

CHAPTER-IINVITATION TO TENDER


Government of India, Ministry of Home Affairs  
 39<sup>th</sup> Bn INDO-TIBETAN BORDER POLICE  
 LAKHNAWLI CAMP, P.O-SURAJPUR, DISTT-G.B NAGAR  
 (UTTAR PRADESH)PIN-201306

Tender No. ....08.....

Dated, the ..5-05-26.....

1. On behalf of the President of India, COMMANDANT 39<sup>TH</sup> BN ITBP, LAKHNAWALI CAMP, SURAJPUR, Distt- Gautam budh Nagar 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 2022 & all order 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 amendments 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, and scanned. (Pdf) and submitted through e-procurement site.
5. You are requested to study the tender document completely and ensure all relative documents and annexure 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. <https://eprocure.gov.in/cppp/> 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 set is NOT transferable.

Signature of tenderer

  
 Commandant 39<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

**CHAPTER II****INSTRUCTIONS TO BIDDERS****Government of India, Ministry of Home Affairs****39<sup>th</sup> Bn INDO-TIBETAN BORDER POLICE****P.O-LAKHNAWLI CAMP, SURAJPUR, DISTT-G.B NAGAR  
(UTTAR PRADESH) PIN-201306**

Tender No. .... 08 .....

Dated, the ... 5.05.26 .....


1. For and on behalf of the President of India, the Commandant 39th Bn ITBP, Lakhnawali Camp, Surajpur, Distt- Gautambudh Nagar 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 Non Veg. items for 39TH BN ITB POLICE as per Schedule with validity of completion of supply for six month w.e.f June -2026 to November -2026 (Chapter-V and QR /TD at chapter-VI)	

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

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Signature of tenderer

  
 Commandant 39<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

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 terms & conditions of the tender are understood and accepted should be signed and submitted only through online e-procurement site <https://eprocure.gov.in/eprocure/app>. Tenderer are also advised to go through checklist.

3. 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 questionnaires 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. If any discrepancy found in any part of the tender document tenderers would liable to be rejected.
4. In case of any difference between the conditions mentioned in tender enquiry and the specifications/QRs, the condition given in the specifications will be binding.



Commandant 39<sup>th</sup> Bn ITBP  
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Signature of tenderer

**INSTRUCTIONS TO BIDDERS**

**(This Tender Set is not transferable)**

5. Name of Stores : Supply of Non Veg. Items to 39<sup>th</sup> BN ITBP for 06 months w.e.f April-2026 to September -2026 and further extension till finalization of next tender.
6. Earnest Money deposit : Rs **1,28,211.00**
7. Date of publication on website : at 1100 hrs on dated 06.05.2026
8. Document download start Date : at 1130 hrs on dated 06.05.2026
9. Document download end Date : 07.05.2026
10. Seek clarification start Date : 07.05.2026
11. (a) Seek clarification end Date : 07.05.2026  
(b) Pre Bid date & time : 20.05.2026
12. Bid submission start date : at 1600 hrs on dated 07.05.2026  
Bid submission end date : at 1600 hrs on dated 25.05.2026
13. Bid opening date : at 1630 hrs on dated 26.05.2026
14. The Purchaser : The President of India
15. Inspection Authority : Commandant 39<sup>th</sup> Bn ITBP, Lakhnawali Camp, P.O-Surajpur, Distt-G.B nagar (U.P)-201306
16. Inspection Officer : Board of officers of ITBP
17. Stores Required at (Consignee) : Commandant 39<sup>th</sup> Bn ITBP, Lakhnawali Camp, P.O-Surajpur, Distt-G.B nagar (U.P)-201306
18. Delivery period : (a) For Indian Suppliers-within 7days from the date of issue of AT (Supply Order).  
(b) ITBP reserves the right to extend his date as per merit

19. Place of Procedure & Submission of EMD etc: Office of the Commandant 39<sup>th</sup> Bn. ITBP Original payment instrument in respect of EMD, duly completed tender document in all respects is to be submitted in tender box placed at SM Office, 39<sup>th</sup> Bn ITBP, LAKHANAWALI CAMP. **On or before 25.05.26 from 1000 hrs. to 1600 hrs.** after publication of tender. 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.

**20. Form of earnest Money Deposit (EMD): 1,28,211.00**

20.1 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.

20.2 Fixed deposit Receipt, drawn in favor of Commandant 39<sup>th</sup> Bn, Lakhnawali Camp, ITB Police.

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


**21. Bid/Offer Validity:** - 90 days from date of tender opening. In the absence of any indication in the tender submitted, of the date up to which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the schedule to tender.

**22. 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 falling which their tender shall not be considered by the purchaser after the expiry of the aforesaid period.

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

**24. Right of Bidders:** - Bidder can ask in writing about bidding conditions, bidding process.

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

  
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Signature of tenderer

26. **SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM:** - All bidders required submitting their offers in two bids. The detail is as under:-

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

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

26.3 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.**

26.4- Valid FSSAI license for deals in condiments.

