

**BUREAU OF INDIAN STANDARDS**  
Patna Branch Office and Laboratory  
Patliputra Industrial Estate, Patna-800013, Bihar

**Tender Document for**

**RENOVATION OF BIS PATNA BRANCH OFFICE AND LABORATORY**

**SIGN & STAMP**

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## Section - 1: NOTICE

### BUREAU OF INDIAN STANDARDS

Patna Branch Office and Laboratory  
Patliputra Industrial Estate, Patna-800013, Bihar  
pbo@bis.org.in, pbol@bis.org.in  
www.bis.org.in

1. BIS is a statutory body established under Bureau of Indian Standards Act, 1986, having its head office at 9, Bahadurshah Zafar Marg, New Delhi 02.

2. BIS invites sealed tenders under two-bid system for the following works at its branch office and laboratory located at Patliputra Industrial Estate, Patna-800013, Bihar from eligible Bidders. Details of the work are specified in Section-5:

| S.l No. | Work Description                                     | Earnest Money (EMD) | Approx. Work Value |
|---------|--|---------------------|--------------------|
| 1       | Renovation of BIS Patna Branch Office and Laboratory | Rs.29,500.00        | Rs 29,50,000.00    |

### 3. Time Schedule:

- (a) Date of issue of tender document/forms: 21 July 2015
- (b) Last date of receipt of completed tender application with EMD: 20 Aug 2015 by 1500 h
- (c) Date, Time and Venue for opening of Tender: 20 Aug 2015 at 1530 h

4. The tenders may be submitted by post or by hand in bid-box (not by email or fax) to:

### BUREAU OF INDIAN STANDARDS

Patna Branch Office and Laboratory  
Patliputra Industrial Estate, Patna-800013, Bihar

5. Any queries may be addressed to pbo@bis.org.in, pbol@bis.org.in

**Tender document can be downloaded from [www.bis.org.in](http://www.bis.org.in)**

**-Head, Patna Branch Office, BIS**

## SECTION-2: ELIGIBILITY CRITERIA

### 1. Eligible Bidder should :

- (i) Have minimum **10 years** of experience of **Civil works** (copies of supporting documents should be enclosed).
- (ii) Have minimum turnover of **Rs. 25 Lakhs** per year during each of the last three years .(copies of audited Balance sheets of the last three years should be enclosed).
- (iii) **Should have executed a minimum of One job of similar nature of value of 25 lakhs (or) a minimum of 2 similar jobs of value of Rs. 20 Lakhs (or) 3 similar works of Rs. 12 Lakhs each in the previous three years. (copies of supporting documents should be enclosed).**
- (iv) 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).
- (v) have valid registration with CPWD/ Public Works bodies/Govt.Depts/PSUs (copies of supporting documents should be enclosed)

## SECTION 3 - INSTRUCTIONS TO APPLICANTS

1.1 Sealed Bids, *under two bid system (Technical bid and financial bid)*, are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for **Renovation of Patna Branch Office and Laboratory**, as per details specified in the **Section-5**.

### 2. Issue of Tender Document:

2.1 The blank Tender document will be available during the period indicated in the **annexure 5**, on the website of the Bureau ([www.bis.org.in](http://www.bis.org.in)).

2.2 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 [If deemed necessary by BIS]:

4.1 A Pre-bid conference of all intending Bidders will be held at the scheduled date and time indicated in the **annexure 5**. Intended Bidders will be allowed to seek clarification, if any.

