

भारतीय मानक ब्यूरो

राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान

ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा-201301, (यू.पी.)

निविदा सूचना

संदर्भ: एनआईटीएस/एडीएमएन/1:49

10.03.2017

भारतीय मानक ब्यूरो द्वारा ए-20-21, सैक्टर 62, नोएडा, यू.पी. में स्थित राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान (एनआईटीएस) में स्टेशनरी, जर्नल, ट्रेनिंग मैटेरियल्स, सर्टिफिकेट्स के रेट कॉन्ट्रैक्ट पर प्रिंटिंग हेतु योग्य एवं इच्छुक फर्मों/कम्पनियों से द्विबोली प्रणाली में मुहरबंद निविदाएं आमंत्रित की जाती हैं। निविदा दस्तावेज www.bis.org.in और www.eprocure.gov.in से डाउनलोड किये जा सकते हैं। बोलियां प्राप्त करने की अंतिम तिथि व समय 05.04.2017, 1400 बजे तक है और तकनीकी बोलियां उसी दिन 1430 बजे खोली जाएंगी।

ब्यूरो किसी या सभी बोलियों को बिना कोई कारण बताए निरस्त करने का अधिकार रखता है।

उप निदेशक (प्रशासन एवं वित्त)

BUREAU OF INDIAN STANDARDS
National Institute of Training for Standardization
A 20-21, Institutional Area, Sector 62, NOIDA
Uttar Pradesh - 201301

TENDER NOTICE

Our Ref.: NITS/ADMN/1:49

Date: 10.03.2017

Bureau of Indian Standards invites sealed bids, *under two bid system* (*Technical bid and Financial bid*) for Printing of Stationery, Journals, training materials, certificates etc on **Rate Contract** basis, from eligible bidders.

2. The blank Tender document is available from Monday to Friday during 0930 h to 1630 h i.e. the office hours at the above address. The Tender document can also be downloaded from our website at www.bis.org.in and www.eprocure.gov.in

3. The bid can be submitted in the manner indicated in the tender document on or before 05 April 2017 (Wednesday) upto 1400h and the technical bids shall be opened the same day at 1430h.

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

(Kulvinder Kumar Chawla)
Deputy Director (Admn & Finance)

निविदा दस्तावेज

अनुसूची - 1 बोलीदाताओं हेतु निर्देश

1 बोलियों के आमंत्रण हेतु सूचना :

1.1 भारतीय मानक ब्यूरो निविदा दस्तावेज की अनुसूची-3 में उल्लिखित के अनुसार योग्य बोलीदाताओं से राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान (एनआईटीएस) में प्रिंटिंग हेतु योग्य एवं इचछुक फर्मों/कम्पनियों से द्विबोली प्रणाली (तकनीकी एवं वित्तीय) में मुहरबंद निविदाएँ आमंत्रित की करता है।

2 निविदा दस्तावेज जारी करना :

2.1 रिक्त निविदा दस्तावेज कार्यालयीन समय के दौरान अनुसूची-4 में दर्शाई गई अवधि के दौरान उपलब्ध होंगे।

2.2 ब्यूरो की वेबसाइट www.bis.org.in और www.eprocure.gov.in से भी निविदा दस्तावेज डाउनलोड किए जा सकते हैं।

2.3 बोलीदाता की बोली को तैयार करने एवं प्रस्तुत करने से जुड़े सभी व्यय का वहन बोलीदाता को करना होगा। बोली प्रक्रिया का संचालन या परिणाम कुछ भी होने पर ब्यूरो किसी भी स्थिति में ऐसे व्यय के लिए उत्तरदायी या देनदार नहीं होगा।

2.4 बोली दस्तावेज में कहीं भी किसी परिवर्तन और परिवर्द्धन की अनुमति नहीं होगी। ऐसा पाए जाने पर बोली निरस्त की जा सकती है।

3. बोली/संविदा की भाषा

3.1 बोली की भाषा अंग्रेजी/हिंदी होनी चाहिए और सभी पत्राचार इत्यादि अंग्रेजी/हिंदी में हों।

4. बोली पूर्व कान्फ्रेंस

4.1 सूचित तिथि एवं अनुसूची-4 में दर्शाए गए समय पर सभी अभीष्ट बोलीदाताओं के लिए बोली पूर्व कांफ्रेंस आयोजित की जाएगी जिसमें अभीष्ट बोलीदाता किसी भी प्रकार का स्पष्टीकरण, यदि हो, ले सकते हैं।

4.2 बोली दस्तावेज में कोई परिवर्तन और परिवर्धन की अनुमति नहीं दी जाती है। यदि किसी भी तरह के परिवर्तन और परिवर्धन पाए जाते हैं, तब बोली को सरसरी तौर पर खारिज की जा सकती है। बोलीदाता अपनी संदेह बोली पूर्व सम्मेलन में ही स्पष्ट कर सकता है।

4.3 निविदा को जारी करने के बाद सक्षम अधिकारी द्वारा निविदा दस्तावेज में किसी प्रकार का बदलाव किए जाने पर इसकी सूचना बोली जमा करने से पूर्व बोली में समाविष्ट करने के लिए शुद्धिपत्र/अनुशेष के रूप में भावी बोलीदाता को दी जाएगी।

5. बोलियों की वैधता :

5.1 बोलियां तकनीकी बोली खुलने की तिथि से 90 दिनों की अवधि के लिए वैध होंगी।

6. धरोहर राशि/बोली प्रतिभूति

6.1 बोलीदाता को अनुसूची 4 में उल्लिखित राशि, ब्याजमुक्त धरोहर राशि जमा (ईएमडी) के रूप में ब्यूरो में जमा करनी होगी। धरोहर राशि **अनुसूची -7 के अनुबंध-1** में यथावर्णित फार्मेट के अनुसार भारतीय मानक ब्यूरो के पक्ष में देय डिमांड ड्राफ्ट/पेआर्डर के रूप में अथवा बैंक गारंटी के रूप में जमा करनी होगी।

6.2 धरोहर राशि को जमा करने में असफल रहना अथवा इसका विलोप से बोली अयोग्य होगी और ब्यूरो किसी इस प्रकार की अयोग्य बोली (बोलियों) पर विचार नहीं करेगा।

6.3 बोली की वैधता अवधिके दौरान ब्यूरो की सहमति के बिना बोलीदाता अपनी बोली रद्द नहीं कर सकता अथवा इसकी शर्तों और निबंधनों में कोई परिवर्तन नहीं कर सकता। यदि बोलीदाता बोली को रद्द करता है अथवा इसकी शर्तों एवं निबंधनों में कोई परिवर्तन करता है तो उसकी धरोहर राशि ब्यूरो द्वारा अपने अधिकारों और प्रतिकार के पूर्वाग्रहों के बिना जब्त कर ली जाएगी और इसे हटाने की तारीख से लेकर अगले 24 माह के दौरान बोलीदाता को इलेक्ट्रिक सेवाओं के वार्षिक रख-रखाव के लिए बोली लगाने अथवा संविदा के आधार पर बोली लगाने के लिए अयोग्य होगा।

6.4 यदि सफल बोलीदाता निर्धारित समय सीमा में प्रतिभूति कार्यकारिता का भुगतान नहीं करता अथवा करारबॉण्ड पर हस्ताक्षर नहीं करता है तो उसकी धरोहर राशि ब्यूरो द्वारा जब्त कर ली जाएगी।

