



**Bureau of Indian Standards**  
The National Standards Body of India

### **IIIrd Corrigendum**

(RFP No.: CMD-I/6\_3\_1/20200327/1)

20 May 2020

**Subject: Request for Proposal for appointment of agents for carrying out Factory Inspection activities on behalf of the Bureau - reg.**

Bureau of Indian Standards had floated Request for Proposal (RFP) in relation to the aforementioned subject starting from 27 March 2020 (06:00 PM) made available both on BIS website and Central Public Procurement (CPP) Portal (Please read along with corrigendum dated 17 April 2020 and IInd corrigendum dated 05 May 2020). Based on the queries received from prospective bidders during pre-bid meeting on 12 May 2020, BIS has reviewed the RFP and following changes are made:

Sr. No.	Section & Clause	Page no.	Text against referred Section & Clause no. to be replaced with text given below
(i)	I : 3.4.3-d)	30	Until the sample is received by the concerned branch office, the AGENT shall keep track and follow up actively with manufacturer. The AGENT shall be responsible for the integrity of packaging and seal of the product sample.
(ii)	I : 3.5-f)	31	The inspection report submitted by AGENT shall be deemed approved in case of no response (Approval/ Rejection/Editing) by the Bureau with in ten working Days.
(iii)	I : 19.1-b)	48	In the event of termination of this Agreement, pursuant to above, the Bureau shall be entitled to impose any such obligations and conditions and issue any clarifications as shall be necessary to ensure an efficient transition and effective business continuity which the AGENT shall be obliged to comply with. In the event of termination of the Agreement, the Bureau shall have the right to carry out the unexecuted portion of the work from other AGENT.
(iv)	II : 2.7-a)	60	<p>The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount of INR 40,00,000 (Forty lakh) (as interest-free Bid Security in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form (in case of payment online, the bidder shall have to upload scanned copy of the transaction document showing transaction code/RTGS No./UTR no etc.) in favour of Bureau of Indian Standards, New Delhi, payable at New Delhi as the format provided in RFP Section II and as per the details mentioned in the Fact sheet.</p> <p>Registered MSEs &amp; Start-ups (Micro and Small enterprises, MSEs) as defined in MSME procurement policy issued by Department of MSME or are registered with the Central Purchase organisation or the concerned ministry or department or start-ups as recognised by DPIIT are exempted from payment of EMD provided proof of registration is submitted.</p>

(v)	II : 2.8	62	<p>The “Authorized Representative” shall mean the one who has signed the Bid document. The Authorized Representative may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit a power of attorney of authority as evidenced by the Minutes of meeting of the Board of Directors through a board resolution.</p> <p>The Authorized Representative, representing the Bidder shall digitally sign all bid documents uploaded on Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) and attach a scanned copy of the physically signed and stamped Integrity Pact, Letter of Authorization and the EMD. The authorization shall be in the form of a written power of attorney or a Board resolution in favor of the person submitting the Bid (Annexure V of Section II of this RFP).</p>
(vi)	II : 3.5 Sr. No. 1	81	<p><u>Column 3 of the table:</u></p> <ol style="list-style-type: none"> <li>1. Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or Societies Act or Public Trust Act.</li> <li>2. Registered with the Income Tax Authorities</li> <li>3. Registered with GST Network</li> <li>4. Should have been operating for the last five years.</li> <li>5. The Bidder shall be an agency / entity essentially involved in certification / Inspection and testing of products.</li> </ol>
(vii)	II : 3.5 Sr. No. 1	81	<p><u>Column 4 of the table:</u></p> <ol style="list-style-type: none"> <li>1. Certificate of certificate of incorporation</li> <li>2. Copy of PAN Card</li> <li>3. Copy of GST registration certificate</li> <li>4. Copy of Memorandum and article of association</li> <li>5. Letter from Company Secretary on bidder’s letter head for last five years operation or Audited balance sheet for last five years operation</li> </ol>
(viii)	II : 3.5 Sr. No. 2	82	<p><u>Column 3 of the table:</u></p> <p>The bidder should have positive net worth during the last three Financial Years (FY 2016-17, 2017-18 and 2018-19). For the purpose of this criterion, audited financial statements of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>
(ix)	II : 3.5 Sr. No. 2	82	<p><u>Column 4 of the table:</u></p> <p>Audited financial statements for the last three financial years. (or) Certificate from the statutory auditor</p>
(x)	II : 3.5 Sr. No. 3	82	<p><u>Column 3 of the table:</u></p> <p>The bidder should be profit making or excess income over expenditure as per the audited financial statements in the last three Financial Years</p>