### 5. Validity of Bids:

5.1 The Bids will be valid for a period indicated in annexure 5 from the date of its

| Windows-BIS-Manakalaya, New Delhi |                   |                      |           |            |            |            |                |                      |                   |            |         |         |         |         |        |          |         |              |                  |                     |                     |  |  |  |   |
|-----------------------------------|-------------------|----------------------|-----------|------------|------------|------------|----------------|----------------------|-------------------|------------|---------|---------|---------|---------|--------|----------|---------|--------------|------------------|---------------------|---------------------|--|--|--|---|
| SI No.                            | Description       | Area Windows (sq.ft) |           |            |            | DGU WINDOW | AREA DGU GLASS | NORMAL GLASS WINDOWS | AREA NORMAL GLASS | ALL FLOORS |         |         |         |         |        |          |         | window total | Total area Sq.Ft | Total area fix part | Total area openable | Windows                                      |  |  |   |
|                                   |                   | WINDO W AREA         | Fix panel | open panel | GLASS AREA |            |                |                      |                   | 1ST FL.    | 2nd FL. | 3rd FL. | 4th FL. | 5th FL. | G.F.I. | Basement | Terrace |              |                  |                     |                     | A SIDE                                       | B SIDE   | C Side                                     | D side  |
| 1                                 | <br>W1-4'9"x5'8"  | 26.88                | 18.56     | 8.32       | 2285%      | 25         | 571.2          | 96                   | 2193.41           | 16         | 20      | 20      | 20      | 37      | 8      |          |         | 121          | 3252.48          | 2245.76             | 1006.72             | 23= G.fl-8 & top Floor - 11+4 Windows A Side | 45= 12+ 15 typical Window ,4+5 on top,5+4 on lower fl. | 53= 24+9Typical fl,8+5 Top fl,3+4 lower fl | TYPICAL FL. All SIDE WINDOW- 8-Ront Side, 37- Top floor All Side, 20-B&D Side Windows, 16- B&D Side windows - 21+ 4= 25 WINDOWS DGU |
| 2                                 | <br>W1A-4'9"x5'8" | 26.88                | 18.56     | 8.32       | 2285%      | 4          | 91.39          | 0                    | 4                 |            |         |         |         |         |        |          |         | 4            | 107.54           | 74.24               | 33.28               | 4  |  |  | OFFICE WINDOW NEAR SHAFT AHU SIDE- 4 W DGU  |
| 3                                 | <br>W2-4'9"x4'9"  | 22.56                | 16.06     | 6.5        | 1918%      | 12         | 230.1          | 36                   | 690.336           | 9          | 13      | 13      | 13      |         |        |          |         | 48           | 1082.88          | 770.88              | 312                 | 48=36+ 12 typical floor A Side window        |  |  | TYPICAL FL. FRONT SIDE WINDOW- A Side 9+4 Windows on typical FL.- 12W DGU A SIDE  |
| 4                                 | <br>W2A-4'9"x4'9" | 22.56                | 17.62     | 4.94       | 1918%      | 0          | 3              | 57.528               |                   |            |         |         |         |         |        | 3        | 3       | 67.68        | 52.86            | 14.82               |                     | 3  |  |  | TERRACE FLOOR- Fire Station rm. & back side stairs mummy  |

opening.

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

6.1 The Bidder shall deposit with the Bureau a sum indicated in the **annexure 5**, 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, New Delhi.

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 works during the next twenty-four (24) months effective from the date of such revocation.

6.4 If the successful Bidder fails to furnish the performance security or fails to sign the agreement, its Earnest Money Deposit will be forfeited by the Bureau.

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**

7.1 Only those Bidders, who fulfill the eligibility criteria as mentioned in the **section 2**, are eligible to submit their Bids.

## **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 annexures, 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. **Rates are to be quoted only as per the PRICE BID format at annexure 6.**

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

9.1 The complete Bid will be submitted by depositing the same in the Bid Box or by mail which reaches the specified place before the specified time. Mail includes Speed Post, Registered Post.

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 in section 1 (Notice) not later than the time and date specified in the annexure 5. 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. Modification and Withdrawal of Offer**

*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 bid shall consist of one covering envelope, which shall contain a covering letter and two envelopes, one each for technical and financial bid.*

***Envelope No.1 (Technical Bid):*** *The technical bid envelope shall be labeled "technical bid" and shall contain the following documents:*

(1.a) Check-List of all the documents enclosed (as per format at annexure 8);

(1.b) The EMD as indicated in clause 6.1 above

(1.c) Attested copy of the valid registration document issued by CPWD/other PWD/ Govt Dept/PSU to the authorized organization;

