



BUREAU OF INDIAN STANDARDS

TENDER DOCUMENT

For

Appointment of an Agency for a Copyright Agreement for licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription.

Issued by
Head [Sales]
BUREAU OF INDIAN STANDARDS
9 BAHADUR SHAH ZAFAR MARG
NEW DELHI – 110 002

Phone: +91-11-23238821
E-mail ID: sales@bis.org.in



BUREAU OF INDIAN STANDARDS
9-Bahadurshah Zafar Marg
New Delhi-110002

1. Bureau of Indian Standards invites sealed bids from eligible bidders under the two-bid system (Technical and Financial bid) for appointment of an Agency through a revenue sharing model **for a Copyright Agreement for licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription as determined and agreed to in writing through a Copyright Licence Agreement with BIS.**
2. The revenue share for the Agency shall not exceed 25 %(Twenty five percent).
3. The pricing of all publications for lease (online and through DVD) shall be fixed by BIS.
4. The right to sell /distribute hard copies and download soft copies online through e-Sales portal shall remain with BIS.
5. The contract shall be valid for a period of five years i.e. Sixty [60] months
6. The Tender document is available from **27-05-2016 to 13-06-2016** during the office hours. The Tender document can also be downloaded from our website **www.bis.org.in** and the Central Public Procurement (CPP) Portal of Government of India (<https://eprocure.gov.in/cppp>).
7. The Bureau reserves the right to reject any or all the bids without assigning any reason.
8. The bid can be submitted in the manner indicated in the tender document (Schedule 1 Clause No. 9.1) on or before **13-06-2016 upto 1500 h.** at the address mentioned below:

Head (Sales)

Bureau of Indian Standards
Room No. 101 - Manakalaya
9, Bahadur ShahZafar Marg
New Delhi 110 002 INDIA

Tel. : +91-11-23238821 (Direct)

Tel: +91-011-23231102,

+91-11- 23239402, 23233375, 2323 0131. Ext: 4359 (EPBX)

E mail: sales@bis.org.in,

Website: <http://www.bis.org.in>

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TENDER NOTICE

Invitation for Tender for Appointment of Agency through a revenue sharing model for a Copyright Agreement for Licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription as determined and agreed to in writing through a Copyright Licence Agreement with BIS.

BIS is the National Standards body of India. BIS has published about 19000 Indian Standards (IS) and some Special Publications (SP) through 14 Division Councils (Technological sectors) which are presently available for sale. Every year, more than 350 new standards and over 300 amendments are published taking in to consideration technological advancement in respective fields. Indian Standards published by BIS are priced publications which are presently being sold in the form of hardcopies through BIS Sales outlets and in softcopy form (direct pdf download and DVD on lease) through BIS e-sale portal (www.StandardsBIS.in).

Through this tender, **BIS is proposing to appoint an Agency through a revenue sharing model for a Copyright Agreement for licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription as determined and agreed to in writing through a Copyright Licence Agreement with BIS.**

1. The Agency so appointed will incur all the project cost for the above activity and shall quote a minimum revenue share in terms of percentage (For detailed scope of work refer clause 6 of Schedule 2.
2. The revenue share for the Agency shall not exceed 25 % (Twenty five percent).
For information of the bidders, the approximate sale of standards through hardcopy and softcopy for the last three years is as follows:

(INR in millions)

Year	Total Sale	DVD Sale
1	2	3
2015-16	96.828	25.742
2014-15	124.413	41.865
2013-14	123.360	29.895
2012-13	114.043	25.588

The bidders may contact BIS Sales Department, New Delhi for clarifications, if any.
The tender should be submitted to:

**Head (Sales), Sales Department,
Manakalaya, Room No. 101,
Bureau of Indian Standards
9, Bahadur Shah Zafar Marg,
New Delhi – 110002.
e-mail: sales@bis.gov.in,
Phone: +91-11- 23238821**

TENDER DOCUMENT

1. BRIEF SCOPE OF WORK

Sealed Bids, under two bid system (Technical and Financial bid), are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for appointment of an Agency **for a Copyright Agreement for licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription as determined and agreed to in writing through a Copyright Licence Agreement with BIS.**

The scope of this tender includes only the above and, the right to sell /distribute hard copies and downloaded soft copies online through e-Sales portal of shall remain with BIS.

2. ELIGIBILITY CRITERIA

Please see clause 3 of Schedule 1

3. The Schedules given herewith details the various aspects of the Tender.

SCHEDULE – 1

GENERAL GUIDELINES AND ELIGIBILITY CRITERIA

1. Availability of Tender Document

1.1 The Tender document will be available during the office hours on working days period indicated in **Schedule-4 (Time: 0930h. to 1700h.)**.

1.2 The Tender document can also be downloaded from the website of the Bureau (www.bis.gov.in), (www.bis.org.in) and the Central Public Procurement (CPP) Portal of Government of India (<https://eprocure.gov.in/cppp>).

1.3 The Bidder shall bear all costs associated with the preparation and submission of the 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.

2. Language of Bid/Contract

2.1 The language of the Bid shall be in English and all correspondence in this regard shall be in English language.

3 Eligibility Criteria

- a) The Bidder shall be an authorized Sales Agency, directly or through an agreement, for international organizations like ISO, IEC. Similar such ties may exist with other National Standards Bodies [NSBs] and Standards Developing Organizations [SDOs] (*Copy of appointment letters/agreements be enclosed*).
- b) The Bidder shall have at least 10 years of experience of marketing and Sale of International Standards in formats such as hardcopies, offline and online subscriptions. They may also have their own portal for sale for International Standards online and offline subscriptions (*Copy of work orders from organizations be enclosed. See Annexure 4*).
- c) The Bidder shall have similar or related operations in India directly or through its subsidiary or authorized representatives registered in India with minimum three years of existence (*Proof of registration in India be enclosed*).
- d) The Bidder must have an average minimum turnover of INR 50 Millions per year during each of the last three financial years (*copies of audited annual accounts of the last three years be submitted certified by Statutory Auditor*).
- e) The Bidder shall have the required infrastructure in India to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription (furnish information as per **Annexure – 3**).
- f) The Bidder should not have been blacklisted by the Departments/Ministries of the Govt. of India/State Government/Public Sector Undertakings/Other Governments/any other Agency (*Self Declaration be submitted by Authorized Signatory as per Annexure 6*).

- g) The Bidder should be able to provide the Indian Standards in secured formats (Self Declaration be submitted by Authorized Signatory as per **Annexure – 5**).
- h) The bidder shall have experience in work of Content Creation and development of related software/web-applications for searching / viewing / printing of books / standards etc. (Self-Declaration be submitted by Authorized Signatory as per **Annexure –5**).

4. Pre-bid Meeting

- 4.1 A Pre-bid meeting for interested Bidders will be held at the scheduled date and time indicated in the **Schedule-4**. Any change in venue or timing of pre-bid meeting will be hosted on BIS website under the link “**Tenders/EoI**”.
- 4.2 Interested Bidders will be allowed to seek clarification and get their doubts cleared during pre-bid meeting.
- 4.3 Any change that would be made in the Tender Document by the Competent Authority after issue of the Tender will be hosted on BIS website under the link “**Tenders/EoI**” in the form of Corrigendum/Addendum for incorporating the same in the Bid before submission.

5. Validity of the Bid

- 5.1 The Bids will be valid for a period a period of 120 days as indicated in **Schedule-4** from the date of opening.

6. Bid Security (Earnest Money)

- 6.1 The Bidder shall deposit with the Bureau a sum of INR 275000/- (Rs two lakhs seventy five thousands only) as indicated in the **Schedule-4**, towards an interest free Bid security / Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards payable at New Delhi. No request for exemption of bid security will be considered.
- 6.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude the Bidder. .
- 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.
- 6.4 If the successful Bidder does not pay the Performance Security or submit Bank Guarantee in favour of BIS in the prescribed time limit or fails to sign the agreement,

their Earnest Money Deposit will be forfeited to the Bureau.

