

INVITATION TO TENDER



OFFICE OF THE COMMANDANT-90 BN, CRPF, URENHALL, ANANTNAG (J&K)

No. M-VI-1/2018-19-90-MT

Dated, the 28 Feb' 2019

E- TENDER NOTICE

The Commandant 90 Bn, Central Reserve Police Force invites sealed Tenders for and on behalf of the President of India under two bid system consisting of Technical and Financial Bid for Partial Bullet Proofing of TATA Truck. The description of work and time of completion mentioned below. Tender documents duly completed are required to be submitted by **1200 Hrs on 15/04/2019** through **Registered / Courier/ by hand** as well as on CPP Portal and tenders will be opened in the presence of tenderers at **1200 hours on 16/04/2019** at **Head Quarter 90 Bn CRPF, Urenhall, Anantnag (J&K)**. Tenderers are requested to submit Tender documents through Registered Post/ by hand well before the date and time to avoid last minute rush. In case date of opening of tender happens to be a closed holiday, the tender will be opened on next working day at the stipulated time. Please read the tender Enquiry carefully before filling the tender.

A.

SCHEDULE TO TENDER

Schedule to Tender No	:	M.VI-1/2018-19-90-MT
Last date and time of receipt of on-line & Manual documents of tender	:	15/04/2019 AT 1200 HRS On Line & 15/04/2019 at 1200 Hrs Off Line
Time and date of opening of on-line e-tender	:	16/04/2019 AT 1200 HRS
Validity of tender	:	The tender shall remain open for acceptance till 180 days from the date of opening of tender

Sl. No	Ref. No	Nomenclature/ Details of work	Earnest Money	Tender Cost	Specifica tion	Delivery/ Completion Period	Last date of submission of tender	Time & date of opening of tender
1.	M-VI-1/2018-19-90-MT	Partial Bullet Proofing of TATA Truck	Rs. 15000/-	Rs. 100/-	As per Appendix-A	Within 30 days from award of contract	15/04/2019 On By 1200 Hrs on Line & Off Line	16/04/2019 ON OR AFTER 1200 Hrs

2. All firms who are not specifically registered for required store as per tender enquiry specification and eligibility criteria of tender enquiry wither with DGS&D or with NSIC, are required to be submit Earnest Money a mentioned above alongwith their offer. Registration with any other organization will not exempt them from depositing Earnest Money.

3. As per Govt. policy, PSUs are not exempted from depositing EMD. Purchase / price preference if any, will be allowed as per policy of the government.

4. Tender documents are also available on CRPF website <http://www.crfp.gov.in>

5. **Any amendment in the tender if made by this office will be available on CRPF website <http://www.crfp.gov.in>.**

Thanking you.

Yours faithfully

Sd/-28/02/2019

(Ajay Kumar Sharma)

Commandant- 90 Bn CRPF

For and on behalf of the President of India

Signature of Tenderer

Schedule to Tender

OFFICE OF THE COMMANDANT-90 BN CRPEF, URENHALL, ANANTNAG (J&K)

(Telephone No. 8493947377)

Cost of Tender – Rs. 100/-(Rupees one hundred) only

Schedule to Tender No : M-VI-1/2018-19-90-MT
Time and date of receipt of tender : By 1200 Hours on 15/04/2019 On line & Off line
Time and date for opening of tender : At 1200 Hours on 16/04/2019 On Line & Off line
Validity of offer : The tender shall remain open for acceptance
Till 180 days from the date of opening of tender.

Tenderers are advised to go through the Earnest Money and Payment terms, Tender Sample, Counter sample and Lab Test certificate clauses of this Tender Enquiry carefully before filling the tender.

S. NO	Tender No.	Description of stores	Qty	Specific ation	EMD (RS)	Cost of Tender Document (Non-refundable (in Rupees.))	Date of opening of tender
1	M-VI-1/2018-19-90-MT	Partial Bullet Proofing of TATA Truck	01 No. TATA Truck	As per Appen dix – 'A'	15000/- (EMD should be valid for 180 days from the date of opening of tender)	Rs 100/-	16/04/2019 at 1100 hrs.

All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that each page of the TENDER DOCUMENTS DULY COMPLETED AND SIGNED are returned with your offer.

All firms who are not specifically registered for required stores as per specification of tender enquiry either with DGS&D or with NSIC, are required to submit Earnest Money as mentioned above along with their offer. Registration with any other organization will not exempt them from depositing Earnest Money. As per Government policy, PSUs are not exempted from depositing EMD.

1. Purchaser : The President of India.
2. Inspection Authority : Board of Officers detailed by the Commandant 90 Bn CRPF
3. Inspection Officer : Board of Officers detailed by the Commandant 90 Bn CRPF
4. Stores required at : FREE DELIVERY AT CONSIGNEES LOCATIONS

Tenderers are required to quote rates on free delivery at Consignee's location basis only. Tenders received on FOR Destination Stations/Station of Dispatch basis or different rates for different destinations shall be summarily rejected.

