

CHAPTER- I

INVITATION TO TENDER

Government of India, Ministry of Home Affairs
Recruit Training Centre, Karera, Indo- Tibetan Border Police
PO- Karera, Distt- Shivpuri (MP) – 473 662
Fax No: 0749-252209, e-mail: ltcellrtckr@itbp.gov.in

Tender No. 332

Dated, the 22.04.26

On behalf of the President of India, DIG, RTC, ITBP, Karera invites an open tender for the store/goods 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 have been issued before issuance of this Tender. Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.

3. The above manuals are available with latest amendment on website of Ministry of Finance, Govt of India and can be downloaded from the [www. 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, scanned(.pdf) and submitted through e-procurement site.

5. 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, scanned where applicable and then upload on CPP portal.

6. CPP Portal i.e. 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 ITBP and no request on this behalf will be entertained for extension of tender as well as for acceptance of hard copy.

7. This Tender is **NOT** transferable.


Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

CHAPTER- II**INSTRUCTIONS**

Government of India, Ministry of Home Affairs
Recruit Training Centre, Karera, Indo- Tibetan Border Police
 PO- Karera, Distt- Shivpuri (MP) – 473 662
Fax No: 0749-252209, e-mail: itcellrtckr@itbp.gov.in

Tender No. 332Dated, the 28.04.26

For and on behalf of the President of India, the Dy Insp General, RTC ITBP Karera invites advertise tender enquiry 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:-

Sl No.	Description of store	Qty
Supply of Dry Ration ITEMS for RTC Karera, ITB Police, as per Schedule with validity of completion of supply for 12 Months w.e.f. JULY- 2026 TO JUN- 2027 (Chapter-V and QR/TD at chapter VI)		

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

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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>. Tenderer are also advised to go through checklist.**

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

5. 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.

Signature of the tenderer


 Dy. Inspector General
 RTC Karera, ITBP

For and on behalf of the President of India

INSTRUCTIONS TO BIDDERS

(This Tender Set Is not transferable)

1. Name of Stores : Supply of Dry Ration ITEMS to RTC ITBP Karera for 12 Months w.e.f. July-2026 To Jun-2027 and further extension till finalization of next tender.
2. Earnest money deposit : Rs 10,00,000/-

3.	Date of publication on website	:	On dated	28.04.2026	AT 1600	Hrs
4.	Document download start Date	:	On dated	29.04.2026	AT 1600	Hrs
5.	Document download end Date	:	On dated	20.05.2026	AT 1600	Hrs
6.	Seek Clarification start Date	:		-		
7.	(a) Seek Clarification End Date	:		-		
	(b) Pre bid date & time	:		-		

8. (a) Bid submission start Date : On dated 29.04.2026 AT 1600 Hrs
(b) Bid submission End Date : On dated 20.05.2026 AT 1600 Hrs
9. Bid opening date : On dated 21.05.2026 AT 1700 Hrs
10. The Purchaser : President of India
11. Inspection Authority : Dy. Insp Gen, ITBP, RTC Karera, PO- Karera, Distt- Shivpuri, (MP)- 472662
12. Inspection Officer : Board of Officers of ITBP
13. Stores Required at (Consignee) : DIG, RTC ITBP Karera, PO- Karera, Distt- Shivpuri (MP) - 473662
14. Delivery Period : (a) Within 7 days from the date of Issue of AT (Supply Order).
(b) ITBP reserves the right to extend this date as per merit.
15. Place of Procedure & Submission of Bank Draft (EMD) etc: RTC ITBP Karera.

Original payment instrument in respect of Bank Draft (EMD), duly completed in all respects is to be submitted in tender box placed at Grain Shop, RTC ITBP Karera on 20.05.2026 from 1000 hrs to 1300 hrs. The copy of this document must be uploaded along with technical bids by the bidders for transparency. Late/Delayed/Non submission of originals would result in rejection of bid during online bid opening. **Hard copy of bids will not be accepted.**

16. Form of Earnest Money Deposit (EMD):

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

16.1 Fixed Deposit Receipt, drawn in favour of Dy. Inspector General , RTC Karera, ITB Police.

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

17. Bid/Offer Validity: 90 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.

18. 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.

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

20. Right of Bidders :- Not applicable.

21. Currency of Bidding :- In Indian Rupee (INR) only.

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

22.1 TECHNICAL BID/ PRE QUALIFICATION BID:- It must contain the following:

22.1.1 Tender documents and technical documents duly completed and stamped, signed but without indicating the rate quoted (Scanned copy).

22.1.2 Earnest Money in given schedule format or copies of MSME registration certificates for subject store (for total items for which rates are quoted) with monetary limit, if any (Scanned copy). **If any firm not have MSME registration for all items, The EMD is compulsory for those remaining items in which firm quoting the rates and not registered as MSME firm.**


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22.1.3 The technical details of the items offered along with the supporting original technical literature, leaflets, brochures etc). Certificate of registration from food safety administration (FSSAI) for supply of above Dry Ration items Food safety (Training) Certificate Registration certificate, Bank cancelled Cheque, Bank Statement of 01 Years, ITR of previous three years, Latest GST clearance certificate, RTGS/NEFT mandate form duly attested by the bank, Experience certificate of supply relation to government organization for previous 3 Years, Bank Draft in original (EMD), Any other relevant document as per tender documents & annexure and which the firm wishes to submit (Documents should be valid for the period of tender).

22.1.4 Clause by clause compliance to specifications

22.1.5 Details of warranty/terms and conditions.

22.1.6 All forms & annexure of T.E. duly filled and stamped, signed by the bidder.

23. **COMMERCIAL BID :-**

(i) Tenderers should download and submit price bid (BOQ) filled in as per format available in Appendix-9 of Chapter-VII and upload the same on CPP Portal <http://eprocure.gov.in/eprocure/app>.

(II) The tenderer should give total prices in terms of basic price + applicable GST or any other tax.

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

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

24.1.1 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.

24.1.2 The purchaser reserves the right to decide upon the methodology / method of Technical Evaluation.

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

24.1.3 Technical evaluation cum checking of samples will be conducted after opening of tender (Technical Bid) as per option of Tender terms. Vendor should keep the product ready for Technical Evaluation Cum checking on the date of opening of tender for perusal of Board of Officer of Technical Evaluation Committee failing which offer will be rejected.

24.1.4 In case of any ambiguity in sample checking, competent authority reserves the right for re-checking of the same.

ii) **Stage-II:- Financial Evaluation**

24.1.5 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.

25. **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.

26. **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.

27. **Trial Equipment :-** Not applicable.

Pre Delivery Inspection(PDI), if applicable:-

(i) **Inspection procedure :-**

28. (a) 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 ITBP orders issued in this regard from time to time till date of issue of tender enquiry.

(b) 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 ITBP 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.

In respect of above tender of RTC Karera authorized BOO detailed by DIG, RTC Karera will inspect the supply / consignment.

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Dy. Inspector General

RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

Mode of payment:- Payment will be made through "e-Payment/Cheque" for which duly completed proforma has to be submitted.

30. Security Deposit:

The successful tendered will be required to furnish Security Deposit @ 5 to 10% of the contract value as decided by competent authority 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.

31 Guarantee/Warranty Terms:

If not specified in QRs/Specification minimum 2/3rd period of whole warranty period required. Warranty period will start from the date of acceptance of stores.

As per the guidelines given in directive manuals mentioned in Chapter-II of T.I., as amended till date, along with provisions of Conditions of tender/contract attached will be applicable. In case stores/part of stores are found defective/damaged during inspection after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location in India free of cost and thereafter will be allowed to lift the rejected stores.

32. Performance Bond

32.1 All successful tenderers against the Tender Enquiry irrespective of their registration status with M/SME shall be required to furnish performance security bond valid upto the laid down period given in the A/T.

32.2 The successful tenderer will have to submit a Performance Guarantee/ Warranty Bond equivalent to 5 to 10% of the Contract / Order value (as decided by TIA), valid till two months after the expiry of the Warranty/ Guarantee period in the shape of a Bank Guarantee/ FDR in the required proforma which will be supplied along with the AT.

32.3 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.

32.4 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).

33. 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. Tenderer is also bound to supply the items on these approved rates for another 60 days if next tender not finalized.

34. 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.

35. Requirement of tender sample :-

02 (two) number(s) Tender Sample of each item shall be deposited on the EMD submission date and due receipt with date and time specified be taken along with bid security for Rs----- (as per rate list of NABL Accredited Lab for the specified items.) in favour of NITRA / FDDI, for carrying out Lab Test of Tender Samples. (The firm is NOT required to submit the sample to any Lab for testing, as the same will be carried out as per the discretion of purchaser)

Note : Tenders not accompanied by tender sample/s and Lab Test charges are liable to be summarily rejected. Purchaser is not bound to share the test report with tenderers.

OR

35.1 The tenderers are required to deposit ____ Samples (_____ of item) with _____ (_____ Name) on hearing from purchaser along with Lab test report issued from NABL Accredited Lab, conforming to Specifications given at schedule-V.

- In respect of subject tender for supply of Dry Ration ITEMS of RTC Karera ITBP bidders are required to submit 02 (two) number (s) Tender Sample of each Item on the Bank Draft (EMD) submission date and due receipt with date and time specified be taken along with bid security for Rs. 10,00,000/-

Dy. Inspector General
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For and on behalf of the President of

Signature of the tenderer

36. 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.

37. 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 DG ITBP. For details refer to Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF.

38. 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 along with 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.

39. 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.

40. 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.

41. 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 requirements or make any change at any time without assigning any reasons.

42. 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.

Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

CHAPTER-III

Instructions for online Bid submission

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

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Click to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the contractors/bidders through e-mail ID provided. Bidder need to login to the site through' their user ID / password chosen during enrollment / registration.
3. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n Code/e Mudra or any Certifying Authority recognized by CCA India on e Token/Smart Card, should be registered.
4. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
5. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested. After downloading / getting the tender document/schedules, the Bidder should go through' them carefully and then submit the documents as asked, otherwise bid will be rejected.
6. If there are any clarifications, this may be obtained online through' the tender site, or through' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
7. Bidder then logs into the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e Token/Smart Card to access DSC.
8. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder. From my tender folder, he selects the tender to view all the details indicated.
9. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
10. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with 12 black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
11. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
12. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission Process faster by reducing upload time of bids.
13. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
14. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
15. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
16. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
18. Tenderers should fill up price bid as per format available in Appendix-9 of Chapter-VII and upload the BOQ sheet in CPP Portal <http://eprocure.gov.in/eprocure/app>

Signature of the tenderer


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For and on behalf of the President of India

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

Signature of the tenderer

Dy. Inspector General
RTC Karera, ITBP

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CHAPTER-IV
ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria :-

- (a) Only those firms should respond who are the manufacturer/supplier of the stores specified in the tender specifications or their authorized distributor having technical capability if required to sell the specified item if any.
- (b) Product of one OEM will be presented by one bidder only, if any.
- (c) **Foreign distributor/agent/reseller of foreign OEM are not eligible for this tender.**

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

1.1 Indian Distributor of Indian OEM:-

An authenticated copy of the written agreement between the manufacturer and the firm by which the latter 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. **The manufacturer/OEM shall give an undertaking to the following effect:-**

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 distributors 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.

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

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

1.1.8 that he will indicate besides the quoted price, the manufacturers price to him alongwith copy of proforma invoice issued by OEM.

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

2. Qualification criteria:-

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

3. Criteria for determining the responsiveness of bid :-

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

If a firm quotes NIL charges or unreasonable very high charges for some of the items, the bid shall be treated as unresponsive and will not be considered.

