

Directorate General, CRPF
(Procurement Cell of Provisioning Directorate)
Block No.1, CGO Complex, Lodhi Road, New Delhi-110003
(Ministry of Home Affairs, Government of India)
(Tele No.011-24369586 & 24360155/Fax No. 011-24360155)
(e-mail : proccell@crpf.gov.in)



OPEN TENDER ENQUIRY

No. U.II-1486/2024-25-Proc-IV

Dated, the 24 Feb, 2025

To,

Dear Sir,

On behalf of the President of India, I invite you to submit online bids in two bid system for Reverse Auction Enabled Tender for the supply of following stores:-

| Tender Enquiry No | Description of Store | Qty | Specification | Earnest Money Deposit (EMD) | Critical Dates |
|-----------------------------|--|---------|---|---|--|
| U.II-1486 / 2024-25-Proc-IV | Night Scope (Thermal) for Sniper Rifle | 200 No. | Specifications are available at Appendix-“4” | Rs. 35,36,000/- (Rupees Thirty Five Lakh Thirty Six Thousand) EMD should be valid up to 315 days from the date of opening of tender. Exempted firms are required to submit Bid Security Declaration certificate as per Appendix-3 of the instant tender. | a) Pre-bid meeting on <u>05</u> ./03/2025 at 1100 hrs. at conference hall of Dte Genl, CRPF, New Delhi. b) Date & time of receipt of online tender : upto 1130 hrs on <u>02</u> ./04/2025 c) Date & time of opening of online tender : On or after 1230 hrs on <u>03</u> ./04/2025 |

2. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be fully filled in, signed and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app>. Attached list of questionnaire should also be answered and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app>, failing which your tender will be liable to be ignored, and will not be considered.



3. This tender has following Schedules & appendices

(I) TENDER NOTICE (NIT)

(II) **SCHEDULE**

- (i) Schedule-I = General Condition of OTE.
(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) **APPENDIX**

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|-------|-------------|--|
| i) | Appendix-1 | Tender Acceptance Letter. |
| ii) | Appendix-2 | Earnest money deposit (if applicable) |
| iii) | Appendix-3 | Bid Security Declaration Certificate. |
| iv) | Appendix-4 | GSQR and Trial Directives (TDs) for Night Scope (Thermal) for Sniper Rifles |
| v) | Appendix-5 | Questionnaire about manufacturer. |
| vi) | Appendix-6 | Details of manufacturer. |
| vii) | Appendix-7 | Pre Contract Integrity PACT |
| viii) | Appendix-8 | Certificates required as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No.F.7-10/2021-PPD(1) dated 23/02/2023 |
| ix) | Appendix-9 | Check list of tenderer. |
| x) | Appendix-10 | Compliance statement of GSQR |
| xi) | Appendix-11 | Price bid in BOQ format. |
| xii) | Appendix-12 | Past Performance. |

Encl : (Aforesaid schedules & Appendices)

Yours faithfully

(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India

No. U.II-1486/2024-25-Proc-IV

Dated, the 24 Feb, 2025

Copy to:-

Indenter: DIG(Ord), Dte w.r.t. their branch ION No. S.II.24/2024-25-Proc-Ord-DA.II dated 12/02/2025 along with copy of tender enquiry. Any error in tender enquiry may please be communicated to this branch within 03 days please.

(Megh Raj)

Commandant (Proc)

For and on behalf of the President of India


TENDER NOTICE (NIT)



| | | |
|--|---|--|
| Schedule to Tender No. | : | U.II.1486/2024-25-Proc-IV |
| Pre-bid meeting at conference hall of Dte Genl, CRPF, New Delhi. | : | on <u>05</u> /03/2025 at 1100 hrs |
| Date & time of receipt of online tenders | : | Up to 1130 hrs on <u>02</u> ./04/2025 |
| Time and date for online opening of tender | : | On or after 1230 hrs on <u>03</u> ./04/2025. |
| Validity of offer | : | 270 days from the date of opening of tender |

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

| Sl. | Description of Articles | Quantity | Critical Dates |
|-----|--|----------|---|
| L. | Night Scope (Thermal) for Sniper Rifle | 200 No. | a) Pre-bid meeting on <u>05</u> /03/2025 at 1100 hrs. at conference hall of Dte Genl, CRPF, New Delhi. b) Date & time of receipt of online tender : upto 1130 hrs on <u>02</u> ./04/2025. c) Date & time of opening of online tender : On or after 1230 hrs on <u>03</u> ./04/2025. |


(Megh Raj)

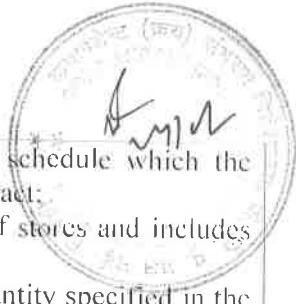
Commandant (Proc)

For and on behalf of the President of India



GENERAL TERMS & CONDITIONS OF TENDER

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| 1. | Condition / definitions | <p>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.</p> <p>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.crpf.gov.in and procurement web portal https://eprocure.gov.in/eprocure/app (CPPP), same may be downloaded by the prospective bidders.</p> <p><u>3. DEFINITIONS AND INTERPRETATION</u></p> <p>(1) In the contract the General and Special conditions governing it, unless the context otherwise requires:-</p> <p>(a) “Acceptance of Tender” means the letter or memorandum communicating to the contractor the acceptance of his tender and includes an advance acceptance of his tender;</p> <p>(b) “Consignee” means where the stores are required by the acceptance of tender to be despatched by rail, road, air or steamer, the person specified in the acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch of another person, such other person; and in any other case, the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified;</p> <p>(c) “Contract” means the invitation to tender, instructions to tenderers, tender, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and include a repeat order which has been accepted or acted upon by the contractor;</p> <p>(d) “Contractor” means the person with whom the contract is made and includes his heirs, executors, administrators or successors and permitted assignees, as the case may be;</p> <p>(e) “Secretary” means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General (Prov), DIG (Prov.), Commandant (Proc), Procurement Cell of this Dte. and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.</p> <p>(f) “Schedule” means the Schedule annexed to the acceptance of tender;</p> <p>(g) “Signed” includes stamped, except in the case of an acceptance of tender or any amendment thereof;</p> |
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- (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. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

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

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

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

6. SIGNING OF TENDER

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

(b) Individual signing the tender or other documents 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.

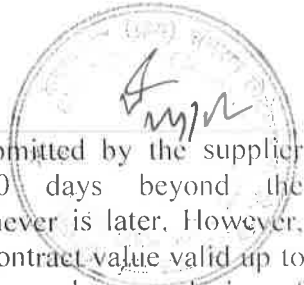
iii) Constituted attorney of the firm if it is a company.

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.



| | | |
|---|------------------------------|---|
| 2 | Dispatch instructions | Tendered items are required to be delivered at consignee's location at freight, risk and cost of the supplier. |
| 3 | Payment terms. | <p>i) 90% payment will be released to the firm after getting the supply of each successful delivery of complete store on completion of JRI by the consignee.</p> <p>ii) Balance 10% will be released against</p> <p>a) Certificate issued by the purchaser that firm has submitted Performance Bank Guarantee to the tune of amount equivalent to 03% 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.</p> <p>b) Regularisation of extension of Performance Guarantee will be signed by the supplier, if supply is made beyond fixed Delivery Period.</p> <p>c) Inspection Certificate issued by consignee that stores is functioning properly and no deviation is noticed at the time of final delivery.</p> <p>d) 10 personnel to be trained in the operational training for 3 days.</p> <p>e) Regularization of the case, if supply is made beyond fixed Delivery Period (D/P).</p> |
| 4 | Purchaser discretion | <p>(a) Purchaser reserves the right to change the consignee and change the quantity of stores allotted to them as per requirement at any stage.</p> <p>(b) Purchaser reserves the right to cancel / reject or Scrap the tender without assigning any reason.</p> <p>(c) Purchaser reserves the right to increase / decrease the quantity without assigning any reason.</p> <p>(d) Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.</p> |
| 5 | Liquidated damages | In case your quotation is accepted, and order is placed, the supply against the order should be made within the period stipulated in the order. The Government of India reserves the right to recover any loss sustained due to delayed delivery by way of penalty. Failure to supply the material within the stipulated period shall entitle Procuring Entity for the imposition <u>Liquidated Damages without assigning any reasons @ 1/2% (half per cent) of the value of the delayed item, per week (or part thereof) of the delay, subject to a maximum of 5% (five per cent) of the total contract value, unless extension is obtained in writing from the office on valid ground before expiry of delivery period. In case of inordinate delay (as per Para 9.3.3-2 of Manual for Procurement of Goods Second Edition, 2024) this maximum deduction shall be 10% of the total contact value.</u> |
| 6 | Performance Security Deposit | a) The firm shall have to deposit a Security Deposit of 03% of net contracted value within 28 days on receipt of Acceptance Tender (Supply Order). 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 03% 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.

7. TWO BID SYSTEM

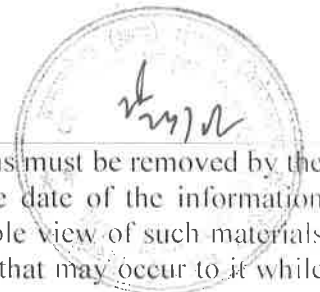
All bidders are requested to submit their offer in two covers as under:-

(A) FIRST COVER (Technical Bid) should contain the following:-

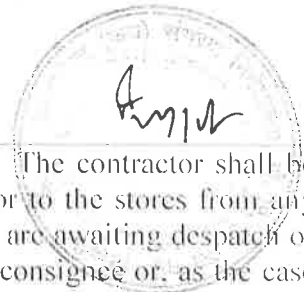
- (i) Documents to be submitted in original manually before stipulated date / time of receipt of tender :-
Bidder is required to submit Earnest Money Deposit in original a sum of Rs. 35,36,000/- shall be valid for 225 days from the date of opening of tender (if applicable) (as per Appendix 2).
- (ii) Documents to be submitted online (scanned copies) on CPPP:
 - a) Tender Acceptance letter duly filled in all respect. (Appendix-1)
 - b) Bid Security Declaration Certificate is required to be submitted by MSE/Startups as per Appendix-3
 - c) Questionnaire about manufacturer. (Appendix-5)
 - d) Details of Manufacturer (Appendix-6).
 - e) Copy of registration certificate of MSME/ NSIC as MSE unit. [if applicable].
 - f) Certificate duly mentioning local content percentage with details of locations at which value addition is made as per DPIIT order dated 19/07/2024. (Clause 27 (II) (B) (v)
 - g) Pre Contract Integrity PACT (Appendix-7)
 - h) Certificates required as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No.F.7-10/2021-PPD(1) dated 23/02/2023. (Appendix-8)
 - i) The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
 - j) Check-list for tenderer to be submitted as per Appendix-9.
 - k) Complete literature /Technical brochure of Night Scope (Thermal) for Sniper Rifle.
 - l) Compliance statement duly mentioning complied / not complied against each and every parameter of GSQR of Night Scope (Thermal) for Sniper Rifle. (Appendix-10).
 - m) Firm may submit an undertaking that Certificate for those parameters which are mentioned in the Trial Directive of GSQR will be submitted during Trial.



