



भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS

**Tender Document for Supply, Installation and Commissioning of Dynamic Strength Tester
as per IS 9873(P-1):2019
(Tender Reference No. : SROL/PUR/Mech/20-21/02)**

INVITED BY

BUREAU OF INDIAN STANDARDS (BIS)

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Bid opens on 01-10-2020 at 1700h

TENDER NOTICE

Bid closes on 21-10-2020 at 1700h

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

DESCRIPTION	Supply, Installation and Commissioning of Dynamic Strength Tester as per IS 9873(P-1):2019 (Please refer Annex-3 for Technical Specifications of the equipment)
Type of Tender	OPEN
EMD Amount (in INR)	Please see Point no 1 below
i. The bidder can bid for one or more than one equipment. The EMD amount for each equipment is, as detailed in Annex 3. The bidder has to bid for each equipment separately and provide EMD amount mentioned for each equipment separately for which he is submitting his bid. The EMD is to be submitted through payment online in an acceptable form (the bidder shall have to upload scanned copy of the transaction document showing transaction code/RTGS No. etc.) in favour of Bureau of Indian Standards, Chennai, payable at Chennai. A scanned copy of EMD submitted also needs to be uploaded along with the bid at the Central Public Procurement Portal. For the purpose of online payment of EMD, the bank details of the BIS are as follows: • Central Bank of India, Adyar, Chennai ii. • IFSC/NEFT Code: CBIN0281293, Account No.: 3063667866, Type of A/C: Current A/C, Email id: srol@bis.gov.in, PAN No. AAATB0431G, GSTIN: 33AAATB0431G2ZH. iii. Proof of payment of EMD should be submitted along with Technical Bid. iv. EMD should be submitted along with Technical Bid. v. No interest shall be payable for the sum deposited as Earnest Money Deposit. vi. EMD of the unsuccessful bidders would be returned to them after expiry of the final bid validity and latest on or before the 30 days after the award of the contract. vii. The EMD shall remain valid for a period of forty-five days beyond the final bid validity period. viii. If EMD is forfeited for any reason, the concerned bidder may be debarred from participation in the RFPs/tenders floated by BIS in future as per its sole discretion. ix. Registered MSEs & Start-ups (Micro and Small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or are registered with the Central Purchase organisation or the concerned ministry or department or start-ups as recognised by the Government) are exempted from payment of EMD provided proof of registration is submitted. PERFORMANCE SECURITY DEPOSIT x. The successful bidder will have to submit a Performance Security equivalent to 10% of the total order in the form of online payment in an acceptable form; in favour of BIS, Chennai. Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. For the purpose of online payment of Performance Security, the bank details of the BIS are as follows: xi. • IFSC/NEFT Code: CBIN0281293, Account No.: 3063667866, Type of A/C: Current A/C, Email id: srol@bis.gov.in, PAN No. AAATB0431G, GSTIN:	

33AAATB0431G2ZH. xii. The successful bidder has to renew the performance security on the same terms and conditions for the period up to the contract including extension period, if any. xiii. Performance Guarantee would be returned only after successful completion of job assigned to them after adjusting/recovering any dues recoverable/payable from/by the Supplier on any account under the contract.	
Address of the issuing Authority	Head, Southern Regional Office Laboratory C.I.T Campus, IV Cross Road, Taramani, Chennai-600113 Email: srol@bis.gov.in Phone: 044-22541208
Download Start & Bid Submission Start Date & Time	01-10-2020 at 17:00 h
Pre Bid Meeting Date	09-10-2020 at 11:00 h
Download End & Bid Submission End Date & Time	21-10-2020 at 17:00 h
Technical Bid opening date & Time	22-10-2020 at 17:00 h

1. BIS reserves the right to amend or withdraw any terms and conditions contained in the tender document or to reject any or all bids without giving any notice or assigning any reason. The decision of issuing authority in this regard shall be final.
2. The bidder can submit his technical and financial bid along with applicable EMD for one or more number of equipments separately. The evaluation of technical and financial bid for each equipment will be carried out separately and L1 bidder will be determined for each equipment separately. The selection process for one equipment will not have any effect on other equipments. BIS reserves the right to proceed with one or more equipments as mentioned in the tender document while cancelling the purchase of one or more number of equipments.
3. Performance security deposit for each equipment will have to be submitted separately by the selected bidder in the manner as detailed above.

-Sd-
Sc E & Head (SROL)

TENDER DOCUMENT

PART-I: TECHNICAL BID

A: PRE-QUALIFICATION CRITERIA (PQC)

1. The bidder shall be PSU/ autonomous / public /private limited / Partnership/ Proprietorship / any other firm having been in business in India for the last three calender years for supply of the same/similar equipment. The documents authenticating the establishment of the firm shall be submitted.
2. The bidder shall have supplied, installed and commissioned at least three such same/ similar equipment in India and one of them should be in the last three years. Additionally, the list of customers shall also be enclosed.
3. The bidder shall enclose copies of purchase orders/letters of satisfaction from buyers or any other document as a proof of supply of same / similar equipment to Govt. or private customers.
4. The bidder shall submit copies of audited balance sheets of last three years.
5. The bidder shall enclose valid proof of tax registrations as applicable to them such as GST/ PAN or any other registration for taxation purpose.
6. The bidder should not have been blacklisted.
7. The bidder should not have earlier withdrawn from any tendering process of BIS.
8. The Bidder shall be willing to provide after sales support through a combination of warranty and comprehensive annual maintenance contract for a period of 6 years as per mutually worked out terms and conditions.
9. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

Checklist for Pre-Qualification Criteria (PQC)

Bidders must fill this check list with a **tick (√)** in the boxes in the right-hand column. Relevant document, as per the checklist, shall also be enclosed with the technical bid.

S No.	Requirement	Document submitted	Check box
1.	Bidder is	1. Original Equipment Manufacturer 2. Dealer/ agency/ supplier/ Direct Importer	1. ☐ 2. ☐
2.	Bidder is based in	1. India	1. ☐
3.	The bidder is a public undertaking/ autonomous body/ public limited / private limited / Proprietorship Company / firm	. PSU/Autonomous . Limited/ Private Limited . Prioprietary / Partnership firm/LLP . Others (specify)	1. ☐ 2. ☐ 3. ☐ 4. ☐
4.	Enclose applicable documents of establishment of firm - Certificate of Incorporation - Authorization letter from Principals - Partnership Deed/LLP - Proprietary Details - Others (specify)	1. Yes, details enclosed 2. No, details not enclosed	1. ☐ 2. ☐
5.	Enclose applicable documents of Tax Registration: - GST - PAN - Others (specify)	1. Yes, details enclosed 2. No, details not enclosed	1. ☐ 2. ☐
6	Enclosed statements of turnover per year for last three successive years.	1. Yes, details enclosed 2. No, details not enclosed	1. ☐ 2. ☐
7.	Enclose copies of audited Balance Sheet for last three years	1. Yes, details enclosed 2. No, details not enclosed	1. ☐ 2. ☐
8.	List of customers attached	1. Yes, details enclosed 2. No, details not enclosed	1. ☐ 2. ☐
9.	Enclosed letter of satisfaction from buyers or purchase orders or any other document from customers xwhom same / similar equipment was supplied.	1. Yes, details enclosed 2. No, details not enclosed	1. ☐ 2. ☐
10	Whether Bidder is willing to provide after sales support through a combination of warranty and comprehensive annual maintenance contract for a period of 6 years	1. Yes, willing to provide 2. No, not willing to provide	1. ☐ 2. ☐

	as per mutually worked out terms and conditions		
11	Whether withdrawn from tendering process of BIS on an earlier occasion	. Yes . No	1. ☐ 2. ☐
12	Whether blacklisted	. Yes . No	1. ☐ 2. ☐
13.#	Had earlier supplied equipment/ service to BIS	. Yes . No	1. ☐ 2. ☐
14	Is the bidder from a country which shares a land border with India.	. Yes . No	1. ☐ 2. ☐

- This is an additional information.

I Availability of Tender Document:

The Tender document may also be downloaded from the website of the Bureau (www.bis.gov.in) and the CPP Portal.

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

II Language of Bid/Contract:

The language of the Bid shall be in English/Hindi and all correspondences etc. shall conform to English/Hindi language.

III Last Date for Submission

Tenders have to be submitted online on CPP Portal(<https://eprocure.gov.in/eprocure/app>). It shall be the responsibility of the bidder / tenderer to ensure that tender is submitted on before the deadline of submission prescribed.

Submission of Tenders shall be closed on CPP Portal mentioned earlier at the date & time of submission prescribed after which no bidder shall be able to submit the Tender.

It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on the CPP Portal(<https://eprocure.gov.in/eprocure/app>) before the deadline of submission. BIS will not be responsible for non-receipt of tender documents due to any delay or loss etc.

IV Manner of Submission of Bid

Bids shall be submitted online only at CPP Portal.

Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal. A set of instructions for online bid submission are enclosed.

Bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned document.

Bidder who has downloaded the tender from the BIS website and the Central Public Procurement Portal shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder may be banned from doing business with BIS.

E-mail or fax submission shall not be considered.

V Contents of the bid document

The bidders shall submit their bids in two parts, one part of the bid shall be **Technical Bid** and second part **Financial Bid**.

VI BID Format

a) Price Schedule(s) as per the BoQ format filled up with all the relevant information to be uploaded in the form of BOQ_PriceBid.xls.

