



भारतीय मानक ब्यूरो
9, बहादुर शाह जफ़र मार्ग
नई दिल्ली-110002

निविदा सूचना

संदर्भ: प्रका./जी-12

26 जुलाई 2021

भारतीय मानक ब्यूरो द्वारा 9, बहादुर शाह जफ़र मार्ग, नई दिल्ली में स्थित अपने मुख्यालय में भारतीय मानकों के सम्पादन, आलेखन एवं डेस्कटॉप प्रकाशन के लिए योग्य फर्मों (भारत से, जो भारत में पंजीकृत हैं और भारत से परिचालित हैं) से द्वि-बोली प्रणाली (तकनीकी बोली एवं वित्तीय बोली) के तहत ऑनलाईन बोलियाँ आमंत्रित की जाती हैं। निविदा दस्तावेज को www.bis.gov.in एवं <https://eprocure.gov.in/eprocure/app> से डाउनलोड किया जा सकता है। बोलियों की प्राप्ति की समापन तिथि एवं समय 16 अगस्त 2021 15 00 है।

(अनुज भटनागर)

वैज्ञानिक 'एफ' एवं प्रमुख (प्रकाशन और विक्रय)



BUREAU OF INDIAN STANDARDS

Manak Bhavan, 9 Bahadur Shah Zafar Marg

New Delhi -110 002

TENDER NOTICE

Ref.: PUB/G-12

26 July 2021

Online bids under two-bid system (Technical bid and Financial bid) are invited by Bureau of Indian Standards from eligible firms (from India, having their registered office in India and operating from India) for editing, composing & desktop publishing of Indian Standards at its Headquarters located at Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi – 110 002. The tender document can be downloaded from www.bis.gov.in and <https://eprocure.gov.in/eprocure/app>. The closing date and time of receipt of bids is 16 August 2021, 15 00 h.

(Anuj Bhatnagar)

Scientist F & Head (Publication and Sales)

BUREAU OF INDIAN STANDARDS

Tender Reference No.: PUB/G-12

Online bids are invited in two bid system (Technical Bid and Financial Bid) from reputed, eligible and qualified firms for following services:

Sl.No.	Brief Description	Bid security
1.	Editing, Composing and Desktop publishing of Indian Standards	Bid Security Declaration in the format at 5.1 of Schedule 1 may be submitted

CRITICAL DATE SHEET

Published Date & Time	26 July 2021
Bid Document Download Start Date	26 July 2021
Seek clarification Download Start Date	27 July 2021
Seek Clarification End Date	16 August 2021
Pre Bid Meeting Date	03 August 2021
Pre Bid Meeting Place & Address	The Bureau Headquarters, New Delhi or through video conferencing, if required
Bid Submission Start Date & Time	27 July 2021 11 00 h
Bid Submission End Date & Time	16 August 2021 15 00 h
Technical Bid Opening Date & Time	18 August 2021 11 00 h
Financial Bid Opening Date & Time	30 August 2021 11 00 h

BUREAU OF INDIAN STANDARDS
Manak Bhavan, 9 Bahadur Shah Zafar Marg,
New Delhi-110 002

1. Bureau of Indian Standards (The BUREAU), New Delhi invites online bids under two bid system (Technical Bid and Financial Bid) for Editing, Composing and Desktop publishing of Indian Standards of the BUREAU on or before 16 August 2021 15 00 h.

- | | | |
|------------------------------------|---|---|
| 2. Cost of the tender document | - | Nil |
| Earnest Money Deposit | - | Bid security declaration to be submitted |
| Validity of Bids | - | 180 days from opening of technical bid |
| Tender document can be downloaded- | | from 26 July 2021 to 16 August 2021 15 00 h |
| Last date for submission of bid | - | 16 August 2021 15 00 h |
| Opening of technical bid | - | 18 August 2021 11 00 h |

3. The tender document may also be downloaded from our website www.bis.gov.in & CPP Portal <https://eprocure.gov.in/eprocure/app>. The Bid Security Declaration be submitted and must be enclosed alongwith the technical bid of tender document, else tender document for the bid will not be accepted. Bid Security Declaration should not be enclosed with Financial Bid. The BUREAU reserves the right to reject any or all of the bids without giving any reason.

(Anuj Bhatnagar)
Scientist F & Head (Publication & Sales)

Our Ref: PUB/G-12

TENDER NOTICE (DETAILED) FOR WEBSITE

Invitation for Bids for Editing, Composing and Desktop Publishing of Indian Standards

**Bureau of Indian Standards (BUREAU)
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi 110 002
Website: www.bis.gov.in**

Background:

The Bureau is the National Standards Body of India. It has published approximately 20000 Indian Standards and priced publications. Documents comprise of Indian Standards Manuscript, Amendments in the form of running text matter, tables, scientific equations, scientific symbols, line drawings, diagrams. The Documents may be in the range between 2 to 120 pages. Besides the above, colour photographs can also be part of documents.