Signature of the tenderer


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CHAPTER-V
SCHEDULE OF REQUIREMENT

Tender No. 832

S/No.	DESCRIPTION OF STORE	A/U	ITEM CODE	Specification offered by the Firm
1.	आटा अन्नपूर्णा (50 कि०मा०)	Kg	Item01	
2.	आटा आशीर्वाद (50 कि०मा०)	Kg	Item02	
3.	आटा पंतजलि (50 कि०मा०)	Kg	Item03	
4.	आटा डायमण्ड (50 कि०मा०)	Kg	Item04	
5.	चीनी एस-30	Kg	Item05	
6.	चीनी एम०-30	Kg	Item06	
7.	गुड 01 कि०मा० (डेले वाला)	Kg	Item07	
8.	चावल बारामती India gate (white sella)	Kg	Item08	
9.	चावल काली मूँछ (गं०-1 कृष्णा भाग ब्राण्ड)	Kg	Item09	
10.	चावल परमल ओडनरी	Kg	Item10	
11.	चावल सुपरफाईन ग्रेड-1	Kg	Item11	
12.	मैदा शक्तिशोग ब्राण्ड	Kg	Item12	
13.	मैदा तलवार ब्राण्ड	Kg	Item13	
14.	बेसन फॉर्च्यून ब्राण्ड	Kg	Item14	
15.	बेसन राजधानी ब्राण्ड	Kg	Item15	
16.	सूजी श्रीजी ब्राण्ड	Kg	Item16	
17.	सूजी सादा ग्रेड-1	Kg	Item17	
18.	दाल चना ग्रेड-1	Kg	Item18	
19.	दाल चना (राजधानी ब्राण्ड) ग्रेड-1	Kg	Item19	
20.	अरहर दाल ग्रेड-1 (बिना पॉलिसा)	Kg	Item20	
21.	मूंग दाल साबुत ग्रेड-1	Kg	Item21	
22.	मूंग दाल छिलका ग्रेड-1	Kg	Item22	
23.	मूंग दाल धुली ग्रेड-1	Kg	Item23	
24.	उड़द दाल साबुत ग्रेड-1	Kg	Item24	
25.	उड़द दाल छिलका ग्रेड-1	Kg	Item25	
26.	उड़द दाल धुली ग्रेड-1	Kg	Item26	
27.	मसूर दाल साबुत ग्रेड-1	Kg	Item27	
28.	मलका दाल ग्रेड-1 (बिना पॉलिसा)	Kg	Item28	
29.	काला चना ग्रेड-1 (देसी)	Kg	Item29	
30.	सफेद चना ग्रेड-1	Kg	Item30	
31.	राजमा (चित्रा ब्राण्ड) ग्रेड-1	Kg	Item31	
32.	राजमा ग्रेड-1	Kg	Item32	
33.	सरसों तेल कच्ची घानी 15 लीटर (फॉर्च्यून)	Jar	Item33	
34.	सरसों तेल कच्ची घानी 15 लीटर (पंतजलि)	Jar	Item34	
35.	सरसों तेल कच्ची घानी 15 लीटर (धारा)	Jar	Item35	
36.	सरसों तेल कच्ची घानी 15 लीटर (किंग्स)	Jar	Item36	
37.	रिफाईंड आयल सोयाबीन 15 लीटर (फॉर्च्यून)	Jar	Item37	
38.	रिफाईंड आयल सोयाबीन 15 लीटर (पंतजलि)	Jar	Item38	
39.	रिफाईंड आयल सोयाबीन 15 लीटर (किंग्स)	Jar	Item39	
40.	रिफाईंड आयल सोयाबीन 15 लीटर (धारा)	Jar	Item40	
41.	रिफाईंड आयल सोयाबीन 15 लीटर (व्हाइटल)	Jar	Item41	
42.	वनस्पति घी 15 लीटर (गंगन)	Jar		

43.	चायपत्ती 250 ग्राम टाटा अग्नि	Kg		
44.	चायपत्ती 250 ग्राम महक	Kg	Item44	
45.	देसी घी (एवरी डे)	Ltr	Item45	
46.	देसी घी (मधुसुदन)	Ltr	Item46	
47.	न्यूट्री (सोयाबीन) ग्रेड-1	Kg	Item47	
48.	पोहा (TATA Sampan)	Kg	Item48	
49.	लाल मिर्च पिसी हुई (CATCH)	Kg	Item49	
50.	लाल मिर्च पिसी हुई (AGMARK)	Kg	Item50	
51.	हल्दी पिसी हुई (CATCH)	Kg	Item51	
52.	हल्दी पिसी हुई (AGMARK)	Kg	Item52	
53.	धनिया पीसा हुआ (CATCH)	Kg	Item53	
54.	धनिया पीसा हुआ (AGMARK)	Kg	Item54	
55.	शाही पनीर मसाला / 100 ग्राम (MDH)	Pkt.	Item55	
56.	शाही पनीर मसाला / 100 ग्राम (CATCH)	Pkt.	Item56	
57.	किचन किंग मसाला / 100 ग्राम (MDH)	Pkt.	Item57	
58.	किचन किंग मसाला / 100 ग्राम (CATCH)	Pkt.	Item58	
59.	चना मसाला / 100 ग्राम (MDH)	Pkt.	Item59	
60.	चना मसाला / 100 ग्राम (CATCH)	Pkt.	Item60	
61.	साम्बर मसाला / 100 ग्राम (MDH)	Pkt.	Item61	
62.	साम्बर मसाला / 100 ग्राम (CATCH)	Pkt.	Item62	
63.	मीट मसाला / 100 ग्राम (MDH)	Pkt.	Item63	
64.	मीट मसाला / 100 ग्राम (CATCH)	Pkt.	Item64	
65.	गरुम मसाला / 100 ग्राम (MDH)	Pkt.	Item65	
66.	गरुम मसाला / 100 ग्राम (CATCH)	Pkt.	Item66	
67.	कश्मीरी मिर्च / 100 ग्राम (MDH)	Pkt.	Item67	
68.	कश्मीरी मिर्च / 100 ग्राम (CATCH)	Pkt.	Item68	
69.	कसूरी मैथी / 100 ग्राम (MDH)	Pkt.	Item69	
70.	कसूरी मैथी / 100 ग्राम (CATCH)	Pkt.	Item70	
71.	चिकन मसाला / 100 ग्राम (MDH)	Pkt.	Item71	
72.	चिकन मसाला / 100 ग्राम (MDH)	Pkt.	Item72	
73.	रायता मसाला / 100 ग्राम (CATCH)	Pkt.	Item73	
74.	देगी मिर्च 100 ग्राम (MDH)	Pkt.	Item74	
75.	देगी मिर्च / 100 ग्राम (CATCH)	Pkt.	Item75	
76.	आमचूर 1 कि०ग्रा०	Kg	Item76	
77.	आमचूर / 100 ग्राम (CATCH)	Pkt.	Item77	
78.	आमचूर / 100 ग्राम (MDH)	Pkt.	Item78	
79.	हींग सादा 10 ग्रा० (खुला)	Pkt.	Item79	
80.	हींग 100 ग्राम (CATCH)	Pkt.	Item80	
81.	बेकिंग पाउडर 100 ग्राम अजन्ता	Pkt.	Item81	
82.	कंवडा जल 20 ML Two crowns ब्राण्ड	Btl	Item82	
83.	सोमिया 150 ग्राम कृष्णा ब्राण्ड	Pkt.	Item83	
84.	सोमिया 100 ग्राम	Pkt.	Item84	
85.	पापड / 200 ग्राम श्रीजी	Pkt.	Item85	
86.	पापड / 200 ग्राम लिज्जत	Pkt.	Item86	
87.	अचार मिक्स 4.5 KG Nilons	Kg	Item87	