6.5 असफल बोलीदाता/दाताओं की धरोहर राशि सफलतम बोलीदाता ब्यूरो को अपेक्षित निष्पादन प्रतिभूति प्रस्तुत करने के बाद तथा संविदा को हस्ताक्षरित करने के बाद या बोलियों की वैधता अवधि की समाप्ति के तीस (30) दिनों के बाद, इसमें से जो भी पहले हो, लौटा दी जाएगी ।

7. योग्यता

7.1 केवल वे ही लोग बोलीदाताओं, जो अनुसूची-4 में उल्लिखित पात्रता मानदंड के रूप में पूरा मुद्रण कार्य के लिए अपनी बोली प्रस्तुत करने के लिए पात्र हैं

8 दरें कैसे उद्धृत की जाएगी

8.1 बोलीदाता से तकनीकी विशिष्टियाँ और शर्तों को ध्यान में रखते हुए अपनी दरें उद्धृत करने की अपेक्षा की जाती है। ऐसा माना जाएगा कि बोली देने से पूर्व, बोलीदाता ने अपनी बोलियों के संबंध में उनका यथातथ्यता तथा पर्याप्तता तथा संलग्न अनुसूचियों में उद्धृत दरों एवं मूल्य के बारे में संतुष्टि कर ली है तथा अन्यथा न दिया गया हो तो इन दरों और मूल्यों में संविदा के तहत आने वाली बाध्यता तथा संविदा के अंतर्गत आने वाली अपनी बाध्यताओं को उचित तरीके से पूरा करने वाले सभी विषय तथा बातें शामिल होंगी।

8.2 वित्तीय बोली किसी भी प्रकार के सेवाकार, एजुकेशन सेस एवं सेकंडरी तथा हायर एजुकेशन सेस या अन्य लागू सभी करों को छोड़ कर होगी। संविदाकार द्वारा समय-समय पर सरकार द्वारा लगाए गए कर बोली में उद्धृत दरों से अतिरिक्त रूप से दिए जाएंगे।

8.3 L-1 बोलीदाता अधिकतम मात्रा / मद 1 से मद 7 के स्लैब के लिए बोली लगाने पर समग्र सफल बोलीदाता के रूप में घोषित किया जाएगा। । हालांकि L-1 बोलीदाता, बोली लगाने कि संबंधित स्लैब के लिए किसी अन्य फर्म द्वारा उद्धृत सबसे कम दरों पर अन्य स्लैब का काम निष्पादित करने के लिए उत्तरदायी होगा।

9. बोली जमा करने का तरीका

9.1 पूर्ण बोली अनुसूची-4 में दर्शाये अनुसार प्राप्त की जाएगी उन्हें बोली-बॉक्स या डाक द्वारा जमा किया जाए और जो तय समय से पूर्व तय स्थान पर पहुंच जाए ।

9.2 ईमेल या फैक्स वाले प्रस्ताव रद्द कर दिये जाएँगे ।

10. बोली जमा करने की अंतिम तिथि

10.1 मुहरबंद बोलियां उपरोक्त निर्दिष्ट पते पर प्राप्त की जाएंगी यह निविदा सूचना में दिए गए समय और तारीख के बाद नहीं ली जाएंगी। प्राप्ति की विहित तिथि एवं समय के बाद प्राप्त बोलियों पर विचार नहीं किया जाएगा। अतः ऐसी बोलियां रद्द कर दी जाएंगी तथा बोलीदाताओं को बिना खोले ही लौटा दी जाएंगी।

10.2 बोली प्रस्ताव जमा करने की विहित तिथि को अवकाश होने पर प्रस्ताव अगले कार्यालय दिवस को नियत समय तक प्राप्त किए जाएंगे।

11 प्रस्ताव में संशोधन एवं वापसी

11.1 बोलीदाता प्रस्ताव को जमा करने के पश्चात वापिस ले सकता है, बशर्ते कि प्रस्ताव जमा करने के लिये निर्दिष्ट समय और और बंद करने की तारीख से पहले प्रस्ताव वापिस लेने का लिखित नोटिस ब्यूरो को भेजा जाए।

12. बोली दस्तावेज़ की विषयवस्तु

12.1 बोलियां द्विबोली प्रणाली (तकनीकी बोली एवं वित्तीय बोली) में आमंत्रित की जाती हैं। पूर्ण बोलियां अनुसूची-4 के अनुसार मुहरबंद लिफाफे में हों जिस पर एनआईटीएस (बीआईएस) में प्रिंटिंग के लिए बोली अंकित हो।

12.2 लिफाफे में निम्नलिखित हो:

(क) **लिफाफा सं. 1(तकनीकी बोली):** इसमें निम्नानुसार वाणिज्यिक शर्तें एवं निबंधनों सहित सभी तकनीकी विवरण समाविष्ट करें जैसे:

- i) संलग्न सभी दस्तावेजों की सूची ;
 - ii) धरोहर जमा राशि (EMD) ;
 - iii) अधिकृत संगठन के लिए मुद्रण निदेशालय द्वारा जारी वैध पंजीकरण दस्तावेज की सत्यापित प्रति।
 - iv) संबंधित प्राधिकारी को फाइल की गई पिछले तीन वर्ष की आयकर रिटर्न और सेवा कर रिटर्न की प्रतियां ;
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vii) मालिक/भागीदार/निदेशक के नाम, पत्राचार हेतु पता, टेलीफोन नम्बर, ईमेल इत्यादि के विवरण सहित फर्म/फर्मों के विवरण (अनुसूची 7 का अनुलग्नक 2) ;

viii) फर्म के मामले में, प्रत्येक भागीदार या पावर ऑफ अटॉर्नी के धारक बोली पर हस्ताक्षर करें। पावर ऑफ अटॉर्नी की सत्यापित प्रतियों को बोली के साथ संलग्न करें। सभी भागीदारों द्वारा पावर ऑफ अटॉर्नी पर हस्ताक्षर किये जाएं। प्राइवेट लिमिटेड/पब्लिक लिमिटेड कंपनियों के मामले में, पावर ऑफ अटॉर्नी के सहायक प्रमाण में बोर्ड संकल्प एवं उपयुक्त तथा पर्याप्त प्रमाण उपलब्ध कराएं ;

(ix) बोलीदाता द्वारा सभी पृष्ठों एवं संलग्न पत्रियों पर हस्ताक्षर किए जाएं तथा बोली दस्तावेजों के सेट में न तो कोई पेज जोड़ें और न हटायें। विधिवत् हस्ताक्षर किया गया बोली दस्तावेज उसकी स्वीकार्यता स्वरूप वापिस किया जाएगा ;

(x) पिछले सात (03) वर्षों में सदृश प्रकृति के किए गए कार्यों/सेवाओं को दर्शाने वाला विवरण (अनुसूची 7 का अनुलग्नक-3) ;

(xi) कालीसूची एवं/या मुकदमेबाजी संबंधी घोषणा (अनुसूची 7 का अनुलग्नक-4)

ख) लिफाफा सं० 2 (वित्तीय बोली) : इस लिफाफे में अनुसूची -5 के अनुसार विहित स्थानों पर रख-रखाव और श्रमशक्ति के लिए ली जाने वाली सेवाओं की श्रेणीवार दर मूल्य विधिवत भरे गए हों, बोली में विहित स्थानों पर बोलीदाता द्वारा प्रत्येक पृष्ठ पर आद्याक्षर एवं हस्ताक्षर हों। खंड 7 में समाविष्ट निर्देशों को ध्यान में रखा जाए।

ग) कवरिंग लिफाफा : दोनों लिफाफे 1 एवं 2 को एक साथ एक कॉमन मुहाबंद लिफाफे में हों जिस पर एनआईटीएस (बीआईएस) में प्रिंटिंग हेतु बोली अंकित हो तथा इस पर अनुसूची-4 में दर्शाये गए अनुसार प्रमुख (एनआईटीएस) को संबोधित हो तथा बायीं ओर नीचे बोलीदाता का नाम और पता लिखा हो।

