

INVITATION TO TENDER

Directorate General , CRPF
(Procurement Cell of Prov. branch)
Block No.1,C.G.O.Complex Lodhi Road ,New Delhi-03
(MHA, GOI)

Tele No. 011- 24369586/ Fax No. 011-24360155, email : proccell@crpf.gov.in)

No. U.II-1262/2019-20-Proc-IV

Dated, the 10 July., 2019

To, _____

Dear Sir,

On behalf of the President of India, I invite you to tender online bids for the supply of store detailed in the schedule.

2. The conditions of contract which will govern any contract made are contained in pamphlet No. DGS&D-68 entitled "Conditions of contract governing contracts, placed by the Central Purchase Organizations of Government of India as amended up to 31/12/91 and those contained in the pamphlet No. DGS&D-229 containing various instructions to tenderers quoting against the tender enquiry issued by the DGS&D read with the amendments enclosed with this tender enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.

3. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned officers:-

- a) The Manager of Publications, Civil Lines, Delhi.
- b) The Superintendent, Government Printing & Stationary, Allahabad, U.P.
- c) The Superintendent, Government Printing & Stationary, Mumbai.
- d) The Superintendent, Government Printing, Gulzarbagh, Patna. Bihar.
- e) DGS&D, New Delhi and its Regional Offices at Mumbai, Chennai, Kolkata and Kanpur.
- f) Government of India Book Depot, 8 Hastings Street, Kolkata.

4. Regarding sources of supply of standard specification and drawing, refer Appendix-'B' contained in pamphlet DGS&D-229.

5. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be fully filled in, signed and submitted through e-Procurement site <http://eprocure.gov.in/eprocure/app>. You must also furnish with your tender all the information called for as indicated in pamphlet No. DGS&D-229 mentioned in para-1 above. Attached list of questionnaire should also be answered and submitted through e-Procurement site <http://eprocure.gov.in/eprocure/app>, failing which your tender will be liable to be ignored, and not considered.

6. This tender is not transferable.

Thanking you.

Yours faithfully

(Sumit Kumar)
Second-in-command (Proc)
For and on behalf of the President of India

Schedule to tender

Directorate General, CRPF
(Proc Cell of Prov branch)
Block No.1, C.G.O. Complex Lodi Road, New Delhi-03
(MHA, GOI)
(Tele No. 011- 24369586/ Fax No. 011-24360155)

Schedule to Tender No. : U.II-1262/2019-20-Proc-IV

Validity of offer : The tender shall remain open for acceptance till
180 days from the date of opening of tender.

Tenderers are advised to go through the relevant clauses of Tender Enquiry carefully related to Earnest Money, Payment terms before filling the Tender.

Tender Enquiry No	Description of Store	Qty (in Nos.)	Specification And Trial Directive	Earnest Money Deposit (In Rupees)	Critical Dates
U.II-1262 / 2019-20-Proc-IV	Multi Mode Hand Grenade (MMHG)	3700 Nos.	As per Appendix-'9'	Rs. 3,93,000/- (Rupees Three Lakh Ninety Three Thousand) only EMD should be valid up to 225 days from the date of opening of tender.	a) Pre-bid meeting on 23/07/2019 at 1100 hrs. at conference hall. b) Date & time of receipt of offline and online tender : upto 1130 hrs on 20/08/2019 c) Date & time for opening of tender box : At 1130 hrs on 20/08/2019 d) Date & time of opening of online and offline tender : On or after 1130 hrs on 21/08/2019

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 e-Procurement site <http://eprocure.gov.in/eprocure/app>.

All firms, who are not specifically registered for tendered stores as per specification of Tender Enquiry either with **MSME as MSE unit**, or NSIC, are required to submit Earnest Money as mentioned above along with their office. Registration with any other organization will not exempt them from depositing Earnest Money. As per Government policy, PSU are not exempted from depositing Earnest Money.

1	Purchaser	:	The President of India.
2	Inspection Authority	:	DG, CRPF.
3	Inspection Officer	:	Board of Officers detailed by DG,CRPF

4	Store required at	:	Free delivery at consignee's location (Details of consignee as per Appendix "7"). Tenderers are required to quote rates on free delivery at Consignee's location basis only. <u>Tenders received on FOR Destination Stations/ Station of dispatch basis or different rates for different destinations shall be summarily rejected.</u>
5	Delivery required by	:	i) Within 04 months from the date of issue of AT/Supply order.
6	Dispatch Instructions	:	Stores are required to be delivered at consignee's location at freight, risk and cost of the supplier.
7	Payment Terms	:	<ul style="list-style-type: none"> i) 90% payment will be released on receipt of Line Committee report of store issued by the consignee. ii) Balance 10% will be released against <ul style="list-style-type: none"> a) Certificate issued by the purchaser that firm has submitted Performance Bank Guarantee to the tune of amount equivalent to 10% of net contracted value which is valid till 60 days beyond guarantee/warranty period b) Regularization of the case, if supply is made beyond fixed Delivery Period.
8	Packing & Marking	:	As per relevant clause of Specification.
9	Rate quoted by the firms should be on firm price basis.		
10	Rates, Taxes, and Duties.	:	Firm should quote rates, taxes, duties as per BOQ format provided.
11	Tenderers should disclose the name and full address (along with telephone/Fax No.) of the place where the store will be manufactured and offered for inspection. In case the firm is registered with NSIC for the subject stores, they should clarify whether they are registered as a manufacturing unit or in any other capacity. In case the registration is as a manufacturer, they should indicate the full address/phone No. of their manufacturing facility.		
12	Purchasers right :: (a) Purchaser reserves the <u>right to change the consignee and change the quantity</u> of store allotted to them as per requirement at any stage. (b) Purchaser reserves the <u>right to cancel/reject or Scrap the tender</u> without assigning any reason. (c) Purchaser reserves the right to <u>increase or decrease the quantity</u> at any stage.		
13	Purchaser reserve the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.		
14	Tender Sample requirement	:	Not required
15	<u>PLACE OF SUBMISSION OF TENDER DOCUMENTS :</u> Original documents as per Clause 18(a)(1) duly completed in all respect are to be submitted in the tender box (Provisioning) kept at Reception-II, Directorate General, CRPF, Block No-1, CGO Complex, Lodhi Road, New Delhi-03 before specified time and date mentioned in the Schedule to Tender. <u>Late/Delayed/Non submission of originals would result in rejection of bid.</u>		
16	<u>LIQUIDATED DAMAGES</u> In case the firm does not complete the supply within the fixed delivery period, liquidated damages including administrative expenses and not by way of penalty a sum equivalent to 2% of the price of stores which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so		

