



## भारतीय मानक ब्यूरो

(मध्य क्षेत्रीय कार्यालय)

मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली- 110002

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### रुचि की अभिव्यक्ति

#### आमंत्रित करता है

भारतीय मानक ब्यूरो (भामाब्यूरो), उपभोक्ता मामले, खाद्य तथा सार्वजनिक वितरण मंत्रालय, भारत सरकार के अंतर्गत स्वायत्त निकाय के रूप में कार्य कर रहा है। इसके प्रमुख कार्य, भारतीय मानक ब्यूरो अधिनियम 1986 के अंतर्गत यथा प्रदत्त, मानकीकरण, उत्पाद एवं सेवाओं का गुणता प्रमाणन है।

भामाब्यूरो (मध्य क्षेत्रीय कार्यालय) दिल्ली अपनी भामाब्यूरो मानक मुहर के दुरुपयोग के विरुद्ध अभियान को सुदृढ़ करने के लिए अपनी प्रवर्तन गतिविधि के कुछ भाग को आउटसोर्स करना चाहता है, जिसके लिए विशिष्ट एजेंसियों की सेवाएँ अपेक्षित हैं। दिल्ली कार्यालय (जिसमें मुहर विभाग I, मुहर विभाग II, मुहर विभाग III, शामिल है) गाजियाबाद शाखा कार्यालय, गाजियाबाद, भोपाल शाखा कार्यालय, भोपाल, देहरादून शाखा कार्यालय, देहरादून एवं जयपुर शाखा कार्यालय, जयपुर, - में प्रवर्तन गतिविधियों संचालित करने के लिए बोलियों आमंत्रित करता है।

दोहरी बोली प्रणाली, अर्थात् तकनीकी बोली और मूल्य बोली, पृथक् - पृथक् के अंतर्गत इच्छुक एजेंसियों से लोकेशन के अनुसार सीलबंद रुचि की अभिव्यक्ति आमंत्रित की जाती है। तकनीकी और मूल्य - दोनों बोलियों अलग-अलग लिफाफों में विधिवत् सीलबंद की जाएँ तथा ये दोनों लिफाफे एक तीसरे लिफाफे में रखे जाएँ, यह लिफाफा भी सीलबंद होना चाहिए और इसे उप महानिदेशक (मध्य क्षेत्र) को उपरोल्लिखित पते पर दिनांक 07 मार्च 2011, 1600 बजे तक जमा कराया जाए। तकनीकी बोली और मूल्य बोली के लिफाफों पर स्पष्ट रूप से सूचना दी जाए। तकनीकी बोलियों भा.मा.ब्यूरो के सम्मेलन कक्ष में दिनांक 21 फरवरी 2011 को 1530 बजे इच्छुक पार्टियों तथा उनके विधिवत् प्राधिकृत प्रतिनिधियों, जो उपस्थित रहना चाहें, की उपस्थिति में खोली जाएगी। मूल्य बोली, यदि एजेंसियों पात्र पाई गईं तो खोलने की तारीख और समय की सूचना उपयुक्त समय पर दी जाएगी।

तकनीकी और मूल्य बोली के लिए आवेदन करने की शर्तें और प्रपत्र के विवरण भामाब्यूरो की वेबसाइट <http://www.bis.org.in> से प्राप्त किए जा सकते हैं अथवा किसी भी कार्यदिवस में 1000 बजे से 1700 बजे तक उप महानिदेशक (मध्य क्षेत्रीय), भारतीय मानक ब्यूरो के कार्यालय से प्राप्त किए जा सकते हैं।

तकनीकी बोली के लिफाफे में पूरी सूचना विनिर्दिष्ट फॉर्मेट में होनी चाहिए। मूल्य बोली के लिफाफे में केवल मामले के अनुसार सौंपा गया कार्य करने की दरें, जिनका भुगतान किया जाना है, उनका ही उल्लेख किया जाए।

रुचि की अभिव्यक्ति के अंतर्गत कार्य के विषय क्षेत्र पर बोली से पूर्व बैठक का बोली देने की इच्छुक एजेंसियों के लिए भामाब्यूरो के सम्मेलन कक्ष में 21 फरवरी, 2011 को 1530 बजे आयोजन किया जाएगा।

