



भारतीय मानक ब्यूरो
Bureau of Indian Standards
The National Standards Body of India

Request for Proposal For

Appointment of Agency for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme”

Date of Issue: 28 May, 2019

Reference No: Registration/G-20/RFP/2019/R1

BUREAU OF INDIAN STANDARDS

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SECTION A

1. INTRODUCTION

1.1 About Bureau of Indian Standards: Bureau of Indian Standards (here-in-after also referred to as “the Bureau”) is the National Standards body, functioning under the aegis of Ministry of Consumer Affairs, Food and Public Distribution, India. The Bureau is established under Bureau of Indian Standards Act, 2016, for the harmonious development of the activities of Standardization, marking and quality certification of goods and for matters connected therewith or incidental thereto. The Bureau has been providing traceable and tangible benefits to the economy in a number of ways - providing safe reliable quality goods; minimizing health hazards to consumers; promoting exports and imports substitute; control over proliferation of varieties etc. through Standardization, Conformity Assessment and Training.

1.2 Definitions

- a. “Client” means the Bureau, which has invited the bids, with which the selected agencies sign the contract for the services, and to which the selected agencies shall provide services as per the terms and conditions of RFP.
- b. “Bidder” means any interested firm/company, which submits their proposals for providing services in response to the RFP.
- c. “Agency” means the firm or company or organization, whether incorporated or not, undertaking the assigned work, and shall include legal representatives of such persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such firm or company or organization.
- d. “Contract” means the contract signed by the Parties, the attached documents listed in this document, and Revision/ Amendment/Minutes of Meeting before Bid closure.
- e. “Day” means calendar day unless specified.
- f. “Proposal” means the Technical and Financial Proposal submitted by the bidder, as per the format(s) prescribed in the RFP.
- g. “RFP” means the Request for Proposal prepared by the client for the selection of Agency.
- h. “NEFT” means National Electronic Funds Transfer.
- i. “Bid” means Technical and Financial proposal in response to this RFP made by the Bidder.
- j. “MSE” means Micro, & Small Enterprises.
- k. “NASSCOM” means The National Association of Software and Services Company.
- l. “Desk” means One Graduate Engineer of specified discipline with required infrastructure facilities (as mentioned in this RFP).
- m. “Authorized Signatory” means Director, Chief Executive Officer or any person authorized for the purpose by the management of concerned Company//Firm.
- n. RTGS means Real Time Gross Settlement.

1.3 RFP summary: The Bureau invites Request for Proposal (RFP) for Appointment of Agency for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme”. It states the guidelines, requirements, and conditions for Agency for carrying out the specified activity. Brief details of the RFP are as follows:

Table 1: General Details

Sl. No.	Particulars	Details
1	RFP reference no.	Registration/G-20/RFP/2018/R1
2	Address for communication and submission of RFP	Scientist G & DDG (MSC & Registration) BUREAU OF INDIAN STANDARDS Manak Bhawan 9 Bahadur Shah Zafar Marg New Delhi – 110 002, India Phone: 011-23218488 E-mail ID: ddgmscd@bis.gov.in, pmu1@bis.gov.in
3	Mode of Bidding	E- Tendering
4	No. of documents to be submitted	<ol style="list-style-type: none"> 1. Bid Security (Exempted for Micro and Small Enterprises & Start-ups) 2. Technical and Financial Bid 3. All Undertakings/Declarations mentioned in the RFP 4. Any other document specified in the RFP

Table 2: Critical Dates

Sl. No.	Events	Date
1.	Issue of RFP	28 May, 2019
2.	Last Date of Submission of Pre Bid Queries	10 June, 2019
3.	Pre Bid Meeting	12 June, 2019
4.	Last Date of Submission of Bid	28 June, 2019
5.	Opening of Technical Bid	01 July, 2019

Bid will be uploaded on Central Public Procurement Portal (<https://eprocure.gov.in>) and the Bureau website (<http://www.bis.gov.in>).

Bidders will be responsible for registering their company/firm at Central Public Procurement Portal and seeking all necessary approvals required to upload the bid. The Bureau reserves the right to amend the document, tentative schedule and critical dates. It is the sole responsibility of prospective

bidders to go through Central Public Procurement Portal / the Bureau Website from time to time for any updated information.

2 OBJECTIVES

- The objective of this RFP is to appoint an Agency located in India for Scrutiny / Verification of Documents for the operation of 'Self Declaration of Conformity' under Conformity Assessment Scheme as per Bureau of Indian Standards, Act 2016.
- The Bureau intends to support manufacturers, producers and importers by improving the services of its Self-Declaration of Conformity under the Conformity Assessment Scheme

3 SCOPE OF WORK / DELIVERABLES

RFP is invited from eligible entities for their Appointment for "Scrutiny / Verification of Documents for the operation of 'Self Declaration of Conformity' under Conformity Assessment Scheme" to enable seamless and efficient operations for the Bureau. For this purpose, bidders are requested to go through the information about 'Self- Declaration of Conformity' (Compulsory Registration Scheme) activities/processes as available in the Bureau website (<http://www.bis.gov.in>).

Present list of Indian Standards is given at (**Annexure I**) which may be expanded or reduced as determined by the Bureau.

The agency will perform the following task(s), if appointed, in accordance with the operational guidelines determined by the Bureau with modifications as and when instructed.

