

INSTRUCTIONS TO BIDDERS**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

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ISO 9001: 2015 Certified

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Tender No. ITBP/SHQ (DDN)/ TENDER AMC/2019-20

Dated- 24 JUNE -2019

For and on behalf of the President of India, the Dy. Inspector General (DDN) Seemadwar Dehradun (UK) invites advertise tender enquiry / OTE through online tenders under Two Bid System (Technical and Financial Bid) on the prescribed form, AMC of Small EPABX EXCHANGE MAKE-KAREL MODEL DS-200 AND F.C.B.C as detailed in this schedule to tender:-

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

i	Chapter I	Invitation to tender (NIT)	Page-01
ii	Chapter II	Instructions to bidder	Page-02 to 04
iii	Chapter III	Instructions for online bid submission	Page-05 to 07
iv	Chapter V	Schedule of requirement	Page-08
v	Chapter VII	General condition of contracts	Page-09 to 14
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Xi	Appendix-11	Security Clearance Detail	Page- 20
Xii	Appendix-12	Certificate to be signed by the tenderer	Page- 21
xiii	Appendix-13	Pre- integrity certificate	Page-22 to 25

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 along with the various forms & annexure will be signed in column & on each page and uploaded with their offer, as it is, without any modification/alteration.

Sign of the Tenderer

Dy. Inspector General (DDN)
 उप सचिव (डी.डी.न.)
 For and on behalf of the President of India
Dy. Inspector General (DDN)
 क्षेम. (डी.डी.न.) भा. वि. सी. पु. बल
SHQ (DDN) ITBP Force

INSTRUCTIONS TO BIDDERS

(This Tender Set is not transferable)

8	Name of EQPTS.	EPABX EXCHANGE MAKE-KAREL MODEL-DS-200 AND FCBC
9	(a) Earnest money deposit	Rs 1000/- As mentioned in Chapter –II (Tender Form)
10	Date of publication on website	at 1600 hrs on dated 25/06/2019
11	Document download start Date	at 1630 hrs on dated 25/06/2019
12	Document download end Date	No Need
13	Seek Clarification start Date	at ----- on dated -----
14	a) Seek Clarification End Date	at -----on dated-----
	b) Pre bid date & time	-
15	a) online Bid submission start Date	at 1700 hrs on dated 25/06/2019
	b) online Bid submission End Date	at 1500 hrs on dated 16/07/2019
16	Bid opening date	at 1600 hrs on dated 17/07/2019
17	The Purchaser	President of India
18	Inspection Authority	DIG SHQ DDN ITBP Seemadwar Dehradun (UKD)
19	Inspection Officer	Board of Officer of ITBP SHQ DDN
20	Stores Required at (Consignee)	SHQ (DDN) (As mentioned Chapter-II)
21	Delivery Period	N/A
22	Place of Procedure & Submission of EMD etc:	ITBP SHQ DDN Seemadwar Dehradun

Original payment instrument in respect of EMD, duly completed in all respects is to be submitted at. TELECOM Branch at SHQ Dehradun, ITBP Seemadwar Dehradun (UKD) 248146 by 16/07/2019 up to 1500 hrs. The copy of this document must be uploaded along with technical bids by the bidders for transparency. Late/Delayed/Non submission of originals would result in rejection of bid during online bid opening. **Hard copy of bids will not be accepted.**

23. Form of Earnest Money Deposit (EMD):

The EMD having validity of 45 days beyond the final bid validity period be deposited in the following form only on or before opening of Tender(Technical Bid): Bid/ offer validity is 90 days from the date of tender opening.

23.1 **Fixed Deposit Receipt**, drawn in favor of **Dy. Inspector General SHQ Dehradun , ITBP Seemadwar Dehradun (UKD) 248146** .

23.2 **An irrevocable Bank Guarantee (BG)** of any Indian Nationalized/Scheduled Bank in Indian Rupees, in the format supplied with the tender.

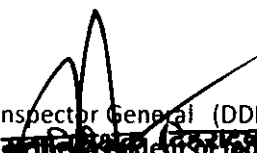
24. **Bid/ Offer Validity** : - 365 days from date of tender opening. In the absence of any indication in the tender documents submitted, of the date up to which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the schedule to tender.

25. **Extension of Bid validity & Earnest Money** : if the validity of the tender is extended, the validity of the Bid & Earnest Money will also have to be suitably extended by the tenderer failing which their tender shall not be considered by the purchaser after the expiry of the aforesaid period.

26. **Clarification on Specifications/QR** :- No such requests will be entertained by the purchaser after clarification end date.

27. **Right of Bidders** :- Bidder can ask in writing about bidding condition, bidding process and / or rejection of their bid. The reasons for rejecting a tender or non issuing of tender document to prospective bidder must be disclosed where enquiries are made by the bidder.

Sign of the Tenderer


 Dy. Inspector General (DDN)
 For and on behalf of the President of India
 Dy. Inspector General (DDN)
 डी.इं.जी. (डी.डी.नं.) का.नि.सी.पु.बल
 SHQ (DDN) ITBP Force

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.
- 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
 - a) Scanned Copy of PAN Card with latest Income Tax Return and GSTN
 - b) Firms registration documents
 - c) Experience Certificate

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. Financial Bid on the prescribed form BOQ (Bill of Quantity) where firm will quote his offer for the AMC of SMALL EPABX EXCHANGE MAKE-KAREL MODEL DS-200 AND F.C.B.C for the period from 01.08.2019 to 31.07.2020 in SHQ (DDN). **If firm wish not to quote Rate for any items cell should be blank. Do not entered 0 (zero) in respective cell.**
- 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.

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.

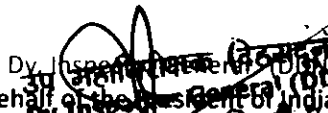
30.1.7 For evaluation and comparison of offers on equitable basis, all the quoted prices (with different currencies) will be converted into a single currency i.e. INR as per the selling exchange rates established by RBI/SBI as prevailing on the date of opening of Tender.

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

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 (Dehradun)
For and on behalf of the Deputy Inspector General (DDN)
By: 
डे.इं.जे. (देहरादून), भा. नि.स.स. सुरक्षा
SHQ (DDN) ITBP Force

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/Smart Card, 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 openers 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](mailto:cppp-nic@nic.in).

Sign of the Tenderer

Dy. Inspector General (ITBP)
राम नारायण सिंह (अधीक्षक)
For and on behalf of the President of (Dy. Inspector General (ITBP))
अधीक्षक (अधीक्षक), भा.ति.सी.पु.बल
SHQ (DGN) ITBP Force

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, additional spare parts on fixed rates, maintenance tools, free training & periodical maintenance during warranty period and AMC/CAMC period.

1.1 The authorized distributors would also give an undertaking in such cases as follows :-

1.1.7 that he will be responsible for all the contractual obligations including quality aspect, replacement of part/item and warranty/guarantee, periodic maintenance, supply of additional spares & maintenance tools and AMC/CAMC obligations and.

N.B.: Tenders which do not comply with the above stipulations are liable to be ignored.

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 in given Appendix'14'. This may be used to enlist Indian Distributor/Seller.
- (e) Proforma 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 the Tenderer

Dy. Inspector General (DDM)
मा. वि. नि. वि. क. (दे. मु. बल.)
For and on behalf of the President of (DDM)
Dy. Inspector General (DDM)
दे. मु. (दे. मु. बल.) मा. वि. सी. पु. बल.
SHQ (DDM) ITBP Force

SCHEDULE OF REQUIREMENT

Tender No. _____

S. No	Description of Equipments	Qty (in No.)	Rate	Remark
COMPUTER SYSTEM (DESKTOP)				
1.	Small Epabx Exchange Make-Karel Model Ds-200 And F.C.B.C	01		

Signature of the tenderer

Dy. Inspector General (DDN)
For and on behalf of **श्री. सु. नि. शि. क. दि. हरिद्वार**
Dy. Inspector General (DDN)
श्री. सु. नि. शि. क. दि. हरिद्वार, मा. ति. सी. पु. बल
SHQ (DDN) ITBP Force

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 & service of equipments on behalf of the President of India.

- 5 **ARBITRATION**

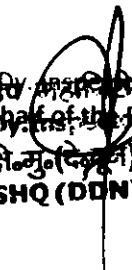
In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall referred to the 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.

- 5.3 It is further a term of this contract that no person other than DG, ITBP, Min. of Home Affairs or 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.
- 5.4 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.
- 5.5 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.
- 5.6 Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration Proceedings under this clause.
- 5.7 The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, ITBP at his discretion may determine.
- 5.8 In this clause the expression DG, ITBP, Min. of Home Affairs, means the DG, ITBP for the time being & includes, if there be no DG, ITBP, the officer who is for the time being the administrative head of the ITBP. Min of Home Affairs whether in addition to other functions or otherwise.


For and on behalf of the Tenderer (DDN)
शे.मु.दिव. (DDN), भा.ति.सी.पु.बल
SHQ (DDN) ITBP Force

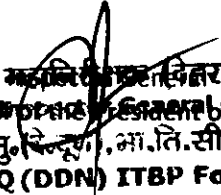
Signature of the tenderer

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 favor 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 2 **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 discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.

- 7.3 Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed Price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.
- 7.4 Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.
- 7.5 Warranty to the effect that they will make available the blue prints of drawing of spares if and when required in connection with the main equipment.
- 7.6 Penalty for non-commercial period of the equipment will be @ 0.5% of the individual equipment per week or part thereof after expiry of repair/replacement period of 30 days for each occasion of defect.
8. **PRICE:** The Price quoted shall be on firm and fixed basis subject to no variation whatsoever during the currency of the contract.

Signature of the tenderer


For and on behalf of the General (DDN)
SHQ (DDN) ITBP Force

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 contract 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 proforma 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)
उप महानिरीक्षक (देहसदन)
For and on behalf of the President of Bidder
By: Inspector General (DDN)
के.मु.देवदत्त, भा.ति.सी.पु.बल
SHQ (DDN) ITBP Force

13.2 **RISK PURCHASE CLAUSE**

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

15. **LAWS GOVERNING THE CONTRACT**

The contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

16. **JURISDICTION OF COURT:**

The Court of the Nainital (UK)/New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration Proceedings shall be held at Nainital (UK)/New Delhi, India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.

17. **FORCE MAJEURE CLAUSE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final all unused, undamaged and acceptable materials, brought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchase elect to retain.

18. **TERMINATION OF CONTRACT**

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

18.1.1 The service provider is declared bankrupt or becomes insolvent.

18.1.2 In case Sec Dep or Performance Security is not furnished within the time period specified in the A/T.

18.1.3 Any incorrect information regarding eligibility criteria and other tender condition furnished by the bidder found at later stage then 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 **भारतीय सिपाही बल**
Dy. Inspector General (DDN)
डो.सु.(दे.दून) भा.ति.सी.पु.बल
SHQ (DDN) ITBP Force

Special condition of contract

IMPORTANT CONDITIONS/INSTRUCTIONS TO TENDERERS TERMS AND CONDITIONS

1. Do not remove the schedule from the tender form. The rates should be quoted strictly as per appendix "A" attached with each tender form.
2. Condition telegraphic and incomplete tender form shall be rejected.
3. The Dy. Inspector General (DDN), I.T.B.Police Seemadwar Dehradun (Uttarakhand), reserve the right to accept/reject any offer without assigning any reason thereof.
4. The rates will be final and no variations will be accepted after acceptance of tender.
5. Documents related to experience of works should also be submit with the tender form.
6. Any quotation which stimulates any alternative to any other conditions laid down in the tender document and schedule or which proposes any conditions of any description what so ever will be liable for rejection.
7. AMC Period TWELVE MONTHS i.e. W.E.F. 01-08-2019 to 31-07-2020.
8. Quarterly visit of service engineer to attend the exchange in normal functioning.
9. In case of sudden fault occurred, the service engineer will immediate attend the exchange on hearing from this office.
10. Replacement of any defective parts of exchange will be included in AMC. No extra payments will be made for these jobs.
11. Features like ,Busy tone, DND Alarm and any other programming if required the same is to be accepted and executed by the firm .
12. Mode of payment: - Quarterly basis at the end of every Quarter on satisfactory service.

2. BREACH OF CONTRACT

If the supplier commits any breach of any of the provisions of the tender documents and schedule the department reserves the right to cancel the affected installment of the contract at the risk and cost of supplier or to extend the delivery period at the request of supplier and at the discretion of the department with further terms and conditions.

It is affirmed that I/We have read and understood the terms and conditions laid down in the tender form and its schedules and the allied implications thereof and agree to abide by same.

IMPORTANT CONDITIONS/INSTRUCTIONS TO TENDERERS

1. Any quotation which stimulates any alternative to any other conditions laid down in the tender document and schedule or which proposes any conditions of any description what so ever will be liable for rejection.
2. AMC Period i.e. W.E.F. 01.08.19 TO 31.7.2020.
3. Quarterly visit of service engineer to attend the SMALL EPABX EXCHANGE MAKE-KAREL MODEL DS-200 AND F.C.B.in normal functioning.
4. In case of sudden fault occurred, the service engineer will immediate attend the office on hearing from this office.
5. Repair of SMALL EPABX EXCHANGE MAKE-KAREL MODEL DS-200 AND F.C.B. Agmatel and replacement of any defective parts of machine will be included in AMC. No extra payment will made for the jobs.
6. Mode of payment:- Quarterly basis at the end of every quarter on satisfactory service.

Signature of the Tenderer

Dy. Inspector General SHQ (DDN)
For and Behalf of the President India
Dy. Inspector General (DDN)
क्षेत्र (दिल्ली), भा.ति.सी.पु.बल
SHQ (DDN) ITP Force

OFFER OF STORES

Tender No. _____

Full Name and Address: Post Box No. : (It should be quoted in all communications to this office.)

Contractors Telegraphic Address: Telephone No(s) : Fax No. : City Code used :
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To

The Dy. Inspector General
SHQ,DDN , ITB Police
Seemadwar Dehradun 248146

Dear Sir,

I/We hereby offer to service the SMALL EPABX EXCHANGE MAKE-KAREL MODEL DS-200 AND F.C.B.detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the instructions of contract which will govern by Rules 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.

3. The following pages have been added to and form part of this tender.

- (a) _____
- (b) _____
- (c) _____
- (d) _____

Yours faithfully,

SIGNATURE OF WITNESS
ADDRESS:

(SIGNATURE OF TENDERER)
ADDRESS:
DATED:

Signature of the tenderer

Dy. Inspector General (DDN)
 For and on behalf of the President of India
 उप निरीक्षक (देहरादून)
 Dy. Inspector General (DDN)
 को.मु. (पु.पु.), वा.वि.सी.पु.बल
 SHQ (DDN) ITBP Force

DETAILS OF PARTICIPATING FIRMS

1.	<p>a) Details of authorized signatory of participating Bidder.</p> <p>Name Address Email & website, if any Telephone and fax no.</p> <p>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)</p> <p>c) In case of foreign firm, contract person in Delhi/India and his relationship with tenderer</p> <p>i) Name & Address iii) Relationship with tenderer iv) Telephone/FAX v) vi) E-mail</p>	
2.	<p>Whether registered with MSME or Distt Industry Centre (DIC) for subject store as manufacturer MSE (Micro & Small Enterprises). If yes, upload photocopy of following</p> <p>i) Registration Certificate Validity Date ii) Tendered store is covered or not iii) Specify Monetary Limit in Rs. iv) Production capacity per month</p>	
3.	<p>Whether past supplier of subject store to any Government Organization in India or Abroad during the previous years. (If yes, submit performance statement in proforma enclosed in tender).</p>	
4.	<p>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</p>	
5.	<p>Whether stores fully conforms to Tender Schedule Specifications in all respects.</p>	
6.	<p>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.</p>	
7.	<p>GST Assessment/Return Office Address:</p>	
8.	<p>Income Tax Assessment/Return office address</p>	
9	<p>Income tax clearance certificate & PAN No</p>	
10	<p>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</p> <p>(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</p>	
11.	<p>Details of MOU with foreign principal/OEM & Indian OEM for tendered item for a period of minimum two years.</p> <p>(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 equipment.</p>	
12.	<p>Essential documents for distributor of Indian OEM. In case of Indian distributor of Indian OEM, they must produce undertaking certificate in accordance to Clause 1.1 of Chapter IV of Tender Enquiry.</p>	

13. Essential documents for distributor of Foreign OEM
In case of Indian Distributor/seller of foreign OEM, then must fill in the Enlistment application form attached as Annexure 14.
14. Proforma invoice of OI-M to system integrator
15. Any criminal or civil case pending against firm or owner of the firm (Furnish details thereof).
16. Do you agree to sole arbitration by Secretary, Ministry of Home Affairs or by other some other person appointed by him as provided in Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF (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).
17. For Partnership Firms state whether they are registered or not registered under India Partnership Act, 1932.
Should the answer to this question by a Partnership firm be in the affirmative, please state further
(a) Whether the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
(b) If the answer to (a) is in the negative, Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
18. 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 purchaser either foreign or as well as Govt Purchaser. If not state the reason thereof. If any, also include the margin of difference.
(b) 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.

Signature of Tender : _____

Name in Block letter _____

Capacity in which : _____

Tender signed

Full Address : _____

Signature of the tenderer

Dy. Inspector General (BIN)
उप महा निरीक्षक (दिहराद्वे)
For and on behalf of the President (DDW)
By. Inspector General (DDW)
दे.मु. (दिहराद्वे), भा.ति.सी.पु.बल
SHQ (DDN) ITBP Force

PERFORMANCE (SUPPLY) STATEMENT FOR PREVIOUS YEARS

Name of Firm _____

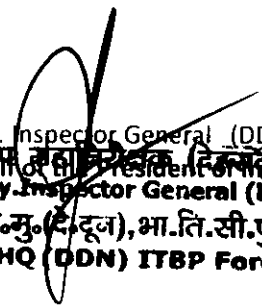
S. No.	Order Placed By whom, with Order No. & Date	Store/ service	Qty	Value	Delivery Period	Remarks (To include Reasons for Delay/ Cancellation/ Complaints etc.)
1						
2						
3						
4						
5						
6						

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 proforma 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 Resident of Force
 Dy. Inspector General (DDN)
 को.मु. (द.दू.) भा.ति.सी.पु.बल
 SHQ (DDN) ITBP Force

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/f 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 10/11/18)	
Complete bank account number (new)	
MICR code of bank	
Name & address of the beneficiary/ payee	
IFCS (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

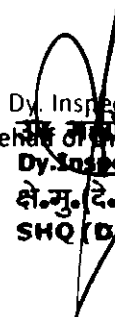
Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date: (.....)
Signature of the Authorized Official from the Bank

1. Please attach a photocopy of Cheque along with the verification obtained from the Bank.
2. 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

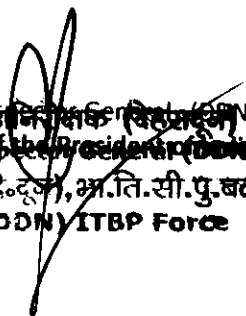

 Dy. Inspector General (DDN)
 For and on behalf of the President of India
 Dy. Inspector General (DDN)
 क्षे.सु.(दे.द.न), भा.ति.सी.पु.बल
 SHQ (DDN) IT&P Force