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| | <p>n) Firm has to submit an unconditional undertaking with regard to After Sales Service that after expiry of warranty of 2 years, it will repair the equipment for next 8 years.</p> <p>o) Firm has to submit Industrial License for manufacturing of Thermal imaging equipment for military use from DIPP. The same is required to be submitted during bidding stage.</p> <p>p) Any other relevant document which firm wish to submit</p> <p>(B) SECOND COVER (Commercial / Price Bid) online should contain the following:- Prices should be quoted only online as per BOQ format provided along with the tender document (Appendix-11) at e-Procurement site https://eprocure.gov.in/eprocure/app only. The composite bid i.e. rate indicated in the technical bid shall be ignored.</p> <p>i) Only the technical bid (first cover) shall be opened on the date of tender opening. Price bids (second cover) of only those firms will be considered for opening online whose offer has passed in all tender conditions and technical/physical evaluation.</p> <p>ii) After opening of price bids, ranking statement will be prepared and the finalization of tender will be done on L-1 (the lowest price) basis.</p> |
| 8 | <p><u>LAWS GOVERNING THE CONTRACT</u></p> <p>i) This contract shall be governed by the laws of India.</p> <p>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.</p> <p>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.</p> <p>iv) Marking of stores :- The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks.</p> |
| 9 | <p><u>PLACE OF SUBMISSION OF TENDER & TENDER DOCUMENTS:</u> Firm is required to submit online bid with complete details and documents as per all Schedules and Appendices of the Tender Enquiry.</p> |
| 10 | <p>For any change in terms and condition of tender / tender specifications, the Tenderer is requested to visit our websites https://eprocure.gov.in/eprocure/appand CRPF website www.crfp.nic.in/tender_notice.html regularly.</p> |
| 11 | <p>Bidders are required to submit undertaking for acceptance of all clauses, terms & conditions of the instant OTE.</p> |
| 12 | <p>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.</p> |
| 13 | <p><u>QUALITY:-</u> The decision of the Director General, CRPF shall be final as to the quality of the stores and shall be binding upon the tenderer and in case of any of the articles supplied not being found as per specification and approved sample shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the</p> |



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| | 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. |
| 14 | Tenderer will be fully responsible for proper testing and making the store functional before final settlement of account. |
| 15 | <u>INSURANCE</u> 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. |
| 16 | Tenderer is required to indicate basic rate, custom duty, excise duty, 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. |
| 17 | <u>SUBMISSION OF OFFER</u> Offers should be submitted by tenderer on the basis of free delivery up to consignees location by firm. |
| 18 | <u>ASSISTANCE TO THE CONTRACTOR :-</u> 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 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. |
| 19 | <u>RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT</u> a) <u>Risk in the stores</u> :- 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) Consignees'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.

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| 20. | <p>BIDDERS QUALIFYING / ELIGIBILITY & EVALUATION CRITERIA AND METHOD OF EVALUATION</p> <p>(i) Only those firms should respond who are manufacturers / bidders of the offered stores and full filling the criteria of Class -I or Class-II local supplier as per MII order dated 19/07/2024.</p> <p>(ii) Only those firms who are having Industrial License for manufacturing of Thermal imaging equipment for military use from DIPP.</p> <p>(iii) Firms should have supplied 10% (20 No) of the tender quantity of same or any Thermal Cameras, HHTI and Thermal Weapon Sight to any Central / State Govt Organization / PSU / Public Listed company in any of the last three years before the opening the tender as per Appendix -12 of TE.</p> <p>(iv) The required average annual turnover of the bidder during last 3 financial years i.e. upto 31/03/2024 should be 02 Crore. Annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India will be required for the same. Certificate from Chartered Account / Cost Accountant in this regard to be provided with the bid duly mentioning UDIN. (Exemption will be given to MSE and Startups as per Rules)</p> <p>(v) Similarly, STEC cum field trial will be required and to be done by an inter CAPF Board of Officers. Firm is required to submit its compliance certificate on each parameter of GSQR with tender documents, brochure, literature along-with Undertaking Certificates for those parameters, which are mentioned in the GSQR.</p> <p>(vi) One tender sample is required for evaluation purpose during STEC-cum-field-trial. All the firms, who will technically qualify in documentation part, will be asked to submit 01 tender sample of Night scope (Thermal). Such tender sample will be deposited at GC CRPF Gurugram and all firms will be provided 30 days time to deposit the same.</p> |
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21.

Provisions as per Ministry of Finance, Deptt of Expenditure (Public Procurement Division) OM No.F.7-10/2021-PPD(1) dated 23/02/2023 are to be followed :-

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.

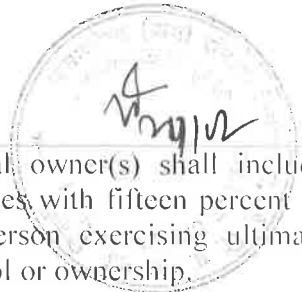
- I. "Bidder" (including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling 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.

- 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.

22. **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 or inducement to any person in service of the Purchaser or otherwise in procuring, the Contracts or Forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.

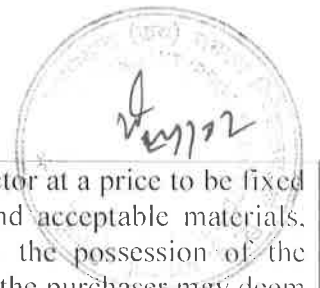
(b) Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian 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 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.

23. **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 14 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



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| | <p>clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.</p> |
| 24. | <p><u>TERMINATION OF CONTRACT</u> Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-</p> <ul style="list-style-type: none">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 28 days from the date of issuing of A/T. |
| 25. | <p><u>DEFECT LIABILITY CLAUSE</u> 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 within 15 days of reporting the defect.</p> |
| 26 | <p><u>PURCHASER'S RIGHTS WHILE GRANTING ANY EXTENSION IN DELIVERY PERIOD</u> 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:-</p> <ul style="list-style-type: none">(a) The purchaser has the right to recover from the contractor under the provisions of Clause 5 of the General conditions of tender liquidated damages on the stores which the contractor has failed to deliver within the delivery period fixed for delivery.(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) That notwithstanding any stipulation in the contract for increase in price of any other ground, no such increase which takes place after the date of the delivery stipulated in the acceptance of Tender shall be admissible on such of the said stores as are delivered after the expiry of the D/P stipulated in the acceptance of Tender.(d) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price |

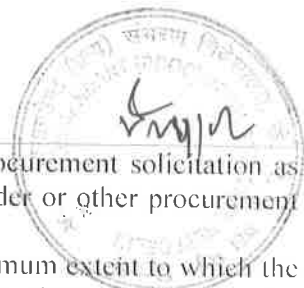


on account of reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the acceptance of Tender.

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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 MSEs. 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, 16/09/2020 and 19/07/2024 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.

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:-

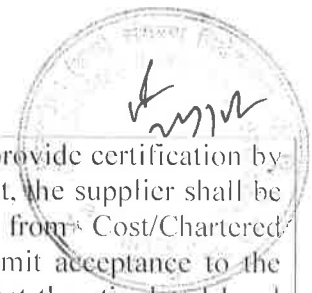
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I 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

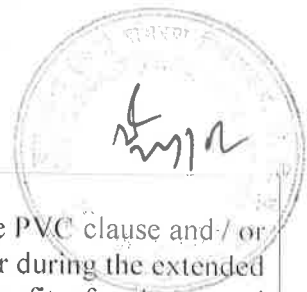
The margin of purchase preference shall be 20%.

(v) Verification of local content :-

- (a) The 'Class-I local supplier / 'Class-II local supplier' 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. **Bidders shall also give details of the location(s) at which the local value addition is made.**
- (b) The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by Cost/Chartered



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| | <p>Accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptance to the procuring entity. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier change from Class-I to Class-II /Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.</p> <p>(c) False declarations will be in breach of the Code of integrity under Rule 175 (1)(i)(h) of General Finance Rule -2017 for which a bidder or its successor can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules-2017 along with such other actions as may be permissible under law.</p> <p>(d) A supplier who has been debarred by any procuring entity for violation of 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 19/07/2024 as quoted above.</p> |
| 28. | <p><u>CONSIGNEES'S RIGHT OF REJECTION</u> Notwithstanding any approval which the Inspector may have given in respect of the stores or any part or portion thereof or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) not withstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores or any part, portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place or destination specified in the schedule.</p> |
| 29. | <p><u>SUBLETTING AND ASSIGNMENT</u> Subletting in any form is not allowed.</p> |
| 30. | <p><u>PRE CONTRACT INTEGRITY PACT</u></p> <ul style="list-style-type: none">i) Pre-Contract Integrity Pact is to be signed between the buyer and bidder on the standard proforma enclosed as Appendix-7. 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. |



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| 31 | <p><u>DENIAL CLAUSE</u></p> <p>Any increase in statutory duties and / or upward rise in prices due to the PVC clause and / or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties.</p> |
| 32. | <p><u>Note:</u></p> <ul style="list-style-type: none">(a) Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.(b) The firms applying tenders against the subject 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) Before submission of tender, tenderer will check the questionnaire attached to these Tender Documents as Appendix-“5” & Special Instructions as SCHEDULE-“II” for compliance on various stipulations of the tender.(d) Any query/Representation may be addressed to DIG (Prov.), Directorate General CRPF, Block No.1. CGO Complex, Lodhi Road, New Delhi-110003. However queries and representation should strictly be concerned to the terms and condition of Bid. . |

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



SPECIAL INSTRUCTIONS

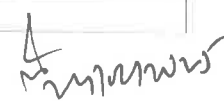
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| 1. | TERMS OF DELIVERY & CONSIGNEE LOCATION : | | |
| Free delivery at consignee location as mentioned below:- | | | |
| Sl.No. | Details of consignee | Particulars | Quantity |
| 1. | DIGP Group Centre, CRPF, Gurugram, Haryana, - 122098, Tel. No. 0124-2979503, E-mail gcggn@crpf.gov.in | Night Scope (Thermal) for Sniper Rifle | 200 No. |
| Note:- Tenderers are required to quote rates on free delivery at Consignee's location basis only. | | | |
| 2 | MINIMUM QUANTITY TO BE OFFERED : Full quantity. | | |
| 4 | STEC CUM FIELD TRIAL : | | |
| <p>i) The STEC-cum-field trial will strictly be conducted as per procedures of GSQR & bid conditions. All the firms will bring their Firers and necessary mounts during STEC-cum-Field-Trial. Ammunition will be provided by CRPF for Field Trials.</p> <p>ii) Firms are required to submit compliance certificate on each parameter of GSQR along with Tender documents and Undertaking Certificates for the parameters mentioned in the GSQR.</p> <p>iii) STEC cum Field Trials will be conducted by an Inter CAPFs BOOs</p> | | | |
| 5. | <p>TENDER SAMPLE:- One Tender Sample from each Firm will be required for evaluation purpose during STEC-cum-Field-Trial. All the firms, who will technically qualify in documentation part, will be asked to submit 01 Tender Sample of Night scope (Thermal). Such Tender Sample will be deposited at GC CRPF Gurugram and all firms will be provided 30 days time to deposit the same. If any Firms fails to deposit Tender Sample within prescribed time limit or fails to send representative during Field Trial, that Bid will be treated as unresponsive.</p> | | |
| 6 | <p>DELIVERY PERIOD Delivery will be made within 05 months from the date of issue of A/T (Supply Order).</p> | | |
| 7 | <p>AFTER SALES SERVICE- Successful Firm has to submit an undertaking that after expiry of warranty of 2 (two) years, it will undertake to repair the equipment for next 8 (Eight) years. Unconditional acceptance from supplier firm is required.</p> | | |
| 8 | <p>GUARANTEE / WARRANTY- 24 months from the date of receiving stores at consignee location.</p> | | |
| 9 | <p>INSPECTION CRITERIA- JRI at consignee's location will be carried out by a BOOs of CRPF.</p> <p>JRI will be conducted jointly by a CRPF BOOs and representative of the Firm. Following to be checked during JRI:-</p> <p>(i) Quantitative checking - Firm will mention the list of the items in each box. Any deficiency of item as per AT, GSQR and the list provided by the firm will not be acceptable.</p> <p>(ii) All sights will be visually inspected and no breakage or incomplete store will be acceptable.</p> <p>(iii) JRI board will collect all the required documents from the seller as per GSQR, ensure their correctness and enclose there in the JRI proceedings.</p> <p>(iv) Out of 200 night scopes, 10 randomly selected Sights will be checked for water immersion at consignee location, FOV and electronic zoom at SIW, BSF and other 10 No. will be checked for Range Test (Firing) at any Firing Range.</p> | | |

