



भारतीय मानक ब्यूरो BUREAU OF INDIAN STANDARDS

Bangalore Branch Office, Peenya Industrial Area, 1st Stage
Tumkur Road, Bangalore - 560 058
e-mail-bnbo@bis.org.in website: <http://www.bis.org.in>
Ph: 080-28394955, 56, 28395604 Fax: 080-28398841

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 for which it requires services of specialized agencies. Bids are invited for the entire State of Karnataka.

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, at the above address **latest by 10th September 2008 at 15.00 hrs.** 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 15.30 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, BIS, Bangalore branch office, Bangalore on any working day between 10.00 hrs to 17.00 hrs.

A briefing session on the scope of the work under E.O.I. will be held on **3rd September 2008 at 15.30 hrs.** in the Committee Room of BIS, Bangalore Branch office, Bangalore for the agencies interested to file the bid.

**Director & Head
Bangalore Branch office**



भारतीय मानक ब्यूरो

ಭಾರತೀಯ ಮಾನಕಗಳ ಸಂಸ್ಥೆ

ಬೆಂಗಳೂರು ಶಾಖಾ ಕಛೇರಿ, ಪೀಣ್ಯ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶ, 1ನೇ ಹಂತ,
ತುಮಕೂರು ರಸ್ತೆ, ಬೆಂಗಳೂರು - 560 058
ಇ-ಮೇಲ್-bnbo@bis.org.in ವೆಬ್‌ಸೈಟ್: <http://www.bis.org.in>
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ಆಸಕ್ತಿ ಆಹ್ವಾನ ಕರೆ

ಭಾರತೀಯ ಮಾನಕಗಳ ಸಂಸ್ಥೆಯು (ಬಿಐಎಸ್) ಭಾರತದ ಸರ್ಕಾರದ ಗ್ರಾಹಕ ವ್ಯವಹಾರಗಳು, ಆಹಾರ ಮತ್ತು ಸಾರ್ವಜನಿಕ ವಿತರಣೆ ಸಚಿವಾಲಯದಡಿ ಕಾರ್ಯನಿರ್ವಹಿಸುವ ಒಂದು ಸ್ವಾಯತ್ತ ಸಂಸ್ಥೆ. ಇದರ ಪ್ರಮುಖ ಕಾರ್ಯವೆಂದರೆ, ಭಾರತೀಯ ಮಾನಕಗಳ ಸಂಸ್ಥೆ ಕಾಯಿದೆ 1986 ಅನ್ವಯ ಉತ್ಪನ್ನಗಳು ಮತ್ತು ಸೇವೆಗಳನ್ನು ಪ್ರಮಾಣೀಕರಿಸಿ, ಅವುಗಳ ಗುಣಮಟ್ಟದ ಬಗ್ಗೆ ಪ್ರಮಾಣಪತ್ರವನ್ನು ನೀಡುವುದಾಗಿದೆ.

ವೈಶಿಷ್ಟ್ಯಪೂರ್ಣ ಏಜೆನ್ಸಿಗಳ ಆಗತ್ಯ ಸೇವೆಗಳ ನಿಮಿತ್ತ ಹಾಗೂ ಬಿಐಎಸ್ ಮಾನಕ ಚಿಹ್ನೆಯ ದುರ್ಬಳಕೆಯನ್ನು ತಡೆಗಟ್ಟುವ ನಿಟ್ಟಿನಲ್ಲಿ ಬಿಐಎಸ್ ತನ್ನ ಪ್ರವರ್ತನಾ ಚಟುವಟಿಕೆಯನ್ನು ಜಾರಿಗೆ ತರಲು ಉದ್ದೇಶಿಸಿದೆ. ಈ ಸಲುವಾಗಿ ಇಡೀ ಕರ್ನಾಟಕ ರಾಜ್ಯದಿಂದ ಬಿಡ್‌ಗಳನ್ನು ಆಹ್ವಾನಿಸಲಾಗಿದೆ.


ಎರಡೂ ಬಿಡ್ ವ್ಯವಸ್ಥೆಯಲ್ಲಿ ಅಂದರೆ ತಾಂತ್ರಿಕ ಬಿಡ್ ಮತ್ತು ದರದ ಬಿಡ್ ರೀತಿಯಲ್ಲಿ ಪ್ರತ್ಯೇಕವಾಗಿ ಸ್ಥಳ ಪ್ರಕಾರ ಆಸಕ್ತ ಏಜೆನ್ಸಿಗಳಿಂದ ಮೊಹರಾದ ಆಸಕ್ತಿ ಆಹ್ವಾನವನ್ನು ಕರೆಯಲಾಗಿದೆ. ತಾಂತ್ರಿಕ ಮತ್ತು ದರ ಎರಡೂ ಬಿಡ್‌ಗಳನ್ನು ನಿಗದಿತ ನಮೂನೆಯಲ್ಲಿ, ಪ್ರತ್ಯೇಕವಾಗಿ ಮೊಹರು ಮಾಡಿದ ಲಕೋಟೆಯಲ್ಲಿರಿಸಿ ಮತ್ತು ಈ ಎರಡೂ ಲಕೋಟೆಗಳನ್ನು ಮೊಹರಾದ ಮೂರನೇ ಲಕೋಟೆಯಲ್ಲಿರಿಸಿ ಮೇಲ್ಕಂಡ ವಿಳಾಸದ ನಿರ್ದೇಶಕರು ಮತ್ತು ಮುಖ್ಯಸ್ಥರಿಗೆ **10ನೇ ಸೆಪ್ಟೆಂಬರ್ 2008ರ 15.00 ಗಂಟೆಯೊಳಗೆ** ಸಲ್ಲಿಸುವುದು. ತಾಂತ್ರಿಕ ಬಿಡ್ ಮತ್ತು ದರ ಬಿಡ್ ಕುರಿತಾದ ಸ್ಪಷ್ಟ ಸೂಚನೆಯನ್ನು ಲಕೋಟೆಯ ಮೇಲೆ ನೀಡತಕ್ಕದ್ದು. ತಾಂತ್ರಿಕ ಬಿಡ್‌ಗಳನ್ನು ಅದೇ ದಿನಾಂಕದ 15.30 ಗಂಟೆಗೆ ಆಸಕ್ತ ವ್ಯಕ್ತಿಗಳು ಅಥವಾ ಅವರ ಪರವಾಗಿ ಹಾಜರಿರುವ ಅಧಿಕೃತ ಪ್ರತಿನಿಧಿಗಳ ಸಮ್ಮುಖದಲ್ಲಿ ಮೇಲ್ಕಂಡ ವಿಳಾಸದಲ್ಲಿ ತೆರೆಯಲಾಗುವುದು. ಅರ್ಹ ಏಜೆನ್ಸಿಗಳು ದೊರೆತ ಪಕ್ಷದಲ್ಲಿ, ದರ ಬಿಡ್ ತೆರೆಯುವ ದಿನಾಂಕ ಮತ್ತು ಸಮಯವನ್ನು ನಂತರದಲ್ಲಿ ತಿಳಿಸಲಾಗುತ್ತದೆ.

ನಿಯಮಗಳು ಮತ್ತು ನಿಬಂಧನೆಗಳ ವಿವರಗಳು ಮತ್ತು ತಾಂತ್ರಿಕ ಮತ್ತು ದರ ಬಿಡ್‌ಗಾಗಿ ಅರ್ಜಿ ನಮೂನೆಯನ್ನು ಬಿಐಎಸ್ ವೆಬ್‌ಸೈಟ್: <http://www.bis.org.in> ನಲ್ಲಿ ಅಥವಾ ನಿರ್ದೇಶಕರು ಮತ್ತು ಮುಖ್ಯಸ್ಥರು, ಬಿಐಎಸ್, ಬೆಂಗಳೂರು ಶಾಖಾ ಕಛೇರಿ, ಬೆಂಗಳೂರು, ಇವರ ಕಛೇರಿಯಿಂದ ಯಾವುದೇ ಕೆಲಸದ ದಿನದ 10.00 ರಿಂದ 17.00 ಗಂಟೆ ನಡುವೆ ಪಡೆಯಬಹುದು.

ಆಸಕ್ತಿ ಆಹ್ವಾನದನ್ವಯ ಆಸಕ್ತ ಏಜೆನ್ಸಿಗಳಿಂದ ಬಿಡ್‌ಗಳನ್ನು ದಾಖಲಿಸುವ ಕಾರ್ಯ ವ್ಯಾಪ್ತಿ ಕುರಿತ ಸಂಕ್ಷಿಪ್ತ ಸಭೆಯನ್ನು ಬಿಐಎಸ್ ಸಮಿತಿ ಕೂಡಿಸಿ, ಬೆಂಗಳೂರು ಶಾಖಾ ಕಛೇರಿ, ಬೆಂಗಳೂರು, ಇಲ್ಲಿ **3ನೇ ಸೆಪ್ಟೆಂಬರ್ 2008ರಂದು 15.30 ಗಂಟೆಗೆ** ನಡೆಸಲಾಗುವುದು.

ನಿರ್ದೇಶಕರು ಮತ್ತು ಮುಖ್ಯಸ್ಥರು
ಬೆಂಗಳೂರು ಶಾಖಾ ಕಛೇರಿ

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 Kolkata. 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.	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 is not banned or de-listed	
11.	Bidder's experience in intelligence collection, organizing raids and prosecution of cases as per proforma given below	
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	

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 theday 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 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 () 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.

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 RO/BO)

Dear Sirs,

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

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the OSA to the extent of 5.0 % (Five percent only) of the Contract Prices (Quoted rate x No of Annual raids expected, Appx 1 per month per BO) as aforesaid at any time upto _____ without a reference to the OSA. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and OSA discharges this guarantee. OWNER and OSA or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

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

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

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall remain in force upto 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)

(SIGNATURE)

BANK RUBBER

(NAME)

STAMP

(NAME)

(OFFICIAL SEAL)

per

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

Date:

URGENT

ENFORCEMENT DEPARTMENT
(BIS Hqrs)

Our Ref: ENF/GEN/48

04.08.2008

Subject: Corrigendum to Terms and Conditions / Draft Agreement to be signed with outsourced agencies

This is for kind information of all DDGRs and Heads of BOs that DG has decided to modify Para XVII relating to terms and conditions for outsourcing of enforcement activity and Para 18 relating to the draft agreement to be signed with outsourced agencies, on the basis of the advice rendered by Legal Department.

The above paragraphs will now be modified as given under:-

“Arbitration Clause” – In case of any dispute or differences arising under the terms of this Agreement, the same shall be settled by reference to arbitration by a sole arbitrator to be appointed by the Director General, Bureau of Indian Standards. The provisions of Arbitration and Conciliation Act, 1996, shall be applicable.

“Jurisdiction Clause” – In case of any dispute arising out of this business or interpretation of any clause of the Agreement, the Courts of -----
(*name of the place to be indicated by ROs/BOs*) shall have the jurisdiction to try and decide.”

The DDGRs / Heads of BOs are requested that a corrigendum may be issued with respect to the advertisement already given by ROs/BOs and this information may also be placed on the BIS Website.

(R.K. Trehan)
D&H (Enf)

To all DDGRs / Heads of BOs