Signature of Tenderer

5. Delivery required by : Partial Bullet Proofing of TATA Truck should be completed within 60 days of placement of firm order.
6. Dispatch Instructions : Partial Bullet Proofing of TATA Truck are required to be delivered at consignee's locations at freight, risk and cost of the supplier.
7. Payment Terms : Payment against Bill / Invoice shall be released as early as possible after completion of work / receipt of stores. Payment will be made to the supplier through the ECS by PAO . No request for other mode of payment will be entertained.
8. Rate quoted by the firms should be on firm price basis. Firms should clearly indicate different taxes and duties only as per BOQ format provided.
9. Full address/Phone Number of Manufacturer:- Bidders should disclose the name and full address (along with telephone/ fax No.) of the place where the stores will be fabricated and offered for inspection.
10. **Eligibility Conditions:** - Only those firms should respond who have experience of Partial or complete Bullet Proofing of vehicles (Four or more than four wheels, preferably TATA Trucks of various forces) and who are holding valid manufacturing/ fabrication license.
11. Experience: - Bidders should have an experience of bullet proofing works of vehicles in the last three years.
- 12 a) Purchaser reserves the right to cancel / reject or scrap the tender without assigning any reason.
b) Purchaser reserve the right to increase / decrease the quantity without assigning any reason.
13. Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.
- 14. Place of submission of tender documents :**
Tender documents duly completed and signed are to submitted in the tender box (Provisioning) kept at Hqr 90 Battalion CRPF, Urenhall , Anantnag (J&K) before specified time and date mentioned in the Schedule to Tender. Late/delayed tender shall not be opened and returned in original to the bidder.
- 15. Field Trial /Technical Evaluation:-**
The TATA Truck on receipt at 90 Bn CRPF will be test fired by Board of Officers (to be detailed by the competent authority) on the BP material as per tender enquiry specification. Any deviation will lead rejection of the BP material and the firm has to undertake re-bullet proofing of the TATA Truck at 90 Bn HQR at the cost of the supplier firm. The glass will be compared with the certificate of the O.E.M.
- 16 **Rejection of consignment:-** If the partial bullet proofing of TATA Truck is rejected for non-compliance of the BP QRs for the second time, then the offer of the firm will be reject at the cost/risk and freight of the supplier and its PSD will be forfeited .

Signature of Tenderer

17. **SECURITY DEPOSIT**

The successful firm shall have to deposit a Security Deposit of 10% of the contract value within 15 days of the placement of supply order for due performance as per provisions contained in Clause 7 of DGS&D-68 (Revised). Failure the part of the firm to deposit the security deposit within stipulated time will make the supply order null and void.

The Performance Security Deposit submitted by the supplier will remain valid at least for six months beyond the last date of supply of stores as promised and agreed in the contract.

18. **LIQUIDATED DAMAGES:** - In case the firm does not complete the supply within delivery period, liquidated damages including administrative expenses and penalty, a sum equivalent @ 2% of the total cost of items which the contractor has failed to deliver within period fixed for delivery in the schedule for each month or part of a month during which the delivery of such store may be in arrears where delivery thereof is accepted after expiry of aforesaid period, provided that the total damages so claimed shall not exceed 10% of the contract value.

19. **Inspection Criteria:-** (a) The first stage of inspection by the Board of Officers will take place once the BP steel and BP glass is integrated to the TATA Truck and other changes in the TATA Truck is effected but before the painting.

(b) The second and last inspection will be after the TATA Truck is completed in all respect for delivery. In this inspection, workmanship as mentioned in the Appendix-'A' will be examined. The cost of such trails to be borne by the supplier.

(c) If store is found not complying with the QRs, it will be rejected at the risk & cost of the supplier.

20. **TWO BID SYSTEM**

All bidders are required to submit their offers in two covers as under:-

1. Document to be submitted in original:-

- i) The bidder/ tenderer will submit the tender documents completed and signed (all pages to be signed) with seal.
- ii) Earnest money deposit if applicable.
- iii) List No.1.
- iv) Copy of questionnaire and check list.
- v) Tender acceptance letter signed by the tendered with seal.(Appendix-" D ")
- vi) Complete postal address of contractor/firm along with copy of valid I/Card/Voter I/D card etc.
- vii) Document as per eligibility condition mentioned in clause 10 of TE
- viii) Experience certificate as per experience clause.
- ix) Material reports for special material (NABL or other Govt agency/ lab specifically designated for the purpose, wherever required by the user as per QRs)
- x) Valid Govt. /Central authorized registration certificate or Registration details.GST registration certificate and PAN Card.
- xi) Previous performances/experience of last three years for subject work

2. Documents to be submitted in scanned copy:-

- i) The bidder/ tenderer will submit the tender documents completed and signed (all pages to be signed) with seal.
- ii) Tender acceptance letter duly attested with seal.
- iii) Earnest money deposit.