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| | (v) Firms will have to bear all expenses for testing expenses during JRI. |
| 10 | <p><u>TRAINING</u> Training will be conducted by firm at consignee location for 3 days after successful completion of JRI proceedings. 10 persons will be trained in the operational handling of Night Scopes.</p> |
| 11 | <p><u>REFUND OF COST OF NIGHT SCOPE (THERMAL) FOR SNIPER RIFLE OR REPLACEMENT OF SAME SPECIFICATION IN CASE OF ANY STORE IS FOUND DEFECTIVE</u> Tenderer should undertake to 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 / Warranty clause within 15 days of reporting.</p> |
| 12 | <p><u>Requirement of License:</u> Firm is required to submit Industrial License under Industries Development and Regulation Act, 1959 for manufacturing of Thermal imaging equipment for military use from DIPP at Tender/Bidding stage.</p> |
| 13 | <p><u>Packing & Marking</u> 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.</p> |
| 14 | <p><u>OPTION / TOLERANCE CLAUSE</u> The purchaser reserves the right to place orders for an additional quantity up to 25% of the originally contracted quantity at the same rate and terms of the contract during the currency of the contract as per rules and regulations.</p> |
| 15 | <p><u>FRANKING CLAUSE :</u> The following Franking clause will form part of the contract placed on successful bidder : a) Franking Clause in the case of Acceptance of Goods, "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract". b) Franking Clause in the case of Rejection of Goods, "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".</p> |
| 16 | <p><u>Turnover criteria</u> The required average annual turnover of the bidder during last 3 financial years i.e. upto 31/03/2024 should be 02 Crore. Annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India will be required for the same. Certificate from Chartered Account / Cost Accountant in this regard has be provided with the bid duly mentioning UDIN. (Exemption will be given to MSE and Startups as per Rules)</p> |
| 17 | <p><u>Cartel Formation/Pool Rates/Bid Rigging/ Collusive Bidding etc.</u> 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 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 decided by the competent authority. This</p> |

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| | 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 and may also debar the tenderer indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders in future. |
| 18 | All bidders must declare, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring Entity. Failure to do so would amount to violation of code of integrity. |
| 19 | <p><u>Past Performance :-</u></p> <p>i) Firms should have supplied 10% (20 No) of the Tender quantity of same or any Thermal Cameras, HHTI and Thermal Weapon Sight to any Central / State Govt Organization / PSU / Public Listed company in any of the last three years before the opening the Tender as per Appendix -12 of TE.</p> <p>ii) Copies of relevant Contracts / Supply orders / AT etc are required to be submitted alongwith the TE. The store must be supplied in India only.</p> <p>iii) Copies of proof of execution of supply / Contract order i.e. CRAC / Tax Invoice (price may be hidden) etc are also required to be submitted alongwith the TE.</p> <p>iv) Exemption will be given to manufacturers of offered store under MSE / Startup category only.</p> |
| 20 | The bidders should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidders are required to upload undertaking to this effect along with the Bid. |
| 21 | <p><u>Earnest Money Deposit (EMD)</u></p> <p>i) Earnest Money Deposit (EMD) / Bank Guarantee of Rs. 35,36,000/- valid for 315 days from the date of tender opening is required to be deposited, if Bidder is not under exempted category.</p> <p>ii) Original EMD should be deposited in Tender Box (Provisioning) kept at Reception -2 of Directorate General, CRPF, Block No.1, CGO Complex, Lodhi Road, New Delhi before stipulated date / time of receipt of tender.</p> <p>iii) EMD should be issued in favour of DIG(Prov), Dte Genl, CRPF, New Delhi.</p> |
| 22 | <p><u>Extension of DP</u></p> <p>As per Rules, the purchaser has right to consider the request for extension of Delivery Period. Such extension will be given by the competent authority by reserving the right of the purchaser to levy Liquidated Damages (LD), R/R and denial clause for delay as per rules and with denial of increase in price, taxes, duties etc. taking place during the extended period.</p> |
| 23 | Bidders may sent their queries offline / online before Pre-bid meeting as well. After conducting of Pre-bid meeting, offline / online received queries within 07 days will be examined by the Competent Authority as per extant Rules and suitable reply shall be sent to the respective Bidders. If required, corrigendum / Addendum on the Open Tender Enquiry will also be published. Thereafter queries / complaints / representation through social medial / Telephone/ speed post etc. will not be entertained. |
| 24 | If any firm quotes Nil / Abnormally Low Rates, that Bid will be treated as unresponsive. |
| 25 | Authorised Bidder / Re-seller are required to give Warranty / Guarantee of the store being procured in the instant tender from the manufacturers apart from submission of the Authorised Dealership Certificate from the manufacturer. |
| 26 | If OEM also participates in Tender / Bid, then Bid of the Authorised Bidder / Re-seller will be ignored. |
| 27 | Bidders with conflict of Interest will be disqualified. |
| 28 | If any store is found defective during Warrantee / Guarantee period, repair / replacement of said store will be made by successful bidder within 15 days of reporting. |



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| 29 | No conditional offer will be entertained. |
| 30 | Special instructions will supersede over General Terms and Conditions of this instant Tender. |
| 31 | The O/M/bidder has to submit an undertaking on their letter head that i) They have not submitted any false/forged/manipulated/misleading document in the instant bid or in any bid in the last three years. ii) And also, the Central/State Government Organization /PSU/Public Listed Company have not found their documents fake/misleading in the last three years. iii) That their offered product is meeting all the required parameters of approved QRs/Spec and buyer added specific ATC (Additional terms & conditions). iv) That firms have not supplied the instant store being purchased at lower rates to other Ministries/Departments. v) That Firm is not under liquidation, court receivership or similar proceedings, and not bankrupt. |
| 32 | Frustration of contract :- Upon a supervening cause occurring after the effective date of the contract, including a change in law beyond the control of either party, whether because of the Force Majeure clause or within the scope of section 56 of the India Contract Act, 1872, that make it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The Parties shall use reasonable efforts to agree to amend the contract as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and termination the contract, due to its frustration, without repercussion on either side. |
| 33 | Successful bidder will be required to intimate GeM Registration ID well before placement of A/T (supply order). |
| 34 | In case the supplier does not lift the rejected goods within the stipulated time from consignee location, a per day ground rent @0.5% of the value of goods as per contract will be charged. If the supplier does not respond within a reasonable time, the procuring entity may treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier, to recover its dues. |
| 35 | The Resultant contract will be interpreted as per Indian law as per rule, 173(VI) of GFR, 2017. |
| 36 | GSQR is sacrosanct, no representation or query what so ever with regard to GSQR shall be entertained and Bids are to be submitted based upon mentioned GSQR only. |
| 37 | Buyer is at full liberty to withdraw, substitute or modify the bid as per requirement. |
| 38 | All the terms and conditions of Govt. taxes shall be applicable as per relevant rules. |