13. बोलीदाता द्वारा अन्य महत्वपूर्ण बिंदुओं का ध्यान रखा जाय:

क. वित्तीय बोली में उपयुक्त स्थानों पर शब्दों एवं अंकों, दोनों में लिखा जाए (अनुसूची-5)।

ख. यदि बोलीदाता 'लाभ अथवा सेवाकर 'कुछ नहीं'/विचाराधीन उद्धित करता है तो बोली अनुत्तरदायी मानी जाएगी और उस पर विचार नहीं किया जाएगा।

ग. निविदा दस्तावेज में दी गई प्रत्येक एवं हर एक शर्त को पूर्ण करते हुए बोली प्रस्तुत करे, ऐसा नहीं होने पर बोली को निरस्त किया जा सकता है। सशर्त बोलियाँ निरस्त कर दी जाएंगी। बोलीदाता की वित्तीय बोली कुछ नहीं/शून्य/अव्यवाहारिक सेवा प्रभार वाली होने पर स्वीकार नहीं की जाएगी।

14. भ्रष्ट या कपटपूर्ण रीतियाँ

14.1 ब्यूरो को अपेक्षा है कि इस बोली के तहत बोलीदाता ऐसे संविदाओं की प्राप्ति एवं निष्पादन के दौरान नैतिक मूल्यों के उच्चतम मानक प्राप्त करेगा तदुपरांत, ब्यूरो निर्धारित शर्तें निम्नानुसार परिभाषित करता है :

- क) “**भ्रष्ट रीति**” से अभिप्राय है भाड़े की प्रक्रिया में या संविदा निष्पादन में सार्वजनिक कर्मचारी के कार्य को प्रभावित करने के लिए किसी मूल्यवान वस्तु का देना, प्राप्त या प्रलोभन देना एवं ;
- ख) “**कपटपूर्ण रीतियों**” से अभिप्राय है की ब्यूरो को हानि पहुंचाने के लिए भाड़े की प्रक्रिया या संविदा के निष्पादन को प्रभावित करने के लिए तथ्यों का मिथ्या निरूपण, तथा क्रात्रिम तोर पर आपरिस्पर्धात्मक स्तर पर संविदा मूल्य बाधित करने के लिए बोलीदातों (बोली जमा करने से पूर्व या बाद में) के बीच कपटपूर्ण रीतियां शामिल हैं तथा ब्यूरो को मुक्त एवं खुली प्रतिस्पर्धा के लाभों से वंचित करना शामिल है ।

14.2 यदि यह पाया जाता है कि संविदाकार संविदा दिए जाने से पूर्व, उसके दौरान या उसके बाद भ्रष्ट अथवा कपटपूर्ण रीतियों में लिप्त है तो ब्यूरो दिए जाने वाले कार्य के प्रस्ताव को रद्द कर सकता है ; यदि ब्यूरो को किसी भी समय यह ज्ञात होता है कि संविदा हेतु बोलीदाता प्रतिस्पर्धा या संविदा कार्य के निष्पादन में भ्रष्ट या कपटपूर्ण रीतियों में लिप्त है तो ब्यूरो संविदाकार को अनश्चितकाल के लिए अथवा संविदाकार को अयोग्य ठहरा सकता है।

15. बोली खोलना

15.1 निविदा दस्तावेज में विहित समय एवं तिथि से पूर्व प्राप्त बोलियों को अनुसूची-4 में यथा उल्लिखित निर्दिष्ट कार्यक्रम के अनुसार (यदि संभव हो) कार्यालय में तय समय पर उन

बोलीदाताओं की या उनके प्राधिकृत प्रतिनिधियों की उपस्थिति में खोली जाएंगी जो बोली खुलने के दिन उपस्थित होने के इच्छुक हों।

16. बोलीदाताओं की छँटाई

16.1 ब्यूरो तकनीकी रूप से योग्य बोलीदाताओं की छँटाई करेगा तथा वित्तीय बोलियों के लिए तकनीकी बोलियों में योग्य पाए गए बोलीदाताओं की बोली ही सूचित किए जाने वाली तिथि एवं समय पर खोली जाएगी ।

17. वित्तीय बोली खोलना

17.1 ब्यूरो निर्दिष्ट तिथि को लिफाफा न०2 खोलेगा तथा मूल्य तालिका (अनुसूची-5 में बोलीदाता द्वारा उद्धृत दरों को बोलीदाताओं के उन प्रतिनिधियों के समक्ष पढ़ा जाएगा जो वित्तीय बोली के दौरान उपस्थित रहना चाहते हों।

18 बोली की स्वीकार्यता:

17.1 बोली की स्वीकार्यता ब्यूरो के सक्षम अधिकारी द्वारा की जाएगी । ब्यूरो न्यूनतम या किसी बोली को स्वीकार करने के लिए बाध्य नहीं है। ब्यूरो बिना किसी कारण बताये, चाहे जो भी हो प्राप्त किसी या सभी बोलियों को निरस्त करने का अधिकार सुरक्षित रखता है । बोली की स्वीकार्यता की सूचना ब्यूरो के प्राधिकृत अधिकारी द्वारा लिखित में सफलतम बोलीदाता को दी जाएगी।

19. प्रक्रिया गोपनीय रखी जाए

19.1 सफलतम बोलीदाता को संविदा देने की घोषणा होने तक बोली की जांच, मूल्यांकन और तुलनात्मकता तथा ठेका दिए जाने से संबंधित जानकारी बोलीदाता या ऐसे किसी भी व्यक्ति को नहीं दी जाएगी जो आधिकारिक तौर पर ऐसी प्रक्रिया से न जुड़ा हो।

20 कार्यकारिता प्रतिभूति

20.1 संविदा के देय कार्यकारिता को सुनिश्चित करने के लिए, संविदाकार को **अनुसूची 4** में उल्लिखित अनुसार ब्याज-मुक्त कार्यकारिता प्रतिभूति अकाउंट पेयी डिमांड ड्राफ्ट के रूप में जमा करनी होगी जो कि 'भारतीय मानक ब्यूरो' के पक्ष में 'नोएडा' में देय या **अनुसूची-7 के अनुलग्नक-1** में यथा वर्णित फॉर्मेट के अनुसार बैंक गारंटी के रूप में हो।

21 संविदा दस्तावेज का निष्पादन

21.1 कार्यकारिता प्रतिभूति को जमा करने के बाद सफलतम बोलीदाता को डुप्लीकेट में एक करार करना होगा। यह करार बोली दस्तावेज़ के साथ संलग्न फॉर्म में उत्तर प्रदेश से क्रय किए गए रु० 100/- के समुचित मूल्य के स्टैम्प पेपर पर होगा। बोली की स्वीकार्यता तिथि से 15 दिनों के भीतर करार पर हस्ताक्षर किए जाने चाहिए। संविदा करार, संविदा की शर्तों (Coc) तथा संविदा की शर्तों में यथा विहित अन्य दस्तावेजों द्वारा शासित होगा।

21.2 करार हेतु निष्पादन की तिथि पर यथा लागू स्टाम्प-ड्यूटी, वैधानिक एवं संवैधानिक प्रभारों का भुगतान करना सफलतम बोलीदाता के लिए जरूरी होगा।

22. ब्यूरो के अधिकार

22.1 ब्यूरो के पास इस बोली में रखने के लिए कार्य को दो या दो से अधिक भागों में बांटने व कार्यक्षेत्र को उपयुक्त रूप से बढ़ाने/कम करने का अधिकार सुरक्षित है। भामाब्यूरो एक से अधिक एजेंसी को संविदा देने का अधिकार सुरक्षित रखता है।

22.2 निविदा दस्तावेज या संविदा की शर्तों में खंडों की किसी प्रकार की व्याख्या में किसी प्रकार की अस्पष्टता होने पर ब्यूरो द्वारा खंडों की व्याख्या सभी पक्षों के लिए अनंतिम एवं बाध्य होगी।

23. संविदा के भाग बनाने की सूचना

23.1 निविदा सूचना एवं ये निर्देश संविदा के भाग बनेंगे।

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

1.1 Sealed Bids, *under two bid system (Technical bid and Financial bid)*, are invited by National Institute of Training for Standardization (NITS) of Bureau of Indian Standards (the Bureau), from eligible Bidders for printing work specified in the **Schedule-3**.

2. Issue of Tender Document:

2.1 The blank Tender document will be available from Monday to Friday during 0930 h to 1630 h i.e. the office hours at the address indicated in Schedule-4.

2.2 The Tender document can also be downloaded from the website of the Bureau (www.bis.org.in) as well as from www.eprocure.gov.in

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

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

4. Pre-bid Conference:

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

4.2 No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected. (The Bidder should get its doubts cleared during pre-bid conference only if provided in the Bid. In case no pre-bid meeting is to be held, the Bidder should seek clarification of any doubt in writing seven (7) days before the last date for receipt of Bids).

4.3 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.

5. Validity of Bids:

5.1 The Bids will be valid for a period Indicated in **Schedule-4** from the date of its opening.

6. Earnest Money/ Bid Security:

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

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

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

6.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, 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 **Schedule-4**, are eligible to submit their Bids for printing work of NITS.

8. How to quote Rates

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

8.2 The Financial Bid shall be exclusive of all taxes for the supply of printed material at specified places and claim for extra payment on any such account shall not be entertained.

8.3 The L1 bidder for the maximum quantity/slab of Item 1 to Item 7 of Schedule 5 will be declared as overall successful bidder. However, the said L1 bidder shall be liable to execute the work of other slabs at the lowest rates quoted by any other firm for that respective slab. The bidder shall also be liable to execute the works for other items (Item 8 and Item 12) at the lowest rates quoted by any other firm.

9. Manner of Submission of Bid

9.1 The completed Bid will be received as indicated in the **Schedule-4**, 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 above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

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

11. 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 completed Bid shall be submitted in sealed envelope as mentioned in the **Schedule-4**.*

12.2 *The envelopes shall contain the following:*

Envelope No.1 (Technical Bid): *This should contain all technical details alongwith commercial terms and conditions such as:*

- (a) List of all the documents enclosed;
- (b) The EMD as indicated in clause 6.1 above or valid certificate of exemption issued by the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department;
- (c) Attested copy of the valid registration document issued by Directorate of Printing to the authorized organization;

- (d) Copies of Income Tax Returns and Service Tax Returns filed with the concerned Authorities;
- (e) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2 of schedule 7**);
- (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;*
- (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 returned as a token of its acceptance;
- (h) A statement showing the type of printing work done and magnitude of Work/Service done in the last three (3) years (**Annexure-3 of schedule 7**);
- (i) A declaration regarding black-listing and/ or litigations (**Annexure-4 of schedule 7**)

Envelope No.2 (Financial Bid): This envelope shall contain item-wise price for the goods to be procured at specified places as per **Schedule-5**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.

Covering Envelope: *Both the envelopes i.e. Envelope 1 and Envelope 2 shall be put together in a common sealed envelope as mentioned in **Schedule-4** and the name and address of the Bidder at the bottom left.*

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

- (a) The Financial Bid should be written both in words and figures at appropriate places.
- (b) The Bidder shall submit the Bid which satisfies each and every condition laid down in **Schedule-4**, failing which the Bid shall be liable to be rejected. **Conditional Bids shall be rejected.**

14. **Corrupt or Fraudulent Practices**

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

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the

procurement process or in contract execution; and

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

14.2. The Bureau 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 anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

15. Opening of Bid

The Bids received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Schedule-4** (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. Short listing of Bidders

The NITS of the Bureau will short-list technically qualifying Bidders. 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 NITS of the Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out.*

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. Performance Security

To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished 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** of schedule 7.

21. Execution of Contract Document

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

21.2 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.

22. Rights of the Bureau

22.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the work in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved. The Contractor will supply the Goods at the places specified by the Authorized Officer in **Schedule-4**.

22.2 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.

23. Notice to form Part of Contract

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

अनुसूची-2

संविदा की शर्तें

1. परिभाषाएं:

- i. **‘संविदाकार’** से तात्पर्य है व्यक्ति या फर्म या कम्पनी, चाहे निगमित हो या नहीं, संविदा उपक्रमित एवं ऐसे व्यक्ति के वैधानिक प्रतिनिधि या ऐसी फर्म में शामिल व्यक्ति या अनिगमित कम्पनी या ऐसी फर्म के उत्तराधिकारी या कम्पनी, जो भी मामला हो, ऐसे व्यक्ति या फर्म या कम्पनी को सौंपी गई अनुमति।
- ii. **‘संविदा’** से तात्पर्य है एवं निविदा सूचना, बोलीदाताओं के लिए निर्देश, संविदा की शर्तें एवं निबंधन, स्वीकार्यता पत्र, प्रस्ताव, करार एवं ब्यूरो द्वारा बोलीदाता के साथ प्राधिकृत आपसी पत्राचार में स्वीकृत आपसी शर्तें तथा अन्य किसी प्रकार के दस्तावेज जो संविदा का भाग हों।
- iii. **‘सेवाओं’** से अभिप्राय है संविदा में यथा वर्णित संविदाकार द्वारा ब्यूरो को उपलब्ध कराई जाने वाली सेवायें तथा निविदा दस्तावेज में निर्दिष्ट की गई अन्य सेवाएं शामिल।
- iv. इन शर्तों में संदर्भित **‘अनुलग्नक’** से निविदा दस्तावेज एवं संविदा के साथ संलग्न संबंध अनुलग्नक से अभिप्राय है।
- v. अनुमोदित पिछले मौखिक अनुमोदन की बाद की पुष्टि सहित लिखित में अनुमोदन से अभिप्राय है तथा **‘अनुमोदन’** से अभिप्राय है कि यथा उपरोक्त सहित लिखित में अनुमोदन हो।
- vi. **‘बोली’** से तात्पर्य है निर्दिष्ट स्थानों पर वार्षिक रख-रखाव सेवाओं तथा संविदा के प्रावधानों के अनुसार इसमें किसी प्रकार की खराबी को ठीक करने, स्वीकार्यता पत्र द्वारा यथा स्वीकृत संस्थापन और सेवाओं हेतु संविदाकार द्वारा प्रस्तावित मूल्य।
- vii. **‘ब्यूरो’** से तात्पर्य है भारतीय मानक ब्यूरो अधिनियम 1986 के तहत स्थापित भारतीय मानक ब्यूरो।
- viii. **‘आरंभ तिथि’** से तात्पर्य है वह तिथि जब निर्दिष्ट स्थानों पर सेवाएं देना आरंभ करने का नोटिस संविदाकार को मिले।
- ix. **‘सक्षम प्राधिकारी’** से तात्पर्य है इस संविदा के तहत, ब्यूरो की ओर से कार्य करने हेतु ब्यूरो द्वारा प्राधिकृत कोई अधिकारी।
- x. **‘संविदा राशि’** से तात्पर्य है संविदाकार द्वारा उसकी बोली में उद्धृत की गई एवं ब्यूरो द्वारा स्वीकार की गई राशि।
- xi. **‘महानिदेशक’** से तात्पर्य है ब्यूरो का महानिदेशक जो उस समय के लिए कार्यालय का नियंत्रक हो और उसका उत्तराधिकारी भी तथा वह अधिकारी जो उसके द्वारा प्राधिकृत हो।
- xii. **‘सरकार’** से अभिप्राय है केन्द्रीय सरकार।
- xiii. **‘स्वीकार्यता पत्र’** से अभिप्राय है ब्यूरो द्वारा आधिकारिक स्वीकृति।

- xiv. **‘विशिष्ट’** से अभिप्राय है निविदा में संदर्भित विशिष्ट। कोई विशेष विशिष्ट न होने पर विद्यमान ब्यूरो की संबद्ध विशिष्ट लागू होगी।
- xv. **‘निविदा’** से तात्पर्य है संविदा आधार पर एनआईटी सी में इलेक्ट्रिक सेवाओं के वार्षिक रख-रखाव के तय दरों पर प्रस्ताव देने के लिए संभावित बोलीदाताओं को ब्यूरो द्वारा औपचारिक आमंत्रण।
- xvi. **‘पूर्णता समय’** से अभिप्राय है शुरूआती तिथि से संगणित इलेक्ट्रिकल सेवाओं का वार्षिक रख-रखाव अथवा संविदा में यथा उल्लिखित उसके किसी भी भाग को पूरा करने का समय।
- xvii. **‘एनआईटीएस’** से तात्पर्य है राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान, भारतीय मानक ब्यूरो अधिनियम 1986 के अंतर्गत स्थापित भारतीय मानक ब्यूरो का प्रशिक्षण संस्थान।

SCHEDULE – 2: 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) **‘Goods’** shall mean the items to be supplied to the Bureau by the Contractor as stated in the Contract and shall include installation/supply 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, 2016.
- 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 Goods.
- xii) **'Bid'** means the Contractor's priced offer to the Bureau for the supply of the Goods 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 supply of Goods at specified places.
- xv) **'Time for Completion'** means the time for completing the supply and passing the Tests of the Goods or any part thereof as stated in the Contract calculated from the Commencement Date.
- xvi) **'Annexure'** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- xvii) **'NITS'** shall mean National Institute of Training for Standardization, a training institute of Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

संविदा हेतु पक्ष

- a. संविदा का पक्ष संविदाकार होगा जिसका प्रस्ताव ब्यूरो द्वारा स्वीकृत किया जाता है; एवं ब्यूरो।
- b. प्रस्ताव फर्म के अन्य व्यक्तियों की ओर से संविदा के भाग बनाते हुए अन्य किसी दस्तावेज पर हस्ताक्षरकर्ता व्यक्ति संविदा से संबद्ध सभी मामलों में ऐसे व्यक्ति/व्यक्तियों या फर्मों को बाध्य करने के लिए सम्यक प्राधिकारी समझा जाएगा। यदि यह पाया गया कि संबंधित व्यक्ति के पास ऐसा प्राधिकार न हो तो ब्यूरो अन्य किसी सिविल/आपराधिक उपायों पर प्रतिकूल प्रभाव डाले बिना संविदा

को समाप्त कर सकता है तथा हस्ताक्षरी को बनाये रख सकता है तथा/या फर्म ऐसे समापन हेतु सभी लागत एवं नुकसानों हेतु देय होती है।

3. कार्यकारिता प्रतिभूति

3.1 संविदा के देय कार्यकारिता को सुनिश्चित करने के लिए, संविदाकार को अनुसूची 4 में उल्लिखित अनुसार ब्याज-मुक्त कार्यकारिता प्रतिभूति अकाउंट पेयी डिमांड ड्राफ्ट के रूप में जमा करनी होगी जो कि 'भारतीय मानक ब्यूरो' के पक्ष में 'नोएडा' में देय या अनुसूची-7 के अनुलग्नक-1 में यथा वर्णित फॉर्मेट के अनुसार बैंक गारंटी के रूप में हो।

3.2 कार्यकारिता प्रतिभूति सभी संविदा की पूर्णता की तिथि से साठ दिनों की अवधि तक वैध रहेगी।

3.3 इस संविदा की शर्तों के तहत संविदाकार से देय/वसूलनीय कोई राशि या किसी प्रकार का अन्य लेखा, कार्यकारिता प्रतिभूति जमा राशि से काटी जा सकती है। इस मामले में कार्यकारिता प्रतिभूति जमा राशि को ऐसी किसी कटौती के कारण से कम दिया जाता है तो संविदाकार, ब्यूरो से 'मांग सूचना' की प्राप्ति से 15 (पन्द्रह) दिनों के भीतर घाटे को पूरा करेगा। यदि प्रतिभूति को संविदाकार द्वारा बैंक गारंटी के तरीके से जमा किया जाता है, तो निर्धारित या अनिर्धारित हानिपूर्ति के लिए या संविदा की किसी शर्त का उल्लंघन या चूक पर जुर्माना ब्यूरो को पहले से भुगतान नहीं किया जाएगा, बल्कि उक्त गारंटी को शर्तों के तहत ब्यूरो को उक्त बैंकों द्वारा मांग पर तुरंत भुगतान किया जाएगा।

3.4 यदि इस संविदा की अवधि के दौरान, संविदाकार इस संविदा के तहत, देय एवं इसकी देयताओं के तहत सही कार्य, कार्यकारिता से चूकता है या जुर्माने के तरीके से अथवा कोई देय बकाया, जुर्माना एवं संविदाकार की ओर से देय अन्य कोई राशि की वसूली से चूकता है, तो ब्यूरो को इसके तहत उसके अन्य अधिकारों एवं एतदधीन उपायों के प्रति बिना किसी पूर्वाग्रह के या लागू कानून पर, कार्यकारिता प्रतिभूति को रोकने, रखने और विनियोजन का अधिकार होगा।

3.5 ब्यूरो को संविदाकार से यदि कार्य कार्यकारिता प्रतिभूति की राशि से अधिक उक्त जैसे नुकसान, हानियाँ, लागत, प्रभार एवं खर्च की राशि होगी, तो उसे मुकद्दों या इसी प्रकार के अन्य तरीके से वसूलने से रोका नहीं जाएगा।

3.6 दोनों पक्षों में विवाद की स्थिति में ब्यूरो की पूर्ण संतुष्टि होने और विवाद का समाधान होने तक कार्यकारिता प्रतिभूति रोकी जाएगी। संविदा पूर्ण होने की तिथि अथवा समाप्ति की तिथि के साठ दिन के भीतर संविदाकार के ऊपर कोई बकाया दावा न होने पर कार्यकारिता प्रतिभूति लौटा दी जाएगी।

4. संविदा दस्तावेज

4.1 संविदा बनाने वाले विभिन्न संविदा दस्तावेजों को एक-दूसरे पक्ष को यथा आपसी वर्णित लिया जाएगा, लेकिन इसी में संदेह या कमी के मामले में वर्णित किया जाएगा तथा ब्यूरो के सक्षम प्राधिकारी द्वारा सुमेलित किया जाए जो संविदाकार को आवश्यक निर्देश जारी करे तथा ऐसे मामलों में जब तक अन्यथा उपबंधित न हो तो संविदा बनाने हेतु दस्तावेजों की प्राथमिकता निम्नानुसार है:

- i. करार
- ii. पूर्व बोली बैठक, स्पष्टीकरणों के कार्यवृत्त
- iii. संविदा की शर्तें
- iv. निविदा सूचना एवं निविदा दस्तावेज
- v. स्वीकार्यता पत्र
- vi. संविदा के संबंध में पक्षों के बीच किए गए अन्य पत्राचार
- vii. संविदाकार का प्रस्ताव

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

3.1 To ensure due performance of the contract, an interest-free Performance Security, for an amount of 10% of the total annual value of the award of contract will 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** of schedule 7.