(1.d) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail, details of turnover for last 3 years, registration with CPWD/govt/PSUs etc. along with supporting documents(**Annexure-2**);

(1.e) Copies of Income Tax Returns and Service Tax Returns filed with the concerned Authorities;

(1.f) *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;*

(1.g) 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 submitted as a token of its acceptance;

(1.h) A statement showing the similar type of works executed in the last 3 years along with supporting documents (**Annexure-3**);

(1.i) A declaration regarding black-listing and/ or litigations (**Annexure-4**)



**Envelope No.2 (Financial Bid):** This envelope shall be labeled financial bid and shall contain item-wise price for the works as per **annexure -6**, duly filled in and initialed on each page. The instructions contained in clause 8 may also be noted.

Both the envelopes 1 and 2 shall be put together in a common sealed covering envelope super-scribing the name of works to be executed as mentioned in **section 5** and the name and address of the Bidder at the bottom left.

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

(a) The terms Financial Bid and Price Bid have been used interchangeably in this document. They shall be taken to mean the same thing.

(b) The total financial Bid amount should be written both in words and figures.

(c) The Bidder shall submit the Bid which satisfies each and every condition laid down in this tender document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

(d) Any change that will be made in the tender paper 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.

(e) The Financial Bid shall be inclusive of all taxes including Local taxes, etc. to be paid by the Bidder and claim for extra payment on any such account shall not be entertained.

### **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:*

*(1.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*

*(1.b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or an 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 shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.*

### **15. Opening of Bid**

The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **annexure 5** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

#### **16. Shortlisting of Bidders**

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

#### **17. Opening of Financial Bids**

*The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (**annexure 6**) shall then be read out.*

#### **18. Acceptance of Bid**

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

#### **19. Process to be Confidential**

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

#### **20. Execution of Contract Document**

20.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached (annexure 7) with the Bid Documents on a stamp paper of proper value. The Agreement should be signed within 7 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 (Section 4).

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

#### **21. Rights of the Bureau**

21.1 The Bureau reserves the right to suitably increase/reduce the scope of work. The right to split up works in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.

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

**22. Notice to form Part of Contract**

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

## Section 4: CONDITIONS OF CONTRACT

### 1 DEFINITIONS:

- i) **‘Contractor’** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- ii) **‘Works’** shall mean the items to be executed for the Bureau by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.
- iii) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- iv) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- v) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vi) **‘Government’** shall mean the Central Government.
- vii) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- ix) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- x) **‘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.
- xi) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Works.
- xii) **‘Bid’** means the Contractor’s priced offer to the Bureau for the supply of the Works 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.

- xiii) **‘Letter of Acceptance’** means the formal acceptance by the Bureau.
- xiv) **‘Commencement Date’** means the date upon which the Contractor receives the notice to commence the Works.
- xv) **‘Time for Completion’** means the time for completing the works (including passing of tests) or any part thereof as stated in the Contract calculated from the Commencement Date.
- xvi) **‘Annexure’** referred to in these conditions shall means the relevant annexure appended to the Tender Document and the Contract.

## **2. PARTIES TO THE CONTRACT**

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

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

## **3. Performance Security**

To ensure due performance of the contract, an interest-free Performance Security, for an amount of Rs. **1,50,000.00** has to be deposited by the contractor in the form of an Account payee Demand Draft in favour of ‘Bureau of Indian Standards’ payable at ‘New Delhi’ or a Bank Guarantee as per format indicated in **Annexure-1**.

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

Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for

damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

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

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

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

#### **4. CONTRACT DOCUMENTS:**

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

- i) The Agreement
- ii) Minutes of pre-bid meetings, clarifications
- iii) The Conditions of Contract
- iv) Tender Notice and Tender Document
- v) Letter of Acceptance.
- vi) Any other c o r r e s p o n d e n c e exchanged between the parties in connection with the contract.
- vii) The Contractor's Offer

#### **5. Quality of Works**

All works by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, furnish proof to the satisfaction of the Competent Authority that the works so comply.

