



भारतीय मानक ब्यूरो  
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

बीआईएस @75 की स्मृति करने के लिए थीम गीत/कीर्तिगान रचना हेतु एक मल्टीमीडिया एजेंसी/प्रोडक्शन हाउस की नियुक्ति के प्रस्ताव के लिए अनुरोध

जारीकर्ता :

जन संपर्क विभाग

भारतीय मानक ब्यूरो

9, बहादुर शाह जफर मार्ग,

नई दिल्ली-110002

फोन:+91-11- 23234048

ई-मेल आईडी : [pr@bis.gov.in](mailto:pr@bis.gov.in)

निविदा संदर्भ : एचक्यू -पीआईडी01/12/2022-पीआरडी-बीआई

**डेटा शीट**

1.	क्रेता का नाम और पता	भारतीय मानक ब्यूरो मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002
2.	निविदा का नाम	बीआईएस के लिए थीम गीत/कीर्तिगान रचना के लिए मल्टीमीडिया एजेंसी/प्रोडक्शन हाउस विनियोजन के लिए ऑनलाइन आवेदन आमंत्रित हैं
3.	निविदा संख्या और दिनांक	एचक्यू -पीआईडी01/12/2022-पीआरडी-बीआईएस
4.	चयन की पद्धति	गुणता और लागत के लिए क्रमशः 70:30 वेटेज सहित गुणता सह लागत आधारित चयन (क्यूसीबीएस)।
5.	बोली की वैधता तिथि	वित्तीय बोली खुलने से 90 (नब्बे) दिनों तक बोलियाँ वैध रहेगीं।
6.	निविदा दस्तावेजों की उपलब्धता	बीआईएस वेबसाइट <a href="http://www.bis.gov.in">www.bis.gov.in</a> के साथ-साथ केंद्रीय सार्वजनिक खरीद पोर्टल <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> से डाउनलोड किए जा सकते हैं।  बोलीदाता केवल केंद्रीय सार्वजनिक खरीद पोर्टल के माध्यम से बोली प्रस्तुत करेगा। कोई भी भौतिक बोली स्वीकार नहीं की जाएगी। बोली में निम्नलिखित शामिल होना चाहिए: <ul style="list-style-type: none"> <li>• पूर्व योग्यता प्रस्ताव</li> <li>• तकनीकी प्रस्ताव</li> <li>• वित्तीय प्रस्ताव</li> </ul>
7.	बोली दस्तावेज डाउनलोड करने की प्रारंभ तिथि और समय	दिनांक 18-11-2022 समय 1900 बजे।
8.	बोली-पूर्व जानकारी लेने की अंतिम तिथि	सभी जानकारी लेने संबंधी प्रश्न निर्धारित तिथि और समय पर या उससे पहले, सीपीपी पोर्टल के माध्यम से या ईमेल <a href="mailto:pr@bis.gov.in">pr@bis.gov.in</a> पर "बीआईएस के लिए थीम गीत/कीर्तिगान रचना हेतु मल्टीमीडिया एजेंसी/प्रोडक्शन हाउस की नियुक्ति हेतु ई-निविदा" विषय के साथ भेजे जाए।  स्पष्टीकरण हेतु अनुरोध दिनांक 25-11-2022 के 1600 बजे तक या उससे पहले किया जाना चाहिए।

		बोलीदाता स्पष्टीकरण का अनुरोध करते समय पूर्व-बोली जानकारी लेने संबंधी प्रश्नों की सॉफ्ट कॉपी एमएस वर्ड या पीडीएफ फाइल में भेजे जाए।
9.	पूर्व बोली बैठक का समय, तिथि और स्थान	पूर्व बोली बैठक की तिथि और समय -सीपीपी पोर्टल के माध्यम से बैठक का समय सूचित किया जाएगा।
10.	बोली जमा करने की तिथि और समय	दिनांक 18-11-2022 समय 1900 बजे से
11.	बोलियां जमा करने की अंतिम तिथि	प्रस्ताव प्रस्तुत करने की अंतिम तिथि दिनांक <b>08-12-2022</b> समय <b>1200</b> बजे तक है। प्रस्ताव केवल सीपीपी पोर्टल के माध्यम से प्रस्तुत किया जाएगा।
12.	तकनीकी बोली खोलने की तिथि	सीपीपी पोर्टल के माध्यम से सूचित किया जाएगा।
13.	तकनीकी रूप से योग्य बोलीदाताओं द्वारा प्रस्तुतीकरण	सीपीपी पोर्टल के माध्यम से सूचित किया जाएगा।
14.	बोली प्रस्तुत करने की भाषा	प्रस्ताव केवल अंग्रेजी या हिंदी भाषा में प्रस्तुत किया जाना चाहिए।
15.	मुद्रा	बोली केवल INR में उद्धृत की जा सकती है।
16.	किसी भी स्पष्टीकरण के लिए संपर्क व्यक्ति का नाम	निदेशक (विपणन एवं उपभोक्ता मामलें) जनसंपर्क विभाग भारतीय मानक ब्यूरो <b>9, बहादुर शाह जफर मार्ग</b> <b>नई दिल्ली - 110 002</b> <b>फोन: +91-11- 23234048</b> <b>ई-मेल आईडी: pr@bis.gov.in</b>



**Bureau of Indian Standards  
Ministry of Consumer Affairs  
Food and Public Distribution**

**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF A MULTIMEDIA  
AGENCY/PRODUCTION HOUSE FOR PRODUCTION OF THEME  
SONG/ANTHEM TO COMMEMORATE BIS @75**

**Issued by:**

**Public Relations Department  
Bureau of Indian  
Standards  
9, Bahadur Shah Zafar Marg  
New Delhi - 110 002  
Phone: +91-11- 23234048  
E-mail id: [pr@bis.gov.in](mailto:pr@bis.gov.in)**

**Tender Ref : HQ –PRD01/12/2022-PRD-BIS**

**DATA SHEET**

1.	Name and Address of the Purchaser	Bureau of Indian Standards Manak Bhawan 9, Bahadur Shah Zafar Marg, New Delhi- 110002
2.	Tender Name	Online applications are invited for engagement of multimedia agency/production house for production of Theme Song/Anthem for BIS
3.	Tender No. and Date	HQ -PRD01/12/2022-PRD-BIS
4.	Method of Selection	Quality cum Cost Based Selection (QCBS) with 70:30 weightage for quality and cost respectively.
5.	Date till which the bid should be valid	The bids shall be valid for 90 (ninety) days from the opening of financial bid.
6.	Availability of Tender Document	<p>Can be downloaded from the BIS's Website <a href="http://www.bis.gov.in">www.bis.gov.in</a> as well as Central Public Procurement Portal at <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a></p> <p><b>Bidder shall submit the bid through Central Public Procurement Portal only.</b> No physical bid will be accepted. The bid must include the following:</p> <ul style="list-style-type: none"> <li>• Pre-Qualification proposal</li> <li>• Technical proposal</li> <li>• Financial proposal</li> </ul>
7.	Bid Document Download Start Date & Time	Date 18-11-2022 Time 1900 hrs.
8.	Last date for Submission of Pre- Bid Queries	<p>All the queries should be received on or before the prescribed date &amp; time, through CPP Portal or email at <a href="mailto:pr@bis.gov.in">pr@bis.gov.in</a> with subject line as follows: "E-tender for Appointment of Multimedia Agency/Production House for Production of Theme Song/Anthem for BIS".</p> <p>Clarification must be requested on or before Date 25-11-2022 Time 1600 hrs</p> <p>Bidder shall share the MS Word or PDF file in soft copy of pre-bid queries at the time of requesting clarifications.</p>
9.	Pre-Bid Meeting Time, Date & Venue	Date & Time of pre bid meeting - Meeting Schedule will be intimated through CPP Portal.
10.	Bid Submission Start Date & Time	Date 18-11-2022 Time 1900 hrs

11.	Last date of submission of bids	The last date for submission of Proposal is Date 08-12-2022 Time 1200 hrs <b>The proposal shall be submitted only through CPP Portal.</b>
12.	Date of opening technical bids	Will be informed through CPP Portal
13.	Presentation by technically qualified bidders	Will be informed through CPP Portal
14.	Language of Bid Submission	Proposal should be submitted in English or Hindi language only.
15.	Currency	Bid may be quoted in INR only.
16.	Name of the Contact Person for any clarification	<b>Director (Mktg &amp; CA)</b> Public Relations Department Bureau of Indian Standards 9, Bahadur Shah Zafar Marg New Delhi - 110 002 Phone: +91-11- 23234048 E-mail ID: <a href="mailto:pr@bis.gov.in">pr@bis.gov.in</a>

## BUREAU OF INDIAN STANDARDS INVITES REQUEST FOR PROPOSAL (RFP)

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**The Bureau of Indian Standards (BIS)**, the National Standards Body was established under the BIS Act 2016. The BIS is responsible for the harmonious development of the activities of standardization, conformity assessment, quality assurance of goods, articles, processes, systems and services and for matters connected therewith or incidental thereto.

### Functions

BIS through its core activities of standardization and conformity assessment, has been benefiting the national economy by providing safe, reliable and quality goods; minimizing health hazards to consumers; protecting the environment, promoting exports and imports substitute; controlling over proliferation of varieties etc. The standards and certification scheme of BIS apart from benefitting the consumers and industry also support various public policies especially in areas of product safety, consumer protection, food safety, environment protection, building and construction etc.

### Objective of RFP

Bureau of Indian Standards is celebrating its 75<sup>th</sup> year of serving the nation. To commemorate this momentous occasion, a series of promotional and outreach activities are planned to raise awareness and buzz about BIS, the role it plays in ensuring quality standards in all important sphere of activities and the national/global quality ecosystem.

**BIS through this RFP intends to engage an multimedia agency/production house to develop a Theme Song/Anthem for BIS. The work will involve end to end work of production such as conceptualization, lyrics writing, music composition, music direction, singing, production, mixing and mastering.**

Interested Bidders are requested to submit their responses to the “RFP” at the address mentioned below on Central Public Procurement Portal (CPMP: <http://eprocure.gov.in>)

**The brief details of RFP are given below:**

1)	Eligibility Criteria	Page No.19
2)	Validity of the Contract	90 Days
3)	Availability of the RFP document	(a) CPP Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (b) Official Website of the BIS <a href="http://www.bis.gov.in">www.bis.gov.in</a> (for reference only)
4)	Mode of submission	Through CPP Portal ONLY

5)	Bid system and Envelope	Two bid system. The bid must include the following: <ul style="list-style-type: none"> <li>• Pre-Qualification proposal</li> <li>• Technical proposal</li> <li>• Financial proposal</li> </ul>
6)	EMD	<p>The proposal must be accompanied by Earnest Money Deposit of Rs 90,000/- (Rupees Ninety Thousand Only) in the form of Banker's Cheque/Demand Draft/RTGS/NEFT as per details given in RFP.</p> <p>Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Bidder have to submit the valid documents of MSE registration.</p> <p>Start up as registered under MSE's/ Department for Promotion of Industry and Internal Trade (DPIIT) or any other appropriate authority are exempted from EMD. A valid certificate for the same is required to be uploaded during Bid Submission.</p>
7)	BIS Account Details for EMD Transfer	<p>Account Holder's Name: Bureau of Indian Standards</p> <p>Name of Beneficiary's Bank : Canara Bank</p> <p>Address : Bureau of Indian Standards, Manak Bhavan, Bahadur Shah Zafar Marg, Pin code - 110001</p> <p>Beneficiary Bank's IFSC Code : CNRB0019084</p> <p>Account No. of Beneficiary : 90841010000018</p> <p>Beneficiary Bank's NEFT Code : CNRB0019084</p> <p>PAN No : AAATB0431G</p> <p>TAN No : DELB01427G</p> <p>GST No : 07AAATB0431G1ZD</p> <p>Service Tax Registration No : AAATB0431GST018</p>



8)	Performance Security	3% of the total contract value
9)	Validity of bids	90 days from the date of submission of the bids
10)	Cost of the RFP	Nil
11)	Estimated Value	Rs 45 Lakhs

**All clarifications/ corrigenda will be published on CPP Portal as well as the official BIS Website. The official website for accessing the information related to this RFP is [www.bis.gov.in](http://www.bis.gov.in) along with Central Public Procurement Portal (<http://eprocure.gov.in>).**

## **GENERAL CONDITIONS**

1. This RFP document is neither an agreement nor an offer by **The Bureau of Indian Standards (BIS)**, (hereinafter referred to as “The BIS”) to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. BIS will not have any liability to any prospective bidder/ firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of The BIS or their employees, any agency or otherwise arising in any way from the selection process for the assignment. The BIS will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements in this RFP.

## **SECTION 1: INSTRUCTIONS TO BIDDER**

### **1.1 Introduction**

- 1.1.1 The Organisation (hereinafter called “The BIS”) named in the data sheet will select an Agency (hereinafter called “Agency”) in accordance with the method of selection specified in the data sheet and the selection shall be on the basis of an evaluation through the selection process specified in this RFP (the Selection Process). Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that The BIS’s decisions are final without any right of appeal whatsoever.
- 1.1.2 The Bidder are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as “the Proposal”), as specified in the data sheet, for the services required for the Assignment. The Bidder shall submit the Proposal in the form and manner specified in this RFP, in relevant sections herewith.
- 1.1.3 The Proposal will form the basis for award of work order to the selected bidder (hereinafter called “Agency”). The agency shall carry out the assignment in

accordance with the Terms of Reference of this RFP (the TOR).

- 1.1.4 The bidder shall submit the scanned copies of his proposal in three covers containing Pre- Qualification Proposal, Technical Proposal and Financial Proposal respectively, on the e- procurement portal. The submissions for Pre- Qualification shall be evaluated first as specified in this RFP. Subsequently the technical evaluation as specified in this RFP will be carried out only for those Bidder who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Bidder shall be prepared in the order of their merit.
- 1.1.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the last date of the submission of the bid, would not be eligible to submit a Proposal.
- 1.1.6 A bidder should have, during the last 1 (one) year, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate within India
- 1.1.7 In past if ever worked for the The BIS, the bidder must never have been penalised in terms of forfeiture of Bank Guarantee or any penalty imposed.
- 1.1.8 No bidder shall submit more than one Application.

## **1.2 Clarification and Amendment of RFP documents**

- 1.2.1 Bidder may seek clarification on this RFP document, on or before the pre-bid meeting. Any request for clarification must be sent by standard electronic means (PDF and word file) The BIS's e-mail: [pr@bis.gov.in](mailto:pr@bis.gov.in).
- 1.2.2 At any time before the submission of Proposals, The BIS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on BIS's Official Website as well as CPP Portal. In order to accord the Bidder a reasonable time for taking an amendment into account, or for any other reason, BIS may at its discretion extend the Bid Submission Date.

## **1.3 Pre-Bid Meeting**

- 1.3.1 Pre-Bid Meeting of the Bidders will be convened off-line/virtually at the date, time and place given in the data sheet. Bidder willing to attend the pre-bid should inform The BIS beforehand in writing and email. A maximum of two representatives of each Bidder will be allowed to participate on production of an authorization letter from the Bidder [Form3C].
- 1.3.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of BIS. BIS will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and

competitive selection process.

#### **1.4 Preparation of proposal**

- 1.4.1 Bidder are requested to submit their Proposal in English or Hindi language and strictly in the formats provided in this RFP. BIS will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 1.4.2 In preparing their Proposal, bidders are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 1.4.3 If any information related to financial proposal is included in the technical proposal the bidder shall be disqualified and his proposal will not be considered.
- 1.4.4 The Proposal must be digitally signed by the Authorized Representative.
- 1.4.5 Bidder should note the Bid Submission Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by The BIS, and the evaluation will be carried out only on the basis of Documents received by the closing time of bid submission date as specified in Data Sheet. Bidder will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, The BIS reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 1.4.6 Financial proposal: While preparing the Financial Proposal, Bidders are expected to take into account the various requirements and conditions stipulated in this RFP document.

The Financial Proposal should be a lump sum Proposal inclusive of all the costs but excluding all the taxes associated with the Assignment. While submitting the Financial Proposal, the Bidder shall ensure the following:

1. All the domestic travel (within India) and stay costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, all kinds of equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  2. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
  3. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 1.4.7 Bidder shall express the price of their services in Indian Rupees only.
  - 1.4.8 The bid shall be valid for 90 (ninety) days from the date of opening of financial

bid.

#### **1.4.9 Non-conformities between Figures and word:**

- If, in the price structure quoted for the required services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- In case of discrepancy between the prices quoted in words and in figures, the amount in lower denomination shall prevail.

### **1.5 Earnest Money Deposit**

- 1.5.1 An Earnest Money Deposit in the form of Banker's Cheque/Demand Draft/RTGS/NEFT from any Commercial Bank for the sum of Rs 90,000 (Rupees Ninety Thousand Only)- shall be required to be submitted by each Bidder. The EMD should remain valid for a period of 90 days from the last date of submission of bids.
- 1.5.2 Scanned copy of EMD submission details(physical/online) to be uploaded online at the time of Tender document submission. In case submitted in physical form, the EMD shall be placed in a sealed envelope and marked as "EMD-Tender for appointment of Creative Agency/ Production House for Production of Theme Song/Anthem for BIS". This envelope shall be delivered to BIS in physical form on or before the last date for bid submission. It shall be delivered to Director, Marketing and Consumer Affairs, Public Relations Department, Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg New Delhi -110002.
- 1.5.3 The EMD of the unsuccessful bidders would be returned after award of contract. EMD of the successful bidder shall be returned only after receiving the prescribed performance security deposit.
- 1.5.4 MSE's/ Start up as registered Department for Promotion of Industry and Internal Trade (DPIIT) or any other appropriate authority are exempted from EMD. A valid certificate for the same is required to be uploaded during Bid Submission.
- 1.5.5 Bids received without the specified EMD will be summarily rejected.
- 1.5.6 BIS will not be liable to pay any interest on Earnest Money Deposit of pre-Qualified but unsuccessful Bidder shall be returned, without any interest, within one month after grant of the work order to the Selected Bidder or when the selection process is cancelled by BIS. The Selected Bidder's Earnest Money shall be returned, without any interest upon the Bidder accepting the work order and furnishing the Performance Security in accordance with provision of the RFP and work order.
- 1.5.7 BIS will be entitled to forfeit and appropriate the Earnest Money Deposit loss and damage payable to BIS in regard to the RFP without prejudice to BIS's any other right or remedy under the following conditions:
  - i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP;
  - ii) If any Bidder withdraws its Proposal after closing date during the period of its

- validity as specified in this RFP and as extended from time to time,
- iii) In the case of the Selected Bidder, if the Selected Bidder fails to accept the work order or provide the Performance Security within the specified time limit, or if the Bidder commits any breach of terms of this RFP or is found to have made a false representation to BIS.
  - iv) If EMD is invoked for any reason, the concerned bidder will be debarred from participation in the RFPs or tenders floated by BIS in the future for 2 consecutive years (financial year ending 31<sup>st</sup> March 2025) and the fact shall be displayed on the BIS's website and intimated on CPP Portal

## **1.6 Performance Security:**

- 1.6.1 Performance Security equivalent to 3% (three percent) of the total cost of Financial Proposal shall be furnished from any of the Commercial Bank, before start of work on assignment, in form of a Demand Draft/ FDR/ Bank Guarantee. The format of bank guarantee is specified in the Form 3J of the RFP. For the successful bidder the Performance Security will be retained by BIS until the completion of the assignment by the Bidder and be released 60 (Sixty) Days after the completion of the assignment.
- 1.6.2 The Performance Security shall be obtained from any commercial bank, in compliance with Applicable Laws (including, in case the bidder is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- 1.6.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If BIS shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the existing Performance Security, BIS shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency its obligations under this RFP.
- 1.6.4 The BIS shall have the right to claim forfeiture of the Performance Security in the following cases :
  - a) The agency becomes liable to pay penalty;
  - b) Any material breach of the terms hereof; or
  - c) If the performance of the contractor is not up to the satisfaction of the BIS
  - d) Without prejudice to paragraph above, the Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this RFP.

## **1.7 Submission, receipt and opening of proposals**

- 1.7.1 The Bidder shall submit his proposal in three covers containing Pre-Qualification proposal, Technical Proposal and Financial Proposal respectively, on the e-procurement portal.
- 1.7.2 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [*form name*,

*bidder name*]. Bidder name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected. For example, see (Pre- Qualification Proposal, Company Name)

- 1.7.3 The Authorized Representative of the Bidder should authenticate Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal as given in Form 3C.
- 1.7.4 No proposal shall be accepted after the closing time for submission of Proposals.
- 1.7.5 After the deadline for submission of proposals, the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidder meet the prescribed Minimum Qualification Criteria. The RFP details containing the Technical and Financial Proposals shall remain closed.
- 1.7.6 After the Proposal submission until the grant of the work order, if any Bidder wishes to contact BIS on any matter related to its proposal, it should do so through CPP Portal or through email at pr@bis.gov.in. Any effort by the bidder to influence BIS during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the bidder's proposal.

## 1.8 Proposal Evaluation

- 1.8.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Eligibility Criteria (Point No. 5 of this tender document).
- 1.8.2 Prior to evaluation of Proposals, BIS will determine whether each Proposal is meeting the requirements of the RFP at each evaluation stage as indicated below. BIS may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered acceptable only if it qualifies in each stage.
- 1.8.3 As part of the evaluation, the Pre-Qualification Proposals submitted [**in Form 3A**] should fulfil the Minimum Qualification Criteria. In case a Bidder does not fulfil the Technical Proposal [**in Form 3D**] of such a Bidder will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal and Financial Proposal will not be opened after completion of evaluation of Pre-Qualification.
- 1.8.4 Subsequently the Technical Proposal submission, for Bidder who meet the Minimum Qualification Criteria (Shortlisted Bidder), shall be checked in accordance with the requirements of the RFP and only those Technical Proposals which are found satisfactory would be further evaluated in accordance with the criteria set out in this RFP document.
- 1.8.5 Financial proposal of only those bidders who are technically qualified shall be opened on the date & time specified in the data sheet in the presence of the bidders' representatives who choose to attend along with a written power of attorney as given in Form 3C.
- 1.8.6 BIS reserves the right to reject any Proposal which is non-responsive and

no request for alteration, modification, substitution or withdrawal will be entertained by BIS in respect of such Proposals. However, BIS reserves the right to seek clarifications or additional information from the bidder during the evaluation process. BIS will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

## 1.9 Selection Procedure

### 1.9.1 Marking methodology to include normalization of technical and financial score:

#### Technical Score: (St)

Only those Bidders who have secured Technical Score of 70 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 70 for Technical Score shall be disqualified.

Proposal with the highest technical marks (as allotted by the Tender Evaluation Committee (TEC) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.

$$St = 100 \times T/Tm;$$

where St is the technical score, Tm is the score awarded of highest technical Proposal, and T is the Technical score of the bidder under consideration

#### Financial Score (Sf)

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The evaluation shall exclude taxes imposed under the Applicable Laws. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

where Sf is the financial score, Fm is the lowest Financial Proposal, and F Bidder is the Financial Proposal (in INR) under consideration.

#### Final Marking:

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. Proposals will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

- 1.9.2 BIS reserves the right to change the indicative quantities as per its requirements and the payment shall be released only on the basis of the actual quantities utilized by BIS.

## **1.10 Award of Work Order**

The Client will award the Contract to the successful Agency whose proposal has been determined to be substantially responsive and has been determined as the most Responsive Proposal ("Best Value Agency") as per the process outlined above. ii) After completing of selection process the Client shall issue a Work Order to the selected Agency.

After selection, a Work Order will be issued, in duplicate, by BIS to the Successful Bidder and the Successful Bidder shall, within 3 (three) working days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Bidder is not received by the stipulated date.

## **1.11 Performance Review**

- 1.11.1 BIS shall constitute a Contract Management Committee (CMC) to monitor the progress of the assignment.

## **1.12 Confidentiality:**

- 1.12.1 Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the Bidder who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified. The undue use by any bidder of confidential information related to the process may result in the rejection of its proposal

## **1.13 Miscellaneous:**

- 1.13.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts situated at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to or in connection with the Selection Process.
- 1.13.2 BIS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- a) suspend or cancel the Selection Process or amend or supplement the Selection Process or modify the dates or other terms and conditions



- relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information or evidence submitted to BIS by, on behalf of or in relation to any Bidder; or
  - d) Independently verify, disqualify, reject or accept any and all submissions or other information or evidence submitted by or on behalf of any Bidder.
- 1.13.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases BIS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights or performance of any obligations hereunder, pursuant hereto or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 1.13.4 All documents and other information provided by BIS or submitted by a Bidder to The BIS shall remain or become the property of BIS. The Bidder is to treat all information as strictly confidential. BIS will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to BIS in relation to the assignment shall be the property of BIS.
- 1.13.5 BIS reserves the right to make inquiries with any of the Bidder about their previous experience record.

## **SECTION 2: OBJECTIVE ,SCOPE OF SERVICES AND KEY DELIBERABLES**

### **2.1 Brief**

On the occasion of 75 years of BIS, BIS through an RFP, intends to engage an agency to develop a Theme Song/Anthem for BIS. The work will involve end to end work of production of Theme Song such as conceptualization, lyrics writing, music direction, singing, production, mixing and mastering.

**2.1.1 The theme song/anthem has to be inspirational, catchy with high recall value. For this ambitious project, AGENCY shall ONLY collaborate with the Top/renowned music composers/lyrics writers/artists from the Industry so as to produce a memorable and impactful Theme song. Agencies interested to bid for this activity should have the necessary capability and associations.**

**The agency should have previous collaborations/associations with renowned music composers/lyrics writers/singers/artists from the Industry who have won prestigious awards like National Film Awards, Filmfare Awards etc.**

### **2.2 Duration & Cuts**

- i) The Audio-Video theme/anthem song will be of approximately 1 to 1:30 minutes duration.
- ii) 2-3 smaller edits of the master version of 15/30/45 seconds with Voice Over/without Voice Over for release in TV and social media
- iii) 2-3 smaller edits of the master version of 15/30 seconds for broadcast on FM.

### **2.3 Tonality of the Music Anthem**

The Anthem should be larger than life, reflect the journey of BIS over the past 75 years, importance of standards, evoke quality consciousness among consumers etc. The Anthem should showcase BIS's mission, journey and success over the years. The Anthem should reflect the ethos, a sense of pride with which BIS was established. It should clearly demonstrate the way BIS has influenced the lives through standards and quality through its functioning in the last 75 years.

### **2.4 Requirements**

- i) The conceptualization, lyrics development, key message and story boarding of the Anthem to be developed in consultation with the BIS.
- ii) The Anthem should give a larger than life feel using top of the line celebrity singers/ lyricist/ music director (as per requirement) to make the theme inspirational/ with higher impact & recall value.
- iii) Theme song will be produced in Hindi language.
- iv) Videos to be shot across India to highlight BIS's geographical spread and scale of activities.

- v) 3-4 behind-the-scenes promotional videos.
- vi) The video will have high end digital quality for mass media distribution (electronic/social media)
- vii) The selected agency will not have any copyright whatsoever over the film, its audio& video inputs and animated characters, if any.
- viii) All copyrights/ intellectual property rights to remain with BIS
- ix) **The cost quoted by the agency for this job should include all end to end cost such as conceptualization, production, lyrics writing, sourcing of artists, sourcing of singer, management, supervision, post production, edits etc.**
- x) All requisite permission required for shoots, security clearance for locations etc shall be the responsibility of the Agency. Any assistance sought from BIS for any activity to be clearly mentioned. Any additional cost on account of this aspect shall be borne by the agency.
- xi) The selected agency to ensure that the production is done as far as possible as per the script and brief provided, however any changes/ deviations or creative liberty will be made only with the prior approval and consent from BIS. The selected agency may be required to do multiple iterations depending on feedback from BIS.
- xii) Info graphics or motion graphics or 2D animation to be used as felt suitable and appropriate.
- xiii) Format of Production: In 4K/8K
- xiv) Agency will be responsible for the post-production process of the theme song (editing, dubbing, special effects and graphic animations, subtitles, music, etc.).

## 2.5 Timeline for Execution

- i) The agency must execute all the works as mentioned in scope of work and the accepted technical proposals. **The agency shall submit the first cut of the Theme song within 10 days of issue of Work Order.**
- ii) The rough cut of every phase of the film should be provided to BIS for review and comments
- iii) **The agency shall submit the final cut of the duly approved Theme song within 4 days of first cut submission.**
- iv) **Only those agencies who can deliver the theme song within the stipulated timeline SHALL ONLY bid for the Tender.**

## 2.6 Logistics

- i) Agency shall make its own logistical arrangements for shoot, accommodation of artists, if any etc
- ii) The agency and the designated production crews are expected to visit various locations across India covering BIS Offices, sectors/areas like education, health, transportation, infrastructure, agriculture, manufacturing, hospitality, energy, environment, training, etc.
- iii) Agency shall provide detailed filming plan and timetable of all phases in

pre- production, production and post-production once script is approved.

## **2.7 Technical Details:**

- i) The Theme song should be shot in 4K/8K high end cameras with high definition output.
- ii) The agency shall use Gimbal, Dolly Track & Camera Mounts wherever necessary
- iii) The agency shall use Drone mounted cameras wherever necessary.
- iv) The Agency shall seek approvals from BIS at each stage of production

## **2.8 IPR**

**(i) All copyrights/ intellectual property rights of the Theme Song to remain with BIS for perpetuity/ ad infinitum.**

## **PART 3: Conditions under which this RFP is issued**

- 3.1 BIS will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that BIS is bound to select a bidder or to appoint the selected bidder, as the case may be, for the services and BIS reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. BIS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
- 3.2 Data provided by BIS to the agency are confidential in nature. The agency should not share the data without BIS's permission. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the bidders along with Technical Proposal.
- 3.3 BIS reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of BIS and CPP Portal.
- 3.4 BIS requires that the Bidder hold BIS's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of BIS and the Project.
- 3.5 Bidder shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BIS or any other costs incurred in connection with or relating to its Proposal.
- 3.6 It is BIS's policy to require that the Bidder observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, BIS:
  - (i) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing the work order in question;
  - (ii) will declare a Bidder ineligible, either indefinitely or for a stated period of time,

to be awarded any contract or work order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

### 3.7 Right to reject any or all Proposals

(i) Notwithstanding anything contained in this RFP, BIS reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

(ii) Without prejudice to the generality of above, BIS reserves the right to reject any Proposal if:

3.7.ii.1.1 At any time, a material misrepresentation is made or discovered, or

3.7.ii.1.2 The Bidder does not provide, within the time specified by BIS, the supplemental information sought by BIS for evaluation of the Proposal.

3.8 Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified/ rejected, then The BIS reserves the right to take measures as may be deemed fit in the sole discretion of The BIS including annulment of the Selection Process.

### 3.9 Acknowledgement of Understanding of Terms

It shall be deemed that by submitting the Proposal, the Bidder has:

- (i) made a complete and careful examination of the RFP;
- (ii) received all relevant information requested from BIS
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of BIS;
- (iv) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (v) acknowledged that it does not have a Conflict of Interest; and
- (vi) agreed to be bound by the undertaking provided by it under and in term hereof

3.10 BIS and/ or its advisors/ Agencies shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process.

## 4. Settlement of Disputes

4.1 In case of any dispute with respect to the rights, obligation, liabilities of both the parties to this RFP, or interpretation of any clause, the same shall be referred to sole arbitrator appointed by Director General, Bureau of Indian Standards, whose decision shall be final and binding upon both the parties. The provisions the Arbitration and Conciliation (Amendment) Act, 2015, shall be applicable.

## 5. Eligibility Criteria:

The bidder shall fulfil all of the following eligibility criteria independently on date of submission of bid. Multimedia/ Creative agencies, Production Houses or similar agencies may apply for this tender through CPP Portal.

**Agencies who do not meet the Minimum Qualification Criteria will not be considered for Technical Evaluation of bid.** In case of consortium, the eligibility criteria should be collectively met by the consortium members.

S. No.	Parameter	Pre-qualification criteria Description	Supporting documents to be submitted
1	Legal Entity	<p>Bidder should be</p> <ul style="list-style-type: none"> <li>i. A company, autonomous bodies, proprietors firms, corporative societies incorporated in India under the Companies Act, 2013 or any Act prior to that or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932</li> <li>ii. Registered with the Goods and Service Tax Authorities</li> <li>iii. The Bidder should have experience of at least 5 years in producing Theme Song/Anthem/Musical Videos or similar works.(as one 31<sup>st</sup> March 2022)</li> </ul>	<ul style="list-style-type: none"> <li>i. Copy of Certificate of Incorporation/ Partnership Deed</li> <li>ii. Copy of Registration with GST authorities</li> <li>iii. Copy of PAN Card</li> <li>iv. Copy of relevant Work Orders</li> </ul>
2	Turnover	<p>Bidder should have turnover of at least INR 8 Crores during last 4 financial years (year ending 31<sup>st</sup> March 2022) from Video Production services</p> <p>MSEs/Start-ups have 50 % relaxation in turnover criteria indicated above.</p>	<ul style="list-style-type: none"> <li>a. Certificate from CA (Form 3L)</li> <li>b. For MSEs/start-ups Self-attested valid certificate of registration from appropriate authority.</li> </ul>
3	Experience of Production of Theme Song/	<p>The agency should have produced at least 3 such creative renditions; Out of this, the value of at least</p>	<ul style="list-style-type: none"> <li>a. Details of the work orders and Self-Certificate from the</li> </ul>

	Anthem/Musical Videos	one such project should be not less than 25 Lakhs(excluding GST)	<p>authorized signatory for each work.</p> <p>b. Link/recordings of such work as detailed at clause (a) to be submitted to BIS. Links can be mentioned in CPP Portal. If the said will be separately emailed to BIS (at pr@bis.gov.in) the same may be distinctly mentioned in the submission documents.</p>
5.	Presence in NCR	Bidder must have at least one office based in Delhi/NCR.	Self-certificate containing the address of the office.
6.	Compliance of Rule 144 (xi) of General Financial Rules and Orders issued thereunder	<p>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.</p> <p>The bidders must check 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.</p>	Certificate to the effect confirming compliance of Rule 144 (xi) of General Financial Rules on the letter head in the format given as Form 3M.
7.	Declaration regarding non-blacklisting of the firm or company	Agency to give an undertaking that it is not black-listed by any Ministry or Department of Central Government/ State Government or PSU or other bodies under the Central Government/ State Government.	Declaration as per Section 6 of RFP
8.	Declaration regarding no pendency of any criminal case against the firm or company or conviction by any court of law	Agency to give an undertaking that no criminal case is registered or pending against the firm or company or its owner or partners or directors anywhere in India. And neither firm/ Company is found guilty of any criminal offence or convicted by any Court of Law	Declaration as per Section 7 of RFP

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5.2 All technical documents (eligibility criteria) submitted by the Agency should be properly paginated with a separate contents sheet indicating pagination for each document submitted.

5.3 The bids/proposals without necessary/relevant supporting documents will be treated as invalid.

5.4 The criteria mentioned above will constitute the preliminary scrutiny and only those bidders complying with the same will be eligible for technical evaluation.

5.5 If a bidder furnishes wrong or misleading data, statement(s) etc. about technical acceptability of the Services offered by it, its Bid shall be liable to be ignored and rejected in addition to other remedies available to the BIS in this regard.

## **6. Technical Proposal Content**

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology and any other information to highlight the capability of the bidders.

Technical Proposal must be submitted in the form of duly signed forms i.e. Form 3D to Form 3I contained in Section 3 of RFP i.e. Technical Proposal-Standard Forms & Other Undertakings. The documents should be duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

## **7. Presentation**

The bidder is required to make a presentation of their credentials before the Tender Evaluation Committee (TEC). The date, time & venue (or link, in case of virtual presentation) of the presentation will be notified in due course.

## **8. Financial Proposal Content**

Financial proposal must be submitted in the form of all the duly signed forms as per Section 4 of RFP i.e. Financial Proposal-Standard Forms. All amounts quoted in the financial proposal forms must be in Indian Rupees.

## **9. Evaluation of Proposals**

10.1 The bidders' proposals in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. BIS will constitute a Tender Evaluation Committee (TEC) to evaluate the proposal.

10.2 Each Proposal, which pre-qualifies, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 70 as per the scoring criteria



mentioned below, then the bidder will not qualify for financial evaluation and bidder's financial bid shall not be opened.

### 10.3 Technical Evaluation (based on technical presentation)

SI No	Criteria	Maximum Points
1	Understanding <i>Brand BIS</i>	20
2	High end Video Production Expertise for development of Theme Song/Anthem or similar works	30
3	The agency should have experience of collaborating with the Top/renowned music directors/composers/lyrics writers/artists from the Industry for production of Theme Song/Anthem or similar works during last three financial years (ending 31 <sup>st</sup> March 2022) One Theme Song - 05 Marks More than one - 10 Marks	10
4.	Approach for BIS <ul style="list-style-type: none"> <li>• Conceptualization</li> <li>• Proposed collaborations with the Top/renowned music directors/ composers/lyrics writers/artists from the Industry for production of Theme Song/Anthem</li> </ul>	40
	Total Marks for Technical Evaluation (Technical presentation)	100

### 10.4 Financial Evaluation

- The bidders shall submit their quote as per the format provided in Section 4. Any monetary figure in decimal shall be rounded off to the nearest INR. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.
- For financial evaluation, the total of the unit price quoted for all entities will be considered.

### 10. Purchase preference

Purchase preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 will be applicable.

## 11. Payments

### A. Payment Schedule

Target, Milestone, or Reporting Deliverable	Amount(In INR)	Remarks
(i)Signing of contract and submission of performance guarantee indemnity bond	20%	Advance Payment will be released against Bank Guarantee
(ii)Submission of First Cut	30%	Advance Payment will be released against Bank Guarantee
(iii)Submission of Final Cut	50%	-
<b>Total Amount</b>	<b>100%</b>	

### B. Other Terms of Payment

- i. No other incentive/charges/expenses other than the cost quoted by the Agency shall be payable for work proposed in this tender.
- ii. Taxes, if any, as applicable will be paid by BIS.
- iii. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- iv. The agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by BIS in any litigation initiated by any third party.
- v. For facilitating Electronic transfer for funds the selected bidder will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected bidder.

## 12. Fraud and corrupt practices

12.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, BIS will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, BIS will, without prejudice to its any other rights or remedies, will reject the bid proposal from that bidder.

**12.2** Without prejudice to the rights of BIS under this clause, hereinabove and the rights and remedies which BIS may have under the work order or the Agreement, if an Bidder, is found by BIS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Bidder or Digital Agency shall not be eligible to participate in any tender or RFP issued by BIS during a period of 2 (two) years from the date such Bidder is found by BIS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

**12.3** For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

**12.3.1** Corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BIS who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BIS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of BIS in relation to any matter concerning the Project;

- a. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- c. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BIS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d. "restrictive practice" means forming a cartel or arriving at any

understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **13. Consortium**

The work order will only be issued to the selected agency that has bid and the contract would also be signed with the same. The agency, if required, can allocate work further to any agency. However, BIS will not be dealing/communicating in any way with any such agencies. No bill/payment request will be entertained by BIS from such agency(ies)

### **14. Force Majeure Clause**

15.1 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 BIS 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 BIS 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 BIS elect to retain.

### **15. Termination of the Contract**

**15.1 By the BIS:** BIS may terminate the agreement with a written notice of termination to the agency, to be given after the occurrence of any of the events specified in this clause:

- a) If the Agency does not remedy a failure in the performance of their obligations under the RFP, within a period of seven (07) days, after being notified or within such further period as BIS may have subsequently approved in writing;
- b) If the Agency become insolvent or bankrupt;

- c) Within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- d) Within seven (7) days, if the Agency submits to BIS a false statement which has a material effect on the rights, obligations or interests of BIS. If Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to BIS;
- e) Within seven (7) days, if the agency, in the judgment of BIS has engaged in Corrupt or Fraudulent Practices in competing for or in executing the agreement
- f) BIS, in its sole discretion and for any reason whatsoever, decides to terminate the agreement, it would do so with a notice of 15 days.
- g) Advance payment(s) made to the agency shall be returned by the agency if the contract is terminated failing which Bank Guarantee taken against respective advance payment(s) will be invoked. Refer - Clause 11 (A) (i) & (ii)

**15.2 By the Agency:** If the Agency decides to

- a) terminate the Contract before the end of contract period, the Agency shall give an advance intimation of at least thirty (30) days. If the Agency terminates the contract/Agreement without prior notice of thirty (30) days, then the entire amount of Performance Security withheld by BIS shall be forfeited.

**16. Indemnity:**

**16.1** The Agency agrees to indemnify and hold harmless to BIS from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the selected Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act by the Agency or the omission including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to BIS; (c) any Services related to or rendered pursuant to the Work order (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by BIS of a notice of the commencement of any action by a third party, BIS will notify the Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Agency from any liability which it may have to BIS or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the indemnified matter shall survive until all claims for indemnification or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which BIS may have at common law, in equity or otherwise.

**16.2** The Agency shall at all times indemnify and keep indemnified BIS

against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

**16.3** The Agency shall at all times indemnify and keep indemnified BIS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

**16.4** The Agency shall at all times indemnify and keep indemnified BIS against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.

**16.5** All claims regarding indemnity shall survive the termination or expiry of the Work Order.

**17 Liability of the Agency:** Subject to additional provisions, if any, in this RFP the Agency's liability under this agreement shall be as provided by the Applicable Law.

**17.1 Professional Liability Insurance:** The Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by the Agency's negligence, breach in the performance of its duties under this RFP from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the selected Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

## **18 Obligations of BIS**

**18.1 Assistance and Exemptions:** BIS will use its best efforts to ensure to provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services

## **19 Obligations of the Agency**

**19.1 General:** The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this RFP or to the Services, as faithful advisers to BIS, and shall at all times support and safeguard BIS's legitimate interests in any dealings with Sub-Agencies or third parties.

**19.2 Conflict of Interest:** Prohibition of Conflicting Activities: Neither the Agency nor the Personnel shall engage either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this RFP during the term of this RFP or after the termination of the work order.

**19.3 Confidentiality:** The Agency, their Sub-Agencies, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of the Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or BIS's business or operations without the prior written consent of BIS.

**19.4 Documents / Creatives Prepared by the Agency to be the property of BIS:** All designs, reports, other documents and software submitted by the Agency pursuant to this RFP shall become and remain the property of BIS, and the Agency shall, not later than upon termination or expiration of the Work order, deliver all such documents and software to BIS, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the Work Order.

## **20. Liquidity Damages**

The timelines for the deliverables is tabulated above along with the scope of the work. The agency shall ensure timely completion of the activities as mentioned above. There will be a per day penalty @ 0.2% of the total value of work awarded for any delay in non-achieving the milestones as given in the scope of the work unless such delay is duly approved by the BIS. Penalty for each assignment will be separate and the maximum penalty will be 10% of the total value of contract.

## **21. Severability**

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

## **22. Obligation to Maintain Eligibility and Qualifications**

The Contract has been awarded to the Contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the BIS within 07 days of it coming to the Contractor's knowledge of the Contractor/Agency.

**23. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business:** Then Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during then execution of the

contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1. Contract for default as per the contract and avail or all remedies thereunder a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
2. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the.
3. If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act 1932, has been sent by him to the Procuring Entity in writing or electronically.

## **24 Governing Law and Jurisdiction**

The Hon'ble Courts situated at Delhi alone shall have the jurisdiction, to try and decide the suit arising out of this agreement.



**SECTION 3: PRE-QUALIFICATION AND TECHNICAL PROPOSAL – STANDARD FORMS-**

Form 3A: Pre - Qualification Proposal Submission Form

Form 3B Self-certification of fulfilling minimum Qualification

Form 3C Format for Authorized representative

Form 3D Technical Proposal Submission

Form 3E Format of Bank Guarantee for Performance Security

Form 3G Format of Certificate for Turnover and Net Worth from CA

Form 3H Format of Certificate for Compliance of Rule 144 (xi) of General Financial Rules and Orders issued thereunder

**FORM 3A: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM**

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

To

Director (Mktg & CA)

Public Relations Department

Bureau of Indian Standards

9, Bahadur Shah Zafar Marg,

New Delhi-110002

**RFP DATED .....REF.....FOR SELECTION OF AN AGENCY  
AGENCY/PRODUCTION HOUSE FOR PRODUCTION OF THEME SONG/ANTHEM TO  
COMMEMORATE BIS @75**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that BIS will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of an Agency, and we certify that all information provided in the Proposal and in the supporting documents

is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as an Agency for the aforesaid Project.