Table 3: Task and Time Norm

Sl. No.	Task	Time Norm (Maximum Working days)
1	Scrutiny /Verification of Applications (Application with all related documents including one test report)	03 (Three) Working Days
2	Scrutiny /Verification of Inclusions (Including one test report)	02 (Two) Working Days
3	Scrutiny /Verification of each additional Test Report	0.5 (Half) Working Day per test report
4	Scrutiny /Verification of documents for various service request, including but not limited to: a) Change in AIR Authorized Indian Representative (AIR). b) Change in the Name of the company or change in the Address. c) Correction Requests - Scrutiny /Verification of Correction request in portal/ letters/documents	02 (Two) Working days for each service request (a to g)

	d) Critical Component List (CCL) Updation/Validation through scrutiny of test reports e) Renewal Process – Scrutiny of documents for renewal of Licence f) Revision/Amendment/Withdrawal of Standard(s) - Scrutiny /Verification of, Test report Scrutiny /Verification for revision of Standard(s), Test report Scrutiny /Verification for Amendment to Standard(s). g) Model Updation /Withdrawal /Deletions	
5	Resolution of Queries.	Within 03 (Three) Working days per application (Time is calculated from the date of query received)

***Time norms are subject to change with prior notification. Applications/Inclusions marked as *Tatkaal* (exception) shall be completed in half of the specified time norm.**

Quantum of work performed for the period 16 Jul 2018 to 15 Oct 2018 has been given in **Annexure XI**.

The Agency will assign an Authorised Project Manager/SPOC (Single Point of Contact) for this project.

It is not intended to specify, completely herein, all details and specifications of the process. However, the output should meet the time and quality parameters defined by the Bureau.

4 ISSUE OF RFP DOCUMENT: The RFP document containing Scope of the Work, Eligibility Criteria, Evaluation Criteria, all related information, and is available at Central Public Procurement Portal (<https://eprocure.gov.in>) and the Bureau website (<http://www.bis.gov.in>). The Bidder willing to apply for this RFP may download the RFP document.

5 ELIGIBILITY CRITERIA

Following is the eligibility criteria for this RFP. The bidder shall fulfil the following criteria to be eligible to participate in the combined Technical and Financial bidding process. Bidder has to sign and return the evidences of each criteria with the Application (**Annexure II**).

Table 4: Eligibility Criteria and Evidence

Sl. No.	Minimum Eligibility Criteria	Evidence
1	Registered as a legal entity in India with at least 3 years of operation ending 31 st March 2018.	Valid document such as Registration Certificate/ Incorporation Certificate/ MSME Certificate
2	Bidder shall not be blacklisted by any of the State Government, Central Government organizations, PSU or NASSCOM.	Self-Declaration on letter head (Annexure III)

3	Not found guilty of any criminal offence by any Court of law.	Self-Declaration on letter head (Annexure III)
4	Goods & Service Tax (GST) Registration Number	Copy of valid Registration Certificate
5	PAN No	Copy of PAN (Permanent Account Number)
6	Has not been a part or associated with the Bureau's recognised testing laboratories, any conformity assessment bodies or consulting/training bodies or supporting organizations to any foreign/domestic organization supplying products covered under self-declaration of conformity.	Self-Declaration on letter head (Annexure III)
7	Annual turnover of at least Rupees 2 Crore in the each of the last 2 years in Business Process Outsourcing (BPO) or related activities ending 31-March-18.	CA certificate showing turnover for last 2 years
8	Minimum infrastructure facilities such as computers (each per resource proposed), related software, power back up resources, adequate internet bandwidth, Data security, CCTV(at least 1 month backup of recordings),security arrangements etc.	Self-Declaration of facilities available on letter head (Annexure III)
9	Have necessary access control mechanisms for restricting unauthorized entry in the area of work.	Self-Declaration on letter head (Annexure III)
10	All employees involved in the work shall sign the <i>Confidentiality Undertaking</i> on Rs. 10 Stamp paper that they are not involved in any other activity such as laboratory, training, consultancy, testing, sampling, surveillance related to self-declaration of conformity.	Self-Declaration on letter head (Annexure III)
11	Bidder or its personnel shall not be involved with manufacturing organizations or dealing with products covered under self-declaration of conformity.	Self-Declaration on letter head (Annexure III)
12	Minimum 20 Graduate Engineers of specified disciplines	CV's(Curriculum Vitae) of the Engineer

Bidder should fulfil the eligibility conditions for participating in the RFP. Bidders should also enclose documentary evidence for fulfilling the eligibility conditions. It is the sole responsibility of the bidder for the smooth and timely execution of the assigned work.

SECTION B

6 BIDDING PROCESS

6.1 Language of the bid: The bid must be submitted online at CPP eProcurement Portal (<https://eprocure.gov.in>) (Instruction for online bid submission is mentioned in (**Annexure IV**) using Hindi or English language and International numerals. In the event of enclosed documents being in a language other than English, it should be translated in English/International numerals, and duly certified by the Authorized Signatory of the Bidder.

6.2 Submission of the bid: The Bidder interested for appointment in the specified work would be required to submit the proposal in its complete form in all respect as specified in the RFP to Scientist G & DDG (MSC & Registration) Bureau Of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg , New Delhi – 110 002, India. The documents should be signed and stamped by an authorized signatory (possessing power of attorney) on each page before being sent. Full name and designation of the authorized signatory should be clearly mentioned. The bids received after due date shall be rejected and no action will be taken on these bids.

6.3 Proposal: Bidders shall submit only one proposal. If any bidder submits or participates in more than one proposal, such proposal shall be disqualified.

6.4 Currency: Bidders shall express the price of their Assignment(s) in Indian Rupees (INR).

6.5 Bid Security and Performance Security

6.5.1 Bid Security

- a. Each bidder is required to submit INR 10, 00,000 (as interest-free Bid Security in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/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. etc.) in favour of Bureau of Indian Standards, New Delhi, payable at New Delhi.
- b. Account details for online submission of Bid security is given at **Annexure II**.
- c. MSE units and Start-ups are exempted from submitting the Bid Security for which they shall submit valid MSE certificate/Start-up recognition certificate from Department of Industrial Policy and Promotion (DIPP) as proof of exemption
- d. A scanned copy of Bid Security and relevant certificate for exemption in case of MSEs and Start-ups shall be uploaded along with the Technical Bid at the Central Public Procurement Portal.
- e. Technical proposal not accompanied by a Bid Security shall be rejected as non-responsive.