(For detailed scope of work refer clause 6 of Schedule 2).

In order to familiarize themselves with the conditions and work requirement, bidders may attend the pre-bid meeting and get their queries addressed.

TENDER DOCUMENT

SCHEDULE – 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids/Brief Scope of work

1.1 Online bids, under two bid system (Technical bid and Financial bid) are invited by the Bureau of Indian Standards (the BUREAU), from eligible firms (from India, having their registered office in India and operating from India) for editing, composing and Desktop publishing of Indian Standards and other publications of Bureau of Indian Standards.

2. Eligibility Criteria for the bidders

- i) Tender is open to all firms/agencies in India, engaged in providing Digitization, Editing and Digital Archiving solution and developing, book creation.
- ii) Firms/agencies registered with GST authorities need only apply and the firms/agencies should submit the details of registration, copy of PAN card, and GST registration.
- iii) The firm/agency should have executed one or more similar project of value cumulative of Rs. 15 lakh or more in last three years (i.e. 2018-19, 2019-20 & 2020-21). These orders should be from any of the Government Department/Public Sector/Autonomous bodies/Publishing Houses/Corporate Bodies (provide copy of successful completion certificates from the client as evidence).
- iv) The firm/agency should have a minimum turnover (annual) of at least Rs. 40 lakhs during each of last three financial years (2018-19, 2019-20 & 2020-21). (Enclose certified copy of P&L account or certificate issued by CA for each of last 3 years).
- v) The firm should have the required infrastructure and facilities capable of downloading/printing/scanning A4, A5, B5 royal octavo etc. size pages which can scan atleast 500 pages per day and process the documents to meet the delivery schedule. (Please provide a list with documentary proof of the facilities/equipment available along with self-declaration for the same).
- vi) Details of organizational infrastructure as per annexure 3 along with copies of qualification and experience certificates of personnel. The editors' qualification shall be minimum science graduate and having at least 2 years' experience of editing.
- vii) The editing shall be done as per **IS 12** copy of which is available on the BUREAU's e-sales portal.
- viii) **Compliance of Rule 144 (xi) of General Financial Rules and Orders issued thereunder:** Any bidders from such countries which share land border with India will be eligible to bid only if the bidder is registered with the Competent Authority as specified by the Government of India.

2.1 Pre-Bid Meeting

A pre-bid meeting for interested Bidders will be held at the scheduled date and time indicated in the critical date sheet. Any change in venue or timing of pre-bid meeting will be hosted on the Bureau website (www.bis.gov.in) and the Central Public Procurement (CPP) Portal of Government of India (<https://eprocure.gov.in/cppp>). Interested bidders will be allowed to seek clarification and get their doubts cleared during pre-bid meeting. Any change that would be made in the Tender document by the Competent Authority after issue of the tender will be hosted on the Bureau website (www.bis.gov.in) and on CPP Portal of Government of India in the form of Corrigendum/Addendum for incorporating the same in the bid for submission. The minutes of pre-bid meeting shall be intimated to all bidders present in the pre-bid meeting and shall also be exhibited on the Bureau website and on the CPP portal.

3. Availability of Tender Document

3.1 The tender document may also be downloaded from the website of the Bureau (www.bis.gov.in) for reference and the CPP portal.

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

4. Language of Bid/Contract

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

5. Earnest Money/Bid Security

5.1 The bidder shall submit with the Bureau a declaration in respect of Bid Security in the format given below:

Bid Security Declaration (to be submitted on letterhead)

We,(name and address of the bidder) accept that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for bids/request for proposals document, we will be suspended for the period of two years from being eligible to submit Bids/Proposals for contracts with the Bureau.

Signature
Name & Address of authorized signatory
Stamp

5.2 The failure of submission of Bid Security Declaration shall disqualify the bid and the Bureau shall exclude from its consideration such disqualified bid(s). Registered Micro and Small enterprises (MSE) OEMs as defined in MSE procurement policy 2012 issued by Department of MSME or bidders registered with the Central Purchase organisation or the concerned Ministry or Department or Start-ups as recognised by the Department for Promotion of Industry & Internal Trade (DPIIT), Government of India are exempted from submission of Bid Security Declaration subject to production of valid document confirming such registration.

5.3 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 (in violation of the Bid Security Declaration), the bidder shall be disentitled to submit a bid to the Bureau for any supply of services during the next twenty four (24) months effective from the date of such revocation.

