

INVITATION TO TENDER

Government of India, Ministry of Home Affairs
Office of Deputy Inspector General, SHQ (DDN)
Indo Tibetan-Border police.

Government of India/Ministry of Home Affairs
Distt- Dehradun (UKD) PIN-248146
Fax No: 0135-2761160. E mail: itcellddn@itbp.gov.in.
ISO 9001: 2015 Certified

Tender No- ITBP/SHQ (DDN)/PROV/MOH/2020-21 **1370** Dated, **12/03/2020**

On behalf of the President of India, DIG (DDN), ITBP Seemadwar Dehradun (UK) invites an open tender for the MOH, Meat dressed, Chicken (live), Chicken dressed, Fresh Fish, Eggs, for the period from 01/04/2020 to 31/03/2021 for Unit of SHQ, Dehradun (UKD) (FBN, Joshimath 8th, Gaucher 12th, Matli 23rd, Seemadwar, Dehradun, Bhamidanda & Mahidanda). For the details of the schedule of equipment of tender enquiry enclosed.

S. NO.	Description of store/ service	Validity of completion of supply/ Services	Qty	Earliest Money Deposit to be submitted (in Rs.)	Tender Value (in Rs.)	Place of Services
1	Description as per attached list App. 'A'	06Month	As per App. 'A'	As Mentioned in Tender Form	7,99,91,385/- Approx	Respective Unit HQs/Location i.e. Joshimath Gaucher Matli, Mahidanda and Seemadwar (UKD)
Name of organization		Indo-Tibetan-Border Police SHQ (DDN), Seemadwar, Dehradun (UKD)				
Date of publication on website		at 1600 hrs on dated 12/03/2020				
Document download start Date		at 1630 hrs on dated 12/03/2020				
Document download end Date						
Seek Clarification start Date		at on dated				
a) Seek Clarification End Date		at on dated				
b) Pre bid date & time		-				
a) online Bid submission start Date		at 1700 hrs on dated 12/03/2020				
b) online Bid submission End Date		at 1500 hrs on dated 21/03/2020				
Bid opening date		at 1200 hrs on dated 23/03/2020				
The Purchaser		President of India				
Inspection Authority		Respective Unit Commandants and Sample to be checked by Board of Officers				
Inspection Officer		Board of Officer of ITBP SHQ DDN				
Stores Required at (Consignee)		All Respective Unit BHQ/THQ.				
Delivery Period		(a) For Indian Suppliers- Within 7 days from the date of issue of AT(Supply Order). (b) ITBP reserves the right to extend this date as per merit.				
Place of Procedure & Submission of EMD/Sample etc:		ITBP SHQ Seemadwar Dehradun				

2. The conditions of contract which will govern the contract include those contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time which have been issued before issuance of this Tender. **Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.**

3. The above manuals are available with latest amendment on website of Ministry of Finance, Govt of India and can be downloaded from the www.finance.gov.in


4. If you are in a position to quote for the supply of these stores in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be filled in, signed and submitted through e-procurement site.

5. Public Procurement order (preference to Make in India, 2017) issued by Department of Industrial Policy and Promotion, **Ministry of Commerce & Industry**, Govt. of India, vide their letter dated 15.06.2017 and notification issued by **Ministry of MSME** under section 11 of Micro, Small and Medium Enterprises Development **Act 2006** shall also be taken into consideration in procurement of Goods & services.

6. You are requested to study the tender document completely and ensure all documents and annexure to the tender are completely and correctly filled in, signed and stamped where applicable and then upload on CPP portal.

7. CPP Portal is e-procurement system run by National Informatics Centre (NIC). **Any technical problem** related to uploading the technical bid by participant bidder will be addressed by NIC and their helpline team. No assistance in any manner will be provided by ITBP and no request on this behalf will be entertained for extension of tender as well as for acceptance of hard copy.

8. This Tender is **NOT** transferable.


Dy. Inspector General
For and on behalf of the President of India
उप-महाबिरीसक
Dy. Inspector General
सेण्ट्रल (देहरादून), भा०सि०सी०पुलिस
SHQ (DDN) ITBP

INSTRUCTIONS TO BIDDERS

Government of India, Ministry of Home Affairs

Office of Deputy Inspector General, SHQ (DDN)

Indo-Tibetan-Border police.

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Distt- Dehradun (UKD) PIN-248146

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For and on behalf of the President of India, the Dy. Inspector General (DDN) Seemadwar Dehradun (UK) i invites advertise tender enquiry / OTE through online tenders under Two Bid System (Technical and Financial Bid) on the prescribed form, for purchase of the following stores MOH, Meat dressed, Chicken (live), Chicken dressed, Fresh Fish, Eggs. as detailed in this schedule to tender:-

Sl No.	Description of store	Qty
As per Schedule of Requirement (Chapter-V and QR/TD at chapter VI) and details of items Unit/Location wise requirement and 1 st Half and 2 nd Half of year is given below .		