The price bid format is provided as BoQ_PriceBid.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. The wages quoted shall be inclusive of the bonus payable by the contractor to the technical persons and the administrative charges (if any) deployed in the Bureau. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with the Bureau.

b) The authorized signatory of the bidder must digitally sign the bid. Bid sent by fax/email shall not be considered.

VII Pre-bid Meeting

A Pre-bid meeting for interested Bidders will be held through video conference at the scheduled date and time indicated in the tender document. Any change in venue or timing of pre-bid meeting will be hosted on BIS website (www.bis.gov.in) and the Central Public Procurement (CPP) Portal of Government of India (<https://eprocure.gov.in/cppp>).

Interested Bidders will be allowed to seek clarification and get their doubts cleared during pre-bid meeting.

Any change that would be made in the Tender Document by the Competent Authority after issue of the Tender /Pre bid meeting will be hosted on BIS website (www.bis.gov.in) and on CPP Portal of Government of India in the form of Corrigendum/Addendum for incorporating the same in the Bid before submission. The minutes of pre-bid meeting shall be intimated to all bidders present in the pre-bid meeting and shall also be exhibited on BIS website and on the CPP portal. The link for the attending the pre bid meeting will be hosted on BIS website (www.bis.gov.in) and the Central Public Procurement (CPP) Portal of Government of India (<https://eprocure.gov.in/cppp>).

B: INSTRUCTIONS TO BIDDERS (FOR STRICT COMPLIANCE)

I DISCLAIMER

The information contained in the Tender Document, provided by the Bureau, is for information of the Bidders to assist them in formulation of their bids. Each Bidder can conduct their own investigation and analysis before submission of the bid. The Bureau shall not incur any liability, whatsoever, with regard to the completeness of the information contained in the Tender Document that the Bidder may require for submission of the bid. The Bureau reserves the right to amend any condition of the Tender Document through publication of a Corrigendum, besides rejection of any or all the bids received, if the Competent Authority of the Bureau decides so.

II ONLINE BID SUBMISSION

The bidder can bid for one or more than one equipment. The bidder has to bid for each equipment separately and provide EMD amount mentioned for each equipment separately for which he is submitting his bid.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

Bidder should be responsible for registering his company at Central Public Procurement Portal and seeking all necessary approvals required to upload the bid.

THE BUREAU reserves the right to amend the document, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Central Public Procurement Portal / THE BUREAU Website from time to time for any updated information.

III REGISTRATION ON CPP PORTAL

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

IV SEARCHING THE TENDER DOCUMENT

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender Annexes. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

V PREPARATION OF BIDS

- i. Bidder should consider any corrigendum published on the tender document before submitting their bids.
- ii. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / Annex and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. GST/PAN, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

VI SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument. Bidder should pay the EMD as per the instructions specified in the tender document. The details of the NEFT/online instrument, should tally with the data entered during bid submission time. Otherwise the uploaded bid will be rejected. The EMD amount will be returned to the unsuccessful Bidders as per the provisions of GFR. It will be returned to the successful Bidder after receipt of the Performance Security.

Forfeiture of EMD: The Bid Security / Earnest Money deposited is liable to be forfeited if

the tenderer withdraws or amends or impairs or derogates the offer in any respect within the period of validity of the tender or if the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the Agreement after the award of Contract.

- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it, enable Macro in the excel sheet and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- v. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

VII ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002

TERMS & CONDITIONS

- i. The Invitation for Bids is to be uploaded on two bids basis i.e. Technical Bid and Financial Bid. The bidder can bid for one or more than one equipment. The EMD amount for each equipment is, as detailed in Annex 3. The bidder has to bid for each equipment separately and provide EMD amount mentioned for each equipment separately for which he is submitting his bid.
- ii. It is the responsibility of the Bidder to ensure that the bids are up loaded on time within the deadline through www.eprocure.gov.in A scanned copy of the EMD submitted needs to be

uploaded at the Central Public Procurement Portal and the original instrument of EMD shall be submitted before the closing date and time 30-06-2020, till 15:00 h. to Sc E &Head (SROL), Southern Regional Office Laboratory, C.I.T Campus, IV Cross Road, Taramani, Chennai-600113. Registered Micro & Small Enterprises (MSEs) as defined in MSEs Procurement Policy, 2012 issued by Department of Micro, Small & Medium Enterprises (MSME) or as registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from payment of EMD on production of valid certificate of registration with the authority/agency as indicated in the policy.

