

OPEN TENDER
INVITATION TO TENDER

Directorate General ,CRPF
(Procurement Cell of Provisioning branch)
Block No.1,C.G.O.Complex Lodi Road ,New Delhi-03
(Ministry of Home Affairs, Govt. of India)
Tele No. 011- 24369586/ Fax No. 011-24360155)

No. U.II.1228/2018-19-Proc-III

Dated, the 12 June. 2018

To,

Dear Sir,

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

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

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

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

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

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

6. This tender is not transferable.

Thanking You.

Yours faithfully

Sd/- 12.6.2018
(Manas Ranjan)
Commandant (Proc)

For and on behalf of the President of India

Schedule to tender

Directorate General, CRPF

(Proc Cell of Prov Dte)

Block No.1, C.G.O. Complex Lodhi Road, New Delhi-03

(Ministry of Home Affairs, Govt. of India)

Tele No. 011- 24369586/ Fax No. 011-24360155)

Schedule to Tender No. : No. U.II.1228/2018-19-Proc-III

Time and date of receipt of offline/online tender: **Upto 1130 hrs. On 17/7/2018**

Time and date for opening of offline/online tender : **On or after 1130 hrs. On 18/7/2018**

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

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

Tender No.	Description of stores	Qty.	Specification	EMD(RS)	Critical Dates
U.II-1228/2018-19-Proc-III	Light Category of Bullet Proof Vehicles(LBPVs) <u>Color of vehicles</u> 1) White- 130 nos. (CRPF), 2) Special Gray No.0617-25 nos (ITBP), 3) White – 29 nos. (SSB) 4) White- 01 no. (CISF)	185 nos.	As per Appendix-"A"	Rs.1,88,74,500/- [One crore eighty eight lakh seventy four thousand five hundred] only. (valid up to 225 days from the date of opening of tender)	a) Date & Time of pre bid meeting :- At 1130 hrs. on 26/6/2018. b) Time and date of receipt of offline/online tender:- Up to 1130 hrs on 17/7/2018. c) Time and date of opening of offline/online tender: - on or after 1130 Hrs on 18/7/2018

Specification : QRs will only be handed over to only those concerned firms which have Department of Industrial Policy & Promotion (DIPP) license duly obtained from Govt. of India, Ministry of Commerce & Industry as well as having repair, maintenance, manufacturing & service support set up etc. on their written request in their official letter signed by either head of the division or equivalent officer authorized for doing so. The letter must contain proper identification of the Company i.e. registration details etc. The letter signing authority must also sign in non discloser letter to CRPF clearly

stating that such QRs will only be used for their in house research in production. Un authorised possession /circulation of same will invite legal action. Moreover, it is to be ensured that the LBPV should be a VRDE/ARAI certified vehicle and complying to prevailing CMVR norms for roadworthiness as per the class of vehicle.

Consignee's list : **As per Appendix – `B`**

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

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

- 1 Purchaser : The President of India.
- 2 Inspection Authority : DG, CRPF.
- 3 Inspection Officer : A Board of Officers to be detailed by DG, CRPF. VRDE (DRDO)/ARAI for Automobile parts and TBRL (DRDO) / CFSL / DGQA for ballistic protection parts will be associated for stage and final inspection.
- 4 Stores required at : Free delivery at consignee's location (Details of consignee as per Appendix "B"). Tenderers are required to quote rates on free delivery at Consignee's location basis only. Tenders received on FOR Destination Stations/ Station of dispatch basis or different rates for different destinations shall be summarily rejected.
- 5 Delivery required by :
 - (i) 40 LBPVs or more – Within 4 months from the date of supply order.
 - (ii) 80 LBPVs or more– Within 6 months from the date of supply order.
 - (iii) 120 LBPVs or more –Within 8 months from the date of supply order.
 - (iv) 160 LBPVs or more –Within 10 months from the date of supply order.
 - (v) 185 LBPVs – Within 11 months from the date of supply order.
- 6 Dispatch Instructions : Light Bullet Proof Vehicles are required to be delivered at consignee's location at freight, risk and cost of the supplier.
- 7 Payment Terms : **i)** 90% payment will be released on production of provisional receipt of LBPVs by the consignee and Inspection certificate after successful delivery of LBPV

issued by the consignee.

ii) Balance 10% will be released against

(a) Certificate issued by the purchaser that firm has submitted Performance Bank Guarantee to the tune of amount equivalent to 10% of net contracted value which is valid till 60 days beyond guarantee/warranty period of BP metal/composite material parts.

(b) Inspection Certificate issued by consignee that LBPV is functioning properly and no deviation is noticed at the time of final delivery.

(c) Certificate issued by consignee that staff has been trained on the LBPV and

(d) Regularization of the case, if supply is made beyond fixed Delivery Period.

- 8 Price : Rate quoted by the firms should be on firm price basis.
- 9 Rates, Taxes, and Duties. : Firms should quote rates, taxes, and duties only as per price bid format in PDF provided as **Appendix-I**. Basic rate, duties, taxes, charges etc. quoted by the firm should be tenable for calculation of L-1.
- 10 Full address/ phone No. of manufacturer. : Tenderers should disclose the name and full address (along with telephone/ Fax No.) of the place where the stores will be manufactured and offered for inspection. In case the firm is registered with NSIC for the subject stores, they should clarify whether they are registered as a manufacturing unit or in any other capacity. In case the registration is as a manufacturer, they should indicate the full address/phone No. of their manufacturing facility.
- 11 Manufacturing conditions. : Only those firms should respond who are the manufacturer of the stores specified in Tender specifications.
- 12 Purchasers right : (a) Purchaser reserves the right to change the consignee and change the quantity of LBPVs allotted to them as per requirement at any stage.
(b) Purchaser reserves the right to cancel/reject or Scrap the tender without assigning any reason.
(c) DG CRPF reserves the right to increase/decrease the quantity without assigning any reason.
- 13 Place of submission of tender documents: : All the tender documents whose hard copies only have been called for duly completed in all respect are to be submitted in the tender box (Provisioning) kept at Reception-2, Directorate General, CRPF, Block No-1, CGO Complex, Lodhi Road, New Delhi-03 before specified time and date mentioned in the Schedule to Tender. Late/Delayed/ Non submission of originals may
- 14 Demonstration of products for technical evaluation : (a) Considering the urgent operational requirements of the troops deployed in Kashmir Valley and other parts of the country, the technically qualified bidders will be required to produce their offered product (**prototype vehicle**) **within 45 days from issuance of such intimation to them** before a Board of Officers (to be

detailed by CRPF) for assessing the technical suitability and performance of the LBPV as per tender enquiry specifications **(CRPF reserves the right to extend/not to extend time beyond 45 days)**. The supplier will provide sample vehicle for various stage inspections of vehicles at their costs as per the Trial Directives. The sample vehicle will be subjected to run for at least 2000 Kms as per the conditions in Trial Directives. The cost of such trials to be borne by the manufacturer/supplier of the vehicle. Offers of those bidders are liable to be ignored, whose LBPVs are not found as per tender enquiry specifications. Price bids of only those bidders will be opened whose technical bids as well as performance of their LBPVs so demonstrated are found acceptable.

(b) The LBPV should be a VRDE/ARAI certified vehicle and complying to prevailing CMVR norms for roadworthiness as per the class of vehicle and such certificates would be required at the time of handing over of sample vehicle for trial.

- 15 Rejection of consignment. If the supply is found inferior and not confirms to specification the entire consignment will be rejected at the cost, risk and freight of the supplier.
- 16 Advance Sample : Not applicable.
- 17 Liquidated Damages : In case the firm does not complete the supply within fixed delivery period , liquidated damages including administrative expenses and not by penalty a sum equivalent to 2% of the price of stores which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed shall not exceed 10% of the total contract price. After the maximum limit of 10% of the contract value, purchaser reserve the right to either extend further or cancel the contract.
- 18 Security Deposit : (a) All Firms who are not registered with NSIC or **MSME as MSE** unit for the subject stores for which the offers are being invited, shall be required to deposit a Performance Security Deposit of 10% of the contract value within 30 days from the date of issue of contract for the due performance of the contract valid up to **a period of 5 years or till complete** conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is later.
- (b) If the supplier fails to deliver the LBPVs in a promised period and places a request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs.10/- duly attested by

Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the guarantee/warranty period

19 Inspection Criteria : The successful bidder will have to abide by the Pre-despatch inspection criteria formulated by the purchaser.

20. TWO BID SYSTEM

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

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

1. Documents to be submitted in original manually.

- i) EMD (if applicable).
- ii) Tender Acceptance letter.
- iii) Pre Contract Integrity Pact completed and duly signed in duplicate.
- iv) Technical Literature
- v) Compliance statement as per QRs.
- vi) Documents regarding enlistment of Indian Agent of foreign principal/OEM as per Appendix-' G'

2. Documents to be submitted in Scanned Copy (online)

- i) Tender acceptance letter.
- ii) Earnest money deposit (If applicable).
- iii) Performance statement of last three years.
- iv) FORM 68-A, List No. 1, FORM- 7.
- v) Questionnaire Appendix-"C", Appendix-"E".
- vi) Registration/enlistment certificate of MSME as MSE unit /NSIC (if applicable)

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

The composite bid i.e. rate indicated in the technical bid "online only" SHALL BE IGNORED. Prices should be quoted as per price bid format in PDF provided as **Appendix-I** provided along with the tender document at e-Procurement site <http://eprocure.gov.in/eprocure/app> ONLY.

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

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

23. PRE-DESPATCH INSPECTION

Pre-despatch Inspection of the vehicles will be carried out as per the QRs/trial directives. If store is found not complying with the TE specification it will be rejected at the risk & cost of the supplier.

24. GUARANTEE/WARRANTY

(a) Guarantee/Warrantee of the LBPVs will be applicable as per details mentioned in QRs/specifications. However the supplier will provide a warranty for

30,000 Kms or Three Years whichever is earlier for Automobile and 10 years for BP metal/composite material parts and 05 years for BP Glass for BP properties. As far as the visibility criteria of the BP Glass are considered, it should be minimum 70%. Supplier shall submit a certificate from the accredited labs to the effect that the BP glass has got a minimum visibility of 70%. The firm will have to guarantee that in case the visibility of the BP glass does become less than 70% within a period of 3 year without the BP glass having suffered any visible mechanical damage, the firm will replace the BP glass free of cost.

(b) Firm will give guarantee for making essential spares/accessories available for at least 10 years from date of purchase.

25. **TRAINING**

(a) The successful manufacturer will arrange free training for trainers at a convenient place in two categories suggested and agreed by the indenter. One Course for 04 Weeks duration on Operational Capability, Working and Maintenance and another course for 08 Weeks duration on Field/Base Level Repairs/Maintenance of LBPV.

(b) Number of Trainees will be 01 person for 03 Nos. LBPV for first category and 01 Person for 10 Nos. LBPV in second category of training.

(c) The successful manufacturer will arrange free training for trainers at a convenient place and the cost of training will be borne by OEMs. Further the OEMs will also bear the fooding and lodging charges for trainees where CRPF Camps are not available.

26. The tenderer should also provide the complete literature, illustrated diagrams, list of spares, special tools etc. and operating instructions for the operation and maintenance of the vehicle and accessories.

27. **OPTION/TOLERANCE CLAUSE :**

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

28. **PRE CONTRACT INTEGRITY PACT**

Pre-Contract Integrity Pact is to be signed between the buyer and bidder on the standard proforma (copy enclosed). Accordingly, all bidders are required to submit 2 copies in original of the `Pre Contract Integrity Pact` duly completed in all respect and signed properly on each page beforehand by the authorized signatories of the bidders and two witnesses as per format, with their tender documents. One copy of the agreement will be returned to the bidder after putting signature of the designated authority of the CRPF. This is required to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into.

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

30. **MANUFACTURERS/INDIAN AGENTS QUALIFYING ELIGIBILITY CRITERIA :-**

(a) Those firms should respond who are the manufacturer of the stores or the Indian agent of foreign principals which manufacture store specified in Tender specifications as **Appendix-'A'**.

(b) The Indian Agent of foreign manufacturers/principal are allowed to bid

in the tender subject to the following conditions:-

- (i) The Indian Agents of foreign manufacturers/principal should submit application form duly filled in all respect alongwith all connected documents / certificates which were being submitted to DGS&D for enlistment alongwith the tender documents as **Appendix-'G'**.
 - (ii) The Indian Agent will submit, along with the tender documents, a copy of the agreement with the foreign manufacturer/principal, giving particulars of precise arrangement with foreign principal and their interest in the business in India. Such agreement with foreign manufacturers/principal should be a long term agreement and not merely for the present tender. If the agreement is only for the present tender the offer received will be liable to be rejected.
 - (iii) The Indian Agent will provide details of the after sale service and post contractual support i.e. repair, maintenance and supply of spare parts etc. For after sale service the Indian agent will be solely liable and responsible for its execution.
 - (iv) The Indian Agent will also be required to submit the details of his commission or any other arrangements with foreign manufacturer/principal for providing tendered items.
 - (v) Offer from firms whose business activities are limited to procuring items from manufactures, both Indian and foreign and supplying the same to purchaser without having after sales backup will not be entertained.
 - (vi) Indian manufacturer, SEZ Firm, Indian agent of foreign manufacturer/principal have to quote the rates in INR only.
- (c) The Indian Agent of Indian Manufacturers/Principal are allowed to bid subject to accomplishment of following conditions specified in DGS&D Form No. 230 :-
- (a) Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall given an undertaking to the following effect :-
 - (i) That he does not have sufficient marketing arrangements in respect of the specified territory or set of items to participate in Central Government/DGS&D purchases.
 - (ii) That he will accept the responsibility for the satisfactory execution of orders placed on the authorized agents/distributors.
 - (iii) That he will provide requisite inspection and testing facilities at his works in respect of orders placed on authorized agents/distributors.
 - (iv) The authorized agents/distributors price will not exceed that which the manufacturer would have quoted.
 - (v) The manufacturer will declare the quantum of commission or the margin of profit to which authorized agent/distributor is entitled.
 - (vi) Inspection challan authorized by the agents would be accompanied by a certificate from the manufacturer that the stores covered under the challan have been manufactured by them and the stores offered and supplied would bear the trade mark of the manufacturer.
 - (b) The authorized agents/distributors would also give an undertaking in such cases as follows :-

- (i) That he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations.
- (ii) That he will be responsible for providing after-sale-service.
- (iii) He will indicate besides the quoted price, the manufacturer's price to him.

31. FORCE MAJEURE CLAUSE

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

32. TERMINATION OF CONTRACT:-

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

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

33. Purchase / price preference clause.

- (A) The Purchase preference will be given to the Micro and Small Enterprises (MSEs) registered as MSEs for tendered store with any agency as mentioned in notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) as under:-

- (i) The firms which are Micro and Small Enterprises (MSE) registered as MSE for tendered store with any agency as mentioned in notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) quoting price within price band of L1+15(Fifteen) percent shall also be allowed to supply a portion of required item by bringing down their price to L1 price in a situation where L1 price is from some firm other than a MSE and such MSE shall be allowed to supply upto 20 (Twenty) percent of total tendered value. The 20 (Twenty) percent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band .
- (ii) Within 20 % (Twenty percent) quantity, a purchase preference of four percent (that is 20 (Twenty) percent out of 20 (Twenty) percent) is reserved for MSEs owned by Scheduled caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs.
- (B) The Price preference shall be given to local supplier in consonance with Public Procurement Order, dated 15th June 2017(Preference to Make in India) in the manner specified hereunder:-
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50 % quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iii) **Minimum local content** :- The minimum local content shall be 50%.
- a) Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) Similarly "local Supplier "would mean a firm / bidder whose product offered meets the minimum local content.
- iv) **Margin of Purchase Preference** :- The margin of purchase preference shall be 20 %. Margin of purchase preference means the

maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

- v) **Verification of local content** :-The firm seeking the benefit under purchase /price preference clause, at the time of tender , shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.
- (vi) False declarations will be in breach of the Code of integrity under Rule 175 (1)(i)(h) of General Finance Rule for which a bidder or its successor can be debarred for upto two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (vii) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

34. **Authority letter** :-

Authority letter for receipt of QRs/Specification of LBPV is attached as Appendix- "H".

Note

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

Sd/- 12.6.2018

(Manas Ranjan)

Commandant (Procurement)

For and on behalf of the President of India.

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.

- (a) All Firms who are not registered with NSIC or **MSME as MSE** unit for the subject stores for which the offers are being invited, are required to deposit **EARNEST MONEY** of Rs. 1,74,87,300/- [One crore seventy four lakh eighty seven thousand three hundred] only or equivalent to the amount as mentioned in the tender schedule.
- (b) For claiming exemption from depositing earnest money, tenderer should be registered with **MSME as MSE** unit or NSIC for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money.
- (c) Public sector undertaking/state undertaking or central/state owned companies are not exempted from the payment of earnest money unless registered with **MSME as MSE** unit or NSIC for subject stores.
- (d) Earnest Money can be deposited in any one of the following alternate forms:-
- (i) A Fixed Deposit receipt (FDR) in favour of DIG (Prov.), Dte. Genl., CRPF payable at SBI, CGO Complex, New Delhi (Code No.7837) & IFSC Code-SBIN0007837.
- (ii) An irrevocable Bank Guarantee in the name of DIG (Prov.), Dte. Genl., CRPF., Block No.1, CGO Complex, New Delhi of any Nationalized/reputed Scheduled Bank. The Bank guarantee should be payable at SBI, CGO Complex, New Delhi (Code No.7837). The format is enclosed in the TE.
- (iii) Foreign bidders should submit Earnest Money in the form of irrecoverable Bank Guarantee only, issued or confirmed by any Nationalized Indian Bank.
- (iv) The Earnest Money shall be valid till 225 days from the date of opening of tender and will remain deposited with the purchaser for the prescribed period as specified in Special Instruction. 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 aforesaid period shall not be considered by the Purchaser.
- (e) No interest shall be payable by the purchaser on the EM deposited by tenderer.
- (f) The **EM** (Earnest Money) deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- (g) The **EM** of the successful tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the firm.
- (h) If the successful tenderer fails to furnish the performance security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
- (i) **EM** of the unsuccessful tenderers shall be returned within 30 days of finalization of tender.
- (j) Any tender received from firm which is not registered with **MSME as MSE** unit and NSIC 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.

(k) All firms which are not granted registration with **MSME as MSE** unit and NSIC for the subject stores shall be required to deposit earnest money valid up to AS SPECIFIED IN Schedule-III. For claiming exemption from depositing **E.M.**, the tenderers should be registered with **MSME as MSE** unit and NSIC for subject stores as mentioned in the tender schedule. Firms that are not registered for the subject stores as mentioned in the tender schedule will be treated as unregistered and shall be required to deposit earnest money as above.

(l) Offers of those firms, who are not registered with MSME as MSE unit or NSIC for the subject stores, will not be considered unless the same are submitted along with required Earnest Money.

Sd/- 12.6.2018
(Manas Ranjan)
Commandant (Procurement)
For and on behalf of the President of India.

Form 68-A

Tender No. _____

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

From,

Dear Sir,

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

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

Here paste coupon in case where coupons are supplied to contractors on payment	Yours faithfully
	(Signature of the Tenderer)
	Address _____
	Dated _____
	(Signature of the Witness)
	Address _____
	Dated _____

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

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

clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- 24) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to – cppp-nic@nic.in.

-X-X-X-X-X-

IMPORTANT INSTRUCTIONS

1. (a) ADVANCE SAMPLE. : Not required.
- (b) REFERENCE SAMPLE : Not required.

2. DEMONSTRATION OF PRODUCTS FOR TECHNICAL EVALUATION

(a) Considering the urgent operational requirements of the troops deployed in Kashmir Valley and other parts of the country, the technically qualified bidders will be required to produce their offered product **(prototype vehicle) within 45 days from issuance of such intimation to them** before a Board of Officers (to be detailed by CRPF) for assessing the technical suitability and performance of the LBPV as per tender enquiry specifications **(CRPF reserves the right to extend/not to extend time beyond 45 days)**. The supplier will provide sample vehicle for various stage inspections of vehicles at their costs as per the Trial Directives. The sample vehicle will be subjected to run for at least 2000 Kms as per the conditions in Trial Directives. The cost of such trials to be borne by the manufacturer/supplier of the vehicle. Offers of those bidders are liable to be ignored, whose LBPVs are not found as per tender enquiry specifications. Price bids of only those bidders will be opened whose technical bids as well as performance of their LBPVs so demonstrated are found acceptable.

(b) Roadworthy certificate is required to be produced by the firm from VDRE/ARAI at the time of handing over of sample vehicle.

c) All reports for the materials used be provided by the firms from accredited labs and to be submitted at the time of handing over of sample vehicle.

3. The contract to be concluded will be governed by condition of contract contained in form No. DGS&D-68 (Revised) as amended upto 31-12-91 and those contained in pamphlet No. DGS&D-229 with enclosed amendment (Annexure) & DGS&D Manual.

4. **GUARANTEE / WARRANTY:-**

Except as otherwise provided in the Invitation to Tender, the contractor/seller must declare that the LBVPs, goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in this contract. The supplier shall provide a **warranty for 30,000 Kms or Three Years whichever is earlier for Automobile and 10 years for BP metal/composite material parts and 05 years for BP Glass for BP properties**. As far as the visibility criteria of the BP Glass are considered, it should be minimum 70%. Supplier shall submit a certificate from the accredited labs to the effect that the BP glass has got a minimum visibility of 70%. The firm will have to guarantee that in case the visibility of the BP glass does become less than 70% within a period of 3 year without the BP glass having suffered any visible mechanical damage, the firm will replace the BP glass free of cost from the date of shipment/despatch from the contractor's works, whichever is earlier, and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said LBPVs/goods/stores/ articles, if during the aforesaid period of **03 years for LBPVs, 05 years for BP Glass for BP properties and 10 years for BP metal/composite material parts** be discovered not to conform to the description and quality aforesaid, or not giving satisfactory performance or have deteriorated, the decision of the purchaser shall be final in that behalf and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser

within a reasonable period, or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

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

6. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination. The consignee, as soon as possible but not later than 30 days of the date of arrival of the stores at destination, notify to the contractor any loss or damages to the stores that may have occurred during the transit.

7. Those firms, who are not specifically registered for the items as per schedule to tender, should submit the following alongwith their quotation, failing which their offer will be ignored:

- (a) Name and full address of the banker.
- (b) Performance Statement and quality control statement in the prescribed form as enclosed (in triplicate)

8. Prices should be quoted online only as per price bid format in PDF provided as **Appendix-I.**

9. Tenderers who are past suppliers of the item as per T/E Specification should submit their performance statement in enclosed proforma. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

10. Tenderers who are registered with MSME as MSE UNIT or NSIC for this particular item should submit the photocopy of registration certificate with all subsequent amendments.

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

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

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

"Government" means the Central Government.

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

"Secretary" means Secretary of Min. of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. In such Ministry, D.G., Addl. DG, IGP (Prov.), DIG (Prov.), Comdt.(Proc), Dy. Comdt. (Proc) of CRPF and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

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

1.4 Clause 24 i.e. Arbitration:-

For: The existing entries.

Read: Arbitration.

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

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

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

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

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

- d. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- e. Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.
- f. The venue of arbitration shall be the place where the contract is concluded or such other place as the DG CRPF at his discretion may determine.
- g. In this clause the expression the DG CRPF means the DG CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.

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

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

FORM No. DGS&D-230

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

Signature of the Tenderer.

QUESTIONNAIRE ABOUT MANUFACTURER

(Please Mark in appropriate Box and fill the answer correctly. Tenders leaving the box unmarked and questionnaire unanswered shall be rejected)

1. Name & Address of contractor : _____

2. a) Whether registered with **MSME as MSE** unit for subject store.

Yes
No.

 b) If yes, monetary limit Rs. (Lakh) (Without limit)
 (Enclose attested photocopy of Regn. Certificate)

- c) Validity Date Permanently

3. a) Whether registered with NSIC for subject store

Yes
No

 b) If yes, monetary limit Rs. (Lakh) (Without limit)
 (Enclose attested photocopy of Registration Certificate)

- c) Validity Date Permanently

4. Whether you agree to demonstration of your product if called upon to do so within specified period

Yes
No

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

Yes
No

- 6. Terms of delivery: (Free delivery to consignee's location)

Yes
No

- 7. Delivery period in months from the date of placement of order.

- 8. Acceptance to conditions of contract as Contained in DGS&D-68 (Revised) amended

Yes
No

up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached.

- | | | | |
|-----|--|--------------------------|--------------------------|
| 9. | Have you enclosed required Earnest Money? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 10. | Do you accept tolerance clause: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 11. | Do you accept Liquidated damage clause: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 12. | Have form No. 68 A and List No.1
of T.E. signed by witnesses. | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 13. | Do you accept Guarantee/Warranty clause: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 14. | Do you accept Arbitration clause: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 15. | Do you accept Delivery period: | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 16. | Do you accept the Pre Contract
Integrity Pact (P.C.I. P.) : | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 17. | Do you accept the conditions of free
Training as per TE : | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 18. | Have you enclosed the technical
brochure/literature? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 19. | Do you have the required after sales service
in the given States. :
(Undertaking to be attached separately) | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 20. | Whether your firm has ever been blacklisted/
Banned? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 21. | Have you submitted compliance statement | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 22. | Do you agree to provide all reports for the materials
used by the firms from accredited labs and agree to
submit at the time of handing over of sample vehicle. | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |
| 23. | Whether the accessories / fitments / spares and
technical expertise of automobile are easily available
in the Indian market at various places and manufacturer/
supplier of the LBPV agrees to enclose a list of such
all India locations as described at Para 35
(A) Product Support (1) of QRs/specification. | <input type="checkbox"/> | <input type="checkbox"/> |
| | | Yes | No |

24. Whether Manufacturer and / or Supplier of the LBVP has its own setup or through a Joint Venture / Consortium with Indian OEMs for All India After Sales Service, Maintenance and Repairs, particularly in North East Region, LWE affected States comprising of Chhattisgarh, Jharkhand, West Bengal, Bihar, Odisha, Maharashtra, Andhra Pradesh, UP and J&K, or any other States where such activities may spread in future (At least one such Field Repair / Maintenance Facility in all of these States and at least one each Base/ Major Repair Facility in NE region, J&K state and at least 2 in LWE regions in India).

Yes

No

25. Have you enclosed all documents as per **Appendix-"G"**

Yes

No

Signature of Tenderer: _____
 Name in Block letters : _____
 Capacity in which : _____
 Tender is signed _____
 Full Address : _____
 : _____
 : _____
 : _____

LIST NO-1

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

1. Tender No. _____
2. Whether the stores offered fully conform to the Technical particulars and specification drawings, specified by the purchaser in the schedule to tender. If not, mention here details of deviations. :
3. Brand of store offered. :
4. Name and address of manufacturer. :
5. Station of manufacture :
6. Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations. :
7. Gross weight of consignment (Net weight of each item) :
8. What is your permanent Income Tax A/C No. ? :
9. Status.
 - a) Indicate whether you are LSU or SSI :
 - b) Are you registered with **MSME as MSE** unit or NSIC for the item quoted? If so, indicate whether there is any monetary limit on registration. :
 - c) If you are a small scale unit registered with NSIC under Single Point Registration scheme, whether there is any monetary limit.
 - d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photocopy of the registration certificate indicating the items for which you are registered. :
10.
 - a) If you are not registered either with NSIC or with **MSME as MSE** unit, please state whether you are registered with Directorate of Industries of State Government concerned. :
 - b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.
11. Please indicate name & full address of your banker in the following format-
 - a) Bank Name, Branch and Bank Account No. (Core bank account)
 - b) IFSC Code
 - c) Whether bank branch is NEFT/RTGS enables or not
 - d) TIN No.
12. Business name and constitution of the firm.
Is the firm registered under: - :
 - i) The Indian Companies Act 1956,
 - ii) The Indian Partnership Act 1932 (Please also give name of partners)
 - iii) Any Act; if not, who are the owners. (Please give full names and address.)

Signature of the Tenderer

13. Whether the tendering firm is/are:-
 1. Manufacturer :
 2. Manufacturer's authorized agents :

N.B.: If manufacturer's agents please enclose with tender the copy of manufacturer's authorization on properly stamped paper, duly attested by a Notary Public.

14. If stores offered are manufactured in India, please state whether all raw materials components etc. used in their manufacture are also produced in India. If not give details of materials components etc, that are imported and their break up of the indigenous and imported components together with their value and proportion it bears to the total value of the store.
15. State whether raw materials are held in stock sufficient for the manufacture of the stores. :
16. Please indicate the stock in hand at present time:-
 1. Held by you against this enquiry. :
 2. Held by M/s. _____ over which you have secured an option.
17. Do you agree to sole arbitration by an officer of Ministry of Law, appointed by the Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in clause 24 of the general conditions of contract form DGS&D-68 (Revised). (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.) :
18. For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further :-
 1. Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. :
 2. If the answer to (1) is in the negative, whether there is any general power of attorney executed by all the Partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration. :
 3. If the answer to either (1) or (2) is in the affirmative Furnish a copy of either the partnership agreement or the general power of attorney as the case may be. :

Signature of the Tenderer

N.B:

1. Please attach to the tender a copy of either document on which reliance is placed for authority of partners of the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.
 2. Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm
19. Here state specifically.
1. 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. It not state the reasons thereof. If any, also indicate the margin of difference. :
 2. In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated. :
20. Are you:-
1. Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial income Registration Certificate. :
 2. Exempted from the licensing provisions of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position. :
 3. Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license. :
21. State whether business dealings with you have been banned by Min/Deptt. of Supply/Min. of Home Affairs? :
22. Please confirm that you have read all the instructions carefully and have complied with accordingly. :

Signature of Witness _____ (Full Name and address of witness in Block letters)	Signature of Tenderer _____ (Full Name and address of the persons signing in Block letters) Whether signing as Proprietor/Partner/Constituted Attorney/duly authorized by the Company
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FORM-7

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

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

Place _____
Date _____

Signature and designation of the Tenderer

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

PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY

(ON BANK LETTER HEAD WITH ADHESIVE STAMP)

To,

The DIG (Prov.), Dte, Genl.
C.R.P.F., CGO Complex, Lodhi Road,
New Delhi. Pin – 110003

Dear Sir,

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

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

wish to participate in the said tender enquiry for the supply of _____ as a bank guarantee against Earnest Money for a sum of Rs. _____ (in words) _____ Valid for 225 days from the date of tender opening viz. up to _____ is required to be submitted by the Tenderer as condition for the participation, this bank hereby guarantees and undertakes during the above said period of 225 days, to immediately pay on demand by _____ in the amount of _____ without any reservation and recourse if,

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

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

Signature of the Bank Manager

With office seal

Full name of the signatory and full address of the bank.

Date _____
Place _____
Witness _____

Signature. _____
Printed Name. _____
(Designation) _____

(Banker's Common Seal)

Performance statement for last three years

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

Signature of the Tenderer

PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, between, on one hand, the President of India acting through Shri Manas Ranjan, Commandant (Proc.), CRPF, MHA, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise required, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **185 Nos. Light Bullet Proof Vehicle** and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

Commitments of BUYER

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

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facts found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER`s firm, the same shall be disclosed by the BIDDER at the time of filing tender.

The term `relative` for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

4. **Previous Transgression**

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

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

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

- (i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (ii) Any other mode or through any other instrument (specified as EMD/PSD).
- 5.2 The Earnest Money/Security Deposit shall have to remain valid up to a period of 5 years or till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

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

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter ix of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
7. **Fall Clause**
- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
8. **INDEPENDENT MONITORS:-**
- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of Monitors given as under).
- a) Shri Vivek Rae, IAS (Retd)
Ex-Secretary, M/o P&NG, Govt. of India,
171 Gulmohar Enclave,
New Delhi Pin-110049
Mobile:- 9871412828
Residential : 01126960724

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

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
9. **Facilitation of Investigation**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. **Law and place of Jurisdiction**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
11. **Other Legal Actions**
The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
12. **Validity**
- 12.1 The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or till complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this integrity Pact at _____ on _____

BUYER
Name of the Officer.
Designation
Department/MINISTRY
Witness
1. _____
2. _____

BIDDER

Witness
1. _____
2. _____

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

SPECIFICATIONS/QRS FOR LIGHT BULLET PROOF VEHICLE

Being a sensitive nature item, QRs of Light Bullet Proof Vehicle are not being uploaded on website. QRs would be handed over to only those concerned firms which have Department of Industrial Policy & Promotion (DIPP) license duly obtained from Govt. of India, Ministry of Commerce & Industry as well as having repair, maintenance, manufacturing & service support set up etc. and on their written request in their official letter signed by either head of the division or equivalent officer authorized for doing so. The letter must contain proper identification of the Company i.e. registration details etc. The letter signing authority must also sign in non discloser letter to CRPF clearly stating that such QRs will only be used for their in house research in production. Un authorised possession /circulation of same will invite legal action. **QRs will be handed over by DIG (MT), Dte. CRPF.**

Compliance statement as per QRs be submitted alongwith tender documents at tender box (Provisioning) kept at Reception-2, Directorate General, CRPF, Block No-1, CGO Complex, Lodhi Road, New Delhi-03.

-X-X-X-X-X-

CONSIGNEES & DESTINATION

SL. NO	CONSIGNEE & DESTINATION	QUANTITY
01	DIG, GROUP CENTRE, CRPF, BANTALAB, JAMMU (J&K)-181123, TEL. NO. 0191 - 2592297(O), E-MAIL : GCBTB@CRPF.GOV.IN	112 Nos.
02	DIG ,Group Centre, CRPF, PO-Amerigog,Guwahati, Assam-781023, Tel No. 0361- 2895035(O), 2895085 (R), 2895132 (C/R) E-mail :gcgty@crpf.gov.in	15 Nos.
03	DIG, GROUP CENTRE, CRPF, SEMBO (DHURWA) RANCHI, PO- DHURWA, DISTT- RANCHI, JHARKHAND, PIN NO. 834004 TEL NO. 0651 – 2901090/8986607138 (O), 2901882(CR), 9434038909 (M), 8986606984(C/R) E-MAIL: GCRANCRPF@GMAIL.COM	02 Nos.
04	DIG, GROUP CENTRE, CRPF, NAGPUR, MAHARASHTRA-440019, TEL. NO. 07014 - 244095(O), 244091(R), 244983 (CR), 9422313108 (M) E-MAIL : GCNGR@CRPF.GOV.IN	01 No.
05	COMDT. 38 TH BN. ITBP, MHA/GOI, KHARORA CAMP., DISTT-RAIPUR (CHHATTISGARH)-493225	25 Nos.
06	DIG, RTC, SSB, Alwar, Village- Mauzpur, PO- Roond, District- Alwar (Rajsthan), Pin- 321633, Phone & Fax No. 01492-231524.	29 Nos.
07	SR. COMDT. 7 TH RES BATTALION, CISF, KISTWAR (J&K)-182204	01 No.
	TOTAL	185 Nos.

-X-X-X-X-X-

Check list for tenderer

(Tenderers should check following requirements for compliance before submission of the tender documents)

Sl. No.	Requirements to be checked by the tenderer before submission of the tender.	Compliance (To be indicated by the tenderer with "YES" after compliance of the requirements)
1.	Tenderers should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letter head of the technical bid.	
2.	Tenderers should ensure deposit of required Earnest Money Deposit if the tenderer are not registered with MSME as MSE Unit/NSIC for the store(s) quoted for the governing specification as per Tender Enquiry.	
3.	Tenderers should ensure that their registration with MSME as MSE Unit and NSIC is valid if they are registered with MSME as MSE Unit/NSIC and not depositing Earnest Money. They should enclose the latest registration certificate.	
4.	Tenderers should confirm that their LBPV/products conform to the governing specifications of the quoted stores as per Tender Enquiry.	
5.	Tenderers should mention their monthly manufacturing / supplying capacity.	
6.	Tenderers should mention in the Tender Enquiry that they accept our delivery terms i.e. they agree to supply stores at consignees' locations at freight, risk and cost of the tenderer.	
7.	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender.	
8.	Tenderers should mention their Delivery Period clearly.	
9.	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry.	
10.	Tenderers should give their past performance in the specified format given in the Tender documents.	
11.	Tenderers should mention that they agree to the Arbitration clause of the Tender Enquiry.	
12.	Tenderers should mention whether it is a manufacturer of the store(s) quoted or it is the manufacturer's authorized agent. In case of agent, it should submit valid authority letter(s) of their Principal(s) for the stores they have quoted.	
13.	Tenderers should mention that they agree to accept the conditions of the contract contained in DGS&D-68 (Revised) amended up to 31.12.91 and those contained in Pamphlet No.DGS&D-229 read with Annexure attached.	

Signature of the tenderer

14	Tenderers should ensure that they have duly filled up Equipment and Quality Control Proforma given in the Tender documents.	
15	Tenderers should mention that Business dealing with their firms has not been banned by any Govt/ private agencies.	
16	Tenderers should ensure that witness has signed at appropriate places of the Tender documents and full name and address of the witness have been mentioned clearly.	
17	Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory.	
18	If the tenderer want to mention any specific condition, it should be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.	
19	Tenderers should mention their address for communication with Telephone and Fax Number.	

Signature of the tenderer

SPECIAL INSTRUCTION

1. The supplier will be provide a warranty for 30,000 Kms or Three Years whichever is earlier for Automobile and 10 years for BP metal/composite material parts and 05 years for BP Glass for BP properties. As far as the visibility criteria of the BP Glass are considered, it should be minimum 70%. Supplier shall submit a certificate from the accredited labs to the effect that the BP glass has got a minimum visibility of 70%. The firm will have to guarantee that in case the visibility of the BP glass does become less than 70% within a period of 3 year without the BP glass having suffered any visible mechanical damage, the firm will replace the BP glass free of cost.

2. The accessories / fitments / spares and technical expertise of automobile should be easily available in the Indian market at various places. **The manufacturer/supplier of the LBPV should certify to this effect and enclose a list of such all India locations as described at Para 35 (A) Product Support (1) of QRs/specification.**

3. Maintenance and operating manual have to be provided by the company with the equipment/machine.

4. LBPV will be provided by firm with arrangement for physical demonstration.

5. (i) **Manufacturer and / or Supplier of the LBVP must have its own setup or through a Joint Venture / Consortium with Indian OEMs for All India After Sales Service, Maintenance and Repairs, particularly in North East Region, LWE affected States comprising of Chhattisgarh, Jharkhand, West Bengal, Bihar, Odisha, Maharashtra, Andhra Pradesh, UP and J&K, or any other States where such activities may spread in future (At least one such Field Repair/Maintenance Facility in all of these States and at least one each Base/ Major Repair Facility in NE region, J&K state and at least 2 in LWE regions in India).**

*** Field Repairs:** These are repairs carried out in the field by technicians specially qualified and trained for this purpose and where the required special tools and spares are provided. These repairs comprise replacement of major assemblies and other components beyond the scope of Indenter Unit Level Repairs / Maintenance.

(ii) The vendor will be bound by a condition in the contract that he is in a position to provide Product Support in terms of service and Maintenance, Materials and essential Spares for a minimum period of 10 years. Even after the said mandatory period, the vendor would be bound to give at least two years notice to the Government/Indenting dept. of India prior to closing the production line so as to enable a Life Time Buy of all spares before closure of the said production line.

6. The Vendor will be bound to following Timeline for Repair, failing which he will compensate for Market repair:

(a) Field Repair: 07 Days (b) Major Repairs: 01 Months
(Excluding the time consumed in transit)

7. Manufacturer should be in a position for after Sales Service and Training of Officers/Drivers/Fitters on site as per details specified in QRs/Specifications.

8. The supplier should also provide the list of spares, fixtures and installation diagrams with the quote.

-X-X-X-X-X-

APPENDIX- "E"

Sl No.	Requirement	(Firm should correctly fill following column.)	(Indicate page number of tender document where related information is shown/ available, so it can be verified. Columns should be highlighted.)
1	Whether Registered with NSIC		
	Monetary limit / ATO / NSIC		
	Validity of registration		
2	Whether registered with MSME as MSE unit.		
	Monetary limit/ATO		
	Validity of registration		
3	Tender Cost Rs. 1,000/- deposited or not		
4	Whether EMD enclosed (Required for Rs. 2,01,28,000/- should be valid upto 225 days from the date of opening of tender.)		
	Validity of EMD expiry on		
5	Whether specification Confirmed or not		
6	Quantity offered (Total quantity is 183 Nos.)		
7	Production Capacity (Certificate issued by competent authority should be attached)		
8	Whether firm agrees to accept conditions of contract as contained in DGS&D-68 (Revised) amended upto 31/12/91 and those contained in Pamphlet No. DGS&D-29 read with Annexure attached (As asked in clause 12 of Questionnaire of TE)		
9	Terms of Delivery (Our requirement is free delivery at Consignees locations)		
10	Validity of offer (Our requirement is 180 days from the date of opening)		
11	Delivery period (as per Clause-5 of TE.)		
12	Monthly rate of Supply		
13	Tolerance Clause accepted or not		
14	Past Performance (attached or not)		
15	Arbitration Clause (agreed or not)		
16	Warranty Clause (agreed or not)		
17	Liquidated damage clause (agreed or not)		
18	Manufacturer or authorized Agent		
19	Partnership agreement (attached or not)		
20	Name & Add of Bankers		
21	Equipment and Quality control proforma (Form No. 7) duly filled or not		
22	Whether business dealing banned		
23	Whether witness have signed in list No. 1 and form-68-A or not		
24	Whether tender signed properly		
25	Whether any Specific condition stipulated		

Signature of tenderer with Date and Name of tenderer

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

Signature of Tenderer _____

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

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

(Signature of the Bidder, with Official Seal)

Application for Enlistment of Indian Agents of Foreign Principals

(Under compulsory enlistment scheme of Department of Expenditure, Ministry of Finance)

1	Name of the Indian Agent			
2	Address/telephone/fax/E-mail id of			
	Registered office			
	Head office			
	Website address if any			
3	Status of Indian agent			
	a)	Date of Incorporation		
	b)	Constitution of the firm		
		i)	Proprietorship/partnership (attach copy of partnership deed and Form-A of equivalent entry certificate from Registrar of Firms self certified)	
	ii)	Public Limited/Pvt. Limited (Attach Memorandum/Article of Association and copy of certificate of incorporation self certified)		
	c)	Names, addresses and telephone nos. of proprietor/partners/Directors having interest in the firm.		
	d)	If the firm is a subsidiary of an Indian/foreign company, give particulars of parent/holding company ?		
	e)	If there are other subsidiaries of the same parent company in India, give full particulars		
	f)	If the Directors/partners/Proprietor have financial interests or are represented on Board(s) of other companies give details		
	g)	Income tax circle/ward/District in which the applicant firm is assessed to Income-tax, give PAN and attach copy of PAN certificate.		
h)	Sales Tax registration No(s)			
i)	Import export code number issued by DGFT, attach a copy of certificate.			
4	Name and address of foreign principals			
	Contact Telephone/fax No.			
	Website address			
	E-mail id			
5	Stores for which enlistment is sought			
Sl. No.	Description of store	Specification with model	Limiting size/capacity	Country of Origin.

6	Particulars of agency agreement with foreign Principals	
	Date of agency agreement	
	Date of expiry	
	Percentage of Agency commission	
	Territorial jurisdiction	
	Whether foreign principals has agreed to provide technical support and spare parts for after sale service.	
	Whether Indian Agent has authority to commit and sign on behalf of the foreign principals.	
7	Whether the Indian Agent is prepared to quote and receive payment in Indian Rupees ?	
8	Details of personnel employed technical/skilled /others	
9	State if the product (s) carry any international quality mark. If so attach a copy of valid license.	
10	If the products require after sales crevice, give names and addresses of places where such facilities are available and indicate staff employed.	
	Whether the applicant firm, Directors/partners were at any time prosecuted for any offence by any court for civil/economic offence ? If yes give details.	
11	Name and designation of signatory of this application (enclose copy of power of Attorney where applicable)	
<p>I/we do hereby certify that the agency agreement with M/s(name of foreign principals) dt..... is current and that the applicant firm has no other agreement with the principals for payment of commission other than what is stated herein, either abroad, or in India in foreign currency of in Indian currency.</p> <p>I/we also certify that I/we am/are duly authorized to submit this application on behalf of and bind the firm.</p> <p>I/we also confirm that in the event of any change in agency agreement, termination of the agreement and/or change in the management of the applicant firm, the name will be duly intimated to this office within 15 days of such change.</p>		
Place:		Authorized signatory with seal
Date		

CHECK LIST FOR FILLING THE APPLICATION

The applicants must also complete the checklist as given below to ensure that the application is complete in all respects. The applications with incomplete information/ documents are liable to be rejected.

Sl.No.	Requirement	Tick if completed
1.	If the firm is seeking enlistment for more than one foreign principals, separate application to be furnished for each of the foreign principals.	
2.	All Annexure/Enclosures/documents, supporting the application to be authenticated under signatures of the applicant in ink with seal of the firm.	
3.	Documentary proof of the status of the firm:	
	For the public/private Limited companies.	
a)	Copy of Memorandum and Articles of Association self certified.	
b)	Copy of Certificate of incorporation self certified	
	Proprietary/partnership firms	
a)	Copy of partnership deed self certified	
b)	Certified copy of Entry Form-A or equivalent from the Registrar of firm, self certified.	
4	Copy of agency agreement with foreign principals covering details (a) date of arrangements (b) date of expiry (c) agency commission payable in Indian currency (d) territorial jurisdiction (e) items for which enlistment is sought (f) foreign principals agreement to provide technical support and spare parts for after sale service (g) authority to commit and sign on behalf of foreign principals.	
5	Copy of Import Export Code number issued by DGFT, self certified.	
6	Copy of PAN certificate, self certified.	
7	Copy of Sales Tax Registration Certificate, self certified.	
8	Affidavit as per Annexure 1 duly notarized.	
9	Performance statement as per Performa Annexure 2 of the application	
10	Bankers' Report in original giving details of financial status of the applicant firm as per proforma in Annexure 3	
11	Notarized copy of General Power of Attorney in case in favour of person signing the application is authorized signatory.	