Signature of Tenderer

- iv) Valid Govt./Central authorized registration certificate or Registration details.
- v) GST registration certificate and PAN Card.
- vi) Previous performances/experience of last three years for subject work.
- vii) Any other relevant documents which the firms wish to submit
- viii) Copy of list No.1, questionnaire and check list.

SECOND COVER (Commercial / Price Bid) should contain the following:

The composite bid i.e. rate indicated in the technical bid “OPENLY” SHALL BE IGNORED. Prices should be quoted as per BOQ format provided along with the tender document at e-procurement site <http://eprocure.gov.in/eprocure/app>.

21. Tender documents are available at CPPP e-Procurement site <http://eprocure.gov.in/eprocure/app> as well as on CRPF website (<http://crpf.nic.in/tender-notices-htm>) which can be downloaded by interested firms free of cost. However bidders are required to submit EMD as applicable, as per tender document while submitting the bids. The demand Draft/ Bank Guarantee should be drawn in favour of Commandant 90 Bn CRPF, Urenhall, Anantnag (J&K)

The earnest money can be deposited through any of the following alternative forms:

- (a) **TDR/FDR/BG** drawn in favour of The Commandant 90 Bn, CRPF, payable at SBI, Bijbehara, Anantnag (J&K)
- (b) An **irrevocable Bank Guarantee** of any nationalized, scheduled bank or reputed commercial bank in the attached format as at appendix.
- (c) The earnest money shall remain valid and be deposited with the purchaser for a **period of 180 days from the date of tender opening**. If the validity of the tender is extended, the validity of the BG/or any other alternate document submitted in lieu of earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.
- (d) **No interest** shall be payable on the earnest money deposited by the tenderer.
- (e) The earnest money deposited **is liable to be forfeited** if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- (f) The earnest money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.
- (g) If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the earnest money shall be treated as performance security deposit for all practical purposes.
- (h) Earnest money deposits of all the unsuccessful tenderers will be returned as early as possible after the expiry of bid's validity, but not later than 30 days after placement of contract. Tenderers are advised to send a **pre receipt challan** along with their bids so that refund of earnest money can be made in time.
- (i) Any tender, where the tenderer is required to deposit earnest money in terms of conditions mentioned in preceding paras, not accompanied with earnest money in any one of the approved forms acceptable to the competent authority, shall be summarily rejected.

22. **GUARANTEE/ WARRANTY:** - Guarantee/ warranty of the partial bullet proofing of TATA Truck will be applicable as per details mentioned in QRS/specification.

However the supplier will provide a warranty for 10 years of BP material/composite parts and 05 years for BP Glass for BP properties. As for as the visibility criteria of the BP Glass is considered, the transparency level (WLT) of BP glass should be minimum of got a minimum visibility of 70%. The firm will have to guarantee that in case the visibility of the BP glass does become less than 70% within a period of 03 years without the BP glass having suffered any visible mechanical damage, the firm will replace the BP glass free of cost.

Signature of Tenderer

The bidder if supplying any material from any manufacturer, he should enclose original authority letter from principal manufacturer of concerned material and that material should have a guarantee of years as mentioned in the previous paragraph. The supplier shall produce all the test sheet in original that is supplied by the principal manufacturer for the relevant material used in the fabrication of partial bullet proofing.

23. PRE CONTRACT INTEGRITY PACT:-

Pre-Contract Integrity pact is to be signed between the CRPF and bidder on the standard proforma (Copy enclosed). Accordingly, all bidders are required to submit 2 copies in original of the "Pre Contract Integrity pact" duly completed in all respect and signed properly on each page beforehand by the authorized signatories of the bidders and two witnesses as per format, with their tender documents. One copy of the agreement will be returned to the bidder after putting signature of the designed authority of the CRPF. This is required to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into.

No separate amount to be deposited for the purpose of PCIP. EMD/Security deposit will be considered as the EMD/Security deposit for safeguarding PCIP.

24. PRE-BID MEETING:-

A Pre-bid meeting will be held at 90 Battalion C.R.P.F., Urenhall, Anantnag, Kashmir on 19/03/2019 at 1200 Hrs. (Date be mentioned which is 20 days after publishing of tender.)

25. SPECIFICATION:- Relevant parts of QRs will only be handed over to those concerned firms who fulfill the eligibility criteria as per clause of TE. The relevant part of QRs will be provided on their written request on their official letter signed by either head of the division or equivalent officer of the firm authorized for doing so. The letter must contain proper identification of the Company i.e. registration details etc. The letter signing authority must also in non discloser letter to CRPF clearly stating that such QRs will only be used for their in house research in production. Un-authorized possession/ circulation of some will invite legal action.

