

TEXT OF ADVERTISEMENT FOR TENDER

BUREAU OF INDIAN STANDARDS

Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110 002

Web :<http://www.bis.org.in>

Tender Notice for Outsourcing of work relating to WTO-TBT Enquiry Point.

BIS is the WTO TBT Enquiry Point of India. The responsibilities of WTO TBT Enquiry Point include answering enquiries on standards, technical regulations and conformity assessment procedures and also disseminating TBT Notifications of WTO member countries to Indian stakeholders. To execute the above responsibilities, BIS intends to outsource the activity through an agency which will be responsible for developing, maintaining and operating a web enabled software oriented service for the purpose.

Sealed quotations are invited from reputed organizations for work relating to WTO-TBT Enquiry Point of BIS. Tender documents may be obtained from Head (IR&TISD) by paying a sum of Rs.1000/- (non refundable) in the form of crossed demand draft drawn in favour of Bureau of Indian Standards payable at New Delhi. Tender document can also be downloaded from the BIS web site. Last date for the tender is 1530 h on 29 November 2006.

Head (IR&TISD)

Tel : +91-11-23231082

Our Ref:IR&TISD/WTO-TBT Enquiry Point

Dated : 8 Nov 2006

Subject : Tender for Outsourcing of work relating to WTO-TBT Enquiry Point

Dear Sir,

Bureau of Indian Standards (BIS), the National Standards Body of India, is the WTO-TBT Enquiry Point of India, nominated by Ministry of Commerce and intends to subcontract the work relating to WTO-TBT Enquiry Point.

Tender in two bids is invited by BIS to award the contract. The General Terms and Conditions, Technical Bid including scope of work, and Financial Bid are enclosed. The tender document may be either downloaded from our website www.bis.org.in or may be collected from our office at the above mentioned address on any working day i.e. Monday to Friday, on payment of Rs.1,000/- through Demand Draft in favour of 'Bureau of Indian Standards' payable at New Delhi. Parties which are downloading the tender document from the website of BIS are requested to enclose a Demand Draft for Rs.1,000/- alongwith the Technical Bid of the Tender, as fees of the tender document. Tenderers are requested to quote their most competitive offer for the work related to WTO-TBT Enquiry Point. The offer shall fulfil all terms, conditions and requirements of the tender document including scope of work.

Thanking you,

Yours faithfully,

(C.K. Maheshwari)
Sc.F & H (IR&TISD)

<p>TENDER DOCUMENT FOR OUTSOURCING OF SERVICES FOR OPERATION OF WTO – TBT ENQUIRY POINT-2006</p>

List of Documents :

1. Tender Document : Doc-I
2. Technical Bid: Doc-II
3. Financial Bid : Doc-III



BUREAU OF INDIAN STANDARDS

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

Tel: +91-11-2323 1082, 2323 0342;

Fax: +91-11-2323 9399

Web: <http://www.bis.org.in>

Price: Rs. 1000 /-

(If downloaded from the BIS website, the price of Tender Document should be deposited in the form of a demand draft in favour of “Bureau of Indian Standards” payable at New Delhi along with the Technical bid)



BUREAU OF INDIAN STANDARDS

“ **Manak Bhavan**

9 Bahadur Shah Zafar Marg

New Delhi 110 002

/Tel: +91-11-2323 1082, 2323 0342;

/Fax: +91-11-2323 9399

Web: <http://www.bis.org.in>

**INTERNATIONAL RELATIONS &
TECHNICAL INFORMATION SERVICE DEPARTMENT**

Ref. No. IR&TISD/WTO-TBT Enquiry Point (Tender)

Date: 8 November 2006

**TENDER DOCUMENT FOR OUTSOURCING OF SERVICES FOR OPERATION OF
WTO – TBT ENQUIRY POINT-2006**

Dear Sir/Madam,

1. Sealed item rate tenders for the above work are invited from eligible bidders by the Bureau of Indian Standards upto **1530 h on or before 29 November 2006**. The tenders are to be submitted in three separate envelopes each sealed and clearly identified as indicated below:

- I Envelope No. 1 - Technical Bid
- II Envelope No. 2 - Financial Bid
- III. Envelope No. 3 - Earnest Money

All the envelopes shall be contained in a large envelope superscribed “**TENDER DOCUMENT FOR OUTSOURCING OF SERVICES FOR OPERATION OF WTO – TBT ENQUIRY POINT-2006**”

- The Technical Bid (Envelope No. 1) will be opened on the closing date and time in the presence of such tenderers or their duly authorized representatives as may like to be present.
 - The date and time of opening of Financial Bid (Envelope No. 2) in case of tenderers found eligible in the technical bid shall be intimated separately.
2. Sealed tenders as above shall be addressed to the **Head (IR&TISD), Bureau of Indian Standards, Room # 208, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi** upto **1530 h on 29 November 2006**.

3. The tenders shall be valid for a period of 6 months from the date of opening of the tender.
4. Successful bidder will be required to execute an agreement with BIS within 10 days, draft copy of the agreement is enclosed.
5. As a token of acceptance of all the terms and conditions mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Bids with unsigned documents will be rejected.

General Conditions

1. The Bureau reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted.
2. The Bureau shall not be responsible for delay, loss or non-receipt of a quotation after despatch.
3. The Bureau shall recover TDS and any other taxes, as applicable from time to time, from the bills submitted by the successful bidder.
4. The bidder shall be an agency having an appropriate regular office with requisite infrastructure for the scope and description of the work and will operate from its office premises. Agency shall provide contact details and shall be available during normal working days (Monday to Friday) and working hours (9 a.m to 5.30 p.m).
5. The bidder having familiarity with WTO related work may be preferred.
6. The agency shall deploy a minimum of four persons. The persons should be atleast graduates in Science/Commerce/Economics or Engineering having adequate knowledge of software development and/or domestic and international trade .
7. The bidder shall have sound financial status.
8. BIS or its authorized representatives shall have the right to monitor and inspect the facility and its operation at any time.
9. BIS shall monitor the performance of the agency on quarterly basis.
10. The bidder would visit BIS as and when deemed necessary by BIS. No charges shall be paid for such visits.
11. Individuals are not eligible to apply.
12. The bidders may be required to make a presentation of their capabilities before a Committee.

13. The time norms for the activities undertaken as indicated in Annex 1 and as stipulated by BIS, from time to time, shall be adhered to.
14. BIS shall hold the complete rights over the software and database generated for the work under the contract and the agency shall not have any right/claim on the same. The software (including source code) and database shall be handed over to BIS as and when desired by BIS and on successful completion of the term of the contract or cancellation of the contract.
15. The award of this contract shall not entail the agency to create any direct relationship with BIS or stakeholders, whatsoever, to make any claims towards being the Enquiry Point.
16. The contract will be initially for a period of two years. The contract may be renewed for further periods, at the discretion of BIS and based on satisfactory services provided by the agency.
17. **Commencement of Service:** The job shall be deemed as commenced from the date of award of work.
18. The work shall be carried out as per the schedule annexed vide Annexure I of the draft Agreement enclosed with this tender document.
19. Both the phases indicated in the Annexure I of the draft Agreement will be operative in parallel.

Introduction

The World Trade Organization (WTO) Agreement on Technical Barriers to Trade (TBT) stipulates that each member-country shall ensure that an Enquiry Point exists which is able to answer all reasonable inquiries from other members and interested parties as well as providing the relevant documents concerning standards, technical regulations and conformity assessment procedures.

Bureau of Indian Standards (BIS) is the designated TBT Enquiry Point of India. It provides service to the Indian stakeholders by which the exporters can get, by email, information on the new WTO notifications on technical regulations and conformity assessment procedures. Further, on request, exporters may obtain from the Enquiry Point the complete texts pertaining to WTO notifications on draft technical regulations and conformity assessment procedures issued by any WTO member country. The comments on notified draft technical regulation and conformity assessment procedures may be sent to the Enquiry Point for taking up suitably at WTO through Ministry of Commerce. Notifications and the abstracts of WTO notifications can also be accessed directly from Enquiry Point web-site.