**उप महानिदेशक (मध्य क्षेत्रीय)**



## **BUREAU OF INDIAN STANDARDS**

**(Central Region Office)**

**Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi – 110 002.**

**Telephone: 011-23237617, Fax : 011-23238911**

**Website: <http://www.bis.org.in>, E mail : [cro@bis.org.in](mailto:cro@bis.org.in) & [ddgc@bis.org.in](mailto:ddgc@bis.org.in)**

### **Invites Expression of Interest**

Bureau of Indian Standards (BIS) is an autonomous body functioning under the aegis of the Ministry of Consumer Affairs, Food and Public Distribution, Govt. of India. Its primary functions, as given in the Bureau of Indian Standards Act, 1986, are standardization, Quality Certification of product and services.

BIS Central Regional Office, Delhi intends to outsource part of Enforcement Activity to strengthen its drive against misuse of BIS Standard Mark for which it requires services of specialized agencies. Bids are invited for conducting enforcement activity under the jurisdiction of the Delhi Office (which includes MDD I, MDD II, MDD III), GZO, Ghaziabad, BPLBO, Bhopal, DBO, Dehradun and JBO, Jaipur.


Sealed Expression of Interest is invited from interested agencies location-wise in Two BID system, i.e. Technical Bid and Price Bid separately. Both Technical and Price Bids should be submitted in the prescribed format in separate envelopes duly sealed and both these envelopes should be put in a third envelop which should also be sealed and *submitted to the Deputy Director General (Central Region) Bureau of Indian Standards, at the above address latest by 07 March 2011 at 1600 hrs.* Clear indications may be given on the envelopes about Technical Bid and Price Bid. The Technical Bids shall be opened in the presence of such interested parties or their duly authorized representatives as may like to be *present at 1530 hrs on the same day* at the above address. The date and time of opening of Price Bid, in case of agencies found eligible, shall be intimated in due course.

The details of terms and conditions and format for applying for Technical and Price Bids can be obtained from the website of BIS: <http://www.bis.org.in> or can be had from *Deputy Director General (Central Region) on any working day between 1000 hrs to 1700 hrs.*

A pre-bid meeting on the scope of the work under Expression of Interest will be held **on 21 February 2011 at 1530 hrs at the Conference Hall, BIS Delhi Office** for the agencies interested to file the bid.

Deputy Director General (Central Region)

## **Terms & condition for outsourcing of Enforcement related work under BIS Act, 1986**

- I. The Scope of work shall be as under:-
  - i) Collection of information about misuse of BIS Standard Mark  discreet investigation, collection of prima facie evidence, assisting in raid and collection of evidence required for successful prosecution.
- II. The term 'Misuse of BIS Standard Mark' as specified above would cover violations of Section 11(1) and Section 12(b) of Bureau of Indian Standard Act, 1986 by the firms by actually using ISI mark or its colourable imitation without holding BIS licence for the product. **Some examples of colourable imitation of ISI Mark are given at Annexure 'A'.**
- III. The documentary evidences required essentially for successful prosecution are as follows:
  - i) Document establishing misuse of ISI mark and its linkage with the person/firm/company etc.
  - ii) Proof of ownership/proprietorship/partnership of the entity where misuse is found.
  - iii) Correct name and addresses of the offender.
  - iv) Location/address of the premises.
  - v) Whether premises is rented or owned by offender,
  - vi) Registration of the firm.
  - vii) Photographs.
  - viii) Electricity bill/Telephone bill/Sales Tax documents/Bills pertaining to supply of materials/invoices raised for materials/ payments received for the material etc.
- IV. The agency would work in the geographical area for which it is appointed by BIS.
- V. The agency shall have adequate experience in intelligence collection, organizing raids and prosecution of cases for violation of provisions of various Acts issued by the Government of India on behalf of other Government Departments/PSUs. **The details of experience may be given in the Proforma below.**
- VI. The agency shall have adequate infrastructure and manpower in the field of technical, legal and investigation at the location applied for.
- VII. The agency should have an annual turnover of at least **Rs 20 lacs** in the last three financial years.
- VIII. The Agency shall assist the BIS Officers in raids which shall be carried out as per the provisions of Bureau of Indian Standards Act, -- 1986.
- IX. The empanelled agency will maintain complete secrecy with respect to the work done for BIS.
- X. The assigned work will not be sub-contracted by the empanelled agency.

