

INVITATION TO TENDER

118 Battalion, CRPF
Gund, Distt. Ganderbal (J&K)
(MHA, GOI)

No. M-VI-2/2020-21-118-MT

Dated, the December 2020

To, _____

Dear Sir,

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

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

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

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

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

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

6. This tender is not transferable.

Thanking You.

Yours faithfully
-----sd-----28/12/20
Commandant 118 Bn,
Gund, Distt. Ganderbal (J&K)

For and on behalf of the President of India

Schedule to tender
118 Battalion, CRPF
Gund, Distt. Ganderbal (J&K)
(MHA, GOI)

Cost of Tender – : Not Applicable

Schedule to Tender No. : No. M-VI-2/2020-21-118-MT

Time and date of receipt of online tender : **Upto 1100 hrs. on 25/01/2021**

Time and date for online opening of tender : **On or after 1200 hrs. on 27/01/2021**

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

Bidders are advised to go through the Earnest Money, Payment terms and demonstration clause of this Tender Enquiry carefully before filling the Tender.

Tender No.	Description of stores	Qty. In Nos	Specification	EMD (RS)	Cost of Tender Document (Non-refundable (in Rs.))	Date of receipt & opening of tender
M-VI-2/2020-21-118-MT	Partial armouring (Fabrication) of Mahindra Scorpio	01 No.	As per Appendix-A	Rs. 2% of the cost	N/A	Date & Time of pre Bid meeting : 18/01/2021 at 1100 hrs. b) Date and Time of receipt of Tender : 25/01/2021 at 1100 hrs. c) Date and Time of opening of tender : 27/01/2021 at 1200 hrs.

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 tender that Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through e-Procurement site <http://eprocure.gov.in/eprocure/app>.

All firms who are not specifically registered for tendered stores as per specification of Tender Enquiry either with DGS&D or with NSIC/MSME, are required to submit Earnest Money as mentioned above along with their offer. Registration with any other organization will not exempt them from depositing Earnest Money. As per Government policy, PSUs are not exempted from depositing EMD.

1	Purchaser	The President of India.
2	Inspection Authority	The Commandant 118 Bn CRPF, Gund, Distt. Ganderbal (J&K)
3	Inspection Officer	A Board of Officers to be detailed by Commandant 118 Bn CRPF, Gund, Distt. Ganderbal (J&K). The board may consist of technical representatives also.
4	Stores required at	Free delivery at consignee's location. Bidders are required to quote rates on free delivery at Consignee's location basis only. Tenders received on FOR Destination Stations/ Station of dispatch basis or different rates for different destinations shall be summarily rejected.
5	Delivery required by	The delivery of partially armoured (fabricated) Mahindra Scorpio should be completed within 90 days of award of contract.
6	Dispatch Instructions	Partial armoured (Fabricated) Mahindra Scorpio are required to be delivered at Consignee's location at freight, risk and cost of the supplier.
7	Payment Terms	Payment will be released a) On production of provisional receipt of delivery of Partial armoured (Fabricated) Mahindra Scorpio at the consignee's location. b) Inspection Certificate issued by consignee that Partial armoured (Fabricated) Mahindra Scorpio is functioning properly and no deviation is noticed at the time of final delivery. c) Regularization of the case, if supply is made beyond fixed Delivery Period.
8	Price	Rate quoted by the firms should be on firm price basis.
9	Rates, Taxes, and Duties.	Firms should quote rates, taxes, and duties only as per BOQ format provided.
10	Full address/ phone No. of manufacturer.	Bidders should disclose of the place where the stores will be fabricated and offered for inspection.
11	Eligibility conditions.	Only those firms should respond who have experience of partial or complete bullet proofing of vehicles (four or more than four wheels, preferably Mahindra Scorpio of various forces) and who are holding valid manufacturing/ fabricating license and having annual turnover of more than 2 Crore.
12	Experience	Bidders should have an experience of bullet proofing works of at least 10 vehicles (preferably Mahindra Scorpio) in the last three years.
13	Purchaser's rights	(a) CRPF reserves the right to change the consignee and change the quantity of Partial armoured (Fabricated) Mahindra Scorpio allotted to them as per requirement at any stage. (b) CRPF reserves the right to cancel/reject or Scrap the tender without assigning any reason. (c) CRPF reserves the right to increase/decrease the quantity without assigning any reason.
14	Place of submission of tender documents:	All the tender documents whose hard copies only have been called for, duly completed in all respect, are to be submitted in online and offline. The offline documents will be deposited in the tender box (Provisioning) kept at 118 Battalion CRPF, Gund, Distt. Ganderbal (J&K) before specified time and date mentioned in the Schedule to Tender. Late/ Delayed/ Non submission of originals/required online/offline tenders may result in rejection of bid.
15	Technical evaluation of advance sample (Bullet proof material and glass)	The supplier will provide advance sample of Bullet proof material and glass to be used for partial Armouring of Mahindra Scorpio for technical evaluation by the board constituted by the inspecting authority. The bidders shall keep ready Bullet Proof material and glass, as prescribed in the QR, at the time of submission of tender documents. The Board of officers as constituted shall carry out sampling of the material and conduct technical evaluation as laid out in the Trial Directive/QR. A sample of BP steel and BP glass will be retained and kept in custody and the lot and make number of the material will be recorded.

16	Rejection of consignment.	<u>If the supply is found inferior and not confirming to specification, the entire consignment will be rejected at the cost, risk and freight Of the supplier.</u>
17	Security Deposit	(a) <u>The successful firm shall have to deposit a Security Deposit of 10% of the contract value within 20 days</u> of the receipt of supply order for due performance as per provisions contained in Clause 7 of DGS&D-68 (Revised). Failure on the part of the firm to deposit the security deposit within stipulated time, the CRPF reserves the right to cancel the contract. (b) The Performance Security Deposit submitted by the supplier will remain valid at least for 60 days beyond the Guarantee/Warranty period /PCIP whichever is later. (c) If the supplier fails to deliver the Partial armoured (Fabricated) Mahindra Scorpio in a promised period and places a request for extension of time, he will submit an undertaking on non-judicial stamp paper of Rs.10/-duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the <u>guarantee/warranty period</u>
18	Liquidated Damages	In case the firm does not complete the supply within fixed delivery period , liquidated damages including administrative expenses and 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 <u>10% of the total contract price</u> . After the maximum limit of 10% of the contract value, CRPF reserves the right to either extend further or cancel the contract.
19	Inspection Criteria	The first stage of inspection by Board of Officers will take place once the BP steel and BP glass is integrated to the Mahindra Scorpio and other changes in the Mahindra Scorpio is effected but before the painting. The second and last inspection will be after the Mahindra Scorpio is completed in all respects for delivery. In this inspection, workmanship as mentioned in Appendix-“A “will be examined. The cost of such trials to be borne by the supplier. If store is found not complying with the QR, it will be rejected at the risk & cost of the supplier.
20	Tender Samples and evaluation of advance samples.	The bidders shall submit two Nos similar samples (i-e of same manufacturer & specifications/Qualities/dimensions) each of BP glass (500X 500 mm) & BP Steel (300 X 300 mm). The Tender Evaluation Committee shall scrutinize the documents and submit its proceedings to the TPC I Stage, who shall refer the case of the qualified bidders to the Technical Evaluation Committee (TEC) especially detailed. TEC shall proceed to check one of the each of the samples of BP glass & BP Steel of the successful bidders as per trial directive/ QRs. The proceedings of the Technical Evaluation Committee shall be submitted to the TPC which shall consider this report in the TPC II Stage. One Sample will be retained by indenter for future reference.

21. TWO BID SYSTEM

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

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

1. Documents to be submitted in original, manually along with complete TE.
 - i) EMD (if applicable).
 - ii) Tender Acceptance letter.
 - iii) Pre Contract Integrity Pact completed and duly signed in duplicate.
 - iv) Technical Literature
 - v) Compliance statement as per QRs
 - vi) Document as per eligibility condition mentioned at clause 11 of TE.
 - vii) Experience certificate as per experience clause 12 of TE.
2. Documents to be submitted in Scanned Copy along with complete TE (online)
 - i) Tender acceptance letter.
 - ii) Earnest money deposit
 - iii) Performance statement of last three years.
 - iv) FORM 68-A, List No. 1, FORM- 7.
 - v) Questionnaire Appendix-“C”, Appendix-“E”. (should be there)

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

The composite bid i.e. rate indicated in the technical bid “online only” shall be Ignored. Prices should be quoted as per BOQ format provided along with the tender document at e-Procurement site <http://eprocure.gov.in/eprocure/app> ONLY.

22. Tender Documents are available at CPPP e-Procurement site <http://eprocure.gov.in/eprocure/app> as well as on CRPF website (www.crpf.gov.in) which can be downloaded by interested firms free of cost. However bidders are required to submit EMD as applicable, as per tender document while submitting the bids. The Demand Draft/Bank Guarantee should be drawn in favour of **Commandant**, 118 Battalion CRPF, Gund, Distt. Ganderbal (J&K) and original should be submitted to the addressee before opening of the tender.

23. Bidders are not permitted to alter or modify their tenders after expiry of the deadline for receipt of tender till the date of validity of tender and if they do so their earnest money will be forfeited.

24. GUARANTEE/WARRANTY

Guarantee/Warranty of the Partial armoured (Fabricated) Buses/Trucks/ Mahindra Scorpio will be applicable as per details mentioned in QRs/specifications. However the supplier will provide a warranty for 30,000 Kms or 3 years, whichever is earlier for Automobile and 10 years for BP material/composite material parts and 03 years for BP Glass for BP properties. As far as the visibility criteria of the BP Glass are considered, it should be minimum 70%. Supplier shall submit a certificate from the accredited labs to the effect that the BP glass has got a minimum visibility of 70%. The firm will have to guarantee that in case the visibility of the BP glass does become less than 70% within a period of 3 year without the BP glass having suffered any visible mechanical damage, the firm will replace the BP glass free of cost.

The bidder if supplying any material from any manufacturer, he should enclose original authority letter from principal manufacturer of concerned material and that material should have a guarantee of years as mentioned in the previous paragraph. The supplier shall produce all the test sheets in original that is supplied by the principal manufacturer for the relevant material used in the fabrication of partial armouring.

25. OPTION/TOLERANCE CLAUSE :

The CRPF reserves the right to place order to the successful bidder for additional quantity, up to 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. CRPF also reserves the right to reduce the quantity for placing the order.

26. PRE CONTRACT INTEGRITY PACT

Pre-Contract Integrity Pact is to be signed between the CRPF and bidder on the standard Proforma (copy enclosed). Accordingly, all bidders are required to submit 2 copies in original of the `Pre Contract Integrity Pact` duly completed in all respect and signed properly on each page beforehand by the authorized signatories of the bidders and two witnesses as per format, with their tender documents. One copy of the agreement will be returned to the bidder after putting signature of the designated authority of the CRPF. 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.

No separate amount to be deposited for the purpose of PCIP. EMD/Security deposit will be considered as the EMD/Security deposit for safeguarding PCIP.

27. PRE-BID MEETING:

A pre-bid meeting will be held at 118 Bn CRPF, Gund, Distt. Ganderbal (J&K) on 18/01/2021 at 1100 HRS (date be mentioned which is 20 days after publishing of tender.)

31. SPECIFICATION:

Relevant part of QRs will only be handed over to only those concerned firms which fulfill the eligibility criteria as per clause 11 of TE. The relevant part of QR will be provided on their written request in their official letter signed by either head of the division or equivalent officer of the firm authorized for doing so. The letter must contain proper identification of the Company i.e. registration details etc. The letter signing authority must also sign in non discloser letter to CRPF clearly stating that such QRs will only be used for their in house research in production. Un-authorized possession /circulation of same will invite legal action.

Note

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

Yours faithfully

-----sd-----28/12/20
Commandant 118 Bn, CRPF
Gund, Distt. Ganderbal (J&K)

For and on behalf of the President of India

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.

1. All firms who are not specifically registered with NSIC or DGS&D for the stores for which the offers are invited, are required to deposit EARNEST money equivalent to the amount as mentioned in the Tender Schedule, failing which their offer will be summarily rejected.

2. For claiming exemption from depositing earnest money, the tenderer should be registered with NSIC or DGS&D specifically for the stores with specification as mentioned in Tender schedule. Firms which are not specifically registered for the stores with specification as mentioned in the Tender Schedule, either with DGS&D or with NSIC, shall be treated as unregistered and shall be required to deposit earnest money as above.

3. Similarly firms, who are specifically registered for the stores as per specified Specifications with DGS&D/NSIC/MSME, but with a certain MONETARY LIMIT, will be treated as UNREGISTERED for their value exceeding their monetary limit of registration. Such firms shall be required to deposit proportionate earnest money over and above the monetary limit. In case such firms fail to deposit Earnest Money, their offer will be rejected. **Formula for calculation of proportionate EMD is indicated below :-**

(EMD REQUIRED TO BE DEPOSITED BY THE FIRM

(EMD INDICATED IN THE TENDER - 2 % OF THE FIRM'S OWN MONETARY LIMIT.)

4. The Earnest Money can be deposited in any of the following alternative forms :

(a) Fixed deposit receipt in favour of Commandant 118 Battalion CRPF, Gund, Distt. Ganderbal (J&K).

(b) An irrevocable Bank Guarantee of any nationalized/Scheduled Bank.

5. The earnest money shall be valid and remain deposited with the CRPF for the period of **225 days** from the date of tender opening. If the validity of the tender is extended, the validity of the BG/or any other alternate document submitted in lieu of Earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the CRPF.

6. No interest shall be payable by the CRPF on the EM deposited by the tenderer.

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

8. The earnest money of the successful tenderer shall be returned after the security Deposit as required in terms of the contract is furnished by the tenderer.

9. If the successful tenderer fails to furnish the security deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the CRPF.

10. Earnest Money of all the unsuccessful bidders shall be returned by the CRPF as early as possible after the expiry of bids validity, but not later than **30 days** after Placement of contract. Bidders are advised to send a pre receipt challan along with their bids so that refund of Earnest Money can be made in time.

11. Any tender, where the bidders is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the CRPF, shall be rejected.

Yours faithfully

-----sd-----28/12/20

Commandant 118 Bn, CRPF
Gund, Distt. Ganderbal (J&K)

For and on behalf of the President of India

Form 68-A

Tender No. _____

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

From,

Dear Sir,

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

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

-----sd-----28/12/20 (Signature of the Tenderer) Address _____ Here paste coupon in case where coupons are Supplied to contractors on payment (Signature of the Witness) Address _____ Dated _____	Yours faithfully Dated _____
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Instructions for Online Bid Submission

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site through their user ID/password chosen during enrollment /registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the

same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16) Bidder should submit the 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

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: 1-800-233-7315** or send a mail over to – cphp-nic@nic.in.

-X-X-X-X-X-

IMPORTANT INSTRUCTIONS

1. The contract to be concluded will be governed by condition of contract contained in form No. DGS&D-68 (Revised) as amended up to 31-12-91 and those contained in pamphlet No. DGS&D-229 with enclosed amendment (Annexure) & DGS&D Manual.
2. In the event of contract being cancelled for any breach committed and the CRPF affecting re-purchase of the stores at the risk and the cost of the contractor, the CRPF is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.
3. CRPF will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination. The consignee, as soon as possible but not later **than 30 days** of the date of arrival of the stores at destination, notify to the contractor any loss or damages to the stores that may have occurred during the transit.
4. Those firms, who are not specifically registered for the items as per schedule to tender, should submit the following along with their quotation, failing which their offer will be ignored:
 - (a) Name and full address of the banker.
 - (b) Performance Statement and quality control statement in the prescribed form as enclosed (in triplicate)
5. Prices should be quoted as per BOQ Format ONLINE ONLY.
6. Bidders who are past suppliers of the item as per T/E Specification should submit their performance statement in enclosed proforma. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
7. Bidders who are registered with DGS&D/NSIC for this particular item should submit the photocopy of registration certificate with all subsequent amendments.
8. In the event of any part of the buses/Trucks/Mahindra Scorpio being damaged due to the work of bullet-proofing on it, the supplier will bear the entire cost of replacement or repair, a the case may be. The decision of CRPF will be final.

Signature of the Bidder _____
Name in Block Letters _____
Capacity in which Tender signed _____
Full Address. _____

1. The following amendments may be carried out in the pamphlet entitled conditions on contract governing the contracts placed by Central Purchase Organization of Government of India 1991 edition bearing Symbol DGS&D-39 Form No. DGS&D Form No. DGS&D-68 (Revised).

1.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under:-

"Government" means the Central Government.

1.2 The definition of Secretary in clause I(k) page 3 of DGS&D Conditions of Contract may be modified as under:

"Secretary" means Secretary of Min. of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. In such Ministry, Commandant 118 Battalion CRPF, Gund, Distt. Ganderbal (J&K), and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

1.3 Under Clause 2 (c) page 5 of DGS&D conditions of contract, the word "Director General of Supplies and Disposals or heads of his concerned regional offices" may be replaced by IGP, Srinagar, CRPF.

1.4 Clause 24 i.e. Arbitration:-

For: The existing entries.

Read: Arbitration.

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of law, appointed to be arbitrator by Director General CRPF. It will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:-

a. If the arbitrator be a person appointed by the DG CRPF:-

In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for Secretary, Min. of Home Affairs either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator in every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceedings denovo as he may at his discretion decide.

b. It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

c. The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

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.

d. 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.

e. 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.

f. In this clause the expression the DG CRPF means the DG CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.

1.5 Similarly, the reference to DGS&D wherever appearing may be suitably modified to read as DG, CRPF.

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

FORM NO. DGS&D-230

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

-----sd-----28/12/20

Signature of the Tenderer.

LIST NO-1

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

1. Tender No. _____
2. Whether the stores offered fully conform to the Technical particulars and specification drawings, specified by the CRPF in the schedule to tender. If not, mention here details of deviations. :
3. Brand of store offered. :
4. Name and address of bidder. :
5. Station of manufacture :
6. Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations. :
7. Gross weight of consignment (Net weight of each item) :
8. What is your permanent Income Tax A/C No. ? :
9. Please indicate name & full address of your banker in the following format -
 - a) Bank Name, Branch and Bank Account No. (Core bank account)
 - b) IFSC Code
 - c) Whether bank branch is NEFT/RTGS enables or not
 - d) TIN No.
10. 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.)

-----sd-----28/12/20

Signature of the Tenderer

11. If stores offered are manufactured in India, please state whether all raw materials components etc. used in their manufacture are also produced in India. If not give details of materials components etc, that are imported and their breakup of the indigenous and imported components together with their value and proportion it bears to the total value of the store.

12. State whether raw materials are held in stock sufficient for the manufacture of the stores. :

13. Please indicate the stock in hand at present time:-

1. Held by you against this enquiry. :

2. Held by M/s. _____
over which you have secured an option.

14. Do you agree to sole arbitration by an officer of Ministry of Law, appointed by the Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in clause 24 of the general conditions of contract form DGS&D-68 (Revised). (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.) :

15. For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further :-

1. Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. :

2.If the answer to (1) is in the negative, whether there is any general power of attorney executed by all the Partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration. :

3. If the answer to either (1) or (2) is in the affirmative Furnish a copy of either the partnership agreement or the general power of attorney as the case may be. :

-----sd-----28/12/20

Signature of the Tenderer

N.B:

1. Please attach to the tender a copy of either document on which reliance is placed for authority of partners of the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.

2. Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm

16. Here state specifically.

- a. 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 CRPF either foreign or as well as Govt. CRPF. It not state the reasons thereof. If any, also indicate the margin of difference. :

2. In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated. :

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

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

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

FORM-7

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

1. Tender No. & Date _____ for the supply of _____
2. Name and Address of the firm _____ :
3. I) Telephone No. Fax/Office/Factory/Works:
II) Telegraphic address:
4. Location of manufacturing works/Factory. Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____ (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/ fabrication of the stores for which registration has been applied for.
5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.)
6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available).
7. Whether the process of manufacture in factory is carried out with the aid of power or without it.
8. Details and stocks or raw material held (state whether imported or indigenous) against each item.
Production capacity of each item with the existing plant and 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 in charge of production and quality control.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed.
 - (d) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application.
11. Whether partial armouring (Fabrication) of buses/trucks/Mahindra Scorpio were tested to any standard specification, if so copies of original test certificate should be submitted.

Place _____

Date _____

-----sd-----28/12/20

Signature and designation of the Tenderer

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

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

To,
The Commandant 118 Bn,
CRPF, Gund
Distt. Ganderbal (J&K)
Dear Sir,

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

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

wish to participate in the said tender enquiry for the supply of _____
as a bank guarantee against Earnest Money for a sum of Rs. _____
(in words) _____ Valid for 180 days from the date of tender
opening viz. up to _____ is required to be submitted by the Tenderer
as condition for the participation, this bank hereby guarantees and undertakes during the
above said period of 180 days, to immediately pay on demand by _____ in
the amount of _____ without any reservation and recourse if,

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

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

Signature of the Bank Manager

With office seal
Full name of the signatory and full address of the bank.

Date _____
Place _____
Witness _____
(Banker’s Common Seal)

Signature. _____
Printed Name. _____
(Designation) _____

Performance statement for last three years

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

Signature of the Bidder

PRE CONTRACT INTEGRITY PACT GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the **month of _____ 2020**, between, on one hand, the President of India acting through Commandant _____ Bn, CRPF, _____, Gund, Distt. Ganderbal, 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 **01 Nos. Partial armoured (Fabricated) Buses/Truck/Mahindra Scorpio** 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 Partial armoured (Fabricated) **Buses/Truck/Mahindra Scorpio** 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.

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or

intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 The EMD submitted by the vendors will be treated as the EMD/Security Deposit for the purpose of Pre contract Integrity:

- (i) A confirmed guarantee by an Indian Nationalized Bank, promising payment

of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (ii) Any other mode or through any other instrument (specified as EMD/PSD).

5.2 The Earnest Money/Security Deposit shall have to remain valid up to a period of 5 years or till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. **Sanctions for Violations**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

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.

- (vi) 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.
- (vii) 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.
 - (viii) 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.
- (ix) 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. **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.

9. **Law and place of Jurisdiction**

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

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10. **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.

11. **Validity**

- 11.1 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.
- 11.2 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.
12. The parties hereby sign this integrity Pact at _____ on _____

BUYER

Name of the Officer.

Designation

Department/MINISTRY

Witness

1. _____

2. _____

BIDDER

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.

APPENDIX-“A”

**SPECIFICATIONS/QRs FOR PARTIAL ARMoured (FABRICATED)
BUSES/TRUCKS/SCORPIO**

QRs of Partial armoured (Fabricated) Buses/Trucks/Mahindra Scorpio are not being uploaded on website. QR will be given in person to the potential vendor by Commandant 118 Bn, CRPF, Gund, Distt. Ganderbal (J&K) after due verification and on their written request in their official letter signed by either head of the division or equivalent officer authorized for doing so. The letter must contain proper identification of the Company i.e. registration details etc. The letter signing authority must also sign in non discloser letter to CRPF clearly stating that such QRs will only be used for their in house research in production. Unauthorized possession /circulation of same will invite legal action.

Compliance statement as per QRs be submitted alongwith tender documents at tender box (Provisioning) kept at 118 Bn, CRPF, Gund, Distt. Ganderbal (J&K)

-x-x-x-x-x-

CONSIGNEE & DESTINATION

Sl no	Consignee & destination	Quantity
01	118 Bn, CRPF, Gund, Distt. Ganderbal, Srinagar (J&K)	01 No.

APPENDIX-“C”

Check list for tenderer

(Bidders 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.	Bidders should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letter head of the technical bid.	
2.	Bidders should ensure deposit of required Earnest Money Deposit if the tenderer are not registered with DGS&D or NSIC for the store(s) quoted for the governing specification as per Tender Enquiry	
3.	Bidders should ensure that their registration with DGS&D and NSIC is valid if they are registered with DGS&D/NSIC and not Depositing Earnest Money. They should enclose the latest DGS&D/NSIC registration certificate.	
4.	Bidders should confirm that their Partial armoured (Fabricated) Buses/Mahindra /Scorpio /products conform to the governing specifications of the quoted stores as per Tender Enquiry.	
5.	Bidders should mention their monthly manufacturing / supplying capacity.	
6.	Bidders 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.	Bidders should mention that their offer is valid up to _____ days from the date of opening of the tender.	
8.	Bidders should mention their Delivery Period clearly.	
9.	Bidders should mention that they agree to the Tolerance Clause of the Tender Enquiry.	
10.	Bidders should give their past performance in the specified format given in the Tender documents.	
11.	Bidders should mention that they agree to the Arbitration clause of the Tender Enquiry.	
12.	Bidders 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.	Bidders 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.	

-----sd-----28/12/20

Signature of the tenderer

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14	Bidders should ensure that they have duly filled up Equipment and Quality Control Proforma given in the Tender documents.	
15	Bidders should mention that Business dealing with their firms has not been banned by any Govt/ private agencies.	
16	Bidders 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	Bidders should mention their address for communication with Telephone and Fax Number.	

-----sd-----28/12/20

Signature of the tenderer

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

Signature of Tenderer-----sd-----28/12/20

(Full Name and address of the persons signing in Block letters)

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

WORKMANSHIP CRITERIA FOR ACCEPTANCE

General appearance of the vehicle shall not show any evidence of poor workmanship.

The following shall be reasons for rejection:

1. Rough, sharp or unfinished edges, burrs, seam, sharp corners, joints, cracks, and dents.
2. Non-uniform panels. Edges that are not filleted, beveled, etc.
3. Paint runs sags, orange peel, "fish eyes", etc. and any other imperfection or lack of complete coverage.
4. Body panels that are uneven, unsealed, or have voids.
5. Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing etc. such as door, body panels, and hinged panels.
6. Improper body design or interface with the chassis that could cause injury during normal use or maintenance.
7. Improperly fabricated and routed wiring or harnesses.
8. Improperly supported or secured hoses, wires, wiring harnesses, mechanical controls.
9. Loose, vibrating, abrading body parts, components, subassemblies, hoses, wiring harnesses or trim.
10. Interference of chassis components, body parts, doors, etc.
11. Leaks of any gas or fluid lines, (A/C, coolant, oil, oxygen, etc.)
12. Noise, panel vibrations, etc.
13. Sagging, non-form fitting upholstery or padding.
14. Incomplete or incorrect application of rust proofing.
15. Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
16. Incomplete or improper welding, riveting.
17. Visual deformities.
18. Lack of uniformity and symmetry where applicable.
19. Unsealed appurtenances or other body components, gaskets, etc.

In addition, any deviation from specification requirements (after annexure 1) or any other item, whether or not stipulated herein, that affects form, fit, function, durability, reliability, safety, performance or appearance shall be cause for rejection.

Defective components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the approval of Commandant _____ Bn CRPF, _____, Srinagar (J&K). Welded, bolted, and riveted construction utilized shall be in accordance with the highest standards of industry. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity.

-----sd-----28/12/20

Signature of Tenderer with seal

Appendix-“F”

QUESTIONNAIRE ABOUT MANUFACTURER

Appropriate Box and fill the answer correctly. Tenders leaving the box unmarked and questionnaire unanswered shall be rejected)

1. Name & Address of contractor: _____

2. Whether you agree to demonstration of your product if called upon to do so within specified period Yes No

3. 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 Performa) Yes No

4. Terms of delivery: (Free delivery to consignee’s location) Yes No

5. Delivery period in months from the date of placement of order Yes No

6. Acceptance to conditions of contract as Yes No
Contained in DGS&D-68 (Revised) amended up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached.

7. Have you enclosed required Earnest Money? Yes No

08. Do you accept tolerance clause: Yes No

09. Do you accept Liquidated damage clause: Yes No

10. Have form No. 68 A and List No.1 of T.E. signed by witnesses. Yes No

11. Do you accept Guarantee/Warranty clause: Yes No

12. Do you accept Arbitration clause: Yes No

13. Do you accept Delivery period: Yes No

14. Do you accept the Pre Contract Integrity Pact (P.C.I. P.) : Yes No

15. Do you accept the conditions of free Training as per TE : Yes No

16. Have you enclosed the technical brochure/literature? Yes No

17. Do you have the required after sales service in the given States. : Yes No
(Undertaking to be attached separately)

18. Whether your firm has ever been blacklisted/ Banned? Yes No

19. Have you submitted compliance statement? Yes No

1. Do you agree to provide all reports for the materials used by the firms from accredited labs and agree to submit at the time of handing over of sample vehicle. Yes No

2. Whether the accessories / fitments / spares and technical expertise of automobile are easily available in the Indian market at various places and manufacturer/ supplier of the Partial armoured (Fabricated) **Buses/Truck/Mahindra Scorpio** agrees to enclose a list of such all India locations as described at Para 35 (A) Product Support (1) of QRs/specification. Yes No

3. Whether Manufacturer and / or Supplier of the Partial armoured (Fabricated) Buses/Trucks/Mahindra Scorpio has its own setup or through a Joint Venture/ Consortium with Indian OEMs for All India After Sales Service, Maintenance and Repairs, particularly in North East Region, LWE affected States comprising of Chhattisgarh, Jharkhand, West Bengal, Bihar, Odisha, Maharashtra, Andhra Pradesh, UP and J&K, or any other States where such activities may spread in future (At least one such Field Repair / Maintenance Facility in J&K state)

Yes

No

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Signature of bidder: Name in Block letters :

Capacity in which : Tender is signed

Full Address :

:
:
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