

Government of India, Ministry of Home Affairs  
 Commandant 35 BN, Border Security Force  
 Provisioning Branch  
 Po- Chamagram, Distt-Malda (WB)

TENo. Prov/35 BN BSF/TE/HEFCB/2019/5475-87

Dated, the 17/04/2019

**LIMITED TENDER NOTICE**

The Commandant 35 BN BSF, 17<sup>th</sup> Mile, Baishnabnagar, Malda(WB) on behalf of President of India, invites sealed tenders from eligible/reputed firms/individual dealing with running /operation of Engine fitted country Boat in River Ganga for hiring of EFC Boats (with fuel) for one year in two bid system for further deployment in the area of 35 Bn BSF.

S/No	Purposes	Earnest Money	Last Date		Date	
			Receipt of application	Issue of Tender documents	Submission of Tender	Opening of Tender
(1)	(2)	03	(4)	(5)	(6)	(7)
01	For Hiring of EFC Boats/CB with one boatmen (with fuel)	Rs.2600/-	29/04/2019	26/04/2019	22/04/2019	30/04/2019

2. The tender forms and other details can be obtained from the office of the Commandant 35 BN BSF , 17<sup>th</sup> Mile, Baishnabnagar, Malda(WB) on payment of Rs.300/- (non-refundable) on any working day except holidays. Firms/individual shall furnish photo copy of Pan card/full detailed address of firm/individual with the application of tender.

3. Tenders will be issued to eligible firms/individual provided they produce definite proof from the appropriate authority for dealing in running/operation of EFC Boats/CB which shall be to the satisfaction of the competent authority.

Contd....2/-

4. Earnest money should be deposited along with tender documents in separate envelop marked as earnest money in the form of receipt treasury challan/deposit of call receipt of a scheduled Bank/fixed deposit receipt of a scheduled Bank/Demand draft of a scheduled Bank issued in favour of Commandant 35 BN BSF payable at SBI- Khejuria NTPC (Code No. 08747). Earnest Money is acceptable in the form of Bank Guarantee also.

Sd (17-04-19)  
(SHASHANK BHUSHAN)DC/QM  
FOR COMMANDANT, 35 BN BSF  
BAISHNABNAGAR, MALDA(WB)

**CHAPTER-I**  
**INVITATION TO TENDER (NIT-B)**

**Government of India, Ministry of Home Affairs**  
**35 Bn, Border Security Force**  
**BAISHNABNAGAR, MALDA-732127**  
**(Tele/Fax No. 0351-22225655, E-mail – comdt35@bsf.nic.in)**

**Tender No. Prov/35 Bn/limited tender/EFCEB/19/5475-87      Dated, the 17 April'2019**

On behalf of the President of India, DG BSF invites an open tender for the store/service related to the schedule of requirement of tender enquiry enclosed.

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

3. The above manuals are available with latest amendment on website of Ministry of Finance, Govt. of India. The same can be downloaded from the [www.finmin.nic.in/](http://www.finmin.nic.in/).

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

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

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

7. CPP Portal i.e. [eprocure.gov.in](http://eprocure.gov.in) is maintained by National Informatics Centre (NIC). **Any technical problem** related to uploading the technical bid by participant bidder will be addressed by NIC and their helpline team. No assistance in any manner will be provided by BSF and no request on this behalf will be entertained for extension of tender as well as for acceptance of hard copy.

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

Signature of the tenderer

Commandant  
35 BNBSF  
**For and on behalf of the President of India**

**CHAPTER- II**  
**INSTRUCTIONS TO BIDDERS**  
**(This tender set is not transferrable)**  
**Government of India, Ministry of Home Affairs**  
**35 Bn, Border Security Force**  
**BAISHNABNAGAR, MALDA-732127**  
**(Tele/Fax No. 0351-22225655, E-mail – comdt35@bsf.nic.in)**

**Tender No. Prov/35 Bn/limited tender/EFCEB/19/5475-87      Dated, the 17 April'2019**

For and on behalf of the President of India, Commandant 35 BN BSF, PO-Chamagram, Distt-Malda, WB, Pin-732127 invites advertise tender enquiry / OTE through online tenders under Two Bid System (Technical and Financial Bid) on the prescribed form, for purchase of the following stores as detailed in this schedule to tender:-

SI No.	Description of store	Qty
<b>As per Schedule of Requirement (Chapter-V and QR/TD at chapter VI)</b>		

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

(i)	Chapter I	Invitation to tender (NIT)	Page-01
(ii)	Chapter II	Instructions to bidder	Page-02 to 12
(iii)	Chapter III	Instruction for online bid submission	Page-13 to 15
(iv)	Chapter IV	Eligibility and qualification criteria	Page-16 to 18
(v)	Chapter V	Schedule of requirement	Page-19
(vi)	Chapter VI	Technical specification & QR&TDs	Page-20
(vii)	Chapter VII	General condition of contracts	Page-21 to 26
(viii)	Chapter-VIII	Special condition of contract	Page-27 to 28
(ix)	Chapter IX	<b><u>Standard Forms to be filled &amp; uploaded by bidders:</u></b>	
	Appendix-1	Proforma for compliance statement for specification/QR& TD	Page-29
	Appendix-2	Offer of Stores	Page- 30
	Appendix-3	Details of participating firms	Page-31 to 34
	Appendix-4	Manufacturing details of India OEM & System Integrator	Page- 35 to 37
	Appendix-5	Details of Foreign OEM & their Indian authorized distributors	Page-38 to 40
	Appendix-6	Service centre & workshop details	Page-41
	Appendix-7	Performance Statement Format	Page- 42
	Appendix-8	Bank Guarantee Format for furnishing Earnest Money (EMD)	Page- 43
	Appendix-9	Price Schedule	Page- 44 to 45
	Appendix-10	Proforma for 'e-payment'	Page- 46
	Appendix-11	Security Clearance Detail	Page- 47
	Appendix-12	Declaration Certificate to be furnished by bidder	Page- 48
	Appendix-13	Integrity Pact	Page-49 to 53
	Appendix-14	Enlistment Application form	Page- 54 to 45
	Appendix-15	Check list for tenderers	Page- 56 to 57
	Appendix-16	Abbreviations	Page-58

3. All tender documents inclusive of NIT, instructions to bidder, special condition, schedule of requirement, QR& TD and all other relevant document are available at e-Procurement site <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download the same and go through in detail. All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and **submitted only through on line e-Procurement site** <https://eprocure.gov.in/eprocure/app>.

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

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

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

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

8. Name of Stores : Hiring of 05 Nos EFCB and 01 No CB Boat with one Boatmen per boat for next financial year 2019-20.

9. Earnest Money : 2% of Rs.7,87,710/- i.e. Rs. 15,754/- (EMD)

#### **CRITICAL DATE SHEET**

10. Date of publication on website	:	dated 22/04/19
11. Document download start Date	:	dated 22/04/19
12. Document download end Date	:	dated 26/04/19
13. Seek Clarification start Date	:	dated 22/04/19
14. (a) Seek Clarification End Date	:	dated 26/04/19
(b) Pre bid date & time	:	dated 22/04/19
15. (a) Bid Submission Start Date	:	dated 22/04/19
(b) Bid Submission End Date	:	dated 29/04/19
16. Bid opening date	:	dated 30/04/19

17. The Purchaser : **Commandant 35 Bn BSF**
18. Inspection Authority : **Commandant 35 Bn BSF, PO-Chamagram, Distt-Malda, WB, Pin-732127**
19. Inspection Officer : **Board of Officers of BSF**
20. Stores Required at (Consignee) : **Riverine area Padma/Ganga river in AOR of 35 Bn BSF.**
21. Delivery Period : **(a) For Indian Suppliers- Within 30 days from the date of issue of AT (Supply Order).**
- (b) For Foreign Firms (Bidding Directly) :- 90 days from the date of opening of Letter of Credit. LC will be opened only after seller confirms having received all necessary permissions, license to export etc from his Govt. Seller to confirm receipt of necessary permissions as early as possible but not later than 90 days.**
- (c) BSF reserves the right to extend this date in both cases as per merit.**
22. **Place of Procedure & Submission of EMD etc.** : **Commandant 35 Bn BSF, PO-Chamagram, Distt- Malda, WB, Pin-732127**

Original payment instrument in respect of EMD, duly completed in all respects is to be submitted at **Commandant 35 Bn BSF, PO-Chamagram, Distt-Malda, WB, Pin-732127** by One day before technical bid **upto 1510 hrs.** The copy of this documents **must** be uploaded alongwith technical bids by the bidders for transparency. Late/Delayed/Non submission of originals would result in rejection of bid during online bid opening. **Hard copy of bids will not be accepted.**

23. **Form of Earnest Money Deposit (EMD):**

The EMD having **validity of 45 days** beyond the final bid validity period be deposited in the following form only: Bid/ offer validity is 09 months from the date of tender opening

23.1 Fixed Deposit Receipt, drawn in favour of DDO, **35 BN BSF.**

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

24. **Bid/ Offer Validity:-**

**9 months (270 Days)** from date of tender opening. In the absence of any indication in the tender documents submitted, of the date upto which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the schedule to tender