- 6.5 The Earnest Money Deposit of unsuccessful Bidders shall be refunded, after the successful Bidder pays the Performance Security or submits Bank Guarantee in favour of BIS 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 this Schedule [Schedule 1], are eligible to submit their Bids for the purpose of this tender.

8. Last Date for Submission

- 8.1 Sealed Bids shall be submitted at the address indicated in **Schedule-4** not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt, shall not be considered. Such bids shall be rejected and returned unopened to the Bidder.
- 8.2 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.

9. Manner of Submission of Bid:

- 9.1 The complete Bid is to be submitted as indicated in **Schedule-4**, by putting the same in the Bid Box kept in Sales Dept. Room No. 101, Manakalaya, Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi - 110002 or by speed post/registered post/courier so as to reach Head (Sales) on or before the due date and time.
- 9.2 E-mail or fax offers shall be rejected.

10. Contents of the bid document

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

10.1 TECHNICAL BID. (Envelope No. 1)

Envelope No. 1 shall be superscripted "**Technical Bid**" and contain:

- i) A letter of transmittal/covering letter as per the format given at **Annexure 1**.
- ii) Application form as per the format given at **Annexure 2** along with the supporting documents as below:
 - a. Copies of Income tax /service tax returns, PAN/TAN, Service Tax registration

certificates etc.

- b. Details of organizational infrastructure as per **Annexure 3** qualification and experience of personnel may be indicated.
 - c. Details of work of similar nature carried out for at least 10 years up to **31 March 2016** as per **Annexure 4**. [Feedback from few individual customer (s) to whom Standards are sold and Standards Developing Organizations (SDO's) whose Standards are being sold be enclosed].
 - d. Proof of having achieved average minimum turnover of INR 50 Millions in the previous three [03] financial years ending 31 March 2015 (Chartered Accountants Certificate, copies of income-tax returns /assessment orders for each year to be enclosed).
 - e. A copy of this tender document with each page signed.
- iii) This envelope shall also contain Bid Security / Earnest Money Deposit in form of crossed demand draft/pay order of INR 2, 75,000.00 in favour of Bureau of Indian Standards, New Delhi, which will remain with BIS upto the time of award of contract. However, no interest shall be payable on Earnest Money Deposit. Earnest Money of successful bidder shall be adjusted against the Security Deposit if desired. This envelope shall be superscripted **"ENVELOPE 1 – TECHNICAL BID"**
 - iv) Financial bid of bidders who do not fulfill the above technical bid requirements shall not be opened. The required documents should be submitted strictly as prescribed. Original documents may be required for verification of the above claims.

10.2 FINANCIAL BID (Envelope No. 2)

Envelope No. 2 shall be superscripted **'Financial Bid'** and contain:

- i) Only the prices duly filled-in and signed by the bidders as per the format for financial bid at **Schedule 5**. The contractor shall quote percentage for BIS and percentage for the bidder both in figures and words.
- ii) The rates quoted will be deemed to have included all costs and no additional cost would be payable by BIS.
- iii) The Bidder in this revenue sharing model shall quote their revenue share (not exceeding 25 %) and revenue share of BIS (not less than 75 %) The Total percentage for bidder plus BIS shall be 100 %.
- iv) The bidders, in this envelope, shall indicate no commercial or technical condition(s)

or qualification of any sort; otherwise, the tender shall be summarily rejected.

This envelope shall be superscripted “**ENVELOPE 2- FINANCIAL BID**”

11. Covering Envelope:

Both the envelopes 1 and 2 shall be put together in a common sealed envelope superscribing the words “***Appointment of an Agency for a Copyright Agreement for licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription***” and the name and address of the Bidder at the bottom left.

12. How Rates to be Quoted

12.1 The bidder is expected to work out his rates, keeping in view the technical specifications & conditions and then arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of 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 of his obligations under the contract.

12.2 The figure shall indicate the percentage of revenue share that would accrue to BIS. Any taxes including service tax liable to be paid over and above the revenue share shall be paid by the bidder.

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 **Schedules**, failing which the Bid shall be summarily rejected. Conditional Bids will be rejected.
- c) The Bidder in this revenue sharing model shall quote 25 % or less for themselves and 75 % or greater for BIS (Total percentage for bidder plus BIS shall be 100 %)
- d) The pricing of all publications for lease (online and through DVD) shall be fixed by BIS.

14. Modification and Withdrawal of Offer

14.1 The Bidder may withdraw the bid/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 bid/offer.

15. Corrupt or Fraudulent Practices

- 15.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of this 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 an execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.
- 15.2. 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 it determines that the Firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

16. Opening of Technical Bid

The Technical Bids received as per the scheduled time and date, will be opened as per the details mentioned in the **Schedule-4**, in the presence of Bidders or their authorized Representatives present on the opening day.

17. Shortlisting of Bidders

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

18. Opening of Financial Bid

The Bureau will open the Financial Bid (**Envelope No.2**), on the notified date and time in the presence of Bidders or their authorized representatives present on the day. The rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out. The contract shall be awarded to the Bidder who quotes the highest percentage of revenue share to BIS.

19. 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 the lowest 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.

20. Process to be Confidential

Information relating to the examination, evaluation and comparison of Bids and the award of 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.

21. Performance Security / Bank Guarantee

To ensure due performance of the contract, an interest free Performance Security for an amount as indicated in **Schedule-4** (INR 45, 50,000.00 (Forty Five Lacs Fifty Thousand Only) will be obtained from successful bidder before award of 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 Bidders have to arrange for Bank Guarantee in favour of BIS for an amount as indicated in **Schedule-4**, which will be submitted by the successful bidder prior to signing of the agreement of the contract. (Please see FORM OF BANK GUARANTEE BOND)

22. Execution of Contract Document

22.1 The successful Bidder after arranging for Performance Security in favour of BIS for the amount as indicated in **Schedule-4**, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value. **The Agreement should be signed within 10 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.

22.2 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.

23. Rights of the Bureau

23.1 The Bureau reserves the right to suitably **increase/reduce** the scope of work mentioned in this tender.

23.2 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.

24. Notice to form Part of Contract

Tender Notice, tender document, terms & conditions of tender shall form part of the Agreement of the Contract.

SCHEDULE 2

CONDITIONS OF CONTRACT

1. DEFINITIONS:

- i) **'Agency/Contractor'** shall mean the individual, or firm or company whether incorporated or not, and shall also 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/services to be supplied to the Bureau by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the tender document.
- iii) **'Contract'** shall mean and include the Tender Notice, instruction to bidders, terms and conditions of contract, Letter of Acceptance, the offer, Copyright Licence Agreement, the Agreed and mutually accepted conditions and 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 in terms of percentage by the contractor in his bid and accepted by the Bureau.
- v) **'Competent Authority'** shall mean any authorized officer to act on behalf of the Bureau under this contract.
- vi) **'Customer'** Customer is the user of the online lease / DVD lease
- vii) **'Government'** shall mean the Government of India.
- viii) **'Bureau'** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- ix) **'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/nominated by him.
- x) **'Approved'** shall mean approved in writing including subsequent confirmation of previous verbal approval and **"Approval"** shall mean approval in writing including as aforesaid.
- xi) **'Specification'** means the specification referred to in the tender. In case where no particular Specification is given, the relevant specification of the Bureau, where exists, shall apply.
- xii) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer Technical and Financial Bids for appointment of an Agency for a Copyright Agreement for licence to convert, package, duplicate, distribute, market and lease Indian Standards on

DVD and on-line subscription as determined and agreed to in writing through a Copyright Licence Agreement with BIS.

- xiii) **‘Bid’** means the Contractor’s priced offer to the Bureau for a Copyright Licence Agreement for licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription as determined and agreed to in writing through a Copyright Licence Agreement with BIS.
- xiv) **‘Letter of Acceptance’** means the formal acceptance by the successful bidder against ‘Offer Letter’ issued by Bureau.
- xv) **‘Commencement Date’** means the date upon which the Contractor starts operation under this contract and Agreement.
- xvi) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- xvii) **‘Copyright’** Rights owned by authors to exploit their literary, scientific and artistic works
- xviii) **‘Beta version of software’** Beta version is the pre-release version of software developed by the contractor under the project, which will be given by BIS to selected users for use and test under real conditions. The software developed will qualify as Beta version only after it passes testing at contractor’s end and only if it is close in look, feel and functionality to the final version of the software. It is clarified that the purpose of testing of Beta version of the software is to understand conflicts, usability, functionality, compatibility and co-existence with other software.

2. Parties to the contract:

The parties to the contract shall be the Agency or Successful bidder, 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 / Bank Guarantee

To ensure due performance of the contract, an interest-free Performance Security for an amount as mentioned at **Schedule-4**, has to be deposited by the contractor in the form of an Account Payee Demand Draft in favour of ‘Bureau of Indian Standards’ payable at New Delhi or successful Bidder (s) have to arrange for Performance Bank Guarantee in favour of BIS for an amount as indicated in **Schedule-4**, which will be deposited / submitted by the successful bidder prior to signing of the agreement of the contract.

Performance Security / Bank Guarantee will remain valid for a period of one hundred twenty [120] days beyond the date of completion of all contractual obligations of the bidder including warranty obligations.

Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted/adjusted from the amount of Performance Security or Performance Bank Guarantee deposited / submitted by the successful Bidder. In case, the amount of Bank Guarantee is reduced by reason of any such deduction/adjustment, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit.

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 Bank Guarantee.

Nothing herein mentioned shall debar the Bureau from recovering from the 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 Bank Guarantee.

The Performance Security or Bank Guarantee 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 after one hundred and twenty [120] 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 in such event unless otherwise provided in the Contract. The priority of the documents forming the contract shall be as follows:

- i) The Copyright Licence Agreement
- ii) Minutes of pre-bid meetings, clarifications (if any)
- 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. Validity of the Contract

The contract shall be valid for a period of five years i.e. Sixty [60] months and may be extended for a further period of five [05] years based on performance.

6. Detailed Scope of Work

BIS intends to implement the following distinct applications:

- a) Market and Sale of Indian Standards through Online subscription basis within India and abroad.

- b) Market and lease of Indian Standards on DVD, within India and abroad.
- c) Develop Maintain and modify the application at (a), (b) above, as per the requirements of BIS.
- d) Provide technical support for all the problems faced by customers/BIS offices in connection with installation / use of applications in relation to (a), (b) and (c) above in addition to providing user friendly manuals/guides.
- e) To take over and provide services to the existing customers of DVD lease with BIS, without any cost to BIS up to the period of current validity of the customers lease.
- f) While the marketing of Subscription of Sale of Indian Standards (both online and through DVD) on lease shall be done by the Agency, the right to sell /distribute hard copies through BIS Sales Outlet/ Authorized Book Sellers and softcopy online retail sale through e-Sales portal of BIS shall remain with BIS.

6. A. Detailed Technical Requirements

- a) **Market and Sale of Indian Standards through Online subscription basis -** , BIS desires to make IS documents available to users in India and abroad through an advanced online subscription platform developed by the Agency

The platform shall offer customers the ability to license one or more group of standards for a defined group of users for a period of one [01] year.

The subscriptions must be renewed each year. In subscription service, the contractor's system shall ensure free amendments and updates during the period.

- b) **Marketing and Lease of Indian Standards through DVD's – For** Customers who wish to lease Indian Standards on DVD's, the contractor shall prepare the content containing the IS on the DVD for lease and provide updates as prescribed from time to time.

The above two forms of lease (a & b) on DVD's and on-line subscription should be securely encrypted, water marked, password protected and programmed to support/operate for single user and multi users. Agency is also required to update index data and corresponding IS, based on the information provided by BIS. Agency is also required to provide support to the customers and BIS, for all problems faced by them in connection with DVD's installations/ online installations and use of the applications.

- c) **Provide technical support for all the problems faced by customers/ BIS offices in connection with installation / use of applications:** - Agency shall also provide maintenance support to the customers and BIS during the period of the contract for all the problem faced by them in connection with sale of standards through any of the above module free of cost.
- d) **To take over and provide services to the existing customers:** Agency shall also provide service to the existing customers of DVD lease with BIS free of cost up to the period of current validity of their lease.

e) **Copyright Security:** Agency shall develop suitable means to ensure security with respect of copyright of Indian Standards and the details of same be provided.

f) **Please also see and peruse Schedule 3 - Other Technical Requirements/Conditions**

7. **Imposition of fines/penalty (Penalty Clause): -** Deduction of 1% of the price/percentage quoted for the undelivered/delayed service for each month. This type of penalty shall be levied only for limited time and any repeated deficiency shall attract termination. In case of deficiency of service or non-compliance of this agreement, BIS shall reserve the right to cancel or rescind or revoke the agreement and impose suitable penalty in proportion to damages. Maximum penalty of 10 % of the contract value (current year Sale of DVD) can be imposed by BIS per instance and shall be binding on the successful bidder.

8. Payment Terms

- (i) The Agency shall execute the work at no cost to BIS, for the marketing rights provided as a revenue sharing model. The agency shall market the lease of Indian Standards (both online and through DVD) and pass on the agreed sale percentage of revenue share along with taxes if any, including service tax to BIS account on monthly basis by the 5th of the following English Calendar Month. In case of any delay a penalty of one percent [01%] of the total payment due per week subject to maximum of five percent [05 %] of the total amount due shall be payable on the amount due to BIS.
- (ii) Non payment of agreed sale percentage to BIS beyond 05 weeks shall lead to termination of the contract by BIS without any further notice along with forfeiture of Performance Security.
- (iii) All taxes including service tax as applicable shall be paid by the Agency.

9. Termination of Contract by the Bureau

It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor sixty [60] days' notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

10. Termination of Contract by Agency

If the Agency decides to terminate the Contract before the end of contract period, the Agency shall give an advance notice of at least 18 months.

If the Agency terminates the contract/Agreement without prior notice of 18 months, then the entire Performance Security shall be forfeited to Bureau.

11. 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 90 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.

12. Indemnity

- 12.1 The Agency shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.
- 12.2 The Agency 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.
- 12.3 The Agency 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.

The BIS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Agency.

13. Confidentiality

The Agency shall not divulge or disclose proprietary knowledge obtained while delivering

Goods and services under this Contract to any person, without the prior written consent of the Bureau.

14. Publicity

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

15. Disputes & Arbitration

15.1 The Bureau and the Agency/Agencies 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.

15.2 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.

16. Mode of Serving Notice

16.1 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).

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

17. Governing language:

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

18. Law

The contract shall be governed and interpreted under Indian Laws.

19. Legal Jurisdiction

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

20. Stamp duty

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

SCHEDULE 3

Other Technical Requirements/Conditions

1. Ownership/Copyright :

The content (content being images, text, files, software, source code, executable codes, binary codes, database, programs and scripts) of this project is copyright of Bureau of Indian Standards. Indian Standard **[IS]** and **Special Publication (SP)** shall not be sold, licensed, leased, transferred, copied or reproduced in whole or in part in any manner or in on any media to any person outside the scope of this contract. For issues relating to copyright, a prior written consent of the Bureau of Indian Standards shall be taken.

