

INVITATION OF LIMITED TENDER

Directorate General, CRPF

(Procurement Cell of Provisioning Directorate)
Block No.1, CGO Complex, Lodhi Road, New Delhi-110003
(Ministry of Home Affairs, Government of India)
(Tele No.011-24369586)
(e-mail : proccell@crpf.gov.in)



No. U.II-1478/2024-25-Proc-III
To,

Dated, the 29 Dec'2024.

- i) M/s Krystalvision Image Systems Pvt. Ltd.,
Shri SantDnyaneshwar Industrial Estate Plot
No. 58 & 59/2, D-II block, MIDC
Chinchwad, Pune- 411019 (Maharashtra)
GEPID-KCACEPR9064788C,
e-mail – svd@krystalvision.co.in
- ii) M/s Secumatic Technologies, LPP, A-5,
Nikash Skies, Someshwarwadi, Pashan,
Pune- 411008
GEPID – SCAAMOD2790372P
E-mail – secumatic@secumatictech.com

Dear Sir,

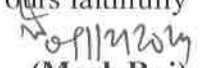
On behalf of the President of India, I invite you to **online bid/tender for the supply** of stores detailed in the schedule.

2. The conditions of contract which will govern contract made are contained in the tender enquiry read with the amendments enclosed with this tender enquiry. Special conditions attached to this invitation to tender will also form part of the conditions.

3. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be fully filled in, signed and submitted through e-Procurement website <https://eprocure.gov.in/eprocure/app> (CPPP). You must also furnish with your tender all the information called for as indicated in TE or amendment, if any. Attached list of questionnaire should also be answered and submitted through E-Procurement web site <http://eprocure.gov.in/eprocure/app>(CPPP), failing which your tender will be liable to be ignored, and not considered.

4. This tender is not transferable.

Thanking You.

Yours faithfully

(Megh Raj)

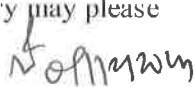
Commandant (Proc)

For and on behalf of the President of India

No. U.II-1478/2024-25-Proc-III

Dated, the 29 Dec'2024.

Copy to:-**Indenter:** DIG(Ord), Dte. w.r.t. ION No. A-VII-53/2024-25-Prov-Ord-VI(OPS-05) dated 12/11/2024 and 20/11/2024 along with copy of Tender Enquiry. Any error in the Tender Enquiry may please be communicated to this branch within 3 days.



(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India

Directorate General, CRPF
(Procurement Cell of Provisioning Directorate)
Block No.1, CGO Complex, Lodhi Road, New Delhi-110003
(Ministry of Home Affairs, Government of India)
(Tele No.011-24369586)
(e-mail : proccell@crpf.gov.in)



No. U.II-1478/2024-25-Proc-III

Dated, the 09 Dec 2024.

On behalf of the President of India, DG CRPF invite online **Limited Tender Enquiry in two bid system for the following store :-**

Limited Tender Enquiry No.	Description of Goods		EMD
	Description of Goods	Qty	
U.II.1478/ 2024 -25-Proc-III	OPX Revilator-05	05 Nos	Bid Security Declaration Certificate required to be submitted as per Appendix-2

2. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be fully filled in, signed and submitted through e-Procurement site <http://eprocure.gov.in/eprocure/app>. Attached list of questionnaire should also be answered and submitted through e-Procurement site <http://eprocure.gov.in/eprocure/app> failing which your tender will be liable to be ignored, and not considered. The tenderer can download the tender sent from above mentioned web site. Further, FAQs related to CRRPF tenders may be seen at <http://crpf.nic.in/tender/Tender-FAQ.pdf>.

3. This tender has following Schedules & Appendices

(I) Tender Notice (NIT)

(II) **SCHEDULE**

i)	Schedule-I	General Terms & Conditions of the LTE.
ii)	Schedule-II	Special instructions related to Tender Enquiry.

(III) **APPENDIXES**

i)	Appendix-1	Tender Acceptance Letter.
ii)	Appendix-2	Bid Security Declaration Certificate
iii)	Appendix- 3	Land Border Sharing Declaration/Model clause Certificate required as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No. F.No.F.VII-10/2021-PPD(i) dated 23/02/2023

iv)	Appendix-4	Make in India certificate as per Ministry of Commerce and industry. DPIIT (Public Procurement Section)OM No. P-45021/2/2017-PP(BE-II) dated 19/07/2024
vi)	Appendix-5	Proforma for submission of Bank Guarantee
vii)	Appendix-6	Details of Consignee
vii)	Appendix-7	Check List and Questionnaire
ix)	Appendix-8	Price bid in BOQ format.
x)	Appendix-9	Necessary Instructions for Online Bid Submission.

Encl : (Aforesaid schedules & Appendixes)

Yours faithfully



(Megh Raj)

Commandant (Proc)

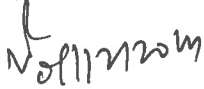
For and on behalf of the President of India

No. U.II-1478/2024-25-Proc-III

Dated, the 09 Dec'2024.

Copy to:-

Indenter: DIG (Ord), Dte w.r.t. ION No. A-VII-53/2024-25-Prov-Ord-6(OPX-05) dated 12/11/2024 and 20/11/2024 along with copy of Tender Enquiry. Any error in the Tender Enquiry may please be communicated to this branch within 3 days.