Currently, the Enquiry Point activities/services are being catered to the stakeholders on regular basis and BIS now intends to make these activities/services web-enabled for providing better and efficient services to the stakeholders.

Scope and description of the Work

To establish and operate web enabled WTO Enquiry Point and related activities/services.

The services will consist of the following:

- 1) Development of software for web enabled Enquiry Point covering following modules:
 - a. Creating and managing of a database of Sector wise interested stakeholders in India with identified contact points. Stakeholders may include, among others, Export Promotion Councils, Commodity Boards and other export promotional bodies, industry and trade body associations and various other regulatory / standardization bodies, etc. The module also includes registration of subscribers and handling of associated issues, upgrading and maintaining data bank of stakeholders including subscribers, in the software.
 - b. Downloading the draft TBT notifications of other countries from WTO website. Hosting of TBT Notifications and their abstracts in the BIS website.
 - c. Segregation of TBT notifications Sector wise and correlating the same with internationally accepted system under WTO such as ICS, HS and interpretation of the notifications, if required.
 - d. Prioritization of notifications, sector and country wise, depending on our trade.
 - e. Dissemination of notifications to stakeholders / subscribers
 - f. Issuance of alerts/ reminders on notifications through auto mailers.
 - g. Getting the full text of notification from the countries, which have issued Notifications. Maintaining databank of full text of the TBT Notifications and providing to stakeholders on request.
 - h. Obtaining, compiling and analysis of feedback/ comments on the notifications (within stipulated time) from the stakeholders and submitting to BIS. Maintaining databank relating to comments on each TBT Notification.
 - i. Providing assistance to BIS for responding to queries addressed to Enquiry Point.
 - j. Monitoring and compiling and providing to BIS, information relating to regulations, draft regulations/standards issued by various regulatory/ standardization bodies in the country.
 - k. Developing and hosting webpages and related links for the Enquiry Point in BIS website.
 - l. Generating and providing reports to BIS, as required from time to time, for activities undertaken, at specified frequency in electronic form.

- 2) Maintenance and operation of web enabled Enquiry Point covering the modules at 1) (a to l above).
- 3) Interaction with Ministry of Commerce, as and when required, for efficiency in providing Enquiry Point Services.
- 4) BIS may suggest any value addition with respect to effective implementation of TBT Agreement in the country and trade enhancement.
- 5) Any other related job as deemed necessary from time to time.

Performance Security Deposit

The agency shall be required to deposit a sum equivalent to 10% of the value of contract as performance security deposit at the time of signing the contract/agreement as performance security deposit in demand draft/term deposit or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of Bureau of Indian Standards payable at New Delhi. The Performance security deposit shall be valid/retained with BIS during the period of validity of the contract, including the extensions if any, and an additional period of six months. No interest shall be paid on this amount. The security amount shall be refunded six months after the expiry of the contract after deduction of penalty/other dues, if any. The EMD (see Doc-II) of the successful bidder will be refunded/adjusted as part of security deposit after signing of the agreement.

Payment Terms and conditions

The payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the agency and based on satisfactory performance. TDS, as applicable, will be deducted before making the payment.

Note : Any further clarification may be obtained from the Head (IR&TISD), Bureau of Indian Standards, Room No. 212, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi 110002

TECHNICAL BID
(To be superscribed as ENVELOPE No. 1)

The envelope shall be superscribed as “ENVELOPE-1” “**TECHNICAL BID FOR OUTSOURCING OF SERVICES FOR OPERATION OF WTO – TBT ENQUIRY POINT-2006.**”

- 1 The technical bid shall contain all tender documents except financial bid, each page duly signed by bidders as a token of their acceptance of the technical and contractual terms and conditions, including tender form duly filled in, complete details and description, including all data to be supplied by tenderer as specified in the tender document.
- 2 It shall also contain Earnest Money Deposit (in a separate envelope) in the form of crossed demand draft/pay order of Rs. 10,000/- (Rupees ten thousand only) in favour of Bureau of Indian Standards payable at New Delhi and forwarding letter of bidder. Tender received without EMD shall be summarily rejected. In the event of the tender being accepted, the earnest money shall form a part of the security deposit.
- 3 The forwarding letter of the bidder should contain the following annexures in support of their eligibility:

Annex 1	-	Documents indicating the set up of organization, partnership, proprietorship, private limited, public limited, etc. Name, address, contact person with telephone number and email.
Annex 2	-	Details of background and current areas of activity of the organization including details of services, if any, being rendered to any Govt. department. WTO related activities to be highlighted.
Annex 3	-	Copy of the registration with Govt. Deptt, if any.
Annex 4	-	Details of existing infrastructure and personnel available with the organization.
Annex 5	-	Copy of valid latest ITCC certificate.
Annex 6	-	Copy of the audited Annual Accounts for last 3 years.
Annex 7	-	Copy of service tax registration.
Annex 8	-	Details of ongoing/similar works with their financial value.

Annex 9 - Feedback from old and current customers on services provided

Annex 10 - List of arbitration cases (if any).

- 4 Financial bids of Tenderers who do not provide the above requirements/documents will not be opened. Original documents may be required for verification at the time of opening of the technical bids or at any stage thereafter.
- 5 The bidder shall be registered with appropriate Authority(ies). *Document in support of registration with the appropriate Authorities should be attached.*
- 6 Tender document (Doc-I) and technical bid (Doc-II) duly signed in each page.

FINANCIAL BID
(To be superscribed as ENVELOPE No. 2)

The envelope shall be superscribed as “ENVELOPE-2” “**FINANCIAL BID FOR OUTSOURCING OF SERVICES FOR OPERATION OF WTO – TBT ENQUIRY POINT-2006.**”

- 1 Price quoted by the tenderer shall be firm and all-inclusive flat rate (not in terms of percentage of the total cost of work) and shall be inclusive of all taxes and levies applicable.
- 2 No commercial or technical condition(s) or qualification of any sort shall be indicated by the tenderer in this Envelope, otherwise the tender shall be summarily rejected.

Total price of the bid for two years	
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Any other condition/remarks/comments

Signature of the tenderer along with rubber stamp

<Stamp paper of Rs 100/->

**DRAFT AGREEMENT FOR
WTO – TBT ENQUIRY POINT SERVICE**

This Agreement is made on _____ between **Bureau of Indian Standards**, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi 110 002 hereinafter referred to as “**BIS**”,

and

M/s _____, registered under the _____ Act
(Registration No. _____) and having registered office at
_____, hereinafter referred to as “**Agency**”,

and both the parties as mentioned above set forth and agree to abide by the terms of this agreement.

1. SCOPE OF THE AGREEMENT

- a) **Agency** shall provide web-enabled WTO – TBT Enquiry Point services under this agreement, which shall comprise of the software development, maintenance and functioning of the WTO – TBT Enquiry Point services in India.
- b) All the terms and conditions given in the tender document shall also be part of this agreement.

2. DURATION OF AGREEMENT

- 2.1 The agreement will be initially for two years. The agreement may be renewed for subsequent periods, at the discretion of **BIS** based on satisfactory services provided by the **Agency**.

3. SCOPE AND DESCRIPTION OF WORK

- 3.1 To establish and operate web enabled Enquiry Point activities/services.

- 3.2 The services will consist of the following:

- 3.2.1 Development of software for web enabled Enquiry Point covering following modules:

- a) Creating and managing of a database of Sector wise interested stakeholders in India with identified contact points. Stakeholders may include, among others, Export Promotion Councils, Commodity Boards and other export promotional bodies, industry and trade body associations and various other regulatory / standardization bodies, etc. The module also includes registration of subscribers and handling of associated issues, upgrading and maintaining data bank of stakeholders including subscribers, in the software.
- b) Downloading the draft TBT notifications of other countries from WTO website. Hosting of TBT Notifications and their abstracts in the BIS website.
- c) Segregation of TBT notifications Sector wise and correlating the same with internationally accepted system under WTO such as ICS, HS and interpretation of the notifications, if required.
- d) Prioritization of notifications sector and country wise, depending on our trade.
- e) Dissemination of notifications to stakeholders / subscribers
- f) Issuance of alerts/ reminders on notifications through auto mailers.
- g) Getting the full text of notification from the countries, which have issued Notifications. Maintaining databank of full text of the TBT Notifications and providing to stakeholders on request.
- h) Obtaining, compiling and analysis of feedback/ comments on the notifications (within stipulated time) from the stakeholders and submitting to BIS. Maintaining databank relating to comments on each TBT Notification.
- i) Providing assistance to BIS for responding to queries addressed to Enquiry Point.
- j) Monitoring and compiling and providing to BIS, information relating to regulations, draft regulations/standards issued by various regulatory/ standardization bodies in the country.

- k) Developing and hosting webpages and related links for the Enquiry Point in BIS website.
 - l) Generating and providing reports to BIS, as required from time to time, for activities undertaken, at specified frequency in electronic form.
- 3.2.2 Maintenance and operation of web enabled Enquiry Point covering the modules at 3.2.1) (a to l above).
- 3.2.3 Interaction with Ministry of Commerce, as and when required, for efficiency in providing Enquiry Point Services.
- 3.2.4 BIS may suggest any value addition with respect to effective implementation of TBT Agreement in the country and trade enhancement.
- 3.2.5 Any other related job as deemed necessary from time to time.

4. OPERATIVE PROVISIONS

- 4.1 The time norms for the activities undertaken as indicated in Annexure I and Annexure II, and as stipulated by BIS, from time to time, shall be adhered to.
- 4.2 BIS shall hold the complete rights over the software and database generated for the work under the contract and the agency shall not have any right/claim on the same. The software (including source code) and database shall be handed over to BIS as and when desired by BIS and on successful completion of the term of the contract or cancellation of the contract.
- 4.3 The award of this contract shall not entail the agency to create direct relationship with BIS or stakeholders to make any claims towards being the Enquiry Point.
- 4.4 **Commencement of Service:** This agreement will come into force from the date of award of work to the agency.
- 4.5 **Working hours:** The hours of operation shall be from 09.00 am to 05.30 pm, five days a week from Monday to Friday.

5. INFRASTRUCTURE

- 5.1 Infrastructural facilities with respect to equipment, installation etc. shall be arranged by the **Agency**.
- 5.2 All supervisory arrangements shall be indicated by the **Agency**.
- 5.3 No transportation charges, what so ever shall be paid by **BIS** for any type of services.

5. QUALITY

- 5.1 A team of officials from **BIS** may conduct a surveillance visit at the premises of the agency to assess the quality, reliability of the services including the manpower and equipment, if required.
- 5.2 The **Agency** shall provide full support to the **BIS** team in carrying out the surveillance visit.

6. AGENCY PERSONNEL

- 6.1.1 The operators /executives/supervisor deputed for handling the WTO – TBT enquiry point should be atleast graduates in Science/Commerce/Economics or Engineering having adequate knowledge of software development and/or domestic and international trade. The **Agency** is required to provide evidence in respect of qualification and experience, which would be checked by **BIS** to see the suitability/competency of the operators /executives as well as the supervisor.
- 6.2 The **Agency** and the personnel deployed by the **Agency** shall follow the system of monitoring the work and attendance of the personnel as stipulated by **BIS**.

7. PERFORMANCE SECURITY DEPOSIT

- 7.1 The agency shall be required to deposit a sum equivalent to 10% of the value of contract as performance security deposit at the time of signing the contract/agreement as performance security deposit in demand draft/term deposit or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of Bureau of Indian Standards payable at New Delhi. The performance security deposit shall be valid/retained with BIS during the period of validity of the contract, including the extensions if any, and an additional period of six months. No interest shall be paid on this amount.
- 7.1 The security amount shall be refunded six months after the expiry of the agreement after deduction of penalty/other dues, if any. The EMD (see Doc-II of the tender document) of the **Agency** will be refunded/adjusted as part of security deposit after signing of the agreement.