- f. The bid security shall remain valid for a period of forty-five days beyond the final bid validity period.
- g. The Bid Security of the unsuccessful bidders would be returned within 30 days of award of job.

The Bid Security shall be forfeited by the Client in the following events:

- a. If proposal is withdrawn during the validity period.
- b. If the Bidder tries to influence the evaluation process.

6.5.2 Performance Security

The successful bidder will have to submit a Performance Security equivalent to 10% of the total contract value of job for one year in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, and Bank Guarantee from a Commercial bank or online payment in an acceptable form; in favour of Bureau of Indian Standards, New Delhi. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

- (i) Account details for online submission of performance security is given at **Annexure II**
- (ii) The successful bidder has to renew the bank guarantee/demand draft on the same terms and conditions for the period up to the contract including extension period, if any.
- (iii) Performance Security would be returned only after successful completion of job assigned to them after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.

6.6 Signing of the Bid -All documents of the Bid will be signed by the Director(s) or the Chief Executive Officer (CEO) or any other person so authorized for the purpose by the management. The name and designation of the person signing the application shall be recorded legibly in the space for the purpose in the application form. The person or persons signing the Bid will initial all pages of the Bid. Bidder should attach authorization letter to represent the company.

6.7 Validity of bids: The Bid will be valid for a minimum period of 180 days from the Bid Submission Date.

6.8 Documents and information to be submitted along with the bid: Scanned copy of proposal should be uploaded on two bid basis- separate Technical bid and Financial bid on Central Public Procurement Portal under non-disclosure to other bidders.

Original copy of Technical Bid along with Bid Security (MSE certificate/Start-up recognition certificate in case of MSE and Start-ups) shall be submitted to the address of communication given at Table 1, Sl no 2, latest by the last date of bid submission as mentioned in this RFP. The above document shall be submitted in an envelope duly super scribed **Appointment of Agency for "Scrutiny / Verification of**

Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme” along with the name and contact details of Bidder.

For submission of bid, Bidder shall furnish the following documents:

6.8.1 Technical Bid

- a. Covering Letter on the bidding organization’s letterhead. (**Annexure V**).
- b. Bid Security (Exempted for Micro and Small Enterprises & Start-ups).
- c. Agreement to *Minimum Eligibility Criteria, Penalty Clause, Terms and Conditions of Appointment and Operational Guidelines as issued by the Bureau* (**Annexure VI**).
- d. Compliance and documentary proof of eligibility criteria as per Table no. 4. Documentary proof sought in other clauses of this RFP Document should also be enclosed.
- e. A copy of the self-declaration of experience certificate.
- f. CVs of proposed manpower.
- g. Any other Document as stipulated in this RFP.
- h. The bidder shall submit Technical bid in prescribed format as per (**Annexure VII**) and Financial Bid as per (**Annexure VIII**) of this RFP. Submission of the different type of bid will result in the proposal being deemed non-responsive.
- i. Figures and tables must be numbered and referenced in the text. It should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section.
- j. A point to point compliance and self-declaration for acceptance of terms and conditions of RFP document.
- k. All pages of the documents submitted should be signed by the authorised signatory.

6.8.2 Financial Bid

The Financial bid must contain, Financial Bid in the format (BOQ.Xls) as given in (**Annexure VIII**) on the bidders printed letter head along with Financial bid covering letter (**Annexure IX**). No price / rate variation / adjustment or any other escalation will be entertained during the execution of the project.

6.9 General

- a. Bids once submitted cannot be amended after closing date.
- b. Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected.
- c. The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency without written consent of the Bureau.
- d. Bids will be opened, in the presence of Bidder’s representatives (One representative from each bidder).
- e. It is absolutely essential for the bidder to quote the lowest price at the time of making the bid in its own interest. In the event the Bureau is not satisfied with the Price Discovery in this process, the Bureau reserves the right to initiate the tendering process again through Limited or Open tender.

- f. The Bureau shall be under no obligation to accept the lowest or any other offer received in response to this bid notice, and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

6.10 Clarification and Amendment in the RFP Document

- (a) From the time the bids are opened to the time the contract is awarded, the agencies should not contact the Bureau except for seeking clarification, which shall be through the e- procurement portal. Any effort by the agencies to influence the Bureau in the evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the Bidder's bid.
- (b) Bidder who needs any clarification during pre-bid meeting on any aspect of the RFP document must upload the queries in below mentioned format on E-procurement portal before the last date of submission of bid.

RFP for 'Appointment of Agency for "Scrutiny / Verification of Documents for the operation of 'Self Declaration of Conformity' under Conformity Assessment Scheme"

Ref. No.

Dated _____

Name of Bidder _____

Table 5: Query Format

Sl.No	Page No. of RFP	Section	Clause	RFP Statement	Query	Response/ Clarification

- (c) The Bureau will discussed the queries raised in the Pre Bid Meeting. Should the Bureau deem it necessary to amend the RFP as a result of a clarification, it will do so following the procedure below.
- (d) At any time before the submission of bids, the Bureau may amend the RFP document by issuing an addendum/corrigendum by announcing it through e-procurement portal and its website. The addendum/corrigendum will be binding on all the agencies. To give the Bidder reasonable time in which to take an amendment into account in their proposal, the Bureau may, if the amendment is substantial, extend the deadline for the submission of Proposals.

6.11 Pre-Bid Meeting

The pre-bid meeting will be convened at Bureau of Indian Standard, New Delhi. This meeting may be attended by the authorized representative(s) of the Prospective Bidders.

SECTION C

7 METHOD OF EVALUATION AND AWARD OF CONTRACT

Evaluation of bid will be carried out based on technical bid and financial bid (LCS). Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids, failing which the bids are liable for rejection.

A duly constituted *Evaluation Committee* will scrutinize and evaluate the bids for selection of the Bidder.

7.1 Criteria for Evaluation of Technical bid

The evaluation of the Technical bids, which meet the minimum criteria will be carried out in the following manner:

Table 6: Criteria for Evaluation of Technical bid

Sl. No.	Criteria	Sub Criteria	Marks
1	Relevant Project Experience	<p>Work related to Scrutiny /Verification / application/ services based on specified norms.</p> <p>This will include quality of the work (based on firm size, volume of work, outreach of project – Govt./State/National, Clientele – Govt./Private):</p> <p><i>** Self Declaration of projects completed in the last 7 years, signed by authorized signatory and Project Completion certificate or any other relevant document as evidence to be submitted with the proposal.</i></p> <p>(3+ year to 4 years) - 10 marks (4+ years to 5 years) – 20 marks (5+ years to 7 years) – 30 marks (7+ years) – 35 marks</p>	35
2	Infrastructure/Facilities	<p>Dedicated workspace with updated systems and software:</p> <p><i>**Software license and internet bill to be submitted with the proposal.</i></p>	30

		(Windows 8.1 with 5+ Mbps Internet Speed) – 15 Marks (Windows 10 with 20+ Mbps Internet Speed) – 30 Marks	
3	Competence of Proposed Manpower	Engineering graduates of specified discipline with experience of: <i>** CVs to be submitted with the proposal.</i> (6+ months to 1 year) – 15 marks (1+ year to 2 years) – 25 marks (2+ years) – 35 marks	35
		TOTAL	100

The Technical Proposal will be evaluated on the basis of the detailed criteria and weightage mentioned above. Only those bidders who will score 70 marks or more out of 100 for the technical proposal shall qualify for financial evaluation.

7.2 Financial bid

The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1, and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

In financial bid, if there is tie between two or more technically qualified bidder then contract shall be awarded whoever has scored highest technical marks. If technical marks are identical then contract shall be awarded to them who have highest relevant project experience. If the marks are yet identical, then the bidder securing more marks in Infrastructure/Facilities (Table 6. Sl no 2) shall be ranked as L-1.

The committee will put up a report on financial evaluation of the technically qualified Bidder to the competent authority along with the recommendation that the least cost proposal (L- 1) can be approved for final award of contract.

SECTION D

8. GENERAL TERMS AND CONDITIONS

8.1. Appointment related Terms and Conditions

8.1.1 Validity of Appointment: The appointment period will be for 5 (Five) years subject to satisfactory performance. It may be further extended for additional 5 (Five) years based upon evaluation of performance. The contract value (exclusive of GST) will be increased for every extension of the term of this contract to an amount calculated by multiplication of the then current Price by a fraction, the denominator of which is the Consumer Price Index (CPI) current one year previously and the numerator of which is the then current CPI.

In case of extension of contract period, appointed agency shall have to agree the Terms, Conditions, and payment as decided by the Bureau.

The effective date of appointment shall be from the date of grant of appointment. In an event where the Agency wants to end the contract with the client before the validity expires, a 3 (three) month advance notice should be given to the client.

8.1.2 Suspension

An Agency would be liable to be suspended for 2 months under the following scenarios:

- a) In the event the appointed agency discontinues its operation for a period of more than 10 days.
- b) Any non-compliance to the terms and conditions agreed.
- c) Failure to cooperate with the Bureau.
- d) Non-conformities observed during the ongoing evaluation.
- e) Any misuse or malpractice by the Agency.
- f) Non satisfactory performance

8.1.3 Termination of Appointment

Services of the Agency may be terminated any time during the appointment period by the Competent Authority by giving 3 (three) months advance notice for any of the following reasons:

- a) If the Agency surrenders appointment.
- b) If the suspension exceeds 2 months.
- c) If the Agency does not carry out the activities as expected and does not take corrective steps to improve as advised.

- d) If the Agency is found to be violating the Conflict of Interest, Non-Competition and Confidentiality Statement as per **Annexure X(a)**.
- e) If the Agency does not maintain adequate secrecy, and data protection pertaining to the clients or the Bureau information or data (applicant or licence).
- f) If the Agency or its personnel are found to be not free from any commercial, financial or other pressures which might influence their technical judgment.
- g) If the Agency is found indulging in any unethical practices or unhealthy competitive practices.
- h) If the Agency is found violating any of the terms and conditions of appointment, and does not comply with the undertaking/declaration given along with the application.
- i) A notice for Termination of Appointment will be given to the Agency, with provision of show-cause to explain as to why such proposed action may not be taken against the Agency. In case of non-receipt of a written explanation within a period of twenty one days from the date of issue of the notice or if the reply is found unsatisfactory or if the cause(s) extended at the time of show-cause is not acceptable to the Competent Authority, the appointment will be terminated. Agency once terminated by the client for any reason, cannot reapply for appointment of Agency for "Scrutiny / Verification of Documents operation of self-declaration of conformity.
- j) The Bureau reserves right to terminate the contract with appointed agency without assigning any reason.
- k) Performance Security of the agency shall be forfeited if the contract is terminated because of reasons mentioned above clause 8.1.3 (a to h). However, in case of termination without assigning any reason, the performance security shall not be forfeited.

8.2. Code of conduct - It is the objective of the Bureau to obtain the best services possible by giving fair and impartial consideration to all Applicants invited to accept RFP for submitting a response. Every potential respondent will be considered on fair and equal basis.

8.3. Penalty - Not adhering to specified timelines and/or substantial error(s) made during the engagement will attract a penalty.

Table 6: Details of Penalty

Sl. no	Process Defect	Penalty	
		Time Delay	Penalty
1	Time Delay (calculated for all processes on every three months average or for 500 assignments, whichever is less)		
		5-10 %	7%*
		11-20 %	20%*
		Above 20 %	30%* + Warning and Liable for Termination

		*(Penalty will be calculated on the cumulative amount of last 3 months billed or total amount of maximum 500 assignments, whichever is less)
2	Not more than 5 processes where time delay is beyond 20%	Warning and penalty as given in Sl. No. 1
3	Errors in random checking by stakeholder (5% of the number of services completed in 3 months)	Same as Sl. No. 3
4	Repeated errors mentioned above in Sl. No. 3.	Liable for Termination
5	Violation of other terms other than time norm or unethical practice	Liable for Termination + Sl. No. 2
6	Data breach	Liable for Termination + Sl. No. 2

Note: Penalty will be subject to TAT (Turn-Around-Time) decided by the panel. Panel shall have 4 (four) members: 1) DDG Registration, 2) Head Registration, 3) Nominee as decided by DDG Certification and 4) Representative from the Agency.

8.4. Training and Qualifying Exam – Resources deployed for 20 Desk in appointed Agency meeting the criteria shall undergo an induction training (and refresher training as per the Bureau directions). Declared resources shall undergo a training, and need to qualify an exam for becoming a resource for the agency. The charges applicable, if any, for the initial/refresher training by National Institute of Training for Standardization, shall be borne by the Bureau only. Post-training of the resources appointed on the 20 desks, the appointed agency is required to have a 'Master Trainer' (required to attend the primary training), who will be responsible to train additional resources, which may either arise from attrition or increase in the number of desks.

8.5. Payment - Invoices shall be raised "*monthly or 500 assignments completed*", whichever is earlier and accordingly payment would be processed.

8.6. Conflict of Interest

The Agency is required to provide professional, objective and impartial advice and at all times hold the Bureau's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

Without limitation on the generality of the foregoing, Agency, and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below:

- a) **Conflicting Activities:** An Agency shortlisted for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

- b) **Conflicting Assignment/job:** An Agency shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another client.
- c) Any other activity as mentioned in (*Annexure X (a)*) and (*Annexure X (b)*).

Agency has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bureau, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the Bureau comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

8.7 Non-disclosure:

All the Bureau's product and process details, documents, data, applications, software, systems, papers, statements and business/ customer information, (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of Agency and /or its employees during the course of discharging their obligations shall be treated as absolutely confidential and Agency and its employees shall keep the same secret and confidential and not disclose it, in whole or in part to any third party without the prior written permission of the Bureau nor shall use or allow to be used any information other than as may be necessary for the due performance by Agency of its obligations. Agency shall indemnify and keep the Bureau indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by Agency and/or its employees and shall immediately reimburse and pay to the Bureau on demand.

8.8 Settlement of Dispute – In case of any dispute that cannot be resolved amicably, it 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 (Client and Agency). The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable

8.9 Contingency Plan

The Agency should have credible contingency plan to effectively handle crisis and emergencies so as to maintain the timelines and quality of work.

8.10 Competent authority's right to vary items/activities

The Bureau shall have rights to reasonably vary the scope of work described in Section A Table no. 3 (SCOPE OF WORK AND DELIVERABLES) during the appointment period and the Agency shall be bound to provide effect to such revisions in his deliverables without any extra cost.

8.11 Labour Laws and Safety Measures

Agency shall comply with all the provisions of labour law, related legislation acts as enacted by Government from time to time and in case of any prosecution /penalty, consortium shall be liable for it. Agency shall be liable for payments of duties viz. P.F etc. including any compensation payable under Workmen Compensation Act. The Bureau shall have no responsibility or financial or other liabilities towards professional employed by agencies. Agency will take all safety measures / precautions during the work.

8.12 Governing Law and Jurisdiction

The Hon'ble courts at Delhi alone shall have the jurisdiction to try and decide the lawsuit arising out of this agreement.

8.13 Insurance and Medical

It is the responsibility of the agencies to insure their staff and equipment against any exigency that may occur at site. Agency will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. The Bureau shall not be responsible for any such damages. Medical facilities (as per law) for professional, including insurance of the professional onsite will be provided by the agencies.

8.14 Bribery and Corruption

Agency are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

8.15 Prevention of Harassment to Women Employees

The Agency shall adhere to provide protection against sexual harassment of women at workplace and put in place appropriate procedures for the prevention and redressal of complaints relating to sexual harassment and for matters connected therewith or incidental thereto as per the extant laws. The Agency shall indemnify the Bureau against any claims made by any employee in all such matters.

8.16 Limitations of Liability

Notwithstanding any other term contained in this Agreement, the total cumulative liability of each party under the terms of this Agreement shall not exceed the total payment actually received by successful bidder for the services. Service that gives rise to such liability during the contract period immediately preceding such claim and in no event shall each party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of this Agreement, even if that party was advised about the possibility of the same.

8.17 Rejection of Bids which are Outliers

Rejection of all or any Bids would be considered when

- a. Effective competition is lacking.
- b. All Bids are not substantially responsive to the requirements of the Procurement Documents.
- c. Bids prices are substantially higher than the cost estimated or available budget; or
- d. None of the Technical bids meet the minimum Technical qualifying score.

8.18 Other Terms and conditions: Any situation not covered under the scheme, will be considered by the Bureau and the decision of the Bureau would be final. Further, the appointed Agency will also agree to the following Terms and Conditions:

- a. Agency should have minimum 20 Desks. The Bureau shall in writing communicate the requirement to the agency and the agency shall increase or decrease the number of Desk within 15 calendar days of written communication. Payment shall be increased or decreased proportionately if number of desks are changed.
- b. The appointed agency will not change the technical manpower and major infrastructure, which were deployed at the time of appointment without consent and approval of the Bureau. Any changes in trained and approved personnel shall be intimated to the Bureau. New personnel only with approval and training of the Bureau shall be deployed.
- c. Agency shall disclose any changes to infrastructure declared earlier to the Bureau within one month of such change.
- d. The deployed technical manpower should not be without the training and approval of the Bureau.
- e. A report containing details about the work assigned, completed and pending, change in trained and approved technical manpower during the month shall be submitted to the Bureau by 05th of every month.
- f. Agency shall not subcontract the work without prior intimation/approval.
- g. Agency shall maintain confidentiality.
- h. Agency shall not engage an activity which is directly or indirectly in breach of the conflict of interest agreement.
- i. The Bureau may carry out special audit for verification of the agency and its resources before/after/during award of the contract.
- j. Agency shall always extend all co-operation for inspection of the premises and verification of documents as well as verification of resources
- k. Agency shall comply with time norms as well as quality parameters for completion of the work assigned by the Bureau.
- l. If error is found Penalty will be imposed as per Penalty clause mentioned in Section D, Table no 6. No additional payment will be made for correction of error. Penalty may be waived

under special circumstances under the approval of Director General, Bureau of India Standards.