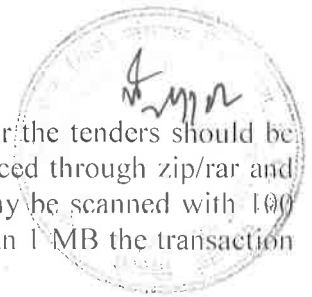

(Megh Raj)

Commandant (Procurement)
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>

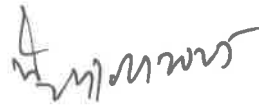
- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-Tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the eProcurement site using the “Click here to Enrol” option available on the 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.

- 
- 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.1486/2024-25-Proc-IV

Dated, the 27/02/2025

| Sl. No. | Description of Articles | Quantity |
|---------|--|----------|
| 1. | Night Scope (Thermal) for Sniper Rifle | 200 No. |

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



LIST OF CONSIGNEE

No. U.II.1486/2024-25-Proc-IV

Dated, the 02/02/2024

Name & Address of consignee

| SL No | Name and Postal Address of Consignee |
|-------|--|
| 01 | The DIGP, Group Centre, CRPF, Gurugram, Haryana, - 122098, Tel. No. 0124-2979503, E-mail gegggn@crpf.gov.in |

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



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

Date:
To,

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

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the 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/ organizations too have also been taken into consideration, while submitting this acceptance letter.

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

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

Yours Faithfully,

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

(Signature of the Bidder, with Official Seal)

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

To,

The DIG (Prov.), Dte, Genl,

C.R.P.F., CGO Complex, Lodhi Road,
New Delhi. Pin – 110003

Dear Sir,

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

1. _____ 2. _____
 3. _____ 4. _____

wish to participate in the said tender enquiry for the supply of _____ as a bank guarantee against Earnest Money for a sum of Rs. _____ (in words) _____ Valid for 225 days from the date of tender opening viz. up to _____ is required to be submitted by the Tenderer as condition for the participation, this bank hereby guarantees and undertakes during the above said period of 225 days, to immediately pay on demand by _____ in the amount of without any reservation and recourse if,

1. The Tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
 2. The Tenderer withdraws the said tender within 180 days after opening of tender
- OR
3. The Tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the general conditions of the contracts.

The guarantee shall be irrevocable and shall remain valid up to _____ “We.....
 Lastly undertake, not to revoke this Bank Guarantee, during its currency period, except with the previous consent of the Government/purchaser, in writing. Otherwise, the Guarantee shall remain revoked after 45 days, in case the Government does not present a request, in writing to the Bank, with reasons, during the currency period of this Guarantee or 45 days thereafter, to extend this guarantee up to such specific date or period as required by the Government/purchaser.”

Signature of the Bank Manager

With office seal

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

Date _____
 Place _____
 Witness _____

Signature. _____
 Printed Name. _____
 (Designation) _____

(Banker's Common Seal)



BID SECURITY DECLARATION CERTIFICATE

To,

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

Sir,

Tender reference No. _____ Date _____

Name of Item / Store _____

We, M/s _____

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

Yours faithfully

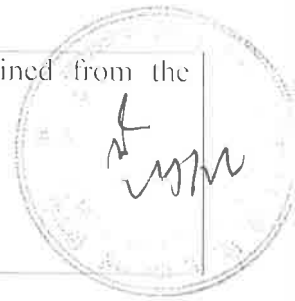
(Signature of the Authorized Signatory of bidder with official seal)

GSQR : Clip on Thermal Imaging (TI) Sight for Long Range

| S. N | Description | Specification | Trial Directive |
|------|---|---|--|
| 1. | Description of Eqpt. It is ideally to be used as an inline/clip-on right sight with the existing day magnified scope on the sniper. | | To be physically checked by BOOs. |
| 2. | Field of View (FOV) | 6.5° x5° (max) | To be physically checked by BOOs at SIW, BSF. |
| 3. | Weight | Should be light in weight – max 800g including the weapon mount and the internal battery and objective lens guard. | To be physically checked by BOOs. |
| 4. | Length | Should be short in length max 215mm to be above to fit on the rail in front of the day scope. | To be physically checked by BOOs. |
| 5. | Range | Should be capable of detecting human being of size 1.8x0.6m both moving and stationary at a range of minimum 1500m and recognition of human at 750m when used in clip on configuration. | Firing at 100m, 400m and 750m to be physically checked by BOOs. Sight will be checked with clip-on features too at firing range. Group size 5 rounds out of 5 rds to be hit at the distance of 100 meter at figure-11 target. 5 rounds out of 5 rds to be hit at the distance of 400 meter at 4x4 target. 4 rounds out of 5 rds to be hit at the distance of 750 meter. |
| 6. | FPA Resolution | 640x480 or more | Datasheet for TI sensor and TI CoC from TI manufacturer to be obtained from the firm. |
| 7. | Polarity | Should feature black hot, white hot and edge detect for the ease of use. | To be physically checked by BOOs. |
| 8. | It should have inbuilt system for marking range. | | To be physically checked by BOOs. |
| 9. | Ready time from power off mode | 10sec or less. | To be physically checked by BOOs. |
| 10. | Type of Detector | Micro-bolometer, 12µm pixel pitch or less | Datasheet for TI sensor and TI CoC from TI manufacturer to be obtained from the firm. |
| 11. | Spectral Range | 8-14 µm | Datasheet for TI sensor and CoC from TI manufacturer to be obtained from the firm. |
| 12. | Frame Rate | Min 50fps. | Datasheet for TI sensor and CoC from TI manufacturer to be obtained from the firm. |
| 13. | OLED Resolution | 640x480(min) | Datasheet for OLED and CoC from OLED manufacturer to be obtained from the firm. |
| 14. | Electronic Zoom | It should feature digital zoom up-to 4x. | To be physically checked by BOOs at SIW, BSF. |
| 15. | Weapon Mount | It should feature a quick release mount to attach / detach on the weapon in front of a day optic on a MIL-STD-1913 pica-tinny rail. | To be physically checked by BOOs. |
| 16. | Magnetic Compass | It should feature an integrated Digital Magnetic Compass. The output of the DMC should be displayed on the OLED screen. | To be physically checked by BOOs. |