3. We shall make available to BIS any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of BIS to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last one year, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We certify that in past if ever worked for BIS, we have never been penalised in terms of forfeiture of Bank Guarantee or any penalty imposed.

7. We declare that:

a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

b) We do not have any conflict of interest in accordance with the terms of the RFP;

c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BIS or any other public sector enterprise or any government,

Central or State; and

d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select an

Agency, without incurring any liability to the Bidder.

9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to

undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BIS in connection with the selection of an Agency or in connection with the selection process itself in respect of the above mentioned Project.

13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

14. We agree to keep this offer valid for 90 (ninety) days from the date of opening of financial bid specified in the RFP.

15. We undertake that we are not blacklisted by any Central / State Government / Public Sector Undertaking in India.

16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

17. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

18. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Bidder/Member in Charge)

### **FORM 3B: SELF-CERTIFICATION OF MINIMUM ELIGIBILITY**

Please note: The following form must be self-attested and printed with the submitting bidder's letterhead

[Location, Date]

We hereby certify that our organisation M/s \_\_\_\_\_ has the following capabilities\* along with the following documents and work orders of the projects undertaken as mentioned:

- 1 Copy of Certificate of Incorporation/ Partnership Deed
- 2 Copy of Registration with GST authorities
- 3 Copy of PAN Card
- 4 (i)Certificate from CA certifying turnover  
(ii)For MSEs, Self attested valid certificate of registration as Micro & Small Enterprise (MSE) from appropriate authority.
- 5 (i)Details of the work orders and Self-Certificate from the authorized signatory for each work (ii)For MSEs, Self attested valid certificate of registration as Micro & Small Enterprise (MSE) from appropriate authority.
- 6 Self-certificate containing the address of the office in NCR
- 7 Certificate to the effect confirming compliance of Rule 144 (xi) of General Financial Rules on the letter head in the format given at 3M.
- 8 Certificate as per para 9 (a) of Pubic Procurement (Preference to Make in India) Order 2017 (latest being 16th September 2020)

- 9 Declaration regarding Non-blacklisting of Firm/Company
10. Declaration regarding non pendency of any criminal case against the firm/agency or conviction by any court of law

\*If at any time it is found out that the Agency did not have the capabilities as enumerated above, BIS may put the Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the PBG.

### **FORM 3C FORMAT FOR SUBMISSION OF SINGLE POINT CONTACT/ DETAILS OF THE AUTHORIZED OFFICIAL**

All correspondence with BIS shall be undertaken by the following nominated official :-

1. Name Contact Person : \_\_\_\_\_
2. Designation: \_\_\_\_\_
3. Email id: \_\_\_\_\_
4. Mobile Number: \_\_\_\_\_
5. Landline Number: STD Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

---

Signature with Name &  
Designation of  
Authorised Signatory

### **FORM 3D: TECHNICAL PROPOSAL SUBMISSION FORM**

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

Director (Mktg & CA)  
Public Relations Department  
Bureau of Indian Standards

9, Bahadur Shah Zafar Marg,  
New Delhi-110002

RFP DATED .....REF.....FOR SELECTION OF AN AGENCY  
AGENCY/PRODUCTION HOUSE FOR PRODUCTION OF THEME SONG/ANTHEM TO  
COMMEMORATE BIS @75

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Bureau of Indian Standards

We are submitting our Proposal as [name of the bidder].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that BIS will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to BIS any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of BIS to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:

a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

b) We do not have any conflict of interest in accordance with the terms of the RFP;

c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BIS or any other public sector enterprise or any government, Central or State; and

d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select an Agency, without incurring any liability to the Bidder.

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by



the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BIS in connection with the selection of an Agency or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding onus.

14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Bidder/Member in Charge)

### FORM 3E: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.:  
Bank Guarantee:

Date:

Dear Sir,

In consideration of Bureau of Indian Standards, Government of India (hereinafter referred as the - BIS, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of the Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the - Agency, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of BIS 's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the - Work order) and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to BIS for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay BIS immediately on demand and/or, all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by BIS on the Bank shall be conclusive and binding notwithstanding any difference between BIS and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until BIS discharges this guarantee.

BIS shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for

performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. BIS shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against BIS and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between BIS and the Agency any other course or remedy or security available to BIS. The Bank shall not be relieved of its obligations under these presents by any exercise by BIS of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of BIS or any other indulgence shown by BIS or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that BIS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that BIS may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of the Agency on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in – yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No. Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the - Bank Guarantee. The bank guarantee shall be issued either by a bank (any commercial bank) located in India.

NOT TO BE FILLED BY THE BIDDERS

(DELETED) DUE TO EARNEST MONEY DEPOSIT SUBMISSION REFERENCE: 1.5  
CLAUSE PAGE – 09

### **Form 3G : Format of Certificate for Turnover and Net Worth from CA**

(On CA's Letter head)

Certified that M/s.....having its Registered Office at .....has been having turnover of not less than INR 8 Crores (from last 4 years year ending 31<sup>st</sup> March 2022) from Video Production Services and net worth of. The details are as under:

This certificate is issued based on documentary evidences and Audited Accounts produced to me and copies of which are available with me that I shall be able to produce if directed or demanded by Bureau of India Standards. The certificate is true and correct to the best of my knowledge and belief.

Signature

Name of the Person

Designation Chartered Accountant

Name of the Firm

Registration No./ Membership No.

Address

Email address

Contact No.

Date:

Place:

**FORM 3H: FORMAT OF CERTIFICATE FOR COMPLIANCE OF RULE 144 (XI) OF  
GENERAL FINANCIAL RULES AND ORDERS ISSUED THEREUNDER**

(On Bidders Letter head)

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.

In case of agencies registered with the Competent Authority, a valid registration Certificate shall be enclosed

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory .....

Company Name .....

#### **SECTION 4: FINANCIAL PROPOSAL – As per CPP portal BOQ format**

#### **SECTION 5 : SERVICE LEVEL AGREEMENT**

SERVICE LEVEL AGREEMENT TO BE EXECUTED BETWEEN BIS AND THE AGENCY

THIS AGREEMENT made on this \_\_\_\_\_ day of.....between M/s\_\_\_\_\_ (Name and Address of the successful bidder) (hereinafter referred to as the AGENCY, 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 Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi-110002 (hereinafter referred to as the, 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 Agency is a service provider.

AND WHEREAS BIS is a body corporate, enacted by Parliament. BIS intend to procure services from multimedia agency/production house for production of theme song/anthem on contract basis, therefore, invited bids through CPP Portal.

WHEREAS the Agency submitted its bid vide \_\_\_\_\_ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process, awarded the 'Letter of Acceptance' (LoA) No. \_\_\_\_\_ to the agency on \_\_\_\_\_.

All the terms and conditions as mentioned in the RFP/ Tender document dated \_\_\_\_\_ shall form a part and parcel of this agreement.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in the Request for Proposal for Appointment of multimedia agency/production house".

_____	_____
(Signature of agency /	(Signature of Authorized Officer of BIS)
Authorized Representative)	
Name _____	Name _____
Designation _____	Designation _____
Address _____	Address _____
_____	_____

Seal of the Firm/Company Seal of BIS

Witness:	Witness:
_____	_____
(Signature)	(Signature)
Name of Witness _____	Name of Witness _____
Address _____	Address _____

## **SECTION 6 : INTEGRITY PACT**

On the Letterhead of the Bidder

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

## Preamble

BIS values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder.

## Section 1- Commitments of BIS.

1. BIS commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of BIS, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
  - b. BIS will during the bid process treat all bidders with equity and reason. The BIS will in particular, before and during the bid process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the process or the contract execution.
  - c. BIS will exclude from the process all known prejudiced persons.
2. If BIS obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, BIS will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2- Commitments of the Bidder

1. The Supplier commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
  - a. The Bidder will not, directly or through any other persons or firm, offer promise or give to any of BIS's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.



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

d. The Bidder 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 Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from bid process and exclusion from future contracts

If the Bidder, before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, BIS is entitled to disqualify the Bidder from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

### Section 4: Compensation for Damages

1. If BIS has disqualified the Bidder from the bid process prior to the award according to Section 3, BIS is entitled to reject the bid proposal of the bidder.

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

### Section 5: Previous Transgression

1. The Bidder 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 Bidder makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy".

(Signature & Seal of the bidder)

#### **SECTION 6 : DECLARATION REGARDING NON-BLACKLISTING OF THE FIRM OR COMPANY**

I/We hereby declare that our firm or Company is not black-listed by any Ministry or Department of Central Government/ State Government or PSU or National Association of Software and Service Companies (NASSCOM) or other bodies under the Central Government/ State Government.

Dated the .....day of 2022.

Signature of Authorized Officer \_\_\_\_\_

Name & Address of the Signatory \_\_\_\_\_

\_\_\_\_\_

Seal of the Firm/ Company

#### **SECTION 7 : DECLARATION REGARDING NO PENDENCY OF ANY CRIMINAL CASE AGAINST THE FIRM OR COMPANY OR CONVICTION BY ANY COURT OF LAW**

I/We declare that no criminal case is registered or pending against the firm or company or its owner or partners or directors anywhere in India. I/We further declare that neither I/we nor our firm/ Company is found guilty of any criminal offence or convicted by any Court of Law.

Dated the .....day of        2022.

Signature of Authorized Officer \_\_\_\_\_

Name & Address of the Signatory \_\_\_\_\_

\_\_\_\_\_

Seal of the Firm/ Company

## **SECTION 8: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1.1 Defined Terms**

- 1) "Agent" is a person employed to do any act for another, or to represent another in dealings with third person. In the context of public procurement, an Agent is a representative participating in the Tender Process for and on behalf of its principals.
- 2) "Authorized Officer" means the officer who has been assigned the authority to execute the relevant Contract on behalf of BIS.
- 3) "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as specified in the Contract.
- 4) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- 5) "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a Joint Venture or consortium (that is an association of several persons, or firms or companies), participating in a tender process with BIS.

- 6) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Bid.
- 7) "Consultancy services" covers a range of services that are of an advisory or professional nature and are provided by consultants. These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related Consultancy Services which include, for example: feasibility studies, project management, engineering services, Architectural Services, finance accounting and taxation services, training and development. It may include small works or supply of goods or other services which are incidental or consequential to such services;
- 8) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of his Bid and includes Notification of Award, General Conditions of Contract, Special, and the other conditions and formal Agreement document including its Annexes, if executed;
- 9) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists, and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM, Bidder etc.;
- 10) "Day" means calendar day.
- 11) "Drawing" means the drawing or drawings specified in or annexed to the Specifications or the Tender Document/ Contract;
- 12) "Equipment" means the Contractor's machinery and vehicles brought temporarily to the Site to for performance of Service.
- 13) "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- 14) "Goods" (including the term 'Services', 'Material(s)' in certain contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance;
- 15) "Government" means the Central Government as the case may be;

- 16) “Inspection” means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service, and comparing the same with the specified requirement to determine conformity.
- 17) “Joint Venture” means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred as JV/C)
- 18) “Materials” means all supplies, including consumables, used by the Contractor for performance of Service or for use by his staff.
- 19) “Outsourcing of Services” means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Ministries/Departments (e.g., Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth). Besides outsourcing, other services also include procurement of short-term standalone services.
- 20) “Parties”. The parties to the Contract are the "Contractor" and “BIS”, as defined in this Clause;
- 21) “Performance Security” means monetary guarantee to be furnished by the successful Bidder in the form prescribed for due performance of the Contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- 22) “Procurement” or “public procurement” (or ‘Purchase’, or ‘Government Procurement/ Purchase’ in certain contracts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term “procure” or “procured” shall be construed accordingly;
- 23) “Procurement Process” means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to register or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the Contract;
- 24) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 25) “Service” is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Organization

but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';

26) "Site of Delivery" means the lands, spaces, and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Procuring Organization for the purpose of the Contract.