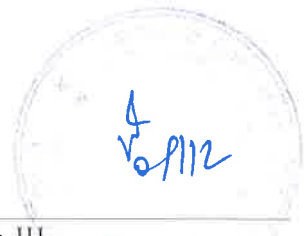


(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India

TENDER NOTICE



Schedule to Tender No.	:	U.II-1478/2024-25-Proc-III
Time and date of receipt of online tender	:	Up to 1130 hrs on 02 / 01 /2025
Time and date for online opening of tender	:	On or after 1130 hrs on 03 / 01 /2025
Validity of offer	:	180 days from the date of opening of tender

Director General, CRPF, New Delhi for and on behalf of the President of India invites online limited tender under two bid system (Technical and Commercial bid) on the prescribed form for the purchase of following stores as per details given below:-

Sl.	Description of Articles	Quantity	Critical dates
1	OPX Revilator-05	05 Nos	a) Date & time of receipt of online tender: up to 1130 hrs on 02 / 01 /2025 b) Date & time of opening of online tender: on or after 1130 hrs on 03 / 01 /2025

[Handwritten signature]

(Megh Raj)
Commandant (Proc)
For and on behalf of the President of India

GENERAL CONDITIONS OF TENDER



<p>1. Conditions / definitions</p>	<p>1. All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. <u>It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and conditions of the tender are understood and accepted should be signed and submitted through e-Procurement site https://eprocure.gov.in/eprocure/app.</u></p> <p>2. All relevant details, Description of task, scope of work, e-tender submission format and procedure including specifications, terms & conditions etc are provided in the Bid document available on CRPF website www.crpf.gov.in and procurement web portal <u>https://eprocure.gov.in/eprocure/app</u> (CPPP), same may be downloaded by the prospective bidders.</p> <p>3. <u>DEFINITIONS AND INTERPRETATION</u> In the contract the General and Special conditions governing it, unless the context otherwise requires:-</p> <p>(a) “Acceptance of Tender” means the letter or memorandum communicating to the contractor the acceptance of his tender and includes an advance acceptance of his tender;</p> <p>(b) “Consignee” means where the stores are required by the acceptance of tender to be despatched by rail, road, air or steamer, the person specified in the acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch of another person, such other person; and in any other case, the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified;</p> <p>(c) “Contract” means the invitation to tender, instructions to tenderers, tender, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and include a repeat order which has been accepted or acted upon by the contractor;</p> <p>(d) “Contractor” means the person with whom the contract is made and includes his heirs, executors, administrators or successors and permitted assignees, as the case may be;</p> <p>(e) “Secretary” means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General (Prov), DIG (Prov.), Commandant (Proc), Procurement Cell of this Dte. and every other officer authorized for the time being to execute contracts relating to purchase and supply of</p>
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stores on behalf of the President of India.

- (f) "**Schedule**" means the Schedule annexed to the acceptance of tender;
- (g) "**Signed**" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (h) "**Stores/Goods**" means the goods specified in the schedule which the contractor has agreed to supply under the contract;
- (i) "**Supply Order**" means an order for supply of stores and includes an order for performance of service;
- (j) "**Unit**" and "**Quantity**" means the unit and quantity specified in the Schedule;
- (k) "**Inspector**" means the people specified in the contract for the purpose of inspection of the stores or work under the contract and includes his authorised representative;

4. **AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR**

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Secretary may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make an authorise the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

5. **ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER**

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communications addressed to the contractor shall be sent unless the contractor has notified a change by a separate letter sent by registered post acknowledgement due. The contractor shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.

6. **SIGNING OF TENDER**

(a) Tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the tender are not fully filled in. Special attention must be paid to the delivery dates and also to the General Conditions of the Contract.

(b) Individual signing the tender or other documents

		<p>connected with a contract must specify whether he signs as :</p> <p>i) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.</p> <p>ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.</p> <p>iii) Constituted attorney of the firm if it is a company.</p> <p>7. AUTHORITY OF THE SECRETARY</p> <p>For all purposes of the contract including arbitration proceedings there under, the Secretary shall be entitled to exercise all the rights and powers of the Purchaser.</p>
2.	Dispatch instructions	Tendered items are required to be delivered at consignee's location at freight, risk and cost of the supplier.
3.	Payment terms.	<p>Payment will be released after successful supply of complete stores at the consignee location with the following terms and conditions & receipt of required documents:-</p> <p>a. Firm has submitted Performance bank Guarantee (PSD) of an amount equivalent to 3% of the total contract value, valid for a period of 28 months plus 60 days (i.e. 30 Months) beyond the guarantee/Warranty period.</p> <p>b. Inspection Certificate (JRI) issued by consignee that all parts are functioning properly and no deviations have been noticed at the time of final delivery, if applicable.</p> <p>c. Line Committee Report (LCR) issued by the consignee after successful delivery of the stores at the consignee location</p> <p>d. Certificate issued by the consignee that staff has been trained on the equipment as per schedule of the tender, as applicable.</p> <p>e. Regularization of case if supply is made beyond the fixed / stipulated delivery period.</p>
4.	Purchaser discretion	<p>(a) Purchaser reserves the <u>right to change the consignee</u> as per requirement at any stage.</p> <p>(b) Purchaser reserves the <u>right to cancel / reject or Scrap the tender</u> without assigning any reason.</p> <p>(c) Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.</p>
5.	Liquidated damages	In case firm does not complete the supply within fixed Delivery Period, Liquidated Damages will be imposed/recovered a sum equivalent to 0.5 (half) % of the delivered price (including GST, freight and other charges) of the delayed Goods/Stores for each week of delay or part thereof until actual delivery or performance, <u>subject to maximum deduction of 5% of the total contract value, In case of inordinate delay (i.e. inexcusable delay of more then one-</u>

		<p>fourth (25%) of the total completion period shall be treated as inordinate delay) and maximum deduction shall be 10% of the total contract value. After which purchaser reserves the right to either extend further or cancel the contract as per Para 9.3.9 of Manual of Procurement of Goods Second Edition-2024.</p>
6.	Performance Security Deposit (PSD)	<p>a) The successful firm shall have to deposit a Performance Security Deposit (PSD) to the tune of 3% of the total contract value within 28 days from the date of issue of contract for the due performance of the contract. In case of failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the right to cancel the contract.</p> <p>b) Performance Security Deposit (PSD) @ 3% of the total contract value is required to be deposited by the successful bidder which shall remain valid for a period of 28 months plus 60 days (i.e. 30 Months) beyond the guarantee/Warranty period of BR metal/composite material parts/ PCIP and BR Glass whichever is later.</p> <p>c) PSD in the form of Bank Guarantee / E- Bank Guarantee should be issued in favour of DIG (Prov), DTE General, CRPF, New Delhi. (Bank Name- IFSC Code:- SBIN0007837, Branch Name:- CGO, Complex, Lodhi, Raod, New Delhi.)</p> <p>d) If the supplier fails to deliver OPX Revilator in the promised period and places request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs.10/- duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the guarantee / warranty period.</p>
7.	Eligibility	<p>(i) Only those firms should respond who are manufacturers/bidders of the offered stores and full filling the criteria of “Class-I or Class-II local supplier” as per MII order dated 19/07/2024.</p> <p>(ii) Firm who are having valid ToT for manufacturing of OPX Revilator from DRDO</p>
8.	<p>TWO BID SYSTEM</p> <p>Firms are requested to submit his offer in two covers as under:-</p> <p>(A) FIRST COVER (Technical Bid) should contain the following :-</p> <p>Documents to be submitted online (scanned copy) on CPPP :-</p> <p>(a) Tender Acceptance Letter. (Appendix-1)</p> <p>(b) Bid Security Declaration Certificate. (Appendix-2).</p> <p>(c) Land Border Sharing Declaration/Model Clause Certificate (Appendix-3)</p> <p>(d) “Make in India” certificate mentioning local content percentage with details of locations at which value addition is made as per DPIIT order dated 19/07/2024.</p>	

	<p>(Appendix-4)</p> <p>(e) Undertaking regarding Guarantee/warranty as per clause-09 of Schedule-II</p> <p>(f) Copy of valid UDYAM/Startup Certificate (as applicable) & GSTN registration, Cancelled Cheque of firm.</p> <p>(g) Undertaking regarding After Sales service as per Clause- 15 of Schedule-II.</p> <p>(h) Check List & Questionnaire (Appendix-7)</p> <p>(i) Any other relevant documents which the firm wishes to submit.</p> <p>(B) <u>SECOND COVER (Commercial / Price Bid) should be submitted online as per“ BOQ format”.</u></p> <p>a. Prices should be quoted only online separately as per BOQ (Appendix-8) price bid formats provided along with the tender documents for OPX Revilator at e-Procurement site http://eprocure.gov.in/eprocure/app. <u>Only</u>. The composite bid i.e rate indicated in the technical bid OPENLY shall be ignored.</p> <p>b. Only the technical bid and original/Scanned /Online documents received shall be opened on the date of tender opening.</p>
9.	<p><u>FORCE MAJEURE CLAUSE</u></p> <p>If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 14 days from date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.</p>
10.	<p><u>PENALTY FOR USE OF UNDUE INFLUENCE</u></p> <p>(a) The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the Contracts or Forbearing to do or for having done or forborne to do any act in relation to 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.</p> <p>(b) Any breach of the aforesaid undertaking by the seller or any one employed by him or</p>

	<p>acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offer by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.</p> <p>(c) A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.</p> <p>(d) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.</p>
11.	<p><u>TERMINATION OF CONTRACT</u></p> <p>Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-</p> <p>a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.</p> <p>b) The Seller is declared bankrupt or becomes insolvent.</p> <p>c) The delivery material is delayed due to causes of Force Majeure by more than 90 days.</p> <p>d) In case Performance Security is not furnished within 30 days from the date of issuing of A/T.</p>
12.	<p><u>DEFECT LIABILITY CLAUSE</u></p> <p>In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the Tenderer will be bound to replace the defective store at his risk and cost within 01 month.</p>
13.	<p><u>PURCHASER'S RIGHTS WHILE GRANTING ANY EXTENSION IN DELIVERY PERIOD</u></p> <p>(a) In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not put up for inspection within the delivery period fixed in the acceptance of tender at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-</p> <p>(b) The purchaser has the right to recover from the contractor under the provisions of clause 7 of the General conditions of tender liquidated damages on the stores which the contractor has failed to deliver within the delivery period fixed for delivery.</p> <p>(c) That no increase in price on account of any statutory increase in or fresh imposition of</p>

	<p>Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in the acceptance of tender which takes place after the date of the delivery period stipulated in the acceptance of tender shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the acceptance of Tender.</p> <p>(d) That notwithstanding any stipulation in the contract for increase in price of any other ground, no such increase which takes place after the date of the delivery stipulated in the acceptance of Tender shall be admissible on such of the said stores as are delivered after the expiry of the D/P stipulated in the acceptance of Tender.</p> <p>(e) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds which takes place after the expiry of the date of delivery stipulated in the acceptance of Tender.</p>
14.	<p><u>ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER</u></p> <p>For all purposes of the contract including arbitration there under, the address of the contractor mentioned in Tender shall be the address to which all communications addressed to the contractor shall be sent unless the contractor has notified a change by a separate letter /E-mail sent by registered post acknowledgement due or by official E-mail address. The contractor shall be solely responsible for the consequences of any omission to notify a change of address in the manner aforesaid.</p>
15.	<p><u>CONSIGNEE'S RIGHT OF REJECTION</u></p> <p>Notwithstanding any approval which the Inspector may have given in respect of the stores or any part or portion thereof or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores or any part, portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place or destination specified in the schedule.</p>
16.	<p><u>PURCHASE/PRICE PREFERENCE CLAUSE</u></p> <p>(As per GOI MoF Department of Expenditure Public Procurement Division, Office Memorandum No.F.1/4/2021-PPD dated 18/05/2023)</p> <p>The applicability of PPP-MSE and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:-</p> <p>(a) Items covered under Para 3(a) of PPP-MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers/No-local suppliers are not eligible to bid. Possible scenarios can be as under:</p> <p>(i) L-1 "MSE Class-I local supplier" – 100% of the tendered quantity is to be awarded to L-1.</p> <p>(ii) L-1 is "Non-MSE but Class-I local supplier" – Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.</p> <p>(b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These</p>

items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" – 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- (c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:
- (c) (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" – Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" – Purchase preference to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" – Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" – Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder.
- (c) (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" – Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the MSE Class-I local supplier" falls within 15% margin of purchase preference – Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - (A) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is to be awarded to L1
 - (B) L-1 is "Non-MSE non-Class-I local supplier" – First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept – purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept contract to be awarded to L-1.
- (d) Items reserved for both MSEs and Class-I local suppliers: These Items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference

does not arise.

(e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

10/11

17. **Make in India CLAUSE**

(As per GOI Ministry of Commerce and Industry Department of Promotion of Industry and Internal Trade (Public Procurement Section) Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.ii dated 19/07/2024

- a. **Minimum Local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For "Class-II local supplier", the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
- b. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- c. **Requirement of Specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- d. **Government E-Marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
- e. **Verification of local content:**
 - i. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - ii. **In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier'/ Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. (with duly mentioning UDIN)**
 - iii. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to non-local, a penalty upto 10% of the contract value

- may be impose. However, contract once awarded shall not be terminated on this account.
- iv. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- v. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- vi. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- vii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- viii. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9 (i) below.
- ix. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- a. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner,
 - b. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - c. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the a manner that ongoing procurement are not disrupted.
 - d. A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities in the manner prescribed above.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount

	<p>to manufacture because no new goods come into existence.</p> <p>‘Repackaging’ means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.</p> <p>‘Rebranding’ means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.</p> <p>d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain form bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.</p> <p>e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local contact.</p>
18.	<p><u>FRANKING CLAUSE :</u></p> <p>The following Franking clause will form part of the contract placed on successful bidder :</p> <p>a) Franking Clause in the case of Acceptance of Goods, “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract”.</p> <p>b) Franking Clause in the case of Rejection of Goods, “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract”.</p>
19.	<p><u>SUBMISSION OF OFFER</u></p> <p>Officers should be submitted by tenderer on the basis of free delivery up to consignees’ location by firm.</p>
20.	<p><u>INSURANCE:</u></p> <p>Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the consignee destination. The consignee, as soon as possible but not later than 30 days of the date of arrival of the stores at destination, notify to the contractor any loss or damage to the stores that may have occurred during the transit.</p>
21.	<p><u>QUALITY</u></p> <p>The decision of the Director General, CRPF shall be final as to the quality of the stores and shall be binding upon the tenderer and in case of any of the articles supplied not being found as per specification and approved sample shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects. The rejected items must be removed by the tenderer from the consignees’ premises within 15 days from the date of the information about rejection. The in-charge stores concerned will take reasonable view of such materials but in no</p>

	case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.
22.	<p><u>DENIAL CLAUSE</u></p> <p>Any increase in statutory duties and / or upward rise in prices due to the PVC clause and / or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties.</p>
23.	<p><u>OPTION/TOLARANCE CLAUSE/REPEAT CLAUSE</u></p> <ol style="list-style-type: none"> 1. The purchaser reserves the right to increase or decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period). 2. The purchaser reserves the right to place 25 % extra order under tolerance/option clause on the successful bidder at the rates quoted by bidder at the time of placement of contract or during the currency of the contract. 3. Firm/Bidders are bound to accept the orders accordingly.
24.	<p><u>Provisions for Debarment of Suppliers:-</u></p> <p>As per Manual for procurement of goods second edition, 2024 para No. 3.7.1 registration of suppliers and their eligibility to participate in Procuring Entity's procurements is subject to compliance with the Code of Integrity for Public Procurement and satisfactory Performance in contracts. Rule 151 of General Financial Rules (GFR), 2017 states the following regarding the 'Debarment from Bidding': -</p> <ol style="list-style-type: none"> a) A bidder shall be debarred if he has been convicted of an offence- <ol style="list-style-type: none"> (i) under the Prevention of Corruption Act, 1988, or ii) the Indian Penal Code 52 (IPC), 1860 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract. b) A bidder debarred under sub-section (a), or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. c) A procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it for a period not exceeding two years if it Determines that the bidder has breached the code of integrity. d) The bidder shall not be debarred unless such bidder has been given a reasonable Opportunity to represent against such debarment.
25.	QRs/TDs are sacrosanct. No query / representation on QRs/TDs shall be entertained.
26.	If any firm quotes zero/abnormally low rates, that TE will be considered as un-responsive.
27.	Firm /Seller with conflict of interest will be disqualified.
28.	If OEM also participates in the TE, then TE from bidders will be ignored.
29.	If Original EMD is not submitted by any bidder other than an exempted entity, the TE will be rejected / disqualified during preliminary scrutiny.
30.	Firm /Seller's offer is liable to be rejected if they don't upload any of the certificates /documents sought in the TE document, ATC and Corrigendum if any.
31.	Authorized Dealers are required to submit Guaranty/Warranty of the stores being procured through the instant TE from the OEM apart from submitting authorized dealership certificates

	from the OEM.
32.	Resultant contract will be interpreted as per Indian contract Law.
33.	Firm /Seller are requested to go through the terms and conditions carefully and accordingly submit all the documents/certificates as called for in the TE, failing which their offer shall liable.
34.	Late bids shall not be considered.
35.	No conditional offer will be considered.
36.	Grievances and its Redressal will be addressed as per para 3.4 of Manual for procurement of goods second Edition, 2024.
37.	Frustration of Contract will be addressed as per para No. 9.8.4 of Manual for procurement of goods second edition, 2024.
38.	Limitation of Liabilities will be addressed as per Manual for procurement of goods second edition, 2024 para No. 9.8.5
39.	Tenderer will be fully responsible for proper testing and making the store functional before final settlement of account
40.	In the event of a contract being cancelled for any breach committed and the purchaser effecting repurchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.
41.	Only queries/representations received through mail/e-mail for first time within 07 days will only be examined by the competent authority and reply will be sent to concerned bidder and corrigendum will be issued, if required. Queries/Representations complaints received after 07 days of publication of TE will not be entertained either online or offline. Queries or complains from firms or persons not participating in the instant bid will also not be entertained.
42.	<p>NOTE:</p> <p>(a) Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.</p> <p>(b) The firms applying tenders against the subject Tender Enquiry 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 bidder, no repeat no clarifications will be sought from the concerned bidder and its offer will be rejected out rightly.</p> <p>(c) Before submission of tender, tenderer will check the questionnaire attached to these Tender Documents as Appendix-“7” & Special Instructions as SCHEDULE-“II” for compliance on various stipulations of the tender.</p> <p>(d) Bidder should have GcM Registration ID at the time of placement of A/T.</p> <p>(e) Online queries/e-mail representation/queries/grievances may be submitted by the firms/bidders after publication of this Tender on CPP portal, which will be examined by the competent authority as per extant rules and suitable reply will be sent to relevant firms/bidders and same will also be published on CPP portal if required. E-mail address for queries/complaints is proccell@crpf.gov.in. Corrigendum required, if any, shall also be published. Thereafter no online/offline queries/grievances/representation shall be entertained. Query/Representation be addressed to DIG (Prov.), Directorate General CRPF, Block No.1. CGO Complex, Lodhi Road, New Delhi-110003. On above mentioned e-mail.</p> <p>(f) Special Instructions of instant Tender will supersede over relevant General Terms and Conditions of this Tender.</p>

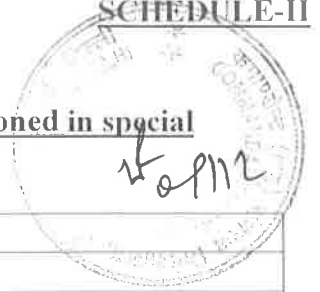
(Megh Raj)

Commandant (Procurement)

For and on behalf of the President of India.

SPECIAL INSTRUCTION

(If any instruction contained in this tender is contrary to instructions mentioned in special instructions, the special instructions will prevail.)



1.	Purchaser	CRPF DTE.
2.	Name of store	OPX Revilator
3.	Quantity	05 Nos
4.	Consignee	Institute of IED Management, GC CRPF, Talegaon Campus, Pune, Po-Vishnupuri, Maharashtra-410507. E-mail – iiedm@crpf.gov.in
5.	Delivery Period	04 months from the date of issue of supply order/AT.
6.	Tender Sample	<ul style="list-style-type: none"> i) Only those firms who will be technically qualified shall be apprised to deposit one Tender Sample of OPX Revilator at Institute of IED Management, GC CRPF, Talegaon Campus, Pune, Po-Vishnupuri, Maharashtra. ii) One Tender Sample is required for evaluation purpose as per QR/TDs & TE conditions during STEC cum field trial. iii) Minimum 21 days time shall be given to all such firms to deposit Tender Sample and time will start from the date of issue of letter/e-mail. iv) Tender sample of successful firm will be kept at IIM Pune till receipt of complete supply of stores for comparison with bulk supply. v) Tender Sample of unsuccessful firm shall be returned after completion of STEC cum Field Trials.
7.	STEC cum Field Trial	STEC cum field trial will be conducted as per MHA approved QRs/TDs by an inter CAPF Board of Officers at IIM CRPF, Pune, Maharashtra.
8.	Inspection of store	<p>JRI(Joint Receipt Inspection) will be conducted in the presence of CRPF BOOs and representative of the firm at consignee location. Following to be checked during JRI:-</p> <ul style="list-style-type: none"> i) Quantitative checking: Firm has to deliver complete store with each units as mentioned in the Annexure-III (deliverable) of approved QR/TDs. Any deficiency of the item will not be acceptable. ii) No breakage or incomplete store will be acceptable. iii) JRI board will collect all the required documents from the seller as per QR/TDs, ensure correctness and enclosed alongwith the JRI proceedings. iv) All OPX Revilators will be checked for all parameters as per the QR/TDs. v) Price list of all critical spares may also be submitted by the firm at the time of JRI. BOOs to include it in the board proceedings. vi) The cost of Inspection will be borne by the seller.

9.	Guarantee /Warranty	<p>(a) 24 months from the date of issued voucher.</p> <p>(b) Except as otherwise provided in the invitation to the tender, the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for the warranty period from the date of acceptance of the said goods/stores/articles to the purchaser and notwithstanding the fact that the purchaser(Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid warranty period, the said stores/goods/articles be discovered not to conform to the description and quite aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within 30 days in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty herein contained.</p> <p>(c) Warranty to the effect that the supplier shall make available the blue prints of drawing of the spares if and when required in connection with equipment in case the supplier is considering discontinuing production or unable to supply the said part.</p> <p>(d) If the store found defective upon receipt/Inspection or under Guarantee/Warranty, the supplier will replace or repair the store at consignee free of cost within 01 month.</p> <p>(e) Unconditional undertaking regarding acceptance of Guarantee/Warranty is required to be submitted by the firm along with tender documents.</p>
10.	Terms of delivery:-	<p>Delivery at ultimate consignee location i.e. Institute of IED Management, GC CRPF, Talegaon Campus, Pune, Po-Vishnupuri, Maharashtra-410507. Supplier will arrange delivery of stores to consignee location under own arrangement. Supply will be made in one lot within the delivery period of 04 months. In case, supplier firm wishes to make supply more than in one lot, same may be given in writing by the firm alongwith bid document. However, it should not go beyond the delivery period of 04months.</p>
11.	Packing &Marking:-	<p>The seller shall provide packing and preservation of the OPX Revilator – 5 Nos. Packed to ensure their safety against damage in the condition of land, sea and air transportation, storage and weather hazard during the transportation, subject to proper cargo handling. The seller ensures that the stores are packed in prescribed containers</p>

		which are made of sufficiently strong materials.
12.	Quality Assurance:-	The item should be latest manufactured, conforming to the current production standard and having 100% defined life at the time of delivery. It may also be ensured that revised QRs/TDs don't compromise the requisite quality standards of the product.
13.	Refund of cost of OPX Revilator or replacement of same specification in case of any store is found defective	Tenderer should undertake to refund the cost of defective store(s) or replace the store(s) same specification in case of any store(s) is found defective as per Guarantee/Warrantee clause.
14.	Requirement of Operational Training	Firm to provide 05 days operational training to troops at consignee location i.e. IIM CRPF Pune. Further, 05 personnel to be trained for minor repairs of equipment of Firm's premises for 3 days.
15.	Requirement of after sales Service	After culmination of warranty period of 24 months , after sales service is required for next 5 years for repair and spares of OPX Revilator. Unconditional undertaking regarding acceptance of After Sale Service is required to be submitted by the firm along with tender documents.
16.	Important Note	The Store should be BRAND new and Lot/Model No./Batch No./Year of manufacture name of manufacture should be mentioned.

(Handwritten signature)

(Megh Raj)
 Commandant (Procurement)
 For and on behalf of the President of India.

TENDER ACCEPTANCE LETTER*(To be submitted by the firm on the Company Letter Head)*

Date: / /2024

To,

The DG,
CRPF, Dte, General
CGO, Complex, Lodhi Road
New Delhi

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

Tender Reference No: U.II-1478/2024-25-Proc-III

Name of Tender : - **“OPX Revilator”**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender from the Website. <https://eprocure.gov.in/eprocure/app>

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. 1 to 31 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by 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 the tender 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 forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

*J
veem*

BID SECURITY DECLARATION CERTIFICATE

To,
The DIG(Prov),
Dte. Genl., CRPF,
CGO Complex, Lodhi Road,
New Delhi.

Sir,

Tender reference No. _____ Date _____

Name of Item / Store _____

We, M/s _____

Undertake that if we withdraw or modify our bid during the period of bid's validity or if we are awarded the contract and we fail to sign the contract or fail to submit a Performance Security Deposit as per terms and conditions of Tender enquiry as well as A/T before the deadline defined in bids documents, then we are liable to be suspended for a period of 02 years from being eligible to participate and submit bids for the T/E or any contract with Procurement Entity (CRPF).

Yours faithfully

(Signature of the Authorized Signatory of bidder with official seal)

Land Border Sharing Declaration/Model clause Certificate
(To be submitted by the firm on the Company Letter Head)



In compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division
Order No.F.7/10/2021-PPD(1) Dated 23.02.2023.

Tender No. _____ Dated _____

Name of Item / Store: _____

“ I/we have read the clause pertaining to Ministry of Finance, Department of Expenditure’s (DoE) Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India and

a) I/we certify that this firm/bidder is not from such a country and eligible to be considered for this tender.”

OR

b) I/we certify that this firm/bidder is from such country, has been registered with the competent authority and fulfils all requirements in this regard and is eligible to be considered.”
(Valid registration by the competent authority shall be attached)

(Strike off the portion not applicable)

Remarks:-

If the above certificate given by a bidder whose bid is accepted is found to be false, this would lead to immediate termination and further legal action in accordance with Law.

Signature of Bidder:- _____

Name of firm: _____

form

“MAKE IN INDIA” CERTIFICATE (MI)

In line with revised public procurement (preference to make in India)

[DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-11) dated 19/07/2024]

(To be submitted by the firm on the Company Letter Head)

Tender No. _____ Dated _____

Name of Item / Store: _____

Sub: DECLARATION OF MINIMUM LOCAL CONTENT(MAKE IN INDIA CERTIFICATE)

I/ We hereby certify that the Store(s) / Product(s) /item(s) offered by M/s..... (Specify the name of the firm) has a local content(Indigenous) of..... % (specify percentage) and this meets the local content requirement for..... (Specify ‘Class-I local supplier’ / ‘Class II local supplier’) as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 16.09.2020 issued by DPIIT and subsequent order(s) as applicable on the date of submission of tender

The details of the location(s) (Factory / Manufacturing Plant Address) at which the local value addition is made, is (are) as follows:-

1. _____

2. _____

Note- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Signature & Seal of Authorized Signatory)



PROFORMA FOR BANK GUARANTEE
(ON BANK LETTER HEAD WITH ADHESIVE STAMP)

To,

The DIG (Prov), Directorate General,
CRPF, CGO Complex, Lodhi Road,
New Delhi.

Dear Sir,

In accordance with your A/T (Supply Order/Contract Order) No. _____ dated _____ placed upon M/s- _____ (herein after called the supplier firm) for procurement of **OPX Revilator** at a total cost of Rs. _____ (Rupees _____) only with the following Directors on their Board of Directors.

1. _____

2.

3. _____

4. _____

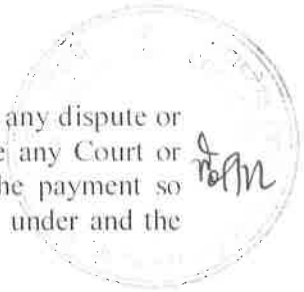
Wish to deposit a Bank Guarantee for a sum of Rs. _____ (in words) _____ valid for a period of 06 months from the date of issue of A/T as quoted above viz. up to _____ as condition for the receipt of advance payment. This bank hereby guarantees and undertakes that during the above said period of 06 months as indicated above, to immediately pay on demand by _____ in the amount without any reservation and recourse if :-

- i) The supplier firm after receipt of advance payment, does not make the supply of the goods or on account of non compliance of advance payment of the terms and conditions of the A/T, except with the previous written consent of the purchaser.
- ii) The supplier firm after receipt of A/T (Supply Order) and advance payment so paid to the supplier firm by the purchaser as per terms and conditions of the contract, fails to comply with the terms and conditions of contract within the period as provided in the general conditions of the contracts.

2. The guarantee shall be irrevocable and shall remain valid up to _____
“We..... undertake, not to revoke this Bank Guarantee, during its currency period, except with the previous consent of the Government/purchaser, in writing.

3. We _____ do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of non compliance of the advance payment terms and conditions as contained in the contract order and breach of the contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.



5. This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

6. We, _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing

Signature of the Bank Manager

With office seal

Full name of the signatory and full address of the bank.

Date _____
Place _____
Witness _____

Signature. _____
Printed Name. _____
(Designation) _____
(Banker's Common Seal)

No. U.II-1478/2024-25-Proc-III

Dated, the *28* Dec'2024

Appendix-'6'



DETAILS OF CONSIGNEE

Sl. No.	Consignees and destination	Name of item	Quantity
01.	Institute of IED Management, GC CRPF, Talegaon Campus, Pune, PO-Vishnupuri, Maharashtra-410507 Tel. No. 02114-295452 (O), 295453(R), 295450 (C/R) E-mail: iiedm@crpf.gov.in	OPX Revilator	05 Nos.

Megh Raj

(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India.

CHECK LIST AND QUESTIONNAIRE FOR TENDERER/BIDDER*(To be submitted by the firm on the Company Letter Head)*(Please write **Yes** or **No** in appropriate box and fill the answer correctly)

Sl. No	DETAILS	Yes/No
1)	Whether Firm is MSE . If Yes, Udyam Certificate is submitted or not.	
2)	Whether Firm is an Original Equipment Manufacturer of the Offered store (s) .	
3)	Whether Firm is Authorized Re-seller . If yes, Authorization Certificate with warranty cover issued by OEM is submitted or not.	
4)	Have you read the entire terms and conditions of the tender documents including buyer added specific terms and conditions, annexure(s), schedule(s) etc. and unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety?	
5)	Do you accept the condition/Definitions? [as per Sl. No.-1 (1 to7) of Schedule-I]	
6)	Do you accept the dispatch instruction?[as per Sl. No.- 2 of Schedule-I]	
7)	Do you accept the Payment Terms? [as per Sl. No.- 3 of Schedule-I]	
8)	Do you accept the purchaser discretion?[as per Sl. No.- 4 of Schedule-I]	
9)	Do you accept the Liquidated damages?[as per Sl. No.- 5 of Schedule-I]	
10)	Do you accept the Performance Security Deposit terms? [as per Sl.No.-6 of Schedule-I]	
11)	Do you accept the eligibility Clause?[as per Sl. No. 7 of Schedule-I]	
12)	Do you accept the Force Majeure clauses?[as per Sl. No.- 9 of Schedule-I]	
13)	Do you accept the Penalty for use of undue influence?[as per Sl. No.- 10 of Schedule-I]	
14)	Do you accept the Termination of Contract?[as per Sl. No.- 11 of Schedule-I]	
15)	Do you accept the Defect Liability clause?[as per Sl. No.- 12 of Schedule-I]	
16)	Do you accept the Purchaser's Rights while granting any extension in delivery period?[as per Sl. No.- 13 of Schedule-I]	
17)	Do you accept the Consignee's right of rejection? [as per Sl. No.- 15 of Schedule-I]	
18)	Do you accept the Purchase/Price Preference Clause? [as per Sl. No.- 16 of Schedule-I]	
19)	Do you accept the Make in India clause? [as per Sl. No.- 17 of Schedule-I]	
20)	Do you accept the Franking clause? [as per Sl. No.- 18 of Schedule-I]	
21)	Do you accept the Submission of Offer clause? [as per Sl. No.- 19 of Schedule-I]	
22)	Do you accept the Insurance clause? [as per Sl. No.- 20 of Schedule-I]	
23)	Do you accept the Quality clause? [as per Sl. No.- 21 of Schedule-I]	
24)	Do you accept the Denial clause? [as per Sl. No.- 22 of Schedule-I]	
25)	Do you accept the Option/Tolerance clause? [as per Sl. No.- 23 of Schedule-I]	
26)	Do you accept the Provisions for Debarment of Suppliers? [as per Sl. No.- 24 of Schedule-I]	
27)	Do you accept the General conditions?[as per Sl. No.- 25 to 42 of Schedule-I]	
28)	Do you accept the Quantity of store?[as per Sl. No.- 3 of Schedule-II]	
29)	Do you accept the Consignee's location?[as per Sl. No.- 4 of Schedule-II]	
30)	Do you accept the Delivery Period of 4 months?[as per Sl. No.- 5 of Schedule-II]	
31)	Do you accept the Tender Sample clause? (as per Sl.No.6 of Schedule-II)	
32)	Do you accept the STEC cum Field Trial Clause?[as per Sl. No.- 7 of Schedule-II]	