| | | | |
|-----|--------------------------------------|---|---|
| 17. | The Sight should have mechanism for: | On/Off Black Hot/White Hot/Edge Detect polarity change. Brightness/Contrast Control. | To be physically checked by BOOs. |
| 18. | External Video Interface | It should feature an external video port such that the video at a minimum frame rate of 25fps can be connected with wired media to a display compatible with PAL video system. | To be physically checked by BOOs. |
| 19. | Battery Status Indicator | System should display battery status real time on its Screen with low batter indication. | To be physically checked by BOOs. |
| 20. | Ruggedness | System should be ruggedized as per latest Mil Std 810G in respect of High & Low temperature, humidity, shock, vibration and bump supported by National accredited lab certificate. Ruggedized container for transportation should be provided. It should be made of aircraft grade aluminum or similar material. | NABL certificate to be obtained from the firm. To be physically checked by BOOs. To be physically checked by BOOs and OEM certificate to be obtained from the firm. |
| 21. | Battery | Commercially available rechargeable 18650 Li-ion battery. | To be physically checked by BOOs. |
| 22. | Battery Charger | It should feature a battery charger with 110-220V AC and 12VDC power adaptor. | To be physically checked by BOOs. |
| 23. | Battery Efficiency | The Sight should remain fully operational on single/set of cell /battery for not less than 6 hours. | To be physically checked by BOOs. |
| 24. | Operating Temperature | -20°C to +55°C | NABL certificate to be obtained from the firm. |
| 25. | Storage Temperature | -30°C to +55°C | NABL certificate to be obtained from the firm. |
| 26. | Encapsulation | IP-67and Nitrogen purged | NABL certificate to be obtained from the firm for IP-67. And OEM certificate for nitrogen purging. |
| 27. | Immersion | Should immerse in water up-to 1m for 30 minutes. | To be physically checked by BOOs. |
| 28. | Carrying case | A ruggedized Polypropylene shock proof container compliant to IP-67 or better Mil-std-810F or better for transportation. An additional soft carrying case with shoulder strap to be provided. | NABL certificate to be obtained from the firm. To be physically checked by BOOs. |
| 29. | Miscellaneous | Technical manual/operational manual should be provided. One spare Eye guard and OG cover and two set of cells / batter should be provided with each sight. | OEM certificate to be obtained from the firm. |

| | | | |
|-----|----------------------------------|---|---|
| 30. | Shelf life of equipment/warranty | Shelf life of equipment is 07 years (included 02 years warranty & technical support to be provided by the OEM for the next 05 years, on the occurrence of any defect on any of the sights). | OEM certificate to be obtained from the firm. |
|-----|----------------------------------|---|---|



QUESTIONNAIRE ABOUT MANUFACTURER



(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 for subject stores Yes No
- b) If yes, monetary limit Rs. (Enclose attested photocopy of Regn. Certificate) (Lakh) (Without limit)
- c) Validity Date _____
3. a) Whether registered with NSIC for subject store Yes No
- b) If yes, monetary limit Rs. (Enclose attested photocopy of Registration Certificate) (Lakh) (Without limit)
- c) Validity Date _____
4. Whether recognized as start-up by DPIIT. Yes No
5. Whether past supplier of subject store to Min. of Home Affairs / GOI during the last 3 years. (If yes, submit performance report in enclosed Performa) Yes No
6. Terms of delivery: (Free delivery to consignee's location) Yes No
7. Quantity offered _____
8. Delivery period in months from the date of placement of order. _____
9. Make and Model quoted. _____
10. (a) Whether store fully confirms to tender schedule specification in all respect. Yes No
- (b) If answer to 11(a) is No. indicate the details of deviation in separate sheet.
11. Acceptance to conditions of contract as Contained in Tender Enquiry. Yes No
12. Have you enclosed required EMD / Bid Security Declaration Certificate? Yes No



- | | | | |
|-----|---|--------------------------|--------------------------|
| 13. | Do you accept Liquidated damage clause: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 14. | Have form offer of stores signed by witnesses. | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 15. | Do you accept Guarantee/Warranty clause: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 16. | Do you accept Arbitration clause: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 17. | Do you accept Delivery period: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 18. | Do you accept the conditions of free Training for Trainers. : | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 19. | Whether your firm has ever been blacklisted / banned? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 20. | Have you enclosed all documents as per Tender Enquiry. | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 21. | Do you have the required after sales service in the given States. : | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 22. | Have you submitted compliance statement? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 23. | Have you enclosed certificates as per Tender Enquiry | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 24. | Have you enclosed PCIP? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |

Signature of Tenderer : _____
Name in Block letters : _____
Capacity in which Tender is signed : _____
Full Address : _____