Note : -

- a) Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.
- b) The firms applying tenders against the subject T.E. are informed that all relevant details with reference to the Tender Enquiry stipulations are clearly responded to. **In case any of the Tender Enquiry stipulations are not clearly stated to/replied to by any of the firms, no repeat no clarifications will be sought from the concerned firm and its offer will be rejected out rightly.**
- c) Before submission of tender, tenderers will check the Check List attached to this Tender Document as Appendix-"B" for compliance on various stipulations of the tender.

Sd/-28/02/2019
(Ajay Kumar Sharma)
Commandant-90 Bn CRPF
For and behalf of the President of India

Signature of Tenderer

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.

1. All firms who are not specifically registered with NSIC or MSME as MSE for the stores for which the offers are invited, are required to deposit EARNEST money equivalent to the amount as mentioned in the Tender Schedule, failing which their offer will be summarily rejected.
2. For claiming exemption from depositing earnest money, the tenderers should be Registered with NSIC or MSME as MSE specifically for the stores with specification as mentioned in Tender schedule. Firms which are not specifically registered for the stores with specification as mentioned in the Tender Schedule, either with MSME as MSE or with NSIC, shall be treated as unregistered and shall be required to deposit earnest money as above.
3. The Earnest Money can be deposited in any of the following alternative forms:
 - (a) TDR/FDR/BG drawn in favour of Commandant-90 Bn CRPF, Urenhall, Anantnag (J&K) **payable at SBI, Bijbehra, Anantnag (J&K).**
 - (b) an irrevocable Bank Guarantee of any nationalized/Schedules Bank or reputed commercial bank of the Tenderers country (in case of imported stores) in the attached format.
4. The earnest money shall be valid and remain deposited with the purchaser for the period of 180 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/or any other alternate document submitted in lieu of Earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.
5. No interest shall be payable by the purchaser on the EM deposited by the tenderer.
6. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogate from the tender in any respect within the period of validity of his tender.
7. The earnest money of the successful tenderer shall be returned after the security Deposit as required in terms of the contract is furnished by the tenderer.
8. If the successful tenderer fails to furnish the security deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.
9. Earnest Money of all the unsuccessful tenderers shall be returned by the purchaser as early as possible after the expiry of bids validity, but not later than 30 days after Placement of contract. Tenderers are advised to send a pre receipt challan alongwith their bids so that refund of Earnest Money can be made in time.
10. Any tender, where the tenderers is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected.

Sd/-28/02/2019
(Ajay Kumar Sharma)
Commandant 90 Bn CRPF
For and behalf of the President of India

Signature of Tenderer

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Form 68-A

Tender No. _____

Full name and address of the Tenderer in addition
to post box No. if any should be quoted in all
Communication to this Office

Contractor's telegraphic Address

Telephone No. _____

Fax No. _____

From.

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule here to or such portion thereof as you may specify in the acceptance of tender at the price given in the said schedule and agree to hold this offer open till _____ I/we shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the instructions to Tenderers in the booklet DGS&D-229 and conditions of contract in the Form No-68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchases Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Signature of the Tenderer.

The following pages have been added to and form part of this tender

Here paste coupon incase where
coupons are supplied to contractors
on payment

Yours faithfully,

(Signature of the Tenderer)

Address _____

Dated _____

(Signature of the Witness)

Address _____

Dated _____

Signature of Tenderer

Instructions for Online Bid Submission
Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, their bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

Signature of Tenderer

- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

Signature of Tenderer

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to – cppp-doe@nic.in, cppp-nic@nic.in.