3.2 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.

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

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

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

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

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

4. CONTRACT DOCUMENTS:

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 correspondence exchanged between the parties in connection with the contract.
- vii) The Contractor's Offer

5. Quantity & quality of printing work/ Place of supply / Persons who can place orders.

The Quantity & quality of printing work for which orders can be placed by the Purchasing Officer of the Bureau, is liable to change. However, the Bureau shall place the order with the Contractor for supply of printed material with the minimum quantity at the rate agreed by the Contractor as per the **SCHEDULE-5**. The printing work can be ordered by any of the Purchasing

Officer who is authorized by the competent authority of the Bureau to place orders against this Contract.

6 संविदा की वैधता

6.1 इस संविदा पर हस्ताक्षर करने की तिथि से तीन वर्षों की अवधि के लिए संविदा वैध होगी। इस संविदा पर हस्ताक्षर करने की तिथि से तीन वर्षों की अवधि के लिए संविदा वैध होगी। तथापि, संविदा की वार्षिक आधार पर समीक्षा की जाएगी और संविदाकार का कार्य संतोषजनक होने तथा दोनों पक्षों की आपसी सहमति पर इसे हर वर्ष बढ़ाया जाएगा।

Validity of the Rate Contract

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

7. Transportation:

The printed material shall be delivered at locations indicated and shall include loading, unloading and transportation. The printed material damaged during transportation shall have to be replaced at Contractor's cost.

8. Quality of Printed Material

All printed material to be supplied 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 materials so comply.

9. Inspection

9.1 The contractor shall provide an inspection report/ certificate that the material confirms to all specification contained in the Contract. The Competent Authority will carry out inspection of the Goods supplied to confirm their conformity to the Contract specification/quality.

9.2 The Competent Authority shall be entitled at any time to inspect and examine any Goods intended to be supplied either at the factory, godown or at any place(s) where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

9.3 The Competent Authority shall have full powers to require removal of any or all of the Goods supplied 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, 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 to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means.

All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

10. Warranty

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

11. Liquidated Damages for delayed supply

If the Contractor fails to deliver any or all of the Goods or does not perform the Services within the time period specified in the Contract, for the reasons beyond his control, the Bureau shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 percent of the price of the undelivered Goods for each week or part thereof during which the delivery of such Goods may be delayed subject to a maximum limit of 10 percent of the stipulated price of the Goods so undelivered. Once the maximum of the damages above is reached, the Bureau may consider termination of the Contract.

12. Risk purchase

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

13. Imposition of fines / penalty

The Contractor shall be liable for the penalties for deficiency in the Goods/ services as indicated in **SCHEDULE-3**.

14. भुगतान की शर्तें Payments Terms

The payment towards the Goods will be made by the Bureau directly to the Contractor on receipt of goods in good condition/ after its satisfactory installation and operation. The rates quoted shall be exclusive of all taxes.

Bills for Goods supplied under this contract shall be prepared in duplicate by the Contractor immediately after the Goods have been supplied, 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.

15. Indemnity:

15.1 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.

15.2 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.

16. Corrupt or Fraudulent Practices

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

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and*
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.*

16.2 *The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a stated period of time 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.*

17. Termination / Suspension of Contract

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

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

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
- (b) Without reasonable excuse has failed to commence supply of Goods or Services in accordance with this Contract, or failed to complete the supply the printed material 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 Goods is noticed during the inspection.
- (e) Delays in delivery and installation beyond a period of 30 days from the scheduled date of delivery / Installation.
- (f) If the Contractor is in breach of any law or statute governing the supply of Goods/ 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.

18. ब्यूरो द्वारा समापन

18.1 बिना कारण बताये तथा हानी या नुकसान की देयता के बिना किसी भी समय करार को समाप्त करना ब्यूरो के लिए भी वैधानिक होगा जिससे संविदाकार को ऐसे समापन के कारण परेशानी हो सकती है । ऐसे समापन के लिए ब्यूरो द्वारा लिखित में संविदाकार को 30 दिनों का नोटिस दिया जाएगा । संविदा के तहत ऐसे किसी प्रकार का समापन ब्यूरो के किसी अन्य अधिकार पर प्रतिकूल प्रभाव डाले बगैर होगा ।

18 Termination by the Bureau

18.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 30 days notice in writing by NITS of the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

19. संविदाकार का समापन का अधिकार

19.1 यदि संविदाकार संविदा की अवधि समाप्त होने से पहले संविदा अनुबंध को समाप्त करने का निर्णय लेता है तो उसे कम से कम 45 दिन अग्रिम में सूचित करना होगा। संविदा के तहत ऐसे किसी प्रकार का समापन ब्यूरो के किसी अन्य अधिकार पर प्रतिकूल प्रभाव डाले बगैर होगा ।

19. Contractor's right to terminate

19.1 If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 45 days.

If the Contractor terminates the agreement without prior notice of 45 days, then the entire performance security deposit will be forfeited.

20. अप्रत्याशित घटना खंड

इस संविदा की के दौरान किसी पक्ष द्वारा इस संविदा के अंतर्गत किसी कार्य को पूर्ण या आंशिक रूप से किसी युद्ध, विरोधपूर्वक, सार्वजनिक शत्रुता के कृत्य, महामारी, असैन्य विद्रोह, तोड़-फोड़, आगजनी, बाढ़, विस्फोट, कोरांटीन प्रतिबंध, हड़ताल, तालाबंदी या दैवीय घटना (जिसे बाद में यहां ऐसे कृत्य का गया है) के कारण न किया जाए अथवा उसमें विलंब हो तो एक पक्ष को दूसरे पक्ष को ऐसी घटना घटित होने की तिथि से 21 दिनों के भीतर ऐसी घटना घटने का नोटिस देना होगा और ऐसी घटना घटित होने के कारण किसी भी पक्ष को न तो संविदा समाप्त करने का अधिकार होगा और न ही कोई पक्ष कार्य न होने अथवा उसमें विलंब के कारण दूसरे पक्ष से नुकसान का दावा करेगा। ऐसी स्थिति समाप्त होने अथवा पहले जैसी होने पर यथा शीघ्र डिलीवरी आरंभ करनी होगी, और डिलवरी प्रारंभ कर दी गई है अथवा नहीं इस संबंध में ब्यूरो के महानिदेशक का निर्णय अंतिम और निर्णायक होगा। यदि ऐसी किसी घटना के कारण 60 दिनों से अधिक समय तक इस संविदा के अंतर्गत कोई कार्य पूर्ण या आंशिक रूप से नहीं होता है या उसमें विलंब होता है तो कोई भी पक्ष संविदा को समाप्त कर सकता है और यह भी कि ब्यूरो को महानिदेशक द्वारा निर्धारित

मूल्य, जो कि अंतिम होगा, पर संविदाकार से सभी अप्रयुक्त सामग्री, अक्षतिग्रस्त और स्वीकृत सामग्री, खरीदे गए घटक और इस प्रकार के संविदा या उसके भाग की समाप्ति के समय उत्पादन के दौरान संविदाकार के पास पड़े सामान को लेने की स्वतंत्रता होगी जिसे ब्यूरो सही समझता हो। इसमें वह खरीदे गए घटक और सामान नहीं होगा जो कि संविदाकार ब्यूरो की सहमति से रखना चाहता हो।

20. 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.