26.5 The technical detail of the items offered along with the supporting original technical literature, leaflets, brochures etc). Technical documents viz. **GST registration certificate, PAN, address proof, Mandate Form or Cancelled cheque, Bank Balance Statement, ITR for previous three year, valid FSSAI certificate, past performance certificate (Rpt. past performance certificate issued by any Govt. organization/department will be accepted)** and 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)

26.6 Clause by clause compliance to specifications.

26.7 Detail of warranty/terms and conditions.

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

27.1 **COMMERCIAL BID** - At the time of opening of tenders, only the technical Bid would be opened first. Price Bids of only those firms will be considered for opening whose offers are complete in all respect.

27.1.1 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>.

27.1.2 The tenderers should give total prices in terms of basic price along with applicable GST and other taxes.

**28. Evaluation of the proposal** :- A two step process normally be adopted:-

**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 against the laid down QR's/TDs.

28.1.1 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.

28.1.2 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 irresponsive and will not be considered.

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29. **Stage-II: - Financial Evaluation** 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 QRs/TDs. The price Bid will be evaluated accordingly.

30. Criteria for awarding the contract:-

30.1 Evaluation of successful L-1 bidder will be based on eligibility criteria, qualification criteria, QR complainant equipment /store and L-1 price.

a. **Compliance Statement:** - The firms must submit/upload compliance statement in the format given in Chapter VI along with technical bid falling which their offer will be treated as incomplete and is liable to be ignored.

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

c. **Inspection Procedure:-**

d. 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 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.

e. When material being supplied is in bulk quantities and it is difficult to examine each and every piece, the procedure as given in relevant Inspection Process (IP) and other ITBP instruction issued from time to time shall be followed. Where no instructions exist, the guidance of the supervisory officer shall be taken.

31. In respect of above tender Commandant 39<sup>th</sup> Bn authorized BOO detailed by Commandant 39<sup>th</sup> Bn, Lakhanawali Camp, Surajpur will inspect the supply/consignment.

a. **Mode of Payment:** - Payment will be made through "e-payment/cheque" for which duly completed Proforma has to submit. Payment will be made after 45 to 60 days from receipt the supply.


b. **Security Deposit:** - The successful tenderer 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. If supplier failed to deposit the security deposit within the stipulated time will make the order null & void.

c. **Guarantee/Warranty Terms:** - If not specified in QRs/Specification minimum 2/3<sup>rd</sup> period of whole warranty period required. Warranty period will start from the date of acceptance of stores.

32. As Per the guidelines given in directive manuals mentioned in Chapter-II of T.E, as amended till date, along with provisions of Conditions of tender/contract attached will be applicable. In consignee, the suppliers will replace/repair the store under warranty at consignee's location in India free of cost and thereafter will be allowed to lift the rejected stores.

a. **Performance bond**

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

  
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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.

c. The Performance Guarantee / Warranty Bond will come into force after the receipt and final acceptance of the stores. Final Acceptance will be from the day of acceptance of the inspection report of JRI.

d. 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 Acceptance of Tender (AT).

e. **Tolerance clause:** - The purchaser reserves the right to place order on the successful tender 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 of goods 2022, MOF. Tenderer is also bound to supply the items on these approved rates for another 60 days or until next tender finalized.

f. **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 and 9.7.11 of Manual for procurement good 2022, MOF.

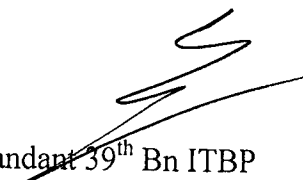
g. **Requirement of tender sample:** - Required Non Veg Items (Dressed Chicken Broiler Jhatka, Dressed Chicken Broiler Bone less Jhatka, Dressed Mutton Jhatka Male Goat, Dressed Mutton Bone less Jhatka of Male Goat, Fish Rohu, Fish Katla) **with sign** of authorized person of the firm on or before online opening date of technical Bid in the tender schedule free of cost on "NO COST NO COMMITMENT BASIS". The cost and freight of sending the samples shall be borne by the tenderer and there will be no obligation on the part of the receiving officer of their safe custody.

33. -In respect of tender subject for supply of **Non Veg.** items of 39<sup>th</sup> BN ITBP bidder are required to submit 02(two) number(s) Tender Sample of each item.

a. **Advance Sample (During bulk supply):-** Inspection of Advance Sample and bulk supply will be carried out by board of Officers detailed by Commandant 39<sup>th</sup> Bn. ITBP The purchaser reserves the right to call for requisite number of advance samples from the supplier before commencement of bulk supply for its approval in terms of T/E specification.

b. **Conditions of Contract:-** As contained in Chapter 9 of Manual for procurement goods 2022, MOF and contained in 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.


c. **Jurisdiction & Arbitration:** - This tender and subsequent contract if any is 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 2022, MOF.

  
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 For and on behalf of the president of India

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- d. 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 Gove, 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 thereof.
- e. 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.
- f. 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 shall be taken against him/her.
- g. The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/ the entire tendered requirement or makes any change at any time without assigning any reason.
- h. For any change in terms and condition of tender/tender specifications, the tenderers are requested to visit CPP e-procurement site <https://eprocure.gov.in/eprocure/app> regularly.


Signature of tenderer

  
Commandant 39<sup>th</sup> Bn ITBP  
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### CHAPTER-III

#### Instructions for online bid submission

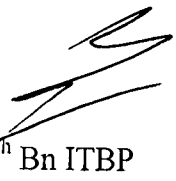
1. Instructions to the Bidders to submit the bids online through' the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
- 1.1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractor/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 1.2 Bidders 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.
- 1.3 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/Ncode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 1.4 The DSC hat is registered only should be used by the bidder and should ensure safety of the same.
- 1.5 Contractor/Bidder may go through the tenders published on the site and download the download the required tender concurrent/schedule, for the tenders he/she is interested. After downloading/getting the tender concurrent/ schedules, the Bidder should go through' them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 1.6 If there are any clarifications, this may be obtained online through' the tender sit, or through' the contact details, Bidder should take into account the corrigendum published before submitting the bids online.
- 1.7 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 eToken/ Smartcard to access DSC.
- 1.8 Bidder selects the tender which he/she is interested in by using the search option & then moves it to my tenders; folder. From my tender folder, he selects the tender to view all the details indicated.
- 1.9 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.
- 1.10 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 2MB. 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 win 12 black and white option. However of the file size is less than 1MB the transaction uploading time will be very fast.
- 1.11 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.
- 1.12 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.
- 1.13 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 instruments should be uploaded as a part of the offer.
- 1.14 While submitting the bid online, the bidder reads all terms & conditions and accept the same to proceed further to submit the bid packets.

  
 Commandant 30<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

Signature of tenderer

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.

- 1.15 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.
- 1.16 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>.
- 1.17 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.
- 1.18 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.
- 1.19 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 bidder should follow this time during bid submission.
- 1.20 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.
- 1.21 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.
- 1.22 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encrypting of sensitive fields is done.
- 1.23 The bidder should logout of the tendering system using the normal logout option available at the top right corner and not by selecting the (X) exit option in the browser.
- 1.24 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document for any queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

  
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 For and on behalf of the president of India

Signature of tenderer

## CHAPTER IV

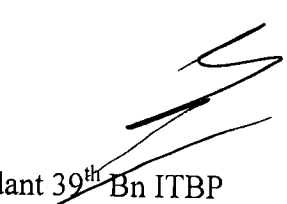
### ELIGIBILITY AND QUALIFICATION CRITERIA

- 1.1 Eligibility Criteria :-
- 1.2 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.
- 1.3 Product of one OEM will be presented by one bidder only, if any.
- 1.4 **Foreign distributor/agent/reseller of foreign OEM is not eligible for this tender.**
- 1.5 **Note:** - 39BN ITBP reserve 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.
- 1.6 Indian distributor of Indian OEM:-
- 1.7 An authenticated copy of the written agreement between the manufacturer and the firm by which the latter has been appointed as authorized distributor.
- 1.8 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:-
- 1.9 That he does not have sufficient marketing arrangements in respect of the specified territory or set of items to participate in Central Government purchases.
- 1.10 That he will accept the responsibility for the satisfactory execution of orders placed on the authorized distributors/business partner.
- 1.11 That he will provide requisite inspection and testing facilities at his manufacturing/work location in respect of order placed on authorized distributors.
- 1.12 The authorized distributor's price will not exceed that which the manufacturer would have quoted.
- 1.13 The manufacturer will declare the quantum of commission or the margin of profit to which authorized distributor is entitled.
- 1.14 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 case as follow:-**
- 1.15 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.
- 1.16 That he will indicate besides the quoted price, the manufacturer price to him along with copy of Proforma invoice issued by OEM.

**N.B:-** Tenders which do not comply

2. **Qualification criteria:** - Supplier past performance experience, technical competence and production capacity of 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 would 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 charge for some of the items, the bid shall be treated as unresponsive and will not be considered.**

  
 Commandant 39<sup>th</sup> Bn ITBP  
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Signature of tenderer

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

Tender no.....


Date .....

SL NO.	Name of Items (Non Veg. Items)	A/U	Item Code	Appx.Qty
1.	Chicken Dressed Broiler (Jhatka)	kg	Item01	5500
2.	Chicken Dressed Broiler (Jhatka) Bone Less	kg	Item02	50
3.	Fresh Chicken Leg Piece (Jhatka)	kg	Item03	200
4.	Mutton (Jhatka) Male- Goat	kg	Item04	2500
5.	Fresh Mutton Boneless (Jhatka) Male Goat	kg	Item05	150
6.	Chicken Full Leg Piece (Jhatka)	kg	Item06	150
7.	Fish (Rohu/Katla)	kg	tem07	700

**NOTE:-**

1. The above **Non Veg. Fresh Items** rates are being taken on the basis of single unit, and it is to be supplied according to the Unit demand itself. The total supply tender will be done according to the total tender cost. But the demand may increase or decrease by 25% in future.
2. Before uploading the tender kindly read all terms and conditions & make sure tender document dully filled and signed.
3. In the wake of current scenario and security protocol of the unit, tenderers must abide by the rules and regulation. Hence, tenders are advised to get there gate pass well in time (usually before two days) for their sample and EMD at the Security force premise.
4. Rate taken by the department/ institute are on per unit/kg basis for different quality of same items.
5. Cost of tender may vary as the rate of item are different for different variety, quality, grade, brand. Supply will be done as per requirement/ demand and not boned to take specific brand or quality.

Signature of tenderer


  
Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

**CHAPTER VI**

**Technical specification (including drawing) and QR & TD, if any**

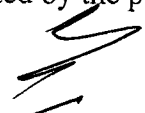
**Since, this tender is for condiments, Hence, no drawing is required.**

Signature of tenderer

  
Commandant 39<sup>th</sup> Bn 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 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 2022 & all orders issued by MHA, CVC and other relevant departments of Govt. of India from 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 amendments made by Central Govt. from time to time in policy and instructions will be adhering 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 of Director or Deputy Secretary in Ministry of Home Affairs. Director General, Inspector General, Dy. Inspector General in ITBP (MHA) and every offer 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 matter, 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 favor of **Commandant 39<sup>th</sup> Bn ITBP** payable at S.B.I. Collectorate compound Surajpur. ( BANK CODE – 5106)
    - 6.5 An irrevocable Bank Guarantee (BG) in Indian Rupee 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, falling 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.

  
 Commandant 39<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

Signature of tenderer

- 6.10 EMD of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of Earnest Money in time.
- 6.11 Any tender received from firm which is not registered with MSMEs as Micro & Small Enterprises for the tendered stores, and is not accompanied with required Earnest Money in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.
- 6.12 In place of bid Security, Bidders to sign a Bid Security declaration accepting that if Firm withdraw or modify their bids during the period of validity or if Firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, Firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the Bids.
7. **GUARANTEE/WARRANTY (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 to 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 2/3<sup>rd</sup> 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 2/3<sup>rd</sup> period of total life of item for which description and quality aforesaid or not giving satisfactory performance or have deteriorated and 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 identify the Purchaser against all claims from a third party at any time on account of infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall

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For and on behalf of the president of India

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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 favor or disfavor to any person in relation to the contract or any other contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other Contract with the Seller and recover from the Seller The amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has 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 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 Commandant 39Bn, 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 subsystem at a price lower than that offered in the present bid in respect of any other Ministry/Department of the government of India and if it is found at any stage that the similar system or sub-system was supplied by the bidder to any other Ministry/Department of the Government of India at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

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

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 give the right of 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.

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For and on behalf of the President of India

Signature of tenderer

- 13.3 Any information furnished by the bidder in support of their eligibility of tender conditions, past performance, registration status with concerned Government Agency and all other relevant to the tender find fake, incorrect or fraudulent, then the bidder will be liable for forfeiture of EMD, Security Deposit, cancellation of contract and further Debarment from ITBP as well as other 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 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, the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under the 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 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 along with forfeiture of deposit/performance bond.

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

19. Any change in address/Telephone/Fax/e-mail should immediately inform. The state of non-communication by the Firm will make the offer liable for rejection.

20. **GOVT. REGULATIONS**


It shall also be confirmed that tenderers 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

Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

Signature of tenderer

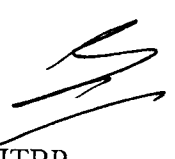
- of any part of the system being supplied. Suppliers/Contractors shall provide a certificate this effect.
21. For any change in terms and condition of tender/tender specification, the Tenderers are requested to visit CPP e-Procurement site <https://eprocure.gov.in> regularly.
  22. Any query/Representation is addressed to Commandant 39<sup>th</sup> Bn ITBP, Lakhnawali Camp, Surajpur. Distt-Gautambudh Nagar (U.P) pin code-201306. Telephone & Fax No 01202350008.

Signature of tenderer

  
Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

**CHAPTER-VIII**  
**Special condition of contract**


1. **F.O.R Destinations:** - Stores to be delivered to consignee at FOR destination (Commandant 39<sup>th</sup> Bn ITB POLICE, Lakhanawali Camp, P.O-Surajpur ,Distt-Gautambudh Nagar (U.P)201306 basis by road at firm's own risk and free of cost on freight pre-paid basis at consignee depot once in a month or as per requirement.
2. The detailed particulars and tender forms can be obtained free of cost from ITBP web site ([www.itbp.gov.in](http://www.itbp.gov.in)) and Government of India web site ([www.eprocure.gov.in](http://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 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, unfilled 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 rightly rejected.
10. Commandant 39<sup>th</sup> Bn. 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 cpp.
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 Commandant 39<sup>th</sup> Bn. 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 39<sup>th</sup> Bn. ITBP campus.
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 June-2026 to November-2026
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 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 **Non Veg. items** will be mentioned by tenderer clearly where ever applicable.

  
Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

Signature of tenderer

25. Commandant 39<sup>th</sup> Bn. 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.
28. Commandant 39<sup>th</sup> Bn. Reserves the right to cancel the tender during tender period without conveying any reason what so ever.

As the tender involves purchase of a store from contributory money of Jawans, hence only desire brand and quality/brand would be entertained .

