



INVITATION TO TENDER

Directorate General, CRPF
(Procurement Cell of Provisioning branch)
Block No.1, CGO Complex, Lodhi Road, New Delhi-03
(MHA/GoI), (email – proccell@crpf.gov.in)
(Tele No. 011-24369586 / Fax No.011-24360155)

No. U.II-1437/2023-24-Proc-IV

Dated, the 26/09/2023

To,

M/s-Ordnance Factory Khamaria, Unit of Munitions India Ltd, GOI Enterprise, Ministry of Defence, Jabalpur, MP-482005 (e-mail : ofk.ofb@nic.in)	M/s- Economic Explosives Limited, 11, Zade Layout, Bharat Nagar, Nagpur-440033, (MH) (e-mail:- eel.defence@solargroup.com)
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Dear Sir,

On behalf of the President of India, I invite you to tender online bids 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 web site <http://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-1437/2023-24-Proc-IV

Dated, the 26/09/2023.

Copy to: -

Indenter: DIG(Ord), Dte w.r.t. ION No. T.I.5/2022-23-Prov-Ord-5(MMHG) dated 14/08/2023, 25/08/2023, 15/09/2023 and 22/09/2023 along with copy of tender enquiry. Any error in 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
Provisioning Dte. (Procurement branch)
Block No-1, CGO Complex, Lodhi Road, New Delhi - 110003
(Ministry of Home Affairs/GoI)
(Tele No-011-24369586, Fax No.011-24360155)

LIMITED TENDER ENQUIRY

No. U.II-1437/2023-24-Proc-IV

Dated, the 24/09/2023.

1. On behalf of the President of India, DG CRPF invites online **limited tender in two-bid system** for the following store:-

Sl No.	Description of Articles	Quantity	EMD	Critical Dates
(1)	(2)	(3)	(4)	(5)
1.	Multi Mode Hand Grenade	30,000 nos.	Bid Security Declaration Certificate required to be submitted as per Appendix-1 by bidders.	a) Pre-bid meeting on 24/10/2023 at 1100 hrs. at conference hall of Dte Genl, CRPF, New Delhi. b) Date & time of receipt of online tender : upto 1130 hrs on 01/11/2023 c) Date & time of opening of online tender : On or after 1230 hrs on 02/11/2023

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 eProcurement site <http://eprocure.gov.in/eprocure/app>. Attached list of questionnaire should also be answered and submitted through eProcurement site <http://eprocure.gov.in/eprocure/app>, failing which your tender will be liable to be ignored, and not considered. The tenderers can download the tender set from above mentioned web site. Further, FAQs related to CRPF tenders may be seen at <http://crpf.nic.in/tender/Tender-FAQ.pdf>.

3. This tender enquiry has Schedules and appendices as following:-

(I) TENDER NOTICE (NIT)

(II) SCHEDULES

(i) Schedule-I = General Condition of tender.

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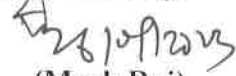
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|-------|--------------|---|---|
| (ii) | Schedule-II | = | Special instructions. |
| (iii) | Schedule-III | = | Instructions for online bid submission. |
| (iv) | Schedule-IV | = | List of stores. |
| (v) | Schedule-V | = | List of consignee. |

(III) APPENDICES (to be filled & submitted by tenderer)

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|--------|----------------------------|---|--|
| (i) | Appendix-1 (Online) | = | Bid Security Declaration Certificates. |
| (ii) | Appendix-2(Online) | = | Proforma for Commercial bid (Prices should be quoted as per price bid format provided along with the tender document at eProcurement site https://eprocure.gov.in/eprocure/app only). |
| (iii) | Appendix-3(Online) | = | Tender acceptance letter. |
| (iv) | Appendix-4(online) | = | Check list for tenderers. |
| (v) | Appendix -5 (Online) | = | Pre Contract Integrity PACT |
| (vi) | Appendix -6 (Online) | = | Technical Specification of MMHG |
| (vii) | Appendix-7(Online) | = | Questionnaire |
| (viii) | Appendix-8 & 8(a) (Online) | = | Certificates to be furnished by bidder as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No. F.No.6/18/2019-PPD dated 23/07/2020 |

Encl.: Aforesaid schedules & appendixes.

Yours faithfully,


(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India

Copy to: -

Indenter: DIG(Ord), Dte w.r.t. ION No. T.I.5/2022-23-Prov-Ord-5(MMHG) dated 14/08/2023, 25/08/2023, 15/09/2023 and 22/09/2023 along with copy of tender enquiry. Any error in Tender Enquiry may please be communicated to this branch within 3 days.

TENDER NOTICE (NIT)



Schedule to Tender No.	:	U.II.1437/2023-24-Proc-IV
Time and date of receipt of online tender	:	Up to 1130 Hours on ..01../11../2023.
Time and date for online opening of tender	:	On or after 1230 hrs on 02../11../2023.
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 single 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.	Multi Mode Hand Grenade	30,000 nos.	a) Pre-bid meeting on 05/10/2023 at 1100 hrs. at conference hall of Dte Genl, CRPF, New Delhi. b) Date & time of receipt of online tender : upto 1130 hrs on 01../11../2023 c) Date & time of opening of online tender : On or after 1230 hrs on 02../11../2023

21/09/23

(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India



GENERAL CONDITION OF TENDER

1. 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 Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through eProcurement site <https://eprocure.gov.in/eprocure/app>.**
2. All relevant details, Description of task, scope of work, e-tender submission format and procedure including specification, terms & conditions etc are provided in the Bid document available on CRPF website www.crpff.gov.in and procurement web portal <https://eprocure.gov.in/eprocure/app> (CPPP), same may be downloaded by the prospective bidders.

3. DEFINITIONS AND INTERPRETATION

In the contract the General and Special conditions governing it, unless the context otherwise requires:-

(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;

(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;

(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;

(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;

(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 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”** 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. **a) PARTIES**

The parties to the contract are the contractor and the Purchaser named in the Schedule.

b) 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 or 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 thereunder, 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 to CO(Proc). 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 connected with a contract must specify whether he signs as :
 - i) A ‘Sole Proprietor’ of the firm or constituted attorney of such Sole Proprietor.
 - 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.
 - iii) Constituted attorney of the firm if it is a company.

7. **AUTHORITY OF THE SECRETARY**

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.



8. **RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

a) **Risk in the stores** :- The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor, his agents or servants and the purchaser, his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the Schedule as interim consignee for the purpose of despatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspector are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The contractor shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

b) **Consignee's right of rejection** :- 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 or 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.

9. **SUBLETTING AND ASSIGNMENT:-**

Subletting in any form is not allowed.

10. **ASSISTANCE TO THE CONTRACTOR :-**

a) The contractor shall be solely responsible to procure any material or obtain any import or other licence or permit required for the fulfillment of the contract and the grant by the Secretary or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, shall not be construed as a representation on the part of the purchaser that the material covered by such licence or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the contractor obtains any materials at less than their market price or the cost of production of the stores is lowered, the price of the store payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Secretary whose decision shall be final and binding on the contractor.

b) Every agreement made by the Secretary to supply, or give assistance in the procurement of materials, whether from the Government stock or by purchase under a permit or release order issued by or on behalf of or under authority from Government or by any officer empowered in that behalf by law or under other arrangements made by the

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Secretary shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Secretary whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the contractor.

11. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents should be duly filled in, signed by the bidder.
12. Rejection of consignment : If the supply is found inferior and not conform to specification the entire consignment will be rejected at the cost, risk and freight of the supplier.
13. Net worth of the bidder firm should not be negative. Certificate in this regard may be attached.
14. Tender Documents are available at CPPP eProcurement site <https://eprocure.gov.in/eprocure/app> as well as on CRPF website (<https://crpf.nic.in>) which can be downloaded. However bidder is required to submit Bid Security Declaration Certificate, as per tender document while submitting the bids.
15. Bidder is required to submit Bid Security Declaration Certificate (as per format in Appendix-1), failing which their offer will be summarily rejected. Bid Security Declaration Certificate is required to be submitted by manufacturer (OEM) and MSME/NSIC. Further, in case bidder withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bid document, bidder will be suspended for the period of 02 years.

16. **PRICE**

The price quoted should be on firm and fixed basis subject to no variation whatsoever during the currency of the contract. Prices should be shown as ex-factory works and all other charges proposed to be levied should be shown separately. Firm must clearly and specifically indicate the different rates, taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague statements like "Duties as applicable" shall not be considered.

17. **TWO BID SYSTEM**

Bidder is required to submit their offers in two covers as under:-

a) **FIRST COVER (In scanned copy) (ON LINE ONLY) : -**

Documents to be submitted online (scanned copies) on CPP Portal:

- i) Bid Security Declaration Certificate is required to be submitted by manufacturer (OEM) and MSME/NSIC (Appendix- 1)
- ii) Tender Acceptance letter (Appendix-3).
- iii) **Certificate of CA (with UDIN) clearly indicating percentage of local content and place of value addition as per Clause 40(II) (B)(v)(b) of TE.**
- iv) Check List (Appendix- 4).
- v) Registration certificate of MSME/NSIC or Startups as recognized by DPIIT, (if applicable)

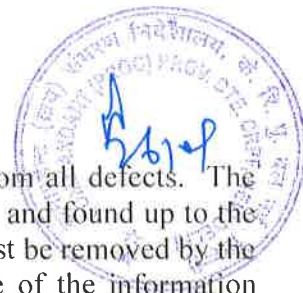


- vi) Copy of Manufacturing licence for manufacturing of MMHG is required.
- vii) Pre Contract Integrity PACT (**Appendix-5**)
- viii) Compliance statement w.r.t. each and every parameter of Technical Specification (Appendix 6)
- ix) Questionnaire
- x) Certificate in respect of net worth.
- xi) Certificates to be furnished by bidder as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No. F.No.6/18/2019-PPD dated 23/07/2020 {Appendix-8 & 8(a)}
- xii) TOT certificate of tenderer is required.
- xiii) Any other relevant document which firm wishes to submit

(b) SECOND COVER (ONLINE ONLY) COMMERCIAL / PRICE BID SHOULD CONTAIN THE FOLLOWING:-

- (i) The composite bid i.e. rate indicated in the technical bid "OPENLY" SHALL BE IGNORED. Prices should be quoted online as per Price bid format (**APPENDIX-2**) provided along with the tender document at e-Procurement site <https://eprocure.gov.in/eprocure/app> ONLY.
 - (ii) Only the technical bid and original documents received shall be opened on the date of tender opening. Price bid of firm will be considered for opening on line if offer has passed in all tender condition and technical/physical evaluation.
18. Any change in Address/ Telephone/ Fax/ e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.
19. **SUBMISSION OF OFFER**
- Offers should be submitted by tenderer on the basis of free delivery up to consignees location by firm.
20. Tenderer is required to indicate basic rate, custom duty, excise duty, sales tax/VAT/GST and any other leviable taxes/ charges separately within BOQ performa. Any taxes/duties/charges reflected outside the Price bid Performa will not be accepted.
21. **Inspection Criteria** : The successful bidder will have to abide by the Pre-dispatch inspection criteria formulated by the purchaser
22. **INSURANCE**
- 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 damages to the stores that may have occurred during the transit.
23. Tenderer will be fully responsible for proper testing and making the store functional before final settlement of account.
24. **QUALITY:-**
- 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

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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 incharge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

25. In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase 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.

26. **LIQUIDATED DAMAGES: -**

In case, the firm does not complete the supply within fixed Delivery Period, Liquidated Damages will be imposed / recovered @ 0.5% of the price of the stores which the contractor failed to deliver within the period fixed for delivery, for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed shall not exceed 10% of the value of delayed stores after which purchaser reserve the right to either extend further or cancel the contract. No extension in Delivery Period shall be granted except Force Major Clause.

27. **DEFECT LIABILITY CLAUSE:-**

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 liable to replace the defective store at their cost.

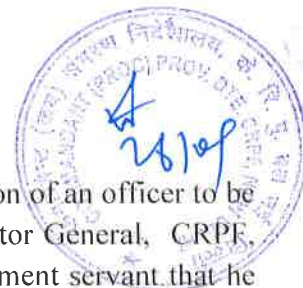
28. **PERFORMANCE SECURITY**

- a) The firm shall have to deposit a Security Deposit of 10% of net contracted value within 30 days. In the event 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.
- b) The Performance Security Deposit submitted by the supplier will remain valid at least for 60 days beyond the Guarantee/Warranty period / PCIP whichever is later. However, the performance guarantee of 10% of net contract value valid up to a period of 05 years and 60 days or till complete conclusion of contractual obligations to the complete satisfaction of both the bidder and the buyer.
- c) If the supplier fails to deliver the stores in a promised period and places a 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.

29. **ARBITRATION:-**

In the event of any question, dispute or difference arising under the terms & conditions of the Tender Enquiry or any special conditions of contract (A/T) or in connection with this contract (except as to any matter, the decision of which is specifically provided for by these


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or the special conditions), the same shall be referred to the sole arbitration of an officer to be nominated by the MOL&J and appointed to be Arbitrator by the Director General, CRPF, New Delhi. There 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 differences. The award of the Arbitrator shall be final and binding on the parties to this contract. Further term of this contract is that:-

- a. If the Arbitrator be a person appointed by the DG, CRPF, New Delhi
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, MHA/MOL&J 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 record the proceedings as done 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.
- d. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the Arbitrator.
- e. Subject to as aforesaid, the Arbitration and Conciliation Act, 1996 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 will 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.
- h. In case tenderers do not agree to Arbitration clause as mentioned in the tender enquiry, they may opt for settlement through Court in New Delhi only. Jurisdiction of the Court as a result of this tender invitation will be the place from which the contract is issued i.e. New Delhi. All disputes arising out of the contract shall be settled in the jurisdiction of Territory of Delhi under provisions of Indian Court of Law.
- i. Arbitration proceedings shall be conducted in a language mutually agreed, preferably in English.

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- j. In case, at any stage it is found that the award or contract which is the basis of the award is induced or effected by fraud or corruption, either party can approach the competent Court of Law to stay the award unconditionally pending disposal of the challenge under Section 34 to the award.

30. **FORCE MAJEURE CLAUSE**

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 21 days from the 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.

31. **TERMINATION OF CONTRACT**

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:-

- a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of Force Majeure by more than 90 days.
- d) In case Performance Security is not furnished within 30 days from the date of issuing of A/T.

32. **Bidders are required to submit undertaking for acceptance of all clause, terms & conditions of the LTE.**

33. **PLACE OF SUBMISSION OF TENDER & TENDER DOCUMENTS:**

Firm is required to submit online bid with complete details and documents as per all Schedules and Appendices of the Tender Enquiry.

34. For any change in terms and condition of tender / tender specification, the Tenderer is requested to visit our websites <https://eprocure.gov.in/eprocure/appand> CRPF website www.crpf.nic.in/tender_notice.html regularly.



35. **MAINTENANCE AND SUPPLY OF SPARES:-**

Tenderer should undertake to provide maintenance/spares support, if applicable as per Guarantee/Warranty clause.

36. **PURCHASER DISCRETION:**

- (a) Purchaser reserves the right to change the consignee and change the quantity of stores allotted to them as per requirement at any stage.
- (b) Purchaser reserves the right to cancel / reject or Scrap the tender without assigning any reason.
- (c) Purchaser reserves the right to increase / decrease the quantity without assigning any reason.
- (d) Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

37. **PURCHASER'S RIGHTS WHILE GRANTING ANY EXTENSION IN DELIVERY PERIOD:-**

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 tendered 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:-

- (a) The purchaser has the right to recover from the contractor under the provisions of clause 26 of the General conditions of Contract liquidated damages on the stores which the contractor has failed to deliver within the delivery period fixed for delivery.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of 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.
- (c) 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 as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the acceptance of Tender.

38. **PENALTY FOR USE OF UNDUE INFLUENCE**

- 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

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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.

- b) Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence 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.
- 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.
- 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 or to any other person in a position to influence 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.

39. **ELIGIBILITY CRITERIA :-**

Manufacturer who are Class I / Class II local suppliers as per Public Procurement (Preference to Make in India) Order dated 16/09/2020 are eligible to participate.

40. **PURCHASE /PRICE PREFERENCE CLAUSE:-**

- (I) The purchase preference will be given to the Micro and Small Enterprises (MSEs) registered as MSEs for tendered store with any agency as per Notification dated 23/03/2012 and subsequent amendment dated 09/11/2018 issued by the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) as published in the Gazette of India as mentioned below:-
 - (a) The firms which are Micro and Small Enterprises (MSE) registered as MSE for tendered store with any agency as mentioned in notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), quoting price within price band of L1+15(Fifteen) percent shall also be allowed to supply a portion of required item by bringing down their price to L1 price in a situation where L1 is from some firm other than a MSE and such MSE shall be allowed to supply up to 25 (Twenty five) percent of total tendered value. The 25 (Twenty five) percent quantity is to be distributed proportionately among these MSEs bidders, in case there are more than one MSE within such price band.
 - (b) Within 25% (Twenty Five percent) quantity, a purchase preference of four (4%) percent (i.e. 25 (Twenty five) percent out of 25 (Twenty five) percent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) Entrepreneurs (if they participate in the tender process and match the L1 price), provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender

requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs.



- (c) Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 percent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

- (II) The purchase preference shall be given to local supplier in consonance with Public Procurement (Preference to Make in India) Order-2017 issued on 15/06/2017 read with subsequent Orders issued on 28/05/2018, 29/05/2019, 04/06/2020 and 16/09/2020 in the following manner and as defined below for the purpose of the above order:-

(A) **Definitions**

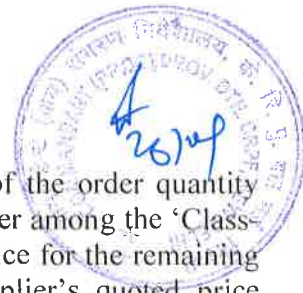
- i. **'Local content'** means the amount of value added in India which shall be the total value of item procured (excluding next domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. **'Class-I local supplier'** means a supplier or service provider whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under the above orders.
- iii. **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the above order.
- iv. **'Non local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier' under the above order.
- v. **'L-1'** means the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. **Margin of purchase preference** means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L-1 for the purpose of purchase preference.

(B) **Purchase Preference**

As regards purchase preference in the procurement of the tendered stores/goods, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier' in the following manner:-

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

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- (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 % quantity subject to the 'Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity may also be ordered on the L1 bidder.

(iii) **Minimum Local content:-**

- a) The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.
- b) For 'Class-II local supplier, local content requirement is minimum 20%.
- c) 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under this Order.

(iv) **Margin of Purchase Preference:-**

The margin of purchase preference shall be 20%.

(v) **Verification of local content**

- a) 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.
- b) '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 accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of GFR-2017 for which a bidder or its successor can be debarred for upto two years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.
- d) A supplier who has been debarred by any procuring entity for violation of the above order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of debarment. The debarments 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 by the Ministry under its order dated 16/09/2020 as quoted above.

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41. **LAWS GOVERNING THE CONTRACT**

- i) This contract shall be governed by the laws of India.
- ii) Irrespective of the place of delivery, the place of performance or the place of payment under the contract or the place of issue of advance intimation of acceptance of tender, the contract shall be deemed to have been made at the place from where tenders have been invited.
- iii) Jurisdiction of Courts :- The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iv) Marking of stores :- The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks.

42. **PRE CONTRACT INTEGRITY PACT**

- i) Pre-Contract Integrity Pact is to be signed between the buyer and bidder on the standard proforma enclosed as **Appendix-5**. Accordingly, all bidders are required to submit 02 copies 'Pre-Contract Integrity Pact' duly completed in all respects and signed properly on each page by the authorized signatories of the bidders and two witnesses as per format, with their tender documents. This is required to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into.
 - ii) In case of a joint venture, all the partners of the joint venture should sign the Integrity pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors are also sign the IP.
 - iii) PCIP is part of the contract and the parties concerned are bound by its provisions. A person signing PCIP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
 - iv) **Offer of those firms, who have not attached Pre-Contract Integrity Pact duly completed and signed properly with their tender document, are liable to be rejected.**
43. As per provisions mentioned in Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No. F.No.6/18/2019-PPD dated 23/07/2020, bidder is required to furnish a certificate as per Appendix 8 and 8(a) enclosed with TE.

MODEL CLAUSES FOR IDENTIFICATION OF BENEFICIARY OWNER(S)

Any bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the bidder is registered with the competent authority.

- I. "Bidder" (including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before including any agency branch or office controlled by such person, participating in a procurement process.

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II “Bidder from a country which shares a land border with India” for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) partner of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

III. The beneficial owner for the purpose of (iii) above will be as under :-

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. “Control” shall the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements’.
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- IV. An Indian partner is a person employed to do any act for another, or to represent another in dealings with third person.

Note: It is clarified that the above order requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement, will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated list of such countries are given in the website of the Ministry of External Affairs.

44. **Note:**

- (a) **Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.**
- (b) The firms offering bids 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.
- (c) Bidder should have GeM Registration ID at the time of placement of A/T.

[Signature]

45. Any query/Representation be addressed to DIG (Prov), Directorate General, CRPF, Block No.1, CGO Complex, Lodhi Road, New Delhi-110003.



(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India



SPECIAL INSTRUCTIONS

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

1. Name of Store and Quantity :

SI No	Description of Articles	Quantity
1.	Multi Mode Hand Grenade	30,000 nos.
2. Time and date of receipt of online tender : 01/11/2023 at 1130 hrs.
3. Time and date for opening of online Tender : On or After 02/11/2023 at 1230 Hours
4. Validity of offer : 180 days from date of opening of Tender
5. Inspecting Authority : Inspection will be carried out by an inter CAPF.
6. Bid Security Declaration : Bid Security Declaration Certificate for Multi Mode Hand Grenade as per format (Appendix-1).
7. Terms of Delivery : Free delivery at consignee location i.e. DIG, Central Weapon Store-2, CRPF, Pune, Maharashtra (India).
8. Consignee Location : DIG, Central Weapon Store-2, CRPF, P.O.- Vishnupuri, Talmaval, Distt - Pune, Maharashtra (India) - 410507
9. Delivery period : Delivery will be made within 09 months from the date of issue of A/T(Supply) order.
10. Performance Security : 10% of total contract value as per Clause 28 of Schedule I to TE
11. Guarantee/Warranty : 24 Months from the date of acceptance of store at consignee location.
12. Inspection :
 - PDI – will be conducted by the BOOs at firm premises.
 - PDI will be conducted by an inter CAPF BOOs at factory premises as per the ATP of GSQR of DRDO. Each lot must be passed the desired parameters as per ATP.
13. Training : Operational training for 50 personnel will be provided by firm at consignee location.
14. **Minimum quantity to be offered :: Full quantity**
(Bidder has to offer complete quantity as mentioned in Schedule-IV of T.E.)
15. **Important Note:** The equipment's should be BRAND NEW. Lot/Model No. /Batch No. / Year of manufacture name of manufacturer should be given.
16. **Packing & Marking**
The packing and preservation of the supplied goods shall be airworthy, seaworthy and roadworthy so that it may provide their safety during transit period. The Seller shall guarantee that the packing is strong enough to withstand the safety of the goods during

transportation. All damages which may occur as a result of defective packing shall be borne by the seller.