31. Tender documents are also available on CRPF website <http://www.crfp.gov.in>.

Signature of the tenderer

IMPORTANT INSTRUCTIONS

1. The contract to be concluded will be governed by condition of contract contained in form No. DGS&D-68 (Revised) as amended upto 31/12-91 and those contained in pamphlet No. DGS&D-229 with enclosed amendment (Annexure) & DGS&D Manual.
2. In the event of contract being cancelled for any breach committed and 90 Bn CRPF affecting re-purchase of the stores at the risk and cost of contractor, 90 Bn CRPF is not bound to accept the lower offer of Benami or sister concern of the contractor.
3. Those firms, who are not specifically registered for the items as per schedule to tender, should submit the following alongwith their quotation, failing which their offer will be ignored:
 - (a) Name and full address of the banker.
 - (b) Performance Statement and quality control statement in the prescribed form as enclosed (in triplicate)
4. Price should be quoted as per BOQ Format ONLINE ONLY.
5. Bidders who are past suppliers of the item as per T/E Specification should submit their performance statement in enclosed Performa. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
6. Bidders who are registered with MSME as MSE unit for this particular item should submit the photocopy of registration certificate with all subsequent amendments.
7. In the event of any part of the Tata Truck being damaged due to work of Partial Bullet Proofing on it, the supplier will bear the entire cost of replacement or repair, a the case may be. The decision of 90 Bn CRPF will be final.
8. Guarantee/Warranty of the Partial Bullet Proofing of TATA Truck will be applicable as per details mentioned in QRs/Specifications. However the supplier will provide a warranty for 10 years for BP material/composite material parts and 03 years for BP Glass for BP properties. As far as the visibility criteria of the BP Glass is considered, the transparency level (WLT) of BP glass should be minimum of 70% . Supplier shall submit a certificate from the accredited labs to the effect that BP glass has got a minimum visibility of 70%. The firm will bhave to guarantee that in case the visibility of BP glass does become less than 70% within a period of 02 years without the BP glass having suffered any visible mechanical damage, the firm will replace the BP glass free of cost.

The bidder if supplying any material from any manufacturer, he should enclose original authority letter from principal manufacturer of concerned material should have a guarantee of years as mentioned in the previous paragraph. The supplier shall produce all the test sheets in original that it supplied by the principal manufacturer for the relevant material used in the fabrication of partial armouring.

Signature of the Tenderer_____

Name in Block Letters_____

Capacity in which Tender signed_____

Full Address._____

Signature of Tenderer

ANNEXURE - I

1. The following amendments may be carried out in the pamphlet entitled conditions on contract governing the contracts placed by Central Purchase Organisation of Government of India 1991 edition bearing Symbol DGS&D-39 Form No. DGS&D Form No. DGS&D-68 (Revised).
 - 1.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under:-

"Government" means the Central Government.
 - 1.2 The definition of Secretary in clause I(k) page 3 of DGS&D Conditions of Contract may be modified as under:

"Secretary" means Secretary of Min. of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. In such Ministry, D.G., Addl. DG, IGP (Prov.), DIG (Prov.) Commandant of CRPF and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.
 - 1.3 Under Clause 2(c) page 5 of DGS&D conditions of contract, the word "Director General of Supplies and Disposals or heads of his concerned regional offices" may be replaced by IGP (OPS) Srinagar CRPF.
 - 1.4 Clause 24 i.e. Arbitration:-

For: The existing entries.

Read: Arbitration.

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of law, appointed to be arbitrator by Director General CRPF. It will be no objection that the arbitrator is a Government servant, that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:-

- a. If the arbitrator be a person appointed by the DG CRPF:-

In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for Secretary, Min. of Home Affairs either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator in every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceedings denovo as he may at his discretion decide.
- b. It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- c. The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

Signature of Tenderer

- d. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
 - e. Subject as aforesaid, the Arbitration Act , 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.
 - f. The venue of arbitration shall be the place where the contract is concluded or such other place as the DG CRPF at his discretion may determine.
 - g. In this clause the expression the DG CRPF means the DG CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.
- 1.5 Similarly, the reference to DGS&D wherever appearing may be suitably modified.\
2. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderers.

FORM NO. DGS&D-230

Reference to DGS&D wherever appearing in clause No. 14, 33, 34, 35, 39 and 40 and Appendix A for Form No. DGS&D-96 may be amended to read as IGP (Prov.) CRPF.

Signature of the Tenderer.

QUESTIONNAIRE

(Please Mark in appropriate Box and fill the answer correctly. Tenders leaving the box unmarked and questionnaire unanswered shall be rejected)

1. Name and address of Contractor _____

2. a) Whether registered with DGS&D for subject store.

YES

NO

b) If yes, Monetary limit
(Enclose Photocopy
of Regn. Certificate)

Rs. (Lakh)

(Without Limit)

c) Validity Date

3. a) Whether registered with NSIC for
subject stores.

YES

NO

b) If yes, Monetary limit
(Enclose Photocopy
of Regn. Certificate)

(Lakh)

(Without Limit)

c) Validity Date

4. Whether you agree to submit advance
sample if called upon to do so within
specified period of 15 days.

YES

NO

5. Whether past supplier of subject store
to DGS&D or Min. of Home Affairs
during the last 3 years.
(If yes, submit performance report
in enclosed proforma)

YES

NO

6. Terms of delivery: Free delivery at consignee's locations

YES

NO

7. a) Whether Excise Duty Extra:

b) If extra, rate of excise duty:
Assemble Value Rs.

To be mentioned in Price Bid.

