

**Directorate General, CRPF**  
**Provisioning Dte. (Procurement Cell)**  
**Block No-1, CGO Complex, Lodhi Road, New Delhi - 110003**  
**(MHA/GoI)**  
**(Tele No-011-24369586, Fax No.011-24360155)**

**GLOBAL TENDER ENQUIRY**

No. U-II-1270/2019-20-Proc-IV

Dated, the 17 October, 2019

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

Sl. (1)	Description of Articles (2)	Quantity (3)	EMD (4)
1.	<b><u>40 mm Under Barrel Grenade Launchers (UBGL)</u></b> capable to mount on 7.62 x 39 mm A.K. Series Rifles with Accessories, Gauges Spare Parts for UBGL as per Manufacturer Recommended List of Spares.	<b>1,970 Nos.</b>	<b>Rs.50,00,000/- (Rupees Fifty Lakh) only</b>
2.	<b><u>Matching ammunition/grenades-Round 40x46 mm HE</u></b>	<b>1,37,603 Nos.</b>	<b>Rs. 1,28,62,000/- (Rupees One Crore Twenty Lakh Sixty Two Thousand) only</b>

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

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

(I) **SCHEDULES**

- |       |                        |   |   |
|-------|------------------------|---|---|
| (i)   | Schedule-I             | = | General Condition of tender.            |
| (ii)  | Schedule-II            | = | Special instructions.                   |
| (iii) | Schedule-III           | = | Instructions for online bid submission. |
| (iv)  | Schedule-IV            | = | List of stores.                         |
| (v)   | Schedule-V             | = | List of consignee.                      |
| (vi)  | Schedule-VI & VI (A)   | = | QRs/Trial Directive of UBGL             |
| (vii) | Schedule-VII & VII (A) | = | QRs/Trial Directive of Round 40mm HE.   |

(II) **APPENDICES (to be filled & submitted by tenderer)**

- |       |                     |   |  |
|-------|---------------------|---|--|
| (i)   | Appendix-1 (Online) | = | Offer of stores                        |
| (ii)  | Appendix-2 (Online) | = | Details of Manufacturer/firm           |
| (iii) | Appendix-3 (Online) | = | Questionnaire about manufacturer       |
| (iv)  | Appendix-4(Online)  | = | Performance statement for last 3 years |

(v) Appendix-5 (Online)	=	Proforma for equipment and quality control (Form No. - 7)
(vi) Appendix-6 (Online & Offline)	=	Bank Guarantee Proforma for EMD.
(vii) Appendix-7 (Online)	=	Guarantee / Warranty clause.
(viii) Appendix-8/8A(Online) =		Proforma for Commercial bid (Prices should be quoted as per price bid format provided along with the tender document at eProcurement site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> only).
(ix) Appendix-9(Online)	=	Tender sample clause.
(x) Appendix-10 (Online& Offline)	=	Tender acceptance letter.
(xi) Appendix-11(Online)	=	Compliance statement of QRs of UBGL.
(xii) Appendix-12(Online)	=	Compliance statement of QRs of matching grenades Round40mm HE.
(xiii) Appendix-13 & 13(A) (Online &Offline)	=	Pre Contract Integrity Pact (PCIP).
(xiv) Appendix-14(online)	=	Check list for tenderers.
(xv) Appendix-15 (online)	=	Application for Enlistment of Indian Agents of Foreign Principals

Encl.: Aforesaid schedules & appendixes.

Yours faithfully,

**Sd/-(17/10/2019)**  
**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**

Copy to: -

1. **Indenter:** DIGP (Ord.) Dte. Genl, CRPF w.r.t. his ION No. A.VII.1/2019-20-Prov-Ord-IV (1970 UBGL and 88062 Rds) dated 09/09/2019 and 30/09/2019 along with copy of tender enquiry. Any error in tender enquiry may please be communicated to this branch within a week.

**Sd/-(17/10/2019)**  
**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**

**GENERAL CONDITION OF TENDER**

1. All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. **It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through eProcurement site <https://eprocure.gov.in/eprocure/app>.**

2. The conditions of contract, which will govern any contract made, are contained in the:

- (i) Pamphlet No. DGS&D-39 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" as amended up to date.
- (ii) Pamphlet No.DGS&D-229 and DGS & D manual.
- (iii) Any special conditions attached to this invitation to tender will also form part of the conditions.
- (iv) DGS&D -68 (Revised).

3. **Amendments:-**The following amendments may be carried out in the Pamphlet entitled "Conditions of Contract Governing the contracts placed by Central Purchase Organization of Government of India" 1991 edition bearing Symbol DGS&D-39 and No. DGS & D-68 (Revised).

3.1 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 of India.

3.2. The definition of Secretary Clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under: -

**"Secretary"** means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General (Prov), DIG (Prov.), Commandant (Proc), Procurement Cell of this Dte. and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

3.3. Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by **Director General (CRPF), Ministry of Home Affairs.**

3.4. Clause 24 i.e. Arbitration: - In the existing entries/clause 24 of DGS&D- 68 (Revised) substitute DG, CRPF for DG, DGS&D.

3.5. Similarly, the reference to DGS&D wherever appearing may be suitably modified,

3.6. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenders.

**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 **Deputy Inspector General (Prov.), Directorate General CRPF, Ministry of Home Affairs.**

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

The Manager of Publications, Civil Lines, Delhi.

The Superintendent, Government Printing & Stationery Allahabad, U.P.

The Superintendent, Government Printing & Stationery, Mumbai.

The Superintendent, Government Press, Chennai.

The Superintendent, Government Printing & Stationery, Nagpur.

The Superintendent, Government Printing, Gulzargbag, Patna (Bihar).  
DGS&D, New Delhi and its Regional offices at Mumbai, Chennai, Kolkata & Kanpur.  
Government of India Book Depot, 8 Hastings Street, Kolkata.  
Commandant (Proc. Cell), Dte. Genl. CRPF, 1<sup>st</sup> Block, CGO Complex.

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 should be duly filled in, signed by the bidder.

6. Tenderers must complete the details of their plant and machinery on standard proforma enclosed with this Tender Enquiry irrespective of their registration status, and forward the same with their offer. Purchaser reserves the right to get the manufacturing capacity of any tenderer re-verified through the inspecting agencies, irrespective of their registration status.

07. Director General CRPF reserves the **right to change the number of consignees and change the quantity of stores allotted to them at any stage** without assigning any reason.

08. Purchasers right ::

- (a) Purchaser reserves the right to change the consignee and change the quantity of store allotted to them as per requirement at any stage.
- (b) Purchaser reserves the **right to cancel/reject or Scrap the tender** without assigning any reason.
- (c) Purchaser reserves the right to increase or decrease the quantity at any stage.

09. Tender Documents are available at CPPP eProcurement site <https://eprocure.gov.in/> eprocure/app as well as on CRPF website (<https://crpf.nic.in>) which can be downloaded by interested firms. However bidders are required to submit Tender Fee /EMD as applicable, as per tender document while submitting the bids. The Demand Draft or Bankers Cheque for tender fee and Bank Guarantee or FDR/TDR for EMD should be drawn in favour of the **DIG (Prov.) Dte. Genl., CRPF payable at SBI, CGO Complex, New Delhi (Code No.7837)** and original should be submitted to the Procurement Cell before opening of the tender.

10. **EARNEST MONEY**

(a) All firms, who are not specifically registered for tendered stores as per specification of Tender Enquiry either with MSME as MSE unit, or NSIC, or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), are required to submit Earnest Money as mentioned below along with their office. Registration with any other organization will not exempt them from depositing Earnest Money. As per Government policy, PSU are not exempted from depositing Earnest Money.

Sl.	Description of Articles	Quantity	EMD
(1)	(2)	(3)	(4)
1.	<b><u>40 mm Under Barrel Grenade Launchers (UBGL)</u></b> capable to mount on 7.62 x 39 mm A.K. Series Rifles with Accessories, Gauges Spare Parts for UBGL as per Manufacturer Recommended List of Spares.	<b>1,970 Nos.</b>	<b>Rs.50,00,000/- (Rupees Fifty Lakh) only</b>
2.	<b><u>Matching ammunition/grenades-Round 40x46 mm HE</u></b>	<b>1,37,603 Nos.</b>	<b>Rs. 1,28,62,000/- (Rupees One Crore Twenty Lakh Sixty Two Thousand) only</b>

(b) For claiming exemption from depositing earnest money, tenderer should be registered with DGS&D/NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), for the subject stores for

which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money.

(c) Public sector undertaking/state undertaking or central/state owned companies are not exempted from the payment of earnest money unless registered with DGS&D/NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), for subject stores.

(d) As per MHA (Procurement Wing of PM Division), New Delhi order No.016/MHA/TFM2019-20/P&P/CFN3466231 dated 01/10/2019, Ordnance Factory Board (OFB) has been exempted for submitting EMD.

(e) Earnest Money can be deposited in any one of the following alternate forms:-

(i) A Fixed deposit receipt (FDR) or Term deposit receipt (TDR) drawn in favour of DIG (Prov.), Dte. Genl., CRPF payable at SBI, CGO Complex, New Delhi (Code No.7837).

(ii) An irrevocable Bank Guarantee in the name of DIG (Prov.) Dte. Genl. CRPF. of any Nationalized /Scheduled Bank. The BG should be payable at SBI, CGO Complex, New Delhi (Code No.7837). The format is as per appendix-6.

(iii) **Foreign bidders should submit Earnest Money in the form of irrecoverable Bank Guarantee only, issued or confirmed by any Nationalized Indian Bank.**

(iv) The Earnest Money shall be valid till 225 days from the date of opening of tender and will remain deposited with the purchaser for the period prescribed in Schedule-III. If the validity of the tender is extended, the validity of Earnest Money document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the aforesaid period shall not be considered by the Purchaser.

(f) No interest shall be payable by the purchaser on the Earnest Money deposited by tenderer.

(g) The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

(h) The Earnest Money of the successful tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the firm.

(i) If the successful tenderer fails to furnish the performance security deposit as required in the contract within the stipulated period, the Earnest money shall be liable to be forfeited by the purchaser.

(j) Earnest money of the unsuccessful tenderers shall be returned within 30 days of finalization of tender.

(k) Any tender received from firm which is not registered with DGS&D or NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), for the tendered stores, and is not accompanied with require Earnest money in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing Earnest money.

(l) All firms which are not granted registration with DGS&D/NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), for the subject stores shall be required to deposit earnest money valid upto as specified in Schedule-III. For claiming exemption from depositing Earnest money, the tenderers should be registered with NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP),/ DGS&D for subject stores as mentioned in the tender schedule. Firms that are not registered for the subject stores as mentioned in the tender schedule will be treated as unregistered and shall be required to deposit earnest money as above.

(m) Offers of those firms, who are not registered with DGS&D or NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), for the subject stores, will not be considered unless the same are submitted along with required Earnest Money.

- (n) **Bidders can either quote for UBGL or Matching ammunition/grenades (Round 40mm HE) or for both. Separate EMDs as asked for are required to be deposited accordingly. L-1 shall be decided separately for each store.**

11. **PRICE**

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

Prices be quoted by foreign firms in figures as well as in words in Indian Rupees (INR), US Dollar or Euro only. **Indian firms and Indian agent of foreign principals and Indian SEZ firms to quote in INR only.** In case, price is quoted in foreign currency, selling exchange rates on the date of opening of Tender will be considered to calculate the equivalent amount in rupees for the **purpose of evaluation of commercial bids only.** However, prices Ex-works and the break-up of the different elements of prices i.e. Basic cost and other charges should be quoted as Price Bid in Appendix-8 and 8(A). Additional cost components for the firms operating from SEZ have been inserted in the Appendix-8 and 8(A) which may be carefully studied and submitted.

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 covers as under:-

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

1. **Documents to be submitted in original manually (Offline):-**

- i) Earnest Money Deposit (if applicable)
- ii) Tender Acceptance letter (Appendix-10).
- iii) Technical detail/ leaflets/ brochure of subject stores as per Specifications.
- iv) Pre Contract Integrity Pact (PCIP) in original (Appdx-13&13A) duly filled and signed.
- v) Any other relevant documents which the firm wishes to submit.
- vi) Certificates of OEM/Firm as per details mentioned in QRs/Specifications/TD's.

2. **Documents to be submitted in Scanned Copy (Online):-**

1. Tender acceptance letter (Appendix-10).
2. Earnest money deposit (If applicable).
3. Performance statement for last three years (Appendix-4).
4. Form- 7 (Appendix-5)
5. Offer of store (Appendix-1).
6. Details of manufacturer (Appendix-2)
7. Questionnaire (Appendix-3)
8. Compliance statement of QRs (Appendix-11 & 12)
9. Check List (Appdx-14).
10. Registration certificate of DGS&D/NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), ( if applicable)
11. Details of their plants & machinery in duplicate in the format enclosed along with the T.E. (This is required even if they are registered with DGS&D).

(b) **SECOND COVER (ONLINE ONLY) Commercial / Price Bid should contain the following:-**

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** provided along with the tender document at eProcurement site <https://eprocure.gov.in/eprocure/app> only.

- i) Only the first cover (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.
- ii) After opening of price bids, ranking statement will be prepared and the finalization of tender will be done on L-1 (the least price) basis separately for UBGL and Matching ammunition/grenades (Round 40mm HE).
- iii) Tenderer's are not permitted to alter or modify their tenders after expiry of deadline for receipt of tender till the date of validity of tender and if they do so, their earnest money will be forfeited.

13. 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.

14. **SUBMISSION OF OFFER**

14.1 Tenderer's can either quote for 40 mm Under Barrel Grenade Launcher (UBGL) or Round 40 x 46 mm HE matching ammunition/Grenades or both. However, **both the products are to be quoted on a separate tender form with separate price bid. Separate EMD's as asked for are required to be deposited accordingly.** L1 shall be decided separately for each store.

14.2 Offers should be submitted by tenderers on the basis of **CIP at consignee location** by foreign firms and free delivery up to consignees location by Indigenous firms.

14.3 The tenders should indicate separately:-

- i) The net ex-factory prices,
- ii) The net prices at **CIP at consignee location** by foreign firms and free delivery up to consignee's location by Indigenous firms.

14.4 **Foreign firms quoting direct against the Tender enquiry should have servicing facilities in India and indicate in their offer the details of such servicing facilities.**

15. a) Rate will be compared and L-1 shall be decided separately for each store i.e. 40 mm Under Barrel Grenade Launcher (UBGL) and Round 40 x 46 mm HE matching ammunition/Grenades.  
b) Firm will provide consumables free of cost for demonstration.  
c) Entry tax/Octroi/Toll Tax will be paid at actual.  
d) Tenderers are required to indicate basic rate, custom duty, excise duty, sales tax/VAT/GST and any other leviable taxes/ charges separately within above performa. Any taxes/duties/charges reflected outside the Price bid Performa will not be accepted.

16. **CUSTOM DUTY:**

The purchaser/consignee will provide necessary documents. The seller will be responsible for getting the goods cleared.

17. **INSURANCE**

**In case of CIP upto consignee location Contract:**

If a contract is placed as a result of this invitation to tender, and if indenter requires insurance of stores tenderers are required to effect insurance of the stores only through national insurance agency or any of its subsidiaries as intimated to them by the Indenter/consignee and **payment will be made in rupees only**. The tenderer should indicate in their tender, ex-factory works price, Freight and insurance separately. The supplier in such an event will be required to intimate the designated insurance company of Dispatch particulars immediately upon shipment.

The consignee will as soon as possible, but not later than 45 days of the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores that may have occurred during transit. In the event of the contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and cost of the contractor.

18. Tenderers will be fully responsible for proper installation, testing and making the UBGL and matching grenades functional before final settlement of account.

19. The time allowed for carrying out the supply will start from the day of issue of written orders for supply of store in accordance with the schedule i.e. 06 months as indicated in the tender documents.

20. The tenderer will also provide complete technical/ operating and service manual of the UBGL and matching grenades/Round.

21. **QUALITY:-**

The decision of the Director General, CRPF shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification and approved sample shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects. The rejected items must be removed by the tenderers from the consignees' premises within 15 days from the date of the information about rejection. The incharge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

22. In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

23. **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.



24. **DEFECT LIABILITY CLAUSE:-**

In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at their cost.

25. **PERFORMANCE SECURITY**

In terms of clause- 7 of condition of contract DGS&D-68 (revised) all the successful tenderers against the Tender Enquiry irrespective of their registration status with DGS&D and NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), shall be required to **furnish as specified in Schedule-III security deposit within 30 days of issue of contract for the due performance of the contract valid** up to a period of **5 years or till complete** conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

26. Tenderers should submit their performance statement in the enclosed proforma at Appendix-4 of Tender Enquiry. The decision on the assessment of the past performance of the tenderer by DG CRPF is final. Foreign suppliers should also submit certificate / report from the chamber of commerce of country of origin of the manufacturers indicating the technical, production and financial capability etc. of the manufacturer. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

27. **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.
- h. **Incase tenderers do not agree to Arbitration clause as mentioned in the tender enquiry, they may opt for settlement through court in New Delhi, India only. Jurisdiction of the court as a result of this tender invitation will be the place from which the contract is issued i.e. New Delhi. All disputes arising out of the contract shall be settled in the jurisdiction of Territory of Delhi under provisions of Indian Court of Law.**

28. **PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT**

- a) The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights.
- b) The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

29. **TRANSFER AND SUB-LETTING**

The tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

30. **FORCE MAJEURE CLAUSE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that purchaser reserve the right to rescind the contract and confiscate the PSD.

31. **TERMINATION OF CONTRACT**

Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:

- a). The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
- b). The Seller is declared bankrupt or becomes insolvent.
- c). The delivery material is delayed due to causes of **Force Majeure** by more than 60 days.
- d). In case Performance Security is not furnished within 30 days from the date of issuing of A.T.

32. Bulk supplies in the case of successful Tenderers should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in Schedule-VI& VII.

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

34. **Place of submission of tender & tender documents and samples for field trial:**

- i) Tender documents have to be submitted in the tender box (**Provisioning**) kept at Reception-2, Directorate General, CRPF, Block No-1, CGO Complex, Lodhi Road, New Delhi-03 and sample required during field trial will be submitted at **DIG, GC, CRPF, Gururgam(Haryana)** subsequently.
- ii) **Late/ Delayed/ Non submission of originals may result in rejection of bid.**
- iii) **Samples are required to be deposited at the time of field trial at DIG, GC, CRPF, Gururgam (Haryana)**
- iv) Tender samples sent on "FREIGHT TO PAY" basis will not be accepted.
- v) Tender samples of tenderers whose offers are not accepted may be collected by their authorized representatives on requisition on letter head of the firm duly stamped, signature and attested by the tenderers on hearing from this Directorate. In case samples are not collected within the given time, the samples will be disposed off.

35. For any change in terms and condition of tender / tender specification, the Tenderers are requested to visit our websites <https://eprocure.gov.in/eprocure/appand> CRPF website [www.crfp.nic.in/tender\\_notice.html](http://www.crfp.nic.in/tender_notice.html) regularly.

36. **INSPECTION OF STORE**

(a) **PRE DISPTACH INSPECTION:-**

Pre-dispatch inspection (PDI) of UBGL and matching grenades will be carried out by a Board of officers detailed by the purchaser in order to check its compliance with specifications. The seller shall provide all facilities including weapon, firing range, accessories and assistance to the Buyer's representative for safety and convenience in the performance of their duties in **seller's country** in case of foreign firm and at factory/firm premises in case of Indigenous Firm.

(b) **JOINT RECEIPT INSPECTION:-**

Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival at Central Weapon Store-II, CRPF, Pune(Maharashtra) India. The JRI will consist of:-

- (i) Quantitative checking to verify that the quantity of the delivered goods corresponds to the quantities defined in TE/AT and the invoice.
- (ii) Complete qualitative checking and functional checking of the 40mm UBGL and matching ammunition/grenades (Round 40 mm HE) as per specifications defined in the TE/Acceptance of Contract and as per procedures and tests laid down by CRPF.

(c) **PLACE AT WHICH THE STORE IS TO BE TENDERED FOR INSPECTION:-**

1. For Pre Dispatch Inspection (PDI) at manufactures company premises.
2. For Joint Receipt Inspection (JRI) at Central Weapon Store-II, CRPF, Pune (Maharashtra) India.

37. **Maintenance and supply of spares:-**

Tenderer should undertake to provide maintenance/spares support as per Appendix-7 Guarantee/Warranty clause.

38. (a) Those firms should respond who are the manufacturer of the stores specified in Tender specifications as brought out in **Schedule-VI& VII of T.E..**

(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 be enlisted with DGS&D for tendered store. However, those Indian Agent(s) who have applied to DGS&D for registration/enlistment before the time and date of opening of technical bids can also be considered provided the enlistment with DGS&D is operational before opening of the price bid and the Indian agent have informed the purchaser well in advance, of the price bid opening date.

(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. For after sale service the Indian agent will be solely liable and responsible for its execution.

(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) 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.

(vi) **Indian agent of foreign manufacturer/principal and Indian SEZ firms have to quote the rates in INR only.**

39. **PRE CONTRACT INTEGRITY PACT**

i) Pre-contract Integrity Pact is to be signed between the buyer and bidder on the standard proforma enclosed as Appendix-13. Accordingly, all bidders are required to submit 02 copies in original 'Pre-Contract Integrity Pact' duly completed in all respects and signed properly on each page by the authorized signatories of the bidders and two witnesses as per format, with their tender documents. This is required to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into.

- ii) Offers of those firms, who have not attached Pre-Contract Integrity Pact duly completed and signed properly with their tender document, liable to be rejected.

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

(i) Under normal circumstances the purchaser reserves the right to place order of the successful tenderer for additional quantity, upto 25 % of the quantity offered by them at the rates quoted at the time of placement of contract or during the currency of the contract as per clause-31 of form DGS&D.

(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 upto 100% of the initial tendered quantity.
- (c) While invoking the provisions mentioned at (ii)(a) and / or (ii)(b) above, the purchaser reserve the right imposing Performance Bank Guarantee @10% of the contract value and imposing Liquidated Damages for the delay supplies @ 1.5% per week subject to maximum 15% of the total contract value.
- (d) Sub Para (ii) (a), (b) and (c) above are as per MHA (Police Modernization Division), Procurement Wing, New Delhi order No. D/2013/30/3379/17.08.2016/Proc Wing/MHA, CF No. 3362928 dated 21/02/2018 to be read with modification to said order, if any, carried out during the currency of the contract.

41. **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** at any stage.
- (d) Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

42. **TRANSPORTATION OF GOODS:-**

- (i) Instruction for transportation of imported goods offered from abroad and price quoted in foreign currency: the supplier shall not arrange part-shipments and / or transshipment without the express / prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under **FOB/FCA** terms.
- (ii) Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

43. **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 disfavor to any person in relation to the Contract or any other Contract with the Government.

- b) Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.
- c) A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.
- d) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

**44. Refund of cost of 40 mm Under Barrel Grenade Launchers (UBGL)/ Round 40 x 46 mm UBGL matching ammunition/grenades round 40 x 46 mm HE or replacement of same specification in case of any store is found defective**

Tenderer should undertake to refund the cost of defective **40 mm Under Barrel Grenade Launchers (UBGL)/ Round 40 x 46 mm UBGL matching ammunition/grenades** or replace the store(s) of same specification in case of any store(s) is found defective as per Appendix-7 Guarantee / Warrantee clause.

**45. 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) 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 :-**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 location (s) at which the local value addition is made.
  - (vi) 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.
  - (vii) 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 debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

46. **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.

**Sd/-(17/10/2019)**  
**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**



**SPECIAL INSTRUCTIONS**

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

- | Sl. | Description of Articles   | Quantity             |
|-----|---|----------------------|
| 1.  | <b><u>40 mm Under Barrel Grenade Launchers (UBGL)</u></b> capable to mount on 7.62 x 39 mm A.K. Series Rifles with Accessories, Gauges Spare Parts for UBGL as per Manufacturer Recommended List of Spares. | <b>1,970 Nos.</b>    |
| 2.  | <b><u>Matching ammunition/grenades-Round 40x46 mm HE</u></b>  | <b>1,37,603 Nos.</b> |
1. Name of Store and Quantity : **05/11/2019 at 1100 hrs.** At Conference Hall, 4<sup>th</sup> floor, Dte. Genl. CRPF CGO Complex, Lodhi Road, New Delhi-110003.
2. Pre-bid meeting : **03/12/2019 at 1030 hrs.**
3. Time and date of receipt of offline/online tender :
- 3(a) Time and date for opening of offline/online Tender : On or After **04/12/2019 at 1130 Hours**
4. Validity of offer : 6 months (**180 days**) from date of opening of Tender
5. Inspecting Authority : To be detailed by Director General, CRPF.
6. EMD/Validity : **Rs.50,00,000/-only for UBGL and 1,28,62,000/- for Matching ammunition/ grenades Round 40 mm HE** (with 225 days validity from the date of opening of tender).
7. Terms of Delivery : **For Foreign Manufacturer-CIP** at consignee location.  
**For indigenous firms-** free delivery at consignee location i.e. DIG, Central Weapon Store-II, CRPF, Pune, Maharashtra (India).
- 8(a) Consignee Location : DIG, Central Weapon Store-II, CRPF, Pune, Maharashtra (India).
9. Delivery period : a) 06 months from the date of finalization AT/Supply order, in case procurement is made from indigenous firm.  
b) 06 months after date of opening of LC in case procurement is made from foreign firm.  
c) Delivery is to be effected in one lot and no part shipment or Transshipment will be allowed.
10. Performance Security : 10% of the contract value.
11. Guarantee/Warranty : 48 months from the date of receipt of Equipment/Stores in good condition by the consignee after JRI.
12. **PDI/JRI** : If any lot is rejected in final inspection as not confirming to Specification before acceptance, the same equipment must be replaced. Alternatively at purchaser's option, money refunded in foreign currency positively within **30 days** of issue of notice of such rejection. The consignee's right of rejection in this regard will be final and absolute.

**13.1 DOMENSTRATON OF PRODUCTS FOR TECHNICAL EVALUATION**

a) The technically qualified bidders will be required to **produce their offered product** before a Board of Officers (to be detailed by DG CRPF) for assessing the technical suitability and performance of the equipment as per tender enquiry specifications. Offers of those bidders are liable to be

ignored, whose equipment/product are **not found as per tender enquiry specifications**. Price bids of those bidders will be opened whose technical bids as well as performance of their equipment/products so demonstrated are found acceptable.

b) **The vendor quoting for UBGL** are required to deposit **50 rounds each of 40 x 46 mm HE, HEDP, Target Marker and Red Phosphorous ammunition (Total 200 rounds)**. The ammunition as far as possible should be of fresh lot and the type of ammunition that can be fired from the weapon to be specified.

c) **The vendor quoting for Matching grenades Round 40mm HE** are required to deposit **200 rounds of 40 x 46 mm Low Velocity HE (as specified in schedule-VII)** that can be fired from the weapon specified in Schedule-VI as tender sample with all standard accessories for trial evaluation at the time of field trial/ physical technical evaluation **at GC CRPF Gurugam (Haryana) India**. Remaining terms and conditions are same as per details given in Para-b above.

d) Tenderers quoting on behalf of their foreign manufactures are requested to make their own arrangement for submitting required no. of tender samples for **UBGL and Matching grenades Round 40mm HE** within prescribed date and time failing which their offer shall be ignored.

e) Tenderer should provide required **Certificate from OEM/Firm and Lab test reports** as per details mentioned in Trial directives **alongwith tender samples at the time of field trial**.

14. **Online Price bids of only those will be opened whose technical bids** as well as performance of their equipment/products so demonstrated are found acceptable as per requirement of the T.E. Specification.

15. **PAYMENT TERMS:-**

15(i) **FOR CIP AT CONSIGNEE LOCATION CONTRACT:-**

A) Unless otherwise prescribed, the payment for CIP at consignee location contract shall be as under:-

The Manufacturers will be paid 90 % of the net CIP at consignee location price on presentation of following documents:-

- |    |          |   |
|----|----------|---|
| a) | 4 copies | Commercial invoice  |
| b) | 1 copy   | Packing List  |
| c) | 1 copy   | Air way bill  |
| d) | 4 copies | Manufacturers test certificate  |
| e) | 1 copy   | Certificate from the supplier that the original shipping/air freight documents have been dispatched to the consignee(s) in accordance with the terms of the contract (Acceptance of Tender) |
| f) | 1 copy   | Certificate regarding country of origin.  |
| g) | 1 copy   | Transit Insurance.  |

B) Balance 10 % after receipt of successful consignment, inspection, acceptance by the consignee in India and on submission of performance guarantee of 10% of net contract

value, **valid** up to a period **of 5 years or till complete** conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, **whichever is later**.

C) **MODE OF PAYMENT (For Foreign bidders only)**

The payment to the foreign bidders will be made through irrevocable **letter of credit** opened through State Bank of India. In case supplier desires letter of credit to be confirmed by designated foreign bank, such confirmation charges will be payable by him.

15(ii) **FOR INDIGIOUS FIRM CONTRACT:-**

- A) 90% payment will be released on production of Line Committee Report (LCR) and Inspection certificate (JRI).
- 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 up to a period of 5 years** or till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, **whichever is later**.
  - ii) Regularisation of the case, if supply is made beyond fixed Delivery Period.

16. **MANUFACTURERS**

Indian manufacturers operating from SEZ areas must provide following additional details:-

- i) Firms to intimate Custom duty exemption they got for import of plant and machinery etc. during their set up.
- ii) Firms to intimate import content in their product being offered.
- iii) Custom duty exemption applicable on their product being offered.
- iv) Exemptions received on taxes and duties on import of plant and machinery and its proportionate impact on the cost of production per unit. (This cost per unit should be calculated based on maximum production capacity or the actual production whichever is lower.
- v) SEZ firms must also provide details of customs duties and other taxes forgone by the GOI due to treating sales to Domestic Tariff Area as exports.
- vi) These details would/may be added back to the actual quoted price to find out the notional cost to GoI.

17. **Minimum quantity to be offered:: Full quantity**  
(Bidder has to offer complete quantity as mentioned in Schedule-III of T.E.)

18. **PRICE**

- a) Prices be quoted by foreign firms in figures as well as in words in Indian Rupees (INR), **US Dollar or Euro** only. **Indian firms, Indian agent of foreign principals and Indian SEZ firms to quote in INR only**. In case, price is quoted in foreign currency, selling exchange rates on the date of opening of Tender will be considered to calculate the equivalent amount in rupees for the **purpose of evaluation of commercial bids only**. However, prices Ex-works and the break-up of the different elements of prices i.e. Basic cost and other charges should be quoted as Price Bid in Appendix-8.
- b) Details submitted by the SEZ firms as asked at para-16 may be taken into account while calculating L1 status.

19. **Important Note:** The equipment's should be BRAND NEW. Lot/Model No. /Batch No. /Year of manufacture name of manufacturer should be given.

20. **Packing & Marking**

(i) The packing and preservation of the supplied goods shall be airworthy, seaworthy and roadworthy so that it may provide their safety during transit period. The Seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transportation.

Each packing case shall have labels as follows: -

Contract No. \_\_\_\_\_  
DG CRPF, Block No. 1, CGO Complex, Lodhi Road New Delhi- 110003.

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

21. **DESPATCH INSTRUCTIONS AND DOCUMENTATION**

The delivery of goods shall be affected by Air. The Seller shall intimate to the Purchaser, by **Email, fax and Air mail/Speed Post 6 weeks in advance**, the anticipated date of delivery of each consignment.

22. **LIQUIDATED DAMAGE FOR DELAY IN SUPPLIES**

Same as per Sl. No. 23 of Schedule-I.

23. **ACCESS TO THE BOOKS OF ACCOUNT**

In case it is found to the satisfaction of the Purchaser that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Purchaser shall provide necessary information/ inspection of the relevant financial documents/information.

24. **END USER CERTIFICATE**

End user certificate to the effect that the samples of 40 mm Under Barrel Grenade Launchers (UBGL) with Accessories, Gauges Spare Parts for UBGL as per Manufacturer Recommended List of Spares and Matching ammunition/grenades Round 40 mm HE required against this Tender for trial evaluation will not be sold or transferred to other countries, will be issued by CRPF and further that the 40 mm Under Barrel Grenade Launchers (UBGL) with Accessories, Gauges Spare Parts for UBGL as per Manufacturer Recommended List of Spares and Matching ammunition/grenades Round 40 mm HE are required to be used by Central Para Military forces and Police forces and will not be sold or transferred to other countries.

**Sd/-(17/10/2019)**

**(Rajesh Kumar)**

**Commandant (Proc)**

**For and on behalf of the President of India**

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the eProcurement/etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go 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/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in 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 Tender Fee/ 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 Tender FEE/ 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 opener's 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: 1800-3070-2232 or send a Email over to – [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

**Sd/-(17/10/2019)**  
**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**

**LIST OF STORES**

**SCHEDULE-IV**

No. U-II-1270/2019-20-Proc-IV

Dated, the 17 October, 2019

Sl.	Description of Articles	Quantity
1.	<b><u>40 mm Under Barrel Grenade Launchers (UBGL)</u></b> capable to mount on 7.62 x 39 mm A.K. Series Rifles with Accessories, Gauges Spare Parts for UBGL as per Manufacturer Recommended List of Spares.	<b>1,970 Nos.</b>
2.	<b><u>Matching ammunition/grenades-Round 40x46 mm HE</u></b>	<b>1,37,603 Nos.</b>

**Sd/-(17/10/2019)**  
**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**



**LIST OF CONSIGNEE****No. U-II-1270/2019-20-Proc-IV****Dated, the 17 OCTOBER', 2019****Name & Address of consignee**

<b>SL No</b>	<b>Name and Postal Address of Consignee</b>
01	DIG, Central Weapon Store-II, CRPF, Pune, (Maharashtra) India. Pin Code No. - 410507. Contact Phone No.- 02114-231535 Fax No.- 02114-231535 Email Id- cws2pun@crpf.gov.in

**Sd/-(17/10/2019)**  
**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**

**QRS/SPECIFICATIONS OF 40 MM UNDER BARREL GRENADE LAUNCHERS (UBGL)**

**REVISED QRS/ SPECIFICATIONS OF 40 MM UBGL**

S/No.	Parameter	Specification
1.	Caliber	40 mm.
2.	Feed System	Breech Loaded.
3.	Rate of fire	Not less than 5 rounds per minute.
4.	Effective Range	Minimum 400 m.
5.	Length	Not more than 400 mm.
6.	Weight	Not more than 1.6 Kg.
7.	Sighting System	Inbuilt sighting system for day and night firing.
8.	Safeties	UBGL should have mechanical and applied safety mechanism.
9.	Operational Temperature	-20° to +55° C.
10.	Service life	Minimum 1000 rounds/ 15 years whichever is earlier (certification to be provided by firms).
11.	Ammunition Grenades	Compatible with Rounds 40x 46 mm.
12.	Compatibility	The UBGL should be able to mount on / compatible with the assault rifle of user organization to be specified at the time of tendering.
13.	Accuracy	There should be a minimum of 3 hits out of 5 rounds serially fired by a shooter in which weapon is mechanically clamped to a static platform and in normal environmental conditions at an area target of 5m radius placed at a distance of 100 meters
14.	Interface/ Weapon	To be defined by the user.


  
 The table is followed by several handwritten signatures and initials. From left to right, there are approximately 12 distinct signatures, some with names like 'R.K. Mishra', 'Shiv Prasad Sati', and 'S.S.O.' written below them.

**APPROVED / NOT APPROVED**


  
 (Sudeep Lakhtakia)  
 DG, NSG

**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**

**TRIAL DIRECTIVES FOR 40 MM UNDER BARREL GRENADE LAUNCHERS (UBGL)**

**TRIAL DIRECTIVES FOR 40 MM UBGL**

**Introduction**

1. UBGL is a short range grenade launching area weapon used by a single person to cover the target at short ranges. It is an attachment to a Rifle, which enables firing of grenades and engaging the target with different kind of ammunitions.
2. Keeping in view, Trial Directives are being formulated to enable evaluation of functional and operational capabilities of weapon by the standing technical evaluation committee/BOC. The aim of Trial directive will be assess the performance of the UBGL against the various parameters mentioned in its QRS.

**Trial requirements**

3. **Duration of Trial** : Duration of trial will be determined by the number of weapons to be evaluated. All the weapons alongwith accessories, ammunition and related literature to be produced for user trial and should be made available one week prior to commencement of trial for pre-trials formalities.
4. Trial will be conducted in the field area as per the discretion of competent authority.
5. **Number of Weapons**: Three sample weapons should be provided by each vendor. Vendor to also produce the complete accessories alongwith each weapon.
6. **Ammunition**: Each vendor is required to produce Qty – 50 rounds each of 40 x 46 mm HE, HEDP, Target Marker and Red Phosphorus ammunition (Total 200 rounds). The ammunition as far as possible should be of fresh lot and the type of ammunition that can be fired from the weapon to be specified.
7. **Technical Literature** : User hand book, design specification, illustrated spare part list, preservation instruction, CES (Compleats equipment Schedule) and repair manual including maintenance tasks, procedure for assembly/stripping and safety precautions. These should be made available at the time of trial.
8. **Tools, SMT, Gauges** : One set of tools SMT and gauges should be made available at the time of trial.
9. The weapon should have been subjected to proof firing prior to positioning for user trials. A safety certificate stating that the weapons and ammunition are safe to fire for trials will be rendered by the OEM prior to commencement of user trials and the same will be checked by the BOC.
10. The BOC will earmark the trial equipment for its evaluation. The vendor reps will be required to give a certificate that the equipment given to the evaluation committee is acceptable for their trial and vendor shall depute their personnel for the trials including a good firer.

 R.C. Subramanian 23.2	 J. Srinivas 23.2	 Tapan Kaur 23.2	 Anand 23.2
 D. Srinivas 23.2	 S. Srinivas 23.2	 A.P. Srinivas 23.2	 S. Srinivas 23.2

TRIAL DIRECTIVES FOR 40 MM UBGL (Contd..)

S/No.	Parameter	Specification	Trial Methodology
1.	Caliber	40 mm.	To be physically checked the weapon with the help of Tools and Gauges (measuring instruments)
2.	Feed System	Breech Loaded.	-do-
3.	Rate of fire	Not less than 5 rounds per minute.	Test firing to be carried out by firm reps in the presence of the BOO.
4.	Effective Range	Minimum 400 m.	Test firing to be carried out by firm reps in the presence of the BOO & BOO will physically check the distance.
5.	Length	Not more than 400 mm.	To be physically measured by the BOO. The length of UBGL should not be more than 400 mm.
6.	Weight	Not more than 1.6 Kg.	To be physically weighed by the Board. The weight of the weapon should not be more than 1.6 Kg.
7.	Sighting System	Inbuilt sighting system for day and night firing.	To be physically checked by the BOO.
8.	Safeties	UBGL should have mechanical and applied safety mechanism.	To be demonstrated by the OEM/ Vendor and the same to be checked by the BOO.

[Signature]

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9/12/18

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S2504

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SSA


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CO P Durgam

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## TRIAL DIRECTIVES FOR 40 MM UBGL (Contd.)

S/No.	Parameter	Specification	Trial Methodology
09.	Operational Temperature	-20° to +55° C.	OEM to provide certificate and same be checked by BOO.
10.	Service life	Minimum 1000 rounds/ 15 years whichever is earlier (certification to be provided by firms).	OEM/Firm to provide certificate confirming the life of the barrel as minimum 1000 Rounds. The certificate to be checked by the BOO.
11.	Ammunition Grenades	Compatible with Rounds 40x 46 mm.	OEM/ Firm to provide safety certificate duly certifying that the UBGL is capable of safely firing rounds 40 x 46 mm.
12.	Compatibility	The UBGL should be able to mount on / compatible with the assault rifle of user organization to be specified at the time of tendering.	To be physically checked by the BOO. OEM/Firm to provide certificate duly certifying that the UBGL is mountable / compatible with a specific assault rifle held with the user directorate.
13.	Accuracy	There should be a minimum of 3 hits out of 5 rounds serially fired by a shooter in which weapon is mechanically clamped to a static platform and in normal environmental conditions at an area target of 5m radius placed at a distance of 100 meters	To be checked by BOO. OEM to provide additional stores like shooting rest/ fixed mount for trials.
14.	Interface/ Weapon	To be defined by the user.	

  
 R.C. Kulkarni  
 BOO

  
 R.K. Meel  
 DE, CEST

  
 S.P. Sati  
 TRENCH

  
 Rajesh Kumar  
 S-26A

APPROVED / NOT APPROVED

  
 (Sudeep Lakhtakia)  
 DG, NSG

**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**

**QRS/SPECIFICATIONS OF ROUND 40 MM HE**

**DRAFT REVISED QRS OF ROUND (GRENADE) 40 MM HE**

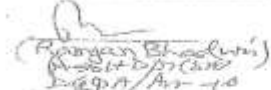
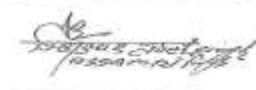
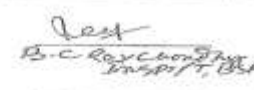





Ser No	Parameter	Specification
1	Caliber	40 X 46 mm.
2	Length of Grenade (in mm)	103± 0.5.
3	Weight of Grenade (in gms)	Minimum 230.
4	Weight of Explosive Charge (in gms)	37±7.
5	Muzzle Velocity (in m/s)	76±3
6	Maximum Range (in meters)	400.
7	Operational Temperature Range in (Degree Centigrade)	-40°C to 52°C.
8	Non Arm Distance (in meters)	8 meters from the muzzle of the weapon.
9	All arm Distance (in meters)	Minimum 28±2 meters from the muzzle of the weapon.
10	Mode of Functioning	Point Detonating/ Point Detonating with Self-Destruction mechanism (To be specified by the user)
11	Self-destruction Time (in sec)	14 to 19.
12	Reliability	90%
13	Accuracy at 75 meters	Grouping of 0.95 m x 0.95 m or smaller on a vertical target of steel 2000 x 2000 x 2mm.
14	Killing Radius (in meters)	Minimum 5 meters.
15	Shelf Life (in years)	Minimum 10
16	UN HD	1.1
17	Compatibility Group	E
18	Fit for Air Drop	Ammunition should be air droppable and packed inside the boxes.
19	Compatibility with weapon	40 mm MGL (Breech Loading) and 40 mm UBGL (Breech loading type). The model of the UBGL & MGL to be specified by the indenter.


  
 A series of handwritten signatures and dates are present below the table. From left to right, there are four columns of signatures. The first column has three signatures. The second column has two signatures, with the date '12.11.18' written between them. The third column has one large signature. The fourth column has two signatures, with the date '12/11/18' written between them.



DRAFT REVISED CIRs OF ROUND (GRENADE) 40 MM HE

Ser No	Parameter	Specification
20	<p>The following minimum information will be supplied in English language by the manufacturer :-</p> <ul style="list-style-type: none"> <li>(a) Frequency of inspection be clearly mentioned.</li> <li>(b) Parameters for Visual Inspection, Static Proof &amp; Dynamic Proof.</li> <li>(c) Parameters for declaring the ammunition as serviceable, unserviceable and repairable.</li> <li>(d) Instructions for breakdown of ammunition (if any) &amp; method of disposal.</li> <li>(e) Instructions for storage of ammunition.</li> <li>(f) Instructions for safe transportation of ammunition by rail, road, sea and by air.</li> <li>(g) Safety feature of ammunition be clearly explained in the manual.</li> <li>(h) Illustrated/ detailed diagrams identifying/ depicting all the parts of the ammunition.</li> </ul>	<p>10 Sets.</p>

 Anand Bhadwaj  
 Rajesh Kumar  
 B.C. Ray Choudhary  
 S. S. S. S.  
 S. S. S. S.  
 S. S. S. S.  
 S. S. S. S.  
 S. S. S. S.

APPROVED / NOT APPROVED

  
 (Sudeep Lakhtakia)  
 DG, NSG

**(Rajesh Kumar)**  
**Commandant(Proc)**  
**For and on behalf of the President of India**

DRAFT REVISED TRIAL DIRECTIVES OF ROUND (SERIALS) 40MM HE

Seq. No	Parameter	Specification	Method
1	Caliber	40 X 46 mm.	To be physically checked by the board of officers. Gauge and books for the same to be provided by the CSEA. Frn.
2	Length of Cartridge (in mm)	602±0.5	To be physically checked by the board of officers.
3	Weight of Cartridge (in gms)	Minimum 200	To be physically checked by the board of officers.
4	Weight of Explosive Charge (in gms)	30±1	Certificate in the report to be provided by the CSEA.
5	Muzzle Velocity (in m/s)	76-3	Certificate in the report to be provided by the CSEA.
6	Maximum Range (in meters)	400	To be physically checked by the board of officers during firing demonstration.
7	Operational Temperature Range in Degrees Centigrade	-40°C to 50°C	Certificate in the report to be provided by the CSEA.
8	Non-Air Delays (in meters)	8 meters from the muzzle of the weapon.	Certificate in the report to be provided by the CSEA.
9	Air-borne Delays (in meters)	Minimum 260 meters from the muzzle of the weapon.	Certificate in the report to be provided by the CSEA.
10	Mode of Functioning	Point (Understand) Point (Destroying) with Self-Destruction mechanism (To be specified by the user)	Certificate in the report to be provided by the CSEA.
11	Self-Destruction Time (in sec)	14 to 18.	Certificate in the report to be provided by the CSEA.

Row 1: [Signature]
   
 Row 2: [Signature]
   
 Row 3: [Signature]
   
 Row 4: [Signature]
   
 Row 5: [Signature]
   
 Row 6: [Signature]
   
 Row 7: [Signature]
   
 Row 8: [Signature]
   
 Row 9: [Signature]
   
 Row 10: [Signature]
   
 Row 11: [Signature]








DRAFT REVISED TRIAL DIRECTIVES OF ROUND (GRENADE) 40 MM HE

Serial No.	Parameter	Specification	Method
12	Reliability	90%	10 Rounds will be fired at Max. Extremity and the acceptance criteria will be as under. (a) Premature burst at barrel (over-heat) allowed. (b) Premature burst along the grenade trajectory - not allowed. (c) Primer blowback - Not allowed (d) Round stuck up - Not allowed. (e) Failure to extract cartridge case - None allowed.
13	Accuracy at 75 meters	Grouping of 0.95 m x 0.95 m or smaller on a vertical target of steel 2000 x 2000 x 2mm.	(f) Incomplete burst/ Misfire - 1 out of 10 allowed. 25 out of 30 rds when fired with mechanics round shall have a grouping of 0.95 x 0.95 meters or smaller at a distance of 75 meters on a vertical target of steel pipe with dimensions 2000x2000x2mm.
14	Minig/Radius (in meters)	Minimum 3 meters	Certificate in this regard to be provided by the CEN.
15	Shelf life (in years)	Minimum 10	Certificate in this regard to be provided by the CEN.
16	UN HD	1.1	Certificate in this regard to be provided by the CEN.
17	Compatibility Group	E	Certificate in this regard to be provided by the CEN.
18	Fit for Air Drop	Ammunition should be air dropable and packed inside the boxes.	To be physically checked by the board of officers during demonstration.
19	Compatibility with weapon	40 mm MGL (Breach Loading) and 40 mm UBGL (Breach loading type). The model of the UBGL & MGL to be specified by the tenderer.	

3  
DRAFT REVISED TRIAL DIRECTIVES OF ROUND GRENADE, 40 MM HE

Sr No	Parameter	Specification	Method
20	<p>The following minimum information will be supplied in English language by the manufacturer:-</p> <ul style="list-style-type: none"> <li>(a) Frequency of inspection be clearly mentioned.</li> <li>(b) Parameters for Visual Inspection, Static Proof &amp; Dynamic Proof.</li> <li>(c) Parameters for checking the ammunition as serviceable, unserviceable and repairable.</li> <li>(d) Instructions for breakdown of ammunition (if any) &amp; method of disposal.</li> <li>(e) Instructions for storage of ammunition.</li> <li>(f) Instructions for safe transportation of ammunition by rail, road, sea and by air.</li> <li>(g) Safety features of ammunition be clearly explained in the manual.</li> <li>(h) Illustrated detailed diagrams identifying/depicting all the parts of the ammunition.</li> </ul>	10 Sets.	To be provided by the OEM Firm and the same to be checked by the Expert of Offices.

 (Rajesh Kumar)  
 (Suresh Lakshana)  
 DG, MSG

 Lt Col  
 Lt Col

APPROVED / NOT APPROVED

**(Rajesh Kumar)**  
**Commandant (Proc)**  
**For and on behalf of the President of India**

**OFFER OF STORES**

No. U-II-1270/2019-20-Proc-IV

Dated, the October' 2019

Dear Sir,

I/We hereby **offer to supply** the stores detailed in the schedule hereto 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 all the instructions to Tenderers in the Tender Enquiry 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.

3. All the appendices from 1 to 5, 10 to 14 in Technical bid envelope & appendices No.8 in price bid format online have been submitted duly filled in & signed.

4. The following pages from page No.1 to Page No. \_\_\_\_\_ have been added to and will form the part of this tender \_\_\_\_\_.

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

Yours faithfully

(SIGNATURE OF TENDERER)  
ADDRESS OF THE TENDERER  
DATED \_\_\_\_\_

**SIGNATURE OF WITNESS.**

**ADDRESS** \_\_\_\_\_  
**DATED** \_\_\_\_\_

**DETAILS OF MANUFACTURER**

1. Details of manufacturer.
  - (a) Name :
  - (b) Office :
    - (i) Address :
    - (ii) Telephone :  
Land line :  
Mobile :
    - (iii) Fax :
    - (iv) e-mail :
  - (c) Works :
    - (i) Address :
    - (ii) Telephone :
    - (iii) Fax :
  - (d) Contact person :
    - (i) Office :
    - (ii) Address :
    - (iii) Telephone :  
Land line :  
Mobile :
    - (iv) Fax :
    - (v) e-mail :
2. In case of foreign firm, contact person in Delhi/ India.
  - (a) Name :
  - (b) Address :
  - (c) Name of company :
  - (d) Telephone :  
Land Line :  
Mobile :
  - (e) e-mail :
  - (f) Fax :
3. PAN (It is only for Indian manufacturers and the Indian Agents of foreign OEMs.)
4. Confirm whether you have attached photocopy of PAN Card duly attested.  
(It is only for Indian manufacturers and the Indian Agents of foreign OEMs.)
5. Status
  - (a) Indicate whether you are LSU (Large Scale Unit) or SSI (Small Scale Industries)
  - (b) Are you registered with DGS&D 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 or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), under Single Point Registration Scheme, whether there is any monetary limit.

- (d) In case you are registered with NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), under Single Point Registration Scheme for the item quoted, confirm whether you have attached an attested photocopy of the registration certificate indicating the items for which you are registered.
6. Banker:-
- (a) Name :
  - (b) Address :
  - (c) Telephone :
  - (d) e-mail :
  - (e) Fax :
7. 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.)
8. Whether the tendering firm is Manufacturer of the store specified in the tender:
9. State whether raw materials are held in stock sufficient for the manufacture of the stores.
10. Please indicate the stocks in hand at present time:
- (i) Held by you against this Enquiry.
  - (ii) Held by M/s. \_\_\_\_\_ over which you have secured an option.
11. Do you agree to Sole Arbitration by 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).
12. 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 :-
- (a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
  - (b) If the answer to (a) 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 dispute concerning business of the partnership to arbitration.
  - (c) If the answer to either (a) or (b) is in the affirmative, furnish a copy of either the partnership agreement or the general power of attorney as the case may be.
- N.B.:
- (1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or 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) Where 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.

13. Here state specifically:
- (i) 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. If not state the reasons thereof if any. Also indicate the margin of difference.
  - (ii) 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.
14. Are you (For Indian Manufacturer only):-
- (i) Holding valid Industrial License(s)/Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.
  - (ii) Exempted from the licensing Provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.
  - (iii) 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.
15. State whether business dealings with you have been banned by Min. /Deptt. of Supply/Min. of Home Affairs or any other Indian authorities.
16. Please confirm that you have read all the instructions carefully and have complied with them accordingly.
17. Sale Tax office Address (For Indian Manufacturer only):
18. Income Tax office address.

Signature of Witness:	Signature of Tenderer:
Full name (Block letters)	(1) Full name (Block letters). (2) Address
Address:-	
	(2) Whether signing as Proprietor/ Partner/Constituted Attorney/duly authorized by the Company.

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

Signature of tenderer  
Date  
Name of tenderer

**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 DGS&D for subject store.

YES

NO

b) If yes, Monetary limit  
(Enclose Photocopy  
of Regn. Certificate)

Rs.

(Lakh)

(Without Limit)

c) Validity Date

3. a) Whether registered with NSIC  
or Startups as recognized by  
Department of Industrial Policy  
and Promotion (DIPP), for  
subject stores.

YES

NO

b) If yes, Monetary limit  
(Enclose Photocopy  
of Regn. Certificate)

(Lakh)

(Without Limit)

c) Validity Date

4. Whether you agree to submit advance  
sample if called upon to do so within  
specified period.

YES

NO

5. Whether past supplier of subject store  
to DGS&D or Min. of Home Affairs  
during the last 3 years.  
(If yes, submit performance report  
in enclosed proforma)

YES

NO

6. Terms of delivery: **CIP at consignee location  
in case of Foreign firm and free delivery at  
Consignee's locations in case of Indigenous firms.**

YES

NO

7. Quantity offered \_\_\_\_\_ Nos.

8. a) Delivery period in months from  
date of placement of order \_\_\_\_\_ Months

b) Production capacity per month \_\_\_\_\_ Nos.

- |     |  |                                 |                                |
|-----|--|---------------------------------|--------------------------------|
| 9.  | a) Whether store fully conforms to tender schedule specifications in all respects.   | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
|     | b) If answer to 9(a) is No. Indicate the details of deviation in separate sheet.   |                                 |                                |
| 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"/><br>YES | <input type="checkbox"/><br>NO |
| 11. | Have you enclosed required EMD   | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
| 12. | Do you accept tolerance clause.  | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
| 13. | Do you agree to liquidated damage clause   | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
| 14. | Do you accept Guarantee/warrantee clause   | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
| 15. | Do you accept Arbitration clause   | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
| 16. | Do you accept the conditions of PCIP.  | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
| 17. | Do you agree for Field Trial and its conditions?   | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |
| 18. | Have you ever been blacklisted in your country/abroad by any Govt. /other purchasing agency  | <input type="checkbox"/><br>YES | <input type="checkbox"/><br>NO |

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



**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

Name of Firm/ Organization to whom supply made: \_\_\_\_\_

1. Contract Nos. :
2. Description of Stores :
3. Quantity on order :
4. Value :
5. Original D.P. :
6. Qty. supplied within original D.P. :
7. Final Ext. D.P. :
8. Last supply position. :
9. Reasons for Delay in supplies (if any):

(SIGNATURE OF TENDERER)  
NAME OF THE TENDERER  
ADDRESS OF THE TENDERER  
**DATED** \_\_\_\_\_

**FORM -7**

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

1. Tender No. & Date \_\_\_\_\_ for the supply of \_\_\_\_\_
2. Name and Address of the firm \_\_\_\_\_ :
3. I) Telephone No. Fax/Office/Factory/Works:  
II) Telegraphic address:  
III) Email address:
4. Location of manufacturing works/factory. Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the 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 at 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 \_\_\_\_\_  
(b) Maximum \_\_\_\_\_
9. Details of arrangements for quality control of products such as laboratory etc.
10. (a) Details of Technical/Supervisory Staff incharge 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 THE TENDERER**  
**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.**



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

Whereas..... (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of.....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.....2019.

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

**GUARANTEE/WARRANTY**

- 1) The supplier would declare that the weapon sold/supplied to the purchase 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 Tender Enquiry. The supplier would guarantee that the said weapon would continue to conform to the description and quality aforesaid for a period of **48 month**, from the date of final acceptance of the weapons after completion of JRI. If during the aforesaid period of **48 months**, the said weapons be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the supplier and the purchaser shall be entitled to call upon the supplier 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.
- 2) The supplier shall guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.
- 3) Warranty to the effect that before going out of production for the spare parts the Supplier will give two years advance notice to the purchaser of the weapon, so that the later may undertake the procurement of their balance of the lifetime requirements.
- 4) Warranty to the effect that the supplier shall make available the blue prints of drawing of the spares if and when required in connection with the weapon in case the supplier is considering discontinuing production or unable to supply the said part.
- 5) The supplier shall supply the spare parts of the weapons for 15 years from the date of purchase of the weapons on mutually agreed terms. Supplier shall provide the purchaser a complete itemized spare parts list duly priced annually (by February each year).
- 6) Guarantee/Warranty will be comprehensive i.e. inclusive of Tools, Gauges and Spare Parts and will be implemented as under :-
  - a) Response time after information/ complaint will be 01 (one) week.
  - b) Maximum time for repair/replacement will be 01 month.
  - c) Penalty for Non-repair/Non-replacement beyond the permissible time will be @ 0.5% of the cost of the Un-serviceable weapon per week or part thereof.

Signature of tenderer

Date\_\_\_\_\_

Name of tenderer

TE.No. U-II-1270/2019-20-Proc-IV

Dated, the October', 2019

**PROFORMA FOR PRICE BID**

(TO BE FILLED BY THE BIDDER & ATTACHED ONLINE IN SECOND COVER separately)

**Attached in BoQ format**

Signature of tenderer

Date\_\_\_\_\_

Name of tenderer

TE.No. U-II-1270/2019-20-Proc-IV

Dated, the October', 2019

**PROFORMA FOR PRICE BID**

(TO BE FILLED BY THE BIDDER & ATTACHED ONLINE IN SECOND COVER separately)

**Attached in BoQ format**

Signature of tenderer

Date \_\_\_\_\_

Name of tenderer

**TENDER SAMPLE CLAUSE**

- i) Sample should have a card affixed to it giving particulars of (a) firm's name and address (b) Tender Number (c) Date and time of opening of Tender (d) Item Number of Schedule against which tender sample submitted and (e) Any other description if necessary, written clearly on.
- ii) **a) The vendor quoting for UBGL are required to deposit 50 rounds each of 40 x 46 mm HE, HEDP, Target Marker and Red Phosphorous ammunition (Total 200 rounds). The ammunition as far as possible should be of fresh lot and the type of ammunition that can be fired from the weapon to be specified.**
- b) The vendor quoting for Matching grenades Round 40mm HE are required to deposit 200 rounds of 40 x 46 mm Low Velocity HE (as specified in schedule-VII) that can be fired from the weapon specified in Schedule-VI as tender sample with all standard accessories for trial evaluation at the time of field trial/physical technical evaluation at GC CRPF Gururgam (Haryana) India. Remaining terms and conditions are same as per details given in Para-a above**
- iii) It shall be the sole responsibility of the Tenderer to make their own arrangement for transportation of the tender sample.
- iv) The evaluation of Tender samples will be done by a Board of officers, detailed by DG, CRPF.

Signature of tenderer

Date \_\_\_\_\_

Name of tenderer



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

Reference No. \_\_\_\_\_

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

To,  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

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

Name of Tender / Work: -  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**COMPLIANCE STATEMENT FOR SPECIFICATION OF 40 MM UNDER BARREL GRENADE LAUNCHERS (UBGL)**

1. Name of Item: **40 MM UNDER BARREL GRENADE LAUNCHERS (UBGL)**
2. Brand of Item/Country of origin: \_\_\_\_\_
3. Make & Model: \_\_\_\_\_

Sl. No.	Parameters	Specification	Complied	Not complied	On which page info. available
1	Calibre	40 mm			
2	Feed System	Breech Loaded			
3	Rate of fire	Not less than 5 rounds per minute			
4	Effective Range	Minimum 400 m.			
5	Length	Not more than 400 mm.			
6	Weight	Not more than 1.6 Kg.			
7	Sighting system	Inbuilt sighting system for day and night firing.			
8	Safeties	UBGL should have mechanical and applied safety mechanism.			
9	Operational Temperature	-20° to + 55° C.			
10	Service life	Minimum 1000 rounds/15 years whichever is earlier (certification to be provided by firms)			
11	AMMUNITION Grenades	Compatible with Rounds 40x46 mm .			
12	Compatibility	The UBGL should be able to mount on / compatible with the assault rifle of user organisation to be specified at the time of tendering.			
13	Accuracy	There should be a minimum of 3 hits out of 5 rounds serially fired by a shooter in which weapon is mechanically clamped to a static platform and in normal environmental conditions at an area target of 5m radius placed at a distance of 100 meters.			
14	Interface/ Weapon	To be defined by the user.			

Tenderer are requested to give compliance of each specification whether **40MM UNDER BARREL GRENADE LAUNCHERS (UBGL)** being offered by them is complying with specification or otherwise.

**N.B.** - Tenderer can furnish this statement on a larger sheet of paper if space provided above is found insufficient.

(SIGNATURE OF TENDERER)  
 NAME OF THE TENDERER  
 ADDRESS OF THE TENDERER  
**DATED** \_\_\_\_\_

**COMPLIANCE STATEMENT FOR SPECIFICATION OF ROUND 40 MM HE**

1. Name of Item: **ROUND 40 MM HE.**
2. Brand of Item/Country of origin: \_\_\_\_\_
3. Make & Model: \_\_\_\_\_

Sl. No.	Parameters	Specification	Complied	Not complied	On which page info. available
1.	Calibre	40 X 46 mm			
2.	Length of Grenade (in mm)	103±0.5			
3.	Weight of Grenade (in gms)	Minimum 230.			
4.	Weight of Explosive Charge (in gms)	37±7.			
5.	Muzzle Velocity (in m/s)	76±3.			
6.	Maximum Range (in meters)	400.			
7.	Operational Temperature Range (in Degree Centigrade)	-40°C to +52°C.			
8.	Non Arm Distance (in meters)	8 meters from the muzzle of the weapon.			
9.	All Arm Distance (in meters)	Minimum 28±2 meters from the muzzle of the weapon.			
10.	Mode of functioning	Point Detonating/ Point Detonating with self Destruction mechanism (To be specified by the user)			
11.	Self-destruction Time (in sec)	14 to 19.			
12.	Reliability	90%.			
13.	Accuracy at 75 meters	Grouping of 0.95 m x 0.95 m or smaller on a vertical target of steel 2000x2000x2mm.			
14.	Killing Radius (in meters)	Minimum 5 meters.			
15.	Shelf-Life (in years)	Minimum 10			
16.	UN HD	1.1			
17.	Compatibility Group	E			
18.	Fit for Air Drop	Ammunition should be air droppable and packed inside the boxes.			
19.	Compatibility with weapon	Certificate in this regard to be provided by the OEM.			
20.	The following minimum				

	<p>information will be supplied in English language by the manufacturer:-</p> <p>(a) Frequency of Inspection be clearly mentioned.</p> <p>(b) Parameters for Visual Inspection, Static Proof &amp; Dynamic Proof.</p> <p>(c) Parameters for declaring the ammunition as serviceable, unserviceable and repairable.</p> <p>(d) Instruction for breakdown of ammunition (if any) &amp; method of disposal.</p> <p>(e) Instructions for storage of ammunition.</p> <p>(f) Instructions for safe transportation of ammunition by rail, road, sea and by air.</p> <p>(g) Safety feature of ammunition be clearly explained in the manual.</p> <p>(h) Illustrated/ detailed diagrams identifying / depicting all the parts of the ammunition.</p>	<p>} 10 Sets</p>			
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Tenderer are requested to give compliance of each specification whether **ROUND 40 MM HE** being offered by them is complying with specification or otherwise.

**N.B.** - Tenderer can furnish this statement on a larger sheet of paper if space provided above is found insufficient.

(SIGNATURE OF TENDERER)  
NAME OF THE TENDERER  
ADDRESS OF THE TENDERER  
**DATED** \_\_\_\_\_

**PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2019, between, on one hand, the President of India acting through **Shri Rajesh Kumar, Commandant (Proc.), Dte. Genl. CRPF, MHA**, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **M/s \_\_\_\_\_** represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise required, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **1970 Nos. 40 mm Under Barrel Grenade Launcher (UBGL)** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is **CRPF, MHA, GOI** performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said **1970 Nos. 40 mm Under Barrel Grenade Launcher (UBGL)** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitions will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of BUYER**

- 1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facts found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER`s firm, the same shall be disclosed by the BIDDER at the time of filing tender. The term `relative` for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER`s exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Earnest Money (Security Deposit)**

- 5.1 The amount to be deposited by the bidders as EMD/Security Deposit for the tender shall serve the purpose of Pre contract Integrity Pact:-
- (i) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (ii) Any other mode or through any other instrument (specified as EMD/PSD).
- 5.2 The Security Deposit shall have to remain valid up to a period **of 5 years or till complete** conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by

the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.



6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter ix of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **INDEPENDENT MONITORS:-**

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

a) Shri Vivek Rae, IAS (Retd),  
Ex-Secretary, M/o P&NG, Government of India,  
171 Gulmohar Enclave, New Delhi,  
PIN- 110049.  
Mobile : 9871412828  
Residential : 011-26960724.

b) Smt. Anita Chaudhary, IAS (Retd),  
Ex-Secretary, D/o Land Resources,  
M/o Rural Development, Government of India, Block-T,  
28/11, DLF III, Gururgam,  
Haryana, PIN-122002  
Mobile : 9899111169  
Residential: 01244046619

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

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable

to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and place of Jurisdiction**

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

11. **Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this integrity Pact shall be from date of its signing and extend up **to 5 years or till complete execution** of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer.  
Designation  
Department/MINISTRY

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness  
1. \_\_\_\_\_

Witness  
1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

**PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2019, between, on one hand, the President of India acting through **Shri Rajesh Kumar, Commandant (Proc.), Dte. Genl. CRPF, MHA**, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **M/s \_\_\_\_\_** represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise required, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **1,37,603 Nos. Matching grenades Round 40mm HE** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is **CRPF, MHA, GOI** performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said **1,37,603 Nos. Matching grenades Round 40mm HE** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitions will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of BUYER**

- 1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facts found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER`s firm, the same shall be disclosed by the BIDDER at the time of filing tender. The term `relative` for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER`s exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Earnest Money (Security Deposit)**

- 5.1 The amount to be deposited by the bidders as EMD/Security Deposit for the tender shall serve the purpose of Pre contract Integrity Pact:-
- (i) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (ii) Any other mode or through any other instrument (specified as EMD/PSD).
- 5.2 The Security Deposit shall have to remain valid up to a period **of 5 years or till complete** conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by

the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**6. Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter ix of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **INDEPENDENT MONITORS:-**

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

a) Shri Vivek Rae, IAS (Retd),  
Ex-Secretary, M/o P&NG, Government of India,  
171 Gulmohar Enclave, New Delhi,  
PIN-110049.  
Mobile : 9871412828  
Residential : 011-26960724.

b) Smt. Anita Chaudhary, IAS (Retd),  
Ex-Secretary, D/o Land Resources,  
M/o Rural Development, Government of India, Block-T,  
28/11, DLF III, Gurugram,  
Haryana, PIN-122002  
Mobile : 9899111169  
Residential: 01244046619

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

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER

will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and place of Jurisdiction**

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

11. **Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this integrity Pact shall be from date of its signing and extend up **to 5 years or till complete execution** of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer.  
Designation  
Department/MINISTRY  
Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_



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

**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 with DGS&D or NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP),for the store(s) quoted for the governing specification as per Tender Enquiry	
3.	Tenderers should ensure that their registration with DGS&D and NSIC is valid if they are registered with DGS&D/NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP),and not depositing Earnest Money. They should enclose the latest DGS&D/NSIC or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), registration certificate.	
4.	Tenderers should confirm that their products conform to the governing specifications of the quoted stores as per Tender Enquiry.	
5.	Tenderers should mention their monthly manufacturing / supplying capacity.	
6.	Tenderers should mention in the Tender Enquiry that they accept our delivery terms i.e. they agree to supply stores at consignees' locations at freight, risk and cost of the tenderer.	
7.	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender.	
8.	Tenderers should mention their Delivery Period clearly.	
9.	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry.	
10.	Tenderers should 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 or it is the manufacturer's authorized agent. In case of agent, it should submit valid authority letter(s) of their Principal(s) for the stores they have quoted.	
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 mention their address for communication with Telephone and Fax Number.	
20.	Tenderers should mention that they agree to accept the conditions of the conditions of pre-contract Agreement (hereinafter called the Integrity Pact/PCIP).	

**Signature of the tenderer**

**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) ..... 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:		Authorized signatory with seal
Date		