27) "Special Conditions" means Special Conditions of Contract, which over-ride the General Conditions, also referred to as SCC.

28) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.

29) "Signed" includes digitally signed and or stamped, except in the case of an acceptance of Bid or any amendment thereof;

30) "Sub-Contractor" means is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work or routine maintenance in the Contract, which includes work on the Site.

31) "Temporary Works" means works designed, constructed, installed, and removed by the Contractor that are needed during the performance of Services.

32) "Variation" means an instruction given by the Authorized Officer, which varies the scope, quantum or performance standards of the Service performed.

33) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process" or "Request for Proposal (RFP)": Tender Document means the document (including all its sections, Forms, and formats etc.) published by BIS to invite bids in a Tender Process, which is the whole process from publishing of the Tender Document till the resultant award of the Contract. Both the Tender Document, as well as Tender Process may be generically referred as "Tender" or 'Tender Enquiry' which would be clear from context without ambiguity.

## 2. The Contract

### 2.1 Interpretation and General Matters

#### 2.1.1 General Interpretations

Except where the context requires otherwise, throughout this Contract:

1) The headings are for reference only and shall not limit, alter, or affect the interpretations in the Contract.

2) Words in the singular include the plural and vice-versa.

- 3) Words importing the masculine gender shall be taken to include other genders and words importing persons shall include any company or association or body of individuals, whether incorporated or not
- 4) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- 5) Any generic reference to GCC shall also imply a reference to SCC as well.
- 6) In case of conflict, provisions of the tender document or Request for Proposal or the Expression of Interest shall prevail over those in GCC.

### 2.1.2 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

## 2.2 Modification/ Amendment

- 1) No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. In the event of any of the provisions of the Contract requiring to be modified after the Contract documents have been signed, the modifications shall be made in writing and signed by BIS and the Contractor and no service shall proceed under such modifications until this has been done. Requests for changes and modifications may be submitted in writing by the Contractor to BIS. BIS at any time during the currency of the Contract, may suo-moto or on request from the Contractor, by a written order, amend the Contract by making alterations and modifications within the general scope of Contract.
- 2) If the Contractor does not agree to the suo-moto amendment/ modification made by BIS, the Contractor shall convey its views to the BIS within seven days from the date of the Contractor's receipt of BIS's amendment/ modification of the Contract. Otherwise, it shall be assumed that the Contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the Contract or any of the terms thereof shall be deemed conditional and shall not be binding on BIS unless and until the same is incorporated in a formal instrument and signed by BIS and the Contractor, and till then BIS shall have the right to repudiate such arrangements.

## 2.3 Waivers and Forbearance

The following shall apply with respect to any waivers, forbearance, or similar action taken under this Contract:

a) Any waiver of BIS's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized Officer or representative of BIS granting such waiver, and must specify the terms under which the waiver is being granted.

b) No relaxation, forbearance, delay, or indulgence by BIS in enforcing any of the terms and conditions of this Contract or granting of extension of time by BIS to the Contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of BIS under this Contract, neither shall any waiver by BIS of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

## 2.4 Parties

### 2.4.1 Parties

The parties to the Contract are the Contractor and BIS, as defined in Clauses 1.1 above.

## 3. Governing Laws and Jurisdiction & Labour Laws and Related Obligations

### 3.1 Governing Laws and Jurisdiction

3.1.1 Governing Law: The contract shall be governed and interpreted under Indian Laws.

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

### 3.2 Labour Laws and Related Obligations

#### 3.2.1 Independent Contractor

1) The status of the Contractor shall be that of an independent contractor and Primary Employer of staff deployed during the Contract by him or other associates. The Contractor, its employees, agents performing under this Contract are not employees or agents of BIS, simply by virtue of Services delivered pursuant to this Contract.

2) The contractor alone shall be responsible for ensuring compliance of the laws and regulations etc. not limited to the labour laws; governing the services under this tender document and the BIS shall not have any liability on this account.

## 4. Communications

### 4.1 Communications

1) All communications under the Contract shall be served by the parties on each other in writing, in the language of the Contract and served in a manner customary and acceptable in business and commercial transactions.



2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date specifically mentioned in the communication, whichever is later.

3) No communication shall amount to amendment of the terms and conditions of the Contract, except a formal letter of amendment of Contract, so designated.

#### 4.2 Person signing the Communications

For all purposes of the Contract, including arbitration thereunder all communications to other party shall be signed by:

(a) In case of the Contractor, the person who has signed the Contract on his behalf. A person signing communication in respect of the Contract on purported to be or to be on behalf of the Contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time, that the person so signing has no authority to do so, BIS may, without prejudice to any other right or remedy, terminate the Contract for default in terms of clause 14.1 below and avail all the remedies available therein and hold such person personally liable to BIS for all costs and damages arising from such remedies for termination of the Contract.

(b) Unless otherwise stipulated in the Contract or the SCC, the Authorized Officer signing the Contract shall administer the Contract and sign communications on behalf of BIS. Beneficiaries of Services and the Paying Authorities mentioned in the Contract or SCC shall also administer respective functions during Contract Execution.

#### 4.3 Address of the parties for sending communications by the other party

For all purposes of the Contract, including arbitration thereunder the address of parties to which all communications and notices shall be addressed by the other party shall be:

a) The address of the Contractor mentioned in the Contract, unless the Contractor has notified change by a separate letter containing other communication and sent by any means of acknowledged receipt to BIS. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

b) The address of the BIS shall be the address mentioned in the Contract. Contractor shall also send additional copies to officers of the BIS presently dealing with the Contract.

### 5. Contractor's Obligations and restrictions on its Rights

#### 5.1 Changes in Contractor's business

No changes in the constitution of Contractor's Firm/ Entity shall be permitted during the execution of the Contract. The Contractor must proactively keep BIS informed of such changes. Where the Contractor is a partnership firm, a new partner shall not be introduced

in the firm except with the previous consent in writing of BIS, which shall be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all liabilities incurred by the firm under the Contract prior to the date of such undertaking.

## 5.2 Obligation to Maintain Eligibility and Qualifications

The Contract has been awarded to the Contractor based on certain eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications. Any change which would affect Contractor's eligibility or qualification to receive this Contract should be pro-actively brought to the notice of BIS, within 7 days of its coming to Contractor's knowledge, otherwise it would amount to breach of contract and also violation of Code of Integrity. These changes include but not restricted to:

- 1) Change regarding declarations made by it in its Bid including but not restricted to:
  - a) its ownership and incorporation pattern
  - b) its status as a going concern - insolvency, bankruptcy, receivership
  - c) Suspension of its business or commercial activities for any reason including a legal proceeding
  - d) Its (including their members or affiliates or subsidiaries) being declared ineligible or debarred for corrupt and fraudulent practices or for any other misdemeanour by Government or Public Entity
  - e) Its proprietor, employee, partner or representative, directors and officers being convicted of any offence by a court involving moral turpitude in business dealings
  - f) A conflict of interest as defined in the Tender Document or RFP, having developed/ discovered between staff of BIS and staff/ representatives of the contractor or its Agents, involved in the Procurement process;
  - g) Change in its declared status under the following:
    - (i) Restriction on entities from countries with land-borders with India,
    - (ii) Make in India provisions or local content of its offered product(s)
    - (iii) MSE and Start-up
- 2) Change in its qualification criteria submitted in its Bid – Experience; Past Performance; Non-performing Contracts/ Litigation; Performance Capability; Key Personnel; Critical Equipment; Financial Capability etc. as per the eligibility criteria contained in the tender document or RFP.

## 5.3 Restriction on Potential Conflict of Interests

Neither the Contractor nor the Personnel of the contractor shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the India which would conflict with the activities assigned to them under this Contract.

#### 5.4 Consequence of breach by Constituents of a Contractor

##### 5.4.1 In case of Partnership Firm

Should a partner in the Contractor firm commit a default or breach of clause 5.1, it shall be lawful for BIS to terminate the Contract for default as per clause 14.1 and avail any or all remedies available to thereunder.

##### 5.4.2 Decision of BIS Shall Be Final

The decision of BIS as to any matter or thing concerning or arising out of this clause or on any question whether the Contractor or any partner of the Contractor firm has committed a default or breach of any of the conditions in this clause shall be final and binding on the Contractor.

#### 5.5 Obligation to Indemnify BIS

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

#### 5.6 Confidentiality, Secrecy, IPR Rights

##### 5.6.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software (whichever applicable) submitted by the Contractor under this Contract shall become and remain the property of BIS and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BIS's prior written consent. The Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to BIS, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

##### 5.6.2 Confidentiality

- 1) All documents, drawings, samples, data, or other information furnished by or on behalf of BIS to the Contractor, in connection with the Contract and the Tender Document, whether such information has been furnished prior to, during or following completion or termination of the Contract, are confidential and shall remain the property of BIS and shall not, without the prior written consent of BIS neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other work and services required for the performance of this Contract.
- 2) The obligation of the Contractor under this Clause, however, shall not apply to information that:-
  - a) now or hereafter enters the public domain through no fault of Contractor.
  - b) can be proven to have been possessed by Contractor at the time of disclosure and which information was not previously obtained, directly or indirectly, from BIS;
  - c) otherwise lawfully becomes available to Contractor from a third party that has no obligation of confidentiality; or
  - d) is required to be shared to comply with applicable law.

#### 5.6.3 Restrictions on the Contractor

- 1) The Contractor shall not, without BIS's prior written consent, make use of information mentioned above except for the sole purpose of performing this Contract.
- 2) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Contractor prior to the date of the Contract in respect of the Contract/ the Tender Document or any part thereof.
- 3) The provisions of this clause shall survive completion or termination for whatever reason, of the Contract.

#### 5.6.4 Penalties for violation

Any breach of the aforesaid conditions shall entitle BIS to treat it as breach of contract as per Clause 14.1 and avail any or all remedies thereunder.

#### 5.7 Performance Bond/ Security

- 1) Within seven days after the issuance of notification of award or Letter of Acceptance by BIS, the Contractor shall furnish performance security to BIS for an amount mentioned in the Contract (and if not mentioned equal to 3% (Three percent) of the total value of the Contract), valid up to sixty days after the date of completion of all

contractual obligations by the Contractor, including the Service Warranty obligations, if any.

2) The Performance security shall be denominated in Indian Rupees or in the currency of the Contract and shall be in one of the following forms:

a) Unless otherwise stipulated in SCC or Tender Document, Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the BIS.

b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in the tender document.

3) If the Contractor, having been called upon by the BIS to furnish security, fails to make or maintain a performance security within the specified period, it shall be lawful for BIS:

(a) To recover from the Contractor, the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the Contract or any other contract with BIS, or

(b) To treat it as breach of contract as per Clause 14.1 and avail any or all remedies thereunder.