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88.	अचार हरी मिर्च 1 KG Nilons	Kg	Item88	
89.	जीरा साबुत ग्रेड-1	Kg	Item89	
90.	धनिया साबुत ग्रेड-1	Kg	Item90	
91.	लाल मिर्च साबुत ग्रेड-1	Kg	Item91	
92.	काली मिर्च साबुत ग्रेड-1	Kg	Item92	
93.	ईलाईची बडी ग्रेड-1	Kg	Item93	
94.	ईलाईची छोटी ग्रेड-1	Kg	Item94	
95.	लौंग ग्रेड-1	Kg	Item95	
96.	मैथी दाना ग्रेड-1	Kg	Item96	
97.	तेज पत्ता ग्रेड-1	Kg	Item97	
98.	दालचीनी ग्रेड-1	Kg	Item98	
99.	अजवाइन ग्रेड-1	Kg	Item99	
100.	बूंदी रायता ग्रेड-1	Kg	Item100	
101.	ईमली बिना छिलके वाली	Kg	Item101	
102.	चावल रंग प्राकृतिक 100 ग्राम अजन्ता	Pkt.	Item102	
103.	मूँगफली दाना ग्रेड-1 (देशी)	Kg	Item103	
104.	मूँगफली दाना ग्रेड-1 (इन्दोरी)	Kg	Item104	
105.	नारियल गोला अनमोल ब्राण्ड	Kg	Item105	
106.	नारियल बुरादा अनमोल ब्राण्ड	Kg	Item106	
107.	नमक टाटा	Kg	Item107	
108.	नमक टाटा आई शक्ति	Kg	Item108	
109.	Maggie Noodle 70 ग्राम	Pkt	Item109	
110.	Maggie Noodles 280 ग्राम	Pkt	Item110	
111.	काजू साबुत, 250 ग्राम पेकेट (टेम्पटेशन)	Kg	Item111	
112.	काजू साबुत ग्रेड-1	Kg	Item112	
113.	बादाम गिरी साबुत ग्रेड-1	Kg	Item113	
114.	किसमिस ग्रेड-1	Kg	Item114	
115.	मगज (खरबूज बीज)	Kg	Item115	
116.	खसखस ग्रेड-1	Kg	Item116	
117.	साबूदाना मेडियम ग्रेड-1	Kg	Item117	
118.	सौंफ सादा ग्रेड-1	Kg	Item118	
119.	सौंफ मीठी ग्रेड-1	Kg	Item119	
120.	गुलाब जामुन पाउडर 400 ग्राम श्रीजी ब्राण्ड	Pkt	Item120	
121.	चाउमिन 800 ग्रा0 पैकेट रीयल गोल्ड	Pkt	Item121	
122.	चिली सौस 650 मि0ग्रा0 टॉप्स	Btl	Item122	
123.	सोया सौस 730 मि0ग्रा0 टॉप्स	Btl	Item123	
124.	टोमाटो Sauce 945 ग्राम टॉप्स	Btl	Item124	
125.	विनेगर 610 मि0ग्रा0 टॉप्स ग्रेड-1	Btl	Item125	
126.	अजीनो मोटो 500 ग्राम ग्रेड-1	Kg	Item126	
127.	चना भुना हुआ देसी ग्रेड-1	Kg	Item127	
128.	सरसों राई ग्रेड-1	kg	Item128	
129.	नारियल कच्चा नग	No	Item129	
130.	चीनी बूरा ग्रेड-1	Kg	Item130	
131.	आटा ज्वार ग्रेड-1	Kg	Item131	
132.	आटा बाजरा ग्रेड-1	Kg	Item132	
133.	आटा रागी ग्रेड-1	Kg	Item133	
134.	दलिया ज्वार ग्रेड-1	Kg	Item134	
135.	दलिया बाजरा ग्रेड-1	Kg	Item135	

136.	मखाना ग्रेड-1	Kg	Item136	
137.	फुट जैम ग्रेड-1	Btl	Item137	
138.	ओड्स ग्रेड-1	Kg	Item138	
139.	फाईवर विस्किट,	Pkt	Item139	
140.	पावभाजी ग्रेड-1	pkt	Item140	
141.	सत्तू ग्रेड -1	Kg	Item141	