	<p>claimed shall not exceed 10% of the total contract price. After the maximum limit of 10% of the contract value, the purchaser reserve the right to either extend further or cancel the contract. 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.</p>
17	<p><u>SECURITY DEPOSIT</u></p> <p>a) The successful firm shall have to deposit a Security Deposit of 10% of the contract value <u>within 30 days</u> of the placement of supply order for due performance as per provisions contained in Clause 7 of DGS&D-68 (Revised). Failure at the part of the firm to deposit the security deposit within stipulated time, purchaser reserve right to reject or cancel the Acceptance of Tender.</p> <p>b) The Performance Security Deposit submitted by the supplier will remain valid at least for 60 days beyond the guarantee/warranty period.</p> <p>c) If the supplier fail to deliver the stores in a promised period and places a request for extension of time the supplier will submit an undertaking on Non Judicial Stamp Paper of Rs.10/- duly attested by the Notary PUBLIC STATING THAT THE performance Security Deposit has already been extended for 60 days beyond the guarantee/warranty period.</p>
18	<p><u>TWO BID SYSTEM</u> :: The offer has to comprise of two covers viz technical & financial bid.</p> <p>(a) FIRST COVER (Technical Bid) should contain the following :</p> <p>1. Documents to be submitted in original manually (to be dropped in the <u>TENDER BOX OF PROVISIONING</u>, placed at Reception No.2 of Dte. Genl, CRPF) before the stipulated date and time of receipt of tender.</p> <p>i) Earnest Money (if applicable) (Appendix-5)</p> <p>ii) Tender acceptance letter signed by tenderer with seal. (Appendix-11)</p> <p>iii) Registration certificate of MSME as MSE or NSIC (if applicable).</p> <p>iv) Compliance statement for QRs/specification of Multi Mode Hand Granade(MMHG). (Appendix-14)</p> <p>v) Technical literature or any other document which the firms wish to submit.</p> <p>vi) Price list of Spares as per Clause 22(b)</p> <p>vii) Any other Certificates required as per QRs/specification of the tendered store.</p> <p>2. Documents to be submitted online (scanned copies) on CPP Portal</p> <p>i) Tender acceptance letter (Appendix-11)</p> <p>ii) Earnest money deposit (if applicable) (Appendix-5)</p> <p>iii) Performance statement for last three years. (Appendix-6)</p> <p>iv) Registration certificate of DGS&D/NSIC (if applicable).</p> <p>v) Form No. 68-A (Appendix-1)</p> <p>vi) Questionnaire. (Appendix-2)</p> <p>vii) List No.1 . (Appendix-3)</p> <p>viii) Form-7 . (Appendix-4)</p> <p>ix) Declaration certificate to be furnished by the tenderer . (Appendix-10)</p> <p>x) List of Machinery installed in Factory. (Appendix-12)</p> <p>xi) Compliance statement for Specification/QRs . (Appendix-14)</p> <p>(b) SECOND COVER should contain the following :</p> <p>xii) Price should be quoted <u>only ONLINE</u> as per Price bid in BoQ format (Appendix-15) along with tender documents at eprocurement site https://eprocure.gov.in/eprocure/app. The composite bid i.e. rate indicated in the technical bid openly shall be ignored.</p> <p>i) Only the technical bid and original documents received shall be opened on the date of tender opening. Price bids of only those firms will be considered for opening whose offer pass in all</p>

	<p>tender conditions and technical/ physical evaluations.</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 least price) basis.</p> <p>iii) Tenderers are not permitted to alter or modify their tenders after expiry of the deadline for receipt of tender till the date of validity of tender and if they do so their earnest money will be forfeited.</p>
19	<p>Tender Documents are available at CPPP eProcurement site http://eprocure.gov.in/eprocure/app as well as on CRPF website (http://crpf.nic.in/tender_notices.htm) which can be downloaded by interested firms free of cost. However bidders are required to submit EMD as applicable, as per tender document while submitting the bids. The FDR/ BG for EMD should be drawn in favour of <u>DIG (Provisioning) Dte. Genl., CRPF payable at SBI, CGO Complex, Lodhi Road, New, (Code No.7837).</u></p>
20.	<p><u>MANUFACTURERS /INDIAN AGENTS QUALIFYING ELIGIBILITY CRITERIA :-</u></p> <p>(a) Those firms should respond who are the manufacturer of the stores or the Indian agent of foreign principals which manufacture store specified in Tender specifications as brought out in <u>Appendix-'9'</u> of T.E.</p> <p>(b) The Indian Agent of foreign manufacturers/principals are allowed to bid in the tender subject to the following conditions:-</p> <p>(i) The Indian Agents should submit application form duly filled in all respect alongwith all connected documents / certificates which were being submitted to DGS&D for enlistment alongwith the tender documents as <u>Appendix-'16'</u>.</p> <p>(ii) The Indian Agent will submit, along with the tender documents, a copy of the agreement with the foreign manufacturer/principal, giving particulars of precise arrangement with foreign principal and their interest in the business in India. Such agreement with foreign manufacturers/principal <u>should be a long term agreement</u> and not merely for the present tender. If the agreement is only for the present tender the offer received will be liable to be rejected.</p> <p>(iii) The Indian Agent will <u>provide details of the after sale service and post contractual support</u> i.e. repair, maintenance and supply of spare parts etc. For after sale service the Indian agent will be solely liable and responsible for its execution.</p> <p>(iv) The Indian Agent will also <u>be required to submit the details of his commission</u> or any other arrangements with foreign manufacturer/principal for providing tendered items.</p> <p>(v) Offer from firms whose business <u>activities are limited to procuring items</u> from manufactures, both Indian and foreign and supplying the same to purchaser without having after sales backup <u>will not be entertained.</u></p> <p><u>(vi) Indian agent of foreign manufacturer/principal has to quote the rates in INR only.</u></p> <p>(c) The Indian Agent/Distributor of Indian Manufacturers/Principal who are registered with DGS&D as authorized agent of the Indian Manufacturers /principal are allowed to bid in the tender.</p> <p>(d) The Indian Agent of Indian Manufacturers/Principal those are not registered with DGS&D as authorized agent/distributor of the Indian Manufacturers/principal are allowed to bid subject to accomplishment of following conditions specified in DGS&D Form No.230 :-</p> <p>(i) Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall given an undertaking to the following effect :-</p> <p>(a) That he does not have sufficient marketing arrangements in respect of the specified territory or set of items to participate in Central Government/DGS&D purchases.</p> <p>(b) That he will accept the responsibility for the satisfactory execution of orders placed on the</p>

	<p>authorized agents/distributors.</p> <p>(c) That he will provide requisite inspection and testing facilities at his works in respect of orders placed on authorized agents/distributors.</p> <p>(d) The authorized agents/distributors price will not exceed that which the manufacturer would have quoted.</p> <p>(e) The manufacturer will declare the quantum of commission or the margin of profit to which authorized agent/distributor is entitled.</p> <p>(f) Inspection challan authorized by the agents would be accompanied by a certificate from the manufacturer that the stores covered under the challan have been manufactured by them and the stores offered and supplied would bear the trade mark of the manufacturer.</p> <p>(ii) The authorized agent/distributor would also give an undertaking in such cases as follows :-</p> <p>(a) That he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations.</p> <p>(b) That he will responsible for providing after-sale-service and He will indicate besides quoted price, the manufacturer's price to him.</p>
21.	Quantity to be offered: - Full Quantity i.e 3700 Nos.
22.	<p><u>GUARANTEE / WARRANTY</u></p> <p>a) Except as otherwise provided in the invitation to the tender, the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of twenty four months, from the date of delivery of the said goods/stores/articles to the purchaser from the contractor's works and notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles. If during the aforesaid period of 24 months, the said stores/goods/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon the contractor to rectify the goods stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/articles/stores/rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.</p> <p>b) Tenderers should submit price list on a separate sheet duly signed with seal mentioning frequently required and critical spares with pricing to remain valid after expiry of Guarantee/Warranty period of 2 years.</p>
23.	<p><u>PRE DESPATCH INSPECTION/ JOINT RECEIPT INSPECTION :-</u></p> <p>i) Pre Despatch Inspection of the store will be carried out at firm's premises by a BOOs to be detailed by CRPF at the time of bulk supply. The sampling criteria and inspection criteria formulated by purchaser has to be acceptable by the seller.</p> <p>ii) Joint Receipt Inspection (JRI) of delivered goods shall be conducted at consignee's location i.e. Central Weapons Store-2, CRPF, PO-Vishnupuri, Talmaval, Distt-Pune, Maharastra-410507 by a Board of Officers to be nominated by Buyer and the representative of the firm. JRI will consist of:-</p> <p>a) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.</p> <p>b) Complete functional checking of the goods as per specifications and as per procedures and tests laid down by CRPF.</p>

24.	<p><u>OPTION CLAUSE/ TOLERANCE CLAUSE</u></p> <p>i) Under normal circumstances the purchaser reserves the right for placing 25% extra on tolerance/option on the successful bidder.</p> <p>ii) <u>For operational exigencies:-</u></p> <p>(a) The purchaser also reserves the right to exercise the tolerance/option upto 100%.</p> <p>(b) The purchaser also reserves the right of exercising the provision of repeat order upto 100% of the initial tendered quantity.</p> <p>(c) While invoking (ii)(a) and /or (ii)(b), the purchaser reserve the right imposing performance Bank Guarantee (PSD) @ 10% of the contract value and imposing Liquidated Damages for the delay supplies @1.5% per week subject to 15% of the total Value.</p> <p>Sub Para (ii) (a), (b) and (c) above are as per MHA (Police Modernization Division), Procurement Wing, New Delhi Order No. D/21013/30/3379/17.08.2016/ Proc Wing/ MHA, CF No. 3362928 dated 21/02/2018 to be read with modification to the said order, if any carried out during the currency of the contract.</p>	
25.	If stores are found defective, the firm will replace the store free of cost.	
26.	<p><u>GOVT. POLICY</u></p> <p>The Purchaser reserve the option to give a purchase/price preference to offers from the public sector units and / or from other firms in accordance with the policies of the Govt. from time to time.</p>	
27	Other Terms and conditions	As contained in DGS&D-68(Revised), DGS&D-229 and DGS&D Manual.
28.	Penalty for use of undue influence	<p>1) The Seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the Contracts or Forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.</p> <p>2) 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 offers by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.</p> <p>3) A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.</p> <p>4) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.</p>
29.	Force Majeure Clause	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event,

		be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.
30.	Termination of Contract	Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:- (a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery. (b) The Seller is declared bankrupt or becomes insolvent. (c) The delivery material is delayed due to causes of Force Majeure by more than 60 days. (d) In case Performance Security is not furnished within 30 days from the date of issuing of A.T./Supply order.
31.	<u>Supporting Tools & Kit Package</u>	(a) The tenderer will also provide list of spares for running & critical repairs with pricing, cleaning kit, special maintenance tools, training aggregate-charts, slides, training brochure, training work model, blow up diagram, video films etc. as per QRs at the time of bulk supply. (b) Tenderer should ensure physical training in India and providing of Technical Manual with giving full description of the item in English as well as in Hindi to minimum 10 technicians and 100 Nos. operational trainees soldiers, user's Hand book and Literature on preservation/maint as applicable.
32.	Rejection of consignment.	<u>If the supply is found inferior and not confirms to specification the entire consignment will be rejected at the cost, risk and freight of the supplier.</u>
33.	<u>Purchase / price preference clause. :-</u> A. The Purchase preference will be given to the Micro and Small Enterprises (MSEs) registered as MSEs for tendered store with any agency as mentioned in notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) are as under:- i) 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 price is from some firm other than a MSE and such MSE shall be allowed to supply upto 20 (Twenty) percent of total tendered value. The 20 (Twenty) percent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band. ii) Within 20 % (Twenty percent) quantity, a purchase preference of four percent (that is 20	

(Twenty) percent out of 20 (Twenty) percent) is reserved for MSEs owned by Scheduled caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs.

- B. The Purchase preference shall be given to local supplier in consonance with Public Procurement Order, dated 15th June 2017 read with Order dated 28/05/18 and 29/05/19 (Preference to Make in India) in the manner specified here under:-
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50 % quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local Supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - iii) **Minimum local content:** - The minimum local content shall be 50%.
 - (a) Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - (b) Similarly "local Supplier" would mean a firm / bidder whose product offered meets the minimum local content.
 - iv) **Margin of Purchase Preference:** - The margin of purchase preference shall be 20 %. Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
 - v) **Verification of local content :-**
 - (a) The firm seeking the benefit under purchase / price preference clause, at the time of tender, shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the locations(s) at which the local value addition is made.
 - (b) 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 upto two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - (c) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of 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.

Note

- a) Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.
- b) The firms applying tenders against the subject Tender Enquiry are informed that all relevant details with reference to the Tender Enquiry stipulations are clearly responded to.
- c) Before submission of tender, tenderer will check the Check List attached to these Tender Documents for compliance on various stipulations of the tender.

Sd/-(10/07/2019)

(Sumit Kumar)

Second-in-command (Proc)

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA.

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.

1. All firms who are not specifically registered for tendered stores as per specification of tender enquiry either with NSIC or DGS&D or are not Micro and Small Enterprises (MSEs) 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) are required to deposit EARNEST money equivalent to the amount as mentioned in the Tender Schedule, failing which their offer will be summarily rejected.
2. The Earnest Money can be deposited in any of the following alternative forms :
 - a) Fixed Deposit Receipt in favour of **DIG (Prov,) Dte. Genl., CRPF payable at SBI, CGO Complex, New Delhi (Code No. 7837)**
 - b) An irrevocable Bank Guarantee of any **nationalized/Scheduled Bank.**
- 3 The Earnest Money shall be valid and remain deposited with the purchaser for the period of 225 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/ or any other alternate document submitted in lieu of Earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.
- 4 No interest shall be payable by the purchaser on the EM deposited by the tenderer.
- 5 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogate from the tender in any respect within the period of validity of his tender.
- 6 The Earnest Money of the successful tenderer shall be returned after the security Deposit as required in terms of the contract is furnished by the tenderer.
- 7 If the successful tenderer fails to furnish the security deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.
- 8 Earnest Money of all the unsuccessful tenderers shall be returned by the purchaser as early as possible after the expiry of bids validity, but not later than 30 days after Placement of contract.
- 9 Any tender, where the tenderer is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected.

Sd/-(10/07/2019)

(Sumit Kumar)

Second-in-command (Proc)

For and on behalf of the President of India

Form 68-A

Tender No. _____

Full name and address of the Tenderer in addition to Post Box No. if any, should be quoted in all communication to this office.	Contractor's Telegraphic address _____
	Telephone No. _____
	Fax No. _____

From,

Dear Sir,

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

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

Here paste coupon in case where coupons are supplied to contractors on payment	Yours faithfully
	(Signature of the Tenderer)
	Address _____
	Dated _____
	(Signature of the Witness)
	Address _____ Dated _____

1.	The following amendments may be carried out in the pamphlet entitled conditions on contract governing the contracts placed by Central Purchase Organization of Government of India 1991 edition bearing Symbol DGS&D-39 Form No. DGS&D Form No. DGS&D-68 (Revised).
1.1	The definition of “Government” provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under:- “Government” means the Central Government.”
1.2	The definition of Secretary in clause I(k) page 3 of DGS&D Conditions of Contract may be modified as under: “Secretary” means Secretary of Min. of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. In such Ministry, D.G., Addl. DG, IGP (Prov.). DIG (Prov.), Comdt. (Proc), Dy. Comdt. (Proc) of CRPF and every other officer authorized for the time being to execute contracts relating to purchase and supply of store on behalf of the President of India.”
1.3	Under Clause 2 (c) page 5 of DGS&D conditions of contract, the word “Director General of Supplies and Disposals or heads of his concerned regional offices” may be replaced by IGP (Prov.) CRPF.
1.4	Clause 24 i.e. Arbitration:- For: The existing entries Read: Arbitration. In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of law, appointed to be arbitrator by Director General CRPF. It will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:- a) If the arbitrator be a person appointed by the DG CRPF:- In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for Secretary, Min. of Home Affairs either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator in every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceedings denovo as he may at his discretion decide. b) It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all. c) The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award. d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator e) Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.
	f) The venue of arbitration shall be the place where the contract is concluded or such other place as the DG CRPF at his discretion may determine.

	g) In this clause the expression the DG CRPF means the DG CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.
1.5	Similarly, the reference to DGS&D wherever appearing may be suitably modified to read as DG, CRPF.
2.	<p>Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderers.</p> <p>FORM No. DGS&D-230 Reference to DGS&D wherever appearing in clause No. 14, 33, 34, 35, 39 and 40 and Appendix A for Form No. DGS&D-96 may be amended to read as IGP (Prov.) CRPF</p>

Signature of the Tenderer.

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 unit for subject stores	YES	NO
	b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate)	LAKH	WITHOUT LIMIT
	c) Validity Date		
3.	a) Whether registered with NSIC unit for subject stores	YES	NO
	b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate)	LAKH	WITHOUT LIMIT
	c) Validity Date		
4.	Terms of delivery (Free delivery at consignee location)	YES	NO
5.	Quantity offered		
6.	Delivery period in days from the date of placement of order		
7.	Whether store fully conforms to tender schedule specifications in all respect		
		YES	NO
8.	Acceptance to conditions of contract as Contained in DGS&D-68 (Revised) amended up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached.		
		YES	NO
9.	Have you enclosed required Earnest Money?		
		YES	NO
10.	Do you accept tolerance clause?		
		YES	NO
11.	Do you accept liquidated damage clause?		
		YES	NO
12.	Have form No. 68A and List No. 1 of Tender Enquiry signed by witness?		
		YES	NO
13.	Do you accept the Guarantee/Warranty Clause?		
		YES	NO
14.	Do you accept arbitration clause?		
		YES	NO
15.	Do you agree to produce your product for demonstration/technical evaluation?		
		YES	NO
16.	Do you agree to submit PSD on placement of supply order		
		YES	NO
17.	Whether your firm has ever been blacklisted /Banned?		
		YES	NO
18.	Have form No. 68A and List No. 1 of T.E. signed by witness ?		
		YES	NO

Signature of tenderer

LIST NO-1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.

1. Tender No. _____
2. Whether the store offered fully conform to the Technical particulars and specification, Specified by the purchaser in the schedule to tender. If not, mention here details of deviations. :
3. Brand of store offered. :
4. Name and address of manufacturer. :
5. Station of manufacturer :
6. Please confirm that you have offered store as per tender enquiry requirements. If not indicate deviations. :
7. What is your permanent Income Tax A/C No. ? :
8. Status.
 - a) Indicate whether you are LSU or SSI :
 - b) Are you registered with DGS&D for item quoted? If so, indicate whether there is any monetary limit on registration. :
 - c) If you are a small scale unit registered with NSIC under Single Point Registration scheme, whether there is any monetary limit. :
 - d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, Confirm whether you have attached a photocopy of the registration certificate indicating the items for which you are registered. :
 - e) If you are registered as MSE unit with MSME ? If so, indicate whether there is any monetary limit on Registration.
9.
 - a) If you are not registered either with NSIC or with DGS&D, please state whether you are registered With Directorate of Industries of State Govt. Concerned :
 - b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry. :

Signature of the Tenderer

10. Please indicate name & full address of your banker in the following format -
- Bank Name, Branch and Bank Account No. (Core bank account)
 - IFSC Code
 - Whether bank branch is NEFT/RTGS enables or not
 - TIN No.
11. Business name and constitution of the firm.
Is the firm registered under:-
- The Indian Companies Act 1956,
 - The Indian Partnership Act 1932 (Please also give name of partners)
 - Any Act; if not, who are the owners. (Please give full names and address.)
12. Whether the tendering firm is/are:-
- Manufacturer :
 - Manufacturer's authorized agents :
 - Holders in stock of the stores tendered for :
- N.B.** :If manufacturer's agents please enclose with tender the copy of manufacturer's authorization on properly stamped paper, duly attested by a Notary Public.
13. If store offered are manufactured in India, please state whether all raw materials components etc. used in their manufacture are also produced in India. If not give details of materials components etc, that are imported and their breakup of the indigenous and imported components together with their value and proportion it bears to the total value of the store.
14. State whether raw materials are held in stock sufficient for Manufacture of the stores. :
15. Please indicate the stock in hand at present time:-
- Held by you against this enquiry :
 - Held by M/s _____ over which you have secured on option.
16. Do you agree to sole Arbitration by an officer of Ministry of Law, appointed by the Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in clause 24 of the general conditions of contract form DGS&D-68 (Revised). (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.) :

Signature of the Tenderer

17. For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further :-
- i. Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has Signed the tender. :
 - ii. If the answer to (1) is in the negative, whether there is any general power of attorney executed by all the Partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration. :
 - iii. If the answer to either (1) or (2) is in the affirmative Furnish a copy of either the partnership agreement or the general power of attorney as the case may be. :

N.B:

1. Please attach to the tender a copy of either document on which reliance is placed for authority of partners of the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.
2. Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm

18. Here state specifically.
1. Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for store of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. It not state the reasons thereof. If any, also indicate the margin of difference. :
 2. In respect of indigenous store for which there is a Controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated. :

19. Are you:-
- i. Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial income Registration Certificate. :
 - ii. Exempted from the licensing provisions of the Act, for the manufacturer of store quoted against this tender. If so, please quote relevant orders and explain your position.
 - iii. Whether you possess the requisite license for manufacturer of the store and/or for the procurement of store belonging to any controlled category required for the manufacturer of store? In the absence of any reply it would be assumed that no license is required for the store and/or that you possess the required license.

Signature of the Tenderer

20. State whether business dealings with you have been banned by Min/Deptt. of Supply/Min. of Home Affairs? :

21. Please confirm that you have read all the instructions carefully and have complied with accordingly.:

Signature of Witness _____ (Full Name and address of witness in Block letters)	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 Tenderer

FORM-7

PROFORMA FOR STORE / ITEM AND QUALITY CONTROL

1. Tender No. & Date _____ for the supply of _____
2. Name and Address of the firm :
3. I) Telephone No. Fax/Office/Factory/Works:
II) Telegraphic address:
4. Location of manufacturing works/Factory. Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____ (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/ fabrication of the stores for which registration has been applied for.
5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.)
6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available).
7. Whether the process of manufacture in factory is carried out with the aid of power or without it.
8. Details and stocks or raw material held (state whether imported or indigenous) against each item.
9. Monthly production capacity of tender item with the existing plant and machinery:

a) Normal _____

b) Maximum _____
10. Details of arrangements for quality control of products such as laboratory etc.
11. (a) Details of Technical/supervisory staff in charge of production and quality control.
(b) Skilled labour employed.
(c) Unskilled labour employed.
(d) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application.

Place _____

Date _____

Signature and designation of the Tenderer

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

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)

Performance statement for last three years

1. Name of Firm :
2. Name of purchase organization;
3. Contract Nos. :
4. Description of store :
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):

Signature of the Tenderer

CONSIGNEE LIST.

Sl. No.	Name of Consignee	Allotted Quantity (in Nos.)
1.	Central Weapons Store-2, CRPF, PO-Vishnupuri, Talmaval, Distt- Pune, Maharashtra-410507Tel No. 02114-231536 (C/R), 231535 (O), 222512(R), 9422943706(M). E-mail- digcws2@crpf.gov.in	3700
Total Quantity		3700

Check list for tenderer

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

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

Signature of the tenderer

14	Tenderers should ensure that they have duly filled up store and Quality Control Proforma given in the Tender documents.	
15	Tenderers should mention that Business dealing with their firms has not been banned by any Govt/ private agencies.	
16	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.	
17	Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory.	
18	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.	
19	Tenderers should mention their address for communication with Telephone and Fax Number.	
20.	Do you agree to deposit Lab test charges of Tender Sample	
21.	Do you agree to deposit Tender Sample	

Signature of the tenderer

SPECIFICATION**Qualitative Requirement for Multi Mode Hand Grenade**

Defensive Mode	Salient Features
In defensive mode, the grenade is complete as it is assembled with its fragmenting sleeves. This mode is used while the soldier is in a shelter and the enemy is in the open. Lethal radius is achieved up to 10m from the point of burst.	Modular Design Multi Mode concept- Offensive Mode defensive Mode High splinter density Additional safety to soldier through arming delay easy to prime and un-prime Light weight.
Offensive Mode	Operational Characteristics
In Offensive mode, the grenade is without its fragmenting sleeve and is used for Low Intensity conflict as it offers stunning effect only. This mode is used while the soldier is in attacking mode, Lethal radius is achieved up to 5m from the point of burst.	Delay time 4± 0.5 seconds Operational temperatures -20°C to + 55°C Storage temperature range is -50°C to 70°C Uniform fragmentation pattern High Lethality High reliability (>95%) Safe for para dropping in primed condition Maintenance free

Technical Parameters	Mode of Operation	
	Defensive	Offensive
Weight	490 gm ±10 gm	250 gm ±10 gm
Length	139 mm	129 mm
Diameter	63 mm	46 mm
Maximum Range	30 Mtrs maximum	35 Mtrs maximum
Delay time (functioning)	3.5 to 4.5 s	3.5 to 4.5 s
Charge/mass	Comp.B/92±2 gm	Comp. B/92±2 gm
No. of fragments	Approx 3800 Nos	Nil
Lethal Radius	up to 10 mtrs	upto 5 mtrs
Arming Delay time (Safety)	more then 0.5 sec	more then 0.5 sec.