The Agency shall provide full access to BIS to inspect hardware, software used in connection with the specified project. All equipment and instruments shall be properly maintained. Details of hardware, software used for the project and any inclusion /deletion /modifications to these shall be informed to BIS. BIS shall be informed in advance prior to changing the person assigned to the implementation phase.

The contractor shall surrender to BIS all property belonging to BIS upon completion, termination, or cancellation of this Contract/Agreement. All reference to the contractor under this section shall include any of its employees, agents, or subcontractors. BIS may withhold any payment due to the contractor till the contractor returns all the hard copy and softcopy of Indian Standard [IS] and Special Publication [SP] and also till the contractor removes the soft copy of the IS and SP from all their storage media. The copies of IS/SP, software developed, source code, database etc. will remain the copyright of BIS.

Source Code: The contractor shall provide the documented source code, free of cost on a detachable hard disk or DVD which may include:

- a) **Database scripts, design document, UML diagrams, E-R diagrams relational schema and other materials necessary to maintain, compile and build binary versions of the system, including documentation, instructions, build files and all related propriety tools.**
- b) **Identification, including name and version number, of the tool or tools used to translate source code into machine executable codes, and such other information as is necessary such that, the source code materials are at all time sufficient to permit a reasonably skilled programmer to understand and maintain the software programs constituting the system as originally delivered and in use by BIS.**

The Agency shall maintain a full set of Indian standards on its own secure network and manage that database for DVD lease and on-line subscription. Electronic copies of documents must be delivered to users in an encrypted PDF format.

	Description	Requirement / Capability
a.	Watermark: All documents delivered shall include watermarks	<input type="checkbox"/> Visible – must include information on copyright owner, licensed source, time & date of download, user information, account information, IP address, validity of lease.
b.	For documents delivered electronically (i.e. PDF).	Encryption technology must be applied that will have the provision to provide controls as required including: <input type="checkbox"/> Sharing controls (email, copy file, networking) <input type="checkbox"/> Print controls <input type="checkbox"/> Copy/Paste controls <input type="checkbox"/> Save file controls
c.	Copyright notice	<input type="checkbox"/> Copyright statements must appear on all documents
d.	Online transactions	Secure SSL navigation and transactions
e.	User controls	Suitable measures as outlined in the subsequent clauses

2. Module for BIS

The agency shall create a module for exclusive use of BIS to facilitate access to relevant financial and accounting data on regular basis. It should also be possible to integrate this module with system/software being used by BIS.

The agency can be also be given access to our software for obtaining the standards/documents. The agency should also give access to their servers (if required) for data transfer.

3. Delivery Mechanism of Standards and Creation of database

BIS will provide the softcopy (in pdf format) of all Indian standards (IS) and Special Publications (SP) to the Agency. BIS will also provide information on new, revised, reaffirmed and withdrawn documents. Agency will add the BIS content to the database upon receipt and build necessary metadata (metadata may include Document numbers, Titles, Dates, Abstracts, Price group etc) from the pdf file. Agency will develop processes and procedures specific for handling BIS revisions and amendments.

4. The Agency shall establish the setup including server, software etc in India. They shall ensure that their related staff are available to answer any questions that might arise during this project.
5. The agency shall develop a software with security features for locating an IS, viewing it, searching the contents of the IS and printing the IS to be leased on DVD's to customers. The search should be possible by IS No., IS title, Technical Division, Technical Committee and keywords. In addition, they shall develop a portal to facilitate online subscription. The software/portal shall have the provision of leasing and renewal of the lease subscription.
6. The software / portal must be security audited and certified as "Safe-to-Host" by an agency empaneled with Cert-In. A copy of the certificate shall be furnished to BIS.
7. The software shall have adequate security measures in place (either through a dongle or any other mechanism) to ensure that only legitimate users have access to the software. Accessibility should be restricted to permitted users only.
8. The contractor will be required to prepare saleable DVDs containing the IS (based on requirement specified in the customer's order) and dispatch the same to customers. Presently, the size of the data is around 18 GB (for complete set of 14 divisions), which can be accommodated in 5 DVD's. The data has to be stored in minimum possible number of DVDs (expected to be 5 DVDs for data and one dongle for index/ password/ installation in case it is provided). Contents of the saleable DVDs will be variable as the lease could be for one or more of the 14 divisions. DVDs. Depending on the requirement of the customer, the data (securely encrypted IS) may have to be given on USB Drive (Pen Drive) instead of DVDs.

The IS leased on the DVD's and subscribed online shall be securely encrypted. It shall not be possible to view the IS without using the software developed. Before viewing an IS, the validity date for the IS leased shall be checked by the software. It shall not be possible to make a duplicate copy of the DVD. In case a dongle is provided, it shall not be possible to make a duplicate copy of the dongle.

Each customer must be identified by the contractor through a unique customer code, which will be generated based on name and complete address of the customer

and updated list of customers to be provided to BIS as of the last day of each calendar month.

9. During the validity of the lease, the contractor will be required to send updates on DVDs to the customers, on bi-monthly /six-monthly basis (based on model of lease opted by the customer). The contents of updates sent on DVDs should be compatible with the content sent initially to the customer and should also be compatible with the software developed for viewing the IS. The agency shall notify the customer for renewing the lease prior to expiry.
10. All the IS displayed to the user are required to be Watermarked with name of the user (or company name in case of corporate customers), IP address of the computer, validity of the lease and any other relevant information. The IS displayed should be at least as clear as the IS given by BIS to the contractor. It should be possible for the customer to search within the IS displayed by the software. (if the IS given by BIS is in searchable format). The software should also enable the user to locate a particular IS by typing a IS Number or key word in the title of the IS.
11. The lease will be valid for one year initially and may be renewed for a further period of one year at a time. Annual charge for renewal of lease with updates once in two months is given in Table II of APPENDIX. Annual charge for renewal of lease with updates once in six months is given in Table III of APPENDIX.

The content created will be valid for 13 months (395 days, i.e. one year [12 months – 365 days] lease and a grace period of one month [30 days] for to enable time for renewal) from the date of installation or date of generation of invoice whichever is earlier. The contractor will have to ensure that the DVD's prepared reach the customers within 10 (ten) days from the receipt of order/letter of intent. In case any DVD reaches late to the customer and as a result, if the customer does not get the minimum validity of 12 months of lease, a fresh set of DVDs with revised validity date will be required to be prepared and sent by the contractor free of cost to the customer. To prevent tampering of system date, the software must not permit installation of software on a date prior to the date of receipt of payment. If the lease is not renewed, the customer should not be able to view / print the IS leased, after expiry of lease. However, even after expiry of lease, the customer should be able to locate and view only the Number and Title of the IS with a clear message that validity of the lease has expired. The software should prevent tampering of system date and viewing of IS beyond lease period.

12. The software will have to be configured and delivered along with IS on DVDs, to the customer, as per the requirement ordered by them (i.e. Technical Divisions, Windows /Linux or any other OS, number of users etc.). The customer must be able to copy the securely encrypted IS to hard disk or other media. The customers should be able to club the homogeneous content (different divisions but same number of users) purchased and it should also be possible for the customer to

install heterogeneous content (different number of users) on the same computer/server, without getting clubbed with homogeneous content. E.g.: Single user content will be stored in Folder1, up to 5 user content will be stored on Folder5, up to 10 user content will be stored in Folder10 etc. While logging in to the software the user has to specify username, password and the type of lease model (Stand Alone, One Simultaneous User, up to 5 Simultaneous User, up to 10 Simultaneous User and up to 15 Simultaneous users).

- 13.** The software shall support both the standalone and multi-user models. In standalone model, it will be possible only for one user to access the software only on the computer on which it is installed. In case of multi-user model, the user will have the option of logging in to the software from any client or from the server itself.