17. **REFUND OF COST OF MULTI MODE HAND GRENADE OR REPLACEMENT OF SAME SPECIFICATION IN CASE OF ANY STORE IS FOUND DEFECTIVE**

Tenderer should refund the cost of defective store(s) or replace the store(s) of same specification in case of any store(s) is found defective as per Guarantee / Warrantee clause.

17(A) Payment terms :-

- i) 90% payment will be released on production of provisional receipt of Stores by the consignee, Line Committee Report (LCR) after successful delivery of stores issued by the consignee.
- ii) Balance 10% will be released against
 - a) Certificate issued by the purchaser that firm has submitted Performance Bank Guarantee to the tune of amount equivalent to 10% of net contracted value which is **valid up to a period of 5 years and 60 days** 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**.
 - b) Regularisation of extension of Performance Guarantee will be signed by the supplier, if supply is made beyond fixed Delivery Period.
 - c) After completion of operational training for 50 personnel at consignee location.
18. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of Procuring Entity and acquiring requisite technology from DRDO / Concerned authority.
19. The net worth of OEM/bidder firm (Manufacturer or principal of authorised representative) should not be negative on 31/03/2023 and also should not have eroded by more than 30% (thirty percent) in the last three years ending on 31/03/2023.
20. Online queries may be preferred by the tenderer within one week after publication of tender on CPP portal which will be examined by the competent authority as per extant rules and suitable reply will be sent to relevant tenderers and will also be published on CPP portal. If required, corrigendum will be issued.
21. Authorised Bidder/Dealers have to submit authorisation certificate of warranty from manufacturer with regard to instant stores being purchased apart from authorisation of dealership.
22. **Cartel Formation/Pool Rates/Bid Rigging/ Collusive Bidding etc.**

As per Para 8.1.13 of Manual for Procurement of Goods 2022, quoting of pool rates/cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices will be severely discouraged with strong measures. Suitable administrative action like rejection of the offers, reporting the matter to Competition Commission of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on case to case basis, as

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decided by the competent authority. This department will also bring such unhealthy practice to the notice of the concerned trade association like FICCI, ASSOCHAM, NSIC etc requesting them, inter alia, to take suitable strong actions against such firms. This department may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/forming cartel. Purchase may also debar the tenders indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders of the purchaser.

23. In case, Tender process get delayed due to unavoidable reasons, Extension in the Date of Bid submission will be given with prior approval of Competent Authority before opening of Technical Bid.
24. **OEM/Bidder should submit undertaking/affidavit as the details mentioned below:-**

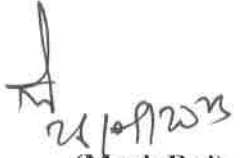
CERTIFICATE

[To be submitted on Rs 100 {Rupees (INR) Hundred only} Non Judicial Stamp Paper]

I (Name, designation & address) of the firm (Name & address of the registered office) hereby declare that

- a) Our contracts have not been pre-maturely terminated before completion of contract due to our fault in last 03 FY
- b) Our firm (including allied firm) has not refused to accept contract during the bid in last 3 FY.
- c) Our firm (including allied 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 bid opening date. In case of default, EMD submitted by our/my firm will be forfeited.

SIGNED BY THE WITHIN NAMED
..... (INSERT THE NAME OF
THE EXECUTANTS (S) THROUGH THE HAND OF
MR
DULY AUTHORIZED SIGNATORY
DATED THIS DAY OF BEFORE ME
NOTARY ACCEPTED (SIGNATURE)
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)


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



Instructions for Online Bid Submission
Instructions to the Bidders to submit the bids online through the Central Public Procurement
Portal for eProcurement 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 eProcurement site using the “Click here to Enrol” 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/Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/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 Bid Security Declaration Certificate 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 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.
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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.

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- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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.
- 28) 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: The 24 x 7 Toll Free Telephonic Help Desk Numbers 1800-3070-2232. Mobile Nos 91-7878007972 and 91-7878007973 or send a mail over to – cppp-nic@nic.in.

(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India



LIST OF STORES

No. U-II-1437/2023-24-Proc-IV

Dated, the

...../09/ 2023

Sl. No.	Description of Articles	Quantity
1.	Multi Mode Hand Grenade	30,000 nos.