8. a) Whether Sales Tax Extra:

b) If yes, rate of Central Sales Tax
applicable at present

To be mentioned in Price Bid.

c) Rate of local sales Tax applicable
at present

Signature of Tenderer

- 9. Discount offered if any _____
- 10. a) Delivery period in months from date of placement of order / approval of Advance Sample. _____ Month
- b) Monthly rate of supply _____
- 11. a) Whether store fully conforms to tender schedule specifications in all respects. YES NO
- b) If answer to 11(a) is No. Indicate the details of deviation in separate sheet.
- 12. Acceptance to conditions of contract as contained in DGS&D-68 (Revised) amended upto 31.12.91 and those contained in Pamphlet No. DGS&D-229 read with Annexure attached. YES NO
- 13. Have you enclosed required EM YES NO
- 14. Do you accept tolerance clause. YES NO
- 15. Do you accept Liquidated Damage clause. YES NO
- 16. Have form No 68 A at page No 11 and List No 1 at page No 21 of T.E been signed By witnesses? Yes No
- 17. Do you accept the Warranty/Guarantee Clause. Yes No

Signature of the Tenderer _____
 Name in Block Letters _____
 Capacity in which Tender signed _____
 Full Address. _____

Signature of Tenderer

LIST NO-1

Tenderers should furnish specific answers to all the questions given below. Tenderers may please note that if the answer so furnished are not clear and / or are evasive, the tender will be liable to be ignored.

1. Tender No. _____

2. Whether the stores offered fully conform to the technical particulars and specification drawings, specified by the purchaser in the schedule to tender. If not, mention here details of deviations :

3. Brand of store offered. :
4. Name and address of manufacturer. :
5. Station of manufacture/armouring :
- 6. What is your permanent Income Tax A/C No.?:**
7. Status.
 - a) Indicate whether you are LSU or SSI :

 - b) Are you registered with DGS&D for the item quoted ? If so, indicate whether there is any monetary limit on registration. :

 - c) If you are a small scale unit registered with NSIC under Single Point Registration scheme, whether there is any monetary limit. :

 - d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photocopy of the registration certificate indicating the items for which you are registered. :
8.
 - a) If you are not registered either with NSIC or with DGS&D, please state whether you are registered with Directorate of Industries of State Government concerned. :

 - b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry. :
9. Please indicate name & full address of your banker :
 - a) Bank Address and branch code:
 - b) Bank Account No :
 - c) IFSC Code
 - d) Whether bank branch is NEFT/RTGS enables or not:
 - e) GST No.

Signature of the tenderer

10. Business name and constitution of the firm.

Is the firm registered under :- :

- i) The Indian Companies Act 1956.
- ii) The Indian Partnership Act 1932 (Please also give name of partners)
- iii) Any Act; if not, who are the owners. (Please give full names and address.)

11. Do you agree to sole arbitration by an officer of Ministry of Law, appointed by the secretary, Ministry of Home Affairs or by some other person appointed by him as provided in 24 of the general conditions of contract form DGS&D-68 (Revised) (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause. :

12 For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932.

Should the answer to this question by a partnership firm be in the affirmative, please state further :

1. Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. :

2. If the answer to (1) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration. :

3. If the answer to either (1) or (2) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be. :

13. Here state specifically.

1. Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. It not state the reasons thereof. If any, also indicate the of difference. :

margin

2. In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated. :

Signature of Tenderer

14. State Whether business dealings with you have been banned by Min/Deptt. Of Supply/Min. of Home Affairs.? :
15. Please confirm that you have read all the instructions carefully and have complied with accordingly. :

Signature of Witness. _____

Signature of Tenderer_____

Full name and address of witness
(in Block Letters)

Full name and address of the persons signing (in
Block Letters)

**Whether signing as
Proprietor/Partner/ constituted Attorney /
duly authorized by the Company.**

Signature of Tenderer

Form-7

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

1. Tender No. & Date _____ for the supply of

2. Name and Address of the firm _____ :

3. I) Telephone No. Fax/Office/Factory/Works _____ :
II) Telegraphic address _____ :

4. Location of manufacturing works/Factory. Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____
(Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/ fabrication of the stores for which registration has been applied for.

5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.)

6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available).

7. Whether the process of manufacture in factory is carried out with the aid of power or without it.

8. Details and stocks or raw material held (state whether imported or indigenous) against each item.
Production capacity of each item with the existing plant and machinery:

a) Normal _____

b) Maximum _____

9. Details of arrangements for quality control of products such as laboratory etc.

10. (a) Details of Technical/supervisory staff in-charge of production and quality control.
(b) Skilled labour employed.
(c) Unskilled labour employed.
(d) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application.

11. Whether Partial bullet proofing of TATA Truck were tested to any standard specification, if so copies of original test certificate should be submitted in triplicate .

Place _____

Date _____

Signature and designation of the Tenderer

N.B.: Details under column 6 to 11 inclusive need to be restricted to the extent they pertain to the item(s) under reference.