The software developed shall be compatible with all types of network i.e., LAN, WAN, VPN etc. The software shall have the provision of restricting the accessibility of the software based on physical location, IP address etc. If the server on which the software is installed is accessible from the client, then it should be possible for the user at the client end to use the software installed on the server and search/view the IS.

- 14.** The software shall be reliable, fool-proof and secure. It shall be compatible with Windows, Linux and other operating systems in vogue. Modification and up-gradation of the software can become necessary due to change in BIS policies, change in customer requirements etc. Thus, the software shall be maintained, modified and upgraded by the Agency, as per the requirements specified by BIS, during the tenure of the contract.
- 15.** User friendly installer shall be provided for the software. The software shall have user profiles and shall keep track of user activity (like the list of IS viewed/printed by the user). User manual, installation guide (in soft and printed form), Help Menu shall also be provided by the Agency.
- 16.** The agency shall provide customer support through telephone, online and e-mail for all issues relating to the installation and use of IS leased on DVDs and subscribed through the portal. It shall be the responsibility of the agency to satisfactorily solve the difficulties faced by the customers.
- 17.** Beta version and final version of the software submitted by the contractor to BIS will be reckoned as Beta version and final version, respectively, only after it has been accepted as such by BIS. Beta version of the software must be delivered to BIS within 30 days of signing of this contract/agreement. Subsequent changes required will have to be incorporated in the software and the final version of the software, meeting all requirements specified by BIS, must be delivered within 45 days of signing of this contract/agreement. A penalty of Rs. 10,000.00 will be levied by BIS for delay of each week in implementing final version of software. BIS has a right to terminate the contract if the delay is prolonged or if the work done by the contractor is not found satisfactory. The contractor may seek extension from BIS in writing, in case of genuine ground, by furnishing the reasons for delay. It will be at

the sole discretion of BIS to accept or reject the request for extension of time for submission of the final version of the software.

18.Travel and other expenses: BIS will not reimburse any cost of travel or incidental expenses to the Contractor, under this contract.

19.Pricing Policy of Subscriptions- The pricing of the standards on subscription (both online and DVD) shall be decided by BIS. The present price list is provided in **Appendix**.

20. The **Free Delivery of Subscriptions and updates to all BIS Offices** The Contractor has to supply free copy of the updated DVD/ login along with updates to all BIS offices / Sales outlets.

SCHEDULE 4
(DETAILS OF TENDER DOCUMENT)

1. Availability of Tender Document

The tender document will be available between 0930 h. to 1700 h. from **27-05-2016 to 13-06-2016:**

**Sales Department,
Room No 101,
Manakalaya
Bureau of Indian Standards
Manak Bhavan,
9, Bahadur Shah Zafar Marg,
New Delhi -110002**

2. Date and Place, Manner of Submission of bids

Bids shall be submitted at the Sales Department, BIS HQ, New Delhi (address given above) **on or before 13-06-2016 upto 1500h.** in sealed envelopes.

3. Amount of Bid Security (Earnest Money Deposit)

The amount of Bid security / Earnest Money Deposit is INR 2,75,000.00 (Two Lacs Seventy Five Thousands Only)

4. Amount of Performance Security Deposit

The amount of Performance Security Deposit is INR 45,50,000.00 (Forty Five Lacs Fifty Thousand Only)

5. Validity of bids

The validity of bids will be for 120 days from the date of opening of bids.

6. Date and Place of Pre-bid Meeting

The Pre-bid Meeting shall be on **03-06-2016 at 1100h.** at the Sales Department, BIS HQ, New Delhi (address given above)

7. Date and Place of Opening of Technical Bids

The Technical Bids shall be opened **on 13-06-2016 at 1530h.** at the Sales Department, BIS HQ, New Delhi (address given above)

8. Authorized officer of the Bureau

The authorized officer of the Bureau for the purposes of this tender is
Head [Sales], BIS HQs, New Delhi

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

Head (Sales Department)
Bureau of Indian Standards,
B.S.Z. Marg,
New Delhi-
110002

Sir,

With reference to your tender enquiry dated for Appointment of Agency through a revenue sharing model for a Copyright Agreement for Licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription, I/We quote the rates as given below:

S. No (1)	Description (2)	Percentage (%) of Revenue Share to BIS (in words and figures) (3)	Percentage (%) of Revenue Share to Bidder (in words and figures) (4)
1.	For Online Lease Subscription/DVD lease		

I/We have read the tender document and understood all the terms and conditions of the tender document.

In addition, I/We also agreed to pay all taxes including service tax as applicable.

Signature: _____

Date:

Name: _____

Address: _____

PS: Please see Schedule 1 Clause 10.2 (iii) and Clause 13 (c)

SCHEDULE - 6

STAMP PAPER OF RS. 100/-

COPYRIGHT LICENCE AGREEMENT

COPYRIGHT LICENCE AGREEMENT dated **between Bureau of Indian Standards**, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi – 110 002 hereinafter referred to as “**BIS**” or “**Licensor**”

and

.....
.....
..... hereinafter refer to as Licensee/contractor

- **BIS** holds copyright in Indian Standards and produces, publishes, sells and distributes copies of Indian Standards in printed and electronic format.
- M/s is engaged in the business of
..... and desires to market the lease of Indian Standards through DVD's and online subscription.

Whereas in pursuance of tender notice No. Dated for Appointment of an Agency through a revenue sharing model for a Copyright Agreement for Licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription issued by BIS, M/s submitted their Bid. After due process of consideration and selection BIS hereby licences / appoints M/s For carrying out above activity and in order to meet the overall objective of the project, both parties are entering in to an Agreement which is as below

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

“**FORCE MAJEURE**” means, in relation to either party, any circumstances beyond the reasonable control of that party (including without limitation, any strike, lock-out or other form of industrial action) or if either party shall be prevented or substantially hindered in performing its obligations hereunder by any regulations, law, decree, act of state or any other action of Government.

“**INTELLECTUAL PROPERTY**” means any patent, copyright, registered design, trade mark, service mark or other industrial or intellectual property rights subsisting in India in respect of the **DOCUMENT** and applications for any other foregoing.

‘**MONTH**’ means a period of each English calendar month ending on the last day

‘**DOCUMENT**’ means all Indian Standards [IS] and Special Publications covered in BIS Handbook/Catalogue.

‘ÉLECTRONIC FORM’ Information recorded in a manner that requires a computer or other electronic device to display, interpret, and process it. This includes documents (whether text, image, graphics, spreadsheet etc.) generated by a software and stored on magnetic media (disks) or optical media (CDs, DVDs etc.) as well as electronic mail. In contrast to a paper (hard copy) document, an electronic document can contain non-sequential (non-linear) information such as hypertext connected by hyperlinks.

‘PACKAGE’ means a combination of documents for marketing and/or lease comprising either the complete set of documents or the complete set of documents divided into sections as per mutual agreements.

‘DVD FORMAT’ means distribution of the full set of BIS documents or packages of BIS documents through standalone PC workstations or network environments.

‘ON-LINE SUBSCRIPTION’ means making available the full set of BIS documents or packages of BIS documents through on-line network to the subscriber as per their subscription lease.

- 1.2** Any reference to this agreement to ‘writing’ or cognate expressions includes a reference to telex, cable, facsimile transmission, Registered post or comparable means of communications.

2. APPOINTMENT OF LICENSEE

- 2.1** BIS hereby grants licence to convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription, as determined and agreed in writing between the Licensee and BIS during the terms of this Agreement.
- 2.2** The licence shall be exclusive for this licensee.
- 2.3** The grant of this licence to the licensee, by BIS shall not confer upon the Licensee rights or interests beyond that of the licence.
- 2.4** In particular, the licensee undertakes to protect the copyright from the infringement by photocopy or any other method of duplication.
- 2.5** The rights hereby granted shall be personal to the licensee who shall not be entitled to authorize any other person to exercise the same.
- 2.6** The relationship between BIS and the Licensee shall be that of the “Principals” and the “Electronic Publisher & Distributor”.

3. RIGHTS AND DUTIES OF LICENSEE

- 3.1** The Licensee, at its own cost and expense, shall convert, package, duplicate, distribute, market and lease Indian Standards on DVD and on-line subscription formats during the term of this Agreement.
- 3.2** The Licensee shall also update the package provided, once in two months or six months as the case may be (Ref. clause 8.1.2 below), during the term of this Agreement.

- 3.3** The Licensee agrees to introduce/incorporate into the package all new, revised, reaffirmed and withdrawn documents/amendments provided by BIS, as the case may be, as soon as possible and in any event within 15 days of the receipt of documents/amendments. M/s shall forward a copy of all the incorporated/revised documents to BIS on electronic media, on which BIS can perform random check to verify proper incorporation.
- 3.4** The Licensee shall use their endeavors to promote and market the package(s) to customers and prospective customers. The licensee shall not appoint any sub-agent / distributors / subcontractor for the assigned work
- 3.5** The Licensee shall conduct the promotion and marketing of the package with all due care and diligence and shall cultivate and maintain good relations with customers and potential customers in accordance with sound commercial principles.
- 3.6** Subject as provided in this Agreement, the Licensee shall be entitled to perform the duties hereunder in such manner as the Licensee may think fit.
- 3.7** The Indian Standards on DVD lease /on-line subscription shall be password protected to prevent copying by others.
- 3.8** The Licensee shall comply with all applicable laws, regulations and conditions from time to time in force which in any way relate to the package or the Licensees activities therein and the Licensee hereby indemnifies BIS in full against all costs, claims, expenses, demands and proceedings which may be incurred by or levied against BIS resulting from any contravention by the Licensee of such laws, regulations and conditions.
- 3.9** The Licensee shall provide DVD sets and updates to all BIS Sales outlets free of costs for sale of printed hard copies with necessary control and software.
- 3.10** The Licensee shall, at their own expense, design, develop, test and implement Application Software for Electronic Storage and Retrieval of the full-text of the documents and provide it to BIS for their internal use. The Licensee shall also design, develop, test and implement Application Software for Retrieval and Printing of Standards from DVD lease Billing, Inventory Control and Management Information Reports for internal use of BIS.
- 3.11** The Agency guarantees to pay BIS during the first year, a minimum revenue share in accordance to their quote in Schedule 5 which shall not be less than the DVD sale amount for the FY 2015-16. The minimum increase in revenue share to BIS for the subsequent years shall be an amount equivalent to 10% of the DVD sale of Financial Year 2015-16 over the achievement of the previous year.

4. RIGHTS AND DUTIES OF BIS

- 4.1** BIS shall at its own expense supply the Licensee with soft copy, free of cost, within one month of signing the Agreement.
- 4.2** BIS shall supply the Licensee with copies of all new and revised documents and amendments within 15 days of publication, free of cost.
- 4.3** BIS agrees to forward to the Licensee all enquiries and orders for Indian Standards under the scope of this agreement.
- 4.4** Production and sale of hard copies and on-line retail Sale of Indian Standards [IS] /Special Publications [SP] shall remain the prerogative of BIS Only.

5. INTELLECTUAL PROPERTY

- 5.1** The Licensee shall promptly and fully notify BIS of any actual or threatened or suspected infringement of any Intellectual Property of BIS which comes to the Licensees' notice, and of any claim by a third party so coming to its notice that the sale or otherwise infringes any rights of any other person, and the Licensee shall at the request of BIS do all such things as may be reasonably required to assist BIS in taking or resisting any proceedings in relation to any such infringement or claim.
- 5.2** Nothing in this Agreement shall give the Licensee any rights in respect of any trademarks or service marks used by BIS in relation to the package or the goodwill associated therewith and the Licensee hereby acknowledges that, except as expressly provided in this Agreement, the Licensee shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain vested with BIS.
- 5.3** The Licensee shall not without the prior written consent of BIS use or permit to be used by any person under its control any Intellectual Property of BIS or any Intellectual Property so resembling the Intellectual Property of BIS as to be likely to cause confusion or deception.
- 5.4** The Licensee shall take all such steps as BIS may reasonably require to assist BIS in maintaining the validity and enforceability of the Intellectual Property of BIS during the continuance of this Agreement.
- 5.5** Without prejudice to the rights of the Licensee or to any third party to challenge the validity of any Intellectual Property of BIS, the Licensee shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with the Intellectual Property of BIS and shall not omit or authorize any third party to omit or do any act which, by its omission, would have the effect or character.

6. QUALITY REQUIREMENTS

- 6.1** The Licensee agrees to allow BIS to test the DVD/on-line format packages before launching and to launch them only after approval in writing from BIS. Test and approval shall be limited to document content, accuracy and quality but shall exclude product features and functionality. BIS agrees to give its approval or non-approval within five working days.

7. TERMS OF TRADE

- 7.1** The Licensee shall keep an accurate account of the operations coming under the scope of the agreement and shall render a statement in writing to BIS on monthly basis and quarter during the term of this Agreement, certified by the Chartered Accountants.
- 7.2** The Agency shall execute the work on no cost to BIS, for the marketing rights provided as a revenue sharing model. The agency shall market the lease of Indian Standards (both online and through DVD) and pass on the agreed sale percentage to BIS account on monthly basis by the 5th of the following English Calendar Month. In case of any delay a penalty of one percent [01%] of the total payment due per week subject to a maximum of five percent [05 %] of the total amount due shall be payable on the amount due to BIS.
- 7.3** While the marketing of Subscription of Sale of Indian Standards (both online and through DVD) on lease shall be done by the agency, the right to sell /distribute hard copies and online line retail sale through e-Sales portal shall remain with BIS.
- 7.4** The pricing of all publications for lease (online and through DVD) shall be as per Appendix. The licensee shall not charge the customer any other charges whatsoever except the statutory charges of the govt. as applicable. The Licencee shall not enhance or provide any

discount on these prices.

- 7.5 The service taxes and other taxes as applicable and shall be paid by the Licensee.
- 7.6 The Licensee shall make all payments of sums payable hereunder to BIS without any deduction other than such amount (if any) as it is required to be deducted by law. If the Licensee is required to make such deductions it shall do all things in its power which may be reasonably necessary to enable or assist BIS to claim exemption therefrom under provisions that are from time to time in force and shall give to BIS proper evidence as to the deduction and payment of the tax of sums withheld. If BIS provides to the Licensee a valid Income Tax Exception Certificate, no tax shall be deducted by the Licensee.

8. REVENUE SHARE AND FORMULA FOR LEASING PRICES

- 8.1 In case of leasing of Indian Standards on DVD/On-line subscription of Indian Standards, M/sshall pay revenue share due to BIS at the following rates:

..... % of Online Lease Subscription/DVD lease Sales

- 8.1.1 The initial first year annual leasing charges and renewal charges are given in the APPENDIX, which shall be reviewed periodically for revision by BIS.
- 8.1.2 BIS shall receive its share of revenue on the basis of the annual leasing charges mentioned in **APPENDIX** or as revised as per clause 8.1.1 above.
- 8.1.3 The Agency guarantees to pay BIS during the first year, a minimum revenue share in accordance to their quote in Schedule 5 which shall not be less than the DVD sale amount for the FY 2015-16.

The minimum increase in revenue share to BIS for the subsequent years shall be an amount equivalent to 10% of the DVD sale of Financial Year 2015-16 over the achievement of the previous year

9. FORCE MAJEURE

- 9.1 If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.
- 9.2 Neither party shall be deemed to be breach of this Agreement, or otherwise be liable to the other, by reason by any delay in performance, or non-performance, or any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of obligations shall be extended accordingly.
- 9.3 If the Force Majeure prevails for a continuous period in excess of twelve months, the party shall enter in to a bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative agreements as may be fair and reasonable.

10. COMMENCEMENT OF THE AGREEMENT, EXTENSION AND TERMINATION

- 10.1** The licensee shall commence from the date it is made and shall continue for a period of five years. The contract shall be valid for a period of five years i.e. Sixty [60] months and may be extended for a further period of five [05] years based on performance.

10.2 Termination of Contract by the Bureau

It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor sixty [60] days' notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

10.3 Termination of Contract by Agency/Agencies

If the Agency decides to terminate the Contract before the end of contract period, the Agency/Agencies has to give an advance intimation of at least 18 months.

If the Agency terminates the contract/Agreement without prior notice of 18 months, then the entire amount of Performance Security or Performance Bank Guarantee shall be forfeited to Bureau.

10.4 This Agreement may also be terminated by BIS forthwith if at any time:

The Licensee fails to make revenue share payments to BIS after the same have become due and such failure continues for a period of five weeks

Or

The Licensee commits any other breach of this Agreement which breach (if capable of remedy) shall not be remedied with sixty days of receipt of notice specifying the breach and calling upon the Licensee to remedy it.

Or

The Licensee shall go into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or shall enter into any composition arrangements with its creditors or a receiver of its assets is appointed.

- 10.4.1** Should any part of the Agreement be illegal or unenforceable the remaining provisions shall so far as they are capable of being performed and observed, shall continue in full force and effect.
- 10.4.2** In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of the "Licensor" and the "Licensee".

11 Indemnity

- 11.1 The Agency shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.
- 11.2 The Agency 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.
- 11.3 The Agency 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.

The BIS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Agency/Agencies.

12. Confidentiality

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

13. Publicity

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

14. Disputes & Arbitration

- 14.1 The Bureau and the Agency 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.
- 14.2 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.

15. Mode of Serving Notice

- 15.1 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).
- 15.2 All notices shall be issued by the authorized officer of the Bureau, unless otherwise

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

16. Governing language:

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

17. Law

The contract shall be governed and interpreted under Indian Laws.

18. Legal Jurisdiction

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

19. AGREEMENT AND WARRANTY

19.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

19.2 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representations, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

20. All the documents like tender notice, tender document, scope of work, eligibility criteria, other terms & conditions mentioned in Scheduled 1 to 6, Annexure 1 to 7 and Appendix forms parts of this contract/Agreement.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in tender document.

<p>Signature of Contractor/Authorised Representative</p> <p>Name :</p> <p>Designation:</p> <p>Address:</p> <p>Seal of the firm/Company</p>	<p>Signature of Authorised Officer of the Bureau</p> <p>Name :</p> <p>Designation:</p> <p>Address:</p> <p>Seal of the Bureau</p>
<p>Witness:</p> <p>Signature:</p> <p>Name of witness:</p> <p>Address:</p>	<p>Witness:</p> <p>Signature:</p> <p>Name of witness:</p> <p>Address:</p>
<p>Witness:</p> <p>Signature:</p> <p>Name of witness:</p> <p>Address:</p>	<p>Witness:</p> <p>Signature:</p> <p>Name of witness:</p> <p>Address:</p>

Letter of Transmittal/ Covering Letter (On letterhead)

**Head, Sales Deptt
Bureau of Indian Standards,
Manak Bhavan
9, B S Zafar Marg,
New Delhi – 110 002**

Sir,

Having examined the details given in tender document, we hereby submit our application and relevant documents.

1. We hereby certify that all the statements made and information supplied in the enclosed application and accompanying statements are true and correct.
2. We have furnished all information and details necessary for tender and have no further pertinent information to supply.
3. We authorize BIS or their representatives to approach individuals, employers, firms, our Bankers and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the terms & conditions and requirements given in this tender document and accept the same without any condition. We further confirm that the decision of BIS with regard to our selection shall be final and binding on us.
5. The information/ documents/ Experience certificates submitted by us along with this application for t o BIS are genuine and true and nothing has been concealed.
6. We shall have no objection in case BIS verifies them from issuing authorities. We shall also have no objection in providing the original copy of the document(s), in case BIS demands so for verification. The validity of this tender is confirmed for 120 days from the date of opening of bids.
7. We hereby confirm that in case, any document, information &/or certificate submitted by us is found to be incorrect/false/fabricated, BIS at its discretion may disqualify / reject my application out.

Place:

SIGNATURE

Date :

NAME & DESIGNATION:

SEAL OF ORGANISATION

APPLICATION FORM
(Details to be provided by bidder)

1. General

S.No	Item	
1	Name of the Applicant firm	
1 a)	Address (Head Office) <div style="text-align: right; padding-right: 20px;"> Telephone No.: Office : Mobile : Fax : E-Mail : </div>	
1 b)	Address (Other Offices) <div style="text-align: right; padding-right: 20px;"> Telephone No.: Office : Mobile : Fax : E-Mail : </div>	
1 c)	Authorized Contact person(Name):	

	Designation : Tel : Mob : E-Mail	
2	Place and Year of establishment	
3	Registration with Tax Authorities: Income-tax PAN No: TAN No: Service tax no:	
4	Names of the Bankers with address & telephone Numbers: I) II)	
5	Availability of organizational infrastructure in terms of qualified and experienced manpower (permanent employees)/office/equipment	Pl furnish info in Annexure 3
6	Details of experience in work of similar nature in last 10 years (upto 31 Mar 2016)	Pl furnish info in Annexure 4

2. Turnover in last three [03] financial years ending 31 March 2015

Sr. No.	Year	Turnover (Rs.)	Income-tax paid	Service Tax paid
1	2012-13			
2	2013-14			
3	2014-15			
4	2015-16*			
	Average Annual Turnover of last 3 years			

(Chartered Accountant's certificate and copies of income-tax returns / assessment orders for each year to be enclosed)

* unaudited results for 2015-16 may also be included if available.

4. Details of EMD paid: DD/Pay Order No. Dated.....For Rs.....

5. Declaration as per Annexure- 6 Attached/ Not Attached

Place : SIGNATURE

Date : NAME &

DESIGNATION

SEAL OF ORGANISATION

Enclosures (See Checklist in Annexure-8)

Annexure-3

Details of Organizational Infrastructure in terms of manpower/office/equipment infrastructure be furnished in the following format [See Schedule 1 Clause 3 (e)].

Item	Details	Remarks
Total number of Permanent Employees		
Office Infrastructure		

Place :

SIGNATURE

Date :

NAME &

DESIGNATION

SEAL OF ORGANISATION

Annexure-4**DETAILS OF WORK EXPERIENCE
IN SIMILAR WORK
[Last 10 years]**

[See Schedule 1 Clause 3 (a) and Clause 10.1 (ii) (c)].

S.No.	Name of work	Work executed for (name of the client with contact details)	Scope of services	Value in Rs.	Duration of work		If work left incomplete or terminated (give	Details of litigation, if any	Documents for evidence
					Date of commencing	Date of completion			

Note: 1. Copies of self-attested appointment letter/agreements be enclosed [see Schedule 1 Clause 3 (a)].

2. Feedback from individual customer (s) and Standards Developing Organizations (SDO's) be enclosed [see Schedule 1 Clause 10.1 (ii) (c)].

