

**INVITATION TO TENDER**

**Directorate General,**

**Central Reserve Police Force**

(Procurement Cell of Provisioning branch)

Block No.1, CGO Complex, Lodhi Road, New Delhi-110003

(Ministry of Home Affairs, Government of India)

(Tele No-011-24369586 /Fax No.011- 24360155)

**(e-mail : [proccell@crpf.gov.in](mailto:proccell@crpf.gov.in) & [proccell@crpf.gmail.com](mailto:proccell@crpf.gmail.com) )**

No. U.II.1268/2018-19-Proc-III

Dated, the 19<sup>th</sup> Sept.'2019.

To,

Dear Sir,

On behalf of the President of India, I invite you to tender **online & offline bids for the supply of stores** 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 31-12-1991 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, Allahbad, U.P.
- c) The Superintendent, Government Printing & Stationary, Mumbai.
- d) The Superintendent, Government Printing, Gulzargbag, 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> (CPPP). 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> (CPPP), failing which your tender will be liable to be ignored, and not considered.

6. This tender is not transferable.

Thanking you.

Yours faithfully

s/d-19/09/2019

**(RAJESH KUMAR)**

Commandant (Procurement)

For and on behalf of the President of India

**Schedule to Open Tender**  
**Directorate General,CRPF**

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

Schedule to Tender No.	: U.II.1268/2019-20-Proc-III
Time and date of receipt of <b>online/offline</b> tender	: <b>Up to 1130 Hours on 16 /10/2019.</b>
Date & time for opening of tender box	: <b>At 1130 hrs on 16 /10/2019</b>
Time and date for online/offline opening of tender	: <b>On or after 1130 hrs on 17/10/2019</b>
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 and lab test report before filling the Tender.

Tender No.	Description of Store	Quantity (in pairs)	Earnest Money Deposit (in INR)	Critical Dates
U.II.1268/2019-20-Proc-III	Anti Spike Insocks (Colour Black)	2000 pairs.	Rs.1,93,520/- [Rupees one lakh ninety three thousand five hundred twenty] only shall be valid for 225 days from the date of opening of tender.	a) Date & time of Pre-bid meeting: - <b>at 1130 hrs on 03/10/2019.</b> b) Date & time of receipt of offline and online tender:- <b>upto 1130 hrs on 16/10/2019.</b> c) Date & time for opening of tender box: - <b>At 1130 hrs on 16/10/2019.</b> d) Date & time of opening of online and offline tender:- <b>On or after 1130 hrs on 17/10/2019.</b>

**Specification/Testing and Qualification**

**Criteria during field trial.**

: As per Appendix-"A"

**Consignee's list**

: As per Appendix-"B"

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 & conditions of the tender are understood and accepted should be signed and submitted through eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPP).

All firms who are not specifically registered for tendered stores as per specification of Tender Enquiry either with NSIC or registered as Micro and Small Enterprise as defined in MSE Procurement policy issued by Department of MSME or as Startups as recognized by Department of Industrial Policy and Promotion (DIPP), are required to submit Earnest Money as mentioned above along with their

offer. Registration with any other organization will not exempt them from depositing Earnest Money. As per Government policy, PSUs are not exempted from depositing EMD.

1. Purchaser : The President of India.
2. Inspection Authority : DG,CRPF
3. Inspection Officer : B.O.O's to be detailed by DG,CRPF.
4. Stores required at : **Free delivery at consignee location** (Details of consignee as per **Appendix- "B"**). Tenderers are required to quote rates on free delivery at Consignee's location basis only. Tenders received on FOR Destination Station/Station of dispatch basis or different rates for different destinations shall be summarily rejected.
5. Delivery required by : **02 (Two) months** from the date of issue of AT/Supply order for entire quantity.
6. Dispatch Instructions : Anti Spike Insocks is required to be delivered at consignee's location at freight, risk and cost of the supplier.
7. Payment Terms (a) 90% payment will be released on production of Line Committee Report after successful delivery of store issued by the consignee.  
(b) Balance 10% will be released against:-
  - (i) 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 of store.
  - (ii) Regularization of the case, if supply is made beyond fixed Delivery Period.
8. Packing & Marking The stores should be properly marked and packed so as to avoid the hazards of transportation. [As per clause 12 of General condition of contract DGS&D-68 (revised)]
9. Rate quoted by the firms should be **on firm price basis**.
10. Firms should clearly quote basic rates, taxes and duties as per price bid provided in **"BOQ format" [Appendix-"K"]**.
11. Tenderers should disclose the name and full address (along with telephone/ Fax No.) of the place where the stores will be manufactured. In case the firm is registered with NSIC or as MSE as Startups as recognized by Department of Industrial Policy and Promotion (DIPP) 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. **TWO BID SYSTEM**

**The technical bid as stipulated below should come in both form i.e. online and offline.**

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

- a) **FIRST COVER** (Technical Bid) should contain the following:-
  1. **Documents to be submitted in original manually:-**
    - i. Earnest Money Deposit (if applicable)

- ii. Tender acceptance letter in original duly filled and signed
- iii. Registration certificate of **MSME as MSE** unit / NSIC or as Startups as recognized by Department of Industrial Policy and Promotion (**DIPP**),(if applicable).
- iv. Technical details/leaflets/brochure of stores as per specifications.
- v. Documents regarding enlistment of Indian Agent of foreign principal/OEM as per **Appendix-“H”**
- vi. Any other relevant documents which the firm wishes to submit.
- vii. Indian agent of foreign principal participating in the tender will submit long term agreement certificate with foreign manufacturer/principal. Such agreement should be a long term agreement and not merely for the present tender.