## 6. Inspection

The contractor shall provide an inspection report/ certificate that the materials/installations confirm to all specification contained in the Contract. The Competent Authority will carry out inspection of the works to confirm their conformity to the Contract specification/quality.

The Competent Authority shall be entitled at any time to inspect and examine any works intended to be executed or materials intended to be used/installed either at the factory, godown or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

The Competent Authority shall have full powers to require removal of any or all of the works executed/installed by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by the Bureau. In case of default on the part of the Contractor in removing the rejected materials/installations, the Competent Authority of the Bureau shall be at liberty to have them removed by other means. The Competent Authority shall have full powers to procure other proper materials/installations to be substituted for rejected materials/installations and in the event of the Contractor refusing to comply, he may cause the same to be executed by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

## 7. Warranty

The Contractor shall be fully responsible for replacement/rectification of defective works at the time of delivery/operation and for those works covered under warranty period, the contractor shall be responsible during the period of such warranty.

## 8. Damages for delay

*The Contractor has to commence work within 7 days of receipt of the work order and complete the work within 90 days of commencement of work.*

*If the Contractor fails to perform the works as per the time schedule period specified in the Contract, the Bureau shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum defined by the following schedule\*:*

| <i>Liquidated damages as % of total cost of works</i> | <i>Delay beyond expected completion time</i>  |
|---|---|
| <i>1%</i>   | <i>Per week after completion date as per this contract. (Completion includes hand over of completed works)</i>              |
| <i>10%</i>  | <i>After a maximum of 8 weeks, including a penalty of 2% over and above the 8% along with possibility of termination of</i> |

**9. Risk purchase**

In case the Contractor fails to execute the works, the Bureau reserves the right to get it executed from alternate sources at the risk, cost and responsibility of the Contractor.

**10. Imposition of fines / penalty**

Suitable fine (to be determined by Competent Authority of BIS) will be imposed in case of unsatisfactory quality of work or any damage done to BIS property during the course of work.

**11. Payments Terms**

*The payments shall be made to the contractor stage-wise as per the following schedule\*:*

| <b>Stage No</b> | <b>Stage of Work</b>                   | <b>Payment admissible as percentage of total cost</b>   |
|-----------------|--|---|
| 1               | Start                                  | 10% Mobilization advance, (Against suitable bank guarantee ) for the total amount of the project cost. ( BIS may charge an additional Interest on this amount till the time materials are supplied to site) |
| 2               | Running Bills                          | Upto 75% as a Secured Advance against invoice value of supplied materials/works   |
| 3               | Pre Final Bills on Completion of work. | Up to 95% of the total Value of invoices after completion of work.  |
| 4               | Final Amount                           | Final 5 % to be released after a period of 3 months and after final bill verification by BIS  |
|                 |  |   |

Bills for Works executed under this contract shall be prepared in duplicate by the Contractor immediately after the Works have been executed, tested and accepted by the Bureau. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor/credited directly in Bank Account of the Contractor. The payment will be subject to the provisions



of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

**12. Indemnity:**

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

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

**13. Termination / Suspension of Contract**

The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the Works, 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.

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 commence Works or Services in accordance with this Contract, or failed to complete the supply the Works or provide Services 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) Serious discrepancy in the quality of the Works is noticed during the inspection.
- (e) Delays in delivery and installation beyond a period of 60 days from the scheduled date of delivery / Installation.
- (f) If the Contractor is in breach of any law or statute governing the supply of Works/ Services;
- (g) The Contractor, in the judgement of the Bureau, has engaged in corrupt or

fraudulent practices in competing for or in carrying out the Services under the Contract.

(h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;

(i) The Contractor becomes insolvent;

(j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;

(k) 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;

(l) 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.

#### **14. Termination by the Bureau**

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

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

If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days.

If the Contractor terminates the agreement without prior notice of 60 days, then the entire performance security will be forfeited.

#### **16. Force Majeure Clause:**

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to

as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out

components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

**17. Confidentiality**

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Works and services under this Contract to any person, without the prior written consent of the Bureau.

**18. 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.

**19. Disputes & Arbitration**

The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Annexure-5. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

**20. Mode of serving Notice**

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

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

**21. Governing language**

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

**22. Law:**

The contract shall be governed and interpreted under Indian Laws.