5.4 Start-ups, as registered or recognized by DPIIT and MSEs holding valid registration as MSE, are exempted from Prior Experience and Prior Turnover criteria (please see item 2 (iii) and iv) above). Certificate or supporting document conforming their registration as start-ups and MSEs shall be enclosed along with the technical bid.

6. Last Date of Submission

6.1 Bids have to be submitted online on CPP Portal (<https://eprocure.gov.in/eprocure/app>). It shall be the responsibility of the bidder to ensure that bid is submitted on or before the deadline of submission prescribed in Notice Inviting e- Tender (NIT).

6.2 Submission of bids shall be closed on CPP Portal mentioned earlier at the date & time of submission prescribed in NIT after which no bidder shall be able to submit the bid.

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

7. Manner of Submission of Bid

Bids shall be submitted online only at CPP Portal.

7.1 Bidders are advised to follow the instructions provided in the Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal. A set of instructions for online bid submission is given in Annexure 8.

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

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

7.4 E-mail or fax submission shall not be considered.

8. Contents of the Bid Document

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

8.1 Technical bid

- i) A letter of transmittal/covering letter as per the format given at Annexure 1.
- ii) Checklist as per the format given in Annexure 6.
- iii) Bid Security Declaration in the prescribed format.
- iv) Application Form as per the format given at Annexure 2.
- v) Copies of Income Tax & GST returns for the year 2020-21 (exempted for startups established during this period or later) and PAN & GST registration certificates.
- vi) Details of organizational infrastructure as per Annexure 3 along with copies of qualification and experience certificates of personnel. The editors' qualification shall be minimum science graduate and having at least 2 years' experience of editing.
- vii) Declaration in Annexure 6
- viii) A declaration that the Editing shall be done as per **IS 12** copy of which available at BUREAU sales portal.
- ix) The firm should have executed one or more similar project of value cumulative of Rs. 15 lakh or more in last three years. These orders should be from any of the Government Department or Public Sector or Autonomous bodies or Publishing Houses or Corporate Bodies. Bidder has to provide copy of successful completion certificates from the client as evidence along with duly filled in Annexure 4.
- x) The proof of having achieved minimum turn over (annual) of at least Rs.40 lakhs during each of last three financial years (2018-19, 2019-20 & 2020-21) (Enclose the CA certified P&L Accounts & balance sheets or CA certificate during each of last 3 years).
- xi) Signed and scanned copy of Tender Acceptance Letter in the format given in Annexure 7.
- xii) Certificate to the effect confirming compliance of Rule 144 (xi) of General Financial Rules on the letter head in the following format:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such

a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.”

A gist of the relevant clauses of the said rule and orders is given in Annexure 9 which may be referred to. However, the bidders must check the Rule 144 (xi) of GFR and Orders issued thereunder to be sure about their eligibility. In case the bidder is from such country, the evidence of valid registration must be submitted along with the above certificate.

- xiii)** Certificate as per para 9 (a) of Public Procurement (Preference to Make in India) Order 2017 (latest being dated 16.09.2020).
- xiv)** The bidder shall submit Integrity Pact duly signed with seal in the format prescribed in Annexure 10 the bid document.

8.2 FINANCIAL BID

Financial bid of only those bidders who fulfil the above technical requirements will be opened. The required documents should be submitted strictly as prescribed. Original documents may be required for verification of the above claims.

8.2.1 The bid shall contain only the prices duly filled in and signed by the bidders as per the format for financial bid at schedule 5. The bidder shall specify his total basic fee (excluding taxes) for one year for the entire job.

8.2.2 The rates quoted will be deemed to have included all costs and no additional cost would be payable.

8.2.3 The bidders shall indicate no commercial or technical condition or qualification of any sort; otherwise the tender shall be summarily rejected.

8.3 BID FORMAT

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

The price bid format is provided as BoQ_PriceBid.xls. along with this tender enquiry document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_PriceBid.xls. as it is and quote their offer or rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper or modify downloaded price bid template in any manner. In case, if the same is found to be tempered or modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with the Bureau.

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

9. Validity of Bids

9.1 The bids will be valid for a period indicated in Schedule 4 from the date of opening of technical bid.

10. Quoting of Rates:

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

10.2 The Financial Bid shall be exclusive of all taxes.

11. Other Important Points to be noted by the Bidder

The Bidder shall submit the Bid which satisfies each and every condition laid down in Schedule-4, failing which the Bid shall be liable to be rejected. Conditional Bids shall not be accepted.

12. Modification and Withdrawal of Offer

12.1 Bidder can modify the bid online before last date of bid submission. Once bid is withdrawn by the bidder then he will not be able to submit the bid again.

13. Corrupt or Fraudulent Practices

13.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts.

Accordingly, the Bureau defines the terms set forth as follows:

(a) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

(b) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or 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.