			(FY 2016- 17, 2017-18 and 2018-19). For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered				
(xi)	II : 3.5 Sr. No. 3	82	<u>Column 4 of the table:</u>  Audited financial statements for the last three financial years. (or) Certificate from the statutory auditor				
(xii)	II : 3.5 Sr. No. 5	82- 83	<u>Column 4 of the table:</u>  Statutory auditor’s certificate, or Certificate from Company Secretary of the bidder clearly specifying the turnover from providing inspection services for the specified years, or Audited balance sheet for last five years operation				
(xiii)	II : 3.5 Sr. No. 7	83- 84	<u>Column 3 of the table:</u>  The bidder should have average overall annual turnover of ₹ 50 crore in last 3 years from company operations (FY 2016-17, 2017-18 and 2018-19). For the registered MSEs (Micro and Small enterprises, MSEs) as defined in MSME procurement policy issued by Department of MSME or are registered with the Central Purchase organisation or the concerned ministry or department or start-ups as recognised by DPIIT, the average overall annual turnover should be ₹ 15 crore in last 3 years from company operations (FY 2016-17, 2017-18 and 2018-19).				
(xiv)	II : 4-b)	87	The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the Bureau. In addition, the Bureau will be free to forfeit the EMD/Security deposit and getting the assigned work done from other sources.				
(xv)	II : 4.4	89	The performance security shall be submitted within 30 days from the date of issuance of the LOA.				
(xvi)	II : 11.1.1	110	<div>Please refer to Section I of this RFP (Payment terms and schedule) for quoting the single transaction cost.</div> <table><tr><td>Parameter</td><td>Per Manday rate for Factory Inspection (in Rs.)</td></tr><tr><td>Quoted per Man day rate</td><td>₹ _____ (excluding GST)</td></tr></table> <div>All prices to be quoted in Indian Rupees (₹). a. The bidder shall consider all the aspects of the scope of work in calculation of the transaction cost. b. All costs for conducting inspections should be included in the proposed cost, the Bureau will not pay any extra payments to AGENT.</div>	Parameter	Per Manday rate for Factory Inspection (in Rs.)	Quoted per Man day rate	₹ _____ (excluding GST)
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(xvii)	II : 13.1	114	Please refer to Section I of this RFP (Payment terms and schedule) for quoting the single transaction cost.				

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(xviii)	III : 13.5	144	The liability of AGENT (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the Total Contract Value payable under this Agreement.				
(xix)	III : 19.5	155-156	Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by the Director General, Bureau of Indian Standards. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or reenactments thereof. The arbitration proceedings will be held in Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India. The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by the Bureau and the AGENT. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.				

The BO-wise distribution of operative licences in India is given in the table attached. Other details remain the same. The interested parties may take note of the changes.

Sc-G (DDG-Certification)

Table: BO-wise operative licences in India

Sr. No.	Regional Office	Branch Office Location	No. of licences
1.	Central Regional Office (CRO)	Bhopal	1235
2.		Delhi DLBO-I	1242
3.		Delhi DLBO-II	1222
4.		Faridabad	1052
5.		Ghaziabad	1717
6.		Jaipur	1938
7.	Eastern Regional Office (ERO)	Bhubaneswar	709
8.		Guwahati	599
9.		Jamshedpur	419
10.		Kolkata	1868
11.		Patna	367
12.		Raipur	829
13.	Northern Regional Office (NRO)	Chandigarh (Punjab)	2482
14.		Dehradun	547
15.		Parwanoo (Himachal Pradesh)	621
16.		Chandigarh (North Haryana)	1818
17.		Jammu	258
18.		Lucknow	972
19.	Southern Regional Office (SRO)	Bengaluru	1173
20.		Chennai (CNBO-I)	730
21.		Chennai (CNBO-II)	1639
22.		Coimbatore	903
23.		Hyderabad	1056
24.		Hubli	489
25.		Kochi	782
26.		Vishakhapatnam	552
27.	Western Regional Office (WRO)	Ahmedabad	2361
28.		Mumbai MUBO-I	1229
29.		Mumbai MUBO-II	1086
30.		Nagpur	439
31.		Pune	1334
32.		Rajkot	1673