Signature of Tenderer

PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY
(ON BANKS LETTER HEAD WITH ADHESIVE STAMP)

To

The Commandant,
90 Bn CRPF, Urenhall,
Anantnag (J&K)

Dear Sir,

In accordance with your invitation to Tender No _____
M/s. _____ here in
after called the Tenderer with the following Directors on their Board of Directors/Partners of the
firm.

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

wish to participate in the said tender enquiry for the supply of _____ as a bank
guarantee against Earnest Money for a sum of Rs. _____ (in words)
_____ valid for 180 days from the date of tender opening viz. up to
_____ is required to be submitted by the Tenderer as condition for the participation, this
bank hereby guarantees and undertakes during the above said period of 180 days, to immediately
pay on demand by _____ in the amount of without any reservation and recourse if,

1. The Tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser (Commandant 90 Bn CRPF).

2. The Tenderer withdraws the said tender within 180 days after opening of tenders

OR

3. The Tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the general conditions of the contracts.

The guarantee shall be irrevocable and shall remain valid up to _____ if further extension to this guarantee is required, the same shall be extended to such period on receiving instructions from the tenderer on whose behalf this guarantee is issued.

This guarantee will remain in force up to and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Date. _____

Signature. _____

Place _____

Printed Name. _____

Witness _____

(Designation) _____

(Banker's Common Seal)

Signature of Tenderer

Performance statement for last three years

Name of Firm:

1. Contract Nos. :
2. Description of Stores :
3. Quantity on order :
4. Value :
5. Original D.P. :
6. Qty. supplied within original D.P. :
7. Final Ext. D.P. :
8. Last supply position. :
9. Reasons for Delay in supplies (if any) :

Signature of Tenderer

QRs/ SPECIFICATION FOR PARTIAL BULLET PROOFING OF TATA TRUCK

Being a sensitive nature item, QRs/ specification of Partial Bullet Proofing of Vehicles are not being uploaded on website. QRs would be handed over to only those concerned firms which have Department of Industrial Policy & Promotion (DIPP) license duly obtained from Govt. of India, Ministry of Commerce & Industry and on their written request in their official letter signed by either head of the division or equivalent officer authorized for doing so. The letter must contain proper identification of the Company i.e. registration details etc. The letter signing authority must also sign non disclosure letter to CRPF clearly stating that such QRs will only be used for their in house research in production. Un authorized possession/ circulation of same will invite legal action. QRs will be handed over by Commandant 90 Bn CRPF.

Compliance statement as per QRs be submitted separately alongwith tender documents to be submitted manually at tender box kept at 90 Bn CRPF, Urenhall, Anantnag (J&K).

Signature of Tenderer

Check list for tenderers

(Tenderers should check following requirements for compliance before submission of the tender documents)

SL. No	Requirements to be checked by the tenderers before submission of the tender.	Compliance (To be indicated by the tenderer with “YES” after compliance of the requirements)
1.	Tenderers should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letter head of the technical bid.	
2.	Tenderers should ensure deposit of required Earnest Money Deposit if the tenderers are not registered with MSME unit or NSIC for the store(s) quoted for the governing specification as per Tender Enquiry	
3.	Tenderers should ensure that their registration with MSME as MSE and NSIC is valid if they are registered with MSME as MSE unit/NSIC and not depositing Earnest Money. They should enclose the latest MSME as MSE unit /NSIC registration certificate.	
4.	Tenderers should confirm that their equipment/products conform to the governing specifications of the quoted stores as per Tender Enquiry.	
5.	Tenderers should mention whether it is an SSI Unit or not.	
6.	Tenderers should mention their monthly manufacturing / supplying capacity.	
7.	Tenderers should mention in the Tender Enquiry that they accept our delivery terms i.e. they agree to supply stores at consignees’ locations at freight, risk and cost of the tenderers.	
8.	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender.	
9.	Tenderers should mention their Delivery Period clearly.	
10	Tenderers should give their past performance in the specified format given in the Tender documents.	
11.	Tenderers should mention that they agree to the Arbitration clause of the Tender Enquiry.	
12	Tenderers should mention that they agree to accept the conditions of the contract contained in DGS&D-68(Revised) amended up to 31.12.91 and those contained in Pamphlet No.DGS&D-229 read with Annexures attached.	
13	Tenderers should ensure that they have duly filled up Equipment and Quality Control Proforma given in the Tender documents.	

Signature of Tenderer

14	Tenderers should mention that Business dealing with their firms has not been banned by any govt/ private agencies.	
15	Tenderers should ensure that witness has signed at appropriate places of the Tender documents and full name and address of the witness have been mentioned clearly.	
16	Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory.	
17	If the tenderers want to mention any specific condition, it should be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.	
18	Tenderers should mention their address for communication with Telephone and Fax Number.	

