



**भारतीय मानक ब्यूरो**  
**BUREAU OF INDIAN STANDARDS**  
**WESTERN REGIONAL OFFICE**

*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.

The Western Regional office of 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 conducting enforcement activity under the jurisdiction of the Mumbai office, which includes the districts of Mumbai, Mumbai Suburban District, Raigad, Ratnagiri, Sindhudurg, Thane, Dhule, Nandurbar, Jalgoan, Nashik in the State of Maharashtra, State of Goa and Union Territories of Daman and Dadra Nagar Haveli

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 may be submitted in separate envelopes duly sealed and both the envelopes may be put in a third envelope which may also be sealed, superscribed "Quotation for Enforcement Activities" and addressed to the Deputy Director General (Western Region) Bureau of Indian Standards, Mumbai, Manakalaya, E-9, Road No 8, MIDC Andheri (E), Mumbai 400 093 latest by 9<sup>th</sup> May 2011 at 1530 hrs. Clear indication may be given on the envelopes about Technical Bid and Price Bid.

Envelope of Technical Bid should contain complete information in the specified format. In the envelope of Price Bid only rate for carrying out the assigned work per case to be paid may be mentioned. The Price BID shall also be accompanied by a Earnest Money of Rs 25,000/- (Twenty Five Thousand Only) as Demand Draft drawn from nationalized bank in favour of Bureau of Indian Standards, Mumbai. The quotation not accompanied with the Earnest Money Deposit shall be rejected.


Only Technical Bid shall be opened in the presence of such interested parties or their duly authorized representatives as may like to be present at 1530 h on 12<sup>th</sup> May 2011 in the Conference Room, BIS Mumbai Office. The date and time of opening of Price bid, in case of agencies found eligible, shall be intimated separately. The successful bidder will have to execute Bank Guarantee to the tune of 5 percent of the value of contract.

The details of terms and condition and format for applying for technical bid can be obtained from the website of BIS: <http://www.bis.org.in> or can be had from Deputy Director General (Western Region) on any working day between 10 00 to 17 00 h.

**Deputy Director General (Western Regional Office)**  
**Bureau of Indian Standards**  
**Manakalaya, E-9, Road No – 8, MIDC Andheri (E), Mumbai 400 093**  
**Telephone No: (022) 28325838, E mail : [wro@bis.org.in](mailto:wro@bis.org.in)**

## **Terms & Conditions for Outsourcing of Enforcement Activities**

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

i) Activities - Collection of information about misuse of BIS Standard Mark (  Mark) , discreet investigation, collection of prima facie evidences, assisting in raid and assist in collection of all evidences required for successful prosecution.

ii) Locations - Entire State/ Part of State depending on the jurisdiction

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 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 at 5.4

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 year.

VIII. The above mentioned assignments have to be carried out as per the provisions of Bureau of Indian Standards Act, 1986.

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 the Earnest Money of Rs 25,000 (Rupees Twenty Five Thousand). 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 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.
- XVII. The agreement may be terminated by the agency after giving one months' notice. However, BIS shall have the right to terminate the agreemnt at any time without giving any notice to the agency.
- 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 judged by the BIS Authorities.
- XX. The agency should clearly indicate which location/multiple locations, it is willing to undertake.

XXI The empanelled agency will be required to give the Bank Guarantee as Performance Security at the time of signing agreement as specified by BIS.

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 alongwith the bid. In case, 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>	
4.	<b>Details of the Bidders infrastructure with manpower available (enclose supporting documents)</b>	
5	<b>Contact person with Designation</b>	
6.	<b>Contact telephone numbers and Fax Number</b>	
7.	<b>E-mail address</b>	
8.	<b>Current scope of work</b>	
9.	<b>Current operational area of work</b>	
10.	<b>Registration with Government Bodies (enclose supporting documents)</b>	
11.	<b>Declaration that bidder has not banned or de-listed</b>	

12.	<b>Bidder's experience in intelligence collection, organizing raids and prosecution of cases as per proforma given below at 5.4</b>	
13.	<b>Any other valid enlistment with any Government organization for similar work (enclose supporting documents).</b>	
14.	<b>Annual turnover for the last three years (enclose supporting documents)</b>	
15.	<b>Any other credential in the subject area (enclose supporting documents)</b>	
16.	<b>Acceptance of terms and condition</b>	
17.	<b>Any other information</b>	

**5.4 - Format for providing Bidder's experience (Ref Item 12 of the technical Bid)**

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

**Signature of the  
authorized signatory** : \_\_\_\_\_

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

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

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