**2- Documents to be submitted online (in scanned Copies):-**

- i. Tender acceptance letter.
- ii. Earnest money deposit (If applicable).
- iii. Performance statement for last three years
- iv. Form-7, Form 68(A), List No.1, and Offer of store.
- v. Questionnaire, Compliance Statement.
- vi. Registration certificate of **MSME as MSE** unit / NSIC or as Startups as recognized by Department of Industrial Policy and Promotion (**DIPP**),(if applicable).
- vii Check list for tenderers
- viii. Details of manufacturers/firm

**b) SECOND COVER (Commercial/Price Bid) should be submitted online as per “BOQ format” [Appendix-“K”]**

- (i) The composite bid i.e. rate indicated in the technical bid “OPENLY” SHALL BE IGNORED Prices should be quoted **online only** as per price bid format in BOQ provided along with the tender document at eProcurement site <http://eprocure.gov.in/eprocure/app> only.
- (ii) Only the technical bid and original documents received shall be opened on the date of tender opening. Price bids of only those firms will be **considered for opening online** whose offer has passed in all tender condition and technical/physical (including field trial) evaluation.
- (iii) 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.
- (iv) Any change in Address/ Telephone/ Fax/ e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.

13. Tender Documents are available at CPPP e-Procurement site <https://eprocure.gov.in/eprocure/app> as well as on CRPF website at <http://crpf.nic.in> 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 Bank Guarantee/FDR for EMD should be drawn in favour of DIG (Prov) Dte. Genl., CRPF payable at SBI, CGO Complex, Lodhi Road, New Delhi (Code No.7837) and original should be submitted to the Procurement Cell before opening of the tender.

**14. Place of submission of tender documents:**

All the tender documents whose hard copies have been called for duly completed in all respect are to be submitted in the tender box (Provisioning) kept at **Reception-2, Directorate General, CRPF, Block No-1, CGO Complex, Lodhi Road, New Delhi-110003** before specified time and date mentioned in the Schedule to Tender. Late/ Delayed/ Non submission of originals would result in rejection of bid.

15. **SAMPLE FOR FIELD TRIAL CLAUSE:**

- a) Field trial/ physical demonstration of the Samples will be carried out as per QRs/testing qualification criteria (**Appendix- `A`**).
- b) 01 pair each of sample size-7, 8 and 9 (Total 3 pairs ) of **Anti Spike Insocks** are required to be deposited by the tenderer free of cost for trial evaluation at the time of field trial/physical technical evaluation. Place of depositing of Tender Sample for field trial will be intimated on due course. The tenderer must keep the sample for field trial ready within 15 days from the date of tender opening. The exact date of field trial/testing and qualification criteria of tender samples will be intimated. The cost and freight of sending the sample shall be borne by the tenderer. Tenderer who do not submit the sample and the testing fees if any, required for the testing of the samples by the time specified in the schedule, will run the risk of their tenders being ignored. **“The certificate from FDDI as per QRs/Testing and qualification criteria must not be older than the date of publishing of tender.”**
- c) Sample sent on “Freight to pay” basis will not be accepted and the Tenderer to submit samples on “No Cost No Commitment” basis.
- d) It shall be the sole responsibility of the Tenderer to make their own arrangement to submit the samples and to ensure that it reaches the concerned authority. The purchaser will not provide any Import License, Custom Duty exemption or assistance for tender sample except what is stated in the Tender Enquiry. No request in this regard will be acknowledged or entertained.
- e) Sample should have cards affixed on it duly signed and stamped by the firm indicating the following :
  - (i) Name and address of the firm.
  - (ii) Tender No. with date of opening.
  - (iii) Name of item with Model No.
- f) Sample will be utilized by the purchaser for carrying out Physical Evaluation on all the parameters of Specifications.
- g) Sample submitted by the tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from this office. In case sample are not collected within given time, the sample will be disposed off.
- h) The cost and freight of despatch of tender sample shall be borne by the tenderers.

16. **FIELD TRIAL/TECHNICAL EVALUATION :-**

- (a) The technically qualified bidders will be required to demonstrate the product offered by them before a B.O.O. (to be detailed by DG CRPF) for assessing the technical suitability and performance of the product as per Tender Enquiry Specifications. If their product is not found as per tender Enquiry Specifications, their offers shall be liable to be ignored. Price bids of only those firms whose technical bid as well as performance of their products so demonstrated are found acceptable as per TE will be opened.
- (b) One pair each of Size-7, 8 and 9 of Anti Spike Insocks should be produced for trial evaluation at the time of field trial/physical technical evaluation.
- (c) Sample to be submitted on no cost no commitment basis. The tentative target date for submission of tender sample will be **15 [fifteen days] after tender opening**. Exact date and time of field trial will be intimated at least 10 days in advance to the participating firms.

Hence bidder should keep their tender sample ready for depositing at a short notice. The tenderers who fail to submit the sample by the target date, their offer is liable to be rejected.

- (d) Tenderers who do not submit the sample and the testing fees, if any, required for the testing of the sample by the time specified in the schedule, will run the risk of their tender being ignored.
- (e) Tenderers quoting on behalf of their foreign manufactures are requested to make their own arrangement for submitting tender samples within prescribed date and time failing which their offer shall be ignored.
- (f) **Tenderer must ensure to furnish the required testing certificate from FDDI as per QRs/testing and qualification criteria and self certification before the BOOs during field trial.**

#### 17. MANUFACTURERS/INDIAN AGENTS QUALIFYING ELIGIBILITY CRITERIA

- a) Those firms should respond who are the manufacturer of the stores specified in Tender Enquiry.
- b) The Indian Agent of foreign manufacturers/principal are also allowed to bid in the tender subject to the following conditions:-
  - (i) The Indian Agents should submit application form duly filled in all respect along with all connected documents / certificates which were being submitted to DGS&D for enlistment along with the tender documents as per **Appendix-“H”**.
  - (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 should be a long term agreement 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.
  - (iii) The Indian Agent will provide details of the after sale service and post contractual support i.e. repair, maintenance and supply of spare parts etc.
  - (iv) The Indian Agent will also be required to submit the details of his commission or any other arrangements with foreign manufacturer/principal for providing tendered items.
  - (v) Indian manufacturer, SEZ firm, Indian agent of foreign manufacturer/ principal have to quote the rates in INR only
- c) Offer from firms whose business activities are limited to procuring items from manufactures, both Indian and foreign and supplying the same to purchaser without having after sales backup will not be entertained.
- d) The Indian Agent of Indian manufacturers/principal those are not registered with DGS&D as authorised Agent/distributor of the Indian manufacturers/principal are allowed to bid subject to accomplishment of following conditions specified in DGS&D Form No. 230:-
  - (a) 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 give an undertaking to the following effect :—
    - (i) 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.

- (ii) that he will accept the responsibility for the satisfactory execution of orders placed on the authorised agents/distributors.
  - (iii) that he will provide requisite inspection and testing facilities at his works in respect of orders placed on authorised agents/distributors.
  - (iv) the authorised agents/distributors price will not exceed that which the manufacturer would have quoted.
  - (v) the manufacturer will declare the quantum of commission or the margin of profit to which authorized agent/distributor is entitled.
  - (vi) Inspection challan authorised 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.
- (b) The authorised agents/distributors would also give an undertaking in such cases as follows:—
- (i) that he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations and
  - (ii) he will indicate besides the quoted price, the manufacturers price to him.

**18. PURCHASER'S DISCRETION:**

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

**19. LIQUIDATED DAMAGES: -**

In case the firm does not complete the supply within fixed delivery period , liquidated damages including administrative expenses and not by 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 claimed shall not exceed 10% of the total contract price. After the maximum limit of 10% of the contract value, purchaser reserve the right to either extend further or cancel the contract.

**20. PERFORMANCE SECURITY DEPOSIT :-**

- a) The successful firm shall have to deposit a Performance Security Deposit of **10% of the contract value within 30 days** from the date of issue of contract for the due performance of the contract as per provisions contained in Clause 7 of DGS&D-68 (Revised). 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.**
- c) If the supplier fails to deliver the stores in a promised period and places and 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 Performance Security Deposit has already been extended for 60 days beyond the Guarantee/Warranty period.

21. **INSPECTION CRITERIA**

The successful bidder will have to abide by the sampling and inspection criteria formulated by the purchaser.

22. **INSPECTION OF STORE**

**PRE-DESPATCH INSPECTION :-**

Pre-dispatch inspection will be carried out at the firm's factory premises by a Board of Officer(s) to be detailed by DG,CRPF to check the T.E. Specification/QRs. If the store is found not complying to the specification/QRs, it will have to be replaced by the firm within the delivery period at cost, risk and freight of the firm.

23. **GUARANTEE/WARRANTY :-**

- i) 02 years against manufacturing defects from the date of acceptance of stores: - Store supplied against specification shall be deemed to bear the warranty of supplier against defective design material, workmanship and performance for period of **02 (two) years** from the date of receipt of store at consignee end. And if during the specified period, the store supplied is found to be defective, the same shall be replaced immediately with serviceable store by the supplier at site free of any charges as may be decided by the purchasing officer, on recommendation of consignee/Quality Assurance Authority. Guarantee/Warranty of 02 years against manufacturing defects from the date of acceptance of store and will be comprehensive.

24. **PENALTY FOR USE OF UNDUE INFLUENCE:-**

- a) The Seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the 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.
- 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 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.
- c) A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.
- d) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf



of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

**25. 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.

**26. 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 AT/Supply order.

**27. OPTION/TOLERANCE CLAUSE :-**

- (i) Under normal circumstances the purchaser reserves the right for placing 25% extra on tolerance/option on the successful bidder.
- (ii) For operational exigencies:-
  - a) The purchaser also reserves the right to exercise the tolerance/option upto 100%.
  - b) The purchaser also reserves the right of exercising the provision of repeat order up to 100% of the initial tendered quantity.
  - 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.

- d) 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.

28. **ARBITRATION**

- (a) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- (b) In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act 1996.
- (c) Sole arbitration will be by Secretary, Ministry of Home Affairs and Govt. of India or by some other person appointed by him. As provided in clause 24 of General condition of Contract form DGS&D-68 [Revised] Ministry of Commerce Department of supply.

29. Firm will provide consumables free of cost for demonstration.

30. **TEST CERTIFICATE AND CERTIFICATE FROM FIRM :-**

- (a) Tenderer should provide required Certificate from FDDI and certificate from firm along with sample at the time of field trial.
- (b) The certificate as per QRs/Testing and qualification criteria must not be older than the date of publishing of tender.

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

- 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 15<sup>th</sup> June 2017 read with order dated 28/05/18 and 29/05/19 (Preference to Make in India) in the manner specified hereunder:-

- 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 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.

**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.**

32. **TESTING CERTIFICATES :**

- i) Tenderer must ensure to furnish the required certificates and as per QRs/Testing and qualification criteria before the BOOs during field trial.
- ii) Certificate/test certificate should not be older than the date of publication of tender enquiry.

33. **GOVT. REGULATIONS**

It shall also be confirmed that, there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Suppliers/Contractors shall provide a certificate/undertaking to this effect.

**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.

**s/d-19/09/2019**  
**(RAJESH KUMAR)**  
Commandant (Procurement)  
For and on behalf of the President of India

QRs/Specification/Testing and Qualification Criteria of the Anti Spike Insocks

**Annexure 1**  
**Specifications for Anti Spike Insocks**

Specifications	Requirements	Remarks
Dimensions & Area	<ul style="list-style-type: none"> <li>The Dimensions for Size 9 is as per Annexure 2.</li> <li>For sizes lower than Size 9, area and dimensions will reduce proportionately according to shoe size and shape.</li> <li>For sizes higher than Size 9, area and dimensions will increase proportionately according to shoe size and shape.</li> </ul>	Area and dimensions for other sizes to be provided by CRPF or the Shoe samples to be provided to derive the area and dimensions.
Weight per Shoe Sole	<ul style="list-style-type: none"> <li>Weight per Shoe sole for Size 9 should not be more than 112 grams.</li> <li>For sizes lower than Size 9, weight will reduce proportionately according to shoe size and shape.</li> <li>For sizes higher than Size 3, weight will increase proportionately according to shoe size and shape.</li> </ul>	Weight per shoe sole is critical parameter and should be met with no deviations.
Durability/ Life of product	<ul style="list-style-type: none"> <li>The Life of covering material for Spike resistant material should be for 1 year</li> <li>The Life of Spike resistant protection material should be for 3 year.</li> </ul>	Covering material will be subjected to wear and tear when in use.
Environment	<ul style="list-style-type: none"> <li>The Anti spike material should not loose it properties when in contact with water.</li> <li>The Anti Spike Shoe Insole should withstand temperatures upto 65°C</li> </ul>	Self Certification of firm
Special feature - Flexibility, comfort	<ul style="list-style-type: none"> <li>The insoles should be flexible and adaptable.</li> <li>No metallic materials or metal plates should be used in the Insoles</li> <li>When walking by the wearer, the insole should take the shape as per bend of the feet.</li> <li>The insoles should not restrict the movement or flexibility of walking/running during the operations.</li> <li>The shoe Insole should be Retrofittable inside the existing shoes worn by the soldier.</li> <li>Once the insole is inserted in the shoes, there should be no gap around the edges.</li> <li>The insole should give complete protection to the feet of the wearer.</li> </ul>	

*Qemu*  
24/2

Functional requirement	<p>The Insole when worn along with shoes should be able to resist the penetration of sharp thin nails/spikes of following specifications</p> <ul style="list-style-type: none"> <li>• Diameter of Nail/Spike: Ranging from 1 mm to 5mm.</li> <li>• Length of Nail/Spike :: Ranging from 200 mm to 250mm.</li> </ul>	
Testing and Qualification Criteria during field trial	<p><b>Level 1</b></p> <ul style="list-style-type: none"> <li>• The Shoe insole will be inserted inside the shoe and will be worn by the wearer.</li> <li>• The wearer will perform walking, running and jumping operations under different terrains to check the flexibility.</li> </ul> <p><b>Level 2</b></p> <ul style="list-style-type: none"> <li>• A single spike/metallic nail will be inserted perpendicular to the ground pointing upwards, the wearer of weight 80kg has to jump twice on the spike from a height 2 feet with bag of 10Kgs over back.</li> <li>• Penetration of spike through the insole is not allowed. The impact or trauma of spike should not injure the wearer.</li> <li>• The insole should provide protection against penetration all around the edges upto 5mm from the edges.</li> </ul>	The vendor / supplier should demonstrate and qualify all the levels of testing mentioned
Testing Certificate during tender Sample	<p><b>Certificate from FDDI</b></p> <p>(i) The material used as Insoles is comfortable to wear..</p> <p>(ii) The material has not protruded at a force of 2098 N. Test will be based on IS 15298 (Part-1):2015</p>	

*Chalwa*  
28/7



LIST OF CONSIGNEE

No. U.II.1268/2018-19-Proc-III

Dated, the 19<sup>th</sup> September 2019.

Sl.No.	Consignees and destination	Name of store and size wise Quantity																					
1.	DIGP, Group Centre, CRPF, Govind Apartment, Jeevan Vihar Colony, Telibandha, Raipur (Chhattisgarh) Pin-492006 (India).	<b>Store :-</b> <b>Anti Spike Insocks (Black)</b> <table border="1"> <thead> <tr> <th>Size</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> <th>10</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Percentage of Size</td> <td>10%</td> <td>20 %</td> <td>30%</td> <td>30%</td> <td>10 %</td> <td>100 %</td> </tr> <tr> <td></td> <td>200</td> <td>400</td> <td>600</td> <td>600</td> <td>200</td> <td>2000</td> </tr> </tbody> </table> <b>Qty.:- 2000 Pairs</b>	Size	6	7	8	9	10	Total	Percentage of Size	10%	20 %	30%	30%	10 %	100 %		200	400	600	600	200	2000
Size	6	7	8	9	10	Total																	
Percentage of Size	10%	20 %	30%	30%	10 %	100 %																	
	200	400	600	600	200	2000																	
	<b>Total</b>	<b>2000 Pairs.</b>																					

s/d-19/09/2019

(RAJESH KUMAR)

Commandant (Procurement)

For and on behalf of the President of India



**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**  
(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN DUPLICATE)

1. Tender No. & Date \_\_\_\_\_ for the supply of \_\_\_\_\_.
  
2. Details of firm
  - (a) Name :
    - (i) Office :
    - (ii) Address :
    - (iii) Telephone :
    - (iv) Fax :
    - (v) e-mail :
  - (b) Works :
    - (i) Address :
    - (ii) Telephone :
    - (iii) Fax :
    - (iv) e-mail :
  
3. 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.
  
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 stress 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 if the firm whose factory is being utilized) has been put a your disposal for the manufacture/fabrication of the stores for which registration has been applied for.
  
5. Details of plant and machinery erected and functioning in each department (Monograms and descriptive Pamphlets should be supplied, if available).
  
6. Whether the process of manufacture in factory is carried out with the aid of power or without it.
  
7. Details and stocks of raw material held (state whether imported or indigenous) against each item.
  
8. Production capacity of each item with the existing plant & machinery:
  - (a) Normal (Per month) \_\_\_\_\_
  - (b) Maximum (Per month) \_\_\_\_\_

9. Details of arrangements for quality control of products such as laboratory etc.
10. (a) Details of Technical/Supervisory staff In-charge of production & Quality control.  
 (b) Skilled labour employed.  
 (c) Unskilled labour Employed.  
 (d) Maximum no. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

(SIGNATURE OF TENDERER)

Date .....

Complete address.....

.....  
 Name of tenderer (*with rubber stamp*)

Designation.....

Company/ Firm.....

N.B. : Details under column 5 to 10 inclusive need to be restricted to the extent they pertain to the item(s) under reference.

**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

Contractor's telegraphic Address

\_\_\_\_\_  
Communication to this Office

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

From.

\_\_\_\_\_

Dear Sir,

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

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

**Signature of the Tenderer.**

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

Here paste coupon in  
case where coupons  
are supplied to  
contractors on payment

Yours faithfully,

(Signature of the Tenderer)

Address \_\_\_\_\_

Dated \_\_\_\_\_

(Signature of the Witness)

Name & Address \_\_\_\_\_

Dated \_\_\_\_\_

LIST NO. 1

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

1.	Tender No.	
2.	Whether the stores offered fully conform to the technical particulars and specification drawings, specified by the purchaser in the schedule to If not, mention here details of deviations tender.	
3.	Brand of store offered.	
4.	Name and address of manufacturer.	
5.	Station of manufacture	
6.	Please confirm that you have offered packing as per tender enquiry requirements If not indicate deviations.	
7.	Gross weight of consignment (Net weight of each item)	
8.	What is your permanent Income Tax A/C No. ?	
9.	Status:-	
	a) Indicate whether you are LSU, SSI or Startup	
	b) Are you registered with <b>MSME as MSE</b> unit or NSIC for the item quoted? If so, indicate whether there is any monetary limit on registration.	
	c) If you are a small scale unit registered with NSIC unit for quoted store or Startup as recognized by Department of Industrial Policy and promotion (DIPP) under Signal point Registration scheme, whether there is any monetary limit.	
	d) In case you are registered with NSIC unit for quoted store or Startup as recognized by Department of Industrial Policy and promotion (DIPP) 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	
10.	a) If you are not registered either with NSIC or with <b>MSME as MSE</b> unit, please state whether you are registered with Directorate of Industries of State Government concerned.	
	b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.	
11.	Please indicate name & full address of your banker in the following format:	
	a] Bank Name, Branch and Bank Account No.	

	(Core bank account	
	b) IFSC Code	
	c) Whether bank branch is NEFT/RTGS enables or not	
	d) TIN No.	
	e) Copy of firm's GST registration certificate	
	f) Copy of PAN card of firm's owner	
12.	Business name and constitution of the firm Is the firm registered under: -	
	i] The Indian Companies Act 1956	
	ii] The Indian Partnership Act 1932 (Please also give name of partners	
	iii] Any Act; if not, who are the owners. (Please give full names and address.	
13.	Whether the tendering firm is/are :	
	i] Manufacturer	
	ii] Manufacturer's authorized agents N.B.: If manufacturer's agent please enclose with tender the copy of manufacturer's authorization on properly stamp paper, duly attested by Notary Public.	
14.	If stores 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.	
15.	State whether raw materials are held in stock sufficient for the manufacture of the stores.	
16.	Please indicate the stock in hand at present time:- 1. Held by you against this enquiry. 2. Held by M/s. _____ over which you have secured an option.	
17.	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.)	
18.	For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should	

	the answer to this question by a partnership firm be in the affirmative, please state further :-	
	1. Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed properly.	
	2. If the answer to (1) is in the negative, whether there is any general power of attorney executed by all the Partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration?	
	3. If the answer to either (1) or (2) is in the affirmative Furnish a copy of either the partnership agreement or the general power of attorney as the case may be	
<u>N.B.</u>	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	
19.	Here state specifically	
	1] Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. It not state the reasons thereof. If any, also indicate the margin of difference	
	2] In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated.	
20.	Are you:-	
	1] 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.	
	2] Exempted from the licensing provisions of the Act, for the manufacture of item quoted against this	

	tender. If so, please quote relevant orders and explain your position	
	3] Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.	
21.	State whether business dealings with you have been banned by Min/Deptt. of Supply/Min. of Home Affairs?	
22.	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 witness  
*(in Block letters)*  
Whether signing as  
Proprietor/Partner/Constituted  
Attorney/duly authorized by the Company

## QUESTIONNAIRE

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

1. Name and address of Contractor \_\_\_\_\_
2. a) Whether registered with **MSME as MSE** unit.  YES  NO
- b) If yes, Monetary limit (Enclose Photocopy of Regn. Certificate)
- c) Validity Date
3. a) Whether registered with NSIC for subject store.  YES  NO
- b) If yes, Monetary limit (Enclose Photocopy of Regn. Certificate)
- c) Validity Date
- d) Whether recognized as Startup by Department of Industrial Policy and Promotion (DIPP).  YES  NO
4. Whether you agree to the Field trial Clause  YES  NO
5. Whether past supplier of subject store to DGS&D of Min. of Home Affairs during the last 3 years. [If yes, submit performance report in enclosed proforma]  YES  NO
6. Terms of delivery: **Free delivery at consignee's locations.**  YES  NO
7. Quantity offered \_\_\_\_\_
8. a) Delivery period in months from Approval of Advance Sample \_\_\_\_\_
- b) Make and Model quoted \_\_\_\_\_

**Signature of the Tenderer**



- |     |  |                          |                          |
|-----|--|--------------------------|--------------------------|
| 9.  | a) Whether store fully confirms to tender Schedule specification in all respects.  | <input type="checkbox"/> | <input type="checkbox"/> |
|     | b) If answer to 9[a] is No, indicate the details of deviation in separate sheet  | YES                      | NO                       |
| 10. | Acceptance to conditions of contract as contained in DGS&D-68 [Revised] amended upto 31/12/91 and those contained in Pamphlet No. DGS&D-229 read with Annexure attached. | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 11. | Have you enclosed required EMD   | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 12. | Do you accept option/tolerance clause  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 13. | Do you accept Liquidated Damage clause.  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 14. | Have Form No. 68 A and List No.1 of TE signed by witness?  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 15. | Do you accept the Guarantee/Warrantee Clause?  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 16. | Do you accept the Arbitration clause of the Tender Enquiry?  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 17. | Do you accept the field trial clause?  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 18. | Have you enclosed technical brochure?  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 19. | Do you accept Test certificate from FDDI and Self certification from firm as per QRs/Testing and qualifying criteria clause?   | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 20. | Whether your firm has ever been Blacklisted/Banned?  | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |
| 21. | Have you enclosed all documents as per <b>Appendix-"H"</b>   | <input type="checkbox"/> | <input type="checkbox"/> |
|     |  | YES                      | NO                       |

22. Do you accept the special Instructions?

YES

NO

Signature of the Tenderer \_\_\_\_\_

Name in Block Letters \_\_\_\_\_

Capacity in which Tender signed \_\_\_\_\_

Full Address. \_\_\_\_\_

**APPENDIX-“D”**

Sl. No.	Requirement	(Firm should correctly fill following column)	Indicate page No. of tender documents where related information is shown/available, so it can be verified. Columns should be highlighted.
1.	Whether Regd. With NSIC		
	Monetary limit/ATO NSIC		
	Validity of registration		
2.	Whether Regd. With <b>MSME as MSE</b> unit		
	Monetary Limit/ATO <b>MSME as MSE</b> unit		
	Validity of registration		
3.	Whether recognized as Startup by Department of Industrial Policy and Promotion (DIPP)		
4.	Whether EMD enclosed (Reqd. For <b>Rs.1,93,520/-</b> should be valid upto 225 days from the date of opening of tender.)		
5.	Whether specification confirmed or not		
6.	Quantity offered :		
7.	Production capacity (Certificate issued by competent authority should be attached)		
8.	Whether firm agrees to accept conditions of contract as contained in DGS&D-68 (Revised) amended upto 31/12/1991 and those contained in Pamphlet No. DGS&D-29 read with Annexure attached (As asked in clause 10 of Questionnaire of TE)		
9.	Terms of Delivery (Our requirement is free delivery at consignees locations)		
10.	Validity of offer (Our requirement is <b>180 days</b> from the date of opening)		
11.	Delivery period [Within <b>02 (two) months</b> from approval of Advance Sample		
12.	Monthly rate of supply		
13.	Tolerance clause accepted or not		
14.	Past performance (Attached or not)		
15.	Field trial clause (agreed or not)		
16.	Sample for field trial clause (agreed or not)		
17.	Arbitration clause (agreed or not)		
18.	Guarantee/Warrantee clause (agreed or not)		

19.	Liquidated damage clause (agreed or not)		
20.	Test certificate from FDDI (agreed or not)		
21.	Manufacturer or authorized agent		
22.	Partnership agreement (attached or not)		
23.	Name and address of Bankers.		
24.	Equipment and quality control proforma (Form No. 7) duly filled or not.		
25.	Whether business dealing banned		
26.	Whether witness have signed in list No. 1 and form-68-A or not.		
27.	Whether tender signed properly duly rubber stamp?		
28.	Copy of TIN,PAN card and GST registration certificates (attached or not)		
29.	Banker details (attached or not)		
30.	Advance sample clause accepted or not		
31.	Whether any specific condition stipulated.		
32.	Application for enlistment of Indian Agents of Foreign Principals- <b>Appendix-“H”</b> (attached or not)		

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

**CHECK LIST FOR TENDERER****(Tenderers should check following requirements for compliance before submission of the tender documents)**

Sl.No.	Requirements to be checked by the tenderer before submission of the tender.	Compliance [To be indicated by the tenderer with “YES” after compliance of the Requirements]
1.	Tenderers should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letter head of the technical bid.	
2.	Tenderers should ensure deposit of required Earnest Money Deposit if the tenderer are not registered as micro and Small Enterprise as defined in MSE procurement policy issued by department of <b>MSME</b> or registered with NSIC for the store(s) quoted for the governing specification as per Tender Enquiry or as Startups as recognized by Department of Industrial Policy and Promotion (DIPP)	
3.	Tenderers should ensure that their registration as Micro and Small Enterprise as defined in MSE procurement policy issued by Department of MSME and NSIC or as Startups as recognized by Department of Industrial Policy and Promotion (DIPP) is valid if they are registered as Micro and Small Enterprise as defined in MSE procurement policy issued by Department of MSME/NSIC or as Startups as recognized by Department of Industrial policy and promotion (DIPP) and not depositing Earnest Money. They should enclose the latest registration certificate.	
4.	Tenderers should confirm that their products conform to the governing specifications of the quoted stores as per Tender Enquiry.	
5.	Tenderers should mention their monthly manufacturing/ supplying capacity.	
6.	Tenderers should mention in the Tender Enquiry that they accept our delivery terms i.e. they agree to supply stores at consignees' locations at freight, risk and cost of the tenderer.	
7.	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender.	
8.	Tenderers should mention their Delivery Period clearly.	
9.	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry.	
10.	Tenderers should 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(s) quoted. In case of agent of foreign Principals, they 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 per <b>Appendix-“H”</b> .	
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.	
14.	Tenderers should ensure that they have duly filled up Equipment 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 be submitted the OEM data sheet/certificate as per QRs/TDs clause.	
20.	Tenderers should mention their address for communication with Telephone and Fax Number.	
21.	Tenderers should confirm that special instructions as per <b>Appendix-“G”</b> is attached.	
22.	Tenderers should confirm that certificate as asked at <b>clause-34</b> of Schedule TE for Government regulations is attached.	