**23. Legal Jurisdiction**

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

**24. Stamp duty:**

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

**25. Validity of the Contract**

This contract shall be valid for one year from the date of signing of this contract.

## Section – 5 : SCOPE OF WORK/TECHNICAL REQUIREMENTS

| Sl.No | Item  | Unit | Total Qty.              | Purpose   |
|-------|---|------|-------------------------|---|
|       | <b>Civil Work</b>   |      |                         |   |
| 1     | 12 mm of cement plaster of mix 1:6 (1 cement:6 fine sand)   | SQM  | 119.50                  | 12mm cement plaster for repairing and making good of walls and ceiling wherever required.   |
| 2     | <b>Doors and windows</b>  |      |                         |   |
|       | Replacement of damaged/semi-damaged flush doors   | Sqm  | 28.40                   | For replacement of flush doors wherever partially or completely damaged (provision has been taken for around 25% of doors).   |
|       | Repair of damaged windows/ replacement of broken window panes   | LS   | As per site requirement | For repair of damaged windows/ broken glass panes   |
| 3     | <b>Flooring</b>   |      |                         |   |
|       | Grinding and Polishing of flooring in Lab Areas   | Sqm  | 452.90                  | Provision taken for polishing/grinding of existing flooring in laboratory areas ( 452.9 sq m) and vitrified tile flooring in conference hall and officer/staff seating areas (323 sq m).            |
|       | Vitrified flooring in Conference Hall and Officers/Staffs seating areas                                       | Sqm  | 323                     |   |
| 4     | <b>Wall Finishing</b>   |      |                         |   |
|       | Wall and ceiling painting with plastic emulsion paint of approved brand and manufacture to give an even shade | Sqm  | 4174.20                 | Provision taken for painting of all walls and ceiling with plastic emulsion paint   |
| 6     | <b>Electrical Works Repairs and providing replacement of broken switches/sockets</b>                          | LS   | As per site requirement | Provision taken for replacement of broken electrical switches/sockets and other works required for organizing electrical wiring properly to free the office space from cluttered and tangled wires. |
| 7     | <b>Toilets</b>  |      |                         |   |
|       | Providing and fixing of wall tiles of Kajaria or equivalent including base plaster                            | Sqm  | 246.90                  | Provision taken for providing and fixing wall tiles and anti skid floor tiles, providing and fixing of toilet fixtures (WCS, Urinals, Wash Basins and Sink),  |
|       | Anti skid tile work on  | Sqm  | 149.60                  |   |

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|    |   |            |    |   |
|----|---|------------|----|---|
|    | floors for proposed toilet of Kajaria or equivalent                     |            |    | replacement of internal sewer connection piping and water supply piping in the toilets. |
|    | CP fitting (pillar cock)  | Nos.       | 14 |   |
| 8  | <b>China ware (parryware make)</b>                                      |            |    |   |
|    | WC  | Nos.       | 12 |   |
|    | Urinal  | Nos.       | 8  |   |
|    | Wash basin  | Nos.       | 14 |   |
|    | Sink  | Nos.       | 2  |   |
| 9  | <b>Internal sewer connections including connecting to external pipe</b> | Per toilet | 12 |   |
| 10 | <b>Internal CPVC connection including connection with water supply</b>  | Per toilet | 12 |   |

### **General Notes for Installation.**

1. The contractor shall inform BIS of any changes and deviations in their specifications from the above mentioned specifications.
2. The same shall be reviewed by the BIS and decision taken thereof as to the acceptability of the same.
3. Physical Samples of all materials etc shall be presented to BIS for Approval before installation.
4. In bids where bidder has proposed alternate specifications, the same can only be of a higher grade and not below the minimum standards proposed above. However no additional cost shall be paid on this account.
5. Suitable care has to be taken to ensure that the working of BIS Office and Laboratory is not adversely affected due to the renovation work. All attempts would be made to complete bulk of the work during closed hours/holidays.
6. All bidders are expected to visit and inspect site conditions further to which only they should quote their best prices. For any clarifications on site clearances, material movement, material stores required at site etc, Pl contact: Head, BIS Patna Branch Office or Head, BIS Patna Laboratory