(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India



LIST OF CONSIGNEE

No. U-II-1437/2023-24-Proc-IV

Dated, the 25/09/2023

Name & Address of consignee

SL No	Name and Postal Address of Consignee
01	DIG, Central Weapon Store-II, CRPF, PO- Vishnupuri, Talmaval, Distt - Pune, (Maharashtra) India. Pin Code No. - 410507. Contact Phone No.- 02114-231535(O), 231536 (C/R), 9422943706 (M) Fax No.- 02114-231535 Email : digcws2@crpf.gov.in

25/09/2023

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



BID SECURITY DECLARATION CERTIFICATE

To

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

Sir,

Tender No. _____ Date: _____

Name of item/ stores: Multi Mode Hand Grenade

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 T/E as well as A/T before the deadline defined in bids documents, then we are liable to be suspended for the periods of 02 (two) years from being eligible to participate and submit bids for the T/E or any contract with the Procurement Entity (CRPF).

Yours faithfully

(Signature of the Authorised Signatory of Bidder with Official Seal)



No. U-II-1437/2023-24-Proc-IV

Dated, the/09/ 2023

ONLINE PROFORMA FOR SUBMISSION OF THE PRICE BID FORMAT
(TO BE FILLED BY THE BIDDERS & ATTACHED SEPARATELY (BoQ FORMAT) IN
SECOND COVER ON CPPP
(e-procurement website)

Price Bid format (BOQ Format) enclosed separately as Appendix-2

Attached in BoQ format

Signature of tenderer

Date _____

Name of tenderer



Validate Print B Help

Tender Inviting Authority: Directorate General, CRPF

Name of Work: Multi Mode Hand Grenade

Contract No: U.II-1437/2023-24-Proc-IV

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)												
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #	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 %	GST on basic price in Rs. P	Any Other Taxes in Rs. P	Any Other Duties/L evies in Rs. P	TOTAL AMOUNT Without Taxes Rs. P	TOTAL AMOUNT With Taxes Rs. P	TOTAL AMOUNT T in Words
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Multi Mode Hand Grenade	item1	30000.00	Nos						0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR
Quoted Rate in Figures										0	0	Zero Only
Quoted Rate in Words										Zero Only		



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

Reference No. _____

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 web site(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 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/ organization 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)



Check list for tenderer

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

Sl. No.	Requirements to be checked by the tenderer 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 Bid Security Declaration Certificate governing specification as per Tender Enquiry	
3.	Tenderers should ensure that their registration with MSME/ NSIC is valid if they are registered with NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP). They should enclose the latest MSE/UAM/NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), registration certificate.	
4.	Tenderers should confirm that their products conform to the governing specifications of the quoted stores as per Tender Enquiry.	
5.	Tenderers should mention their monthly manufacturing / supplying capacity.	
6.	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 tenderer.	
7.	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender.	
8.	Tenderers should mention their Delivery Period clearly.	
9.	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry.	
10.	Tenderers should mention that they agree to the Arbitration clause of the Tender Enquiry.	
11.	Tenderers should mention whether it is a manufacturer of the store(s) quoted or it is the manufacturer's authorized agent. In case of agent, it should submit valid authority letter(s) of their Principal(s) for the stores they have quoted.	



12	Tenderers should mention that they agree to accept the conditions of the contract.	
13	Tenderers should ensure that they have duly filled up Equipment and Quality Control Proforma given in the Tender documents.	
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 tenderer 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.	
19	Tenderers should mention that they agree to accept the conditions of the conditions of pre-contract Agreement (hereinafter called the Integrity Pact/PCIP).	

Signature of the 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 _____, 2023 between, on one hand, the President of India acting through **Shri Megh Raj, Commandant (Proc), CRPF, 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 **Multi Mode Hand Grenade – 30,000 nos.** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export 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 dealings prior to, during and subsequent to the currency of contract to be entered into with a view to :-

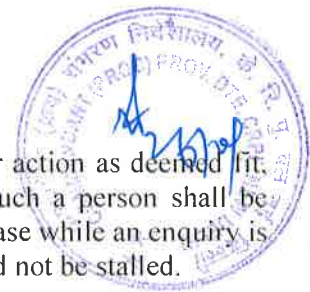
Enabling the BUYER to obtain the desired said **Multi Mode Hand Grenade – 30,000 nos.** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that 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 suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(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 deemed fit, including criminal proceedings 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

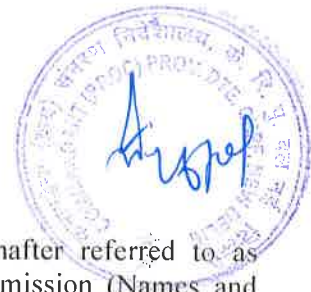
3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to 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 disfavour 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 recommend 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 to 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 BIDDER 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 personal 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 BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing tender. The term '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 this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise 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 vendors 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 the 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. **Sanctions 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, if 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 en-cash 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 Contracts 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 cases 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 (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 of 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 purposes 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. **INDEPENDENT MONITORS:-**

- 8.1 The following officer has been appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors given as under).