33)	Do you accept the store inspection clause?[as per Sl. No.- 8 of Schedule-II]	
34)	Do you accept Guarantee/Warranty (2 Years) clause?[as per Sl. No.- 9 of Schedule-II]	
35)	Do you accept the Terms of Delivery clause?[as per Sl. No.- 10 of Schedule-II]	
36)	Do you accept the Packing & Marking clause?[as per Sl. No.- 11 of Schedule-II]	
37)	Do you accept the Quality Assurance clause?[as per Sl. No.- 12 of Schedule-II]	
38)	Do you accept refund of cost of OPX Revilator or replacement of same specification in case of any store is found defective?[as per Sl. No.- 13 of Schedule-II]	
39)	Do you accept the Operational Training clause? (as per Sl.No. – 14 of Schedule-II)	
40)	Do you accept the Requirement of after sale service Clause?[as per Sl. No.- 15 of Schedule-II]	
41)	Whether validity of offer for 180 days from the date of tender opening is accepted or not.	
42)	Tender Acceptance Letter is submitted or not. (as per Appendix-1)	
43)	Bid Security Declaration Certificate is submitted or not.(As per Appendix-2)	
44)	Land Border Sharing Declaration / Model clause Certificate required as per Ministry of Finance, Dept of Expenditure (Public Procurement Division) OM F.No.F.VII-10/2021-PPD(i) dated 23/02/2023 is submitted or not. (as per Appendix-3)	
45)	Make in India (MII) Certificate (as per Appendix-4) duly mentioning “ Percentage of local content with Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made ” as per DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP(BE-II) Part (IV) Vol-II dated 19/07/2024 is submitted or not.(As per Clause 16 of Schedule-I)	
46)	Unconditional under taking regarding acceptance of Guarantee/Warranty is submitted or not as per clause-09 of Schedule-II	
47)	Unconditional Undertaking regarding acceptance of After Sales service is submitted or not as per Clause- 15 of Schedule-II.	
48)	Copy of valid UDYAM certificate (as applicable), GSTN registration & Cancelled Cheque is submitted or not?	
49)	Check List & Questionnaire (Appendix-7)	
50)	Have you signed each page of the tender documents with the name and seal of the signatory & submitted the same?	
51)	It is certified that i) I / We / Firm have/has not submitted any false/forged/manipulated/misleading document in the instant TE or in any TE in the last three years. ii) Central/State Government Organization/PSU/ Public Listed Company have not found firm’s documents to be fake / misleading in the last three years. iii) I / We / Firm am/are/is not insolvent/bankrupt, or subject to liquidation, court receivership or similar proceedings. iv) Contract of firm has not been terminated before completion of the contract due to their fault within the last three years. v) Firm (including partner firm) has not refused to accept the contract during bidding in the last three years. vi) Firm (including associate firms, partners, proprietors, directors) is not under debarment(blacklisted/banned/suspended etc.) by CRPF, GeM, MHA or other Ministry (in case debarment order is applicable across Ministries) on the date of TE opening.	



Signature of Bidder: _____

Name of firm: _____



BS										
A	B	C	D	E	M	O	BA	BB	BC	BD

- 1 **Validate** **Print** **Help**
- 4 Tender Inviting Authority: Directorate General,CRPF
- 5 Name of Work: OPX Revilator
- 6 Contract No: U.II-1478/2024-25-Proc-III

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE
 (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)
 (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBE R #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMB ER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST on basic rate in %	TOTAL AMOUNT Without Taxes Rs. P	TOTAL AMOUNT With Taxes Rs. P	TOTAL AMOUN T In Words	
1	2	3	4	5	6	7	11	12	13	
1	OPX Revilator	item1	5.00	Nos			0.00	0.00	INR Zero Only	
Total in Figures							0.00	0.00	INR	
Quoted Rate in Words							INR Zero Only			

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/ bidders on the e-procurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/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 enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n Code/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/Smart Card 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, the 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 of 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.
- 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 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 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 BQ_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 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.
- 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: 1-800-3070-2232, 7574889871, 7574889874 or send a mail over to – cppp-nic@nic.in.

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