- iii. All bids shall remain valid for 180 days from the last date of submission of bids.
- iv. THE BUREAU reserves the right to solicit additional information from Bidders.
- v. THE BUREAU reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) who, in the sole opinion, best meet the interest of THE BUREAU.
- vi. Although negotiations are severely discouraged, THE BUREAU also reserves the right to negotiate with the bidders placed as L1 bidder in the interest of THE BUREAU.
- vii. THE BUREAU reserves the right not to accept bid(s) from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.
- viii. All information contained in this tender/bid, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information shall be shared by the bidder with any other organizations/agencies.
- ix. The successful bidder will submit the supply plan to THE BUREAU.
- x. The **Financial bid will be opened** on a date, to be fixed later, for the successful bidders in the technical bid. Authorized representative of the bidder with an authority letter may remain present on the scheduled date and time.
- xi. The bid along-with all requisite documents must **be signed and stamped by the authorized person**, failing which the bid shall be liable for rejection.
- xii. The Head (SROL), THE BUREAU reserves the right to accept or reject any bid or all the bids without assigning any reason thereof.
- xiii. **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.
- xiv. Any kind of canvassing in regard to the offered equipment after submitting bid shall be treated as disqualification.
- xv. **Special Conditions:** The Indian Agent, if submitting the quotation on behalf of their Principal (i.e. Foreign Supplier), shall ensure and submit the following:

i) Copy of the Agency Agreement with the foreign Principal.

ii) The firm shall take care of after sales service and requisite spares made available during the lifetime of the equipment, after expiry of the Guarantee / Warranty period, also.

xvi. Rates how to be quoted:

Cost of the items should be mentioned clearly in the **Part-II: Financial Bid** only. The following details need to be included:

a. Price break-up of main equipment, accessories. Consumables, spares, fixtures (whichever is applicable) to be supplied by the bidder. Please quote unit rate for each item in Indian

Rupees only. The rates quoted shall be on CIF basis (cost insurance and freight) on door delivery basis.

b. Rates quoted should specifically mention GST/other taxes-duties, as applicable. In absence of any such stipulation, it will be presumed that the prices include all Taxes/charges and no claim for the same shall be entertained.

c. Please quote your rates, other charges, applicable taxes and duties in the format prescribed in **Part-II: Financial Bid** (Please refer page 18).

d. The equipment is required to be supported for performance for six years, i.e., three years of warranty plus three years of CAMC (Comprehensive Annual Maintenance Contract). If the warranty offered by the bidder is less than three years, then the bidder shall quote the CAMC charges, year wise, for the remaining period of warranty, plus for fourth, fifth and sixth years. Please refer (B) of **Part-II: Financial Bid**

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

e. Prices shall be quoted in Indian Rupees (INR) only. Evaluation of the financial bid shall be done on the basis of price in INR on the bid closing date.

f. The rates quoted shall be valid for a period of one year from the date of opening of the financial bid of the tender.

g. The successful bidder is responsible for Packing, Forwarding, Freight & Insurance, Customs Clearance, Delivery at site and Installation, Commissioning and Training of THE BUREAU personnel (at least 2 personnel per instrument) in a satisfactory manner.

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

i. The price quoted by the bidder shall be applicable for the repeat order(s), if repeat orders are placed with the supplier. However, **THE BUREAU** reserves the right, not to place the repeat order.

xvii. **Execution of Agreement:** It shall be incumbent on the successful bidder to execute the Agreement, as per Annexure 6, on a non-judicial stamp paper of appropriate value to be purchased in Chennai before commencement of the supply of the laboratory equipment and pay stamp duty, legal and statutory charges for the Agreement, if any, as applicable on the date of the execution. Please read carefully, the conditions of contract as given in

Part-III: Conditions of contract.

- xviii. The bidder can submit his technical and financial bid along with applicable EMD for one or more number of equipments separately. The evaluation of technical and financial bid for each equipment will be carried out separately and L1 bidder will be determined for each equipment separately. The selection process for one equipment will not have any effect on other equipments. THE BUREAU reserves the right to proceed with one or more equipments as mentioned in the tender document while cancelling the purchase of one or more number of equipments.
- xix. In case, more than one bidder becomes L1 jointly and there are more than one equipment of that kind to be supplied, the purchase order will be split in the successful bidders.

- xx. Customs Duty Drawback-If any of the contracted stores are, on exportation, entitled to a drawback of customs duty in respect of themselves or the raw materials involved in their manufacture, the price to be charged by the Seller should be the net price after the deduction of all the entitled custom duty drawbacks.
- xxi. Country of Origin: All goods and services to be supplied and provided under the contract shall have the origin in India or in the countries with which the Government of India has trade relations. The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- xxii. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.
- xxiii. Software and Software Upgrades:
The Supplier shall agree to provide copies of as-built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the Equipment/ Instrument un-availability is minimal. The Supplier shall also comply and guarantee software upgrades for the service life of the Equipment/ Instrument. Taking into account the operational requirements of the Purchaser, there may be a need to customize some portion of the software. Supplier should agree for such customization, which is expected to be limited, at no extra cost. Any software upgrades developed by the Supplier during the warranty and the post warranty period should be made available to the Purchaser at no extra cost and should be delivered and installed in a prompt and efficient manner. The Supplier should install and train the operator with software upgrades. The software provided should be able.
- xxiv. **Force Majeure:** Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, Strike, riots, crimes (but not including negligence or wrong-doing, predictable/ Seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party’s non-performance entirely, but only suspends it for the duration of the FM. The supplier has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting Bureau of Indian Standards only. In such a situation, the Bureau of Indian Standards is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- xxv. **Preference to ‘Make in India’:** The process will also be subjected to the provisions of ‘Public Procurement (Preference to Make in India) Order 2017 and the same will be followed. The bidder, however, shall meet the requirements of technical bid for availing preference under the make in India order.
- xxvi. **Integrity Pact:** For successful supplier, it is essential to sign the integrity pact with the THE BUREAU, given at annexure-7. The pact essentially envisages an agreement between the prospective suppliers/ bidders and the buyer, committing persons/ officials on both sides, not to resort to any corrupt practices in any aspect/ stage of the contract. Only those suppliers/ bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this pact is a preliminary qualification.

C: STANDARD FORMS TO BE UTILIZED BY THE BUREAU AND THE BIDDERS.

- a. Annexure-1 Details to be furnished by Bidders**
- b. Annexure-2 Statement regarding the deviations from the clauses of tender document**
- c. Annexure-3 Technical Specification**
- d. Annexure-4 Technical compliance statement by the bidder**

Annexure-1

Details to be furnished by the bidders

1. Name of the bidder:
2. Details Registration/Import licence if any with validity date:
3. Address for Communication:
4. Telephone No.:
Landline:.....
Mobile:.....
5. E-mail:
6. Manufacturers Name and Address (if different);
7. Bank Account Details:
Name of the bank:..... A/c no.
.....
IFSC code Type of
A/c.....
6. Name and designation of the person authorized to sign the documents:
7. PAN, TIN Number of the bidder:
8. Service Tax Registration No.:
9. Details of EMD
Draft Number :..... Date:
.....
Name of the Bank: Payable at:
.....

This is to certify that the above facts are true to the best of my/our knowledge and belief. I/We have read and understood the terms and conditions of the Tender document.

I/We give an undertaking to abide by these terms and conditions of the tender document.

Name and Signature of the bidder
Seal of the Bidder

Date

Annexure-2

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

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

Annexure-3

List of Equipment

S No	Equipment	EMD Amount	No of equipment required	Technical Specifications
1	DYNAMIC STRENGTH TESTER as per clause 5.24.4 & 5.27 of IS 9873(P- 1):2019	22000	01	Annex-A1

EQUIPMENT SPECIFICATION

Name of the Equipment: **DYNAMIC STRENGTH TESTER as per clause 5.24.4 & 5.27 of IS 9873(P-1):2019**

Total quantity required: 01 (One)

Purpose: To test the Dynamic strength test for wheeled ride-on toys other than toy scooters as per Cl 5.24.4 of IS 9873(Part -1):2019 and to perform Dynamic strength for toy scooters as per Cl 5.24.4 of IS 9873(Part -1):2019

Principle:

Dynamic strength test for wheeled ride-on toys other than toy scooters

Load the toy for 5 min in the most onerous position with the appropriate mass on its standing or sitting surface.

Secure the load to the toy in a position corresponding to the normal use of the toy.

Drive the toy three times at a speed of (2 ± 0.2) m/s into a non-resilient step with a height of 50 mm.

Dynamic strength for toy scooters

A load is secured to the toy scooter and then articulated arms with the elbow joints in a downward Position are attached to the handlebars.

The toy scooter is driven three times into a non-resilient step.

Technical Requirements;

For Dynamic Strength Tester

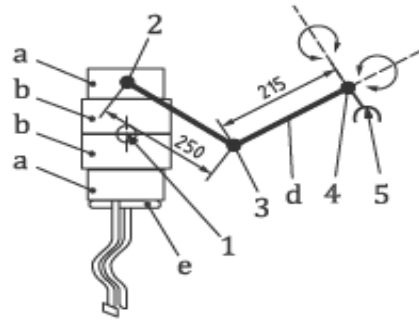
Test speed	2±0.2m/s
Obstruct	Non resilient step of 50mmx50mm
Test passage width	90cm
Dimension (WxDxH) main machine	150x450x150 cm approx
Controller	PLC based controller 36x32x100cm approx
Power supply	1ϕ AC 230V 50Hz
Material	Rustproof material like Stainless Steel etc.