13.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended forward has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing a contract.

14. Opening of Bid

Bids will be opened as per date and time mentioned in the Critical Date Sheet. Bidders can participate in the bid opening process online at the scheduled time by logging in to the CPP Portal. After online opening of Technical Bid, the results of qualification in technical bids as well as date and time of opening of financial bids will be intimated later.

15. Shortlisting of Bidders

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

16. Opening of Financial Bids

Bureau will open the Financial Bid on the notified date and the rates quoted by the bidder in BoQ.

17. Acceptance of Bid

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

18. Confidentiality Clause

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

19. Performance Security

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

Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the commercial Bank or payment online. The bank details are as follows:

- Canara Bank, Bureau of Indian Standards, 9 Bahadur Shah Zafar Marg, New Delhi.
- IFSC OR NEFT Code: CNRB 0019084, Account No.: 90841010000018, Email id: dac@bis.gov.in, PAN No. AAATB0431G, GSTIN: 07AAATB0431G1ZD

Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations, if any.

20. Execution of Contract Document

20.1 The successful Bidder after deposit of Performance Security is required to execute an Agreement in duplicate in the form attached with the tender Documents on a non-judicial stamp paper purchased at Delhi of proper value. The proper value at present is Rs. 100/-. 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. It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

21. Rights of the Bureau

21.1 The Bureau reserves the right to suitably increase or reduce the scope of work put to this Bid.

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

22. Notice to form Part of Contract

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

23. Purchase Preference

Subject to meeting Terms and Conditions stated in the tender document, purchase preference shall be admissible to:

- (a) Public Procurement Policy for MSE Order 2012:** MSE OEM suppliers in accordance with and as per the procedure thereof laid down in the Public Procurement Policy for MSE policy 2012 subject to submission of valid document confirming registration as MSE.
- (b) Public Procurement (Preference to 'Make in India') Order:** Class I Local Suppliers in accordance with and as per the procedure thereof laid down in the Public Procurement

(Preference to Make in India) Order 2017 (latest being Order dated 16.09.2020 <https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>) . Bidders may note that only Class I & Class II Local Suppliers as defined in the said Order shall be eligible to bid and Non-Local Suppliers shall not be eligible to bid. The bidders must submit a certificate in accordance with para 9 (a) of the said Order to the effect that the equipment(s) offered for supply meets the local content requirements for Class I Local Supplier/Class II Local Supplier, as the case may be. The certificate shall also contain the details of the location(s) at which the local value addition is made.

Minimum Local Content – The ‘local content’ requirement to categorize a supplier as ‘Class-1 local supplier’ is minimum 50%. For Class-II local supplier’, the ‘local content’ requirement is 20%.

24. Integrity Pact

The bidder shall submit Integrity Pact duly signed with seal in the format prescribed in the bid document.

25. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

- i) Prohibition of
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to other wise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process for contact; which can affect the decision of the procuring entity directly or indirectly.
 - f) Any correction or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

- ii) Disclosure of conflict of interest.

iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity

26. Conflict of Interest

A bidder shall not have conflict of interest with other bidders which can lead to anti-competitive practices to the detriment of BIS. A bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with other bidders in the following circumstances, if:

- i) They have controlling partners in common;
- ii) They receive or have received any direct or indirect subsidy/financial stake from any of them;
- iii) They have the same legal representative/agent for purposes of this bid;
- iv) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of the another bidder;
- v) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- vi) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid.
- vii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SCHEDULE 2 – CONDITIONS OF CONTRACT

1 DEFINITION:

- i) **Bidder** (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity;
- ii) **Contractor** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company
- iii) **Contract** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the bureau and any other document under this contract.
- iv) **Competent Authority** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.

- v) Government shall mean the Central Government.
- vi) The Bureau shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act 2016.
- vii) Director General shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- viii) Approved shall mean approved in writing including subsequent confirmation of previous verbal approval and Approval shall mean approval in writing including as aforesaid.
- ix) “Specification means the specifications referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- x) Tender means formal invitation by the Bureau to the prospective bidders to offer price for Editing, Composing and Desktop Publishing of Indian Standards of the BUREAU.
- xi) Bid means the Contractor’s priced offer to the Bureau for editing, Composing and Desktop Publishing of Indian Standards of the BUREAU.
- xii) Letter of Acceptance means the formal acceptance by the Bureau.
- xiii) Commencement Date means the date upon which the Contractor receives the notice to commence the specified services.
- xiv) Annexure referred to in these conditions shall means the relevant annexure appended to the tender document and the contract.

2. Parties to the contract:

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

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

3. Performance Security

To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished in the form of Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the commercial Bank or payment online.