Name of Consignee Units	MOH/ Pahari/Plain (Kgs)	Meat Dressed (Kgs)	Chicken (Live) (Kgs)	Chicken Dressed (Kgs)	Fresh Fish (Kgs)	Nosof Eggs.	Earnest Money (Refundable) (in Rs.)
FOR FIRST HALF W.E.F 01-04-2020 TO 30-09-2020							
1st Bn. Joshimath	48852	0	20839	0	3400	359197	376000.00
8th Bn. Gauchar	33816	0	9017	0	2365	400880	292000.00
12th Bn. Matli	24002	0	11356	0	3387	259955	206000.00
23rd Bn. Seemadwar	0	5690	0	5702	4438	179118	110000.00
23rd Bn. Joshimath	10197	0	2036	0	0	77754	70000.00
35th Bn. Mahidanda	16041	0	10694	0	2586	201245	150000.00
TOTAL	132908	5690	53942	5702	16176	1478149	1204000.00
FOR 2ND HALF W.E.F 01-10-2020 TO 31-03-2021							
1st Bn. Joshimath	48852	0	20838	0	3400	359196	376000.00
8th Bn. Gauchar	33815	0	9017	0	2365	400879	292000.00
12th Bn. Matli	24002	0	11356	0	3387	259955	253000.00
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23rd Bn. Joshimath	10197	0	2035	0	0	77753	70000.00
35th Bn. Mahidanda	14978	0	9596	0	2572	200145	141000.00
Total	131844	5690	52842	5702	16116	1477046	1242000.00

2. This tender enquiry has the following chapters and appendices:

i	Chapter I	Invitation to tender (NIT)	Page-01-02
ii	Chapter II	Instructions to bidder	Page-03 to 7
iii	Chapter III	Instructions for online bid submission	Page-8 to 9
iv	Chapter IV	Eligibility and qualification criteria	Page-10
v	Chapter V	Schedule of requirement	Page-11
vi	Chapter VI	Technical specification & QR & TDs	Page-12
vii	Chapter VII	General condition of contracts	Page-13 to 19
viii	Chapter-VIII	Special condition of contract	Page-20
ix	Chapter IX	Standard Forms to be filled & uploaded by bidders:	
	Appendix 1	Proforma for compliance statement for specification/QR & TD	Page-21
	Appendix-2	Offer of Stores	Page- 22
	Appendix-3	Details of participating firms	Page-23 to 24
	Appendix-4	Manufacturing details of India OEM & System Integrator	Page- 25 to 26

	Appendix-7	Performance Statement Format	Page- 27
	Appendix-8	Bank Guarantee Format for furnishing Earnest Money (EMD)	Page- 28
	Appendix-10	Proforma for e-payment	Page- 29
	Appendix-11	Security Clearance Detail	Page- 30
	Appendix-12	Declaration Certificate to be furnished by bidder	Page- 31
	Appendix-13	Integrity Pact	Page-32 to 35
	Appendix-14	Enlistment Application form	Page-36
	Appendix-15	Check list for tenderers	Page-37
	Appendix-15	Abbreviation Of Model Tender Enquiry	Page- 38

3. All tender documents inclusive of NIT, instructions to bidder, special condition, schedule of requirement, QR & TD and all other relevant document are available at e-Procurement site <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download the same and go through in detail. 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 only through on line e-Procurement site**<https://eprocure.gov.in/eprocure/app>.


4. Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before uploading the tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. **Tenderer are also advised to go through checklist.**

5. Tenderers must ensure that they have gone through with complete tender documents and read thoroughly all terms & conditions, schedule of requirement, tenders QRs/TDs. Tenderer will upload the declaration certificate for the same purpose. All questionnaire alongwith the various forms & annexure will be signed in column & on each page and uploaded with their offer, as it is, without any modification/alteration.

6. In case of any difference between the conditions mentioned in tender enquiry and the specification/QRs, the condition given in the specifications will be binding.

7. Each the Tenderer can quote product/products of one OEM only.

Sign of the Tenderer


Dy. Inspector General (DDN)
For and on behalf of the President of India

उप-महानिरीक्षक
Dy. Inspector General
देवमुठ (देहरादून), भा.सि.सी.पुलिस
SHQ (DDN) ITBP

28. **Currency of Bidding** :- In Global and Open tender where the foreign bidder are allowed to quote price in RBI's notified basket of foreign currency i.e US Dollar or EURO or GBP or Yen in addition to the Indian Rupee except for expenditure incurred in India which should be stated in Indian Rupee. Indian bidders are to quote in Indian Rupee (INR) only.

29. **Submission of the proposal in TWO BID SYSTEM:** All bidders are required to submit their offers in two bid. The details is as under:-

29.1 TECHNICAL BID:- It must contain the following:

29.1.1 Tender documents duly completed and signed but without indicating the rate quoted(Scanned copy)

29.1.2 Earnest Money in given schedule format or copies of MSME registration certificates for subject store with monetary limit, if any / EMD in the shape of National Saving Certificate, Bank Guarantee or Fixed Deposit duly pledged in favor of Deputy Inspector General (Dehradun), ITBP. The draft should be payable at state bank of India, Seemadwar, Dehradun (UK)(Scanned copy).

29.1.3 Clause by clause compliance to specifications

29.1.4 All forms & annexure of T.E. duly filled and signed by the bidder.

29.1.5 Other Documents

- i) Scanned Copy of PAN Card with scanned copy of last three years Income Tax Return. (I.Tax 2017-18, 2018-19 & 2019-20)
- ii) Scanned Copy of GST registration certificate.
- iii) FSSAI Certificate indicating Name of all items to which tender submitted and should be **vailed** for financial year 2020-21
- iv) Scanned Copy of EMD alongwith letter clearly indicating Name of Units & Location to which EMD is submitted.
- v) Original EMD alongwith letter clearly indicating Name of Units & Location to which EMD is submitted Must deposit in favor of Deputy Inspector General (Dehradun), ITBP, on or before **23/03/2020 up to 1000 hrs.**
- vi) Financial Stability Certificate up to Rs. 30,00,000/- from Nationalized/ Recognized Banks.
- vii) Scanned copy of tender documents after fill-up duly signed.
- viii) Any other relevant documents which the Bidders wished to submit.

29.2 COMMERCIAL BID

- i. Tenderers should submit price bid(BOQ) Filled in as per format available in Appendix-9 of Chapter-VII and upload the same on **CPP Portal <http://eprocure.gov.in/eprocure/app>**.
- ii. Shall contain "Financial Bid" on the prescribed form BoQ where firm will quote his offer for the store w.e.f 01.04.2020 to 30.09.2020 in r/o 1st Bn and 23rd Bn THQ Joshimath, 8th Bn-Gauchar 12th Bn-Matli, 23rd Bn BHQ Seemadwar & 35th Bn-Mahidanda BoQ -1 and w.e.f 01.10.2020 to 31.03.2021 in r/o 1st Bn and 23rd Bn THQ Joshimath, 8th Bn-Gauchar 12th Bn-Matli, 23rd Bn BHQ Seemadwar & 35th Bn-Mahidanda BoQ -2
- iii. The tenderer should give break up of their prices in terms of basic price, applicable GST.
- iv. Firm will submit no profiteering certificate as explained in GST Section 171" (in PDF).

30. **Evaluation of the Proposal** -A two stage procedure will normally be adopted:-

30.1 Stage-I: Offer of the firm will be initially examined in accordance to the eligibility criteria of bidder, availability of uploaded complete tender documents along with essential forms & annexure duly filled and signed. Suitable EMD or exemption certificate thereof.

30.1.1 Evaluation of Technical Bids and method of Functional Demonstration/ Physical evaluation of the stores to assess their suitability against the laid down QR's/TDs.

30.1.2 It will be tenderers responsibility to submit the samples on the appointed date, time and place. Purchaser reserves the right to extend the date & time of above functional evaluation as per merit.

30.1.3 In case of imported stores, no assistance, except providing End User Certificate if necessary, and certificate that equipment has been called for trials by ITBP in response to tender will be provided by the purchaser.

30.1.4 The tenderers will have to obtain import license/permission/NOC etc. from MHA/ DGFT / Collector of Customs, IGI Airport, New Delhi and landing permit from DGCA themselves.

30.1.5 The consignment will have to be cleared from customs etc. by the firm/their representative & deposited at specified location as intimated by ITBP. **No requests in any manner shall be entertained in this regard.**

ii) Stage-II:- Financial Evaluation

30.1.6 The price bids of only those firms will be opened whose stores as per schedule of requirement have been found meeting the all parameters of QR's/TDs. The Price Bid will be evaluated accordingly.

30.1.7 For evaluation and comparison of offers on **equitable** basis, all the quoted prices (with different currencies) will be converted into a single currency i.e. INR as per the selling exchange rates established by RBI/SBI as **prevailing on the date of opening of Tender.**

30.1.8 Successful bidder will be evaluated on the basis of net lowest cost to the Govt.


30.1.9 To provide level play field, the evaluation of commercial bids shall be carried out among all category bidders i.e. foreign OEM, OEM from SEZ/EOUs and other indigenous OEM. The applicable custom duty & IGST/GST payable or foregone shall be added on basic price of each unit.

30.1.10 Ranking for consideration Lowest one (L-1) will be decided on the basis of DDP (Delivered Duty Paid) cost per unit or delivery to consignee basis. It is clarified that commercial bid of Foreign bidders, Indian distributor of Foreign OEM, Indian manufactures & their authorized distributor, Indian SEZ manufacture and Indian System Integrator will be compared on the basis of DDP cost per Unit only.

31. Criteria for awarding the contract :-

Evaluation of successful L-1 bidder will be based on eligibility criteria, qualification criteria, QR compliant equipment / store and L-1 price.

Sign of the Tenderer



Dy. Inspector General (DDN)
For and on behalf of the President of India
34-महानगरिका
Dy. Inspector General
सेन्ट्रल (देहरादून), नेशनल इंस्टीट्यूट ऑफ
SHQ (DDN) ITBP

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 to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the contractors/bidders through e-mail ID provided. Bidder need to login to the site through' their user ID / password chosen during enrollment / registration.
- 3) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n Code/e Mudra or any Certifying Authority recognized by CCA India on e Token/SmartCard, should be registered.
- 4) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 5) 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. 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.
- 6) 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.
- 7) Bidder then logs into 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 e Token/Smart Card to access DSC.
- 8) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder. From my tender folder, he selects the tender to view all the details indicated.
- 9) 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.
- 10) 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 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 12 black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 11) 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.
- 12) 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.
- 13) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 14) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 15) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 16) 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.

- 17) 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. 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.
- 18) Tenderers should fill up price bid as per format available in Appendix-9 of Chapter-VII and upload the BOQ sheet in **CPP Portal <http://eprocure.gov.in/eprocure/app>**
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) For any queries regarding e-tendering Process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

Sign of the Tenderer


 Dy. Inspector General (DDN)
 For and on behalf of the President of India
 न्यायिक
Dy. Inspector General
 देहली (देहरादून), भारत
 SHQ (DDN) ITBP

ELIGIBILITY AND QUALIFICATION CRITERIA

1 Eligibility Criteria :-

- a) Only those firms should respond who are the manufacturer of the stores specified in the tender specifications or their authorized distributor having technical capability on behalf of their principal OEM, to provide after sales service including spare parts on fixed rates, maintenance tools free training & periodical maintenance during warranty period and AMC/CAMC period
- b) Product of one OEM will be presented by one bidder only.
- c) Foreign distributor/agent/reseller of foreign OEM is not eligible for this tender.

Note:- ITBP reserves the right to verify the OEM status through all available means security clearance and other examination report. On any adverse report bid will be rejected at any stage of tendering or cancellation of supply order.

1.1 Indian Distributor of Indian OEM:- N/A

1.2 Foreign OEM:-

- 1.2.1 Foreign OEM of the tendered equipment is eligible for participation but they must have after sales service centre with qualified technician in India which is **registered** with MSME/NSIC or any other concerned Govt. agency. (Details of service centre must be filled in Appendix – 4)

OR

Foreign OEM who are not having service facility in India will provide 05 years warranty with deposit of 10 percent Performance bond in addition to given warranty period of Tender. Downtime response for repair shall be maximum 15 days.

- 1.2.2 In countries where manufacturers are authorized to export such equipment only through their authorized Govt. marketing agency, such agencies will be allowed to bid. The tenderer must furnish a certificate from the manufacturer and their Govt., with the tender, certifying the authenticity of this requirement, failing which their tender will be summarily ignored. The Foreign Manufacturers of the tendered stores will have to specify in the tender document, details of the after sales service to be provided after expiry of warranty period.

1.3 Distributor / Business Partner of foreign OEM :-N/A

1.4 System Integrator and Customized service provider –

- (a) Indian firms who are System Integrator and Customized service provider of tendered equipments are eligible to participate in tender subject to essentially meeting the following conditions :-
- (b) They must have after sales service centre along with Lab/workshop for periodical maintenance & repair in throughout India.
- (c) MOU with foreign principal/OEM or Indian OEM for major part of the equipment to be used in Integration to provide tender required equipment. This should be minimum of two years validity.
- (d) **Enlistment form** & other relevant details as given Appendix '14'. This may be used to enlist Indian Distributor/Seller
- (e) Performa invoice of OEM to system integrator

2. **Qualification criteria:-** Supplier past performance, experience, technical competence and production capacity of the tendered goods, financial strength to handle the contract successfully and compliance with environmental protection regulation will be taken into account to ascertain the appropriate qualification.

3. Criteria for determining the responsiveness of bid :-

All factors will be taken into account for evaluating the bids on common platform and criteria for awarding the contract to responsive and most advantageous bidder.

If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

Sign of Tenderer


Dy. Inspector General (DDN)
For and on behalf of the President of India

Dy. Inspector General
शेखपुरा (देहरादून), भा.वि.सी.पुलिस
SHQ (DDN) ITBP


SCHEDULE OF REQUIREMENT

ITBP/SHQ (DDN)/PROC/PROV/MOH/2020-21

Dated,

Name of Consignee Units	MOH Pahari/Plain (Kgs)	Meat Dressed (Kgs)	Chicken (Live) (Kgs)	Chicken Dressed (Kgs)	Fresh Fish (Kgs)	Nosof Eggs.	Earnest Money (Refundable) (in Rs.)
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Total	131844	5690	52842	5702	16116	1477046	1242000.00

Signature of the tenderer


 Dy. Inspector General (DDN)
 For and on behalf of the President of India
 34-महानिरीक्षक
 Dy. Inspector General
 शे.मु. (देहरादून), भा.सि.सो.पुलिस
 SHQ (DDN) ITBP

GENERAL CONDITIONS OF CONTRACT

1. All appendices, attached with the TE, should be duly filled in and are sacrosanct for considering any offer as a complete offer.
2. The **conditions of contract**, which will govern any contract made, are contained in the:
 - 2.1 The conditions of contract which will govern any contract made are **contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA, CVC** and other relevant departments of Government of India from time to time till date of issue of this tender.
 - 2.2 Public Procurement order (preference to Make in India, 2017) issued by Department of Industrial Policy and Promotion, **Ministry of Commerce & Industry**, Govt. of India, vide their letter dated 15.06.2017 and notification issued by **Ministry of MSME** under section 11 of Micro, Small and Medium Enterprises Development Act 2006 shall also be taken into consideration in procurement of Goods & services.
 - 2.3 **Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general conditions.**
3. **Amendments:-**

The amendment made by Central Government from time to time in policy and instructions will be adhere to.
4. **Definition :**

"Secretary" means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Special Secretary, Additional Secretary, Joint Secretary or Director or Deputy Secretary in Ministry of Home Affairs. Director General, Inspector General, Dy. Inspector General in ITBP (MHA) 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.
5. **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 referred to the Sole Arbitration of the DG, ITBP, Min. of Home Affairs or of some other person appointed by him. 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:

 - 5.1 If the arbitrator be the DG, ITBP, Ministry of Home Affairs:
 - i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to Proceed with the reference himself or to appoint another person as Arbitrator : or
 - ii) In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator.
 - 5.2 If the arbitrator be a person appointed by the DG, ITBP, Min. of Home Affairs:- 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 the DG, ITBP, 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, ITBP, Min. of Home Affairs in place of the outgoing Arbitrator, as the case may be to act on the record of the Proceedings as then taken in the arbitration, or to commence the Proceedings de novo, as he may at his discretion decide.

6. EARNEST MONEY DEPOSIT

- 6.1 All firms who are not registered as MSEs as defined in Procurement Policy issued by MSME for the subject stores for which the offer is being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.
 - 6.2 For claiming exemption from depositing earnest money, tenderer should be registered with MSEs 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.
 - 6.3 Earnest money can be deposited in only any one of the following forms:
 - 6.4 A Fixed Deposit Receipt drawn in favour of **Dy. Inspector General, SHQ Dehradun**ITBP payable at **SBI IMA Dehradun Bank IFSC SBIN0000739**.
 - 6.5 An irrevocable Bank Guarantee (BG) in Indian Rupees in the format supplied with the tender of any Indian Nationalized/Scheduled Bank.
 - 6.6 The earnest money shall be valid and will remain deposited with the purchaser for the period the offer is valid. If the validity of the tender is extended, the validity of EM document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the period shall not be considered by the Purchaser.
 - 6.7 No interest shall be payable by the purchaser on the EM deposited by the tenderer.
 - 6.8 The EM 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.
 - 6.9 The EM of the successful tenderer shall be returned after the security deposit is furnished as per AT. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
 - 6.10 **EMD** of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of **Earnest Money** in time.
 - 6.11 Any tender received from firm which is not registered with MSMEs as Micro & Small Enterprises for the tendered stores, and is not accompanied with required **Earnest Money** in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.
 - 6.12 In place of bid Security, Bidders to sign a Bid Security declaration accepting that if Firm withdraw or modify their bids during the period of validity or if Firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, Firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the Bids.
7. **GUARANTEE/WARRANTY:-**
- 7.1 Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/ Stores/articles/equipment sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract.
 - 7.2 The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 1 Week/**Months** from the date of receipt of goods/articles/stores/equipment in good condition at site by the consignee in case of supply contracts and twelve months from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commissioning is involved and notwithstanding the fact that the purchase/inspection authority has inspected and/or approved the said goods/stores/articles/equipment or such if during the 1 week/ **Months** the said goods/stores/articles/equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase/consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment 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

9. PATENT AND OTHER INDUSTRIAL/ INTELLECTUAL PROPERTY RIGHT

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. The tender shall indentify the Purchaser against all claims from a third party at any time on account of 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 supplied, irrespective of the fact of infringement of any or all the rights mentioned above.

10. 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 of advantage of the resultant contact or any part thereof.

11. PENALTY FOR USE OF UNDUE INFLUENCE:

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 Contract or Forbearing top do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on h is behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed 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 Purchase to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. 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. 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 favor in relation to this or any other contract, shall render.

12. PAST PERFORMANCE:-

Bidders must enclose performance statement for the previous years in the Performa supplied with the tender as per appendix-7. The decision on the assessment of the past performance of the tenderer by DG, ITBP is final.


13. SPECIAL CONDITIONS:

13.1 Fall Clause

13.1.1 The Bidder undertakes that he has not supplied/is not supplying the similar 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 and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India 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.


13.1.2 The bidder shall strive to accord the most favored customer treatment to the buyer in respect of all matter pertaining to the present case.

Signature of the tenderer


Dy. Inspector General (DDN)
For and on behalf of the President of India
उप-महानिरीक्षक
Dy. Inspector General
देहरादून (देहरादून), ग्रांटिफिकेड पुलिस
SHQ (DDN) ITBP

- 18.1.1 The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
- 18.1.2 The seller is declared bankrupt or becomes insolvent.
- 18.1.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.
- 18.1.4 In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T.
- 18.1.5 Any incorrect information regarding eligibility criteria and other tender condition furnished by the bidder found at later stage than A/T(Supply order) will be cancelled along with forfeiture of security deposit/performance bond.
- 19 Bulk supplies in the case of successful Tenderer should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in Chapter-IV.
- 20 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.
21. **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 this effect.**
- 22 For any change in terms and condition of tender/tender specifications, the Tenderers are requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.
23. **Any query/Representation** be addressed to Dy. Inspector General , SHQ Dehradun, ITB Police, Seemadwar Dehradun .Telephone & Fax No 0135-2628998

Signature of the tenderer


Dy. Inspector General (DDN)
For and on behalf of the President of India
उप-महानिरीक्षक
Dy. Inspector General
देहमुठ (देहरादून), भा.सि.पुलिस
SHQ (DDN) ITBP

Proforma for Compliance Statement for Specification/QR&TDs :

(a) Name of Item :

(b) Brand of Item :


(c) Country of origin :

(d) Make & Lot No. :

(e) Tenderers are requested to give Compliance of each Specification whether equipment being offered by them is complying with Specification or otherwise as per proforma below:-

Sr. No.	Technical Specification/ Qualitative Requirements	Complied	Not Complied. If not complied attach deviation statement	Page No. in the Tech. literature attached/enclosed with tender which specifically confirms this

Signature of the tenderer


Dy. Inspector General (DDN)
For and on behalf of the President of India

उप-सहायक
Dy. Inspector General
देहमुठ (देहरादून), भा. ति. सी. पु. लि.
SHC (DDN) ITBP

DETAILS OF PARTICIPATING FIRMS

1.	a) Details of authorized signatory of participating Bidder. Name Address Email & website, if any Telephone and fax no.	
	b) Capacity in which filling the tender, Indian OEM/Foreign OEM/Distributor of Indian OEM/Distributor of Foreign OEM/Indian System Integrator or PSU (Please specify if in any other category)	
	c) In case of foreign firm, contract person in Delhi/India and his relationship with tenderer i) Name & Address iii) Relationship with tenderer iv) Telephone/FAX v) vi) E-mail	
2.	Whether registered with MSME or Distt Industry Centre (DIC) for subject store as manufacturer MSE (Micro & Small Enterprises). If yes, upload photocopy of following :i) Registration Certificate Validity Date ii) Tendered store is covered or not iii) Specify Monetary Limit in Rs. iv) Production capacity per month	
3.	Whether past supplier of subject store to any Government Organization in India or Abroad during the previous years. (If yes, submit performance statement in Performa enclosed in tender).	
4.	a) Delivery Period in months from the date of placement of order. b) Monthly rate of supply c) Offer validity d) Payment Terms e) Guarantee/Warranty f) Model offered	
5.	Whether stores fully conforms to Tender Schedule Specifications in all respects.	
6.	State whether business dealings with you have been banned with Min./Deptt of Supply/Ministry of Home Affairs/Any Central Government Ministry or Department/Any State Govt. ? If yes, then give the details otherwise upload the self declaration certificate with technical bid.	
7.	GSTax Assessment/Return Office Address:	
8.	Income Tax Assessment/Return office address	
9.	Income tax clearance certificate & PAN No	
10.	After sales service centre along with lab/ Work shop for periodical maintenance & repair in NCR Region which is MSME/NSIC or any other concerned central Govt. agency (i) Registration details with validity (ii) Location building owned or leased (iii) Address with nearest Police Station (iv) Detail must be field in annexure attached	
11.	Details of MOU with foreign principal/OEM & Indian OEM for tendered item for a period of minimum two years. (i) Name of OEM (ii) No. of items including tendered equipment for MOU (iii) Specific period and validity of MOU. (iv) Warranty/Guarantee & availability of spares, repairs & Price reasonability having ownership of liability by OEM for tendered	

MANUFACTURING DETAILS OF INDIAN OEM & SYSTEM INTEGRATOR
(To be compulsory filled by Indian OEM or their Authorized Distributor)

Tender No. & Date _____ For the supply of _____

1.	Details of Manufacturer	
	a) Name	
	(i) Office	
	(ii) Address	
	(iii) Telephone	
	Mobile	
	(iv) Fax	
	(v) e-mail	
	b) Work/Factory/Lab	
	(i) Address	
	(ii) Telephone	
	Landline	
	Mobile	
	(iii) Fax	
	(iv) e-mail	
	Name & Designation of Contract Person :	
2	Ownership of Manufacturing Works/Factory/Lab	
	(a) Manufacturer/OEM having their own premise must upload Documentary evidence for the same : Brief details thereof	
	(b) In case you are having leased/rented premise for manufacturing/integration/works, documentary: evidence be uploaded. Brief details thereof.	
	(c) 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 upload a valid legal agreement that the factory of (Here indicate the name of the firm whose factory is being utilized) has been put at your disposals for the manufacture/fabrication of the stores for which registration has been applied for.	
3.	Brief description of the factory/workshop/lab	
	(a) covered area & Open area , :	
	(b) Whether area comes under Govt authorized Industrial/commercial place for the same :	
	(c) Power connection with load capacity and Issued in the name of :	
	(d) Functional departments of manufacturing/works divided into, details thereof)	
4	Details of Plant and machinery erected and functioning in each department	
	(a) Make & model of main machine	
	(b) Date of purchase & commissioning	
	(c) Life of the Machine	
	(d) Details of subsidiary and associated machinery & equipment.	

Signature of the tenderer

Dy. Inspector General (DDN)
 For and on behalf of the President of India

उप-सहायक निरीक्षक
 Dy. Inspector General

शेअरुओ (देहरादून), भाओतिलेओसीओपुलिल
 SHQ (DDN) ITBP

PERFORMANCE(SUPPLY) STATEMENT FOR PREVIOUS YEARS

Name of Firm _____


S. No.	Order Placed By whom, with Order No. & Date	Store	Qty	Value	Delivery Period	Remarks (To include Reasons for Delay/ Cancellation/ Complaints etc.)
1						
2						
3						
4						
5						
6						

Note: Firms to submit performance report of similar kind of work, executed for the Govt. Organizations of the last three years.

Appendix-9

As per previous Performa of Price bid, mention GST in place of sales tax/VAT

Signature of the tenderer


 Dy. Inspector General (DDN)
 For and on behalf of the President of India
 उप-महानिरीक्षक
 Dy. Inspector General
 क्षेत्र 0 (देहरादून), भा. अतिरिक्त पुलिस
 SHQ (DDN) ITBP

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS.

A. DETAILS OF ACCOUNT HOLDER –

Name of account holder	
Complete contact address	
Telephone number/Fax/E-mail	

B. BANK ACCOUNT DETAILS:-

Bank name	
Branch name with complete address, telephone number and E-mail	
Whether the branch is computerized?	
Whether the branch is RTGS enabled? If yes, then what is the branch's IFSC code?	
Is the branch also NEFT enabled?	
Type of bank account (SB/current/cash credit with 10/11/13)	
Complete bank account number (new)	
MICR code of bank	
Name & address of the beneficiary/ payee	
IFSC (Indian financial system) code	

C. DATE OF EFFECT –

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed, or not effected at all for reasons of Incomplete or Incorrect Information, I would not hold the user Institution responsible. I have read the option Invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

(.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)


Date:

(.....)

Signature of the Authorized Official from the Bank

- Please attach a photocopy of Cheque along with the verification obtained from the Bank.
- In case your Bank Branch is presently not "RTGS enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above Performa to the Department at the earliest.

Signature of the tenderer


 Dy. Inspector General (DDN)
 For and on behalf of the President of India

34-~~...~~
Dy. Inspector General
 शेठमु० (देहरादून), भा० ति० सी० पुलिस
 SHQ (DDN) ITBP

CERTIFICATE TO BE SIGNED BY THE TENDERER

DECLARATION CERTIFICATE

It is certified that I/We have read over and understood all instructions contained in tender enquiry and its schedule along with policy matter given in Rules of contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time till date of issue of this tender, placed by the Central Purchase Organization of the Government of India", as amended up to date. I/We have also understood that any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.

2. It is declared that all Appendix and forms given in Chapter IX and all other required documents are properly filled stamped and signed as correct and updated in best knowledge of bidder. This will be in support of bidders eligibility, qualification and responsiveness of their bid.

3. It is declared that all requisite Appendix, questionnaire and format given in Chapter-IX are duly signed, stamped and uploaded on CPP portal well before last date and time

4. Bidder is responsible for the correctness of the information filled in the Bid documents and shall be responsible for legal course of action in case of any mischief, incorrect, misleading fact or declaration found in their technical bid and other relevant documents. In that case they would also be liable for suspension of business, debar from participation in ITBP along with other CAPF (MHA) tender.

Signature of tenderer:- _____

Name in block letters: _____

Name of firm: _____

Full address: _____

Telephone No.


Mobile No.

Fax No.

Email id

Website


Signature of the tenderer


Dy. Inspector General (DDN)
For and on behalf of the President of India
30-11-2017
Dy. Inspector General
सेठमु० (देहरादून), भा० सि० पी० पुलिस
SHQ (DDN) ITBP

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:-
- 6.1 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.
- 6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly 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 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 disfavor to any person relation to the Contract or any other Contract with the Government.
- 6.3 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.
- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
7. **Previous Transgression**
- 7.1 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.
- 7.2 If the Bidder 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.

Signature of the tenderer


Dy. Inspector General (DDN)
For and on behalf of the President of India
Dy. Inspector General
देहमुठ (देहरादून), भा० लि० सी० पुलिस
SHQ (DDN) ITBP

- vii) To recover all sums paid in violation of the Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- viii) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close 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 of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- ix) 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, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- x) In case 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

Note:- The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of the competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived or by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

11. **Fall Clause**

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar 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 and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India 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.

11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matter pertaining to the present case.

12. **Examination of Books of Accounts**-In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

13. **Law and Place of Jurisdiction**- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. **Shq DDN**.

14. **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.

15. **Validity**

15.1 The validity of this integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

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

16. The Parties hereby sign this Integrity Pact at _____ on _____

BUYER

Witness

1. _____

2. _____

BIDDER

Witness

1. _____

2. _____

Signature of the tenderer

Dy. Inspector General (DDN)
For and on behalf of the President of India

Dy. Inspector General

शेकनु 0 (देहरादून), भारतीय सीमा पुलिस
SHQ (DDN) ITBP

CHECK LIST FOR TENDERERS

Before submission/uploading of tender documents, Tenderers should check they have complied with the following requirements:

Sl. No.	Requirements to be checked before submission of the tender	Complied (YES or NO)	Indicate Page No.
1.	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this uploaded.		
2.	If registered with NSI/DIC/KVIC/MSME Udhog Aadhar and copies of valid registration certificate uploaded.		
3.	If an SSI/MSE(Micro Small Enterprises), it has been mentioned in tender & copy of valid registration certificate uploaded.		
4.	Monthly manufacturing & supplying capacity has been mentioned in the tender documents.		
5.	Complete tender documents have been uploaded, after digital signature & stamping on all pages.		
6.	Signatures of witness with full name and address have been added wherever required on tender document.		
7.	Proposal has been submitted in two bid system – Technical Bid & separate Commercial Bid as per tender enquiry.		
8.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.		
9.	Delivery Terms & Period as per tender has been accepted and mentioned in tender.		
10.	Payment Terms as per tender have been accepted and mentioned in tender.		
11.	Compliance statement in format required in tender has been uploaded along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.		
12.	Performance(supply) statement for previous years as required in tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.		
13.	Warranty terms as per tender accepted		
14.	If called for in tender, Details of AMC/CAMC condition after warranty period have been included in price bid.		
15.	Status of tenderer has been clearly written in tender – manufacturer or manufacturers authorized distributor/System Integrator/ Customized service provider. If authorized distributor, valid authority letter/MOU for the stores quoted has been uploaded.		
16.	If called for trial, tendered equipment will be deposited well in time before trial board detailed by ITBP on given date, time & place along with necessary documents and lab report.		
17.	Lab test report from NABL accredited lab as required in tender, in original, giving clear verdict as per requirement of tender has been enclosed.		
18.	Acceptance of Functional Demo clause, as required in tender, has been specified in writing.		
19.	Free Training on use of equipment after supply, as specified in tender, has been accepted in writing.		
20.	Condition of contract have been accepted and specifically written in tender documents.		
21.	The following Performa enclosed with tender have been properly & completely filled in, signed & stamped. Offer of stores(Appendix-2) Details of participating firms(Appendix-3) Manufacturing details of Indian OEM /Foreign OEM (Appendix-4)/ (Appendix-5) Service Center & Workshop (Appendix-6) Declaration Certificate (Appendix-12) Enlistment form (Appendix-14)		
22.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt/Private agency.		
23.	If the tenderer wants to mention any specific condition, it must be uploaded alongwith technical bid but on separate letter head and not in the tender documents. Such condition mentioned in any other document will not be given any consideration.		
24.	Security Clearance Detail of Foreign Representative must be uploaded with visa and passport details. Bidder can give nomination of more than one foreign rep. for NCNC demo, trial & training but nomination cannot be changed after opening of technical bid because it requires substantial period of time for getting security clearance		
25.	Indigenous bidder must be prepared to offer the product/Eqpt for trial on short notice after hearing from the Purchaser/ TEC.		

Signature of the tenderer

Dy. Inspector General (DDN)
For and on behalf of the President of India

उप-महानिरीक्षक
Dy. Inspector General

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SHQ (DDN) ITBP