For Loads

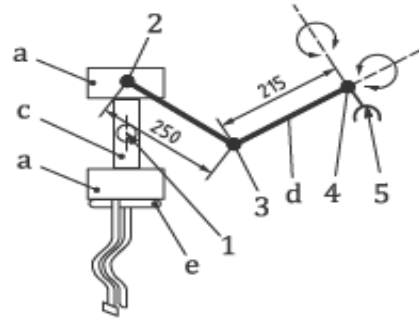
A load as specified in Figure below equipped with two articulated arms and a removable cushion with straps, shall be used.

1. The mass of each articulated arm shall be (2 ± 0.02) kg.
2. The mass of the cushion including sand and straps shall be (0.5 ± 0.01) kg.
3. The masses of the two articulated arms and the cushion shall be added to the load giving a nominal mass of 54,5 kg for toy scooters intended for users up to 50 kg, and 29.5 kg for toy scooters intended for users of 20 kg or less.
4. The articulated arms shall be attached with spherical joints to the top element diametrically opposite each other, allowing the arms to be moved in any direction.
5. The joints at the “elbows” move in one direction and shall be capable of being locked. The joints at the “wrists” move in two directions and shall be capable of being locked. The ends of the arms shall be equipped with clamps for securing the arms to the toy.

Dimensions in millimetres



a) Test load for scooters intended for children with a body mass of between 20 kg and 50 kg



b) Test load for scooters intended for children with a body mass of 20 kg or less

Specification of load for determination of dynamic strength			
Part	Mass kg	Diameter mm	Height mm
a	10,42	150 ± 2	75 ± 2
b	14,58	178 ± 2	75 ± 2
c	4,16	—	150 ± 2
d (each)	2,00		
e	0,50 (max.)		40 (max.)

Key

- 1 centre of gravity
- 2 spherical joint
- 3 one-way joint
- 4 two-way joint
- 5 clamp
- d articulated arms
- e cushion with straps (removable)

Annexure-4

**Technical compliance statement by the bidder for test equipment for
.....**

Sl.No.	Technical Specification (Annexure 3)	Quoted details by the bidder	Deviation from col (2), if any	Remarks
(1)	(2)	(3)	(4)	(5)

Note:

**Do not mention “We Comply or Complied with or yes” in your response at col (3),
Quote the actual specifications of equipment to be supplied in col (3).
Deviations, if any, from col (2) be quoted in col (4).**

PART-II: FINANCIAL BID

- i) The financial bid will be submitted in the following form which can be downloaded from CPPP website. Bidders are advised to quote their offer/ rates in therelevant column and and upload the same in the financial/ commercial bid.
- ii) Financial bid shall be evaluated on the unit price quoted + CAMC charges upto six years of operation of equipment + other taxes including GST/IGST. The payment will be made for unit price of the equipment (which will cover the warranty period also and IGST / GST. The CAMC charges as quoted in the financial bid at (B) of Part -II shall be payable on yearly basis after CAMC starts.
- iii) The format for submitting **Financial Bid** is given below:

(A) UNIT PRICE

S No.	Item description	Item code/Make (iii)	Quantity (iv)	Units (v)	Unit Price (in INR) Exclusive of all Taxes at designated Delivery Point (vi)	IGST in % of unit price or GST in % of unit price to be entered by the bidder (vii)	Total amount in INR without taxes (viii)	Total amount with taxes in INR (ix)	Total amount In words (x)
(i)	(ii)								
1.									
2									
3									

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

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

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

.....

Signature of bidder
 Name & Address
 Date

Note:

- i) *Discount or any other offers affecting the package price must be mentioned here only. Discount or any other offers affecting the package price mentioned at any other place of the bid will not be considered.*

- ii) Bids shall be evaluated based on total price (in INR) with taxes as applicable on the date of closing of Bid.*
- iii) * CAMC for 2nd and 3rd year to be quoted if the warranty period is for one year*

PART-III: CONDITIONS OF CONTRACT

1. CONTRACTOR:

‘Contractor’ shall mean the individual or firm or company whether incorporated or not, has qualified in bidding process and undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

2. PARTIES TO THE CONTRACT:

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

The successful bidder shall submit, within 15 days of the placement of the order, an unconditional Performance Bank Guarantee from a Nationalized/ scheduled Bank for 10% of the order value, as per format indicated in Annexure-5. Performance Security will remain **valid for a period of sixty days beyond** the date of completion of all contractual obligations of the supplier including warranty obligations.