नोट :-

- उपरोक्त राशन की दरें सिंगल यूनिट के हिसाब से ली जा रही हैं, तथा संस्थान की मॉग के अनुसार ही सप्लाइ किया जाना है। कुल सप्लाइ टेण्डर कुल टेण्डर Cost के अनुसार ही की जायेगी। परन्तु मॉग भविष्य में 25% घट या बढ़ सकती है।
- निविदा अपलोड करने से पूर्व समस्त निविदा शर्तों का गहन अध्ययन करने के पश्चात निविदा प्रपत्र पूर्ण कर सभी दस्तावेजों को अपलोड करें। निविदा प्रपत्र पूर्ण न करने तथा अपलोड दस्तावेज दी गयी शर्तों के अनुसार न पाये जाने पर निविदा पर विचार नहीं किया जायेगा।
- सैम्पल अनुमोदित होने के पश्चात ही प्राइस विड खोली जायेगी।
- वर्तमान परिवेश को मध्यनजर रखते हुए सुरक्षा की दृष्टि से प्रत्येक निविदा कर्ता संस्थान के दिशा निर्देशों नियमों और अनुबन्धों के अनुपालन में सैम्पल 2 Units/ Nos तथा बैंक ड्राफ्ट (ई0एम0डी0) उपलब्ध करवाने हेतु सुरक्षा बल के कैम्प में इन्ट्री करने हेतु संबंधित प्राधिकारी से गेट पास (फर्म लेटर हेड पर आवेदन, आधार कार्ड एवं पासपोर्ट फोटो) निर्गम करवाने की कार्यवाही 01 दिन पूर्व ही पूरी कर ली जाये।
- जिन वस्तुओं के सामने ब्राण्ड अंकित हैं, उनके लिये उन्हीं ब्राण्ड के आईटम संस्थान द्वारा लिये जायेंगे। अन्य ब्राण्ड को आईटम किसी दूसरे ब्राण्ड के बदले में स्वीकार नहीं किया जायेगा। अतः दरें भरते समय निविदा में दिये गये ब्राण्ड के आईटम की दरें भरी जायें।
- Rates taken by the department/ institute are on per unit/kg basis for different quality of same items.
- Cost of tender may vary as the rate of item are different for different variety, quality, grade, brand.
Supply will be taken as per requirement/demand and not bonded to take specific brand or quality.
- फर्म का भुगतान आपूर्ति प्राप्त होने के 45 दिन में किया जायेगा।



Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

CHAPTER VI

Technical specification (including drawing) and QR & TDs , If any

Since this is the tender of supply of Dry Ration ITEMS, hence drawing not required.

Signature of the tenderer


Dy. Inspector General
RTC Karera, ITBP
For and on behalf of the President of India

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 **conditions of contract**, which will govern any contract made, are contained in the:

2.1 The conditions of contract which will govern any contract made are **contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time till date of issue of this tender.**

2.2 **Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general conditions.**

3. **Amendments:-**

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

4. **Definition :**

"Secretary" means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Special Secretary, Additional Secretary, Joint Secretary or Director or Deputy Secretary in Ministry of Home Affairs. Director General, Inspector General, Dy. Inspector General in ITBP (MHA) and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

5. **ARBITRATION**

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

6. **EARNEST MONEY DEPOSIT**

6.1 All firms who are not registered as MSEs as defined in Procurement Policy issued by MSME for the subject stores for which the offer is being invited (for total items for which rates are quoted), are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule. **If any firm not have MSME registration for all items, The EMD is compulsory for those remaining items in which firm quoting the rates and not registered as MSME firm.**

6.2 For claiming exemption from depositing earnest money, tenderer should be registered with MSEs for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified Earnest Money.

6.3 Earnest money can be deposited in only any one of the following forms:

6.4 A Fixed Deposit Receipt drawn in favour of **Dy. Inspector General RTC Karera, ITBP** payable at SBI Karera.

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

6.6 The earnest money shall be valid and will remain deposited with the purchaser for the period the offer is valid. If the validity of the tender is extended, the validity of EM document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the period shall not be considered by the Purchaser.

6.7 No interest shall be payable by the purchaser on the EM deposited by the tenderer.

6.8 The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

6.9 The EM of the successful tenderer shall be returned after the security deposit is furnished as per AT. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.

6.10 **EMD** of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of **Earnest Money** in time.

6.11 Any tender received from firm which is not registered with MSMEs as Micro & Small Enterprises for the tendered stores, and is not accompanied with required **Earnest Money** in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.


Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

6.12 In place of bid Security, Bidders to sign a Bid Security declaration accepting that if Firm withdraw or modify their bids during the period of validity or if Firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, Firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the Bids.

7. **GUARANTEE/WARRANTY (as may be applicable):-**

7.1 Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/ Stores/articles/equipment sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract.

7.2 The contractor hereby guarantees that the said goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of **2/3rd period of total life of item for which item manufactured** from the date of receipt of goods/articles/stores/equipment in good condition at site by the consignee in case of supply contracts and twelve months from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commissioning is involved and notwithstanding the fact that the purchase/inspection authority has inspected and/or approved the said goods/stores/articles/equipment or such if during the **2/3rd period of total life of item for which item manufactured** the said goods/stores/articles/equipment be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase/consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such.

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

7.3 Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed Price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.

7.4 Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.

7.5 Warranty to the effect that they will make available the blue prints of drawing of spares if and when required in connection with the main equipment.

8. **PRICE:** The Price quoted shall be on firm and fixed basis subject to no variation whatsoever during the currency of the contract.

9. **PATENT AND OTHER INDUSTRIAL/ INTELLECTUAL PROPERTY RIGHT**

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property/rights. The tender shall indentify the Purchaser against all claims from a third party at any time on account of infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplied, irrespective of the fact of infringement of any or all the rights mentioned above.

10. **TRANSFER AND SUB-LETTING**

The tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contract or any part thereof.

11. **PENALTY FOR USE OF UNDUE INFLUENCE:**

The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing to do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.


Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall render.

12. PAST PERFORMANCE:-

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

13. SPECIAL CONDITIONS:

13.1 Fall Clause

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

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

13.2 RISK PURCHASE CLAUSE

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

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

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

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

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

15. LAWS GOVERNING THE CONTRACT

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

16. FORCE MAJEURE CLAUSE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract.

Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

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.

17. TERMINATION OF CONTRACT

17.1 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:

17.1.1 The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.

17.1.2 The seller is declared bankrupt or becomes insolvent.

17.1.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.

17.1.4 In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T.

17.1.5 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.

18. Bulk supplies in the case of successful Tenderer should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in Chapter-IV.

19. 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.

20. GOVT. REGULATIONS

It shall also be confirmed that there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. **Suppliers/Contractors shall provide a certificate this effect.**

21. 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.

22. Any query/Representation be addressed to Dy. Inspector General, RTC ITBP Karera, PO- Shivpuri, (MP)- 473 662. Telephone & Fax No 0749-252209.


Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

CHAPTER-VIII
Special condition of contract

1. F.O.R Destinations: - Stores to be delivered to consignee at FOR destination (RTC Karera, ITB Police P.O.- Karera Distt-Shivpuri (M.P) basis by road at firm's own risk and free of cost on freight pre-paid basis at consignee depot.
2. The detailed particulars and tender forms can be obtained free of cost from ITBP web site (www.itbp.gov.in) and Government of India web site (www.eprocure.gov.in) which can be downloaded by the interested firms. Department shall not be responsible for any postal delay and no correspondence in this regard will be entertained.
3. All firms who are not registered with NSIC/MSME for the specifications of subject stores (for total items for which rates are quoted) shall be required to deposit Bid security / Earnest Money as mentioned above. **If any firm not have MSME registration for all items, The EMD is compulsory for those remaining items in which firm quoting the rates and not registered as MSME firm.**
4. In case, the day of bid security submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bid security. There will be no change in the timings.
5. Tender bid must contain the name, office and after office hour addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
6. Un-signed, un-stamped, un filled bid shall not be accepted.
7. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
8. Bids are not submitted as per the specified format and nomenclature, the tender should be rejected.
9. Ambiguous bids will be out rightly rejected.
10. DIG, RTC Karera ITBP will not be responsible for any delay on the part of the vendor in obtaining NOT the terms and conditions of the tender notice or submission of the tender bids.
11. The offers submitted by telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter. Bids are mandatorily accepted through online portal of ccpp.
12. Tender process will be over after the issue of Acceptance of Tender letter to the selected vendor(s).
13. Bids not quoted as per the format given by DIG, RTC Karera, ITBP will be rejected straightway.
14. Deviation from the tender specifications terms and conditions will not be accepted.
15. The firms or their representative desirous of being present during the time of the OPENING OF TENDER should come and get their "Gate Pass" timely made from the Reception, to avoid any complications in getting entry into RTC KARERA.
16. Rates should be inclusive of all taxes/GST.
17. There shall be strict adherence to the delivery schedule as mentioned in the supply order.
18. Supply will be done on credit basis and no advance payment will be made against the supply.
19. The validity of the price quoted should be for a period of Jun-2026 to May-2027.
20. Once the supply order is placed, it will be the responsibility of the tenderer to supply deliveries on date & time and place mentioned in supply order. Any additional cost incurred in any form would be borne by the contractor.
21. The supply of articles/store will be accepted only after it is held justified by the inspection team or a board of officers/Line Committee. No appeal will be entertained against the decision of the inspection team or a board of officers/Line Committee.
22. Date & time and place of price negotiation will be intimated later on, if needed.
23. Tenderers are required to produce sample of each articles/store free of cost where ever required as per specification.
24. Guarantee/Warranty clause of Ration items will be mentioned by tenderer clearly where ever applicable.
25. DIG RTC Karera reserves the right to cancel any as all of the tenders without conveying any reason what so ever.
26. None of the papers of the tender form should be removed /tempered.
27. As per standard contract condition of Ministry of commerce, Govt. of India, these quantities can be increased or decreased unilaterally by consignee by 25% and even more without prior written consent of supplier.

Signature of the tenderer


Dy. Inspector General
RTC Karera, ITBP
For and on behalf of the President of India

Proforma for Compliance Statement for Specification/QR&TDs :

(a) Name of Item :

(b) Brand of Item :

(c) Country of origin :

(d) Make & Lot No. :

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

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

Signature of the tenderer


 Dy. Inspector General
 RTC Karera, ITBP
 For and on behalf of the President of India

OFFER OF STORESTender No. 382

Full Name and Address:

Post Box No. :

(It should be quoted in all communications to this office.)

Contractors Telegraphic Address:

Telephone No(s) :

Fax No. :

City Code used :

To

The Dy. Inspector General
 RTC Karera, ITB Police
 PO- Karera, Distt- Shivpuri
 MP- 473662.

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: _____

(SIGNATURE OF TENDERER)

ADDRESS: _____

DATED: _____



Dy. Inspector General
 RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

DETAILS OF PARTICIPATING FIRMS

1.	a) Details of authorized signatory of participating Bidder. Name Address Email & website, if any Telephone and fax no.	
	b) Capacity in which filling the tender, Indian OEM/Foreign OEM/Distributor of Indian OEM/Distributor of Foreign OEM/Indian System Integrator or PSU (Please specify if in any other category)	
	c) In case of foreign firm, contract person in Delhi/India and his relationship with tenderer i) Name ii) Address iii) Relationship with tenderer iv) Telephone v) E-mail	
2.	Whether registered with MSME or Distt Industry Centre (DIC) for subject store as manufacturer MSE (Micro & Small Enterprises). If yes, upload photocopy of following :i) Registration Certificate Validity Date ii) Tendered store is covered or not iii) Specify Monetary Limit in Rs. iv) Production capacity per month	
3.	Whether past supplier of subject store to any Government Organization in India or Abroad during the previous years. (If yes, submit performance statement in proforma enclosed in tender).	
4.	a) Delivery Period in months from the date of placement of order. b) Monthly rate of supply c) Offer validity d) Payment Terms e) Guarantee/Warranty f) Model offered	
5.	Whether stores fully conforms to Tender Schedule Specifications in all respects.	
6.	State whether business dealings with you have been banned with Min./Deptt of Supply/Ministry of Home Affairs/Any Central Government Ministry or Department/Any State Govt. ? If yes, then give the details otherwise upload the self declaration certificate with technical bid.	
7.	GST Assessment/Return Office Address:	
8.	Income Tax Assessment/Return office address	
9.	Income tax clearance certificate & PAN No	
10.	After sales service centre along with lab/ Work shop for periodical maintenance & repair which is MSME/NSIC or any other concerned central Govt. agency (i) Registration details with validity (ii) Location building owned or leased (iii) Address with nearest Police Station (iv) Detail must be field in annexure attached	
11.	Details of MOU with foreign principal/OEM & Indian OEM for tendered item for a period of minimum two years. (i) Name of OEM (ii) No. of items including tendered equipment for MOU (iii) Specific period and validity of MOU. (iv) Warranty/Guarantee & availability of spares, repairs & Price reasonability having ownership of liability by OEM for tendered equipment.	
12.	Essential documents for distributor of Indian OEM. In case of Indian distributor of Indian OEM, they must produce undertaking certificate in accordance to Clause 1.1 of Chapter IV of Tender Enquiry.	