25. **Extension of Bid validity & Earnest Money :-**

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

26. **Clarification on Specifications/QR:-**  
No such requests will be entertained by the purchaser after clarification end date
27. **Right of Bidders :-**  
Bidder can ask in writing about bidding condition, bidding process and / or rejection of their bid. The reasons for rejecting a tender or non issuing of tender document to prospective bidder must be disclosed where enquiries are made by the bidder.
28. **Currency of Bidding :-**  
In Global and Open Tender where the Foreign bidder allowed to quote price in RBI's notified basket of foreign currency i.e US Dollar or EURO or GBP or Yen in addition to the Indian Rupee except of expenditure incurred in India which should be stated in Indian Rupee. Indian bidders are to quote in Indian Rupee (INR) only.
29. **Submission of the proposal in TWO BID SYSTEM:**  
All bidders are required to submit their offers in two bid. The details is as under:-
- 29.1 **TECHNICAL BID:-** It must contain the following:
- 29.1.1 Tender documents duly completed and signed but without indicating the rate quoted(Scanned copy)
  - 29.1.2 Earnest Money in given schedule format or copies of MSME registration certificates for subject store with monetary limit, if any (Scanned copy).
  - 29.1.3 The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc
  - 29.1.4 Clause by clause compliance to specifications
  - 29.1.5 Details of warranty/terms and conditions, arrangements for after sale service in India and free training arrangement for users.
  - 29.1.6 All forms & annexure of T.E. duly filled and signed by the bidder
- 29.2 **COMMERCIAL BID:-**
- 29.2.1 Tenderers should submit price bid(BOQ)Filled as per format available in Appendix-9 of Chapter-VII and upload the same on **CPP Portal <http://eprocure.gov.in/eprocure/app>**.
  - 29.2.2 The tenderer should give break up of their prices in terms of Basic price, Custom duty, any other tax & applicable GST.
  - 29.2.3 The firm will provide frozen rate list of required spare parts (**MRLS**) for 5 years after the warranty period separately.
  - 29.2.4 **Firm will submit no profiting certificate as explained in GST Article 171" (in PDF).**  
The AMC/CAMC price will not be considered for evaluation as L-1.
30. **Evaluation of the Proposal :-**  
A two stage procedure will normally be adopted:-
- 30.1 **Stage-I:** Offer of the firm will be initially examined in accordance to the eligibility criteria of bidder, availability of uploaded complete tender documents alongwith essential forms & annexure duly filled and signed. Suitable EMD or exemption certificate thereof
- 30.1.1 Evaluation of Technical Bids and method of Functional Demonstration /Physical evaluation of the stores to assess their suitability against the laid down QR's/TDs

30.1.2 The purchaser reserves the right to decide upon the methodology / method of trial for Technical Evaluation cum physical trial.

As and when called by the trial board of the purchaser detailed for the Evaluation cum physical trial, the tenderer will have to give such functional demonstration as per Schedule of Requirement on **no cost no commitment basis** at a location specified by the purchaser.

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

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

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

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

30.1.6 **Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the QRs/specifications.**

30.1.7 In case it is not possible to verify compliance of equipment offered due to lack of adequate documents no reference will be made to tenderer & the bid will not be considered further.

30.1.8 **Technical evaluation cum trial will be conducted after opening of tender as per option of Tender terms. Vendor should keep the product ready for Technical Evaluation Cum Trial within two weeks from intimation date by Board of Officer of Technical Evaluation Committee failing which offer will be rejected.**

30.1.9 **In case of any ambiguity in trial, competent authority reserve the right for re-trial of the same subject to recommendation of TAC based on necessity on material ground.**

## 30.2 **Stage-II:- Financial Evaluation**

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

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

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

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



31. **Criteria for awarding the contract :-**  
Evaluation of successful L-1 bidder will be based on eligibility criteria, qualification criteria, QR compliant equipment / store and L-1 price.
32. **Compliance Statement:-**  
The firms must submit/upload compliance statement in the format given in **Chapter VI** along with technical bid failing which their offer will be treated as incomplete and is liable to be ignored.
33. **Trial Equipment:-**  
Not Required at the time of tender opening. However the same is required within (02) weeks from intimated by BSF Board for technical evaluation cum trial before trial board detailed by BSF on NCNC (no cost no commitment) basis..
34. **Pre Delivery Inspection(PDI): -**
- 34.1 Inspection Procedure
- 34.1.1 The inspection will be guided by the provisions contained in the governing specifications (QR/TD) and contract/AT as regards to the scope of inspection to be carried out at the pre-delivery stage and/or final inspection as the case may be. Whether every unit of the supply is to be inspected or inspections is done on the basis of random sampling is governed by the governing specification(QR/TD) and/or the BSF orders issued in this regard from time to time till date of issue of tender enquiry.
- 34.1.2 When material being supplied is in bulk quantities and it is difficult to examine each and every piece, the procedures as given in relevant Inspection Process Schedule (IPS) and other BSF instructions issued from time to time shall be followed. **Where no instructions exist, the guidance of the supervisory officer shall be taken.**  
The material actually inspected shall be double stamped/sealed and balance single stamped. The Inspection Note will be endorsed to this effect. However, the detailed BSF Inspection Board is responsible for the whole consignment.
- 34.1.3 The BSF Inspection Board would prepare an inspection protocol on the basis of the manufacturer's Quality control facilities and obtain approval of the Presiding Officer concerned and advise the same to the contractor. The inspection protocol may cover the inspection of sub assemblies, bought out components, stage inspection and final inspection of tendered store as necessary.
- 34.1.4 On inspection and tests of the plant as per the inspection protocol, inspection reports will be prepared and signed jointly by the detailed Inspection Board and the manufacturer's representative. The report on inspection of plant and machinery at site would be made jointly with the detailed BSF Inspection Board and manufacturer's representative, and signed.
- 34.1.5 Pre-delivery inspection of stores and equipment will be carried out at the manufacturer's premises only. The tender specification shall be complete in all respects. The inspection protocol can be mutually discussed between BSF& manufacturer, if so desired. **Cost of PDI will be borne by purchaser i.e. Govt. Department.**
- 34.1.6 The manufacturers shall bear the laboratory testing including cost of samples expended in testing. The manufacturer shall carry out his internal pre-inspection and offer only such pre-inspected stores, conforming to the tender specification.  
In case of infructuous visits like stores not ready, pre-inspection

not carried out by him or repeated rejection of stores, the contractor is liable to compensate purchaser all costs of such visits.

- 34.1.7 The inspection function is carried out in a decentralized fashion. All correspondence can be made direct to the Trial board detailed by BSF.
- 34.1.8 The inspection would be carried out in accordance with the Tender/AT provisions and inspection protocol agreed thereof. Such inspection would not relieve the sellers or buyers their contractual obligations. The certificate issued after inspection would reflect the findings at the time and place of inspection.

35. **Terms of Delivery & Dispatch Instructions:-**

- 35.1 **Free delivery to consignee basis** only for Indian OEM and authorized distributor of Indian/Foreign OEM
- 35.2 **DDP (Delivered Duty Paid)** only for Foreign Firms quoting directly in accordance to INCOTERMS 2011 and latest version, if any.  
All importing Government Department are now allowed to make their own shipping arrangements. As per extant directive of the Government, airlifting imported goods from aboard will be done only through national carrier i.e. Air India, where applicable.

36. **Payment terms**

- 36.1 **For Indigenous Store:** 100% payment will be made after receipt of stores on fulfilment of following conditions :-
- 36.1.1 Final acceptance of the store, after carrying out JRI Board so detailed
- 36.1.2 Furnishing of performance bond @ 10% of AT value valid from date of final acceptance of stores valid till two months after expiry of Warranty /Guarantee period laid down, in the shape of a Bank Guarantee in the required proforma.
- 36.2 **For imported stores:** 100% payment will be paid against an Irrevocable Letter of Credit **i.e. at site or usance**, on presentation of shipping documents, manufacture's Inspection Certificate, Guarantee/Warranty Certificate, Country of Origin Certificate from the Chamber of Commerce of the country of origin and and following conditions:-
- 36.2.1 Final acceptance of the store, after carrying out JRI Board so detailed.
- 36.2.2 Furnishing of performance bond @ 10% of AT value valid from date of final acceptance of stores valid till two months after expiry of Warranty /Guarantee period laid down, in the shape of a Bank Guarantee in the required proforma

**Payment will be made within 30 days on submission of monthly basis bills.**

37. **Mode of Payment:**-Payment will be made through “e-payment” for which duly completed proforma has to be submitted.
38. **Purchase/ Price Preference Clause:** The Purchaser preference will be given in accordance to **Rule 153 of GFR 2017** and **clause 1.10.4 of Chapter. I** of Manual for procurement of Goods 2017 Ministry of Finance, Department of Expenditure(GOI) and **MSMED Act 2006** and **Public procurement order** (Preference to Make in India) 2017 issued by Department of Industrial Policy and Promotion letter dated 15.06.2017.
- 38.1 The brief of price preference as mentioned in clause 1.10.4 of Chapter. I of Manual for procurement of Goods 2017, Ministry of Finance, Department of Expenditure(GOI) to be followed is as under :-
- 38.1.1 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15(fifteen) percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone 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.
- 38.1.2 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 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.
- 38.2 The brief of Public Procurement order 2017 (Preference to Make in India ) issued by Ministry of Commerce & Industry dated 15.6.2017, to be followed is as under:-
- 38.2.1 Purchase preference shall be given to local supplier in all procurement undertaken by procuring entities in the manner specified here as under ;-
- (i) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph (ii) or (iii) as the case may be, shall apply.
- (ii) In the procurements of goods which are not covered by paragraph (a) and which are divisible in nature, the following procedure shall be followed :-
- (a) 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 awarded to L1.
- (b) 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 invited to match the L1 price for remaining quantity and so on, and contract 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) In procurements of goods not covered by sub-paragraph (i) and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed :
- (a) Among all qualified bids, the lowest bid will be termed as L1, is from a local supplier, the contract will be awarded to L1.
  - (b) If L1 is not a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
  - (c) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

38.2.2 **Exemption of small purchases**:- Notwithstanding anything contained in paragraph (i) to (iii) procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

38.2.3 **Minimum local content**:- The minimum local content shall **ordinarily be 50%**. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

38.2.4 **Margin of Purchase Preference**: The margin of purchase preference shall be **20%**.

38.2.5 **Verification of local content** :

- (i) The local supplier at the time of tender, bidding or solicitation 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.
- (ii) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of General Financial Rules for which a bidder or its successors 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.

- (iii) 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 in the manner prescribed under paragraph (38.2.5) *ibid*.

39. **Security Deposit:**

The successful tenderer will be required to furnish Security Deposit @ 10% of the contract value within 30 days of award of contract, for the due performance of the contract. Failure on the part of the supplier to deposit the security deposit within the stipulated time will make the order null & void.

40. **Performance Bond**

- 40.1 All successful tenderers against the Tender Enquiry **irrespective of their registration status** with MSME shall be required to furnish performance security bond valid upto the laid down period given in the A/T.
- 40.2 The successful tenderer will have to submit a Performance Guarantee/ Warranty Bond equivalent to 10% of the Contract / Order value, valid till two months after the expiry of the Warranty/ Guarantee period in the shape of a Bank Guarantee in the required proforma which will be supplied along with the AT.
- 40.3 The Performance Guarantee / Warranty Bond will come into force after the receipt and final acceptance of the stores. Final Acceptance will be from the date of acceptance of the inspection report of JRI.
- 40.4 Firms will have to direct their banker to extend the Performance bond to be valid till two months after the expiry of Warranty/ Guarantee Period, if required. Where the Performance Bank Guarantee is obtained by a foreign bank, it shall be got confirmed by a Scheduled Indian Bank and shall be governed by Indian laws and be subject to the jurisdiction of courts of the place of issue of the Acceptance of Tender (AT).

41. **Tolerance Clause:**

The purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted by them at the time of placement of contract or during the currency of the contract. In accordance to clause 9.3 of Manual for procurement Goods 2017, MOF.

42. **Liquidated Damages:**

In case the firm does not complete the supply within the laid down agreed delivery period as per contract, action will be taken against the firm as per Clause 9.7.9, 9.7.10 & 9.7.11 of Manual for procurement goods 2017, MOF.

43. **Conditions of Contract:**

As contained in Chapter 9 of Manual for procurement goods 2017, MOF and **contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time.**

44. **Jurisdiction & Arbitration:**

This tender and subsequent contract if any are subject to the jurisdiction of Indian Laws and Courts at the place of issue of the Tender. Sole Arbitration is appointed by the

Commandant 35 BN BSF. For details refer to Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF.

45. **The bidding firm has to give a self certificate to the effect that it has not been blacklisted/debarred/suspended by any Central Ministry/Department, State Govt., PSUs or Banks etc. The certificate has to be scanned and uploaded alongwith the tender documents. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts of manipulated the documents etc, the earnest money deposit or the performance security deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained therefore.**
46. **No bidding firm** will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMD will be forfeited.
47. If after award of the contract, the successful bidder(L1) fails to provide required number of tendered stores, the contract is liable to be cancelled along with forfeiture of performance security deposit and other consequential actions such as blacklisting of the firm etc.
48. **The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/all of the tendered requirement without assigning any reasons.**
49. For any change in terms and condition of tender/tender specifications, the Tenderers are requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.

Signature of the tenderer

Commandant, 35 BN BSF  
For and on behalf of the President of India

## CHAPTER- III

### Instruction 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 enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Click to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the contractors/bidders through e-mail ID provided. Bidder need to login to the site through' their user ID / password chosen during enrolment / registration.
- 3) 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.
- 4) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 5) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested. After downloading / getting the tender document/schedules, the Bidder should go through' them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 6) If there are any clarifications, this may be obtained online through' the tender site, or through' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 7) Bidder then logs into the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- 8) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder. From my tender folder, he selects the tender to view all the details indicated.
- 9) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 10) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with 12 black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

- 11) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 12) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission Process faster by reducing upload time of bids.
- 13) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 14) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 15) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 16) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 17) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 18) Tenderers should fill up price bid as per format available in Appendix-9 of Chapter-VII and upload the BOQ sheet in **CPP Portal <http://eprocure.gov.in/eprocure/app>**
- 19) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 20) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 21) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 22) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 23) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.



- 24) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 25) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 26) For any queries regarding e-tendering Process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to [-cphp-nic@nic.in](mailto:cphp-nic@nic.in) .

Signature of the tenderer

Commandant ,35 BN BSF  
For and on behalf of the President of India

**CHAPTER- IV**  
**ELIGIBILITY AND QUALIFICATION CRITERIA**

1.	<b>ELIGIBILITY CRITERIA:</b>	
(a)	Only those firms should respond who are the manufacturer of the stores specified in the tender specifications or their authorized distributor having technical capability on behalf of their principal OEM, to provide after sales service, additional spare parts on fixed rates, maintenance tools, free training & periodical maintenance during warranty period and AMC/CAMC period.	
(b)	Product of one OEM will be presented by one bidder only.	
(c)	Foreign distributor/agent/reseller of foreign OEM is not eligible for this tender	
	<b>Note:-</b> BSF reserves the right to verify the OEM status through all available means security clearance and other examination report. On any adverse report bid will rejected at any stage of tendering or cancellation of supply order.	
1.1	<b>Indian Distributor of Indian OEM:-</b> An authenticated copy of the written agreement between the manufacturer and the firm by which the later has been appointed as authorized distributor. A MOU (agreement of marketing & after sales service right) by manufacturer and distributor which entails that particular manufacturer appoints to a particular distributor on the basis of a written agreement with him for a specific territory or specific set of items. <b>The manufacturer/OEM shall give an undertaking to the following effect:-</b>	
	1.1.1	That he does not have sufficient marketing arrangements in respect of the specified territory or set of items to participate in Central Government purchases.
	1.1.2	That he will accept the responsibility for the satisfactory execution of orders placed on the authorized distributors/business partner.
	1.1.3	That he will provide requisite inspection and testing facilities at his manufacturing/work location in respect of orders placed on authorized distributors.
	1.1.4	The authorized distributor price will not exceed that which the manufacturer would have quoted.
	1.1.5	The manufacturer will declare the quantum of commission or the margin of profit to which authorized distributor is entitled.
	1.1.6	Inspection challan authorized by distributor 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.
	1.1.7	<b>The authorized distributors would also give an undertaking in such cases as follows :-</b>
	(i)	That he will be responsible for all the contractual obligations including quality aspect, replacement of part/item and warranty/guarantee, periodic maintenance, supply of additional spares & maintenance tools and AMC/CAMC obligations and.
	(ii)	<b>That he will indicate besides the quoted price, the manufacturers price to him alongwith copy of proforma invoice issued by OEM.</b>
	<b>N.B.:</b> Tenders which do not comply with the above stipulations are liable to be ignored.	

	1.2	<b>Foreign OEM:-</b>	
		1.1.1	Foreign OEM of the tendered equipment is eligible for participation but they must have after sales service centre with qualified technician in India which is registered with MSME/NSIC or any other concerned Govt. agency. (Details of service centre must be filled in <b>Appendix – 4</b> )
			OR
			Foreign OEM who are not having service facility in India will provide 05 years warranty with deposit of 10 percent Performance bond in addition to given warranty period of Tender. Downtime response for repair shall be maximum 15 days.
		1.1.2	In countries where manufacturers are authorized to export such equipment only through their authorized Govt. marketing agency, such agencies will be allowed to bid. The tenderer must furnish a certificate from the manufacturer and their Govt., with the tender, certifying the authenticity of this requirement, failing which their tender will be summarily ignored. The Foreign Manufacturers of the tendered stores will have to specify in the tender document, details of the after sales service to be provided after expiry of warranty period.
	1.3	<b>Distributor / Business Partner of foreign OEM :-</b> Indian Business Partner / Distributor of Foreign Manufacturers/OEM are allowed to participate in the tender subject to essential production of following documentary details:-	
		1.3.1	They must have after sales service centre alongwith Lab/workshop for periodical maintenance & repair in INDIA which is registered with MSME/NSIC or any other concerned Govt. agency
		1.3.2	MOU with foreign principal/OEM for tendered item for a period of minimum two years.
		1.3.3	<b>Enlistment form</b> & other relevant details in given <b>Annexure ‘F’</b> . <b>This may be used to enlist</b> Indian Distributor/Seller.
		1.3.4	Proforma invoice of OEM to Indian Distributor/Seller
		1.3.5	OEM authorization must be there for distributor who are bidding on behalf of Foreign Principal OEM that they have authorized to participate in this tender.
		1.3.6	Foreign OEM will give declaration certificate that they will be liable for performance of store during warranty period and provide spares, periodic maintenance, and repair as and when required.
		1.3.7	OEM will also declare for ability of spare parts for warranty plus AMC period.
	1.4	<b>System Integrator and Customized service provider</b> – Indian firms who are System Integrator and Customized service provider of tendered equipment's are eligible to participate in tender subject to essentially meeting the following conditions :-	
		1.4.1	They must have after sales service centre alongwith Lab/workshop for periodical maintenance & repair in PAN India Region which is registered with MSME/NSIC or any other concerned Govt. agency
		1.4.2	MOU with foreign principal/OEM or Indian OEM for major part of the equipment to be used in Integration to provide tender required equipment. This should be minimum of two years validity.
		1.4.3	Enlistment form & other relevant details in given <b>Annexure ‘F’</b> . <b>This may be used to enlist</b> Indian Distributor/Seller.
		1.4.4	Proforma invoice of OEM to system integrator

2	<b>Qualification criteria:-</b>
	Supplier past performance, experience, technical competence and production capacity of the tendered goods, financial strength to handle the contract successfully and compliance with environmental protection regulation will be taken into account to ascertain the appropriate qualification
3.	<b>Criteria for determining the responsiveness of bid :-</b>
	All factors will be taken into account for evaluating the bids on common platform and criteria for awarding the contract to responsive and most advantageous bidder. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

**CHAPTER- V****SCHEDULE OF REQUIREMENT**

Tender No.Prov/Limited Tender/35Bn/EFCB/19

<b>Srl No.</b>	<b>Description of store</b>	<b>Qty</b>
1)	EFCB with Boatman for 12 Months at BOP Madanghat	01
2)	EFCB with Boatman for 06 Months at BOP Girdharipur	01
3)	EFCB with Boatman for 12 Months at BOP Nirmalchar	01
4)	EFCB with Boatman for 06 Months at BOP Tickilchar	01
5)	EFCB with Boatman for 06 Months at BOP Lawangola	01
6)	CB with Boatman for 06 Months at BOP Kanapara	01

## CHAPTER- VI

Technical Specification (including drawing) and QR/ TDs

NOMENCLATURE	SPECIFICATION/SIZE OF LAUNCHES	REMARKS
Minimum length	45 to 50 Feet Minimum	
Minimum width/breadth	8 Feet Appx	
Thickness of Wood	1 Inch	
Capacity	20-25 Personnel	
Horse power of engine	10 HP	
Depth	-	
Over all condition of EFCB	Good	

## CHAPTER- VII

**GENERAL CONDITIONS OF CONTRACT**

1.	All appendices, attached with the TE, should be duly filled in and are sacrosanct for considering any offer as a complete offer.	
2.	The <b>conditions of contract</b> , which will govern any contract made, are contained in the:	
2.1	The conditions of contract which will govern any contract made are <b>contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 &amp; all orders issued by MHA</b> , CVC and other relevant departments of Government of India from time to time till date of issue of this tender.	
2.2	Public Procurement order (preference to Make in India, 2017) issued by Department of Industrial Policy and Promotion, <b>Ministry of Commerce &amp; Industry</b> , Govt. of India, vide their letter dated 15.06.2017 and notification issued by <b>Ministry of MSME</b> under section 11 of Micro, Small and Medium Enterprises Development Act 2006 shall also be taken into consideration in procurement of Goods & services.	
2.3	<b>Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general conditions.</b>	
3.	<b>Amendments:-</b>	
	The amendment made by Central Government from time to time in policy and instructions will be adhere to.	
4.	<b>Definition :-</b>	
	"Secretary" means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Special Secretary, Additional Secretary, Joint Secretary or Director or Deputy Secretary in Ministry of Home Affairs. Director General, Inspector General, Dy. Inspector General, Commandant in BSF (MHA) and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.	
5.	<b>ARBITRATION:-</b> In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall referred to the Sole Arbitration of the DG, BSF, Min. of Home Affairs or of some other person appointed by him. It will be no objection that the Arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:	
5.1	If the arbitrator be the DG, BSF, Ministry of Home Affairs:	
	5.1.1	In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to Proceed with the reference himself or to appoint another person as Arbitrator :
		OR
	5.1.2	In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator.
5.2	If the arbitrator be a person appointed by the Commandant, 35 Bn BSF, Min. of	

		Home Affairs:- In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Court for any reason, it shall be lawful for the DG, BSF, 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, BSF, Min. of Home Affairs in place of the outgoing Arbitrator, as the case may be to act on the record of the Proceedings as then taken in the arbitration, or to commence the Proceedings de novo, as he may at his discretion decide.
	5.3	It is further a term of this contract that no person other than Commandant, 27 Bn BSF, Min. of Home Affairs or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
	5.4	The Arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.
	5.5	Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
	5.6.	Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration Proceedings under this clause.
	5.7	The venue of arbitration shall be the place where the contract is concluded or such other place as the Commandant, 35 Bn BSF at his discretion may determine.
	5.8	In this clause the expression Commandant, 35 Bn BSF, Min. of Home Affairs, means the Commandant, 35 Bn BSF for the time being & includes, if there be no DG, BSF, the officer who is for the time being the administrative head of the BSF. Min of Home Affairs whether in addition to other functions or otherwise.
6.	<b><u>EARNEST MONEY DEPOSIT:-</u></b>	
	6.1	All firms who are not registered as <b>MSEs</b> as defined in Procurement Policy issued by MSME for the subject stores for which the offer is being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.
	6.2	For claiming exemption from depositing earnest money, tenderer should be registered with <b>MSEs</b> for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified Earnest Money.
	6.3	Earnest money can be deposited in only any one of the following forms:
	6.3.1	A Fixed Deposit Receipt drawn in favour of <b>DDO, 35 Bn BSF, Baishnabnagar, PO-Chamagram, Distt-Malda payable at SBI, Khejuria NTPC (Code No.08747)</b>
	6.3.2	An irrevocable Bank Guarantee (BG) in Indian Rupees in the format supplied with the tender of any Indian Nationalized/Scheduled Bank.
	6.4	The earnest money shall be valid and will remain deposited with the purchaser for the period the offer is valid. If the validity of the tender is extended, the validity of EM document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the period shall not be considered by the Purchaser.
	6.5	No interest shall be payable by the purchaser on the EM deposited by the tenderer.
	6.6	The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender.
	6.7	The EM of the successful tenderer shall be returned after the security deposit is



		furnished as per AT. If the successful tenderer fails to furnish the <u>security deposit</u> as required in the contract within the stipulated period, the <b>Earnest Money</b> shall be liable to be forfeited by the purchaser.
	6.8	<b>EMD</b> of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of <b>Earnest Money</b> in time.
	6.9	Any tender received from firm which is not registered with MSMEs as Micro & Small Enterprises for the tendered stores, and is not accompanied with required <b>Earnest Money</b> in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.
	6.10	In place of bid Security, Bidders to sign a Bid Security declaration accepting that if Firm withdraw or modify their bids during the period of validity or if Firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, Firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the Bids.
	6.11	Any tender received from firm which is not registered with MSME/NSIC/Udyog Adhar as Micro & Small Enterprise for the tendered stores and is not accompanied with required Earnest Money is prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing Earnest Money.
7.	<b>PRICE:</b>	
	<b>The Price quoted shall be on firm and fixed basis subject to no variation whatsoever during the currency of the contract.</b>	
8.	<b>PATENT AND OTHER INDUSTRIAL/ INTELLECTUAL PROPERTY RIGHT</b>	
	The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property/rights. The tender shall indentify the Purchaser against all claims from a third party at any time on account of infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplied, irrespective of the fact of infringement of any or all the rights mentioned above.	
9.	<b>TRANSFER AND SUB-LETTING</b>	
	The tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contact or any part thereof.	
10.	<b>PENALTY FOR USE OF UNDUE INFLUENCE:</b>	
	The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing top do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed or acting on his behalf , as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchase to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss	

	<p>arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall render.</p>	
11.	<b>PAST PERFORMANCE:-</b>	
	<p>Bidders must enclose performance statement for the previous years in the proforma supplied with the tender as per <b>Appendix-7</b>. The decision on the assessment of the past performance of the tenderer by Commandant 35 Bn BSF is final.</p>	
13.	<b>SPECIAL CONDITIONS:</b>	
	13.1	<b>Fall Clause</b>
	13.1.1	<p>The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub –system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.</p>
	13.1.2	<p>The bidder shall strive to accord the most favoured customer treatment to the buyer in respect of all matter pertaining to the present case.</p>
	13.2	<b>RISK PURCHASE CLAUSE</b>
	13.2.1	<p>In the event of failure of supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order /AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.</p>
	13.2.2	<p>In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the subject store at the risk and cost of contractor, the purchaser is not bound to accept the lower offer of Benami or allied sister concern of the contractor.</p>
	13.3	<p><b>Any information furnished by the bidder in support of their eligibility of tender conditions, past performance, registration status with concerned Government Agency and all other relevant to the tender find fake, incorrect or fraudulent, then the bidder will be liable for forfeiture of EMD, Security Deposit, cancellation of contract and further Debarment from BSF as well as other Central Government Department's tender and other legal recourse thereof.</b></p>
	13.4	<p><b>All bidders are liable to field their equipment for trial within given date &amp; time at a desired place. Failing which EMD of the bidder shall be liable to be forfeited without any further notice.</b></p>
14.	<p>In case of any defect in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or the tenderer will be</p>	

	liable to replace the defective store at their cost.
15.	<b><u>LAWS GOVERNING THE CONTRACT</u></b>
	The contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.
16.	<b><u>JURISDICTION OF COURT:</u></b>
	The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration Proceedings shall be held at New Delhi, India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.
17.	<b><u>force MAJEURE clause</u></b>
	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final all unused, undamaged and acceptable materials, brought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchase elect to retain.
18.	<b><u>TERMINATION OF CONTRACT</u></b>
	18.1 Time shall be the essence of the contract. The purchaser shall have the right to terminate this contract without any notice in part or in full in any of the following cases:
	18.1.1 The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
	18.1.2 The seller is declared bankrupt or becomes insolvent.
	18.1.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.
	18.1.4 In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T
	18.1.5 Any incorrect information regarding eligibility criteria and other tender condition furnished by the bidder found at later stage then A/T (Supply order) will be cancelled alongwith forfeiture of security deposit/ performance bond.

19.	Bulk supplies in the case of successful Tenderer should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in <b>Chapter-IV</b> .
20.	Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non- communication by the firm will make the offer liable for rejection.
21.	<b><u>GOVT. REGULATIONS</u></b> It shall also be confirmed that there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. <b>Suppliers/Contractors shall provide a certificate this effect.</b>
22.	For any change in terms and condition of tender/tender specifications, the Tenderers are requested to visit CPP e-Procurement site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> regularly.
23.	<b>Any query/Representation</b> be addressed to Commandant, 35 <b>BN, BSF</b> <b>PO-Chamagram, Distt-malda, W.B., Pin -732127 (Tele/Fax No.03512-225655, E-mail –comdt035@bsf.nic.in)</b>

## CHAPTER- VIII

**SPECIAL CONDITIONS OF CONTRACT**

1. Date and Time of Receipt of Tender : See Page No. 1
2. Date and Time of Opening of Tender : See Page No. 1
3. Tender Cost : Nil
4. Stores (Description With units)

S. No.	Name of Unit	Name of BOP's where boats to be	EFCB's/CB boat with one boat man and with accessories.
1	35 Bn BSF	EFCB with Boatman for 12 Months at BOP Madanghat	01
2	35 Bn BSF	EFCB with Boatman for 06 Months at BOP Girdharipur	01
3	35 Bn BSF	EFCB with Boatman for 12 Months at BOP Nirmalchar	01
4	35 Bn BSF	EFCB with Boatman for 06 Months at BOP Tickilchar	01
5	35 Bn BSF	EFCB with Boatman for 06 Months at BOP Lawangola	01
6	35 Bn BSF	CB with Boatman for 06 Months at BOP Kanapara	01
<b>Total =</b>			<b>06 Nos EFCB/CB for 12/06 months.</b>

5. Quantity : 06 Nos EFCB/CB with one boatmen per boat
6. Validity of offer : One year/Six month
7. **EMD** : Each tender must be accompanied by an earnest money of Rs. 15,754/- for 06 EFCBs/CB or Rs. 2626/- for each EFCB/CB only (Approx 2% of the estimated cost) in the shape of Bankers Draft/Bankers cheque prepared in favour of **Govt. Fund Account 35 Bn BSF payable at SBI- Khejuria NTPC (Code No.08747)**

8. Contract period : As per supply order for 12/06 months from the date of AT.
9. Minimum Quantity  
To be offered : 06 Nos
10. List of Consignee :

S/No	Details of Consignee	Area	EFCB/CB
1.	Commandant 35 BN BSF Post –Chamagram, Distt- Malda (WB) Pin- 732127	Riverine area Padma/ Ganga river in AOR of 35 Bn BSF	06 Nos
<b>Total</b>			<b>06 Nos</b>

11. EFCBs/CB shall be deployed from BOP Madanghat to Kanapara in river Ganga-Padma River can be shifted from one BOP to another BOP as per Ops/Adm requirement.
12. After finalization of tender by CFA, orders for supply/providing of Boats will be placed to lowest tenderer. Before deployment pre-inspection of EFC Boats/Country will be carried out by BOO and HPL test of selected Boats will be conducted by same BOO.
13. The rates quoted by intending firm/boat owners must include the boatman salary on daily wages without boarding/lodging charges.
14. The approved firm/boat owners will have to be ready to provide the boats on approved rates as per requirement basis throughout the validity period of tender.
15. The boat owner will be fully responsible for any damage/loss to their boats. The repair and maintenance cost shall be borne by the boat owner at his own cost.
16. In case of damage/defective boats, the owner shall made alternative arrangement with 24 Hrs.

17. Fuel required for running of boats will be provided by BSF after conducting HPL test of hired boats. **Hence rates should be quoted excluding POL charges.**
18. Depositing burnt M/Oil will be deposited with every fresh issue of M/Oil.
19. Hiring charges will not be paid for the period when the boats remain non-operative for any defect/repair.
20. Leave of the boatman throughout the year will be managed by the boat owner subject to suitable and capable replacement.
21. BSF will not be responsible for any incident/accident. No claim of any sort of men and materials due to any mishaps/accidents will be entertained by BSF.
22. The Engine/platform/hood as well as overall condition of EFCB/Boats should be of specified quality.
23. EFCB/Boats should be registered with appropriate State or Central Govt registering authority.
24. The EFCBs/Boat owner shall submit character and antecedent/police verification of boatmen so recommended for hiring by checking their voter identity card, ration card recent character certificate etc as the case may be.
25. The tenderer should quote the rate for hiring of EFCBs/Boat for per day inclusive of charges of boatmen and their overhead.
26. EFCBs/Boat as required will be provided by any single EFCBs/Boat owner/supplier/reputed firm only on lowest offered rate basis.
27. The boatman provided with EFCBs/Boat can be used for assistance for shifting of stores/etc and for loading/un-loading.
28. One life buoys and Two life Jackets to be provided in each EFCBs/Boat.

**COMMANDANT  
35 BN BSF**

## CHAPTER- IX

**APPENDIX- 1****Proforma for Compliance Statement for Specification/ QR& TDs:-**

- (a) Name of Item : Hiring of 05 Nos EFCBs/01 No CB with Boatmen for the FY 2019-20
- (b) Brand of Item :
- (c) Company of Origin :
- (d) Make & Lot No. :
- (e) Tenderers are requested to give Compliance of each Specification whether equipment being offered by them is complying with Specification or otherwise as per proforma below:-

Sr. No.	Technical Specification/ Qualitative Requirements	Complied	Not Complied. If not complied attach deviation statement	Page No. in the Tech. literature attached/ enclosed with tender which specifically confirms this
01	Minimum Length 40 to 50 Feet			
02	Minimum width/breadth Appx 08 Feet			
03	Thickness of wood 01 inch			
04	Capacity minimum 20 to 25 personnel			
05	Horse power of engine 10 HP			



**OFFER OF STORES**

Tender No.Prov/E-tender/35Bn/EFCB/CB/19

<b>Full Name and Address:</b>  <b>Post Box No.:</b> <b>(It should be quoted in all communication to this office.</b>	<b>Contractor's Telegraphic Address:</b>  <b>Telephone No(s):</b> <b>FAX No. :</b> <b>City Code used:</b> <b>E-mail Address.</b>
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To,  
**The Commandant,**  
**35 BN, Border Security Force**  
**PO-Chamagram, Distt-Malda,**  
**Pin-732127**  
**(Tele/Fax No.03512-225655,**  
**E-mail [comdt035@bsf.nic.in](mailto:comdt035@bsf.nic.in))**

Dear Sir,

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

2. I/We have understood the instructions of contract which will govern by Rules **contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time** till date of issue of this tender, placed by the Central Purchase Organization of the Government of India”, as amended up to date. I/We have also understood that **any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.**

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

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

Yours faithfully

**SIGNATURE OF WITNESS**

**Address :-** \_\_\_\_\_  
**Dated :-** \_\_\_\_\_

(Signature of Tenderer)  
 Name \_\_\_\_\_  
**Address:-** \_\_\_\_\_  
**Dated :-** \_\_\_\_\_

**APPENDIX- 3****DETAILS OF PARTICIPATING FIRMS**

1.	(i)	Details of authorized Signatory of Participating Bidder :	
	(a)	Name	::
	(b)	Address	::
	(c)	E-mail & website, if any	::
	(d)	Telephone & Fax No.	::
	(ii)	Capacity in which filling the tender; Indian OEM/ Foreign OEM/ Distributor of Indian OEM/ Distributor of Foreign OEM/ Indian System Integrator or PSU (Please specify if in any other category)	::
	(iii)	In case of foreign firm, <b>contact person in Delhi/India</b> and his relationship with tenderer:	
	(a)	Name	::
	(b)	Address	::
	(c)	Relationship with tenderer	::
	(d)	Telephone No.	::
		Landline	
		Mobile	
	(e)	Fax	::
	(f)	E-mail	::
2.		Whether registered with MSME or Distt. Industry Centre (DIC) for subject store as manufacturer MSE( <b>Micro &amp; Small Enterprises</b> ). If yes, upload photocopy of following :	
	(i)	Registration Certificate Validity Date	::
	(ii)	Tendered store is covered or not	::
	(iii)	Specify Monetary Limit (in Rs.)	::
	(iv)	Production capacity per month	::
3.		Whether past supplier of subject store to any Government Organization in India or Abroad <b>during the previous years</b> . (If yes, submit performance statement in proforma enclosed in tender).	
4.	(i)	<b>Delivery period</b> in months from the date of placement of order	::
	(ii)	Monthly rate of supply	::
	(iii)	Offer validity	::
	(iv)	Payment Terms	::
	(v)	Guarantee/Warranty	::
	(vi)	Model offered	::
5.		Whether stores fully conforms to Tender Schedule Specifications in all respects.	

6.	State whether business dealings with you have been <b>banned</b> with Min./Deptt of Supply/ Ministry of Home Affairs/Any Central Government Ministry or Department/Any State Govt. ? If yes, then give the details otherwise upload the self declaration certificate with technical bid.	::	
7.	GST Tax Assessment/ Return Office Address.	::	
8.	Income Tax Assessment/ Return Office address	::	
9.	Income tax clearance certificate & PAN No.	::	
10.	<b>After sales service centre</b> alongwith <b>Lab/ Workshop</b> for periodical maintenance & repair in NCR Region which is <b>registered</b> with MSME/ NSIC or any other concerned Central Govt. agency		
	(i) Registration details with validity	::	
	(ii) Location, building owned or leased	::	
	(iii) Addresses with nearest Police Station :	::	
	(iv) Details must be filled in annexure attached.	::	Yes/ No
11.	Details of <b>MOU</b> with foreign principal/OEM & Indian OEM: for tendered item for a period of minimum two years.		
	(i) Name of OEM	::	
	(ii) No. of items including tendered equipment for MOU	::	
	(iii) Specific period and validity of MOU.	::	
	(iv) Warranty/Guarantee & availability of spares, repairs & Price reasonability having ownership of liability by OEM for tendered equipment.	::	
12.	Essential documents for distributor of Indian OEM. In case of Indian distributor of Indian OEM, then must produce <b>undertaking certificate</b> in accordance to Clause 1.1 of Chapter IV of Tender Enquiry.	::	Yes / No
13.	Essential documents for distributor of Foreign OEM In case of Indian Distributor/seller of foreign OEM, then must fill in <b>Enlistment application</b> form attached as Annexure F.	::	Yes / No

14.	Proforma invoice of OEM to system integrator.	::	Yes / No
15.	<b>Any criminal or civil case pending</b> against firm or owner of the firm (Furnish details thereof)	::	Yes / No
16.	Do you agree to <b>sole arbitration</b> by Secretary, Ministry of Home Affairs or by other some other person appointed by him as provided in Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause).	::	
17.	For Partnership Firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further		
(i)	Whether the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	::	
(ii)	If the answer to (a) is in the negative, Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration	::	
(iii)	If the answer to either (a) or (b) is the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be	::	
<b>N.B.:-</b>			
1.	Please attach to the tender a copy of either document on which reliance is place for authority of partners on 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.	Where 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.		

18.	Here	State specifically	
	(i)	<b>Whether the price tendered</b> by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt Purchaser. If not state the reasons thereof. If any, also indicate the <b>margin of difference</b> .	::
	(ii)	In respect of indigenous items for which there is a controlled price fixed by law, the price quoted <b>shall not be higher than the controlled price</b> and if the price quoted exceeds the controlled price the reasons thereof should be stated.	::

Signature of Tenderer : \_\_\_\_\_

Name in Block letter : \_\_\_\_\_

Capacity in which tender signed: \_\_\_\_\_

Full Address : \_\_\_\_\_

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

Tender No. & Date \_\_\_\_\_ For the supply of \_\_\_\_\_

1.	Details of Manufacturer		
	(i)	<b>Name</b>	::
	(ii)	<b>Office</b>	::
		(a) Address	::
		(b) Telephone No.	::
		Landline	
		Mobile	
		(c) Fax	::
		(d) E-mail	::
	(iii)	<b>Works/ Factory/ Lab</b>	
		(a) Address	::
		(b) Telephone No.	::
		Landline	
		Mobile	
		(c) Fax	::
		(d) E-mail	::
2.	<b>Ownership of Manufacturing Works/ factory/ lab</b>		
	(i)	Manufacturer/OEM having their own premise must upload Documentary evidence for the same. Brief details thereof	
	(ii)	In case you are having leased/rented premise For manufacturing/ Integration/ works, documentary evidence be uploaded. Brief details thereof.	
	(iii)	In case you do not own the factory but utilize the factory of some other firm for the - manufacture/ fabrication of the stores for which you apply for registration on lease or other base you should upload a valid legal agreement that the factory of (Here indicate the name of the firm whose factory is being utilized) has been put at your disposals for the manufacture/fabrication of the stores for which registration has been applied for.	
3.	<b><u>Brief description of factory/ workshop/ lab</u></b>		
	(i)	Covered area & Open area	::
	(ii)	Whether area comes under Govt. authorized Industrial/commercial place for the same	::
	(iii)	Power connection with load capacity and issued in the name of	::
	(iv)	Functional departments of manufacturing/works divided into, details thereof)	::

4.	<b>Details of Plant and machinery</b> erected and functioning in each department :-		
	(i)	Make & model of main machine	::
	(ii)	Date of purchase & commissioning	::
	(iii)	Life of the Machine	::
	(iv)	Details of subsidiary and associated machinery & equipment	::
5.	Details of Machinery/ equipment/ laboratory for quality control		::
6.	Details and stocks of raw material held (state whether imported or indigenous) against each item		::
7.	Production capacity of each item with existing plant & machinery		
	(i)	Normal	::
	(ii)	Maximum	::
8.	Details arrangement for quality control of products such as laboratory etc.		
9.	<b>Manpower</b>		
	(i)	Details of qualified Technical/Supervisory staff in-charge of production & quality control. Upload copies of CVs of these personnel with technical bid	::
	(ii)	Skilled labour employed	::
	(iii)	Un-skilled labour employed	::
	(iv)	Maximum no of workers (Skilled & un-skilled) employed on any day during the 18 months preceding the date of application	::
	(v)	Details of PF &ESI registration, available if any.	::
10.	Whether stores were tested to any standard specification by National/International accredited Lab. If so, copies of original certificate should be submitted in triplicate		::
11.	Whether OEM having any <b>BIS (ISI Mark) / ISO</b> registration. If yes, give the details		::
12.	<b>Industrial license</b> details. Upload the copy alongwith technical bid		::
13.	<b>Give details &amp; upload copy for following :-</b>		
	(i)	Whether MSE(Micro Small Enterprises)	::
	(ii)	Whether medium or large sector Unit	::

14.	<b>Constitution of the firm</b> (upload & furnish the details) :-			
	(i)	Registration with under Indian Company Act 1956	::	
	(ii)	Indian Partnership Act 1932	::	
	(iii)	Indian Proprietary Firm, Pvt Ltd Companies, LLC	::	
15.	<b>Ownership of firm</b> (Furnish the details of proprietor/partners/directors etc.)		::	
16.	<b>Local Content</b> If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacture are also produced in India. If not, give details of materials components etc. that are imported and their breakup of the <b>indigenous component in percentage (%)</b> & Imported components in percentage(%) together with their value & proportion it bears to the total value of the store should also be given.		::	
17.	<b>Declaration certificate :-</b> Indian OEM & their authorized distributor and Indian System Integrator firm will provide all documentary declaration certificates which are mentioned in Clause 1.1 of Chapter IV respectively.		::	Yes/ No

Place :

RE &amp; TENDERER

Date :

DESIGNATION \_\_\_\_\_  
COMPANY/ FIRM \_\_\_\_\_

\



**MANUFACTURING DETAILS OF FOREIGN OEM & THEIR INDIAN AUTHORIZED DISTRIBUTORS**

**(To be compulsory filled by Foreign OEM or their Indian Distributor or System Integrator who are using part of equipment manufactured by Foreign OEM)**

<b>1.</b>	<b>Details of Manufacturer</b>		
	<b>(i) Name</b>	::	
	<b>(ii) Office</b>		
	(a) Address	::	
	(b) Telephone No.	::	
	Landline		
	Mobile		
	(c) Fax	::	
	(d) E-mail	::	
	<b>(iii) Works/ Factory/ Lab</b>		
	(a) Address	::	
	(b) Telephone No.	::	
	Landline		
	Mobile		
	(c) Fax	::	
	(d) E-mail	::	
	<b>(iv) Contact person in Delhi NCR</b>		
	(a) Address	::	
	(b) Telephone No.	::	
	Landline		
	Mobile		
	(c) Fax	::	
	(d) E-mail	::	
<b>2.</b>	<b>Furnish the detail of Industrial License/Permit issued by concerned Govt. Agency</b>		
	(i) Name of Govt. Agency	::	
	(ii) Office Address	::	
	(iii) E-mail of concerned official	::	
	(iv) Website of issuing Govt. Agency	::	
	(v) Phone No. of concerned official	::	

3.	Furnish the details of concerned Income Taxation Department :		
	(i)	Income Tax Department Office address & contact details	::
	(ii)	Income Tax clearance certificate	::
4.	Furnish the details of concerned Industrial Tax registration i.e. GST/Excise/VAT etc. and Office address & contact details of assessment office		::
5.	Registration with Export Office		
	(i)	Registration No.	::
	(ii)	Validity	::
	(iii)	Item	::
6.	CRISIL Rating as a OEM, if any		::
7.	Business name and constitution of the firm as a OEM.		
	(i)	Details of the Govt./Commercial Agency who registered	::
	(ii)	Type & Nature of Firm/Company.	::
8.	Name & Full address of your Banker		::
9.	Certificate of concerned chamber of Commerce that participating Foreign OEM is established OEM for Tendered item		::
10	Foreign OEM participating directly in the Tender must submit certificate that Indian Office /Authorized Distributor are capable enough to provide repair, periodical maintenance and after sales service in life cycle of tendered product		::

11.	<b>MOU</b> Agreement between Foreign OEM and their authorized distributor should be valid		
	(i) More than warranty period time of tendered item.	::	
	(ii) MOU be issued before publication of Tender	::	
12.	<b>Declaration</b> Foreign OEM will give undertaking that they will inform, if appoint new distributor/dealer during life cycle of tendered item		
13.	<b>Declaration certificate :-</b> <b>Foreign OEM &amp; their authorized distributor</b> firm will provide all documentary declaration certificate which are mentioned in Clause 1.2 and 1.3. of Chapter IV respectively.	::	

**N.B.:-** If foreign manufacturer's distributor, please upload with tender the copy of manufacturer's authorization and profit declaration.

Signature of Witness

Signature of Tenderer

Full Name (In Block letters)  
Address:

Full Name (In Block letters)  
Address :

**Note:** Tenderers should furnish specific answers to all the questions. Tenderers may please note that if the answers so furnished are not clear and/or are evasive, the tender will be liable to be ignored.

**SERVICE CENTRE AND WORKSHOP (AFTER SALE SUPPORT) DETAILS****(Essentially to be filled by all Bidders)**

1.	Name of the After Sale support Centre		
2.	Contact Details		
	(i) Address	::	
	(ii) Telephone No.	::	
	(iii) Fax	::	
	(iv) E-mail & Website	::	
3.	Contact person, Mobile No. & Designation	::	
4.	Details of available Infrastructure	::	
5.	Accreditation of Service Centre & Workshop, if any.	::	
6.	Registration of <b>After sales service centre</b> and <b>Lab/ Workshop</b> with MSME/NSIC or any other concerned Central Govt. agency	::	
7.	Capability of periodical maintenance and repair	::	
8.	Reserve stock of manufacturer recommended list of spares(MRLS)	::	
9.	Stock of Special Maintenance & Repair Tools (SMRT)	::	
10.	Qualified Technical personnel available with Service Centre & Workshop	::	
11.	Past performance of the Service Centre & Workshop.	::	
12.	ISO certification available, if any.	::	

**APPENDIX- 7****PERFORMANCE (SUPPLY) STATEMENT FOR PREVIOUS YEARS**

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

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

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

Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_/\_\_\_\_/2019

To,

The Commandant  
 35 BNBSF  
 PO-Chamagram, Malda  
 WB- 732127.

Dear Sir,

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

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

Wish to participate in the said Tender for the supply \_\_\_\_\_  
 of \_\_\_\_\_. As a Bank Guarantee against Earnest Money for a sum of \_\_\_\_\_  
 (in words and figures) \_\_\_\_\_ valid for (180) one hundred eighty days from the date of  
 opening of Tender viz \_\_\_\_\_ is required to be submitted by the tenderer as a condition for the  
 participation, this bank hereby guarantees and undertakes during the above said period of 180  
 (one hundred and eighty days) to immediately pay, on demand by **DDO, 35 BN BSF, PO-  
 Chamagram, Distt-Malda, WB-732127** in writing the amount of \_\_\_\_\_ (words and figures)  
 without any reservation and recourse, if :-

- (i) 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.
- (ii) The tenderer withdraws the said Tender within 120 days after opening of tender' or
- (iii) The tenderer having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.

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

Signature

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

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

Witness

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

\_\_\_\_\_  
 (Designation)

(Bank's Common Seal)

**Appendix -9**

**PROFORMA FOR PRICE BID  
(TO BE FILLED BY THE BIDDERS & SEALED SEPARATELY)**

Tender Inviting Authority: Commandant, 35 BN BSF  
 Name of Work: Hiring of 05 Nos EFCB and 01 No CB Boat with one boatmen per boat and accessories for deployment in riverine area under 35 Bn BSF  
 Bidder Name:- \_\_\_\_\_

S/N	Item Description	Qty (in Nos)	Basic Price (BP) per Unit (In INR)	Price for free Delivery to Consignee basis (In INR)	Custom Duty (CD), if any (In INR)	GST, if any (GST) (In INR)	Any other leviable Taxes, and Charges/ Surcharges (OT) (Please name) (In INR)	Net price (NP) per unit including all taxes (In INR) (BP+CD+ GST+OT)	Total price (In INR or Euro or US\$) with taxes (NP x Qty)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(J)	(K)
1.	EFCB/CB Boat with one boatmen per boat with accessories for deployment in riverine area under 35 Bn BSF	05/01`							
<b>Total in figures</b>									
<b>Total in Words</b>									<b>Rupees</b>

**Note:-**

- |    |  |
|----|--|
| a) | Tenderers are requested to read the instructions given below the Price Bid Proforma carefully before filling the same.   |
| b) | The complete commercial quote should be in one currency only i.e INR . Currency of price should be clearly mentioned.  |
| c) | For evaluation and comparison of offers on equitable basis all the quoted prices (with different currencies) will be converted into a single currency i.e. INR as per the selling exchange rate established by RBI/SBI as prevailing on the <b>date of Opening of Tender</b> . |
| d) | Tenderers are required to indicate Basic Prices, Custom Duty, GST and any other liveable taxes/charges separately within the Proforma for Price Bid given at <b>Annexure 8</b> . Taxes/duties/charges reflected outside the Proforma will not be accepted.                     |

	<p>Tenderer must attach copies of Govt. Notification in support of all applicable Taxes/ duties/ charges quoted in the offer.</p> <p><b>The firm has to mention prevailing custom duty/ other taxes in the proforma along with price bid and must attach copy of Govt. notification in this regard. If Custom Duty/ any other taxes is quoted/ reflected as “Nil” or “Zero” under relevant column of Price Bid, no Custom Duty Exemption Certificate (CDEC) / any other tax exemption will be granted. Subsequently upon placement of Supply Order, no further request will be entertained in this regard. Final payment would be made only on production of other tax clearance.</b></p>
e)	Other Statutory Taxes will be applicable at actuals, if admissible.
f)	Tenderer will attach justification of price quoted. This also includes the recently executed contracts of the store in question with Govt/ Semi Govt. organization etc. All the documents should be provided in pdf format.
g)	Firm will provide consumables & spares free of cost during demonstration and training.
h)	Rates quoted for Srl No. 1 to 6 would be considered for deciding L-1. L-1 will be decided on the final value (total amount with taxes) i.e. the item would cost to BSF. Rates will be compared by taking account inclusive of all Taxes & Duties to decide L-1.
i)	<b>No column should be left blank. Wherever amount is not quoted, the column should be filled with basic rate i.e 00.00.</b>
j)	The decision/interpretation of BSF shall be final in all respect.



**ELECTRONIC CLEARING SERVICE (CREDIT CLEAR PAYMENTS.****A. DETAILS OF ACCOUNT HOLDER –**

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

**B. BANK ACCOUNT DETAILS:-**

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

**C. DATE OF EFFECT –**

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

Date:

(.....)

Signature of Customer

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

(Bank's Stamp)

(.....)

Date:

Signature of the Authorized Official from the Bank

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

**SECURITY CLEARANCE DETAILS**

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

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

**CERTIFICATE TO BE SIGNED BY THE TENDERER****DECLARATION CERTIFICATE**

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

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

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

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

Signature of tenderer:- \_\_\_\_\_

Name in block letters: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Full address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email id \_\_\_\_\_

Website \_\_\_\_\_

**PRE- INTEGRITY PACT CLAUSE****GENERAL :-**

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

**OBJECTIVES**

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

**COMMITMENTS OF THE BUYER**

4. The Buyer commits itself to the following:-
  - 4.1 The Buyer undertake that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
  - 4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
  - 4.3 All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such proceeding misconduct on the part of such official (s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and as such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

**COMMITMENTS OF BIDDERS**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract

stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person relation to the Contract or any other Contract with the Government.
- 6.3 The Bidder will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it will full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. PREVIOUS TRANSGRESSION**

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

## **8. EARNEST MONEY/SECURITY DEPOSIT**

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

- (i) A confirmed Bank Guarantee/ FDR by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank guarantee format is enclosed.
- 8.2 The Earnest Money/Security Deposit shall be valid up to a period as mentioned in Chapter-II of T.E. or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Security Deposit shall be refunded by the buyer to those bidder(s) whose bid(s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC), as constituted by the Buyer, immediately after a recommendation is made by the CNC on the bid (s) after an evaluation.
- 8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- 8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

## **9. COMPANY CODE OF CONDUCT**

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

## **10. SANCTIONS FOR VIOLATION**

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other bidder(s) would continue.
  - (ii) The Earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
  - (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, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
  - (vi) To cancel all or any other Contracts with Bidder.

- (vii) To debar the Bidder from entering into any bid from the Government of India for minimum period of five years, which may be further extended at the discretion of the Buyer.
- (viii) To recover all sums paid in violation of the Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

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

- (x) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In case where irrevocable letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

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

## **11. FALL CLAUSE**

- 11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.
- 11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matter pertaining to the present case.

## **12. EXAMINATION OF BOOKS OF ACCOUNTS**

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

## **13. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

**14. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**15. VALIDITY**

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

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

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

**BUYER**

**BIDDER**

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



**ENLISTMENT APPLICATION FORM****For Indian Distributor/Seller of Foreign OEM and System Integrator using product of Foreign OEM**

1.	Name of the Indian Distributor/Seller		
2.	Address/telephone/fax/Email Id of		
	(i)	Register office	
	(ii)	Head Office	
	(iii)	Website address, if any	
3.	Status of Indian Distributor/Seller		
	(i)	Date of incorporation	
	(ii)	Constitution of the firm :- a) Proprietorship/Partnership(attach copy of Partnership deed and Form-a or equivalent entry certificate from Registrar of Firms self certified) b) Public Limited/ Pvt Limited(attach Memorandum/article of association and copy of certificate of incorporation self certified)	
	(iii)	Names, addresses and telephone nos of Proprietor/ Partners/ Directors having interest in the firm	
	(iv)	If the firm is a subsidiary of an Indian/foreign company, give particulars of parent/holding company	
	(v)	If there are other subsidiaries of the same parent company in India, give full particulars	
	(vi)	If the Directors/Partners/Proprietor have financial interests or are represented on Board(s) of other companies give details	
	(vii)	Income-tax Circle/Ward/district in which the applicant firm is assessed to Income tax, give PAN and attached copy of PAN certificate	
	(viii)	Sale Tax registration no(s)	
	(ix)	Import Export, Code number issued by DGFT, attach a copy of certificate	
4	Name & address of foreign principals		
	(i)	Contact Telephone/fax No.	
	(ii)	Website address	
	(iii)	E-mail id	

5)	Details of stores being offered		
	S/No., Description of stores, Specification with model, Limiting size/capacity Country of Origin		
6	Particulars of agency agreement with foreign principals		
	(i)	Date of agency agreement	
	(ii)	Date of expiry.	
	(iii)	Percentage of Agency Commission	
	(iv)	Territorial jurisdiction	
	(v)	Whether foreign principals has agreed to provide technical support and spare parts for after sales service	
	(vi)	Whether Indian Distributor/Seller has authority to commit and sign on behalf of the foreign principals ?	
7.	Whether Indian Distributor/Seller 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 service, give names & addresses of places where such facilities are available and indicate staff employed		
	(i)	Whether the firm, Director/Partners were at any time prosecuted for any offence by any court for civil/economic offences? If yes give details	
11.	Percentage of Agency commission/profit on OEMs invoice made through selling this store/equipment		
12.	Validity of MOU with foreign OEM		

CHECK LIST FOR TENDERERS

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

Sl. No.	Requirements to be checked before submission of the tender	<b>Complied</b> (Please indicate YES or NO)	<b>Indicate Page No.</b>
1.	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this uploaded.		
2.	If registered with NSI/ DIC/ KVIC/ MSME Udhog Aadhar and copies of valid registration certificate uploaded.		
3.	If an SSI/MSE(Micro Small Enterprises), it has been mentioned in tender & copy of valid registration certificate uploaded.		
4.	Monthly manufacturing & supplying capacity has been mentioned in the tender documents.		
5.	<b>Complete tender documents have been uploaded, after digital signature &amp; stamping on all pages.</b>		
6.	Signatures of witness with full name and address have been added wherever required on tender document.		
7.	Proposal has been submitted in two bid system – Technical Bid & separate Commercial Bid as per tender enquiry.		
8.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.		
9.	Delivery Terms & Period as per tender has been accepted and mentioned in tender.		
10.	Payment Terms as per tender have been accepted and mentioned in tender.		
11.	Compliance statement in format required in tender has been uploaded along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.		
12.	Performance(supply) statement for previous years as required in tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.		
13.	Warranty terms as per tender accepted.		
14.	If called for in tender, Details of AMC/CAMC condition after warranty period have been included in price bid.		
15.	Status of tenderer has been clearly written in tender – manufacturer or manufacturers authorized distributor/ System Integrator/ Customized service provider. If authorized distributor, valid authority letter/MOU for the stores quoted has been uploaded.		

16.	If called for trial, tendered equipment will be deposited well in time before trial board detailed by BSF on given date, time & place alongwith necessary documents and lab report.		
17.	Acceptance of Functional Demo clause, as required in tender, has been specified in writing.		
18.	Free Training on use of equipment after supply, as specified in tender, has been accepted in writing.		
19.	<b>Condition of contract have been accepted and specifically written in tender documents.</b>		
20.	The following proforma enclosed with tender have been properly & completely filled in, signed & stamped.  Offer of stores ( <b>Appendix-2</b> ) Details of participating firms ( <b>Appendix-3</b> ) Manufacturing details of Indian OEM ( <b>Appendix-4</b> ) Manufacturing details of Foreign OEM ( <b>Appendix-5</b> ) Service Center & Workshop ( <b>Appendix-6</b> ) Declaration Certificate ( <b>Appendix-12</b> ) Enlistment form ( <b>Appendix-14</b> )		
22.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt/Private agency.		
23.	If the tenderer wants to mention any specific condition, it must be uploaded alongwith technical bid but on separate letter head and not in the tender documents. <b>Such condition mentioned in any other document will not be given any consideration.</b>		
24	<b>Security Clearance</b> detail of Foreign Representative must be uploaded with visa and passport details. Bidder can give nomination of <b>more than one foreign rep.</b> for NCNC demo, trial & training but nomination <b>cannot be changed</b> after opening of technical bid because it requires substantial period of time for getting security clearance		
25	Indigenous bidder must be prepared to offer the product/Eqpt for trial on short notice after hearing from the Purchaser/ TEC.		

**ABBREVIATION OF MODEL TENDER ENQUIRY**

1)	DG	-	DIRECTOR GENERAL
2)	BSF	-	BORDER SECURITY FORCE
3)	FHQ	-	FORCE HEADQUARTER
4)	CPP	-	CENTRAL PROCUREMENT PORTAL
5)	MHA	-	MINISTRY OF HOME AFFAIRS
6)	NSIC	-	NATIONAL SMALL INDUSTRIES CORPORATION
7)	MSME	-	MICRO, SMALL & MEDIUM ENTERPRISES
8)	MSE	-	MICRO & SMALL ENTERPRISES
9)	GFR	-	GENERAL FINANCIAL RULE
10)	NIC	-	NATIONAL INFORMATICS CENTRE
11)	QR	-	QUALITATIVE REQUIREMENTS
12)	TD	-	TRIAL DIRECTIVE
13)	TE	-	TENDER ENQUIRY
14)	NIT	-	NOTICE FOR INVITATION OF TENDER
15)	OTE	-	ONLINE TENDER ENQUIRY
16)	AT	-	ACCEPTANCE OF TENDER
17)	OEM	-	ORIGINAL EQUIPMENT MANUFACTURER
18)	BOO	-	BOARD OF OFFICERS
19)	LC	-	LETTER OF CREDIT
20)	EMD	-	EARNEST MONEY DEPOSIT
21)	PSD	-	PERFORMANCE SECURITY DEPOSIT
22)	MRLS	-	MANUFACTURER RECOMMENDED LIST OF SPARES
23)	CAMC	-	CONTRACTUAL ANNUAL MAINTENANCE CONTRACT
24)	BG	-	BANK GUARANTEE
25)	DGCA	-	DIRECTOR GENERAL OF CIVIL AVIATION
26)	EUC	-	END USER CERTIFICATE
27)	DGFT	-	DIRECTOR GENERAL OF FOREIGN TRADE
28)	TEC	-	TECHNICAL EVALUATION COMMITTEE
29)	DDP	-	DELIVERED DUTY PAID
30)	SEZ	-	SPECIAL ECONOMIC ZONE
31)	KVIC	-	KHADI AND VILLAGE INDUSTRIES COMMISSION
32)	NCNC	-	NO COST NO COMMITMENT
33)	PDI	-	PRE-DELIVERY INSPECTION
34)	GOI	-	GOVERNMENT OF INDIA
35)	SMT	-	SPECIAL MAINTENANCE TOOLS
36)	STE	-	SPECIAL TESTING EQUIPMENT
37)	MOF	-	MINISTRY OF FINANCE
38)	NABL	-	NATIONAL ACCREDIATION BOARD FOR TESTING AND CALIBRATION LABORATORY
39)	DSC	-	DIGITAL SIGNATURE CERTIFICATE
40)	TIA	-	TENDER INVITING AUTHORITY
41)	BOQ	-	BILL OF QUANTITY
42)	CVC	-	CENTRAL VIGILANCE COMMISSION
43)	AOC	-	AWARD OF CONTRACT