Any amount due/recoverable from the Supplier/ Contractor under the terms of this Contract or any other account, may be deducted from the amount of Performance Security. In case, the amount of Performance Security is reduced by reason of any such deduction, the Supplier/ Contractor shall, within 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 Supplier/ Contractor, then any penalty for damages liquidated or un-liquidated or for any breach or failure or determination of Contract, not previously paid to THE BUREAU, shall immediately on demand be paid by the said bankers to THE 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 Authorized Officer 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) The terms and conditions of the Contract
- iii) Tender Notice and Tender Document
- iv) Purchase order/ Letter of Acceptance
- v) Any other correspondence exchanged between the parties in connection with the contract.
- vi) The Contractor's Offer

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

The Testing Equipments shall be supplied at, at the address(s) given below:

Head, Southern Regional Office Laboratory
Bureau of Indian Standards, C.I.T Campus, IV Cross Road, Taramani,
Chennai, PIN 600113

.Immediately on receipt of the purchase order (least within one week of receipt of the purchase order), the contractor or supplier shall intimate the concerned laboratory about the consumables or other additional articles required for correct functioning of the instrument or equipment, so that timely installation and commissioning can be done, and no time is lost in completion of such formalities after receipt of the instrument or equipment.

6. TRANSPORTATION:

The supplier is required to ensure having an import license for the equipment quoted where applicable as per GOI guidelines. The Goods shall be delivered at the destinations specified in Clause 8 below and shall include loading, unloading and transportation. **The Goods damaged during transportation shall have to be replaced at Contractor's cost.**

7. QUALITY OF GOODS:

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

8. CONSIGNMENT DESTINATION:

For the destination mentioned in the purchase order:

Head, Southern Regional Office Laboratory
Bureau of Indian Standards, C.I.T Campus, IV Cross Road, Taramani,
Chennai, PIN 600113

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

10. WARRANTY

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

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

11. FREE TRAINING

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

12. INSPECTION/ PRE-DELIVERY INSPECTION

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

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

All goods shall be inspected by THE BUREAU preferably in the presence of supplier or his authorized representative, when the packages are opened in THE BUREAU Labs on delivery and prior to installation. The decision of THE BUREAU shall be binding. Rejected items or goods or stores shall be removed by the supplier at his own cost and risk, within 30 days of receipt of notice for the removal of such goods, and no liability, whatsoever, on THE BUREAU shall be attached for the rejected or disapproved goods or items or stores. In case of default on the part of the supplier

in removing the rejected goods, the Authorized Officer of THE BUREAU shall be at liberty to have them removed by other means. The Authorized Officer shall have full powers to procure other goods through other means for substituting the rejected goods. All costs, which may be incurred upon such removal and/or substitution, shall be borne by the supplier.

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

13. TIME FOR SUPPLY, INSTALLATION AND COMMISSIONING.

13.1 The time allowed for delivery, successful installation and commissioning shall be 8 weeks from the date of purchase order (PO).

13.2 **Liquidated Damages for Delayed Supply:** Time and date of delivery of goods as stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extensions sanctioned by the Authorized Officer, THE BUREAU may at his option either: -

13.3.1 Accept delayed delivery at prices reduced by a sum equivalent to one percent (1%) of the value of any goods not delivered for every week of delay or part thereof limited to a maximum of 10% of the total order value.

13.3.2 Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the bidder, without prejudice to its rights in respect of goods delivered.

13.4 **Liquidated Damages for Delayed Installation and Commissioning:** In case of delay in installation and commissioning beyond the period stipulated in 13.1 above or any extensions sanctioned, THE BUREAU may at his option either:

13.4.1 Accept delayed installation and commissioning at prices reduced by a sum equivalent to one percent (1%) of the value of any goods not installation and commissioned for every week of delay or part thereof limited to a maximum of 10% of the total order value.

13.4.2 Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the bidder, without prejudice to its rights in respect of goods delivered.

14. RISK PURCHASE

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

15. IMPOSITION OF FINES / PENALTY

Subsequent to an order being placed against the quotation received in response to this enquiry if it is found that the goods supplied are not of the right quality or not according to specifications required by THE BUREAU or received in damaged or broken condition or otherwise not satisfactory owing to any reason of which THE BUREAU shall be the sole judge, THE BUREAU shall be entitled to reject the goods, cancel the contract and buy its requirements in the open market and recover the loss, if any, from supplier reserving to itself the right to forfeit the security deposit, if any, furnished by the supplier against the contract. The supplier will make his own arrangements

to remove the rejected goods within 30 days of instruction to do so. Thereafter, they will lie entirely at the suppliers risk and responsibilities and storage charges along with any other charges applicable will be recoverable from the supplier.

16. TERMS OF PAYMENT:

A) The Terms of Payment are: The successful bidder shall furnish with in 15 days of placement of the order a Performance Security, from a Nationalized/ Scheduled Bank for 10% of the order value. **Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.** If the firm fails to submit the same, the Contract shall be deemed as terminated and the firm's EMD will be forfeited. The Performance Security shall be furnished in the bank account of THE BUREAU of INDIAN STANDARDS (payable at Chennai)/Performance Bank Guarantee as per format indicated in Annexure-5.

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

17. TAXES

Taxes will be deducted by THE BUREAU wherever applicable.

18. 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.