  
Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

Signature of tenderer



OFFER OF STORES

Tender NO. \_\_\_\_\_

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

Contractors Telegraphic Address:  Telephone No(s):  City Code used:
---------------------------------------------------------------------------------

To

The Commandant 39<sup>th</sup> Bn  
 Lakhanwali Camp, P.O. -Surajpur  
 Distt-Gautambudh Nagar  
 Uttar Pradesh-201306


Dear Sir,

- a) 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.
- b) 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 conditions.
- c) The following pages have been added to and form part of this tender
- I. \_\_\_\_\_
  - II. \_\_\_\_\_
  - III. \_\_\_\_\_
  - IV. \_\_\_\_\_

**SIGNATURE OF WITNESS**  
**ADDRESS:**

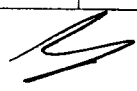
**(SIGNATURE OF TENDERER)**  
**ADDRESS:**  
**DATED:**

Signature of tenderer

  
 Commandant 39<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

**DETAIL OF PARTICIPATING FIRMS**

1.	a) Details of authorized signatory of participating Bidder. Name Address Email & Website, if any Telephone and fax no.	
2.	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)	
3.	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. Fax vi. E-mail	
4.	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	
5.	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).	
6.	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	
7.	Whether stores fully conforms to Tender Schedule Specifications in all respects.	
8.	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.	
9.	GST/Tax Assessment/Return Office Address:	
10.	Income Tax Assessment /Return Office Address	
11.	Income tax clearance certificate & PAN No	
12.	After sales service Centre along with lab/work shop for periodical maintenance & repair in NCR Region which is MSME/NSIC or any other concerned central Govt. agency i) Registration details with validity ii) Location building owned or leased	

  
 Commandant 39<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

Signature of tenderer

	iii) Address with nearest Police Station iv) Detail must be filled in annexure attached	
13.	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.	
14.	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.	
15.	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.	
16.	Proforma invoice of OEM to system integrator.	
17.	Any criminal or civil case pending against firm or owner of the firm (Furnish details thereof).	
18.	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).	
19.	For partnership Firm 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.	
20.	Here State specifically:	
21.	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.	
22.	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 Tenderer: \_\_\_\_\_

Name in block letter \_\_\_\_\_

Capacity in which: \_\_\_\_\_

Tender signed Full Address: \_\_\_\_\_

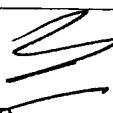
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 For and on behalf of the president of India

Signature of tenderer

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


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

1.	<b>i) Detail of Manufacturer</b>	
	a) Name	
	b) Office	
	c) Address	
	d) Telephone	
	e) Mobile	
	f) Fax	
	g) E-mail	
	<b>ii) Work /Factory/Lab</b>	
	a) Address	
	b) Telephone	
	c) Landline	
	d) Mobile	
	e) Fax	
	f) E-mail	
	g) Name & Designation of Contact 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 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	

  
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For and on behalf of the president of India

Signature of tenderer


	<p>c) Life of Machine</p> <p>d) Details of subsidiary and associated machinery &amp; equipment.</p>	
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.	<p>Production capacity of each item with existing plant &amp; machinery</p> <p>a) Normal</p> <p>b) Maximum</p>	
8.	Details of arrangement for quality control of products such as laboratory etc.	
9.	<p>Manpower</p> <p>a) Details of qualified Technical/Supervisory staff in charge of production &amp; quality control. Upload copies of CVs of these personnel with technical bid</p> <p>b) Skilled labor employed</p> <p>c) Unskilled labor employed</p> <p>d) Maximum no of workers(skilled &amp; unskilled) employed on any day during the 18 months preceding the date of application</p> <p>e) Details of PF &amp; ESI registration, available if any.</p>	
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.	<p>Give details &amp; upload copy for following:-</p> <p>a) Whether MSE (Micro Small Enterprises)</p> <p>b) Whether medium or large sector Unit</p>	
14.	<p>Constitution of the firm (Upload &amp; furnish the details):-</p> <p>a) Registration with under Indian Company Act 1956.</p> <p>b) Indian partnership Act 1932.</p> <p>c) Indian Proprietary Firm, Pvt. Ltd. Companies, LLC.</p>	
15.	Ownership of firm (Furnish the details of proprietor/partners/directors etc.)	
16.	If stores offered are manufactured in India. Please state whether all the raw material, components etc. used in their manufacture is also produced in India. If not, give details of materials components etc. that are imported and their breakup of the indigenous component in percentage(%) & imported	

  
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 For and on behalf of the president of India

Signature of tenderer

	components 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 certificates which are mentioned in Clause 1.1 of Chapter IV respectively.	
	<b>Place:</b>  <b>Date</b>	TENDERER _____  DESIGNATION _____  COMPANY/FIRM _____

Signature of tenderer

  
 Commandant 39<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

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. Organization of the last three years.**

Signature of tenderer

Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

Government of India, Ministry of Home Affairs  
Commandant 39<sup>th</sup> Bn ITB POLICE  
LAKHNAWALI CAMP P.O-SURAJPUR  
DISTT-GAUTAMBUDH NAGAR  
UTTAR PRADESH-201306

**Bank Guarantee Format for Furnishing Earnest Money(EMD)**

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

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

Dated:-

To

The Commandant 39<sup>th</sup> Bn.  
 ITB POLICE, LAKHNAWALI CAMP  
 P.O –SURAJPUR DISTT-G.B NAGAR  
 UTTAR PRADESH 201306

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:-


Wish to participate in the said Tender for the supply \_\_\_\_\_ of \_\_\_\_\_. As a Bank Guarantee against Earns Money for a sum of \_\_\_\_\_ (in words and figures) \_\_\_\_\_ required to be submitted by the tenderer as a condition of 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 tender having no withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General condition of contract.

The guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ 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

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


Date \_\_\_\_\_

Designation

Place \_\_\_\_\_

(Bank's common Seal)

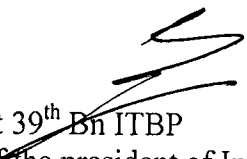
Witness \_\_\_\_\_

  
 Commandant 39<sup>th</sup> Bn ITBP  
 For and on behalf of the president of India

Signature of tenderer

**PRICE BID SCHEDULE**

1. BOQ will be available with tender with tender documents on cpp portal on excel sheet, which should be Downloaded by bidders as per instruction.
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 document. If any firm indicates or write rates on tender documents, he will be summarily disqualified from tender process.

  
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For and on behalf of the president of India

Signature of tenderer

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS.****A. DETAIL OF ACCOUNT HOLDER-**

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

**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?	
Type of bank account (SB/CURRENT/CASH CREDIT WITH 10/11/13)	
Complete bank account number (new)	
MICR code of bank	
Name & address of the beneficiary/payee	
IFCS(Indian financial system)code	

**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.

(.....)  
Signature of customer

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

Bank's stamp

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

Date:

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 tenderer

Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

SECURITY CLEARANCE DETAILS

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

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

Signature of tenderer

Commandant 39<sup>th</sup> Bn ITBP  
For and on behalf of the president of India

CERTIFICATE TO BE SIGNED BY THE TENDERERDECLARATION CERTIFICATE

1. 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 n Rules of contained in GFR2017, Manual of Ministry of Finance for procurement of goods 2017 & all order 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 n Chapter IX and all other required documents are properly filled stamped and signed as correct and updated in best of my 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 of declaration found in their technical bid and other relevant documents. In that case they would also be liable for suspension of business, debar from participating in ITBP along with other CAPF (MHA) tender.

Signature of tenderer\_\_\_\_\_

Name in block letter\_\_\_\_\_

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


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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- i). Telephone No-
- ii) Mobile No-
- iv) Fax No
- v) E-mail id-
- vi) Website-


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For and on behalf of the president of India

Signature of tenderer

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

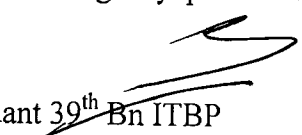
1. Whereas the PRESIDENT OF INDIA, represented by ITBP, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the equipment), thereinafter referred to as Defense Stores, and M/S \_\_\_\_\_ represented by, \_\_\_\_\_ (Designation which term, unless expressly indicated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

**Objectives**

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as integrity pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
  - 3.1 Enabling the Buyer to obtain the desired defense stores at a competitive price in conformity with the defined specifications of the services by avoiding the high cost and the distortion 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 practice and the buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.
4. **The buyer commits itself to the following:-\**
  - 4.1 The buyer undertake that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift reward, favor or any material or immaterial benefit or any other advantage room the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
  - 4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidder.
  - 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 would not be stalled.

**Commitments of Bidders**

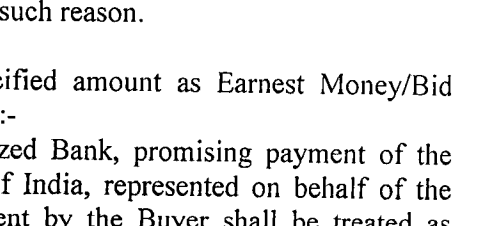
6. The bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post

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

- 6.1 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 6.2 The Bidder further undertakes that has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person relation to the Contract or any other Contract with the Government.
- 6.3 The Bidder will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defense 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 n connections with the contract and the details of services agreed upon for such payments.
- 6.7 The Bidder shall not use improperly, for purpose 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 n any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 6.8 The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it will full and verifiable facts.
- 6.9 The bidders 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:-
    - D) A confirmed Bank Guarantee/FDR by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Ministry of Defense, Government of India, represented on behalf of the President of India, on 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 is more than one bidder, the Earnest Money/ Bid Security shall

  
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be refunded by the buyer to those bidder(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 applicable for forfeiture of performances Bond in the purchase contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 8.4 The provisions regarding sanctions for violation in Integrity pact include forfeiture of performance bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- 8.5 No interest shall be payable by the buyer to the Bidder(s) on Earnest Money/security Deposit for the period of its currency.

**9. Company Code of Conduct**

- 9.1 Bidder 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.

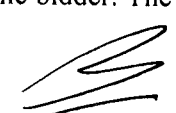
**10. Sanction of violation**

- 10.1 An breach of the aforesaid provision 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 198 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 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 defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- V) To in cash the advance bank guarantee and performance bond/warranty bond if furnished by the Bidder, in order to recover the payments, already made by the buyer, along with interest.
- VI) To cancel all or any other contracts with 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 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 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 dealing or transaction, 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. The

  
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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 or sub-system was supplied by the bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the buyer, if the contract has already been concluded.