21. गोपनीयता

संविदाकार इस संविदा के तहत इलेक्ट्रिक सेवाओं के लिए रख-रखाव के समय किसी भी व्यक्ति को ब्यूरो की लिखित सहमति के बिना प्राप्त मालिकाना जानकारी प्रकट नहीं करेगा।

21. Confidentiality

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

22. प्रचार

जिस किसी भी प्रचार सामग्री में ब्यूरो का नाम प्रयुक्त किया जाता है तो संविदाकार ब्यूरो से लिखित अनुमति लेने पर ही ऐसा करे।

22. 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.

23. विवाद एवं विवाचक

23.1 ब्यूरो और संविदाकार संविदा से जुड़े किसी असहमति या उपजे विवाद को दोनों पक्ष सीधे अनौपचारिक बातचीत से हल करने का हरसंभव प्रयास करेंगे । यदि किसी भी प्रकार का विवाद हल न किया जा सके तो उस मामले को अनुसूची -4 में उल्लिखित अधिकृत अधिकारी द्वारा नियुक्त मध्यस्थ के पास भेजा जाएगा। भारतीय विवाचक एवं समझौता अधिनियम 1996 के उपबंध लागू होंगे ।

23. Disputes & Arbitration

23.1 The NITS of 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.

23.2 If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

24. Mode of serving Notice

24.1 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).

24.2 All notices shall be issued by the authorized officer of the NITS 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.

25. Governing language

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

26. Law:

The contract shall be governed and interpreted under Indian Laws.

27. 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 Noida only.

28. Stamp duty:

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

29. Holder of Original Agreement:

29.1 Original agreement shall be kept by the NITS of the Bureau and a copy of the same shall be given to the Contractor.

SCHEDULE – 3: SCHEDULE OF REQUIREMENTS

1. SCOPE OF WORK

The purpose of this contract is for printing Standards India bi-monthly journal, reference material/study material, certificates, certificate folders, visiting cards etc. as and when required by the National Institute of Training for Standardization of the Bureau located in NOIDA.

Subject to overall supervision and control by NITS of the Bureau, the scope of services to be provided will include designing and printing of six issues of the bimonthly journal Standards India in bilingual format (Hindi & English).

The quantity for which order can be placed by the authorized person (Purchase Officer) is liable to change from time to time. However, the Bureau shall place the order with the contractor for supply of printed material with the minimum quantity at the rate agreed to by the Contractor as per the schedule 5. The details of material to be printed and supplied by the Contractor are given below:

Sl.No.	Description	Quantity
01	Annually six issues of the bi-monthly journal Standards India in bilingual format. Size - A4(21.0 cmx29.7cm) Process - Offset(using CTP) Pages – Cover (outer & inner) + 36 pages of text(approx.)The text pages combined with cover shall be suitably designed and printed. <i>Design for cover shall be provided by BIS</i> Paper specifications: Cover page – 250 GSM Sinar Art Card Text pages – 100 GSM Sinar Art Paper Binding – Outer cover shall be laminated in gloss, centrally stitched and cut to finish size Content : The journal would focus on write-ups on subjects of standardization and quality control of technical and consumer interest	1000 Nos approx of each issue
02	Black text printing & supply of study material using 21.6 cm x 26.7 cm (8.5” x 10.5”) finished size using 70 GSM Maplitho paper of grade A mill having brightness of 85%(Minimum), opacity of 90(Minimum) duly bound with cover as described at 03 below. Specifications have to be as per IS 1848 (latest version)	8000 books approx.

03	Colour cover pages for reference material (in 4 colours) Art card sheet of 220 GSM of Grade A mill in multicolour printing duly bound on the booklet as described above in 02. Specifications have to be as per IS 1848 (latest) Each booklet described above shall be spiral bound with the said cover pages.	16000 nos. Approx. Two cover pages for each set of ref material
04	Certificate – Art card of 21.6 cm x 26.7 cm (8.5"x 10.5") finished size 100 GSM (coloured Image in front cover) as per IS 1848 (latest version)	1500 nos. Approx.
05	Certificate folder – Art card 300 GSM (Four Colour)	1500 nos. Approx.
06	Brochures Multicoloured Art paper 80 GSM 21.6 cm x 26.7 cm(8.5"x 10.5") Cover page of multi coloured Art card 250 GSM 21.6 cm x 26.7 cm (8.5" x 10.5")	150 nos.
07	Letter head – 75 GSM 21.6 cm x 26.7 cm (8.5"x10.5")	2000nos.
08	Visiting card – Art card 300 GSM (three colour)	Need base
09	Rubber stamp	Need base
10	Name plates	Need base
11	Signages	Need base
12	Backdrops & Display boards in flex	Need base

2. Goods to be procured under the Rate Contract:

Printing of bi-monthly journal Standards India, reference material/study material, certificates, certificate folders, and visiting cards etc. as per details given below :

Quantity & location for supply of Goods.

Sl. No.	Name of Item (Specifications, etc.)	Approx. Quantity	Minimum Order Quantity	Place of Supply
1.	Printing of Standards India	6000 Nos	1000 Nos	Sales Dept., Headquarters
2.	Printing of reference material(books) with spiral binding	8000 Nos	1000 Nos	NITS, NOIDA
3	Printing of cover page of reference material	16000 Nos	1000 Nos	---do---

4	Printing of certificates	1500 Nos	1000 Nos	NITS, NOIDA
5	Printing of certificate cover/folder	1500 Nos	1000 Nos	NITS, NOIDA
6	Printing of brochures	150 Nos	50 Nos	NITS, NOIDA
7	Letterheads	2000 Nos	1000 Nos	NITS, NOIDA
8	Visiting cards	NEED BASE	100 Nos	NITS, NOIDA
9	Rubberstamp	NEED BASE	ONE at a time as per requirement	NITS, NOIDA
10	Name Plate	NEED BASE	---do---	NITS, NOIDA
11	Signages	NEED BASE	---do---	NITS, NOIDA

3. Penalties for Deficiency in Goods

Sl.No.	Material	Nature of Deficiency	Penalty amount
1.	Standards India Bi-monthly journal	Failure to meet time schedule in respect of : i) Submission of first proof after receiving manuscript - 7 days ii) Submission of second proof with corrections – 3 days iii) Submission of third proof with finalized corrections – 3 days iv) 50 Advance copies – 7 days v) Bulk supply after OK – 3 days	5% of the total amount of the bill
2.	Other materials	Failure to supply within 07 days from the date of issuance of the purchase order	5% of the total amount of the bill

SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS

1. Eligible Bidder: Bidders should :

- (i) For item (1) the bidder shall be a class “A” and for items (2-9) the bidder shall be a class “B” Offset Printer located at Delhi/NCR empanelled with Directorate of Printing, New Delhi having all facilities under one roof.
- (ii) have authorization from manufacturer against this Bid valid throughout the period of the contract, in case the firm(s) is not manufacturer of the items (original copy has to be attached).
- (iii) have minimum **three years** of experience of printing work to the Departments/Ministries of the Government of India/PSUs (copies of one Purchase Order received from Govt. depts./PSUs during each of the last three years should be enclosed).
- (iv) have minimum turnover of Rs. 3.0 lakhs per year in any of the last three years (copies of annual accounts of the last three years should be enclosed) i.e. 2013-14, 2014-15, 2015-16.
- (v) not have been blacklisted by the Depts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format).
- (vi) have preferably Quality Management Systems Certification (**in case of manufacturers only**) like ISO/BIS certification, etc. Directorate of Printing registration documents,, attested copies of the same are to be produced with the bid.
- (vii) Permanent Account Number (PAN), VAT No. and Service Tax registration No.

2. Approximate quantity (as at Schedule 3 – item 2) and value of annual procurement: INR 10.0 lakhs

3. Proposed validity of the rate contract: Initially for one year & extendable for a further period of two years on yearly basis based on satisfactory performance & on mutual agreement basis.

4. Availability of Tender Documents:

4.1 Place: National Institute of Training for Standardization, A 20-21, Sector 62, Institutional Area, NOIDA, Uttar Pradesh-201301

5. Period of contract : One year from the date of the signing of the agreement

6. Pre-bid Conference: 1500 h on 22 March 2017 (Wednesday)

7. Method/manner for Submission of Bids: An envelope superscribed “ Bid for printing of bi-monthly journal Standards India, reference material, certificates, certificate folders, visiting cards etc.”

8. Earnest Money Deposit: INR 50,000 /-

9. Performance Security Deposit : 10% of the contract value

10. Validity of Bids: 90 days from opening of the technical bid.

11. Opening of Bids: Technical bids shall be opened at 1430 h on 05 April 2017.

12. Authorized Officer on behalf of NITS, Bureau for this tender/contract:
Head(NITS)

SCHEDULE – 5: PRICE SCHEDULE/PRICE BID
BUREAU OF INDIAN STANDARDS
The National Institute of Training for Standardization,
A 20-21, NOIDA, Sector 62, NOIDA

(To be submitted in Financial Bid envelope)

Sl.No.	Name of Item (Specifications, etc.)	Quantity (Unit) and Slab	Price/Rate in figures(exclud ing tax)	Price/Rate to be quoted in words (excluding tax)
01	<p>Annually six issues of the bi-monthly journal Standards India in bilingual format. Size - A4(21.0 cmx29.7cm) Process - Offset(using CTP) Pages – Cover (outer & inner) + 36 pages of text(approx.)The text pages combined with cover shall be suitably designed and printed. <i>Design for cover shall be provided by BIS</i> Paper specifications: Cover page – 250 GSM Sinar Art Card Text pages – 100 GSM Sinar Art Paper Binding – Outer cover shall be laminated in gloss, centrally stitched and cut to finish size Content : The journal would focus on write-ups on subjects of standardization and quality control of technical and consumer interest</p>	1000 Nos	Rs.....	Rupees.....
	<p>Rate for additional pages, if required (beyond 36 pages) Printing of subsequent pages of text (front/back) in 4 colours, A4 size, including typesetting in English and Hindi, inserting photographs, proof reading, printing using CTP, folding & gathering, and cost of 100 GSM Sinar/Royal Art paper</p>	1000 Nos	<p>a)Rs..... for 8 page form</p> <p>b)Rs.for 4 page form or part thereof.</p>	<p>a)..... ...</p> <p>b)..... .</p>

02*	Black text printing & supply of study material using 21.6 cm x 26.7 cm (8.5" x 10.5") finished size using 70 GSM Maplitho paper of grade A mill having brightness of 85%(Minimum), opacity of 90(Minimum) duly bound with cover as described at 03 below. Specifications have to be as per IS 1848 (latest version)	Upto 30 pages 31-50 pages.... 51 to 100 pages 101-200 pages.... Copies above 200 pages	<u>Rate per page in Rs.</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u>	
03	Two pages of colour cover pages of reference material (in 4 colours) Art card sheet of 220 GSM of Grade A mill in multicolour printing duly bound on the booklet as described above in 02. Specifications have to be as per IS 1848 (latest version) Each booklet described above shall be spiral bound with the said cover pages.	Upto 5 6 to 20 cover pages.... 21 to 50 cover pages. pages above 51	<u>Rates to be quoted per cover</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u>	
04	Certificate – Art card of 21.6 cm x 26.7 cm (8.5"x 10.5") finished size 100 GSM (coloured Image in front cover) as per IS 1848 (latest version)	Upto 100 copies 101 to 200 copies.... . 201 to 500 copies 501 to 1000 copies ... Copies above 1000..... .	<u>Rates to be quoted per certificate</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u>	

05	Certificate folder – Art card 300 GSM (Four Colour)	Upto 11 copies 101 to 200 copies.... 201 to 500 copies 501 to 1000 copies ... Copies above 1000.....	Rates to be quoted per certificate folder <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u>	
06	Brochures Multicoloured Art paper 80 GSM 21.6 cm x 26.7 cm(8.5"x 10.5")	upto 10 pages 11 to 50 pages 51 to 100 pages Pages above 100	<u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u>	
	Cover page of multi coloured Art card 250 GSM 21.6 cm x 26.7 cm (8.5" x 10.5")	upto 10 pages 11 to 50 pages 51 to 100 pages above 100 pages	<u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u> <u>Rs.....</u>	
07	Letter head – 75 GSM 21.6 cm x 26.7 cm (8.5"x10.5")	2000 Nos.	Rate per 100 Letterheads <u>Rs.....</u>	
08	Visiting card – Art card 300 GSM (three colour)	Need base	Rate per line	

09	Rubber stamp			
	Ordinary stamp (Bi-lingual)	Need base	Rs.....	
	Round Oval stamp (Bi-lingual)	Need base	Rs.....	
	Self-inking stamp (Bi-lingual)	Need base	Rs.....	
	Block stamp (Big-size) (Bi-lingual)	Need base	Rs.....	
10	<u>Name plates (Bilingual)</u>		Rate per square inch	
	Plastic	Need base	Rs.....	
	Steel	Need base	Rs.....	
	Brass	Need base	Rs.....	
	Vinyl Printed name plate	Need base	Rs.....	
11	Signages	Need base	Rs.....	
12	Back Drops and Display Boards (in flex)	Need Base	Rs.....	

*Rates for item 2 shall include cost of spiral binding

I have read the Bid Document and understood all the terms and conditions for supply of the goods.

Signature: _____

Name: _____

SCHEDULE - 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this day of between M/s..... (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the National Institute of Training for Standardization, Bureau of Indian Standards, A 20-21, Sector 62, NOIDA (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 printer (Details of business)

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to purchase on rate contract basis, therefore, invited bids through Tender enquiry dated

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

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

“Schedule-2 (Conditions of Contract) of Tender Document”.

(Signature of Contractor/
Authorized Representative)

Name _____

Designation _____

Address _____

Seal of the Firm/Company

Witness:

(Signature)

Name of Witness _____

Address _____

(Sign of Authorized Officer of the NITS, Bureau)

Name _____

Designation _____

Address _____

Seal of NITS. Bureau

Witness:

(Signature)

Name of Witness _____

Address _____

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

1.	Annexure-1	FORM OF BANK GUARANTEE BOND
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF GOODS SUPPLIED BY THE BIDDER DURING LAST 3 YEARS
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS

Annexure –1 of Schedule 7

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only) we, _____ (hereinafter referred to as (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 thewe 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 of201

For

(indicate the name of bank)

Annexure–2 of Schedule 7

DETAILS TO BE FURNISHED BY THE BIDDERS

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

Name	Address	Qualification and Experience

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

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

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

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

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

Name and Signature of the Firm/Company

Seal of the Firm/Company

Dated:

Place:

Annexure –3 of Schedule 7

Details of the similar type of Printing Work Done by the Bidder during last 3 years

Name of the Bidder:

Year	Name & Type of Printing Work Done	Name & Address of the buyer/customer	Value of the Printing Work Done (In Rs.)	Remarks

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

Annexure–4 of Schedule 7

Declaration regarding black-listing and/ or litigations

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

Dated the day of 201

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company