19. CORRUPT OR FRAUDULENT PRACTICES

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

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

20. BIS MAY TERMINATE THE ORDER, IF

- (a) The Contractor becomes insolvent;
- (b) A receiver, administrator, trustee or liquidator is appointed over a substantial part of its assets;

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

It shall also be lawful for 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 THE BUREAU under the Contract.

21. 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.

22. 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 in Chennai, where Southern Regional Office Laboratory of THE BUREAU is located.

23. DISPUTE RESOLUTION

In case of any dispute that cannot be resolved amicably, the same shall be referred to the sole Arbitrator appointed by Director General, Bureau of Indian Standards, whose decision shall be final and binding upon both the Bureau as well as the Applicant. The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable

23. MODE OF SERVING NOTICE

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered. All notices shall be issued by the authorized officer of 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.

24. GOVERNING LANGUAGE

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

25. LAW:

The contract shall be governed and interpreted under Indian Laws.

26. STAMP DUTY

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

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

Annexure-5 BANK GUARANTEE BOND
Annexure-6 CONTRACT AGREEMENT FORM

28 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

29 “Bidder” for the purpose of this tender (including the term ‘tenderer’, ‘consultant’ ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

30 “Bidder from a country which shares a land border with India” for the purpose of this tender means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

31 “Beneficial owner” for the purpose of clause 30 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation—

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

32 “Agent” for the purpose of this tender is a person employed to do any act for another, or to represent another in dealings with third persons.

ANNEXURE-5
FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The 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 **Performance Security** for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (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 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 BIS of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by 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 BIS 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 THE BUREAU (.....Laboratory)

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

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

5. Wefurther agree with the 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 BIS against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of BIS or any indulgence by BIS to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We, lastly undertake not to revoke this

(indicate the name of bank)

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

Dated the..... day of 20

For

(Indicate the name of bank)

Annexure-6
CONTRACT FORM/ AGREEMENT

THIS AGREEMENT made on this day of between M/s_____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the THE BUREAU of Indian Standards, SOUTHERN REGIONAL OFFICE LABORATORY, IV CROSS ROAD, CIT CAMPUS, TARAMANI, CHENNAI 600113 (hereinafter referred to as the 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 intends to purchase _____ therefore, invited bids through Open Tender enquiry dated _____

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

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in :

“Part-III (Conditions of Contract) of Tender Document”.

(Signature of Contractor/
Authorized Representative)

Name _____

Designation_____

Address_____

Seal of the Firm/Company

Witness:

(Signature)

Name of Witness_____

Address_____

(Signature of Authorized Officer of THE BUREAU)

Name _____

Designation_____

Address_____

Seal of THE BUREAU

Witness:

(Signature)

Name of Witness_____

Address_____

Annexure -7

INTEGRITY PACT GUIDELINES

"The Bureau" and "The supplier" hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to the Bureau. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The Bureau values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness or transparency in its relations with its Contractor (s).

Section 1 Commitments of the Bureau.

1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any supplier(s) confidential or additional information through which the supplier(s) could obtain an advantage in relation to the process or the contract execution.

(c) The Bureau will exclude from the process all known prejudiced persons.

2. If the Bureau obtains information on the conduct of any of its employees which is a criminal offence under the IPC or PC Act, or if there be a substantive suspicion in this regard, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments of the supplier(s)

1. The supplier(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

(a) The supplier(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he or she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.

(b) The supplier(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The supplier(s) will not commit any offence under the relevant IPC or PC Act; further the supplier(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the the Bureau as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The supplier(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The supplier(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from bid process and exclusion from future contracts

1. If the supplier(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bureau is entitled to disqualify the supplier(s) from the bid process or take action as per the related provisions of the RFP document.

Section 4 Compensation for Damages

1. If the Bureau has disqualified the supplier(s) from the bid process prior to the award according to Section 3, the Bureau is entitled to demand and recover the damages equivalent to Earnest Money Deposit.

2. If the Bureau has terminated the contract according to Section 3, or if the Bureau is entitled to terminate the contract according to Section 3, the Bureau shall be entitled to demand and recover from the supplier damages of the amount equivalent to Performance Bank Guarantee.

Section 5 Previous Transgression

1. The supplier declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.

2. If the supplier makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the related provisions of the RFP document.

BUYER BUREAU OF INDIAN STANDARDS, SOUTHERN REGIONAL OFFICE LABORATORY CHENNAI	BIDDERor SUPPLIER SIGNATURE & SEAL
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Annexure-8

Tender Acceptance Letter
(To be given on Company Letter Head)

Date:

To

Head, Southern Regional Office Laboratory
C.I.T Campus, IV Cross Road, Taramani, Chennai-600113

Sub: Acceptance of Terms & Conditions of Tender and submission of Tender.

Tender Reference No:

Name of Tender / Work: - _____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your
advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)