Signature of the tenderer

Sl.No	Requirement	Firm should correctly fill following column	Indicate page Number of tender document whether related information is shown / available, so it can be verified. Columns should be highlighted.
1	Whether Registered with NSIC		
	Monetary Limit/ ATO/NSIC		
	Validity of registration		
2	Whether Registration with MSME as MSE unit		
	Monetary Limit/ ATO		
	Validity of registration		
3	Whether EMD enclosed (Should be valid upto 180 days from the date of opening of tender		
	Validity of EMD expiry on		
4	Whether specification Confirmed or not		
5	Whether firm agrees to accept conditions of contract as contained in DGS&D-68 (Revised) amended upto 31/12/91 and those contained Pamphlet No. DGS&D-29 read with Annexure attached.		
6	Validity of offer (Our requirement is 180 days from the date of opening)		
7	Past Performance(attached or not)		
8	Arbitration Clause (agreed or not)		
9	Warranty Clause (agreed or not)		
10	Liquidated damage clause (agreed or not)		
11	Partnership agreement (attached or not)		
12	Name & address of Bankers		
13	Equipment and Quality control proforma (Form No.7) duly filled or not		
14	Whether business dealing banned		
15	Whether witness have signed in list No.1 and form -68 –A or not		
16	Whether tender signed properly		
17	Whether any specific condition stipulated		

Signature of Tenderer

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub:- **Acceptance of Terms & Conditions of Tender.**

Tender Reference No. _____

Name of Tender/ Work :-

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work ' from the website(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s),etc., which form contract agreement and I/ we shall abide hereby the terms / conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender / bid including the fore of the full said earnest money deposit absolutely.

Signature of Tenderer_____

(Full Name and address of the persons signing in Block letters)
Whether signing as Proprietor/ Partner / Constituted Attorney/ duly authorized by the company

Signature of the Bidder, with Official Seal

Signature of Tenderer

PRE CONTRACT INTEGRITY PACT

GENERAL:-

This pre-bid pre-contract agreement (hereinafter called the Integrity pact) is made on----- day of the month of ----- 2019, between, on one hand, the President of India acting through Commandant----- Bn, CRPF,-----, Urenhall, Anantnag (Kashmir), MHA, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s ----- represented by Shri-----, Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise required, his successors and permitted assigns) of the second part.

WHEREAS the BUYER proposes to procure 01 No. Partial Bullet Proofing of TATA Truck and the BIDDER/ Seller is willing to offer/has offered the stores and

WHEREAS the BUYER is a private company/public company/ Government undertaking/partnership/registered exports agency, constituted in accordance with the relevant law in the matter and the BUYER is CRPF, MHA, GOI performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealing prior to, during and subsequent to the currency of contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Partial Bullet Proofing of 01 No. TATA Truck at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them their competitions will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity pact and agree as follows:-

Commitments of BUYER

- 1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicious of such a breach.
2. In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facts found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as demand fit, including criminal proceeding may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommended to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDERS will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personnel gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling tender. The terms "relative" for this purpose would be as defined in section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 The EMD submitted by the venders will be treated as the EMD/Security Deposit for the purpose of pre contract Integrity:

(i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(ii) Any other mode or through any other instrument (specified as EMD/PSD.)

5.2 **The Earnest Money/Security Deposit shall have to remain valid up to a period of 5 years or till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.**

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
6. Sanction for Violations
- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required assign any reason therefore.
 - (iii) To immediately cancel the contract, of already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER With interest thereon at 2% higher than the prevailing Prime lending Rate of State Bank Of India while in case of a BIDDER from a country other than India with interest Thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such Outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To enforce the advance bank guarantee and performance bond/warranty bond, if Furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contract with the BIDDER. the BIDDER shall be liable to Pay compensation for any loss or damage to the BUYER resulting from such Cancellation/rescission and the BUYER shall be entitled to deduct the amount so Payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further Extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this pact by BIDDER(s) to any Middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any Contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the Same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to To (x) of this pact also on the Commission by the BIDDER or any one employed by it Or acting on its behalf (whether with or without the knowledge of the BIDDER), of an Offence as defined in Chapter ix of the Indian Penal code 1860 or Prevention Corruption Act 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purpose of this Pact.
7. **Fall Clause.**
- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
8. **Facilitation of Investigation?**
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **law and place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceeding.

11. **Validity**

11.1 The validity of this integrity Pact shall be from of its signing and extend up to 5 years or till complete execution of the contract to the satisfaction of both the BUYER and the BIDDER /seller , including warranty period , whichever is later. In case BIDDER is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this Pact shall remain valid, In this case,, the parties will strive to come to and agreement to their original intentions.

12. The parties hereby sign this integrity Pact _____ on _____

BUYER

BIDDER

Name of the Officer.

Designation

Department/Ministry

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clause would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.