

**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

Fax No: 0135-2761160, E mail: itcellddn@itbp.gov.in.

ISO 9001: 2015 Certified

Tender No. No ITBP/SHQ (DDN)/PROV/Fresh/2020 21 **5284**Dated, **01/10/20**

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, for purchase of the following stores (**Potato, Fresh Vegetables, Fresh Fruits**) as detailed in this schedule to tender:

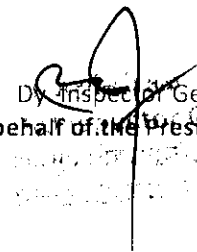
**Sl No.** **Description of store** **Qty**  
As per Schedule of Requirement (Chapter V and QR/TD at chapter VI) and details of items Unit/Location wise requirement for 2<sup>nd</sup> Half of year is given below.

Name of Consignee	Qty. of Potato (In Kgs)	Qty. of fresh Veg (In Kgs)	Qty. of fresh fruits (In Kgs)	Earnest Money (Refundable) (in Rs.)	F.O.R DESTINATION
<b>For Second Half w.e.f 01-11-2020 TO 31-03-2021</b>					
1st Bn Joshimath	20988	1250	835	<b>10500</b>	1st Bn, ITBP, Sunil Joshimath, Distt: Chamoli (UKD)
8th Bn Gaucher	17350	580	840	<b>10000</b>	8th Bn, ITBP, Gaucher, Distt: Chamoli (UKD)
12th Bn Matli	16460	1420	1670	<b>9200</b>	12th Bn, ITBP, Matli, Distt: Uttarkashi, (UKD)
23rd Bn Seemadwar	12460	1250	840	<b>6700</b>	23 <sup>rd</sup> Bn ITBP Seemadwar Dehradun (UKD)
23rd THQ Joshimath	4080	130	330	<b>2100</b>	1st Bn, ITBP, Sunil Joshimath, Distt: Chamoli (UKD)
35th Mahidanda	13150	1420	1250	<b>8500</b>	35th Mahidanda, Uttarkashi (UKD)
<b>Total</b>	<b>84488</b>	<b>6050</b>	<b>5765</b>	<b>47000</b>	

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

i	<b>Chapter I</b>	<b>Invitation to tender (NIT)</b>	<b>Page-01-02</b>
ii	<b>Chapter II</b>	<b>Instructions to bidder</b>	<b>Page-03 to 07</b>
iii	<b>Chapter III</b>	<b>Instructions for online bid submission</b>	<b>Page-08 to 09</b>
iv	<b>Chapter IV</b>	<b>Eligibility and qualification criteria</b>	<b>Page-10</b>
v	<b>Chapter V</b>	<b>Schedule of requirement</b>	<b>Page-11</b>
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	<b>Standard Forms to be filled &amp; uploaded by bidders:</b>	
	Appendix-1	Proforma for compliance statement for specification/QR & TD	N/A
	Appendix-2	Offer of Stores	Page 21
	Appendix-3	Details of participating firms	Page-23 to 24
	Appendix-4	Manufacturing details of India OI M & System Integrator	N/A
	Appendix-7	Performance Statement Format	Page 25
	Appendix-8	Bank Guarantee Format for furnishing Earnest Money (EMD)	Page 26
	Appendix-10	Proforma for 'e payment'	Page 27
	Appendix-11	Security Clearance Detail	Page-28
	Appendix-12	Declaration Certificate to be furnished by bidder	Page-29
	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 Mode Tender inquiry	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 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.
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.

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

Sign of the Tenderer

## INSTRUCTIONS TO BIDDERS

(This Tender Set is not transferable)

8	Name of Stores	
9	(a) Earnest money deposit	Rs 47,000/- As mentioned in Chapter –II (Tender Form)
10	Date of publication on website	at 1000 hrs on dated 01.10.2020
11	Document download start Date	at 1005 hrs on dated 01.10.2020
12	Document download end Date	at 1100 hrs on dated 12.10.2020
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 1010 hrs on dated 01.10.2020
	b) online Bid submission End Date	at 1100 hrs on dated 12.10.2020
16	Bid opening date	at 1105 hrs on dated 13.10.2020
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)	All Respective Unit BHQ/THQ (As mentioned Chapter-II)
21	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.
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 **Procurement Cell at SHQ Dehradun, ITBP Seemadwar Dehradun (UKD) 248146** on or before opening of technical bid. The copy of this document **must** be uploaded alongwith 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 180 days from the date of tender opening.

23.1 **Fixed Deposit Receipt**, drawn in favour 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** :- 151 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**  
वेमडु (देहरादून), भाउसिडीपुलिस  
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, IMA, Dehradun (UK) (Scanned copy).

29.1.3 The bidder should have registration for supply of items upto tender limit.

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 latest three Previous years Income Tax Return.
- ii) Scanned Copy of GST registration certificate
- iii) FSSAI Certificate indicating Name of all items to which tender submitted and should be valid for FY 2020-21
- iv) Scanned Copy of EMD along with letter clearly indicating Name of Units & Loc to which EMD is submitted.
- v) Original LMD along with 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 opening of technical bid.**
- vi) Scanned copy of tender documents after fill up duly signed.
- vii) 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. Tenderers should submit price bid (BOQ) filled in as per format available in schedule of requirement in Chapter-V. **If Firm Wish Not To Quote Rate For Any items Cell Should Be blank.**

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 tenderer 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.

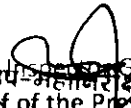
**30.1.9** To provide level play field, the evaluation of commercial bids shall be carried out among all category bidders i.e. foreign OEM, OEM from SEZ/EoUs and other indigenous OEM. The applicable custom duty & IGST/GST payable or foregone shall be added on basic price of each unit.

**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)  
34-महानगर शिवा  
For and on behalf of the President of India  
Dy. Inspector General  
शेठमु (देहरादून), भा. ति. सी. पुलिस  
SHQ (DDN) ITBP

**CHAPTER-III**  
**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 (DDN)  
उप निदेशक (डीडीएन)  
For and on behalf of the President of India  
Dy. Inspector General  
ओम्मुओ (देहरादून), आणतिसीओपुलिस  
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, additional 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 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 (DDN)  
30/08/2018  
For and on behalf of the President of India  
**Dy. Inspector General**  
शे0मु0 (देहरादून), भा0त10सी0पुलिस  
SHQ (DDN) ITBP




## SCHEDULE OF REQUIREMENT

Tender No. 2020-ITBP-587646-1Requirement of Vegetables/Potato/Onion & Fruits w.e.f. 01.11.2020 TO 31.03.21

S.No.	Name of Items	Rate (In Rs./ Per Kg.)
<b>1<sup>ST</sup> Bn Joshimath</b>		
1	Potato	
2	Garlic	
3	Ginger	
<b>Fruits</b>		
1	Guava	
<b>8<sup>th</sup> Bn Gaucher</b>		
1	Potato	
2	Garlic	
3	Ginger	
<b>Fruits</b>		
1	Guava	
<b>12<sup>th</sup> Bn Matli</b>		
1	Potato	
2	Garlic	
3	Ginger	
4	Turnip	
<b>Fruits</b>		
1	Guava	
<b>23<sup>rd</sup> Bn Seemadwar</b>		
1	Potato	
2	Garlic	
3	Ginger	
4	Turnip	
<b>Fruits</b>		
1	Guava	
<b>23<sup>rd</sup> Bn THQ Joshimath</b>		
1	Potato	
2	Garlic	
3	Ginger	
<b>Fruits</b>		
1	Guava	
<b>35<sup>th</sup> Bn Mahidanda</b>		
1	Potato	
2	Coriander Leaf	
3	Garlic	
4	Ginger	
5	Green Chilli	
6	Turnip	
<b>Fruits</b>		
1	Guava	

Signature of the tenderer

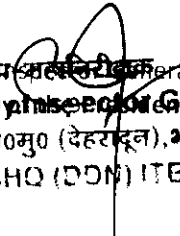
  
 Dy. Superintendent General (DDN)  
 For and on behalf of the President of India  
 क्षेत्र मुख्यालय (देहरादून), आणखि सीपुलिस  
 SHQ (DDN) IBP

CHAPTER VI

Technical specification (including drawing) and QR & TDs

Defence food Specifications -2012 Specification No 199 Fresh Vegetable  
and specification No 68 Fruits Fresh  
is separately enclosed

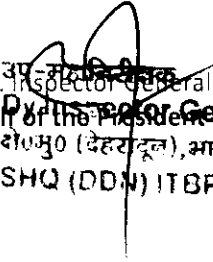
Signature of the tenderer

  
Dy. Insp. General (DDN)  
For and on behalf of Dy. Insp. General  
से.मु. (देहरादून), भा.नि.सी.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.
  - 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.

  
उप-सहायक निरीक्षक (DDN)  
Dy. Inspector General (DDN)  
For and on behalf of the Director General  
दो०मु० (देहरादून), भा० तिर० सी० पुलिस  
SHQ (DDN) ITBP

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. Tenderer 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.

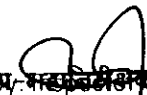
## 7. GUARANTEE/WARRANTY:-

- 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 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.
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

  
उप-महानिरीक्षक General (DDN)  
For and on behalf of the General India  
क्षेत्र (देहरादून), भा.नि.सी. पुलिस  
SHO (DDN) IITP

**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 identify 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 or inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing to 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 his behalf (whether with or without the knowledge of the seller) or the commission of any offence 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 Purchaser 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.

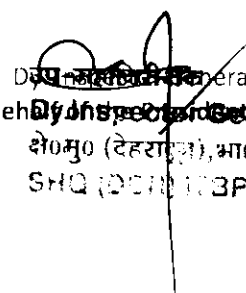
**13. SPECIAL CONDITIONS:**

**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 favoured customer treatment to the buyer in respect of all matter pertaining to the present case.

Signature of the tenderer

  
Deputy Director General (DDN)  
For and on behalf of Director General  
शे0मु0 (देहरादून), भा0ति0सी0पुलिस  
SHQ (DDN) ITBP

## 13.2 **RISK PURCHASE CLAUSE**

13.2.1 In the event of failure of supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order /AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.

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

13.3 **Any information furnished by the bidder in support of their eligibility of tender conditions, past performance, registration status with concerned Government Agency and all other relevant to the tender find fake, incorrect or fraudulent, then the bidder will be liable for forfeiture of EMD, Security Deposit, cancellation of contract and further Debarment from ITBP as well as other Central Government Department's tender and other legal recourse thereof.**

13.4 All bidders are liable to field their equipment for trial within given date & time at a desired place. Failing which EMD of the bidder shall be liable to be forfeited without any further notice.

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

## 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 Nanital (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 Nanital (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 purchaser 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 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 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 the Dy. Inspector General  
सेमद्वार (देहरादून), भा.ति.सी.पुलिस  
SHQ (DDN) 7 BP

**CHAPTER-VIII**

**Special condition of contract**

1. Contractor is requested to make supplies in office working hours. ITB Police will not be responsible for any loss/damage in case the supply is made at odd hours when it is not possible to inspect the stores by the board of officers.
3. The perishable items supply shall be of the best quality fresh and in accordance with the particulars contained in the tender supply order.
4. ITB Police or on his behalf any other officers authorised by him will place a demand in writing for supply and same will be made by you. The supply will be accepted subject to inspection by unit line committee of such board of officers as appointed by the consignee from time to time. The board of officers so appointed reserve the right to reject any or whole quantity of supplies at a time without assigning any reason to the suppliers, if not found in accordance with the contract. The rejected stores will be removed by the contractor immediately from the date of rejection failing which the same will be destroyed at the suppliers cost.
5. In case, the contractor defaults and fails to deliver the specified quantity of stores within given period, purchaser shall be at liberty to cancel the defaulted quantity at the risk and cost of the contractor. Purchaser may then resort to local purchase and extra cost incurred in making such purchase will be recovered from the security deposit of the contractors available with the purchaser.
6. In case the contractor defaults for more than 50% of the contract quantity, the total security amount shall be forfeited by the purchaser.

Signature of the tenderer

  
उप-भाषिणी अधिकारी  
Dy. Inspector General (DPN)  
For and on behalf of the President of India  
दोमगु (द.प्र.प.), अनामोलो जिला  
SIPO (DPN) ITBP

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 :
--

To

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

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till **31 March-2021**. 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) \_\_\_\_\_

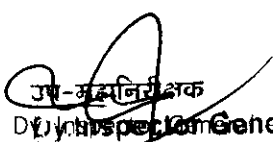
(c) \_\_\_\_\_

(d) \_\_\_\_\_

Yours faithfully,

SIGNATURE OF WITNESS  
ADDRESS:(SIGNATURE OF TENDERER)  
ADDRESS:  
DATED:

Signature of the tenderer

  
Dy. Inspector General (N)  
For and on behalf of the President, SHQ, DDN, ITB  
SHQ (DDN) ITB

**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 equipment.

12.	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.
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.	Performa invoice of OEM 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

  
 उप-महानिरीक्षक  
 Dy. Inspector General (DDN)  
 For and on behalf of the President of India  
 २१०३० (दिल्ली), भा.नि.सी.पुलिस  
 SHO (DDN) TRP

**PERFORMANCE (SUPPLY) STATEMENT FOR PREVIOUS YEARS**

Name of Firm \_\_\_\_\_

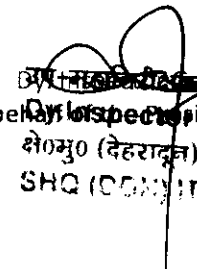
S. No.	Order Placed By whom, with Order No. & Date	Store	Qty	Value	Delivery Period	Remarks (To include Reasons for Delay/ Cancellation/ Complaints etc.)
1						
2						
3						
4						
5						
6						

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 proforma of Price bid, mention GST in place of sales tax/VAT

Signature of the tenderer

  
 General (DDN)  
 For and on behalf of Director General  
 00000 (देहरादून), भा. ति. सी. पुलिस  
 SHQ (DDN) ITBP

Office of Deputy Inspector General, SHQ (DDN)  
 MHA/Govt of India Indo-Tibetan Border Police  
 Distt- Dehradun (UKD) PIN 248146  
 Fax No: 0135-2761160, E-mail: itcellddn@itbp.gov.in.  
 ISO 9001: 2015 Certified

**Proforma for Bank Guarantee for submitting Earnest Money**  
 (On banks letter head with adhesive stamp)

Bank Guarantee No: \_\_\_\_\_

Dated: \_\_\_\_\_

To

The Dy. Inspector General  
 SHQ DDN ITBP Seemadwar  
 Dehradun (UKD) 248146

Dear Sir,

In accordance with your Invitation to Tender No. \_\_\_\_\_  
 M/S \_\_\_\_\_ hereinafter called the tenderer with the following Directors on  
 their Board of Directors/partners of the firm:-

1. _____	2. _____
3. _____	4. _____
5. _____	6. _____
_____	_____

Wish to participate in the said Tender for the supply \_\_\_\_\_ of \_\_\_\_\_. As a Bank  
 Guarantee against Earnest Money for a sum of \_\_\_\_\_ (in words and figures) \_\_\_\_\_ valid for  
 (180) one hundred eighty days from the date of opening of Tender viz \_\_\_\_\_ is required to be submitted by  
 the tenderer as a condition for the participation, this bank hereby guarantees and undertakes during the above  
 said period of 151 (one hundred and fifty one days) to immediately pay, on demand by DIG SHQ(DDN) in writing  
 the amount of \_\_\_\_\_ (words and figures) without any reservation and recourse, if :-

The tenderer after submitting his Tender, modifies the rates or any of the terms and conditions thereof, except  
 with the previous written consent of the purchaser.

The tenderer withdraws the said Tender within 120 days after opening of tender' or

The tenderer having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due  
 performance of the contract within the period provided in the General conditions of contract.

The Guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_, if further extension to this guarantee is  
 required, the same shall be extended to such required period on receiving instructions from M/S  
 \_\_\_\_\_ on whose behalf this Guarantee is issued.

Signature

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

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

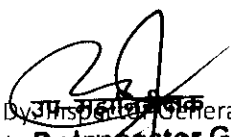
Witness

Printed name: \_\_\_\_\_

(Designation)

(Bank's Common Seal)

Signature of the tenderer

  
 Dy. Inspector General (DDN)  
 For and on behalf of the President of India  
 मोहम्मद (देहरादून), आठिंसीपुलिस  
 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	
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 Inspector General  
देहरादून (देहरादून), भा. 010001  
SHO (DDN) ITSP

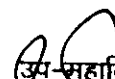


## SECURITY CLEARANCE DETAILS

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

  
 उप-सहायिरीदाक (DDN)  
 Dy. Inspector General (DDN)  
 For and on behalf of the President of India  
 दीमडु (देहरादून), भागलसुीपुलिस  
 SHO (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.

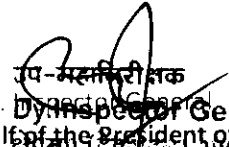
Mobile No.

Fax No.

Email id

Website

Signature of the tenderer

  
 उप-महानिरीक्षक  
 Dy. Inspector General (DDN)  
 For and on behalf of the President of India  
 भारत के राष्ट्रपति के नाम से  
 SHQ

**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 Defense 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.

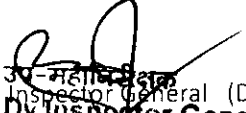
**Objectives**

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

  
 Dy. Inspector General (DDN)  
 For and on behalf of the President of India  
 ३०३०० (देहरादून). आणतिसी०पुलिस  
 SHQ (DDN)


## 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 disfavour 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 defiance 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 Dy. Inspector General  
SHQ (द्वारा), भारतीय पुलिस  
SHQ (द्वारा)

## 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 Defense, 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 Inspector General  
SHQ (DDN)  
4/200 (देहरादून), भा. ति. सी. पुलिस

- 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 upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

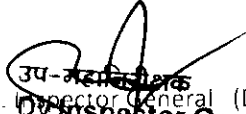
**15.2** Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**16.** The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**  
Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

**BIDDER**  
Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Signature of the tenderer

  
 उप-निरीक्षक  
 Dy. Inspector General (DDN)  
 For and on behalf of the President of ITBP  
 ६७०३० (दिल्ली), भा.नि.सी.पुलिस  
 SHQ (DDN) ITBP