4) In the event of any amendment issued to the Contract, the Contractor shall, within fourteen days of issuance of the amendment, furnish suitably amended value and validity of the Performance Security in terms of the amended Contract.

5) BIS shall be entitled, and it shall be lawful on his part,

(a) To deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

(i) any default, or failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the Contract under reference or any other contract with the BIS or any part thereof

(ii) for any loss or damage recoverable from the Contractor which the BIS may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

(b) and in either of the events aforesaid to call upon the Contractor to maintain the said performance security at its original limit by making further deposits, provided further that BIS shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time thereafter may become due for similar reasons.

6) Subject to sub-clause above, BIS shall release the performance security without any interest to the Contractor on completion of the Contractor's all contractual obligations including the Service Warranty obligations, if any.

7) No claim shall lie against BIS in respect of interest on cash deposits or Government Securities or depreciation thereof.

## 5.8 Insurances

1) The Contractor (a) shall take out and maintain, at its own cost insurance against the risks, and for the coverage, as specified in the Contract/ GCC/ SCC or any applicable law including Labour Laws; and at BIS's request, shall provide evidence to BIS showing that such insurance has been taken out and maintained and that the current premiums have been paid; for the following events which are due to the Contractor's risks:

- a) Loss of or damage to Equipment, materials etc. of the contractor.
- b) Personal injury or death of the employees of the contractor.
- c) Penalties and demands by labour regulatory authorities etc.

2) All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

3) BIS shall have no liability on this account.

## 5.9 Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/ Works requires the Contractor to obtain permits, approvals, and licenses from local public authorities, it shall be sole responsibility of the Contractor to obtain these and keep these current and valid. This may include but not be restricted to licences or environmental clearance, if required. BIS shall, if required by the Contractor, make its best efforts to assist the Contractor in complying with such requirements in a timely and expeditious manner, without any dilution of Contractor's responsibility in this regard.

5.10 Publicity: Any publicity by the Contractor in which the name of BIS is to be used, can be done only with the explicit written permission of BIS.

## 6. Scope of Services

### 6.1 Scope of Services

1) This Contract is for the delivery of the Services on/ during the specified date or dates and of the description, scope/ quantum, performance standards, and quality assurance set forth in the Contract.

2) The Contractor shall deliver Services and submit to the BIS the reports, deliverables, outputs, and documents as specified in the tender document.

3) The Services shall include all such work-elements not specifically mentioned in this Contract but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.

## 6.2 Option Clause for Extension of the Contract Period

BIS shall have the right to exercise the option, by written notification to the Contractor to extend the Contract Period by the time as deemed appropriate by BIS.

## 7. Performance Standards and Quality Assurance

### 7.1 Performance Standards

The Contractor shall perform the Services in accordance with the details contained in the tender document., and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods in accordance with the performance standards and quality control parameters as specified in the Contract. For matters where the Contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.

### 7.2 Quality Control and Defect Liability

1) BIS shall check the quality of the Services and shall inspect the Contractor's performance. BIS shall promptly give notice to the Contractor of any defects that are identified, requesting the correction of the notified defect within a reasonable time.

2) If the Contractor has not corrected a Defect within the time specified in BIS's notice, BIS may take recourse to the penal clauses of the contract and may treat it as breach of contract and will be dealt accordingly.

## 8. Other Matters and Deployment of Resources

### 8.1 Security Arrangements

Contractor shall put in place security arrangements at site against unauthorized access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his own or his staff or of BIS and its Staff by his staff or third parties or trespassers.

#### 1) Preservation of Peace

The Contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed for the services, and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the site of services.

2) **Prohibition of Smoking and Intoxicants:** The Contractor or his staff or any labour, shall be prohibited from Smoking in 'No Smoking Zone' and Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Contractor or any of his/ his employees. The Contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

## 8.2 Clearance of Site on Completion

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Authorized Officer.

## 8.3 Key Personnel

1) The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel are described in the tender document.

2) Except as BIS may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

3) **Restrictions on the Employment of Retired Staff or Officers of BIS or the Government within One Year of their Retirement:** The Contractor shall not, himself be a retired Government employee of Gazetted rank, or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Contractor is found to have contravened this provision it will constitute a breach of contract and BIS shall be entitled to terminate the Contract as per clause 14.1 and avail all available remedies thereunder.

## 8.4 Removal of Personnel on Orders of Authorized Officer

1) If BIS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at BIS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to BIS, subject to sub-clause 2) below.

2) The Contractor shall have no claim for additional costs arising out of or incidental to any removal or replacement of Personnel.



## 8.5 Safety Issues

- 1) The Contractor shall be responsible for the safety of all activities on the Site.
- 2) The Contractor shall be responsible for safety of all persons, employed by him on Site, and shall report accidents to any of them, however, and wherever occurring on Works, to the Authorized Officer or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.
- 3) Safety of Public and Third parties: The Contractor shall be responsible to take all precautions to ensure the safety of the public and third parties, whether on public or

## 9. Delivery of Services and delays

### 9.1 Works Programme

Before commencement of the Services, the Contractor shall submit for approval of the Authorized Officer a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for execution of the services. The programme of delivery of Services amended as necessary by discussions with the Authorized Officer, shall be treated as the agreed Works programme for the purpose of this Contract. The Services shall be carried out and monitored in accordance with the approved Program as updated.

### 9.2 Compliance to Authorized Officer's Instructions

- 1) The Authorized Officer shall direct the order in which the several components of the Services shall be provided, and the Contractor shall execute without delay all orders given by the Authorized Officer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
- 2) Any instructions or approval given by the Authorized Officer's representative to Contractor in connection with the Services shall bind the Contractor as though it had been given by the Authorized Officer provided always as follows -
  - a) Failure of the Authorized Officer's representative to disapprove any work/ Services or materials shall not prejudice the power of the Authorized Officer thereafter to disapprove such Services or material and to order the rectification thereof.
  - b) If the Contractor shall be dissatisfied by reason of any decision of the Authorized Officer's representative, he shall be entitled to refer the matter to the Head of Procurement through the Authorized Officer who shall there upon confirm or vary such decision.

3) Compliance with Contractor's Request for Details: The Authorized Officer shall furnish with reasonable promptness, after receipt of the Contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

### 9.3 Commencement of Services

Contractor shall commence the Services and shall proceed with due expedition and without delay, from the effective date of Contract which shall be the date on which the Contract has been signed by the Contractor and the BIS.

### 9.4 Time for Delivery of services and Extensions Thereof

The time and uninterrupted delivery of Services shall be deemed to be the essence of the Contract and subject to any requirement in the Contract as to completion of any portion or portions of the Services before completion of the whole, the Contractor shall fully and finally complete the whole of the services comprised in the Contract (with such modifications as may be directed under conditions of this Contract) in accordance with the Delivery and Completion Schedule specified in Tender document. If at any time during the currency of the Contract, the Contractor encounters conditions hindering timely performance of services, the Contractor shall promptly inform BIS in writing about the same and its likely duration and make a request to BIS for extension of the delivery schedule. On receiving the Contractor's communication, BIS shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages by issuing an amendment to the Contract in terms of the following clauses.

### 9.5 Extension for Delay Not Due to either the BIS or Contractor

1) If in the opinion of the Contractor, the progress of Services has any time been delayed due to following reasons, he shall forthwith give notice thereof in writing to the Authorized Officer, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:

- a) any act or neglect of the BIS's employees or
- b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the Contractor's own default etc. or
- c) delay authorized by the Authorized Officer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from BIS for which he shall have specially applied in writing to the Authorized Officer or his authorized representative

2) The Contractor may also indicate the period for which the Services are likely to be delayed and shall be bound to ask for necessary extension of time. The Authorized Officer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms, and conditions of Contract being applicable as if such extended period of time was originally provided in the original Contract itself.

#### 9.6 Extension for Delay Due to BIS

In the event of any failure or delay by BIS, in discharging following obligations under the Contract or that are necessary for the delivery of the services, then such failure or delay shall in no way affect or vitiate the Contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, BIS shall grant such extension or extensions of the completion date as may be considered reasonable:

- a) give the necessary notice to commence the services, or
- b) provide the necessary facilities/ documents/ data or instructions or approvals or
- c) any other delay caused by the BIS due to any other cause whatsoever.

#### 9.7 Extension of Time for Delay Due to Contractor

1) If the Contractor fails to deliver the Services within the period fixed for such delivery in the Contract or as extended or at any time repudiates the Contract before the expiry of such period for the reasons other than the reasons specified in sub-clauses above, BIS may, if satisfied that the service delivery can be completed by the Contractor within reasonable short time, thereafter, allow the Contractor further extension of time as the Authorized Officer may decide.

2) On such extension, BIS shall be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed Liquidated Damages not by way of penalty.

3) Provided further, that if BIS is not satisfied that the services can be completed by the Contractor or in the event of failure on the part of the Contractor to complete the service within further extension of time allowed as aforesaid, BIS shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract as per clause 14.1 and avail any or all the remedies therein including levy of penalty as per the terms of the contract, whether or not actual damage is caused by such default.

### 10. Suspension of Services

### 10.1 Suspension Ordered by Authorized Officer

The Contractor shall on the order of the Authorized Officer, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Authorized Officer may consider necessary, if such suspension is considered necessary for the proper execution of the Services or by the reason of extraneous conditions or by some default on the part of the Contractor.

### 10.2 Extension of Time and Compensation

The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Authorized Officer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Authorized Officer shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and to such compensations to the Contractor as the Authorized Officer may consider reasonable in respect of the recurring expenses such as salaries or wages paid by the Contractor to his employees/ workers during the periods of such suspension subject to production of the supporting documents substantiating such payments to his employees or labours whose details were furnished by him to BIS as having deployed solely for the execution of the contract before ordering such suspension and which had been agreed by BIS.

### 10.3 Force Majeure

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 BIS 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 BIS 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 BIS elect to retain.

## 11. Prices and Payments

### 11.1 Prices

Unless otherwise stipulated in the SCC or the Contract, Prices shall be fixed and firm.

### 11.2 Taxes and Duties

1) The Contractor shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the Contracted Services to the BIS. Further instruction, if any, shall be as provided in the SCC or Tender Document.

2) Payment of GST Tax under the Contract:

(a) Wherever the successful bidder invoices the Services at GST rate or HSN number which is different from that incorporated in the Contract; payment shall be made as per GST rate which is lower of the GST rates incorporated in the Contract or billed. BIS shall not be responsible for the payment of tax or duty made by the Contractor under misapprehension of law.

(b) While claiming reimbursement of duties, taxes etc. (like GST) from BIS, the Contractor shall also certify that, in case he gets any refund out of such taxes and duties from the concerned authorities at a later date, he shall refund to BIS, the BIS's shareout of such refund immediately on receiving the same from the concerned authorities.

(c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or for any other reason under the Contract shall be submitted to BIS in compliance with GST provisions.

(d) In case of profiteering by the Contractor relating to GST tax, the Contractor shall be liable to administrative actions such as deregistration, suspension of business dealing or banning of business dealing, in addition to recovery and action by the GST authorities under the Act.

(e) Contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoice after adjusting advance payments if any as per Contractual terms and GST Provisions.

(f) Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor/ Contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by the BIS with applicable GST thereon.