(Declaration Certificate to be furnished by the tenderer)

Sl No.	Requirement	(Firm should correctly fill following column.)	(Indicate page number of tender document where related information is shown/ available, so it can be verified. Columns should be highlighted.)
1	Whether Register with NSIC		
	Validity of registration		
2	Whether registered with MSME as MSE unit		
	Validity of registration if any		
3	Whether EMD for Rs. 3,93,000/- submitted having validity upto 225 days from the date of opening of tender.		
	Validity of EMD expiry on		
4	Whether specification Confirmed or not		
5	Quantity offered (full quantity 3700 Nos.)		
6	Manufacturer Capacity (Certificate issued by competent authority should be attached)		
7	Whether firm agrees to accept conditions of contract as contained in DGS&D-68 (Revised) amended upto 31/12/91 and those contained in Pamphlet No. DGS&D-229 read with Annexure attached (As asked in clause 8 of Questionnaire of TE)		
8	Terms of Delivery (Our requirement is free delivery at Consignees locations)		
9	Validity of offer (Our requirement is 180 days from the date of opening)		
10	Delivery period agreed or not (Our requirement is (04) four months from the date of issue of Supply order)		
11	Monthly rate of Supply		
12	Tolerance Clause accepted or not		
13	Past Performance (attached or not)		
14	Arbitration Clause (agreed or not)		
15	Warranty Clause (agreed or not)		
16	Liquidated damage clause (agreed or not)		
17	Manufacturer or authorized Agent		
18	Partnership agreement (attached or not)		
19	Name & Add of Bankers		

Signature of tenderer
with Date and Name of tenderer

20	Store and Quality control proforma (Form No. 7) duly filled or not		
21	Whether business dealing banned		
22	Whether witness have signed in list No. 1 and form-68-A or not		
23	Whether tender signed properly		
24	Advance sample clause (agreed or not)		
25	Whether SSI or LSU unit.		
26	Whether any Specific condition stipulated		

Signature of tenderer
with Date and Name of tenderer

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

Date:

To,

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

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

**MANUFACTURER WILL PROVIDE LIST OF MACHINERY INSTALLED IN THEIR FACTORY FOR
MANUFACTURING THIS ITEMS**

Sl. No.	Name of machinery

Instructions for Online Bid Submission

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, 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 thro' 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 thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, 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 BOQ/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.

- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like PDF_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-30-70-2232 & Mobile No. 7878007972/73 or send a mail over to – cppp-nic@nic.in.

Signature of the tenderer

COMPLIANCE STATEMENT FOR SPECIFICATION OF MULTI MODE HAND GRENADE (MMHG).

Tenderers are requested to give compliance of each specification whether equipment being offered by them is complying with specification of or otherwise.

Defensive Mode	Salient Features	Complied	Not complied.
In defensive mode, the grenade is complete as it is assembled with its fragmenting sleeves. This mode is used while the soldier is in a shelter and the enemy is in the open. Lethal radius is achieved up to 10m from the point of burst	Modular Design Multi Mode concept-Offensive Mode defensive Mode High splinter density Additional safety to soldier through arming delay Easy to prime and un-prime Light weight		

Offensive Mode	Operational Characteristics	Complied	Not complied.
In Offensive mode, the grenade is without its fragmenting sleeve and is used for Low Intensity conflict as it offers stunning effect only. This mode is used while the soldier is in attacking mode, Lethal radius is achieved up to 5m from the point of burst.	Delay time 4± 0.5 seconds Operational temperatures -20°C to +55°C Storage temperature range is -50°C to 70°C Uniform fragmentation pattern High lethality High reliability (>95%) Safe for para dropping in primed condition Maintenance free		

Sl. No	Nomenclature	Specification/Mode of Operation		Complied	Not complied.
		Defensive	Offensive		
1	Weight	490 gm ± 10 gm	250 gm ± 10 gm		
2	Length	139 mm	129 mm		
3	Diameter	63 mm	46 mm		
4	Maximum Range	30 Mtrs maximum	35 Mtrs maximum		
5	Delay time (functioning)	3.5 to 4.5s	3.5 to 4.5s		
6.	Charge/mass	Comp.B/92±2gm	Comp.B/92±2gm		
7.	No. of fragments	Approx 3800 Nos	Nil		
8.	Lethal Radius	Up to 10 mtrs	Upto 5 mtrs		
9.	Arming Delay time (Safety)	More than 0.5 sec	More than 0.5 sec		

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

(e-procurement website)

Price Bid format (BOQ Format) enclosed separately as Appendix-15

-X-X-X-X-

Application for Enlistment of Indian Agents of Foreign Principals
(Under compulsory enlistment scheme of Department of Expenditure, Ministry of Finance)

1	Name of the Indian Agent			
2	Address/telephone/fax/E-mail id of			
	Registered office			
	Head office			
	Website address if any			
3	Status of Indian agent			
	a)	Date of Incorporation		
	b)	Constitution of the firm i) Proprietorship/partnership (attach copy of partnership deed and Form-A of equivalent entry certificate from Registrar of Firms self certified) ii) Public Limited/Pvt. Limited (Attach Memorandum/Article of Association and copy of certificate of incorporation self certified)		
	c)	Names, addresses and telephone nos. of Proprietor /partners/ Directors having interest in the firm.		
	d)	If the firm is a subsidiary of an Indian/foreign company, give particulars of parent/holding company ?		
	e)	If there are other subsidiaries of the same parent company in India, give full particulars		
	f)	If the Directors/partners/Proprietor have financial interests or are represented on Board(s) of other companies give details		
	g)	Income tax circle/ward/District in which the applicant firm is assessed to Income-tax, give PAN and attach copy of PAN certificate.		
	h)	Sales Tax registration No(s)		
	i)	Import export code number issued by DGFT, attach a Copy of certificate.		
4	Name and address of foreign principals			
	Contact Telephone/fax No.			
	Website address			
	E-mail ID			
5	Stores for which enlistment is sought			
Sl. No.	Description of store	Specification with model	Limiting size/capacity	Country of Origin.