 Dy. Inspector General
 RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

13.	Essential documents for distributor of Foreign OEM In case of Indian Distributor/seller of foreign OEM, then must fill in the Enlistment application form attached as Annexure 14.	
14.	Proforma invoice of OEM to system integrator	
15.	Any criminal or civil case pending against firm or owner of the firm (Furnish details thereof).	
16.	Do you agree to sole arbitration by Secretary, Ministry of Home Affairs or by other some other person appointed by him as provided in Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF (Your acceptance or non/acceptance of this clause will not influence the decision of the tender. It should however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause).	
17.	For Partnership Firms state whether they are registered or not registered under India Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further (a) Whether the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. (b) If the answer to (a) is in the negative, Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.	
18.	Here State specifically: (a) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt Purchaser. If not state the reason thereof. If any, also include the margin of difference. (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated.	

Signature of Tender : _____

Name in Block letter _____

Capacity in which : _____

Tender signed

Full Address : _____

Signature of the tenderer

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Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

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

Tender No. & Date 332 20.04.26 For the supply of _____

1.	Details of Manufacturer	
	a) Name	
	(i) Office	
	(ii) Address	
	(iii) Telephone	
	(iv) Mobile	
	(v) E-mail	
	b) Work/Factory/Lab	
	(i) Address	
	(ii) Telephone	
	(iii) Landline	
	(iv) Mobile	
	(v) e-mail	
	(vi) Name & Designation of Contract Person :	
2.	Ownership of Manufacturing Works/Factory/Lab	
	(a) Manufacturer/OEM having their own premise must upload Documentary evidence for the same : Brief details thereof	
	(b) In case you are having leased/rented premise for manufacturing/integration/works, documentary : evidence be uploaded. Brief details thereof.	
	(c) In case you do not own the factory but utilize the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should upload a valid legal agreement that the factory of (Here indicate the name of the firm whose factory is being utilized) has been put at your disposals for the manufacture/fabrication of the stores for which registration has been applied for.	
3.	Brief description of the factory/workshop/lab	
	(a) covered area & Open area , :	
	(b) Whether area comes under Govt authorized Industrial/commercial place for the same :	
	(c) Power connection with load capacity and Issued in the name of :	
	(d) Functional departments of manufacturing/ works divided into, details thereof)	
4.	Details of Plant and machinery erected and functioning in each department	
	(a) Make & model of main machine	
	(b) Date of purchase & commissioning	
	(c) Life of the Machine	
	(d) Details of subsidiary and associated machinery & equipment.	
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	
	a) Normal	
	b) Maximum	

Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

8.	Details arrangement for quality control of products such as laboratory etc.	
9.	Manpower a) Details of qualified Technical/Supervisory staff in charge of production & quality control. Upload copies of CVs of these personnel with technical bid b) Skilled labour employed c) Un-skilled labour employee d) Maximum no of workers (Skilled & un-skilled) employed on any day during the 18 months preceding the date of application e) 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 BIS (ISI Mark) / ISO registration. If yes, give the details	
12.	Industrial license details. Upload the copy along with technical bid.	
13.	Give details & upload copy for following :- a) Whether MSE(Micro Small Enterprises) b) Whether medium or large sector Unit	
14.	Constitution of the firm (upload & furnish the details) :- a) Registration with under Indian Company Act 1956. b) Indian Partnership Act 1932. c) Indian Proprietary Firm , Pvt Ltd Companies, LLC.	
15.	Ownership of firm (Furnish the details of proprietor/partners/directors etc.)	
16.	Local Content 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 break up of the indigenous component in percentage (%) & Imported components in percentage(%) together with their value & proportion it bears to the total value of the store should also be given.	
17.	Declaration certificate :- Indian OEM & their authorized distributor and Indian System Integrator firm will provide all documentary declaration certificate which are mentioned in Clause 1.1 of Chapter IV respectively.	Yes / No
	Place :	TENDERER -
	Date :	DESIGNATION-
		COMPANY/FIRM-

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Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

PERFORMANCE (SUPPLY) STATEMENT FOR PREVIOUS YEARS

Name of Firm _____

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

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

Signature of the tenderer


 Dy. Inspector General
 RTC Karera, ITBP
 For and on behalf of the President of India

Government of India, Ministry of Home Affairs
Dy Insp General, Indo- Tibetan Border Police
Recruit Training Centre, Karera, Indo- Tibetan Border Police
PO- Karera, Distt- Shivpuri (MP) – 473 662

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: _____

To

The Dy. Inspector General
 RTC Karera, ITB Police
 PO- Karera
 Distt- Shivpuri,
 MP-473662 (India)

Dear Sir,

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

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

Wish to participate in the said Tender for the supply _____ of _____. As a Bank
 Guarantee against Earnest Money for a sum of _____ (in words and figures) _____ valid for
 (180) one hundred eighty days from the date of opening of Tender viz _____ is required to be submitted by
 the tenderer as a condition for the participation, this bank hereby guarantees and undertakes during the
 above said period of 180 (one hundred and eighty days) to immediately pay, on demand by DIG (Proc) Dte
 Gen, ITBP New Delhi 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)



Dy. Inspector General
 RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

Price bid

1. BOQ will be available with tender documents on cppp portal on excel sheet, which should be Downloaded by bidders as per instructions.
2. Price should be firm and indicated on BOQ (excel sheet), which should include all taxes.
3. No extra taxes or cost will be paid on above prices after opening of financial bid.
4. There should be no entry of rates/price/cost on any pages of tender documents. If any firm indicates or write rates on tender documents, he will be summarily disqualified from tender process.

Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

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

A. DETAILS OF ACCOUNT HOLDER –

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

B. BANK ACCOUNT DETAILS:-

Bank name	
Branch name with complete address, telephone number and E-mail	
Whether the branch is computerized?	
Whether the branch is RTGS enabled? If yes, then what is the branch's IFSC code?	
Is the branch also NEFT enabled?	
Type of bank account (SB/current/cash credit)	
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.

Signature of the tenderer


 Dy. Inspector General
 RTC Karera, ITBP
 For and on behalf of the President of India

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.



Dy. Inspector General
RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

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

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

2. It is declared that all Appendix and forms given in Chapter IX and all other required documents are properly filled stamped and signed as correct and updated in best knowledge of bidder. This will be in support of bidders eligibility, qualification and responsiveness of their bid.
3. It is declared that all requisite Appendix, questionnaire and format given in Chapter-IX are duly signed, stamped and uploaded on CPP portal well before last date and time
4. Bidder is responsible for the correctness of the information filled in the Bid documents and shall be responsible for legal course of action in case of any mischief, incorrect, misleading fact or declaration found in their technical bid and other relevant documents. In that case they would also be liable for suspension of business, debar from participation in ITBP alongwith other CAPF (MHA) tender.

Signature of tenderer:- _____

Name in block letters: _____

Name of firm: _____

Full address: _____

- i) Telephone No.
- ii) Mobile No.
- iii) Fax No.
- iv) Email id
- v) Website



Dy. Inspector General

RTC Karera, ITBP

For and on behalf of the President of India

Signature of the tenderer

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

1. Whereas the PRESIDENT OF INDIA, represented by ITBP, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores, and M/s., represented by (Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/ has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives :-

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer :-

4. The Buyer commits itself to the following:-

4.1 The Buyer undertake that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, 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.

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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 with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money/Bid Security

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

(i) A confirmed Bank Guarantee/ FDR by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank guarantee format is enclosed.

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

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

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

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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

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other bidder(s) would continue.
- (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.

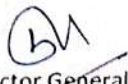
(x) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall 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.

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

11. Fall Clause

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


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

12. Examination of Books of Accounts

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

13. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Distt-Shivpuri (MP)

14. Other Legal Actions

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

15. Validity

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

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

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

BUYER

Witness

1. _____
2. _____

BIDDER

Witness

1. _____
2. _____

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CHECK LIST FOR TENDERERS

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

Sl. No.	Requirements to be checked before submission of the tender	Complied (YES or NO)	Indicate Page No.
1.	Earnest Money Deposit (EMD) has been enclosed in Bank Draft. If not, then supporting documents proving exemption to this uploaded.		
2.	If registered with NSI/DIC/KVIC/MSME Udhayog Aadhar and copies of valid registration certificate uploaded.		
3.	If an SSI/MSE(Micro Small Enterprises), it has been mentioned in tender & copy of valid registration certificate uploaded.		
4.	Monthly manufacturing & supplying capacity has been mentioned in the tender documents.		
5.	Complete tender documents have been uploaded, after digital signature & stamping on all pages.		
6.	Signatures of witness with full name and address have been added wherever required on tender document.		
7.	Proposal has been submitted in two bid system – Technical Bid & separate Commercial Bid as per tender enquiry.		
8.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.		
9.	Delivery Terms & Period as per tender has been accepted and mentioned in tender.		
10.	Payment Terms as per tender have been accepted and mentioned in tender.		
11.	Compliance statement in format required in tender has been uploaded along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.		
12.	Performance (supply) statement for previous years as required in tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.		
13.	Warranty terms as per tender accepted.		
14.	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.		
15.	Condition of contract have been accepted and specifically written in tender documents.		
16.	Technical documents viz. registration certificate, PAN, GST, address proof, bank cheque, ISO 9001 : 2015 certificate of registration, bank balance statement, ITR for previous three years, latest GST clearance certificate, certificate of registration of district labour office, Food safety (Training) Registration certificate, NEFT mandate form, experience certificate previous three years, food and drug license, food safety certificate and any other relevant document as per tender documents & annexures and which the firm wishes to submit.(Documents should be valid for the period of tender)		
17.	The following proforma enclosed with tender have been properly & completely filled in, signed & stamped. i) Offer of stores(Appendix-2) ii) Details of participating firms(Appendix-3) iii) Manufacturing details of Indian OEM(Appendix-4) iv) Proforma for e-payment(Appendix-8) v) security clearance details (Appendix-9) vi) Declaration Certificate (Appendix-10)		
18.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt/Private agency.		
19.	If the tenderer wants to mention any specific condition, it must be uploaded alongwith technical bid but on separate letter head and not in the tender documents. Such condition mentioned in any other document will not be given any consideration.		
20.	Documentary evidence of annual turnover of 30 Lac for the preceding three years, duly verified and certified by Chartered Accountant.		
21.	Indigenous bidder must be prepared to offer the product/Eqpt for trial on short notice after hearing from the Purchaser/ TEC.		

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For and on behalf of the President of India

Signature of the tenderer

1) DG	-	DIRECTOR GENERAL
2) ITBP	-	INDO- TIBETAN BORDER POLICE
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
44)MSMED-	-	MICRO SMALL AND MEDIUM ENTERPRISES DEVELOPMENT

Signature of the tenderer


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Signature Not Verified

Digitally signed by Jagdish Prasad
Chandolia
Date: 2026.04.29 06:16:27 IST
Location: eProcure-EPROC