ day of _____, 2007 between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Bureau of Indian Standards hereinafter called “BIS” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

BIS being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in TENDER of BIS and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

BIS accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by BIS upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with BIS that the CONSULTANT shall and will duly, provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, BIS does hereby agree with the Agreement that BIS will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by BIS at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for
for and on behalf of

Signed and Delivered
and on behalf of

M/s BIS, New Delhi

M/s_____

Date:_____

Date:_____

Place:_____

Place:_____

IN PRESENCE OF TWO WITNESSES

1._____

1._____

2._____

2._____

**PERFORMANCE SECURITY
(CONTRACT PERFORMANCE BANK GUARANTEE)
- UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:

Date:

To

Chief Vigilance Officer,
Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

Dear Sirs,

In consideration of the BIS, New Delhi (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____(hereinafter referred to as the "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of _____by issue of OWNER Order No._____ dated _____ and the same having been accepted by the Consultant resulting into CONTRACT for_____ as per above referred Order having a total value of _____for the work of _____ and the CONSULTANT having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) _____having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the Consultant to the extent of 5%(Five percent) of the Contract Prices as aforesaid at any time upto _____ without a reference to the CONSULTANT. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONSULTANT discharges this guarantee. OWNER and CONSULTANT or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time

to time to extend the time for performance by CONSULTANT of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against CONSULTANT, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and CONSULTANT or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that OWNER may have in relation to the CONSULTANT'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the CONSULTANT on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Consultant up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ of 2007.

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated accorded to him by the bank.

Dated _____ . The _____ day of _____ 2007.

WITNESS:

(SIGNATURE)

(SIGNATURE)

BANK RUBBER

(NAME)

STAMP

(NAME)

(OFFICIAL SEAL)

Designation with bank stamp Plus Attorney as per Power Of Attorney/ Resolution Board of Directors

Date:

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name M/s _____

TENDER No. _____

Offer Ref. _____

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

S. No.	Description	Bidder's confirmation
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the TENDER.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the TENDER.	
3.	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.	
4.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.	
5.	Bidder's name and address	
6.	Confirm that quoted prices shall remain firm till completion of Project.	
7.	Please confirm the currency of quoted prices (Indian Rupees/US \$1 Home currency of the bidder).	
8.	Confirm acceptance of Completion period as per requirement Specified in TENDER (to be reckoned from date of Fax of Intend)	

S. No.	Description	Bidder's confirmation
9.	<p>Confirm that following are submitted:</p> <ul style="list-style-type: none"> a. Document as per Article 12.5.1.1 of ITB b. Documentary proof as per Article 17.4.1 of ITB c. Agreement on bidders letterhead as per Article 26.0 of ITB d. Copy of Latest EPF registration certificate (in case of Indian Bidder) e. Experience as per Annexure — F f. Complete technical literatures! catalogues and Users reference if any. 	
10.	<p>Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the TENDER.</p>	
11.	<p>Confirm that in case of delay in completion beyond contractual completion date the invoice shall be submitted for the amount duly reduced to the extent of PRS against each phase.</p>	
12.	<p>Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.</p>	
13.	<p>Confirm acceptance of relevant Terms of Payment as specified in the TENDER. [terms indicated in TENDER do not provide for any advance payment to be made to the bidder(s)].</p>	
14.	<p>Confirm that Contract Performance Bank Guarantee (CPBG) for 5% of' order/contract value shall be furnished within 30 days of Fax of Intent, valid for 3 months beyond the expiry of' Guarantee/Warranty period as per terms of TENDER.</p>	

S. No.	Description	Bidder's confirmation
15.	<p>Confirm acceptance in to of the Terms & Conditions contained in</p> <ul style="list-style-type: none"> i) Instructions to Bidders ii) General Conditions of Contract (GCC). iii) Scope of work & Deliverables. iv) All other commercial documents! attachments of TENDER. 	
a)	In case of reservations, confirm that clause wise comments have been specified as annexure to this format.	
b)	All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.	
16.	The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
17.	All correspondence must be in English Language only.	
18.	Indicate Name & Contact No. (Telephone/Fax No./E-mail) of person(s) to whom queries, if any, are to be addressed against your bid.	

S. No.	Description	Bidder's confirmation
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER and to reject any or all bids including those received late or incomplete.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature_____

Name_____

Designations_____

Office Stamp_____

Tel No._____

Fax No._____

**Proforma of Letter of Authority for Attending the
Bid Opening/Signing the Agreement**

No.

Date:

Chief Vigilance Officer,
Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

Attn:

Sub: Tender No.BIS/VIGILANCE/ISO CERTIFICATION/2007-08

Dear Sirs,

We _____ do hereby confirm that Mr. (name and address)
_____ is/are authorized to represent us for bid opening and
signing of the Agreement on our behalf with you against your above cited tender for
_____.

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

BIDDER'S EXPERIENCE

Sl. No.	Experience in similar jobs	Company Name	Contract Number & Year	Value

Signature_____

Name_____

Designations_____

Office Stamp_____

DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BIS immediately at the following address:

Chief Vigilance Officer,
Bureau Of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi- 110 002

Attn.: Anant Dhul

Tel: 23235336, 23221143

Fax: 23231238

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BIS makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.