SECURITY CLEARANCE DETAILS

Name	
Father's Name in full/ Nationality	
Date of Birth	
Place of Birth	
Nationality	
Passport Number	
Issued by	
Valid till	
Indian Visa Number	
Visa Validity	
Present Address	
Name of the Firm	
Designation	
Address in India Name of the firm/institution whom representing/address/contact numbers	
Meeting requested with	
Place of meeting	
Date & time of meeting	
Lap Top Serial No.(If you plan to take with you for meeting	

Note :- In case of foreign rep, must enclose with Technical Bid.

Signature of the tenderer


 By: **महानिरीक्षक (विहाराज)**
 For and on behalf of the President (DDN)
दी.गु.दे.दू.अ, भा.ति.सी.पु.बल
SHQ (DDN) ITBP Force

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 **श्री. जे. एन. शर्मा (दि. रा. रा. रा.)**
Dy. Inspector General (DDN)
क्षेत्र. मु. (दि. दू. की), भा. ति. सी. पु. बल
SHQ (DDN) ITBP Force

PRE- INTEGRITY PACT CLAUSE

GENERAL :-

1. Whereas the PRESIDENT OF INDIA, represented by ITBP, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores, and M/s _____, represented by, _____ (Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/ has offered the stores.
2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

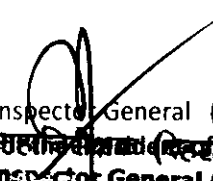
3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
 - 3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - 3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer commits itself to the following:-

- 4.1 The Buyer undertake that no official of the 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, favor 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.
- 4.2 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.
- 4.3 All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such proceeding 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 facie 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 as 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.

Signature of the tenderer
Commitments of Bidders


Dy. Inspector General (DDN)
For and on behalf of
Dy. Inspector General (DDN)
शे.सु. (दे.दु.ल), आ.ति.सी.पु.बल
SHQ (DDN) ITBP Force

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, favor, 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, favor, 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 favor 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)
रथ मर्यादाधिक (दिहरादन)
For and on behalf of the President of Bidder
Dy. Inspector General (DDN)
के.मु. (दे.के.), भा.ति. सी.पु. घल
SHQ (DDN) ITBP Force

8. Earnest Money/Bid Security

8.1 Every bidder, while submitting online bid, shall deposit specified amount as Earnest Money/Bid Security, with the buyer through any of the following instruments:-

(i) A confirmed Bank Guarantee/ FDR by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, 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 for payment. A model Bank guarantee format is enclosed.

8.2 The Earnest Money/Bid Security shall be valid up to a period as mentioned in Chapter-II of T.E. or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Bid Security shall be refunded by the buyer to those bidder(s) whose bid(s) does/do not qualify for negotiation by the Tender Purchase Committee (TPC), as constituted by the Buyer, immediately after a recommendation is made by the TPC on the bid (s) after an evaluation.

8.3 In the case of 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.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include 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 Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. **Company Code of Conduct-** Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one 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 proceedings with the other bidder(s) would continue. The Earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- iii) 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, 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 defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- iv) To encash 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.
- v) To cancel all or any other Contracts with Bidder.
- vi) To debar the Bidder from entering into any bid from the Government of India for minimum period of five years, which may be further extended at the discretion of the Buyer.

Signature of the tenderer

Dy. Inspector General (DDN)
For and on behalf of the Government of India
Dy. Inspector General (DDN)
शे.मु. (नि.सू.), भा.ति.सी.पु.बल
SHQ (DDN) IT&P Force

- 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. New Delhi.

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 up to 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

BIDDER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Signature of the tenderer

Dy. Inspector General (DDN)
 For and on behalf of the Government of India
Dy. Inspector General (DDN)
 क्षेत्रीय कार्यालय, मा. ति. सी. पु. बल
SHQ (DDN) ITBP Force