3) GST Compliance Rating of Bidders:

(a) Contractor of Goods/ Services shall make all out efforts to comply with the provisions under GST Act and Rules thereunder and also strive to maintain high compliance rating score under GST during the period of Contract with the BIS.

(b) In the event of default on Contractor's part in payment of tax and submission/ uploading of monthly returns, the BIS shall be well within its contractual right to withhold payments, especially the tax portion, until Contractor corrects the default or complies with the provisions of GST and produces satisfactory evidence to that effect or upon GST appearing on the BIS's GST portal.

4) Statutory Variations:

Any amendment to GST rate or HSN number in the Contract shall be as per the Contractual conditions and statutory amendments in the quoted GST rate and HSN number.

### 11.3 Terms and Mode of Payment

1) The payments shall be made in the manner as per the BIS's payment procedures. Unless otherwise stipulated in the SCC, payments above INR 5,000 (or any other threshold specified in SCC/ Contract) to Contractors shall be made through ECS only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque.

2) The Contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., duly signed with date, as specified in Contract and in a manner as also specified therein.

3) While claiming payment, the Contractor is also to certify in the bill that the payment being claimed is strictly in terms of the Contract and all the obligations on the part of the Contractor for claiming that payment has been fulfilled as required under the Contract.

4) Withholding and lien in respect of sums claimed:

a) Whenever any claim or claims for payment of a sum of money arises out of or under the Contract against the Contractor, the BIS shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalization or adjudication of any such claim from -

(i) Any security or retention money, if any, deposited by the Contractor.

(ii) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same Contract or any other contract with the BIS.

b) Where the Contractor is a partnership firm or a limited company, the BIS shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his individual capacity or otherwise.

c) It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the BIS shall be kept withheld or retained as such by the BIS till the claim arising out of or under the Contract is determined by the Arbitrator (if the Contract is governed by the Arbitration Agreement) or by the competent court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

d) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Contractor (including the performance security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the BIS against any claim of the BIS in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the BIS.

## 11.4 Final payment

### 11.4.1 Cessation of BIS's Liability

After the issuance of Completion Certificate, the BIS shall not be liable to the Contractor for any matter arising out of or in connection with the Contract for the delivery of the Services, unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

### 11.4.2 Unfulfilled Obligations

Notwithstanding the issuance of Completion Certificate for service, the Contractor and the BIS, shall remain liable for the fulfilment of any obligation incurred under the provision of the Contract prior to the issuance of the Completion Certificate for service, which remains unperformed at the time such certificate is issued. For the purposes of determining the nature and extent of any such obligations, the Contract shall be deemed to remain in force between the parties thereto.

## 11.5 Payment Against Time Barred Claims

All claims against the BIS shall be legally time barred after a period of three years calculated from the date when the payment falls due. The BIS is entitled to and it shall be lawful for it to reject such claims.

## 11.6 Signing of "No Claim" Certificate

The Contractor shall not be entitled to make any claim whatsoever against the BIS under or by virtue of or arising out of this Contract, nor shall the BIS entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the BIS in such form as shall be required by the BIS after the services are provided or works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

## 12. Resolution of Disputes

### 12.1 Settlement of Disputes:

The BIS and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved, the same shall be referred to the Arbitrator, appointed by the Authorized Officer. The provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time shall apply.

13. The conditions relevant to the nature, context, requirements and scope of the procurement intended through this tender document or Expression of Interest or Request for Proposal shall govern the contract save as otherwise provided in SCC and other Contract documents which have overriding effect over GCC.

## 14. Defaults, Breaches, Termination, and closure of Contract

### 14.1 Termination due to Breach, Default, and Insolvency

#### 14.1.1 Defaults and Breach of Contract

In case the Contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to performance of Contract or ethical standards or any other obligation that substantively affects the BIS's rights and benefits under the Contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) Default in Performance and Obligations: if the Contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Ethics) within the time period specified in the Contract, or within any extension thereof granted by the BIS.
- 2) Insolvency: if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) Liquidation: if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

#### 14.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Contractor, giving "two weeks' notice, reserving the right to invoke



contractual remedies. After such a show-cause notice, all payments to the Contractor would be temporary withheld to safeguard needed recoveries, that may become due on invoking contractual remedies.

#### 14.1.3 Terminations for Default

- 1) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of issue of Notice of Default to the Contractor as per sub-clause above, the BIS, if so decided, shall by written Notice of Termination for Default sent to the Contractor, terminate the Contract in whole or in part, without compensation to the Contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies which have accrued or shall accrue thereafter to the BIS.
- 3) Unless otherwise instructed by the BIS, the Contractor shall continue to perform the Contract to the extent not terminated.
- 4) All Service Warranty obligations if any shall continue to survive despite the termination.

#### 14.1.4 Contractual Remedies for Breaches and Defaults

If there is an unsatisfactory resolution within this period, the BIS shall take one; or more of following contractual remedies

- 1) Temporarily withhold payments due to the Contractor till recoveries due to invocation of other contractual remedies are complete
- 2) Call back any loaned property or advances of payment, if any, with levy of interest at prevailing rate
- 3) Recover liquidated damages for delays
- 4) Encash or Forfeit performance or other contractual securities
- 5) Prefer claims against insurances if any
- 6) Terminate Contract for default, fully or partially
- 7) Debar the Contractor following due process, from participation in the BIS's tenders, including delisting from list of registered suppliers.
- 8) Initiate proceedings in court of law for transgression of law, tort, and loss, not addressable by above means.

#### 14.1.5 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor to the BIS, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing

or replacing defective equipment, or to any obligation of the Contractor to indemnify the BIS with respect to patent infringement.

## 14.2 Termination for Convenience and Frustration

### 14.2.1 Notice for Determination of Contract

- 1) The BIS reserves the right to terminate the Contract, in whole or in part for its (the BIS's) convenience or frustration of Contract as per clause 14.2.2 below, by serving written 'Notice for Determination of Contract' on the Contractor at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the BIS or for frustration. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the Contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies which have accrued or shall accrue thereafter to the BIS.
- 3) Unless otherwise instructed by the BIS, the Contractor shall continue to perform the Contract to the extent not terminated.
- 4) All Service Warranty obligations if any shall continue to survive despite the termination.

### 14.2.2 Frustration of Contract

- 1) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the Contract, including a change in law, beyond the control of either party whether as a result of Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the Contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the Contract, as may be necessary to complete its performance. However, if the parties cannot reach mutual agreement within 60 days of the initial notice, the BIS, may issue a 'Notice for Determining the Contract' and terminate the Contract due to its frustration as in sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause:
  - a) Commercial impossibility or unviability or unprofitability or lack of funds
  - b) If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

## 14.3 Closure of Contract

### 14.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side the Contractor shall submit a "No-claim certificate" to the BIS requesting further for release

of its contractual securities, if any. The BIS shall release the Contractual securities without any interest, if there is no outstanding obligation, asset, or payments due from Contractor.

#### 14.3.2 Completion of obligation

The Contract shall stand closed upon successful performance of all obligations by both parties to the Contract, including completion of warrantee obligations and final payment.

#### 14.3.3 Upon Termination

Contract shall also be treated as closed on Termination and settlements, if any, thereafter as per clause 14.1 and 14.2 above.

### 15. Code of Integrity in Public Procurement and Serious Misdemeanours:

#### 15.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during execution of resultant contracts:

- 1) “Corrupt practice” - making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) “Fraudulent practice” - any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a Contract or in execution of the Contract;
- 3) “Anti-competitive practice” - any collusion, Bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the BIS, that may impair the transparency, fairness, and the progress of the Tender Process or to establish Bid prices at artificial, non-competitive levels;
- 4) “Coercive practice” - harming or threatening to harm, persons, or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) “Conflict of interest” - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked or the Execution Contract to which this procurement of consultancy services is linked; or if they are part of more than one Bid in the procurement; or if their personnel have relationship or financial or business transactions with any official of BIS who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the BIS with an intent to gain unfair advantage in the Tender Process or for personal gain;

6) “Obstructive practice” - materially impede the BIS’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the BIS’s rights of audit or access to information;

#### 15.2 Obligations for proactive disclosures:

1) The BIS as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of contract. Failure to do so shall amount to violation of this code of integrity.

2) Any bidder must declare, whether asked or not in a Bid-document, any previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring organisation. Failure to do so shall amount to violation of this code of integrity.

#### 15.3 Restriction on Potential Conflict of Interests

During the term of ensuing Contract and after its termination, the successful Contractor, and its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract. Neither the Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the India which would conflict with the activities assigned to them under this Contract.
- b) after the termination of this Contract, such other activities as may be specified in the SCC or Tender Document.

#### 15.4 Serious Misdemeanours

##### 15.4.1 Serious Misdemeanours

Following shall be considered serious misdemeanours - if a bidder/ contractor:

1) Other than in situations of force majeure, after opening of financial bids, the Contractor withdraws from the Tender Process or after being declared as successful bidder: (a) withdraws from the process; (b) fails to enter into a procurement contract; or (c) fails to provide \* or any other document or security required in terms of the Tender Document.

- 2) Directly or through an agent violates during procurement or execution of the Contract - the code of ethics mentioned in clause 15 of the GCC or the Code of Integrity in Public Procurement or the Integrity Pact.
- 3) Violates the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to the BIS;
- 4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement; or
- 5) Is determined by an appropriate agency of the Government, to have doubtful loyalty to the country or national security consideration.

### 15.5 Penalties

Without prejudice to and in addition to the rights of the BIS to other remedies as per the tender document or the Contract, If the BIS concludes that a (prospective) bidder/contractor directly or through an agent has violated this code of integrity or committed a serious misdemeanour in competing for the Contract or in executing a contract, the BIS shall take appropriate measures including the following:

- 1) if his bids are under consideration in any procurement
  - a) Forfeiture or encashment of Performance Security as may be applicable
  - b) calling off of any pre-contract negotiations, and;
  - c) rejection and exclusion of the bidder from the Tender Process
- 2) if a contract has already been awarded
  - a) Termination of Contract for Default and availing all remedies prescribed thereunder;
  - b) Encashment or Forfeiture of any contractual security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the BIS along with interest thereon at the prevailing rate;
- 3) Remedies in addition to above:
  - a) Debarment from participation in future procurements of the BIS for a period upto a period of two years (save as otherwise provided for in contract documents) or removal from the list of registered Contractors or

- b) In case of anti-competitive practices, information for further processing shall be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiate proceedings in court of law for transgression not addressable by above means.
- d) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

#### 4. Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal

- a) Duly filled formats as given in Form 3E to Form 3I of Section 3 of the RFP
- b) Copy of contract/work orders along with completion certified indicating the details of previous assignments completed, Client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award.
- c) Certificate from CA certifying the segregated turnover (both total and from Multimedia services/production house services).
- d) Sample of designed Theme Music/Anthem etc.
- e) Details of Theme Music/Anthem videos developed for Central / State Government Programmes. Samples can be shared as web links.
- f) A certificate regarding non-disclosure/sharing of confidential information with third parties.
- i) Self-certificate letter undertaking the effect that the bidder is not blacklisted by any Central / State Government / Public Sector Undertaking in India on company's letter head signed by authorized signatory.
- j) Self-certificate letter undertaking the effect that the bidder is not penalized by BIS ever in past. (part of form 3A).
- k) Integrity Pact as given in Section 6 of the RFP