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

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

Date:

To,

\_\_\_\_\_

\_\_\_\_\_

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

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

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

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

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

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

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

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

Yours Faithfully,

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

## CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.

1. All firms who are not registered with NSIC for subject store or as Micro and Small Enterprise as defined in MSE procurement policy issued by Department of MSME or as Startups as recognized by Department of Industrial Policy and promotion (DIPP) are required to deposit EARNEST MONEY of Rs. 1,93,520/- (One lakh ninety three thousand five hundred twenty)only or equivalent to the amount as mentioned in the tender schedule.
2. For claiming exemption from depositing earnest money, tenderer should be registered for subject store with NSIC or as Micro and Small Enterprise as defined in MSE procurement policy issued by Department of MSME or as Startups as recognized by Department of Industrial Policy and promotion (DIPP). Firms not registered for stores indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money.
3. 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**, New Delhi.
  - (b) An irrevocable Bank Guarantee of any **nationalized/Scheduled Bank**.
4. 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 purchase
5. No interest shall be payable by the purchaser on the EM deposited by the tenderer.
6. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogate from the tender in any respect within the period of validity of his tender
7. The earnest money of the successful tenderer shall be returned after the security Deposit as required in terms of the contract is furnished by the tenderer
8. If the successful tenderer fails to furnish the security deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.
9. Money of all the unsuccessful tenderers shall be returned by the purchaser as early as possible after the expiry of bids validity, but not later than 30 days after Placement of contract. Tenderers are advised to send a pre receipt challan alongwith their bids so that refund of Earnest Money can be made in time
10. Any tender, where the tenderers is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected

s/d-19/09/2019

**(RAJESH KUMAR)**

Commandant (Procurement)

For and on behalf of the President of India



## ANNEXURE – I

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 1(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, Director General., Spl. DG, IG (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 stores on behalf of the President of India.

1.3 Under Clause 2 (c) page 5 of DGS&D conditions of contract, the word “Director General of Supplies and Disposals or heads of his concerned regional offices” may be replaced by **IG (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. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderers.

**FORM NO. DGS&D-230**

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

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

**PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY**  
**(ON BANKS 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 tenders OR
3. The Tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the general conditions of the contracts.

The guarantee shall be irrevocable and shall remain valid up to  
\_\_\_\_\_ “ 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. \_\_\_\_\_

Signature. \_\_\_\_\_

Place \_\_\_\_\_

Printed Name. \_\_\_\_\_

Witness \_\_\_\_\_

(Designation) \_\_\_\_\_

(Banker's Common Seal)

**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

Sl. No.	Name of Firm	Name of purchase organization	Contract Nos.	Description of Stores	Quantity on order	Value	Original D.P	Qty. supplied within original D.P	Final Ext. D.P	Last supply position	Reasons for Delay in supplies [If any]

Note : i) The decision on assessment of past performance of DG CRPF will be final.  
 ii) Copy of supply orders be attached.

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

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

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

18.	The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
19.	The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
20.	The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
21.	The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22.	If the price bid format is provided in a spread sheet file like BOQ _xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
23.	The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
24.	After the bid submission (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: 1800-30702232; 7878007972/73 or send a mail over to – <a href="mailto:cppp-nic@nic.in">cppp-nic@nic.in</a> .

--- X ---

**COMPLIANCE STATEMENT FOR SPECIFICATION OF ANTI SPIKE SOCKS-2,000 PAIRS**

1. Name of Item: **Anti Spike Socks-2,000 Pairs**
2. Brand of Item/Country of origin: \_\_\_\_\_
3. Make & Model: \_\_\_\_\_

Tenderer are requested to give Compliance of each Specification whether store being offered by them is complying with Specification or otherwise.

QRs compliance for **Anti Spike Socks**

Sl. No	Parameter & Specification	Complied	Not Complied	Page No at which this Tech. Literature attached
1.	<p><b><u>Dimensions &amp; Area- :</u></b></p> <ul style="list-style-type: none"> <li>• The Dimensions for Size 9 is as per Annexure2.</li> <li>• For sizes lower than Size 9, area and dimensions will reduce proportionately according to shoe size and shape.</li> <li>• For sizes higher than Size 9, area and dimensions will increase proportionately according to shoe size and shape.</li> </ul>			
2.	<p><b><u>Weight per Shoe Sole- :</u></b></p> <ul style="list-style-type: none"> <li>• Weight per Shoe sole for Size 9 should not be more than 112 grams.</li> <li>• For sizes lower than Size 9, weight will reduce proportionately according to shoe size and shape.</li> <li>• For sizes higher than Size 3, weight will increase proportionately according to shoe size and shape.</li> </ul>			
3.	<p><b><u>Durability/Life of product- :</u></b></p> <ul style="list-style-type: none"> <li>• The Life of covering material for Spike resistant material should be for 1 year</li> <li>• The Life of Spike resistant protection material should be for 3 year.</li> </ul>			
4.	<p><b><u>Environment- :</u></b></p> <ul style="list-style-type: none"> <li>• The Anti spike material should not loose in properties when in contract with water.</li> <li>• The Anti Spike Shoe Insole should withstand temperatures upto 65°C <b>(Self certification to be given by firm)</b></li> </ul>			
5.	<p><b><u>Special feature Flexibility, comfort- :</u></b></p> <ul style="list-style-type: none"> <li>• The insoles should be flexible and adaptable.</li> <li>• No metallic materials or metal plates should be used in the Insoles.</li> </ul>			

	<ul style="list-style-type: none"> <li>• When walking by the wearer, the insole should take the shape as per bend of the feet.</li> <li>• The insoles should not restrict the movement or flexibility of walking/running during the operations.</li> <li>• The shoe Insole should be Retrofittable inside the existing shoes worn by the soldier.</li> <li>• Once the insole is inserted in the shoes, there should be no gap around the edges.</li> <li>• The insole should give complete protection to the feet of the wearer.</li> </ul>			
6.	<p><b>Functional requirement - :</b></p> <p>The Insole when worn along with shoes should be able to resist the penetration of sharp thin nails/spikes of following specifications</p> <ul style="list-style-type: none"> <li>• Diameter of Nail/Spike: Ranging from 1 mm to 5 mm.</li> <li>• Length of Nail/Spike:: Ranging from 200 mm to 250 mm.</li> </ul>			
7.	<p><b>Testing Certificate from FDDI (to be furnished during field trial)-:</b></p> <p>(i) The material used as Insocks is comfortable to wear.</p> <p>(ii) The material has not protruded at a force of 2098 N. Test will be based on IS 15298 (Part-1):2015</p>			

(SIGNATURE OF TENDERER)

Date .....