- m. Any complaint brought to their notice shall be investigated by the Agency and the Bureau to be informed of the corrective and preventive actions taken.
- n. Agency shall pay fee/dues (If any) to the Bureau in time.
- o. During suspension, Agency shall not claim or carry out any activity related to scope of work.
- p. Agency shall not enter into any unethical or unfair trade practice(s).
- q. Agency shall maintain the integrity of Test reports and shall not tamper with the documents, data and software.
- r. Access to the Bureau portal (with limited rights) for work execution will be given by the Bureau post agreement.
- s. Amount of work assigned to the agency will be in accordance with the volume of applications received by the Bureau, and the capacity presented by the bidder at the time of appointment.
- t. Agency should have flexibility to increase or decrease the resources as mutually agreed with the Bureau from time to time.
- u. In case of attrition of manpower of the appointed agency, it is expected that the agency has necessary backups available immediately for evaluation by the Bureau, along with a prior intimation. The attrition rate should not be more than 15% in 6 months, a penalty of 1% of the contract value will be levied. New personnel will be subjected to the same terms and condition as stated in clause 8.4.
- v. All communications from appointed agency shall be done through our portal. Appointed Agency should adapt themselves for any changes.
- w. Bidder shall execute the agreement within 30 days of the award of work.
- x. Following documents shall form part of the Contract :
 - i) RFP
 - ii) The Agreement,
 - iii) Minutes of Pre-bid meeting, clarifications,
 - iv) Terms and conditions of the contract
 - v) Letter of acceptance
 - vi) Any other correspondence exchanged between the parties in connection with the contract, and
 - vii) The Agency's offer

ANNEXURE I

List of Indian Standard** number and related discipline

Indian Standard** number	Related discipline required for Technical resources
IS 616	Related subjects for technical resources (Electronics and Communication, Computer , IT, Electronics, Electrical)
IS 13252(Part 1)	
IS 15885(Part 2/Sec 13)	
IS 16333 (Part 3)	
IS 302-2-26	
IS 302-2-25	
IS 16102(Part 1)	
IS 10322(Part 5/Sec 1)	
IS 16242(Part 1)	
IS 16046	
IS 10322 (Part 5/Section 2)	
IS 10322 (Part 5/Section 3)	
IS 10322 (Part 5/Section 6)	
IS 10322 (Part 5/Section 7)	
IS 10322 (Part 5/Section 8)	
IS 302 (Part 1)	
IS 16046 (Part 1)	
IS 16046 (Part 2)	
IS 14286	
IS 16077	
IS/IEC 61730 (Part 1)	
IS/IEC 61730 (Part 2)	
IS 16221 (Part 1)	
IS 16221 (Part 2)	
IS 16169	
IS 16270	

* Indian Standards and related disciplines are subject to change. Changes will be notified at least 30 days in advance

** Textile Standards to be added.

ANNEXURE-II

Eligibility Criteria Declaration

(To be given on the Company's Letter Head)

Date

Scientist G & DDG (MSC & Registration)
Bureau of Indian Standards
Manak Bhawan
9 Bahadur Shah Zafar Marg New Delhi – 110 002, India

SUB: RFP for Appointment of Agency for "Scrutiny / Verification of Documents for the operation of 'Self Declaration of Conformity' under Conformity Assessment Scheme"

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sl. No.	Minimum Eligibility Criteria	Evidence
1	Registered as a legal entity in India with at least 3 years of operation ending 31 st March 2018.	Valid document such as Registration Certificate/ Incorporation Certificate/ MSME Certificate
2	Bidder shall not be blacklisted by any of the State Government, Central Government organizations, PSU or NASSCOM.	Self-Declaration on letter head (Annexure III)
3	Not found guilty of any criminal offence by any Court of law.	Self-Declaration on letter head (Annexure III)
4	Goods & Service Tax (GST) Registration Number	Copy of valid Registration Certificate
5	PAN No	Copy of PAN card
6	Has not been a part or associated with the Bureau's recognised testing laboratories, any conformity assessment bodies or consulting/training bodies or supporting organizations to any foreign/domestic organization supplying products covered under self-declaration of conformity.	Self-Declaration on letter head (Annexure III)
7	Annual turnover of at least Rupees 2 Crore in the each of the last 2 years in Business Process Outsourcing (BPO) or related activities ending 31-March-18.	CA certificate showing turnover for last 2 years

8	Minimum infrastructure facilities such as computers (each per resource proposed), related software, power back up resources, adequate internet bandwidth, Data security, CCTV(at least 1 month backup of recordings),security arrangements etc.	Self-Declaration of facilities available on letter head (Annexure III)
9	Have necessary access control mechanisms for restricting unauthorized entry in the area of work.	Self-Declaration on letter head (Annexure III)
10	All employees involved in the work shall sign the <i>Confidentiality Undertaking</i> on Rs. 10 Stamp paper that they are not involved in any other activity such as laboratory, training, consultancy, testing, sampling, surveillance related to self-declaration of conformity.	Self-Declaration on letter head (Annexure III)
11	Bidder or its personnel shall not be involved with manufacturing organizations or dealing with products covered under self-declaration of conformity.	Self-Declaration on letter head (Annexure III)
12	Minimum 20 Graduate Engineers of specified disciplines	CV's (Curriculum Vitae) of the Engineer

We confirm that the all information provided by us is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Signature with Seal

Date:

Name :

Designation:

ANNEXURE III

Self-Declaration

Date

Scientist G & DDG (MSC & Registration)

Bureau of Indian standards

Manak Bhawan

9 Bahadur Shah Zafar Marg New Delhi – 110 002, India

SUB: RFP for *Appointment of Agency for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme”*

I/we hereby declare that we have not been a part or associated with the Bureau recognised testing laboratories, certification bodies or consulting bodies, training bodies or supporting organizations to any foreign organization supplying products covered under self-declaration of conformity.

I/we hereby declare that we have minimum infrastructure facilities such as **Computers** (each per resource proposed), related **Software**, power back up resources, adequate internet bandwidth, Data security, CCTV(at least 1 month backup of recordings) etc.

I/we hereby declare that we have necessary access control mechanisms for restricting unauthorized entry in the area of work.

I/we hereby declare our firm/company or our personnel shall not be involved with manufacturing organizations supplying products to India in any way.

I/we hereby declare that our firm/company has not been blacklisted by any of the State Government, Central Government organizations, PSU or NASSCOM.

I/we hereby declare that our firm/company has not been found guilty of any criminal offence by any Court of Law.

I/we hereby declare that our Employees involved in the work shall sign the confidentiality undertaking on Rs. 10 Stamp paper that they shall not be involved in other activity such as laboratory, training, consultancy, testing, sampling, surveillance related to self-declaration of conformity.

Date the day of 201

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

ANNEXURE IV

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

Registration

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

Searching For Tender Documents

- a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective “My

Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document

- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

Preparation of Bids

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or, “Other Important Documents” area available to them to upload such documents and keep it as a repository.
- e. Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

Submission of Bids

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as “offline” to pay the tender fee/Bid Security as applicable and enter details of the instrument.
- d. Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be posted/ couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- i. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462.

ANNEXURE V

Covering Letter for Submission of Technical Bid

(To be given on the Company's Letter Head)

Date:

Scientist G & DDG (MSC & Registration)
Manak Bhawan Bureau of Indian Standards,
9, Bahadur Shah Zafar Marg, Delhi – 110002.

Sir/Madam,

We are hereby submitting our Technical bid, sealed under envelope. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept lowest or any bid you receive.

Dated this.....Day of.....2019

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder.

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

ANNEXURE VI

Agreement

(To be executed on a stamp/e-stamp paper of ₹ 100/-)

This agreement made on thisthe day of 201 between M/s_____ (Name and Address of the Agency) (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 the Bureau of Indian Standards, 9-Bhadurshah Zafar Marg, New Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other part. Whereas the Agency is a service provider (Details of business) and whereas the Bureau is a body corporate, enacted by Parliament. The Bureau intends to Appoint an Agency for "Scrutiny / Verification of Documents for the operation of 'Self Declaration of Conformity' under Conformity Assessment Scheme" therefore, invited bids through Open Tender dated _____ whereas the Agency (successful bidder) submitted his 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 _____. The Agency is agree to maintain the minimum eligibility criteria, agree to the penalty clause, and follow the Terms and conditions of appointment and operational guidelines as issued by the Bureau from time to time. Both the parties hereto agree to abide the terms and conditions as mentioned in the RFP.

THE PARTIES TO THE AGREEMENT

For the Appointed Agency

Name:

Address:

For Bureau of Indian Standards

Manak Bhavan

9 Bahadur Shah Zafar Marg

New Delhi - 110 002

Signature:

Name:

(BLOCK LETTERS)

Signature:

Name:

(BLOCK LETTERS)

Position:

Date:

Seal of the Firm/Company

Witness:

(Signature)

Name of Witness _____

Address _____

Date:

Seal of the Bureau

Witness:

(Signature)

Name of Witness _____

Address _____

ANNEXURE VII

(To be signed attached with the Agreement document)

Technical Proposal Submission Format

Name	
Address	
Contact Details: (i) Mobile/Landline (ii) Email	
Document Checklist:	Tick (✓) if attached
Covering Letter	
Bid Security (Exempted for Micro and Small Enterprises & Start-ups).	
Name, designation and contact details of Authorised Project Manager (who will be the Single Point Of Contact) of this project	
Document establishing Legal Entity of Bidder	
Experience Certificate	
Details of Infrastructure facilities.	
Qualification and experience of technical persons to be deployed	
CVs of proposed manpower	
All Undertakings/Declarations mentioned in RFP and any other document specified in RFP	

Signature: _____

Name: _____

(BLOCK LETTERS)

Designation:

*** Please self-attest each page.*

ANNEXURE VIII

Financial Proposal Submission Format

Tender Inviting Authority: Bureau of Indian Standards

Name of work: Appointment of Agency for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme”

Contact No.

Name of the Bidder/Bidding Firm/Company				
<u>PRICE SCHEDULE</u>				
This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling up the relevant columns, else the bidder is liable to be rejected for this Bid. Bidder are allow to enter Bidder name and values only.				
Sl. No	Item Description	BASIC RATE (Fees quoted exclusive of taxes) Rs P	TOTAL AMOUNT without taxes in Rs P	TOTAL AMOUNT in words
1.	Appointment of Agency for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme”	Bid for 1 Desk	0.00	INR Zero Only

ANNEXURE IX

Covering Letter for Submission of Financial Bid

Date
Scientist G & DDG (MSC & Registration)
Bureau of Indian Standards
Manak Bhawan
9 Bahadur Shah Zafar Marg New Delhi – 110 002, India

SUB: RFP for **Appointment of Agency for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme”**

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for “Appointment of Agency for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme”” to meet such requirements and provide such services as required and set out in the RFP document

To meet such requirements and to provide Agency services as set out in the RFP document, we attach hereto the Financial Proposal as per ANNEXURE (VIII) sealed under envelop - as required by the RFP document - which constitutes our proposal.

