



# भारतीय मानक ब्यूरो BUREAU OF INDIAN STANDARDS

(Bhubaneswar Branch Office)

Plot No. 62/63 Ganganagar, Unit VI

Bhubaneswar – 751 001

Phone – 0674-2393627/2393139 Fax: 0674-2393139

Email : [bhbo@bis.org.in](mailto:bhbo@bis.org.in), Website : <http://www.bis.org.in>

## *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 outsource part of its Enforcement Activity to strengthen its drive against misuse of BIS Standard Mark (☐Mark) for which it requires services of specialized agencies. Bids are invited for the entire State of Orissa.


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 Director & Head (Bhubaneswar Branch Office) at the above address **latest by 28 August 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 representatives as may like to be present at 1530 hrs on the same day at the above address. The date and time of opening of Price Bid, in case of agencies found eligible, shall be intimated in due course.

The details of terms and condition 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 the office of **Director & Head, Bureau of Indian Standards**, on any working day between 1000 h to 1700 h.

A briefing session on the scope of the work under E.O.I. will be held **on 18 August 2008 at 1530 h** in the Cabin of Director & Head, Bureau of Indian Standards (Bhubaneswar Branch), for the agencies interested to file the bid.

**Director & Head (Bhubaneswar Branch)**

**Terms & condition for outsourcing of Enforcement Raids under BIS Act, 1986**

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

- XI. BIS shall have full rights to supervise & monitor the work assigned to the agency.
- XII. The information of misuse as collected by the agency shall be given to Head of the concerned BIS Branch Office. In case any leading information about the misuse is provided to the agency by the BIS, the Agency shall confirm the same through appropriate investigation and arrange collection of evidence and inform the concerned BIS Branch Office.
- XIII. The bid should be submitted alongwith earnest money of Rs 5000/- (Rupees five thousand only) by Demend Draft to be drawn in favour of Bureau of Indian Standards at Bhubaneswar. 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. All expenses towards handling/transportation of seized goods shall be borne by BIS.
- XV. An agreement will be signed by DDG (Region)/ Head of Branch with empanelled agency for each location under their jurisdiction.
- XVI. The representative of the empanelled organization shall conduct investigation in an ethical manner and not contravene the objective of BIS and the law of the land. In case it is established at any point of time that any of the agency's representatives has indulged in any practice which is unethical or unlawful, the agency will have to terminate the service of the concerned representative. In case of a serious complaint or repeated complaints, BIS shall have the right to terminate the agreement between the Agency and BIS.
- XVII. The agreement may be terminated by the agency after giving one month's notice. However, BIS shall have the right to terminate the agreement at any time without giving any notice to the agency.
- XVIII. For any dispute between BIS and the empanelled agency, Director General, BIS shall appoint sole arbitrator. Also, if required, **State/Union Territory courts will be the jurisdiction for such disputes.**
- XIX. The contract with the agency would be initially for a period of one year, which may be extended further for a period of one year or less depending on performance of the agency as judged by BIS.
- XX. The Bureau reserves the right to appoint more than one Agency in the same geographical area.
- XXI. The agency should clearly indicate the location/multiple locations where it is willing to undertake the work.
- XXII. The empanelled agency will be required to give the Bank Guarantee as Performance Security at the time of signing the agreement as prescribed by BIS.

- XXIII. The BIS reserves the right to accept or reject any or all the tenders in whole or in part without assigning any reasons.
- XXIV. The bidder shall furnish the documentary evidence, copy of the relevant documents, balance-sheets etc duly notarized by a Notary Public to substantiate its eligibility against the above technical criteria alongwith the bid. In the absence of such requisite documents, BIS reserves to reject the bid without any reference to the bidders.

**Format for Application – Technical Bid**

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

**Format for providing bidder's experience details (Ref item 11 of Technical bid)**

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

**Signature of the** : \_\_\_\_\_  
**authorized signatory**  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Office Stamp** : \_\_\_\_\_

**Format for Price Bid**

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

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

.....


2. Service Tax -

Rs.....