Place :

SIGNATURE

Date :

NAME &
DESIGNATION
SEAL OF
ORGANISATION

Annexure-5

**Self-Declaration for content creation and infrastructure
(On letterhead)**

[See Schedule 1 Clause 3 (g) & (h)].

- a) I/We have the required experience and infrastructure for carrying out the work of Content Creation and development of related software/web-applications for searching / viewing / printing of books / standards etc.
- b) I/We have the ability to provide the Indian Standards in secured formats

Place :

SIGNATURE

Date :

NAME &

DESIGNATION

SEAL OF ORGANISATION

D E C L A R A T I O N
[See Schedule 1 Clause 3 (f)]
(On letterhead)

I / We have read and fully understood the tender document and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bureau of Indian Standards, on the basis of the information given by me / us can be treated as invalid and I / We will be solely responsible for the consequences.

I / We agree that the decision of Bureau of Indian Standards in this contract will be final and binding to me / us.

All the information furnished by me/us hereunder is correct to the best of my knowledge and belief.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I/ We confirm that we or our proprietor/Director/Partner have not been blacklisted or debarred or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt or other agency. I/we further declare that no criminal case is registered on pending against the firm/company or its owner/partners/directors anywhere in India. Also there are no contractual restrictions or legal disqualifications or other obligations which prohibit the applicant from entering into this tender process.

Place :

SIGNATURE

Date :

NAME &

DESIGNATION

SEAL OF ORGANISATION

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 of..... 20

For

(indicate the name of bank)

Check List of Documents be attached

Sr. No.	Details of Documents	Enclosed (Yes/No)	Remarks (if any)
1	Letter of Transmittal / Covering Letter (On letterhead) as per Annexure 1		
2	Application form as per Annexure-2		
3	Details of Organizational Infrastructure in terms of manpower/office/equipment infrastructure as per Annexure-3 . [see Schedule 1 Clause 3 (e)]		
4	Details of work experience in similar work [Last 10 years] as per Annexure-4 . [see Schedule 1 Clause 3 (a) and Clause 10.1 (ii) (c)] .		
5	Self-Declaration for content creation and infrastructure (On letterhead) as per Annexure-5 . [See Schedule 1 Clause 3 (g) & (h)].		
6	Declaration (On letterhead) as per Annexure-6 . [See Schedule 1 Clause 3 (f)].		
7	Copy of tender document with each page duly signed as token of acceptance of all terms and conditions at requirements of the tender.		
8	Copies of PAN/TAN, Service Tax registration certificates.		
9	Proof of having achieved average financial turnover of INR 50 Millions in the previous 3 financial years ending 31 March 2016 (Chartered Accountants Certificate, copies of income- tax returns / assessment orders for each year to be enclosed). [See Schedule 1 Clause 3 (d)]		
10	The amount of Bid security / Earnest Money Deposit is INR 2,75,000.00 (Two Lacs Seventy Five Thousands Only) as per Schedule 4 .		
11	Financial Bid as per the format in Schedule 5 in a separate envelope.		

APPENDIX**Leasing of Indian Standards on DVDs**

Indian Standards are available on lease on DVDs. The standards will be securely encrypted and password protected and hence may be viewed only through the *viewer* (proprietary client application) provided in the installation DVD for this purpose. The lease will be for complete set of all Indian Standards or for one or more of the 14 Technical Divisions. Price for leasing of IS on DVDs for one year (with two monthly updates) are given in the following Table – I:

TABLE– I
ANNUAL LEASING CHARGE OF INDIAN STANDARDS ON DVD
(In INR)

	SINGLE USER	1 Simultaneous User	2-5 Simultaneous Users	6-10 Simultaneous Users	11-15 Simultaneous Users
	1	2	3	4	5
<u>Complete Set</u>	419800	629700	713700	797700	881600
<u>PGD</u>	42500	63800	72300	80800	89300
<u>CHD</u>	33300	50000	56700	63300	70000
<u>CED</u>	44100	66200	75000	83800	92700
<u>ETD</u>	49600	74400	84400	94300	104200
<u>FAD</u>	34700	52100	59000	66000	72900
<u>LTD</u>	46200	69300	78600	87800	97100
<u>MED</u>	28000	42000	47600	53200	58800
<u>MHD</u>	20000	30000	34000	38000	42000
<u>MSD</u>	9400	14100	16000	17900	19800
<u>MTD</u>	31200	46800	53100	59300	65600
<u>PCD</u>	27400	41100	46600	52100	57600
<u>TED</u>	22400	33600	38100	42600	47100
<u>TXD</u>	21000	31500	35700	39900	44100
<u>WRD</u>	10400	15600	17700	19800	21900

The lease will be valid for one year initially and may be renewed for a further period of one year at a time. Annual charge for renewal of lease with updates once in two months is given in Table II. Annual charge for renewal of lease with updates once in six months is given in Table III.

The maximum number of concurrent users allowed and the maximum number of users allowed to be created are given below:

Sl.No.	Model	Maximum No. Of Concurrent Users Permitted	Maximum No. of User ids permitted to be created	Remarks
1	Standalone	Nil (One Standalone User Only)	1	Logging in through Network is not possible
2.	1 User	One	10	Network model
3	2-5 User	Five	50	- do -
4.	6-10 User	Ten	100	- do -
5	11-15 User	Fifteen	150	- do -

TABLE– II
ANNUAL RENEWAL LEASING CHARGE OF INDIAN STANDARDS ON DVD
(WITH BI-MONTHLY UPDATES)

(In INR)

	SINGLE USER	1 Simultaneous User	2-5 Simultaneous Users	6-10 Simultaneous Users	11-15 Simultaneous Users
	1	2	3	4	5
<u>Complete Set</u>	335900	503900	571000	638200	705300
<u>PGD</u>	34000	51000	57900	64700	71500
<u>CHD</u>	26700	40100	45400	50700	56000
<u>CED</u>	35300	53000	60000	67100	74200
<u>ETD</u>	39700	59600	67600	75500	83400
<u>FAD</u>	27800	41700	47200	52800	58400
<u>LTD</u>	37000	55500	62900	70300	77700
<u>MED</u>	22400	33600	38100	42600	47100
<u>MHD</u>	16000	24000	27200	30400	33600
<u>MSD</u>	7600	11400	12800	14400	15900
<u>MTD</u>	25000	37500	42500	47500	52500
<u>PCD</u>	22000	33000	37300	41700	46100
<u>TED</u>	18000	27000	30500	34100	37700
<u>TXD</u>	16800	25200	28600	32000	35300
<u>WRD</u>	8400	12600	14200	15900	17600

TABLE– III
ANNUAL RENEWAL LEASING CHARGE OF INDIAN STANDARDS ON DVD
(WITH SIX-MONTHLY UPDATES)

(In INR)

	SINGLE USER	1 Simultaneous User	2-5 Simultaneous Users	6-10 Simultaneous Users	11-15 Simultaneous Users
	1	2	3	4	5
<u>Complete Set</u>	168000	252000	285500	319100	352700
<u>PGD</u>	17000	25500	29000	32400	35800
<u>CHD</u>	13400	20100	22700	25400	28000
<u>CED</u>	17700	26600	30000	33600	37100
<u>ETD</u>	19900	29900	33800	37800	41700
<u>FAD</u>	13900	20900	23600	26400	29200
<u>LTD</u>	18500	27800	31500	35200	38900
<u>MED</u>	11200	16800	19100	21300	23600
<u>MHD</u>	8000	12000	13600	15200	16800
<u>MSD</u>	3800	5700	6400	7200	8000
<u>MTD</u>	12500	18750	21300	23800	26300
<u>PCD</u>	11000	16500	18700	20900	23100
<u>TED</u>	9000	13500	15300	17100	18900
<u>TXD</u>	8400	12600	14300	16000	17700
<u>WRD</u>	4200	6300	7100	8000	8800