Shri Girish Chandra Chaturvedi, IAS(Retd),
P-2, Gaurav Adhikari Society,
Plot No. C-58/6, Sector-62,
Noida-201309 (UP),
Mob No. 91-9810959426,
Telephone : 0120-4213384,
E-Mail gcchaturvedi@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **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.

10. **Law and place of Jurisdiction**

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

11. **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 proceedings.



12. **Validity**

- 12.1 The validity of this integrity Pact shall be from date 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.
- 12.2 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 an agreement to their original intentions.
13. PCIP is part of the contract and the parties concerned are bound by its provisions. A person signing PCIP shall not approach the Courts while representing the matters of IEMs and he/she will await their decision in the matter.
14. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
15. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer. Designation
Department/Ministry.

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

Technical Specification for Multi Mode Hand Grenade

S/N	Technical Parameters	Mode of Operation	
		Defensive Mode	Offensive Mode
1	Weight	492 gm \pm 5 gm	262 gm \pm 5 gm
2	Length	Max 140 mm	Max 130 mm
3	Diameter	63 mm	46 mm
4	Maximum Range	35 meters Maximum	40 Meters Maximum
5	Delay time (functioning)	3.5 to 4.5 second	
6	Charge/mass	92 \pm 2 gm	92 \pm 2 gm
7	No. of fragments	Approx 3700 Nos	Nil
8	Lethal Radius	8 meters	5 meters
9	Operational temperatures	-20 $^{\circ}$ c to + 55 $^{\circ}$ c	
10	Storage temperature	-20 $^{\circ}$ c to +55 $^{\circ}$ c	
11	Uniform fragmentation pattern	should be available	
12	Reliability	> 95%	
13	Safe for Air dropping in primed condition	Grenades should be safe for Air dropping.	
14	Arming Delay time (Safety)	More than 0.5 sec	
15	Shelf life	More than 10 years	
16	Packing	Grenade box should be hermetically sealed and 1% of lot of outer grenade box should be checked for water immersion test as per the ATP of the factory.	
17	FAI (Final Acceptance inspection)	FAI will be done for each lot as per the ATP provided by the DRDO. Each lot will be tested must be passed the proof test acceptance criteria.	



QUESTIONNAIRE

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

1.	Name & Address of contractor		
2.	a) Whether registered with MSME as MSE unit or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for subject stores	YES	NO
	b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate)	LAKH	WITHOUT LIMIT
	c) Validity Date		
3.	a) Whether registered with NSIC or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) unit for subject stores	YES	NO
	b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate)	LAKH	WITHOUT LIMIT
	c) Validity Date		
4.	Terms of delivery (Free delivery at consignee location)	YES	NO
5.	Quantity offered		
6.	Delivery period in days from the date of placement of order		
7.	Whether store fully conforms to tender schedule specifications in all respect	YES	NO
8.	Whether accept the conditions of contract	YES	NO
9.	Have you enclosed required Bid Security Deposit Certificate?	YES	NO
10.	Do you accept tolerance clause?	YES	NO
11.	Do you accept liquidated damage clause?	YES	NO
12.	Have form No. 68A and List No. 1 of Tender Enquiry signed by witness?	YES	NO
13.	Do you accept the Guarantee/Warranty Clause?	YES	NO
14.	Do you accept arbitration clause?	YES	NO
15.	Do you agree to produce you product for demonstration/technical evaluation?	YES	NO
16.	Do you agree to submit PSD on placement of supply order	YES	NO
17.	Whether your firm has ever been blacklisted /Banned?	YES	NO
18.	Whether Pre-Contract Integrity Pact (PCIP) enclosed in prescribed format ?	YES	NO
19.	Have you accepted tender sample clause?		



		YES	NO
20.	Have you submitted undertaking for serviceability of SAP and trauma liner as per QRs/ specifications?	YES	NO
21.	Have form No. 68A and List No. 1 of T.E. signed by witness?	YES	NO

Signature of tenderer



Certificate to be furnished by bidder

To,

The DIG(Prov), Dte. Genl.
CRPF, CGO Complex, Lodhi Road,
New Delhi, PIN – 110003

Sir,

Tender No. _____ Dated _____

Name of Item / Store:: _____

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such country, has been registered with the Competent authority, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached)”.

Yours faithfully

(Signature of the Authorised Signatory of Bidder, with official seal)

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.



Certificate to be furnished by bidder

To,

The DIG(Prov), Dte. Genl.
CRPF, CGO Complex, Lodhi Road,
New Delhi, PIN – 110003

Sir,

Tender No. _____ Dated _____

Name of Item / Store:: _____

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Yours Faithfully

(Signature of the Authorised Signatory of Bidder, with official seal)

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