Performance Security will remain valid for a period of sixty 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 from the amount of Performance Security Deposit. In case, the

amount of Performance Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit.

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

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

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

4. Contract Documents:

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

- i) The Agreement
- ii) Minutes of pre-bid meetings, clarifications(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 02 years i.e. 24 months and may be extended for a further period of 5 years, one year at a time, based on performance.

6. Detailed Scope of Work

6.1 The services shall consist of converting documents supplied by the Bureau in the required formats. Documents comprise of Indian Standards Manuscript, Amendments in the form of running text matter, tables, scientific equations, scientific symbols, line drawings, diagrams etc.

The documents may be in the range between 2 to 120 pages. Besides the above, colour photographs can also be part of documents.

6.2 The price shall be quoted in the format given at Schedule 5.

6.3 The agency shall thoroughly proof-read, check, verify and edit the document and ensure that conversion is exactly as per the manuscript provided and formatted as per the latest Indian Standards IS 12. The details of conversion requirement are given below:

S.no	Input from Publication to Agency (Document stage identification is given in brackets)	Deliverables (Document stage Identification is given in brackets)	Times In days	Approx .quantum of work PPA (Pages per Annum)
1.	Manuscript of draft standards in soft copy (in MS Office Word 2007 or higher format)	<p>1.Final Edited Version (in MS Office word 2007 or higher format, that has been edited and proof corrected as per IS 12) in soft copy.</p> <p>2. Searchable pdf version of the above, i.e. printable & non-editable version (in adobe version 11.0 or higher) suitable for uploading on the BUREAU e- publication portal in soft copy with XML coded file.</p>	<p>7</p> <p>5</p>	<p>Approx. 15000</p> <p>- do -</p>
2.	Manuscript of draft standards with Amendment in soft copy in MS Word format	<p>Final Edited version of standard with amendment incorporated (in MS office word 2007 or higher format that has been edited and proof corrected as per IS 12) in soft copy</p> <p>1. With amendments incorporated in track change mode (printable, searchable & non-editable pdf version, that has been edited and proof corrected as per IS 12)</p> <p>2. Searchable pdf that is printable & non – editable version with amendments incorporated (that has been edited and proof</p>	<p>2</p> <p>2</p> <p>2</p>	<p>Approx. 1000</p> <p>-do-</p> <p>-do-</p>

		corrected, as per IS 12) suitable for uploading on the BUREAU e-publication portal in soft copy.		
3.	Documents given in sl.no. 1 to 2	1.Scope and reference of the portion of the publications in editable pdf form	2	-do-

6.4 The above indicated time norms are on the basis of approx.25 standards per week. However, in case of additional work load of every 5 standards, One day allowance will be given.

6.5 For bilingual standards, an additional 3 days could be given to base time and for standards, more than 25 per week, an additional two days could be given over and above the standards time applicable.

6.6 In case the workload is less than the estimated standards workload, then no change in time limit on the standard base time shall be made.

7. Imposition of fine/penalty (penalty Clause)

Deficiency in service could be considered as follows:

- 1) Non Delivery as per time norms
1% of the price of the undelivered service for each week or part thereof subject to a maximum of 10% of the charge payable. Defaults may attract termination.
- 2) Delivery of documents with formatting proof correction errors. More than three errors per page will not be allowed and any page containing more than 4 errors shall be returned by publication Department to the Agency. Such documents are to be considered as not submitted in time and the time taken for correcting and returning to publication Department shall be counted and penalty to be imposed accordingly.

8. Financial Terms

a) A Financial Evaluation Committee (FEC) would scrutinize the financial bids of the technically qualified bidders. The bids, found lacking in strict compliance to the financial bid format will be rejected straightaway. L1 bidder will be decided on the basis of lowest amount quoted for item 8 Table in Schedule -5 (financial bid). However individual price is to be given for calculating the amount for billing purposes.

b) L 1 bidder shall be the one quoting lowest amount given in schedule-5 (Financial Bid). In case more than one bidder quoted the same value for item 8, then the bidder having the maximum total turnover for three years will be reckoned as L 1.

The payment towards the service will be made by the Bureau directly to the Contractor on receipt of the documents in good condition. **The rate quoted by the bidder shall be exclusive of all taxes.**

If a firm quotes NIL charges or consideration, the bid shall be treated as unresponsive and will not be considered.

Bill for services supplied under this contract shall be prepared in duplicate by the contractor immediately after the documents have been supplied tested and accepted by the Bureau. The payment of bills and other claims arising out of the contract will be made by Account payee Cheque drawn in the name of the contractor or credited directly in Bank account of the contractor.

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

The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the contractor under any claim, which the Bureau may have under this or any contract or agreement.