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

12 **Examination of books account**

In case of any allegation of violation of any provisions of this integrity pact or payment of commission, by the buyer of its agencies shall be entitled to examine the Books of Accounts of the bidder and the Bidder shall extend all possible help for the purpose of such examination.

13 **Law and Place of Jurisdiction**

The actins 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.

14 **Other legal actions**

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

15 **Validity**

15.1 The validity of this integrity pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract or the satisfaction of both the buyer and the Bidder/Seller, whichever is later

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

16. The parties hereby sign this integrity pact at \_\_\_\_\_ on \_\_\_\_\_

Buyer

Bidder

Witness


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

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

Witness

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

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

  
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 For and on behalf of the president of India

Signature of tenderer

**CHECK LIST FOR TENDERERS**

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

Sl.no	Requirements to be checked before submission of the tender	<b>Complied</b> (please indicate Yes or No)	Indicate page No.
1.	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this uploaded.		
2.	If registered with NSI/DIC/KVIC/MSMEs/Udhoyg 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.	Signature & stamping on all pages.		
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 document.		
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, reason is 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, bank balance statement, ITR for previous three years, latest GST clearance certificate, NEFT mandate form, experience certificate, food and drug license, food safety certificate and 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).		
17.	The following proforma enclosed with tender have been properly & completely filled in, signed & stamped. <ul style="list-style-type: none"> <li>a) Offer of stores(Appendix-2)</li> <li>b) Details of participating firms(Appendix-3)</li> <li>c) Manufacturing details of Indian OEM(Appendix-4)</li> <li>d) Proforma for e-payment(Appendix-8)</li> <li>e) Security clearance details (Appendix-9)</li> </ul>		

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For and on behalf of the president of India

Signature of tenderer

f) Declaration Certificate (Appendix-10)			
18.	The tender has clearly mentioned in writing that business dealing with their firms have not been banned by any Govt./Private agency.		
19.	If the tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt./Private agency.		
20.	Indigenous bidder must be prepared to offer the product/Eqpt. for trial on short notice after ask from the from the Purchaser/TEC.		

Signature of tenderer

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**STANDARD SPECIFICATION FOR NON VEG. RATION COMMODITIES****Meat Dressed/(Goat)/ Chicken Dressed/Fish****(a) Quality**

(i) The meat shall be the produce of healthy, well-nourished stock which has been passed as fit for slaughter by a supply officer. If the dressed carcass of any animal contains more than 33.33 percent bones, such carcass shall be rejected in all respects, the supply officer will be the final authority for acceptance or rejection of meat tender by a contractor.

(ii) Alive animals after producing and having been passed by the contract operating officer at certain supply points/Station.

(iii) Female goat will not be accepted. Only 100% Khasi (Male) (castrated He Goat)/He Goat will be accepted.

**(b) Inspection.**

(i) The meat shall be inspected and passed by the Veterinary officer/Veterinary Field Assistance or Contract Operating Officer before issue to troops and will bear his stamp.

(ii) In case of issue to hospital, The meat after approval of the supply officer shall be cut up into diets as may be required.

(iii) Goat will be slaughtered either by Jhatka method as stipulated in the schedule. In slaughtering goat by Jhatka method, the neck will be severed in one blow as close to the head as possible. When animals are slaughtered by Jhatka method, the head of the carcass will be removed after the slaughter. After slaughter of animals either by jhatka method, each carcass shall be cut through the middle of knee and hock joints. The portion of the neck shall remain attached with the carcass after slaughter of animal by either method together with the flesh, skin and tissues surrounding it.

(iv) Alive animals shall be inspected and passed by the Veterinary officer.

(v) Slaughter house will be surprised checked by the officer.

(vi) Goat Alive will be slaughtered inside the campus by Jhatka method as stipulated in the schedule.

**Poultry Live (Fowl/Chicken).****(a) Quality.**

(i) Poultry live (Fowl/Chicken) shall be healthy and well-nourished birds of good confirmation. The birds tendered shall be plummy (i.e. the breast bone being covered with flesh).

(ii) The birds shall be of the following age and weight:-

Sr. N.	Age in weeks	Live weight in Kg
Broiler	6 - 10	1.5 to 2 Kg
Culled Fowl/Chicken	52 - 72	to 2.5 Kg

(iii) For definition of the birds mentioned above refer to this specification

(iv) Under normal circumstances only broiler will be accepted. However, under exceptional circumstances at the description of the CFA culled fowl/Chicken may also be accepted. Ducks, Jungle bird fowl, waterfowl, turkey, genie fowl, or any other birds shall not be acceptable.

(v) The eyes of the live birds shall be healthy, bright nostrils free from discharge, combs and wattles firm and bright in colour, feathers glossy, movement active and showing no evidence of diarrhea or any other disease or infection. The birds shall be free from diseases/infection of all type.

(vi) The proof of age of the birds shall be assessed by the colour of the feather, flexibility of the breast bone cartilage and colour of the combs and wattles through visual inspection.