- XI. BIS shall have full rights to supervise & monitor the work assigned to the agency.
- XII. The information of misuse as collected by the agency shall be given to Head of the concerned BIS Branch Office. In case any leading information about the misuse is provided to the agency by the BIS, the Agency shall confirm the same through appropriate investigation and arrange collection of evidence and inform the concerned BIS Branch Office.
- XIII. The bid should be submitted alongwith earnest money of Rs 10,000/- (Rupees Ten Thousand only) by Demand Draft to be drawn in favour of Bureau of Indian Standards at New Delhi. The price bid should indicate the amount the agency will charge for a single case leading to successful raid and launch of prosecution. The payment shall be released only on successful launching of prosecution. In case of the single raid leading to successful launch of prosecution on the basis of the information provided by BIS, 40% of the amount of the charge of single case indicated by the agency will be paid to them.
- XIV. All expenses towards handling/transportation of seized goods shall be borne by BIS.
- XV. An agreement will be signed by DDG (Region)/ Head of Branch with empanelled agency for each location under their jurisdiction.
- XVI. The representative of the empanelled organization shall conduct investigation in an ethical manner and not contravene the objective of BIS and the law of the land. In case it is established at any point of time that any of the agency's representatives has indulged in any practice which is unethical or unlawful, the agency will have to terminate the service of the concerned representative. In case of a serious complaint or repeated complaints, BIS shall have the right to terminate the agreement between the Agency and BIS.
- XVII. The agreement may be terminated by the agency after giving one month's notice. However, BIS shall have the right to terminate the agreement at any time without giving any notice to the agency.
- XVIII. For any dispute between BIS and the empanelled agency, Director General, BIS shall appoint sole arbitrator. Also, if required, respective **State/Union Territory courts will be the jurisdiction for such disputes.**
- XIX. The contract with the agency would be initially for a period of one year, which may be extended further for a period of two years, one year at a time, depending on performance of the agency as judged by BIS.
- XX. The Bureau reserves the right to appoint more than one Agency in the same geographical area.
- XXI. The agency should clearly indicate the location/multiple locations where it is willing to undertake the work.
- XXII. The empanelled agency will be required to give 10% of the total amount of the Bank Guarantee as Performance Security at the time of signing the agreement as prescribed by BIS.
- XXIII. The BIS reserves the right to accept or reject any or all the tenders in whole or in part without assigning any reasons.
- XXIV. The bidder shall furnish the documentary evidence, copy of the relevant documents, balance-sheets etc duly notarized by a Notary Public to substantiate its eligibility against the above technical criteria alongwith the bid. In the absence of such requisite documents, BIS reserves to reject the bid without any reference to the bidders.

## **Format for Application – Technical Bid**

1	<b>Location applied for</b>	
2	<b>Bidders Profile</b>	
3	<b>Power of Attorney for authorized signatory</b>	
4	<b>Details of the Bidders infrastructure with manpower available (enclose supporting documents)</b>	
5.	<b>Contact person with Designation</b>	
6.	<b>Contact telephone numbers and Fax Number</b>	
7.	<b>e-mail address</b>	
8.	<b>Current scope of work</b>	
9.	<b>Current operational area of work</b>	
10.	<b>Registration with Government Bodies (enclose supporting documents)</b>	
11.	<b>Declaration that bidder is not banned or de-listed</b>	
12.	<b>Bidder's experience in intelligence collection, organizing raids and prosecution of cases as per proforma given below</b>	
13.	<b>Any other valid enlistment with any Government organization for similar work (enclose supporting documents).</b>	
14.	<b>Annual turnover for the last three years (enclose supporting documents)</b>	
15.	<b>Any other credential in the subject area (enclose supporting documents)</b>	
16.	<b>Acceptance of terms and condition</b>	
17.	<b>Any other information</b>	

**Format for providing bidder's experience details** (Ref item 12 of Technical bid)

<b>Sl.No.</b>	<b>Experience in collecting evidence, organizing raids and prosecution of cases</b>	<b>Name of the company / Govt. organization</b>	<b>Contract Number and Year of contract</b>	<b>Total value of contract</b>

**Signature of the : \_\_\_\_\_**  
**authorized signatory**

**Name : \_\_\_\_\_**

**Designation : \_\_\_\_\_**

**Office Stamp : \_\_\_\_\_**

### Format for Price Bid

(In the envelope of Price Bid only rate for carrying out the assigned work per case to be paid may be mentioned.)