AFFIDAVIT

(To be executed on non-judicial stamp paper of Rs. 10/- and attested by a Notary public or 1st class magistrate)

I/We..... son of the proprietor/partner (s)/Director(s) of M/s with their registered office at who are Indian Agents of foreign principals M/ssolemnly affirm and state on oath that :

1. The premises of the firm situated at are owned exclusively/rented by me/us* upto(indicate date).
2. That the applicant firm possesses adequate after sales service facilities which are available at(give address (es)).
3. That none of the proprietor/partners/Directors* of the firm was or is proprietor or partner or Directors of any firm with whom the Government has banned/suspended business dealings.
4. We undertake to report to Directorate CRPF immediately after we are informed but in any case not later than 15 days, if business dealings with any firm in which any of the proprietor/partners/Directors* of the firm is/are proprietor or partner or Director, are banned/suspended by the government in future either before the Enlistment certificate is issued or thereafter.
5. The information given above is true to the best of my/our knowledge.

Place :

Date :

Signature(s) of Deponent(s)
(Seal of the firm/Company)

Verification

I/We* above named deponent/deponents hereby verify that the contents of my/our* above deposition are true to the best of my/our* knowledge and nothing has been concealed there from.

Verified atthis theday of

Signature(s) of Deponent(s)
(Seal of the firm/Company)

Notes:

1. Strike out whichever is not applicable.
2. The applicants may submit the Affidavit separately or together as is convenient.

PERFORMANCE STATEMENT

(For last three years with Government/Semi government/Limited companies)

Sl.No.	Purchaser	PO No. and Date	Description of stores	Quantity supplied	Value

Authorized Signatory (ies)
with seal

PROFORMA FOR BANKER'S REPORT
(To be submitted on the Bankers letterhead)

Director (Registration),
Directorate General of Supplies and Disposals,
Jeevan Tara , 5 Sansad Marg,
New Delhi-11001

Sub: Bank report in respect of M/s(name of the firm with address) for the purpose of Enlistment of Indian agents of Foreign Principals (Under compulsory enlistment scheme of Department of expenditure, Ministry of Finance.

Sir,

This is to certify that M/s(name of the firm with address) are maintaining current /saving account No. with this bank branch for the lastyears. The firm has been provided with a credit limit of Rs.

This is further certified that their account with this bank has been operated in a satisfactory manner.

Yours faithfully

(
Chief manager
Bank /Branch with seal

(The below text to be produced in the letter head of the company)

Ref No.....

Date: /06/2018

To

The Director General
CRPF, Block No.-1, CGO Complex,
Lodhi Road, New Delhi-110003

Kind Attention:- **IG, Provisioning CRPF.**

Subject: - **Authority letter for receipt of QRs/ Specifications of Light Bullet Proof Vehicles**

Please refer to your Tender Notice No. _____ dated _____

2. We,..... (name of the firm) having registration ID No.....issued by Govt. of(copy enclosed).. are the OEM of armored vehicles or in the capacity of having joint venture with.....engaged in the business of manufacturing of armored vehicles/ vehicles (copy enclosed and a similar copy to be faxed by parent company's fax No. or handed over in person). We also confirm that we are or will be in a position to undertake all India After Sales Service, Maintenance and Repairs, particularly in North East Region, LWE affected States and J&K.

3. Name..... Designation..... I/Card No..... offirm..(is hereby authorized to receive QRs/Specification of Light Bullet Proof Vehicles from your office on behalf of the undersigned. Specimen signature/Photos of above individual duly attested are appended/ pasted below. Certified/true copy of License regarding bullet /mine proofing of vehicles or manufacturing of armored vehicles issued by DIPP/ GOI or Or any Govt. abroad issued in the name of is pertaining to the undersigned. Attested copy of Identity Card of representative are enclosed herewith for your due verification.

4. I fully understand that the draft QRs & specification is a Govt. document of secret nature and are being shared with us for our internal consumption. The QRs as a whole or any part thereof will not be circulated to any body else. These QRs will strictly be used for our development/ R&D purpose only. Unauthorized possession by any of our official or its circulation in parts or full in public domain by us or its pilferage will certainly invite legal action against our firm's concerned division head/undersigned.

Encl.: As above

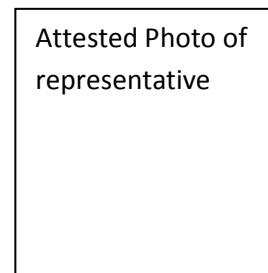
Specimen Signature of

1.....
(To be signed by the officer authorized for collection and attested by the authority writing this letter)

2.....

3.....

(Similar signature to be appended above for verification before CRPF Officer at the time of collection)



Attested

For

Signature.....

Name-.....

Designation.....

Mobile No.....

(Seal of the firm)

*** For foreign firms :-** Parent company manufacturing the armored vehicle must fax this letter from their foreign office fax to CRPF Fax No. 011-24360155, 011-24369587 between Indian standard time 10 am to 6 pm or through e-mail- mtdte@crpf.gov.in or igprov@crpf.gov.in. They must also enclose the relevance or joint venture with the person or firm collecting such document on their behalf.

*** Note:-** QRs will only be handed to the authorized person not below the rank of officer concerned with the division of armored vehicle.

No. U.II.1228/2017-18-Proc-III

Dated, the June' 2018.

PROFORMA FOR COMMERCIAL BID/PRICE BID

{ TO BE FILLED BY THE BIDDER & ATTACHED SEPARATELY IN SECOND COVER }

Sl No	Nomenclature of items	Qty (In Nos)	Unit Price Ex-Factory	GST	Any other charges	Amount per unit (Inclusive of all in INR)	Total Price in Rs.
A	B	C	D	E	F	G	H
1)	Light Bullet Proof Vehicles (LBPVs)	185 Nos.					

Note :- Tenderers are required to indicate basic rate, custom duty, excise duty, GST and any other leviable taxes/charges separately within above performa. Such taxes/duties/charges reflected outside the performa will not be accepted.

(SIGNATURE OF TENDERER)

Date

Complete address.....

.....

Name of tenderer (with rubber stamp)

Designation_____

Company/ Firm_____