If our proposal is accepted, we will submit a performance security to the the Bureau for a sum equivalent to Rs. 10% of the assessed contract value based on the prices quoted in our financial proposal. Our financial Proposal shall be binding upon us, up to expiration of the validity period of the Contract.

We agree that you are not bound to accept the lowest or any RFP response you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this.....Day of.....201

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder.

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

ANNEXURE X (a)

Conflict of Interest, non-competition and confidentiality statement

I, the undersigned, a representative of the Firm/company for “Scrutiny / Verification of Documents for the operation of ‘Self Declaration of Conformity’ under Conformity Assessment Scheme” will perform the scope as decided, under the guidelines, procedures and requirements provided by Bureau of Indian Standards.

Further, for the appointment of the firm/company, state as follows:

I will not engage in any competing practices during the appointment, acquire any financial interest, direct or indirect, in any proposer that would conflict in any manner or degree with my appointment responsibilities.

Neither members of management of our Firm/company nor any employee of the our Firm/company shall, in any way, act as authorized Indian representative for any foreign manufacturer under the Foreign Manufacturers’ Certification Scheme and / or Compulsory Registration Scheme/ any other Conformity assessment scheme of the Bureau.

Family members of management of our Firm/company or sister unit of I our Firm/company are not acting as authorised Indian representative for any foreign manufacturer under the Foreign Manufacturer's Certification Scheme and/or Compulsory Registration Scheme/ any other conformity assessment scheme of the Bureau and if at any time in future family members of management of our Firm/company or sister unit of our Firm/company poses any risk to impartiality as stated above, we shall inform the Bureau about the identified risks.

I am aware that this appointment will involve my knowledge of official information and possible proposer commercial information not publicly known. I agree not to disclose any information gained during the course of my appointment to any person, except to other the Bureau employees who may in the normal course of business have a need for such information.

I have read this document and understand my obligations as explained herein. I further understand that I must advise Bureau of Indian Standards if a conflict currently exists or arises during my term of service as an appointed agency. I understand that Agency would be responsible to ensure that employees involved in the work shall maintain confidentiality, uphold the integrity of data and that they shall not be involved in other activity such as laboratory, training, consultancy, testing, sampling, surveillance related to self-declaration of conformity.

I further understand that I must sign and deliver this statement to Bureau of Indian Standards prior along with the application.

Date the day of 2018

Representative Signature: _____

Representative Name : _____

Title: _____

Date: _____

ANNEXURE- X (b)

Integrity Pact

"The Bureau" and "The Agency" 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 Bureau. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

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

Section 1- Commitments of the Bureau.

1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a contract, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Agency the same information and will not provide to any Agency confidential/additional information through which the Agency could obtain an advantage in relation to the process or the contract execution.
 - (c) The Bureau will exclude from the process all known prejudiced persons.
2. If the Bureau 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, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Agency

1. The Agency 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 Agency will not, directly or through any other persons or firm, offer promise or give to any of the Bureau'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 of any kind whatsoever before/during the bid process or before/during the execution of the contract.

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

(d) The Agency 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 Agency 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

1. If the Agency , 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, the Bureau is entitled to disqualify the Agency from the bid process or take action as per the related provisions of this RFP document.

Section 4: Compensation for Damages

1. If the Bureau has disqualified the Agency from the bid process prior to the award according to Section 3, the Bureau is entitled to demand and recover the damages equivalent to Bid Security

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

Section 5: Previous Transgression

2. The Firm/company declares that no previous transgressions occurred in the last three years with any Government Organization or PSU that could justify his exclusion from the bid process.

3. If the Agency makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the related provisions of this RFP document.

THE PARTIES TO THE AGREEMENT

For the Appointed Agency

Name:

Address:

Signature:

Name:

(BLOCK LETTERS)

Position:

Date:

For Bureau of Indian Standards

Manak Bhavan

9 Bahadur Shah Zafar Marg

New Delhi - 110 002

Signature:

Name:

(BLOCK LETTERS)

Date:

ANNEXURE- XI

Quantum of work performed during the period 16 Jul 2018 to 15 Oct 2018

Sl. no	Activity	Quantity of Services (for the period 16 Jul 2018 to 15 Oct 2018)
1	Scrutiny of Applications (Application with all related documents including one test report)	1739
2	Scrutiny of inclusions(Including one test report)	2048
3	Verification each additional Test Report	2051
4	Authorized Indian Representative (AIR) – Change in AIR.	237
5	Change in the name of the company or change in the address etc.	10
6	Correction requests - Verification of Correction request in portal/ letters/documents	63
7	Critical Component List (CCL) Updation/validation through scrutiny of test reports	457
8	Renewal process – Scrutiny of documents for renewal of Licence	458
9	Revision/amendment/withdrawal of Standard(s) - Scrutiny of, Test report verification for revision of Standard(s), Test report verification for Amendment to Standard(s).	102
10	Model Updation /Withdrawal /Deletions	16
	Total	7,181

- *Tatkaal Application/Inclusion up to 10% of specified volume*

ANNEXURE XII

Details for online submission of bid security and performance security

DETAILS REQUIRED FOR RTGS/NEFT TRANSFER		
1	Name of Beneficiary	BUREAU OF INDIAN STANDARDS
2	Address of Beneficiary	Bureau of Indian Standards Manak Bhavan Bahadur Shah Zafar Marg Pin code - 110002
3	Name of Beneficiary's Bank	Syndicate Bank
4	Address of Beneficiary's Bank	Bureau of Indian Standards Manak Bhavan Bahadur Shah Zafar Marg Pin code - 110002
5	Beneficiary Bank's IFSC Code (Mandatory 11 characters)	SYNB0009084
6	Account No. of Beneficiary	90841010000018
7	Beneficiary Bank's(IFSC) for NEFT/RTGS	SYNB0009084
8	Email ID	dac@bis.gov.in
9	PAN Number	AAATB0431G
10	TAN Number	DELB01427G
11	GST No.	07AAATB0431G1ZD
12	Service Tax Reg. No.	AAATB0431GST018