DETAILS OF MANUFACTURER

| | | |
|-------------------------------------|--|----------------|
| 1. Details of manufacturer:- | | |
| a) | Name of manufacturer:- | |
| b) | Office address | |
| | City and PIN code No. | |
| | State | |
| | Telephone/Fax No. | |
| | Mobile Tel. No. | |
| | Email address | |
| c) | Address of Work place/Manufacturing place:- | |
| | City and PIN code No. | |
| | State | |
| | Telephone/Fax No. | |
| | Mobile Tel. No. | |
| | Email address | |
| d) | Name of person to be contacted:- | |
| | Designation | |
| | Telephone/Fax No. | |
| | Mobile Tel. No. | |
| | Email address | |
| 2. | In case of foreign Firm, contact person in Delhi, India – N/A | |
| a) | Name of person | |
| b) | Name of firm/company | |
| | Address | |
| | City and PIN code No. | |
| | State | |
| | Telephone/Fax No. | |
| | Mobile Tel. No. | |
| | Email address | |
| 3. | Please confirm that you have offered packing as per tender enquiry requirements, if not indicate deviations. Deviations, if any | Yes/No. |
| 4. | Gross weight of consignment.(Net weight of each item) | |
| 5. | Name of the firm as registered. Under which act firm is registered. Date of constitution. PAN No. (Certificate is mandatory to deposit) GSTN No. (Certificate is mandatory to deposit) | |
| | GSTN office address | |
| | Address | |
| | City and PIN code No. | |
| | State | |
| | Telephone/Fax No. | |
| | Mobile Tel. No. | |
| | Email address | |
| | Income tax office address | |
| | Address | |
| | City and PIN code No. | |
| | State | |
| | Telephone/Fax No. | |
| | Mobile Tel. No. | |
| | Email address | |

| | | | | |
|----|---|-------------------------|--|---------------------------|
| 6. | Upto what period return has been submitted to which agency:- | | | |
| | Name of raw material | Name of likely supplier | Country of origin | |
| 7. | Details of turnover and tax deposited for last three financial year | | | |
| | Fin. Year | Total turnover | Total Profit | Total sales tax deposited |
| 8. | Name of authorised signatory (Supporting document is required to be attached) | | | |
| | Name. | | Name of supporting document attached | |
| 9 | Banker's Address | | Bank Name : Account No. :- IFSC code -- Branch Name with address: | |
| 10 | Seller Login ID | | | |
| 11 | GeM Registration ID | | | |



UNDERTAKING

I do hereby declare that all statement made mentioned above are true, complete and correct to the best of my knowledge and belief. In the event of information being found false or incorrect or ineligible being deducted before or after opening of tender or any stage of the procurement, my candidature will stand cancelled and my all claims for the purpose forfeited.

(Signature of the Witness)
Name & Address _____
Dated _____

(Signature of the Tenderer)
Address _____
Dated _____

Whether signing as Proprietor/Partner/Constituted
Attorney/duly authorized by the Company

PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____, 2025 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 **Night Scope (Thermal) for Sniper Rifle -- 200 No.** 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 **Night Scope (Thermal) for Sniper Rifle – 200 No.** 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.

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.

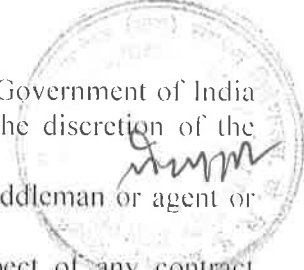
5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same 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.

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- (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 gchaturvedi@gmail.com

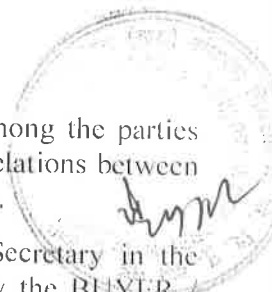
8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

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
Name of the Officer. Designation
Department/Ministry.

BIDDER

Witness
1. _____
2. _____

Witness
1. _____
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.

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

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

Tender No. _____ Dated _____

Name of Item / Store:: _____

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

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

OR

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

(Strike off the portion not applicable)

Remarks:-

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

Signature of Bidder:- _____
Name of firm: _____

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 tender 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 submission of required EMD / Bid Security Declaration certificate. | |
| 3. | Tenderers should ensure that their registration with MSME as MSE unit and NSIC is valid if they are registered with NSIC or Startups as recognized DPIIT. They should enclosed the latest MSE/UAM/NSIC or Startups as recognized by DPIIT registration certificate. | |
| 4. | Tenderers should confirm that their products confirm 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 give their past performance in the specified format given in the Tender documents. | |
| 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 mention that Business dealing with their firms has not been banned by any Govt / private agencies. | |
| 14. | 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. | |
| 15. | Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory. | |
| 16. | 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. | |
| 17. | Tenderers should mention their registered address for communication with Telephone and Fax Number. | |
| 18. | 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

Validate

Print

Help

Tender Inviting Authority: Directorate General,CRPF

Name of Work: Night Scope (Thermal) for Sniper Rifle

Contract No: U.II-1486/2024-25-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 # |
|----------------------|--|------------------|----------|--------|--|------------------------|----------------------------------|-------------------------------|-----------------------|
| Sl. No. | Item Description | Item Code / Make | Quantity | Units | BASIC RATE in Figures To be entered by the Bidder in Rs. P | GST on basic rate in % | TOTAL AMOUNT Without Taxes Rs. P | TOTAL AMOUNT With Taxes Rs. P | TOTAL AMOUNT In Words |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 11 | 12 | 13 |
| 1 | Night Scope (Thermal) for Sniper Rifle | item1 | 200.00 | Nos | | | 0.00 | 0.00 | INR Zero Only |
| Total in Figures | | | | | | | 0.00 | 0.00 | INR |
| Quoted Rate in Words | | | | | | | | | |

Basic Rate Entry
Please enter Basic Rate in Rupees for this item.

PERFORMANCE STATEMENT FOR LAST THREE YEARS



1. Name of Firm :
2. Name of purchase organization;
3. Contract No. :
4. Description of Stores :
5. Quantity on order :
6. Value :
7. Original D.P. :
8. Qty. supplied within original D.P. :
9. Final Ext. D.P. :
10. Last supply position. :
11. Reasons for Delay in supplies (if any) :

Note-1: i) The decision on assessment of past performance of DG CRPF will be final.
ii) Copy of supply orders be attached.
iii) The store must be supplied in India only.

Signature of the Tenderer