6	Particulars of agency agreement with foreign Principals			
	Date of agency agreement			
	Date of expiry			
	Percentage of Agency commission			
	Territorial jurisdiction			
	Whether foreign principals has agreed to provide technical support and spare parts for after sale service.			
	Whether Indian Agent has authority to commit and sign on behalf of the foreign principals.			
7	Whether the Indian Agent is prepared to quote and receive payment in Indian Rupees?			
8	Details of personnel employed technical/skilled /others			
9	State if the product (s) carries any international quality mark. If so attach a copy of valid license.			
10	If the products require after sales crevice, give names and addresses of places where such facilities are available and indicate staff employed.			
	Whether the applicant firm, Directors/partners was at any time prosecuted for any offence by any court for civil/economic offence? If yes give details.			
11	Name and designation of signatory of this application (enclose copy of power of Attorney where applicable)			
<p>I/we do hereby certify that the agency agreement with M/s(name of foreign principals) dated..... is current and that the applicant firm has no other agreement with the principals for payment of commission other than what is stated herein, either abroad, or in India in foreign currency of in Indian currency.</p> <p>I/we also certify that I/we am/are duly authorized to submit this application on behalf of and bind the firm.</p> <p>I/we also confirm that in the event of any change in agency agreement, termination of the agreement and/or change in the management of the applicant firm, the name will be duly intimated to the DGS&D within 15 days of such change.</p>				
Place:		Authorized signatory with seal		
Date				

CHECK LIST FOR FILLING THE APPLICATION

The applicants must also complete the checklist as given below to ensure that the application is complete in all respects. The applications with incomplete information / documents are liable to be rejected.

Sl.No.	Requirement	Tick if completed
1.	If the firm is seeking enlistment for more than one foreign principals, separate application to be furnished for each of the foreign principals.	
2.	All Annexure / Enclosures / documents, supporting the application to be authenticated under signatures of the applicant in ink with seal of the firm.	
3.	Documentary proof of the status of the firm:	
	For the public / private Limited companies.	
a)	Copy of Memorandum and Articles of Association self certified.	
b)	Copy of Certificate of incorporation self certified	
	Proprietary / partnership firms	
a)	Copy of partnership deed self certified	
b)	Certified copy of Entry Form-A or equivalent from the Registrar of firm, self certified.	
4	Copy of agency agreement with foreign principals covering details (a) date of arrangements (b) date of expiry (c) agency commission payable in Indian currency (d) territorial jurisdiction (e) items for which enlistment is sought (f) foreign principals agreement to provide technical support and spare parts for after sale service (g) authority to commit and sign on behalf of foreign principals.	
5	Copy of Import Export Code number issued by DGFT, self certified.	
6	Copy of PAN certificate, self certified.	
7	Copy of Sales Tax Registration Certificate, self certified.	
8	Affidavit as per Annexure 1 duly notarized.	
9	Performance statement as per Performa Annexure 2 of the application	
10	Bankers' Report in original giving details of financial status of the applicant firm as per Performa in Annexure 3	
11	Notarized copy of General Power of Attorney in case in favour of person signing the application is authorized signatory.	

--- X ---

AFFIDAVIT

(To be executed on non-judicial stamp paper of Rs. 10/- and attested by a Notary public or 1st class magistrate)

I / We..... son of the proprietor / partner (s) / Director(s) of M/s with their registered office at who are Indian Agents of foreign principals M/ssolemnly affirm and state on oath that :

1. The premises of the firm situated at are owned exclusively/rented by me/us* upto(indicate date).
2. That the applicant firm possesses adequate after sales service facilities which are available at(give address (es)).
3. That none of the proprietor/partners/Directors* of the firm was or is proprietor or partner or Directors of any firm with whom the Government has banned/suspended business dealings.
4. We undertake to report to the DGS&D immediately after we are informed but in any case not later than 15 days, if business dealings with any firm in which any of the proprietor / partners / Directors* of the firm is / are proprietor or partner or Director, are banned/suspended by the government in future either before the Enlistment certificate is issued or thereafter.
5. The information given above is true to the best of my/our knowledge.

Place :

Date :

Signature(s) of Deponent(s)
(Seal of the firm/Company)

Verification

I / We* above named deponent / deponents hereby verify that the contents of my/our* above deposition are true to the best of my/our* knowledge and nothing has been concealed there from.

Verified atthis theday of

Signature(s) of Deponent(s)
(Seal of the firm/Company)

Notes:

1. Strike out whichever is not applicable.
2. The applicants may submit the Affidavit separately or together as is convenient.

PERFORMANCE STATEMENT

(For last three years with Government / Semi government / Limited companies)

Sl.No.	Purchaser	PO No. and Date	Description of stores	Quantity supplied	Value

Authorized Signatory (ies)
with seal

PROFORMA FOR BANKER'S REPORT
(To be submitted on the Bankers letterhead)

Director (Registration),
Directorate General of Supplies and Disposals,
Jeevan Tara , 5 Sansad Marg,
New Delhi-11001

Sub: Bank report in respect of M/s(name of the firm with address) for the purpose of Enlistment of Indian agents of Foreign Principals (Under compulsory enlistment scheme of Department of expenditure, Ministry of Finance.

Sir,

This is to certify that M/s(name of the firm with address) are maintaining current /saving account No. with this bank branch for the lastyears. The firm has been provided with a credit limit of Rs.

This is further certified that their account with this bank has been operated in a satisfactory manner.

Yours faithfully

()
Chief manager
Bank /Branch with seal