Total

Signature of the : \_\_\_\_\_  
authorized signatory  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Office Stamp : \_\_\_\_\_

**Draft of Agreement Deed to be signed with the Agency**

1. This DEED OF AGREEMENT made this the .....day of .....(Date) between BUREAU OF INDIAN STANDARDS (BIS), a statutory body having its office situated at (**address of Branch office or Regional office**) hereinafter referred to as the FIRST PARTY (which terms or expression shall unless excluded by or repugnant to the context be deemed to include their successor-in-office, representatives, agents, attorneys or assignees) of the (**name and address of the outsourced agency**), hereinafter referred to as the SECOND PARTY (which terms or expression shall unless excluded by a repugnant to the context be deemed to include their successor-in-office, representatives, agents, attorneys or assignees) of the OTHER PART.
2. WHEREAS the First Party invited Expression of Interest in two-bid system from Agencies possessing the experience, expertise and infrastructure to carry out specified Enforcement Activities of the FIRST PARTY as empowered under BIS Act, 1986 at the location (**State / Area of jurisdiction of BO**) having Branch / Regional office at (**Branch / Regional office address**).
3. AND WHEREAS the Second Party in response to the above invitation has expressed their interest having requisite experience, expertise and infrastructure, in specified activities.
4. AND WHEREAS the First Party considering the facts submitted by the Second Party and has agreed to engage the Second Party to undertake Enforcement Activities as specified by the First Party.
5. AND WHEREAS the Parties hereto have mutually agreed to put the terms and conditions in writing to avoid disputes, misunderstanding, litigations amongst themselves in future.
6. NOW THIS DEED OF AGREEMENT WITNESETH and it is hereby agreed by and between the parties as follows :
7. The Second Party shall collect the information about misuse of BIS Standard Mark ( Mark) including its colourable imitations in any form, carry out discreet investigation of the suspected misuse and shall collect prima facie evidences, assist First Party in raid and shall also assist First Party in collection of all evidences required for successful prosecution.
8. The term 'Misuse of BIS Standard Mark' as specified above would cover violations of Section 11(1) and Section 12(b) of Bureau of Indian Standard Act, 1986 by the firms/person actually misusing without holding BIS licence.
9. The above mentioned assignments shall be carried out by Second Party as per the provisions of Bureau of Indian Standards Act, 1986. For interpretations of any clause of this agreement, the final authority shall lie with the BIS.
10. The Second Party shall maintain complete secrecy with respect to the work assigned for or on behalf of First Party.



11. The assigned work shall not be sub contracted by the Second Party.
12. The First Party shall supervise and monitor the work assigned to the Second Party.
13. The information of misuse as collected by the Second Party shall be given confidentially to Head of the BIS Branch Office at the location in the prescribed format.
14. The Second Party shall also help the First Party in enlisting independent witnesses during the raids and help advocate empanelled by First Party in preparation of the case for launching prosecution in respective Courts of Law.
15. The Second Party shall provide information of misuse, if gathered during their assigned work pertaining to areas other than the assigned locations to the Head of assigned Branch Office and Enforcement Officer at Regional Office free of cost.
16. The representative of the Second Party shall conduct investigation in an ethical manner and not contravene the objective of the First Party and the law of the land. In case it is established at any point of time that any of the representatives of the Second Party has indulged in any practice which is unethical or unlawful, the Second Party shall terminate the service of the concerned representative. In case of a serious complaint or repeated complaints, the First Party may terminate this agreement forthwith without notice. Besides, the Second Party shall render themselves liable for civil and criminal consequences.
17. Notwithstanding anything contained in clauses of the agreement, if any breach of the agreement occurs, either party can terminate the agreement after giving one month's notice in writing to the other party.
18. Arbitration – In case of any dispute arising out of this agreement between the parties, then the Director General, Bureau of Indian Standards shall appoint a sole Arbitrator for this purpose, whose decision shall be final and binding on both the parties.
19. In case of unsuccessful raid, the expenditure so involved will be borne by the second party.
20. This agreement shall be valid for a period of one year i.e. from (**period**), which may be extended further for a period of one year or less based on the performance of the Second Party.
21. The Second Party shall deposit the Bank Guarantee as Performance Security in the prescribed proforma for performing the work assigned to them, with the First Party. The Bank Guarantee shall be valid upto 3 months after the validity of the agreement and shall remain with First Party during such period.
22. The Second Party shall be paid an amount of Rs ----- (Rupees ----- only) plus Service tax as applicable by the First Party for each case on successful launching of prosecution in respective Court of Law. The Second Party shall submit monthly bill in duplicate to the First Party for the cases launched during the month.

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

24. IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal this the Day, Month and Year first above written

SIGNED, SEALED and DELIVERED at (place of BO/RO).

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

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

In presence of witnesses:

1.

2.