## Section - 6: Annexures

### Annexure –1

#### FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we, \_\_\_\_\_ (hereinafter referred to as indicate the name of the bank) 'the bank') at the request of \_\_\_\_\_ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ do hereby ( indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

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

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

4. We, further agree that the Guarantee (indicate the name of Bank)

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

5. We ..... further agree with the Bureau that (indicate the name  
of Bank)

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

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

7. We, ..... lastly undertake not to revoke this (

indicate the name of bank)

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

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

For .....

(indicate the name of bank)

**Annexure-2**

**DETAILS TO BE FURNISHED BY THE BIDDERS**

1. Name of the Firm/Company:
2. Address for Communication:
3. Telephone No.:
4. Fax No:
5. E-mail:
6. Details of Proprietor/Partner/Director

| Name | Address | Qualification and Experience |
|------|---------|------------------------------|
|      |         |                              |

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

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

8. PAN, TIN Number of the Firm/Company (Copies of certificates/cards to be enclosed) :
9. Service Tax Registration No. (Regn certification copy to be enclosed):
10. Details of registration with CPWD/other PWDs/Govt Dept/PSUs (registration certificate to be enclosed):
11. Document in support of 10 years experience:
12. 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:

**SIGN & STAMP**

### Annexure –3

**Details of the similar type of works undertaken in last 3 years**  
**Name of the Bidder:**

| Year | Details of work executed | Name & Address of the buyer/customer | Value of the works | Remarks |
|------|--------------------------|--------------------------------------|--------------------|---------|
|      |                          |                                      |                    |         |
|      |                          |                                      |                    |         |
|      |                          |                                      |                    |         |

**Note:** - Supporting documents for the above (i.e. copies of work orders, completion certificates etc) should be enclosed.

**SIGN & STAMP**

#### **Annexure-4**

##### **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**  
**Information for bidders**

1. **Availability of Tender Documents: from 21 July 2015 to 20 Aug 2015 at [www.bis.org.in](http://www.bis.org.in)**
2. **Pre-bid Conference: 04 Aug 2015 (1600 h)**
3. **Earnest Money deposit: Rs.29,500.00**
4. **Performance Security Deposit: Rs. 1,50,000.00**
5. **Validity of Bids: Minimum 30 days from date of receipt of bid**
6. **Opening of Bids: 20 Aug 2015 at 1530 h**
7. **Authorized Officer on behalf of  
the Bureau for this tender/contract: Head, Patna Branch Office, BIS**

## **ANNEXURE 6: PRICE BID FORMAT**

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| Sl.No. | Item  | Unit | Total Qty.              | Rate | Amount | Purpose  |
|--------|---|------|-------------------------|------|--------|--|
|        | <b>Civil Work</b>   |      |                         |      |        |  |
| 1      | 12 mm of cement plaster of mix 1:6 (1 cement:6 fine sand)   | SQM  | 119.50                  |      |        | Provision taken for 12mm cement plaster for repairing and making good of walls and ceiling wherever required.  |
| 2      | <b>Doors and windows</b>  |      |                         |      |        |  |
|        | Replacement of damaged/semi-damaged flush doors   | Sqm  | 28.40                   |      |        | Provision taken for replacement of flush doors wherever partially or completely damaged (provision has been taken for around 25% of doors).  |
|        | Repair of damaged windows/ replacement of broken window panes   | LS   | As per site requirement |      |        | Provision taken for repair of damaged windows/ broken glass panes  |
| 3      | <b>Flooring</b>   |      |                         |      |        |  |
|        | Grinding and Polishing of flooring in Lab Areas   | Sqm  | 452.90                  |      |        | Provision taken for polishing/grinding of existing flooring in laboratory areas ( 452.9 sq m) and vitrified tile flooring in conference hall and officer/staff seating areas (323 sq m). |
|        | Vitrified flooring in Conference Hall and Officers/Staffs seating areas                                       | Sqm  | 323                     |      |        |  |
| 4      | <b>Wall Finishing</b>   |      |                         |      |        |  |
|        | Wall and ceiling painting with plastic emulsion paint of approved brand and manufacture to give an even shade | Sqm  | 4174.20                 |      |        | Provision taken for painting of all walls and ceiling with plastic emulsion paint  |
| 6      | <b>Electrical Works Repairs and providing replacement of broken switches/sockets</b>                          | LS   | As per site requirement |      |        | Provision taken for replacement of broken electrical switches/sockets and other works required for organizing electrical wiring properly to free the                                     |

|    |  |            |        |  |  |  |
|----|--|------------|--------|--|--|--|
|    |  |            |        |  |  | office space from cluttered and tangled wires.   |
| 7  | <b>Toilets</b>   |            |        |  |  |  |
|    | Providing and fixing of wall tiles of Kajaria or equivalent including base plaster | Sqm        | 246.90 |  |  | Provision taken for providing and fixing wall tiles and anti skid floor tiles, providing and fixing of toilet fixtures (WCS, Urinals, Wash Basins and Sink), replacement of internal sewer connection piping and water supply piping in the toilets. |
|    | Anti skid tile work on floors for proposed toilet of Kajaria or equivalent         | Sqm        | 149.60 |  |  |  |
|    | CP fitting (pillar cock)   | Nos.       | 14     |  |  |  |
| 8  | <b>China ware (parryware make)</b>   |            |        |  |  |  |
|    | WC   | Nos.       | 12     |  |  |  |
|    | Urinal   | Nos.       | 8      |  |  |  |
|    | Wash basin   | Nos.       | 14     |  |  |  |
|    | Sink   | Nos.       | 2      |  |  |  |
| 9  | <b>Internal sewer connections including connecting to external pipe</b>            | Per toilet | 12     |  |  |  |
| 10 | <b>Internal CPVC connection including connection with water supply</b>             | Per toilet | 12     |  |  |  |
|    | Total  |            |        |  |  |  |
|    | Add 3% contingencies   |            |        |  |  |  |
|    | Grand total* (in Rs)   |            |        |  |  |  |
|    | Grant total in words   |            |        |  |  |  |

\*NOTE: Taxes to be paid extra as applicable and are not to be included in the price bid

## ANNEXURE 7:

### AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2014—between  
M/s\_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the  
CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed  
to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 9-  
Bhadurshah Zafar Marg, New Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall,  
unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors  
and assigns) of the OTHER PART.

WHEREAS the Contractor is a ~~manufacturers/ mills/ authorized distributors/ dealers~~ (Details of business)

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau invited bids  
through ~~Open or Advertised / Limited / Single~~ Tender enquiry dated \_\_\_\_\_ for \_\_\_\_\_ (details of work)

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 **Tender Document**.

(Signature of Contractor/  
Authorized Representative)

(Signature of Authorized Officer of the  
Bureau)

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Seal of the Firm/Company**

**Seal of the Bureau**

**Witness:**

**Witness:**

(Signature )

(Signature)

Name of Witness \_\_\_\_\_

\_\_\_\_\_

Name of Witness\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

## **Annexure 8: Checklist of documents**

1. Covering letter
2. Checklist of documents
3. Technical Bid envelope:
  - a) Earnest Money
  - b) Details of firm as per annexure 2 with supporting documents (i.e. Copies of:- Certificate of registration with CPWD/other PWDs/Govt Dept/PSUs, Audited balance sheet for the past 3 years, PAN/TIN/Service tax registration certificates, document in support of 10 years experience)
  - c) Copies of IT Returns and service tax returns filed
  - d) Power of Attorney (in case of firm)
  - e) Statement of similar works executed as per annexure 3 with supporting documents
  - f) Declaration regarding blacklisting/litigation as per annexure 4
  - g) Complete Tender document signed on all pages as a token of acceptance of tender conditions
4. Financial bid envelope
5. Financial Bid as per annexure 6 with all pages signed and bid amount quoted in words and figures.