Complete address.....

.....

Name of tenderer (*with rubber stamp*)

Designation\_\_\_\_\_

Company/ Firm\_\_\_\_\_



**SPECIAL INSTRUCTIONS**

1.	Stores	<b>Anti Spike Insocks (Black)</b>
2.	Time and date of receipt of offline/online tender	Up to 1130 hrs. on 16/10/2019
3.	Time and date for opening of tender box	At 1130 hrs. on 16/10/2019
4.	Time and date for online opening of tender	On or after 1130 hrs. on 17/10/2019
5.	Quantity & Color	2000 Pairs (Color – Black)
6.	EMD	<b>Rs.1,93,520/- [Rupees one lakh ninety three thousand five hundred twenty]only</b> shall be valid for 225 days from the date of opening of tender.
7.	Validity of offer	06 [Six] months from the date of opening of tender.
8.	Price	Price/rate quoted by the firms should be on firm price basis.
9.	Minimum quantity to be offered	Full quantity i.e. <b>2000 pairs</b>
10.	Terms of Delivery	Free delivery at consignee location i.e. DIGP, Group Centre, CRPF, Govind Apartment, Jeevan Vihar Colony, Telibandha, Raipur (Chhattisgarh) Pin-492006 (India).
11.	Consignee Location	O/O The DIGP, DIGP, Group Centre, CRPF, Govind Apartment, Jeevan Vihar Colony, Telibandha, Raipur (Chhattisgarh) Pin-492006 (India).
12.	Delivery period	Within a period of 02 [Two] months from the date of issue of AT/Supply order for entire quantity.
13.	Performance Security	10% of the contract value.
14.	Inspection of Store	<b>Pre-Dispatch Inspection:</b> At the firm's factory premises.
15.	Guarantee / Warranty	<p>a) Guarantee/Warrantee of 02 years against manufacturing defects from the date of acceptance of store and will be comprehensive i.e. inclusive of spare parts and free annual maintenance once in six months during warranty period.</p> <p>b) Any complaint regarding functioning of equipment has to be attended within 03 days &amp; corrected within one week. Penalty for repair/replacement beyond 02 weeks will @ 0.5 % the cost of equipment per week or part thereof. Maximum time for repair/replacement will be 02 weeks.</p>
16.	Packing & Marking	The packing and preservation of the supplied goods shall be roadworthy so that it may provide their safety during transit period.
17.	Certificate/ Lab Report	Submit test certificates from FDDI as per QRs/TDs. Certificate <u>must not be older than the date of publishing of tender.</u>
18.	01 pair each of sample size-7, 8 and 9 (Total 03 pairs) will be provided by firm with arrangement for physical demonstration during field trial.	

(SIGNATURE OF TENDERER)

Date .....

Complete address.....

Name of tenderer (with rubber stamp)

Designation \_\_\_\_\_

Company/ Firm \_\_\_\_\_

**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) carry 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 were 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) dt..... 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&amp;D within 15 days of such change.</p>				
Place:				
Date		Authorized signatory with seal		

### 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 proforma 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 1<sup>st</sup> 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/s .....solemnly 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 at .....this the .....day 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 last .....years. 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

**GUARANTEE/WARRANTY**

Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **02 (two years)**, from the date of delivery of the said goods/stores/articles to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of **02 (two years)** the said stores/goods/articles be discovered not to conform to the description and quite aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within 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/stores/ articles rectified from the date of rectification thereof otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty herein contained.

(SIGNATURE OF TENDERER)

**Date** .....

**Complete address**.....

**Name of tenderer (with rubber stamp)**

**Designation**\_\_\_\_\_

**Company/ Firm**\_\_\_\_\_



**BANK GUARANTEE FORMAT FOR FURNISHING  
EARNEST MONEY DEPOSIT (EMD)**

Whereas..... (hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of.....(hereinafter called the “tender”) against the purchaser’s tender enquiry No.....KNOW ALL MEN by these presents that WE..... of.....having our registered office at .....are bound unto..... (hereinafter called the “Purchaser) in the sum of .....for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of.....2017.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/ execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **45 days** after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

When communication is received from or on behalf of DG CRPF to invoke this Bank Guarantee, the amount will be remitted to in favour of **DIG (Prov,) Dte. Genl., CRPF payable at SBI, CGO Complex, New Delhi (Code No.7837)**

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

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



Tender Inviting Authority: Directorate General,CRPF

Name of Work: Anti Spike Insocks

Contract No: U.II-1268/2019-20-Proc-III

Name of the Bidder/ Bidding												
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )												
NUMBE	TEXT #	TEXT #	NUMBER	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST on basic rate in %	GST on basic price in Rs. P	Any Other Taxes in Rs. P	Any Other Duties/L evies in Rs. P	TOTAL AMOUNT Without Taxes Rs. P	TOTAL AMOUNT With Taxes Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	9	10	11	12	13	14	15
1	Anti Spike Insocks	item1	2000.00	Nos			0.00			0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR Zero Only
Quoted Rate in Words										INR Zero Only		