8. PAYMENT TERMS AND CONDITIONS

- 8.1 The payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the agency and based on satisfactory performance. TDS, as applicable, will be deducted before making the payment.
- 8.2.1 The charges (as given below) quoted by the agency per item are on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

9. PENALTY AND TERMINATION OF AGREEMENT

- 9.1 If the services provided by the **Agency** under this agreement are not to the full satisfaction of **BIS**, the agreement may be terminated by **BIS** giving one month notice and the charges shall be payable only up to the period, for which the **Agency** has rendered satisfactory services. The decision of **BIS** in this regard shall be final and binding on the **Agency**.
- 9.2 In case of deficiency of service penalty/non-compliance of this agreement, **BIS** shall reserve the right to cancel/ rescind/ revoke the agreement and impose suitable penalty in proportion to damages. The penalty, upto 10% of the value of contract, would be defined by **BIS** and shall be binding on the **Agency**. Deviation from time norms shall be construed as deficiency of service quality.
- 9.3 In case of non-performance or delay during operation of services of any of the jobs assigned, proportionate penalty, upto 10% of the value of contract would be imposed by **BIS**.

10. ARBITRATION

- 10.1 In the event of any dispute or difference relating to providing Enquiry Point service and application of the provisions of the agreement, (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussions, or shall be referred to the arbitrator to be appointed by the Director General of **BIS**.

11. JURISDICTION

- 11.1 The courts at Delhi alone shall have the jurisdiction in any matter arising out of relating to or touching this agreement.

In agreement thereof, both the parties i.e. **M/s-----** and **Bureau of Indian Standards**, New Delhi, through their authorized signatories have hereunder set their respective hands and seals in the presence of Witnesses this day on _____ th day of _____ (month), _____ (year)

For and on behalf of

For and on behalf of
Bureau of Indian Standards

Witnesses:

1.

_____ (name)
_____ (address)

2.

_____ (name)
_____ (address)

ANNEXURE I

Phase 1: Software development of web enabled Enquiry Point services

SI No	Activity	Timeframe	Responsibility
1	Study and analysis of work and the existing system	7 days	Agency
2	Development of web based software	1 month	-do-
3	Testing of developed software	15days	-do-
4	User Acceptance	5 days	BIS
5	Modifications in software to include changes, if any	7 days	Agency
6	Launch of software	1 day	Agency

Phase 2: Day-to-Day operation of the Enquiry Point services

SI No	Activity	Timeframe	Responsibility
1	Operation of activities of Enquiry Point as listed under the Scope and Description of Work	Immediately on approval of web enabled software. <i>Note: Till the approval of the software, the agency shall use existing mechanism for carrying out day-to-day activities</i>	Agency
2	Providing Reports and outputs	Every month, at the end of the month or as and when required	do
3	Maintenance, updating and operation of software and the service for operation of the Enquiry Point	Continuous basis	-do-

Note: Both the Phases should run in parallel.

ANNEX II

TIME NORMS FOR ACTIVITIES UNDER Clause (3.2) of AGREEMENT

S No	Activity	Time Norms
01	Downloading /Obtaining TBT Notifications from WTO website	24 hrs of hosting on WTO website
02	Sending request for full Text of Notifications from WTO Member countries for the TBT	24 hrs of hosting of notification
02	Segregating/classifying/Prioritizing/disseminating WTO-TBT notification/information to the identified stakeholders / subscribers.	48 hrs of hosting on WTO website
03	Reminder to stakeholders / subscribers after dissemination of TBT notification	Reminder I – after 7 days Reminder II-after 15 days
04	Replying to Queries	48 hrs from receipt of query
05	Hosting of Comments on Notification in the software	24 hrs of receipt of comments
06	Sending Alert to BIS after hosting of Comments on Notification in the software	24 hrs of receipt of comments
07	Hosting of Full Text of Notification on the Software	24 hrs of receipt of full text
08	Sending Alert to BIS & sending full text to stakeholders (on request by stakeholder)	24 hrs of receipt of full text
09	Compilation of Comments on each notification	At least 20 days before last date of comments on Notification or as desired by BIS.