9. Termination by the Bureau

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

10. Contractor's right to terminate

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

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

11. Force Majeure Clause:

11.1 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 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 contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau elect to retain.

12 Indemnity

12.1 The contractor 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 Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charge 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 contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

12.4 The BUREAU shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, 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 contractor.

13. Confidentiality

13.1 The Contractor 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

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

15. Disputes & Arbitration

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

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

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 or speed post or through email to the last known place or abode or business of the Contractor or provided email ID, it shall be deemed 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

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

18. Law:

18.1 The contract shall be governed and interpreted under Indian Laws.

19. Legal jurisdiction

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

20. Stamp duty:

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

SCHEDULE 3- OTHER TECHNICAL REQUIREMENTS/CONDITIONS

1. Ownership/Copyright:

Copyright: - The content (drawings, documents, IS, publications, images, text etc) related to this tender or work is the copyright of Bureau of Indian standards. Standards , priced publications shall not be sold , licensed, transferred ,copied or reproduced in whole or in part in any manner or in or any media to any person outside the scope of contract . For issues relating to copyright, a prior written consent of The Bureau of Indian standards shall be taken.

The contractor shall surrender to the BUREAU all property belonging to the BUREAU upon completion, termination, or cancellation of this Agreement. All reference to the contractor under this section shall include any of its employees, agents or subcontractors. The BUREAU may withhold any payment due to the contractor till the contractor returns all the hard copy and softcopy of IS [Indian Standard] and PP [priced publication] and also till the contractor removes soft copy of the IS and PP from all storage media of the contractor.

2. GENERAL INSTRUCTIONS

- a) The issue of documents shall be preferably once in a week through electronic transfer. The nodal point for transfer of documents to Contractor and receipt of the converted documents shall be through Publication department.
- b) Work order will be issued for each order and receipt will be based on the work load.
- c) On receipt of the work order the contractor shall give the acknowledgement and submit the converted documents as per the time schedule.
- d) The Publication department, on verification of documents received from the Contractor shall issue the payment advice in accordance with the provisions given in contract.
- e) The monitoring of the pending work shall be done by the Publication department.
- f) The contractor shall properly catalogue, index and submit the converted documents in the CD and obtain an acknowledgement.
- g) Most of the publications are in English and some are in bi-lingual (both Hindi and English) and some are only in Hindi. In all the case documents are to be converted to the respective language in the format specified.
- h) The resources requirement, hardware and software shall be sole responsibility of the contractor.
- i) The colour of track change mode shall be in red colour.

SCHEDULE 4

(DETAILS OF TENDER DOCUMENT)

Availability of Tender Document

The tender document will be available and can be downloaded from our website **www.bis.gov.in** (for reference only), Central Public Procurement (CPP) Portal of Government of India (<https://eprocure.gov.in/eprocure/app>)

Date and Place, Manner of Submission of bids

Bids shall be submitted at the Publication Department, The Bureau Headquarters, New Delhi on or before 16 August 2021 15 00 h.

Approximate Annual Value of contract

The approximate annual value of the contract is Rs.25,00,000/-.

Amount of Earnest Money Deposit

Nil. The Bid Security Declaration as per 5.1 of Schedule 1 is to be submitted.

Amount of Performance Security Deposit

The amount of Performance Security Deposit is 3% of the annual value of contract i.e. amount quoted by successful bidder for approx. quantum of work (Pages per annum) and GST thereon.

Validity of bids

The validity of bids will be held for 180 days from the date of opening of technical bids.

Date and Place of opening of bids

The bids shall be opened on 27 July 2021 11 00 h at the Publication Dept., The BUREAU HQ (address given above)

Authorized officer of the Bureau

The authorized officer of the Bureau for the purposes of this tender is **Scientist F & Head (Publication & Sales), BUREAU.**

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

Scientist F & Head (Publication & Sales)
Bureau of Indian Standards,
Manak Bhavan, 9 Bahadur Shah Zafar Marg,
New Delhi 110 002

Sir,

With reference to your tender enquiry dated for Editing, Composing and Desktop publishing of Indian Standards at the BUREAU, I/We quote the rates as given below:

Sl.No.	Details	Charges per page in Rs. (excluding taxes)
1.	Final Edited version [In MS office Word 2007 or Higher format, that has been edited proof corrected as per IS 12] in soft copy	
2.	Final edited MS office word page to PDF formatted page as per IS 12 guidelines	
3.	Searchable PDF version that is printable and non editable version [In MS office Word 2007 or Higher format, that has been edited proof corrected as per IS 12] suitable for uploading on the BUREAU E-portal in soft copy.	
4.	Final edited amendment in edited version of manuscript in soft copy	
5.	Amendment incorporated version of manuscripts in track change mode. Changes to be quoted for pages where changes effected.	
6.	XML parsed valid Document as per ISO STD dated ver 1.1 with 99.9% content adequacy	
7.	Redline PDF in comparison with previous edition	
8.	TOTAL OF ITEM 1 TO 7 ABOVE	

- L1 to be decided, based on the sum total (i.e. Sl. No. 8) of the above work. However, The BUREAU reserves the right to hold negotiations with the overall L1 for the items of work for which his rates are not the lowest.

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

Signature: _____

Date: _____

Name: _____

Address _____

SCHEDULE – 6 : AGREEMENT

THIS AGREEMENT made on this day of _____ between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, Manak Bhavan, 9 Bahadurshah Zafar Marg, New Delhi 110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is (Details of business) AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to empanel an agency located in India for Composition and Desktop publishing of Indian Standards therefore, invited bids through Open Tender enquiry dated _____

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

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:
"Schedule-2 (Conditions of Contract) of Tender document.

(Signature of Contractor/
Authorized Representative)

(Signature of Authorized Officer of the
Bureau)

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

Seal of the Firm/Company Seal of the Bureau

Witness:

Witness:

(Signature)

(Signature)

Name of Witness _____

Name of Witness _____

Address-----

Address _____

SCHEDULE -7: ANNEXURES

DESCRIPTION	ANNEXURES/FORMS/FORMATS
LETTER OF TRANSMITTAL	ANNEXURE 1
APPLICATION FORM FOR EDITING, COMPOSING AND DESKTOP PUBLISHING OF INDIAN STANDARDS OF BUREAU	ANNEXURE 2
DETAILS OF ORGANIZATIONAL INFRASTRUCTURE IN TERMS OF MANPOWER/OFFICE/EQUIPMENT INFRASTRUCTURE	ANNEXURE 3
DETAILS OF WORK EXPERIENCE IN SIMILAR WORKS	ANNEXURE 4
DECLARATION	ANNEXURE 5
CHECK LIST OF DOCUMENTS TO BE ATTACHED	ANNEXURE 6
TENDER ACCEPTANCE LETTER	ANNEXURE 7
INSTRUCTIONS FOR ONLINE BID SUBMISSION	ANNEXURE 8
GIST OF THE PROVISIONS OF GFR 144 (XI)	ANNEXURE 9
INTEGRITY PACT	ANNEXURE 10

Annexure-1

Letter of Transmittal/ Covering Letter (On firm's letter Director)

Scientist F & Head (Publication & Sales)

Bureau of Indian Standards

Manak Bhavan, 9 Bahadur Shah Zafar Marg

New Delhi – 110 002

Sub: Tender for Editing, Composing and Desktop publishing of Indian Standards of the BUREAU.

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 the BUREAU 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 the BUREAU with regard to our selection shall be final and binding on us.
5. The information or documents or Experience certificates submitted by us along with this application. For to the BUREAU are genuine and true and nothing has been concealed.
6. We shall have no objection in case the BUREAU verifies the information or documents or Experience Certificate from issuing authorities. We shall also have no objection in providing the original copy of the document(s), in case the BUREAU demands so for verification. The validity of this tender is confirmed 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, the BUREAU at its discretion may disqualify or reject my application out.

Place : NAME & DESIGNATION

Date : SEAL OF THE DEPARTMENT

Annexure-2

APPLICATION FORM FOR EDITING, COMPOSING AND DESKTOP PUBLISHING OF INDIAN STANDARDS OF BUREAU.

1. General

Sl.No.	Item	
1	Name of the Applicant Firm	
1 a)	Address (Head Office) : Telephone No. : Office : Mobile : Fax E-mail	
1 b)	Address (Other offices) Telephone No. : Office : Mobile : Fax : E-mail :	
1 c)	Authorized Contact person (Name): Designation Tel Mobile E-mail	
2	Place and Year of Establishment	
3	Registration with Tax authorities	

	<p>Income Tax PAN No.</p> <p>TAN No.</p> <p>GSTIN. :</p> <p>(copies of certificates of registration with relevant authorities to be enclosed)</p>	
4	<p>Names of the Bankers with address & telephone number</p> <p>i)</p> <p>ii)</p>	
5	Availability of organizational infrastructure in terms of qualified and experienced manpower (permanent employees) or office or equipment infrastructure	Pl furnish info in Annexure 3
6	Details of experience in work of similar nature in last 3 years (upto 31 Mar 2021)	Pl furnish info in Annexure 3

2. Turnover in last 3 financial years ending 31 March 2021 (annually)

Sl.No.	Year	Turnover (Rs.)
1	2018-19	
2	2019-20	
3	2020-21	

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

Declaration as per Annexure 5 attached/Not attached

Place:

SIGNATURE

Date:

NAME & DESIGNATION

SEAL OF ORGANIZATION

Enclosures: (Pl see Checklist in Annexure-6)

Annexure-3

Details of Organizational Infrastructure in terms of manpower/office/equipment infrastructure

Sl. No	Item (1)	Details of the equipment/ software (2)	Quantity (3)	Qualification (4)	Experience in Months (5)
1	Total number of Permanent Employees (Column 2, 4 & 5 not applicable)				
2	Equipment (Column 4 & 5 not applicable)				
3	Total No. of Editors/Proof readers (Column 2 not applicable)				
4	Total No. of Compositors (Column 2 not applicable)				

Annexure-4

Details of work experience in similar works

(Last 3 years up to 31 March 2021)

[illegible]

Note: Copies of certificate obtained from the client to be enclosed. Please note without the copies of certificates, your application is liable to be rejected.

Annexure-5

D E C L A R A T I O N

I or We have read and fully understood the tender document and I or 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 or us can be treated as invalid and I or We will be solely responsible for the consequences.

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

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

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

I or 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. Also there are no contractual restrictions or legal disqualifications or other obligations which prohibit the applicant from entering into this tender process.

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

Place : SIGNATURE

Date : NAME & DESIGNATION

SEAL OF ORGANISATION

Annexure-6

Check List of Documents to be attached

- | | |
|---|--------------------------|
| Letter of transmittal as per Annexure 1 | <input type="checkbox"/> |
| Application form as per Annexure 2 | <input type="checkbox"/> |
| Copy of tender document with each page duly signed as token of acceptance of all terms and conditions at requirements of the tender. | <input type="checkbox"/> |
| Copies of PAN or TAN, GST registration certificates | <input type="checkbox"/> |
| Details of organizational infrastructure as per Annexure 3 along with copies of qualification and experience certificates of personnel | <input type="checkbox"/> |
| Proof of details of work of similar value carried out during the last 3 years upto 31 March 2021 as per para 2 iii) of Schedule 1, is to be attached | <input type="checkbox"/> |
| Proof of having achieved average financial turnover of Rs. 15 Lakhs (annually) in the previous 3 financial years ending 31 Mar 2021 (Chartered Accountants Certificate, copies of income-tax returns / assessment orders for each year to be enclosed). | <input type="checkbox"/> |
| Declaration as in Annexure-5 | <input type="checkbox"/> |
| Financial Bid as per the format in Schedule 4 | <input type="checkbox"/> |

Additional documents, if any (pl specify)

ANNEXURE 7

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

3. The corrigendum(s) issued from time to time by your department or organization too have also been taken into consideration, while submitting this acceptance letter.

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

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

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

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. Registration

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

2. Searching For Tender Documents

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location,

Date, Other keywords etc. to search for a tender published on the CPP Portal.

- Once the bidders have selected the tenders they are interested in, they may download the required documents or tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS or e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification or help from the Helpdesk.

3. Preparation of Bids

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document or schedule and generally, they can be in PDF or XLS or RAR or DWF or JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. Submission of Bids

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to submit the Bid Security Declaration as given at 5.1 of Schedule 1. Bidder should the declaration as given thereat. Where ever EMD appears in the BID document, details of BID Security Declaration shall be filled.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed

with the bid no. and the date & time of submission of the bid with all other relevant details.

- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Assistance To Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos.

ANNEXURE 9

Gist of the Provisions of GFR 144 (xi)

Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.

- 1) Any bidder from a country which shares a land border with India (may be seen from the link <https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (may be seen from the link <http://meadashboard.gov.in/indicators/92>) – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the prescribed format.
- 2) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from such Restricted Countries" for the purpose of this clause means: -
 - (a) An entity incorporated, established, or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4) The beneficial owner for the purpose of (3) above shall be as under:
- 5) (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - (b) Explanation-
 - (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

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

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person

ANNEXURE 10

Integrity Pact

The contractor hereby agrees not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to the Bureau.

Section 1 Commitments of the contractor

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

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

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

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

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

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

Section 2 Disqualification from bid process and exclusion from future contracts

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

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Section 3 Compensation for Damages

1. If the Bureau has disqualified the supplier(s) from the bid process prior to the award according to Section 2, the Bureau is entitled to demand and recover the damages equivalent to Earnest Money Deposit or invoke the bid security declaration.
2. If the Bureau has terminated the contract according to Section 2, or if the Bureau is entitled to terminate the contract according to Section 2, the Bureau shall be entitled to demand and recover from the supplier damages of the amount equivalent to Performance Security.

Section 4 Previous Transgression

1. The contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.
2. If the contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the related provisions of the bid document.

**Signature and Seal of the Authorised Signatory
for BIDDER or SUPPLIER**