1. Rate per Case (Excluding Service Tax) - Rs. ....

2. Service Tax - Rs.....

Total

**Signature of the : \_\_\_\_\_**  
**authorized signatory**

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

Office Stamp : \_\_\_\_\_

**Draft of Agreement Deed to be signed with the Agency**  
***(To be furnished on non-judicial stamp paper worth Rs. 100/-)***

1. This DEED OF AGREEMENT made this the .....day of .....(Date) between BUREAU OF INDIAN STANDARDS (BIS), a statutory body having its office situated at (address of Branch office or Regional office) hereinafter referred to as the FIRST PARTY (which terms or expression shall unless excluded by or repugnant to the context be deemed to include their successor-in-office, representatives, agents, attorneys or assignees) of the (name and address of the outsourced agency), hereinafter referred to as the SECOND PARTY (which terms or expression shall unless excluded by a repugnant to the context be deemed to include their successor-in-office, representatives, agents, attorneys or assignees) of the OTHER PART.


2. WHEREAS the First Party invited Expression of Interest in two-bid system from Agencies possessing the experience, expertise and infrastructure to carry out specified Enforcement related Activities of the FIRST PARTY as empowered under BIS Act, 1986 at the location (State / Area of jurisdiction of BO) having Branch / Regional office at (Branch / Regional office address).

3. AND WHEREAS the Second Party in response to the above invitation has expressed their interest having requisite experience, expertise and infrastructure, in specified activities.

4. AND WHEREAS the First Party considering the facts submitted by the Second Party and has agreed to engage the Second Party to undertake Enforcement Activities as specified by the First Party.

5. AND WHEREAS the Parties hereto have mutually agreed to put the terms and conditions in writing to avoid disputes, misunderstanding, litigations amongst themselves in future.

6. NOW THIS DEED OF AGREEMENT WITNESSED and it is hereby agreed by and between the parties as follows :

7. The Second Party shall collect the information about misuse of BIS Standard Mark  (Mark) including its colourable imitations in any form, carry out discreet investigation of the suspected misuse and shall collect prima facie evidences, assist First Party in raid and shall also assist First Party in collection of all evidences required for successful prosecution.

8. The term 'Misuse of BIS Standard Mark' as specified above would cover violations of Section 11(1) and Section 12(b) of Bureau of Indian Standard Act, 1986 by the firms/person actually misusing without holding BIS licence.

9. The above mentioned assignments shall be carried out by Second Party as per the provisions of Bureau of Indian Standards Act, 1986. For interpretations of any clause of this agreement, the final authority shall lie with the BIS.

10. The Second Party shall maintain complete secrecy with respect to the work assigned for or on behalf of First Party.

11. The assigned work shall not be sub contracted by the Second Party.

12. The First Party shall supervise and monitor the work assigned to the Second Party.

13. The information of misuse as collected by the Second Party shall be given confidentially to Head of the BIS Branch Office at the location in the prescribed format.

14. The Second Party shall also help the First Party in enlisting independent witnesses during the raids and help advocate empanelled by First Party in preparation of the case for launching prosecution in respective Courts of Law.



15. The Second Party shall provide information of misuse, if gathered during their assigned work pertaining to areas other than the assigned locations to the Head of assigned Branch Office and Enforcement Officer at Regional Office free of cost.

16. The representative of the Second Party shall conduct investigation in an ethical manner and not contravene the objective of the First Party and the law of the land. In case it is established at any point of time that any of the representatives of the Second Party has indulged in any practice which is unethical or unlawful, the Second Party shall terminate the service of the concerned representative. In case of a serious complaint or repeated complaints, the First Party may terminate this agreement forthwith without notice. Besides, the Second Party shall render themselves liable for civil and criminal consequences.

17. Notwithstanding anything contained in clauses of the agreement, if any breach of the agreement occurs, either party can terminate the agreement after giving one month's notice in writing to the other party.

18. Arbitration – In case of any dispute arising out of this agreement between the parties, then the Director General, Bureau of Indian Standards shall appoint a sole Arbitrator for this purpose, whose decision shall be final and binding on both the parties.

19. In case of unsuccessful raid, the expenditure so involved will be borne by the second party.

20. This agreement shall be valid for a period of one year i.e. from **(period)**, which may be extended further for a period of two years, one year at a time, based on the performance of the Second Party.

21. The Second Party shall deposit Rs. 1,00,000 (Rupees one lakh only), the Bank Guarantee as Performance Security in the prescribed proforma for performing the work assigned to them, with the First Party. The Bank Guarantee shall be valid up to 3 months after the validity of the agreement and shall remain with First Party during such period.

22. The Second Party shall be paid an amount of Rs ----- (Rupees ----- only) plus Service tax as applicable by the First Party for each case on successful launching of prosecution in respective Court of Law. The Second Party shall submit monthly bill in duplicate to the First Party for the cases launched during the month.

23. Income tax as applicable shall be deducted by the First Party from the bill of Second Party unless exempted by the Income Tax Department.

24. IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal this the Day, Month and Year first above written SIGNED, SEALED and DELIVERED at **(place of BO/RO)**.

**(Name and designation of the DDGR / HOB)**  
**(Representative of First Party)**

**(Name and designation)**  
**(Representative of Second Party)**

*In presence of witnesses:*

1.

2.

**Proforma for Bank Guarantee**

**PERFORMANCE SECURITY**

**(CONTRACT PERFORMANCE BANK GUARANTEE)  
-- UNCONDITIONAL  
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

**REF.**

**Bank Guarantee No.:**

**Date:**

**To**

**(DDGR/HOB and address of RO/BO)**

Dear Sirs,

In consideration of the BIS, (**Address of the RO/BO**) (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s\_\_\_\_\_ having principal office at \_\_\_\_\_(hereinafter referred to as the "Outsourced Agency (OSA)" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of \_\_\_\_\_by issue of OWNER Order No.\_\_\_\_\_ dated \_\_\_\_\_ and the same having been accepted by the OSA resulting into CONTRACT for \_\_\_\_\_ as per above referred Order having a total value of \_\_\_\_\_for the work of \_\_\_\_\_ and the OSA having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) \_\_\_\_\_ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the OSA to the extent of \_\_\_\_\_ % ( \_\_\_\_\_percent only) of the Contract Prices (Quoted rate x No. of Annual raids expected, Appx. 1 per month per BO) as aforesaid at any time up to \_\_\_\_\_ without a reference to the OSA. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and OSA discharges this guarantee. OWNER and OSA or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by OSA of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any

power vested in them or of any right which they might have against OSA, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and OSA or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER 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 OWNER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against OSA and notwithstanding any security or other guarantee that OWNER may have in relation to the OSA's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the OSA on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the OSA up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the OSA to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ of 20 .

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated accorded to him by the bank.

Dated \_\_\_\_\_. The \_\_\_\_\_ day of \_\_\_\_\_ 200 .

WITNESS:

(SIGNATURE)

(SIGNATURE)

BANK RUBBER STAMP

(NAME)

STAMP


(NAME)

(OFFICIAL SEAL)

Designation with bank stamp Plus Attorney as per  
Power of Attorney/ Resolution Board of Director

Date:

## सावधान

प्रिय उपभोक्ता, कुछ गैरजिम्मेदार लोग आपको  चूक से मिलती-जुलती निम्न प्रकार की नकली से धोखा देते हैं।

CONFORMING TO



SPECIFICATION



SPECIFICATION

INSIDE



MATTRESS

FITTED WITH



ELEMENT

AS PER



WITH



ENGINE



APPROVED BY



ये सभी चिह्न भारतीय मानक ब्यूरो की जोर से किसी तरह का कोई आश्वासन नहीं देते और भारतीय मानक ब्यूरो अधिनियम 1986 के प्रावधानों का उल्लंघन करते हैं।