(vi) Chicken broiler Alive will be slaughtered inside the campus by Jhatka method as stipulated in the schedule.

(b) **Inspection:-** The poultry shall be subjected to ante-mortem and post-mortem examination by veterinary Officer/ Veterinary Field Assistant or contract operating Officer, who will stamp the poultry found acceptable. While carrying out post-mortem of dressed birds, the edible offal shall also be inspected and passed. Where no veterinary Officer is available, such inspection shall be carried out by the Contract Operating Officer, the birds showing signs of dressing will be dressed. The final authority for the acceptance shall be the contract Operating Office.

Poultry Dressed (Fowl/Chicken) **without kaleja & pota.**

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## (a) Quality:-

(i) The poultry dressed (fowl/chicken) shall be the carcasses derived from slaughtered poultry live (fowl/chicken) which are strictly confirmation to specification for poultry live (fowl/chicken) as given tender notice.

(ii) Under normal circumstances only broilers will be accepted however, under exceptional circumstances, at the discretion of the CFA culled fowl/chicken may also be accepted. Ducks, Jungle bird fowl, waterfowl, turkey, guinea fowl, or any other birds shall not be accepted.

(iii) The slaughter of the birds shall be carried out either by the methods of Jhatka as specified in contract deed.

(iv) The slaughtering of the birds shall be carried out in the Butchery under strict hygienic condition.

(v) The slaughtered birds after having been properly bled shall be scalded by dipping in boiling water for 3 to 5 seconds and all feather and body hair properly removed by hand or mechanical picking. The poultry shall be well dressed, feet well cleaned and vent emptied.

(vi) The cleaning of carcasses shall be done by washing with water and water drained off properly.

(b) Hygiene:- Poultry dressed shall be prepared in premises maintained in hygienic conditions which shall be open to inspection at any time by veterinary Office/Veterinary field Assistant or Contract Operating Officer.

(c) Inspection:- The poultry shall be subjected to ante-mortem and post-mortem examinations by veterinary Office/Veterinary field Assistant or Contract Operating Officer, Who will stamp the poultry found acceptable. While carrying out post-mortem of dressed birds, the edible offal shall also be inspected and passed, where no Veterinary Officer is available, such inspection shall be carried out by the Contract Operating Officer. The Birds showing signs of diseases will be discarded. The final authority for the acceptances shall be the contract Operating Officer.

**Fish Fresh Rohu:**

## (a) Quality:-

(i) The fish shall be fresh, sound and wholesome and in all respects fit for human consumption.

(ii) The fish tendered shall be of varieties and in proportions approved by the contract Operating Officer, if necessary, in consultation with the local veterinary authority or the local medical authority, if the former is not available,

(iii) The fish fresh shall be tendered whole i.e. with tail, fins, gill and head. The weight of individual fish shall not be less than .250 gm and maximum number of fish in a kg shall not be more the four.

(b) Inspection: After fish tendered by contractors for the 39 Bn. ITBP has been inspected and passed fit for human consumption by the veterinary Office/Veterinary field Assistant or Contract Operating Officer, The tail, fins, gill and head will be removed by the contractor. The Officer Operating the contract shall be the final authority for acceptance.

(c) The signs of freshness in fish are as following:-

(i) The fish looks "alive" i.e the eyes are bright and not depressed and dull with greyish pupil.

(ii) The flesh is firm, elastic and adherent to the bone. If pressed with a finger, the impression of the finger should not persist.

(iii) The gills are of a bright red colour and not discolored greyish or dirty yellow. The skin is unbroken and glistening.

(iv) The fish is free from the typical odor of staleness or putrefaction.

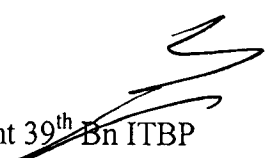
(v) The nape of the fish is firm.

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(vi) The belly cavity is bright and sound, free from discoloration and damage.

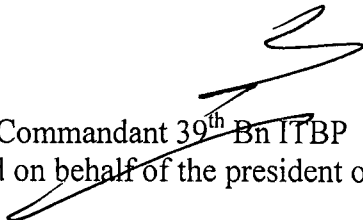
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### GLOSSARY OF TENDER ENQUIRY

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. NSME	- NATIONAL SMALL & MEDIUM ENTERPRISES
7. MSME	- MICRO, SMALL & MEDIUM ENTERPRISES
8. MSE	- MICRO, SMALL ENTERPRISES
9. GFR	- GENERAL FINANCIAL RULE
10. QR	- QUALITATIVE REQUIREMENTS
11. TD	- TRIAL DIRECTIVE
12. NIC	- NATIONAL INFORMATION CENTRE
13. TE	- TENDER ENQUIRY
14. NIT	- NOTICE FOR INVITING 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. SSMT	- SPECIAL MAINTENANCE TOOLS
36. STE	- SPECIAL TESTING TOOLS
37. MOF	- MINISTRY OF FINANCE
38. NABL	- NATIONAL ACCREDITATION 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. MSME	- MICRO, SMALL AND MEDIUM ENTERPRISES

Signature of tenderer

  
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