

BUREAU OF INDIAN STANDARDS  
Thiruvananthapuram Branch Office  
T.C.2/275(1&2), Near FCI  
Kesavadasapuram – Ulloor Road,  
Kesavadasapuram,  
THIRUVANANTHAPURAM – 695 004  
Telephone: 0471 2557914, 2558417; Fax: 0471 2557914  
E Mail: tbo@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 for which it requires services of specialized agencies. Bids are invited for the entire State of Kerala.

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 08 September 2008 at 1500h. 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 1530h 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 02 September 2008 at 1530h in the Committee Room of this office for the agencies interested to file the bid.

**Scientist `F' & Head**

## **Terms & Conditions for outsourcing of Enforcement Activities under BIS Act, 1986**

I. The Scope of the outsourcing of Enforcement activities shall cover the following aspects:

- i) a) Activities- 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) Locations: The State of Kerala.

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.

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 (both Office & Residence)
- iv) Location/Address of the premises where misuse is evidenced.
- v) Whether premises is rented or owned by offender,
- vi) Registration documents of the firm.(Sales Tax/VAT/SSI Certificates of Registration etc.)
- vii) Photographs of the premises.
- 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 be appointed for single / multiple locations on the basis of its infrastructure as decided 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 Proforma attached.**

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 above mentioned assignments 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 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, Thiruvananthapuram.** 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.

XIV. 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.

XV An agreement will be signed by DDG (Region)/ Head of Branch with empanelled agency for each location under their jurisdiction.

XVI The agreement may be terminated by either party after giving one month's notice.

XVII 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 Conciliations Act, 1996, shall be applicable.

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.

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 Authorities.

XX The Agency should clearly indicate which location/multiple locations, it is willing to undertake the work.

XXI 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. **The Bank Guarantee will be in tune of Five percent of the total value of contract.**

XXII The BIS reserves the right to accept or reject any or all the tenders in whole or in part without assigning any reasons.

XXIII 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 the absence of such requisite documents, BIS reserves the right to reject the bid without any reference to the bidders.

XXIV Proformae for Application Format-Technical Bid, Bidder's experience, Price bid, Draft Agreement Deed, Bank Guarantee are enclosed.

## Format for Application - Technical Bid

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

### Format for providing bidder's experience details (Ref item 12 of Technical bid)

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

| 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 : \_\_\_\_\_

Date : \_\_\_\_\_

## 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. ....

3. Total -Rs.....

Signature of the Authorized signatory \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Office Stamp : \_\_\_\_\_

Date

### **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 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 ( 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 with a copy to Enforcement Officer at Regional Office 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 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 Conciliations Act, 1996, shall be applicable. Jurisdiction: 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.
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 will remain with the First Party during the agreement 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)  
In presence of witnesses:  
1.  
2.  
(Name and designation) / (Representative of Second Party)

## Proforma 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 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 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 Guarantees 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)

(NAME)

(NAME)

BANK RUBBER STAMP

(OFFICIAL SEAL) Designation with bank stamp Plus Attorney as per Power Of Attorney/ Resolution Board of Directors

Date: