



BUREAU OF INDIAN STANDARDS
VISAKHAPATNAM BRANCH OFFICE
I Floor, C-Block, VUDA Complex, Siripuram Junction,
Visakhapatnam – 530003
Telephone : 0891 – 2712833
Fax: 0891 – 2712837

Invites
EXPRESSION OF INTEREST

Bureau of Indian Standards (BIS) is an autonomous body functioning under 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 products and services.

BIS intends to out source part of its Enforcement Activity to strengthen its drive against misuse of BIS Standard Mark for which it requires services of specialized agencies. Bids are invited for the districts of West Godavari, East Godavari, Khammam, Visakhapatnam, Vizianagaram, Srikakulam of Andhra Pradesh State and Yanam (U.T. of Pondicherry).

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 envelope which should also be sealed and submitted to the Scientist F & Head at the above address latest by 18 September 2008 at 1500 h. Clear indication 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 representative as may like to be present at 1530 h 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 this office at the above address on any working day between 1000h to 1700h.

A briefing session on the scope of the work under E.O.I. will be held on 11 September 2008 at 1530 h in this office for the agencies interested to file the bid (parties may please ascertain over phone one day before)

**Scientist F &
Head**

Terms & condition for outsourcing of Enforcement activities.

- I. The Scope of the outsourcing of enforcement activities shall cover following aspects:
 - i) a) Activities - Collection of information about misuse of BIS Standard Mark ([B] Mark), discreet investigation, collection of prima facie evidences, assisting in raid and assist in collection of all evidences 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 actually misusing and not holding any BIS licence. Some examples of misuse of ISI Mark is given at Annexure 'A'
- III. The documentary evidences required essentially for successful prosecution are as follows:
 - i) Proof of ownership/proprietorship/partnership.
 - ii) Correct name and addresses of the offender.
 - iii) Location/address of the premises.
 - iv) Whether premises is rented or owned by offender,
 - v) Registration of the firm.
 - vi) Photographs.
 - vii) 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 be appointed for single/multiple locations on the basis of its infrastructure as decided by BIS.
- V. The agency shall have atleast three years (the period of experience may be decided by DDGRIHOB depending on the merit of the situation)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 Performa at 5.4.
- F. 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 year.
- IX. The empanelled agencies 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, they have to get the confirmation of the same as well as collection of evidence and inform the concerned BO.

- XIII. **The bid should be submitted along with Earnest Money of Rs 5,000/- (Rupees Five Thousands only) by Demand Draft to be drawn in favour of Bureau of Indian Standards, Chennai.** The said amount shall be refunded in the event of non-acceptance of the Quotations. The Quotations of such Tenderer who do not submit the Earnest Money shall be rejected. Cheque shall not be accepted. No interest shall be payable on earnest Money.. The price bid should indicate the amount the agency will charge for a single raid leading to successful 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 raid indicated by the agency will be paid to them.
- XIV. An agreement will be signed by DDG (Region)/ Head of Branch with empanelled agency for each location under their jurisdiction.
- XV. 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 of similar nature, BIS may terminate the agreement between the Agency and BIS.
- XVI. 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.
- XVII. For any dispute between BIS and the empanelled agency, Director General, BIS shall appoint sole arbitrator. Also, if required, **State/Union Territory courts will be the jurisdiction for such disputes.**
- XVIII. The contract with the agency would be initially for a period of one year, which may be extended further for a period of one year or less depending on performance of the agency judged by the BIS Authorities.
- XIX. The agency should clearly indicate which location/multiple locations, it is willing to undertake.
- T. The empanelled agency will be required to give the Bank Guarantee as Performance Security at the time of signing agreement as specified by BIS.
- XXI. The BIS reserves the right to accept or reject any or all the tenders in whole or in part without assigning any reasons.

XXII. 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 along with the bid. In case, the absence of such requisite documents, BIS reserves to reject the bid without any reference to the bidders.

5.3 Format for Application - Technical Bid

1.	Location applied for
2.	Bidders Profile
3.	Power of Attorney for authorized signatory
3.	Details of the Bidders infrastructure with manpower available (enclose supporting documents)
4.	Contact person with Designation
5.	Contact telephone numbers and Fax Number
6.	e-mail address
7.	Current scope of work
8.	Current operational area of work
9.	Registration with Government Bodies (enclose supporting documents)
10.	Declaration that bidder has not banned or de-listed
11.	Bidder's experience in intelligence collection, organizing raids and prosecution of cases as per proforma given at 5.4.
12.	Any other valid enlistment with any Government organization for similar work (enclose supporting documents).
13.	Annual turnover for the last three years (enclose supporting documents)
14.	Any other credential in the subject area (enclose supporting documents)
15.	Acceptance of terms and condition
16.	Any other information

5.4 Bidder's experience

51. No.	Experience in collecting evidence, organizing raids and prosecution of cases	Name of the company <i>J</i> Govt organization	Contract Number & Year of contract	Total value of contract
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Signature of the

Authorized signatory Name

Designation

Office Stamp

5.5 An ideal Agreement Deed to be signed with OSA

1. This DEED OF AGREEMENT made this the twenty first 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 Activities of the FIRST PARTY as empowered under BIS Act, 1986 at the location (State *I* Area of jurisdiction of BO) having Branch / Regional office at (Branch *I* 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 WITNESSETH 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 (ISI 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 and not holding any BIS licence.
9. The above mentioned assignments have to 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 be 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 with a copy to Enforcement Officer at Regional Office in the desired 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 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 of similar nature, 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 Le. from (period), which may be extended further for a period of one year or less based on the performance of the Second Party.
21. The Second Party shall deposit the Bank Guarantee as Performance Security for performing the work assigned to them. (the percentage of amount to be decided by the DDGR / Head of the Branch Office as per GFR Rule 158) (Proforma for Bank Guarantee is given at 5.6) with the First Party. The Bank Guarantee will remain with First Party during the agreement period.

22. The Second Party shall be paid an amount of (amount to be indicated which has been finalized after having discussions) 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 I HOB)
(Representative of First Party)

(Name and designation)
(Representative of Second Party)

In presence of witnesses:

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5.6 Performa 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 ROIBO)

Dear Sirs,

In consideration of the BIS, (Address of the ROIBO) (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) of the Contract Prices as aforesaid at any time upto _____ without a reference to the OSA. Any such demand made by OWNER on bank shall be inclusive and binding not withstanding 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 or 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 Guarantee is 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 200 .

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)

(NAME)

STAMP

(OFFICIAL

SEAL) per

(SIGNATURE)

BANK

RUBBER

(NAME)

Designation with bank stamp Plus Attorney as
Power Of Attorney/ Resolution Board of
Directors

Date:

