

CHAPTER - I

NOTICE INVITING TENDER (NIT-A)
ADVERTISED TENDER ENQUIRY

Government of India, Ministry of Home Affairs
Commandant 160 Bn, Border Security Force
Po- Badu, Digberia, Madhyamgram, Distt-North 24 Parganas, Kolkata - 700128 (WB)
Tele/Fax No: 033-25260014, E-mail: comdt160 @bsf.nic.in

Tender No. 1450/Prov/160Bn BSF/Civil - TPT/Tender/2018/ 25319

Dated, the 22 Oct ' 2018

Commandant, Border Security Force, 160 Bn BSF, Digberia, Kolkata (West Bengal) on behalf of the President of India invites e-tenders under TWO BID SYSTEM (Technical & Financial Bid) from reputed transporter/tuck associations for **Hiring of Civil Transport to shift Stores of 160 Bn BSF as per details mentioned below :-**

Srl. No.	TYPE OF CIVIL TRANSPORT	DETAILS		Qty (Nos)
		FROM	TO	
1.	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	KHURDA, BHUBANESHWAR (ODISHA)	14
2.	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	MV-03, MALKANGIRI (ODISHA)	22

Last date and time of receipt of online tender : 14/11/2018 at 1030 hrs

Date and time of online tender opening : 15/11/2018 at 1100 hrs

Earnest Money : Rs. 62000/-

Note: The complete tender documents can be accessed & downloaded from CPP Portal <http://eprocure.gov.in/eprocure/app> Please check regularly the website for any changes/ modification/ amendment in the Tender Enquiry.

Those filling in the tender entries are advised to ensure that their tenders are complete in all respects, all documents have been filled in and all supporting documents are uploaded only in CPP Portal <http://eprocure.gov.in/eprocure/app>. Incomplete tender enquiry is liable to be ignored/ rejected.

Signature of the tenderer

Sd/-xxx dtd 22/10/2018

Commandant
160 Bn BSF

For and on behalf of the President of India

Copy to:-

1.	Indenter On Line Publicity.	:	For info with a request to visit the Tender Enquiry (TE) on CPPP website i.e. www.eprocure.gov.in and check the correctness. Anomalies, if any may be brought to the notice of Proc Cell by 27/10/2018. You may also take a print of TE from above said website at your end for your record please.
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CHAPTER-I
INVITATION TO TENDER (NIT-B)

Government of India, Ministry of Home Affairs
Commandant 160 Bn, Border Security Force
Po- Badu, Digberia,. Madhyamgram Distt-North 24 Parganas, Kolkata - 700128 (WB)
Tele/Fax No: 033-25260014, E-mail: comdt160 @bsf.nic.in

Tender No. 1450/Prov/160Bn BSF/Civil - TPT/Tender/2018/ 25319

Dated, the 22 Oct ' 2018

On behalf of the President of India, **Commandant 160 Bn BSF** invites an open tender for the service related to the schedule of requirement of tender enquiry enclosed.

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

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

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

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

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

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

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

Signature of the tenderer

Sd/-xxx dtd 22/10/2018

Commandant
160 Bn BSF

For and on behalf of the President of India

CHAPTER- II
INSTRUCTIONS TO BIDDERS
(This Tender Set is not transferable)

Government of India, Ministry of Home Affairs
 COMMANDANT 160 BN
 Border Security Force

Po- Badu, Digberia,. Madhyamgram Distt-North 24 Parganas, Kolkata - 700128 (WB)

Tele/Fax No: 033 - 25260014, E-mail: comdt160@bsf.nic.in

Tender No. 1450/Prov/160Bn BSF/Civil - TPT/Tender/2018/25319

Dated, the 22 Oct ' 2018

For and on behalf of the President of India, Commandant 160 Bn BSF, Digberia, Badu Road, Madhyamgram, Distt- North 24 Parganas, Kolkata (WB), Pin- 700128 invites advertise tender enquiry / OTE through online tenders under Two Bid System (Technical and Financial Bid) on the prescribed form, for **Hiring of Civil Transport to shift Stores of 160 Bn BSF** as per the detailed in this schedule to tender:-

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

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

i	Chapter I	Invitation to tender (NIT)	Page- 01 to 02
ii	Chapter II	Instructions to bidder	Page- 03 to 12
iii	Chapter III	Instruction for online bid submission	Page- 13 to 14
iv	Chapter IV	Eligibility and qualification criteria	Page- 15
v	Chapter V	Schedule of requirement	Page- 16
vi	Chapter VI	Technical specification & QR &TDs	Page- 17
vii	Chapter VII	General condition of contracts	Page- 18-23
viii	Chapter-VIII	Special condition of contract	Page- 24
ix	Chapter IX	<u>Standard Forms to be filled & uploaded by bidders:</u>	
	Appendix-1	Proforma for compliance statement for specification/QR & TD	Page-25
	Appendix-2	Offer of Stores	Page- 26
	Appendix-3	Details of participating firms	Page- 27-29
	Appendix-4	Manufacturing details of India OEM & System Integrator	Page- 30-33
	Appendix-5	Details of Foreign OEM & their Indian authorized distributors	Page- 34-35
	Appendix-6	Service centre & workshop details	Page- 36
	Appendix-7	Performance Statement Format	Page- 37
	Appendix-8	Bank Guarantee Format for furnishing Earnest Money (EMD)	Page- 38
	Appendix-9	Price Schedule (BOQ)	Page- 39
	Appendix-10	Proforma for 'e-payment'	Page- 40
	Appendix-11	Security Clearance Detail	Page- 41
	Appendix-12	Declaration Certificate to be furnished by bidder	Page- 42
	Appendix-13	Integrity Pact	Page- 43-48
	Appendix-14	Enlistment Application form	Page- 49-50
	Appendix-15	Check list for tenderers	Page- 50-53
	Appendix-16	Abbreviations	Page- 54 of 54

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

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

5. Tenderers must ensure that they have gone through with complete tender documents and read thoroughly all terms & conditions, schedule of requirement, tenders QRs/TDs. Tenderer will upload the declaration certificate for the same purpose. All 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.

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

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

Sd/-xxx dtd 22/10/2018

Signature of the tenderer

**Commandant
160 Bn BSF**

For and on behalf of the President of India

8. Name of Stores: Hiring of Civil Transport to shift Stores of 160 Bn BSF as per following details:-

Srl. No.	TYPE OF CIVIL TRANSPORT	DETAILS		Qty (Nos)
		FROM	TO	
(i)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	KHURDA, BHUBANESHWAR (ODISHA)	14
(ii)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	MV-03, MALKANGIRI (ODISHA)	22

9. Earnest Money : Rs. 62000/-

<u>CRITICAL DATESHEET</u>		
10.	Date of publication on website	23/10/2018 at 1500 hrs
11.	Document download start Date	23/10/2018 at 1600 hrs
12.	Document download end Date	14/11/2018 at 1025 hrs
13.	Seek Clarification start Date	24/10/2018 at 1100 hrs
14	a) Seek Clarification End Date	27/10/2018 at 1100 hrs
	b) Pre bid date & time	29/10/2018 at 1100 hrs
15.	a) Bid submission start Date	27/10/2018 at 1130 hrs
	b) Bid submission End Date	14/11/2018 at 1030 hrs
16.	Bid Opening Date	15/11/2018 at 1100 hrs

Signature of the tenderer

Sd/-xxx dtd 22/10/2018
Commandant
160 Bn BSF
For and on behalf of the President of India

- 17 The Purchaser : **Commandant 160 Bn BSF**
- 18 Inspection Authority : **Commandant 160 Bn BSF, Digberia, Madhyamgram, PO- Badu Road, Distt-North 24 Parganas, Kolkata (WB), Pin-700128.**
- 19 Inspection Officer : **Board of Officers of BSF**
- 20 Stores Required at (Consignee) : **Commandant 160 Bn BSF**
- 21 Delivery Period
- a) For Indian Suppliers- **Within 10 days** from the date of issue of AT (Supply Order).
- b) For Foreign Firms (Bidding Directly):- **15 days from the date of opening of Letter of Credit.** LC will be opened only after seller confirms having received all necessary permissions, license to export etc from his Govt. Seller to confirm receipt of necessary permissions as early as possible but not later than 25 days.
- c) **BSF reserves the right to extend this date in both cases as per merit.**
22. **Place of Procedure & Submission of EMD etc** : **Commandant, 160 Bn BSF, Digberia, Badu Road, Madhyamgram, Kolkata.**
- Original payment instrument in respect of EMD, duly completed in all respects is to be submitted at Commandant 160 Bn BSF, PO- Badu Road, Distt-North 24 Parganas, (W.B), Pin-700128 by **13/11/2018 up to 1700 hrs.** The copy of this documents **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.**
23. **Form of Earnest Money Deposit (EMD):**
- The EMD having **validity of 45 days** beyond the final bid validity period be deposited in the following form only **on or before opening of Tender(Technical Bid):** Bid/offer validity is 03 months from the date of tender opening.
- 23.1 Fixed Deposit Receipt, drawn in favor of **DDO, 160 Bn BSF.**
- 23.2 An irrevocable Bank Guarantee (BG) of any Indian Nationalized/Scheduled Bank in Indian Rupees, in the format supplied with the tender.
24. **Bid/ Offer Validity :** **03months (90 Days)** from date of tender opening. In the absence of any indication in the tender documents submitted, of the date up to which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the schedule to tender.
25. **Extension of Bid validity & Earnest Money:** If the validity of the tender is extended, the validity of the Bid & Earnest Money will also have to be suitably extended by the tenderer failing which their tender shall not be considered by the purchaser after the expiry of the aforesaid period.
26. **Clarification on Specifications/QR :-**No such requests will be entertained by the purchaser after clarification end date.
- 27 **Right of Bidders :-**
Bidder can ask in writing about bidding condition, bidding process and / or rejection of their bid. The reasons for rejecting a tender or non issuing of tender document to prospective bidder must be disclosed where enquiries are made by the bidder.

28. **Currency of Bidding :-**

In Global and Open Tender where the Foreign bidder are allowed to quote price in RBI's notified basket of foreign currency i.e US Dollar or EURO or GBP or Yen in addition to the Indian Rupee except for expenditure incurred in India which should be stated in Indian Rupee. Indian bidders are to quote in Indian Rupee (INR) only.

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

29.1 TECHNICAL BID:- It must contain the following:

29.1.1 Tender documents duly completed and signed but without indicating the rate quoted(Scanned copy)

29.1.2 Earnest Money in given schedule format or copies of MSME registration certificates for subject store with monetary limit, if any (Scanned copy).

29.1.3 The details of the type of transport offered along with the supporting details about the transporter, registration of vehicles, details of permit to ply the vehicle in the area as per requirement of schedule of the tender.

29.1.4 Clause by clause compliance to the requirement of load capacity of transport being offered as per requirement of schedule of tender. Certificate regarding validity of driving license in respect of drivers of the transport being offered.

29.1.5 Details of roadworthiness of transports being offered, alternative arrangements in case of breakdown/emergency en-route.

29.1.6 All forms & annexure of T.E. duly filled and signed by the bidder

29.2 COMMERCIAL BID

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

(ii) The tenderer should give break up of their prices in terms of basic price, applicable GST

(iii) The firm will provide frozen rate list of required spare parts (**MRLS**) for 5 years after the warranty period separately.

(iv) Firm will submit no profiting certificate as explained in GST Article 171" (in PDF).

The AMC/CAMC price will not be considered for evaluation as L-1.

30. **Evaluation of the Proposal :-**

A two stage procedure will normally be adopted:-

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

30.1.1 Evaluation of Technical Bids and their suitability against the laid down QR's/TDs

30.1.2 The purchaser reserves the right to decide upon the methodology for Technical Evaluation.

ii) Stage-II:- Financial Evaluation

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

30.1.11 For evaluation and comparison of offers on **equitable** basis, all the quoted prices (with different currencies) will be converted into a single currency i.e. INR as per the selling exchange rates established by RBI/SBI as **prevailing on the date of opening of Tender**.

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

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

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

31 **Criteria for awarding the contract :-**

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

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

33 **Trial Equipment:-** Not Required.

34. **Pre Delivery Inspection(PDI) (If required): -**

Inspection procedure (If required):-

(a) The inspection will be guided by the provisions contained in the governing specifications (QR/TD) and contract/AT as regards to the scope of inspection to be carried out at the pre-delivery stage and/or final inspection as the case may be. Whether every unit of the supply is to be inspected or inspections are done on the basis of random sampling is governed by the governing specification (QR/TD) and/or the BSF orders issued in this regard from time to time till date of issue of tender enquiry.

(b) When material being supplied is in bulk quantities and it is difficult to examine each and every piece, the procedures as given in relevant Inspection Process Schedule (IPS) and other BSF instructions issued from time to time shall be followed. **Where no instructions exist, the guidance of the supervisory officer shall be taken.**

The material actually inspected shall be double stamped/sealed and balance single stamped. The Inspection Note will be endorsed to this effect. However, the detailed BSF Inspection Board is responsible for the whole consignment.

(c) The BSF Inspection Board would prepare an inspection protocol on the basis of the manufacturer's Quality control facilities and obtain approval of the Presiding Officer concerned and advise the same to the contractor. The inspection protocol may cover the inspection of sub-assemblies, bought out components, stage inspection and final inspection of tendered store as necessary.

(d) On inspection and tests of the plant as per the inspection protocol, inspection reports will be prepared and signed jointly by the detailed Inspection Board and the manufacturer's representative. The report on inspection of plant and machinery at site would be made jointly with the detailed BSF Inspection Board and manufacturer's representative, and signed.

(e) Pre-delivery inspection of stores and equipment will be carried out at the manufacturer's premises only. The tender specification shall be complete in all respects. The inspection protocol can be mutually discussed between BSF& manufacturer, if so desired. **Cost of PDI will be borne by purchaser i.e. Govt. Department.**

(f) The manufacturers shall bear the laboratory testing including cost of samples expended in testing. The manufacturer shall carry out his internal pre-inspection and offer only such pre-inspected stores, conforming to the tender specification.

In case of infructuous visits like stores not ready, pre-inspection not carried out by him or repeated rejection of stores, the contractor is liable to compensate purchaser all costs of such visits.

(g) The inspection function is carried out in a decentralized fashion. All correspondence can be made direct to the Trial board detailed by BSF.

(h) The inspection would be carried out in accordance with the Tender/AT provisions and inspection protocol agreed thereof. Such inspection would not relieve the sellers or buyers their contractual obligations. The certificate issued after inspection would reflect the findings at the time and place of inspection.

35. Terms of Delivery & Dispatch Instructions:-

(a) **Free delivery to consignee basis** only for Indian OEM and authorized distributor of Indian/Foreign OEM.

(b) **DDP(Delivered Duty Paid)** only for Foreign Firms quoting directly in accordance to INCOTERMS 2011 and latest version, if any.

All importing Government Department are now allowed to make their own shipping arrangements. As per extant directive of the Government, airlifting imported goods from aboard will be done only through national carrier i.e. Air India, where applicable.

36. Payment terms

a) For Indigenous Store:

100% payment will be made after receipt of stores on fulfillment of following conditions :-

(i) Final acceptance of the store, after carrying out JRI Board so detailed.

(ii) Furnishing of performance bond @ 10% of AT value valid from date of final acceptance of stores valid till two months after expiry of Warranty /Guarantee period laid down, in the shape of a Bank Guarantee in the required proforma.

For imported stores:

100% payment will be paid against an Irrevocable Letter of Credit **i.e. at site or usance**, on presentation of shipping documents, manufacture's Inspection Certificate, Guarantee/Warranty Certificate, Country of Origin Certificate from the Chamber of Commerce of the country of origin and and following conditions:-

Final acceptance of the store, after carrying out JRIBoard so detailed.

(ii) Furnishing of performance bond @ 10% of AT value valid from date of final acceptance of stores valid till two months after expiry of Warranty /Guarantee period laid down, in the shape of a Bank Guarantee in the required proforma. **Payment will be made within 30 days from submission of bills after successful JRI.**

37. Mode of Payment:- Payment will be made through “**e-payment**” for which duly completed proforma has to be submitted.

38. Purchase/ Price Preference Clause:

The Purchaser preference will be given in accordance to **Rule 153 of GFR 2017** and **clause 1.10.4 of Chapter. I** of Manual for procurement of Goods 2017, Ministry of Finance, Department of Expenditure(GOI) and **MSMED Act 2006** and **Public procurement order** (Preference to Make in India) 2017 issued by Department of Industrial Policy and Promotion letter dated 15.06.2017,.

38.01 The brief of price preference as mentioned in clause 1.10.4 of Chapter. I of Manual for procurement of Goods 2017, Ministry of Finance, Department of Expenditure(GOI) to be followed is as under :-

In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15(fifteen) percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20(twenty) percent of total tendered value. The 20(twenty) percent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

(b) Within 20 %(Twenty percent) quantity, a purchase preference of four percent (that is, 20(twenty) percent out of 20(twenty) percent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs.

38.02 The brief of Public Procurement order 2017 (Preference to Make in India) issued by Ministry of Commerce & Industry dated 15.6.2017, to be followed is as under :-

- (i) Purchase preference shall be given to local supplier in all procurement undertaken by procuring entities in the manner specified hereunder :-
- (a) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.
- (b) In the procurements of goods which are not covered by paragraph (a) and which are divisible in nature, the following procedure shall be followed :-
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will award to L1.
- (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In procurements of goods not covered by sub-paragraph (a) and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed
- (i) Among all qualified bids, the lowest bid will be termed as L1, is from a local supplier, the contract will be awarded to L1.
- (ii) If L1 is not a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- (iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- (ii) **Exemption of small purchases:** - Notwithstanding anything contained in paragraph (a) to (c) procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- (iii) **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- (iv) **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- (v) **Verification of local content :**
- (a) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- (b) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (c) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under paragraph (v) *ibid*.

39. Security Deposit:

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

40. Guarantee/Warranty Terms:

If not specified in QRs/Specification, the tenderer will be responsible to carry the Stores of 160 Bn BSF in the specified transport from and to the destination as specified in the schedule of requirement of the TE.

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 case stores/part of stores are found defective/damaged during inspection after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location in India free of cost and thereafter will be allowed to lift the rejected stores.

41. Performance Bond

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

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

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

41.4 Firms will have to direct their banker to extend the Performance bond to be valid till two months after the expiry of Warranty/ Guarantee Period, if required. Where the Performance Bank Guarantee is obtained by a foreign bank, it shall be got confirmed by a Scheduled Indian Bank and shall be governed by Indian laws and be subject to the jurisdiction of courts of the place of issue of the Acceptance of Tender (AT).

42.

Tolerance Clause:

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

- 43 **Liquidated Damages:**
In case the firm does not complete the supply within the laid down agreed delivery period as per contract, action will be taken against the firm as per Clause 9.7.9, 9.7.10 & 9.7.11 of Manual for procurement goods 2017,MOF.
- 44 **Lab Test report :-**
Lab test report not required.
- 45 **Requirement of tender sample:- Not Required.**
- 46 **Conditions of Contract:**
As contained Chapter 9 of Manual for procurement goods 2017,MOF and **contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time.**
- 47 **Jurisdiction & Arbitration:**
This tender and subsequent contract if any are subject to the jurisdiction of Indian Laws and Courts at the place of issue of the Tender. Sole Arbitration is appointed by the DG BSF. For details refer to Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017,MOF.
- 48 **The bidding firm has to give a self certificate to the effect that it has not been blacklisted/debarred/suspended by any Central Ministry/Department, State Govt., PSUs or Banks etc. The certificate has to be scanned and uploaded alongwith the tender documents. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts of manipulated the documents etc, the earnest money deposit or the performance security deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained therefore.**
- 49 **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.**
- 50 **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.**
- 51 **The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/all of the tendered requirements without assigning any reasons.**
- 52 **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.**

CHAPTER-III
Instructions for online Bid submission

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the "Click to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the contractors/bidders through e-mail ID provided. Bidder need to login to the site through' their user ID / password chosen during enrollment / registration.
- 3) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 4) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 5) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested. After downloading / getting the tender document/schedules, the Bidder should go through' them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 6) If there are any clarifications, this may be obtained online through' the tender site, or through' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 7) Bidder then logs into the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 8) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder. From my tender folder, he selects the tender to view all the details indicated.
- 9) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 10) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with 12 black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 11) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 12) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission Process faster by reducing upload time of bids.

- 13) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 14) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 15) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 16) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 17) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 18) Tenderers should fill up price bid as per format available in Appendix-9 of Chapter-VII and upload the BOQ sheet in **CPP Portal <http://eprocure.gov.in/eprocure/app>**
- 19) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 20) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 21) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 22) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 23) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 24) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 25) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 26) For any queries regarding e-tendering Process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to -cppp-nic@nic.in .

CHAPTER-IV

ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria :-

- 1.1 Only those firms which are registered transporter or first and genuine authorized/dealer/ agent of the registered transporter are eligible to quote in the tender.
- 1.2 The authorized /agents quoting or behalf of their foreign principal would be treated as agent and they should be registered with DGS&D under the compulsory registration of Indian agent of foreign principal.
- 1.3 Transporter can either bid themselves or their authorized and agent can bid on their behalf.
- 1.4 One transporter cannot authorized two dealers/ agent to quote on its behalf in the tender.
- 1.5 Authorized dealers and agent should attach a certificate from the principals assuring their association for at least next 01 year from the date of tender opening.
- 1.6 In case of agent/ distributor/ dealer bidding on behalf foreign principal, the foreign principal will have to fill the details as per proforma at **Appendix-5**.
- 1.7 Bidders should have satisfactory past performance and to submit the performance for last two years. The details be furnished as per proforma at **Appendix- 7**.

2. Qualification criteria:-

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

3. Criteria for determining the responsiveness of bid :-

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

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

Signature of the tenderer

Sd/-xxx dtd 22/10/2018

Commandant

160 Bn BSF

For and on behalf of the President of India

CHAPTER-V
SCHEDULE OF REQUIREMENT

Tender No. 1450/Prov/160Bn BSF/Civil - TPT/Tender/2018/ 25319

Dated, the 22 Oct 2018

Hiring of Civil Transport to shift Stores of 160 Bn BSF as per details mentioned below:-

Srl. No.	TYPE OF CIVIL TRANSPORT	DETAILS		Qty (Nos)
		FROM	TO	
(i)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	KHURDA BHUBANESHWAR (ODISHA)	14
(ii)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	MV-03, MALKANGIRI (ODISHA)	22

Signature of the tenderer

Sd/-xxx dtd 22/10/2018

**Commandant
160 Bn BSF**

For and on behalf of the President of India

CHAPTER VI

Technical specification / QR & TDs

TYPE OF TRANSPORT:- Civil Truck (Loading Capacity -9 Ton each)

Hiring of Civil Transport to shift Stores of 160 Bn BSF as per details mentioned below:-

Srl. No	TYPE OF CIVIL TRANSPORT	DETAILS		Qty (Nos)	Total appx. Weight required to be carried (in Ton)
		FROM	TO		
(i)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	KHURDA, BHUBANESHWAR (ODISHA)	14	126
(ii)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA KOLKATA (WB)	MV-03, MALKANGIRI (ODISHA)	22	198

Sd/-xxx dtd 22/10/2018

Commandant

160 Bn BSF

For and on behalf of the President of India

Signature of the tenderer

CHAPTER-VII

GENERAL CONDITIONS OF CONTRACT

1. All appendices, attached with the TE, should be duly filled in and are sacrosanct for considering any offer as a complete offer.

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

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

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

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

3. **Amendments:-**

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

4 **Definition:**

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

5 **ARBITRATION**

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall referred to the Sole Arbitration of the DG, BSF, Min. of Home Affairs or of some other person appointed by him. It will be no objection that the Arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:

5.1 If the arbitrator be the DG, BSF, Ministry of Home Affairs:

- i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to Proceed with the reference himself or to appoint another person as Arbitrator : or
- ii) In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator.

- 5.2 If the arbitrator be a person appointed by the DG, BSF, Min. of Home Affairs:- In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Court for any reason, it shall be lawful for the DG, BSF, Min. of Home Affairs either to Proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator. In every such case, it shall be lawful for the DG, BSF, Min. of Home Affairs in place of the outgoing Arbitrator, as the case may be to act on the record of the Proceedings as then taken in the arbitration, or to commence the Proceedings de novo, as he may at his discretion decide.
- 5.3 It is further a term of this contract that no person other than DG, BSF, Min. of Home Affairs or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 5.4 The Arbitrator, may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.
- 5.5 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- 5.6 Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration Proceedings under this clause.
- 5.7 The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, BSF at his discretion may determine.
- 5.8 In this clause the expression DG, BSF, Min. of Home Affairs, means the DG, BSF for the time being & includes, if there be no DG, BSF, the officer who is for the time being the administrative head of the BSF. Min of Home Affairs whether in addition to other functions or otherwise.

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6. EARNEST MONEY DEPOSIT

- 6.1 All firms who are not registered as MSEs as defined in Procurement Policy issued by MSME for the subject stores for which the offer is being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.
- 6.2 For claiming exemption from depositing earnest money, tenderer should be registered with MSME/NSIC/Udyog Aadhar for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified Earnest Money.
- 6.3 Earnest money can be deposited in only any one of the following forms:
- 6.4 A Fixed Deposit Receipt drawn in favour of **DDO 160 Bn BSF, Digberia, PO- Badu Road, Distt- 24 PGS (N)** payable at SBI, MADHYAMGRAM, CHOWRASTA (Code No. 14819, IFSC – SBIN0014819, MICR - 700002383) and should be valid upto validity period of the offer.
- 6.5 An irrevocable Bank Guarantee (BG) in Indian Rupees in the format supplied with the tender of any Indian Nationalized/Scheduled Bank.
- 6.6 The earnest money shall be valid and will remain deposited with the purchaser for the period the offer is valid. If the validity of the tender is extended, the validity of EM document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the period shall not be considered by the Purchaser.

- 6.7 No interest shall be payable by the purchaser on the EM deposited by the tenderer.
- 6.8 The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- 6.9 The EM of the successful tenderer shall be returned after the security deposit is furnished as per AT. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
- 6.10 **EMD** of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of **Earnest Money** in time.
- 6.11 Any tender received from firm which is not registered with MSME/NSIC/Udyog Aadhar as Micro & Small Enterprises for the tendered stores, and is not accompanied with required **Earnest Money** in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.
- 6.12 In place of bid Security, Bidders to sign a Bid Security declaration accepting that if Firm withdraw or modify their bids during the period of validity or if Firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, Firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the Bids.
7. **GUARANTEE/WARRANTY:-**
- 7.1 Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/ Stores/articles/equipment sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract.
- 7.2 The contractor hereby guarantees that the said goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of 36 Months from the date of receipt of goods/articles/stores/equipment in good condition at site by the consignee in case of supply contracts and twelve months from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commissioning is involved and notwithstanding the fact that the purchase/inspection authority has inspected and/or approved the said goods/stores/articles/equipment or such if during the 36 Months the said goods/stores/articles/equipment be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase/consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.
- 7.3 Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.
- 7.4 Warranty to the effect that before going out of production for the spare parts they will give adequate 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 be responsible for the completion of the supplied, irrespective of the fact of infringement of any or all the rights mentioned above.

10. **TRANSFER AND SUB-LETTING**

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

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

The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing to do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall render.

12. **PAST PERFORMANCE:-**

Bidders must enclose performance statement for the previous years in the proforma supplied with the tender as per **Appendix-7**. The decision on the assessment of the past performance of the tenderer by DG, BSF is final.

13. **SPECIAL CONDITIONS:**

13.1 **Fall Clause**

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

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

13.2 **RISK PURCHASE CLAUSE**

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

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

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

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

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

15. **LAWS GOVERNING THE CONTRACT**

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

16. **JURISDICTION OF COURT:**

The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration Proceedings shall be held at New Delhi, India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.

17. **FORCE MAJEURE CLAUSE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the

contractor at a price to be fixed by the Purchaser, which shall be final all unused, undamaged and acceptable materials, brought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchase elect to retain.

18. **TERMINATION OF CONTRACT**

- 18.1 Time shall be the essence of the contract. The purchaser shall have the right to terminate this contract without any notice in part or in full in any of the following cases:
- 18.1.1 The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
- 18.1.2 The seller is declared bankrupt or becomes insolvent.
- 18.1.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.
- 18.1.4 In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T.
- 18.1.5 Any incorrect information regarding eligibility criteria and other tender condition furnished by the bidder found at later stage then A/T(Supply order) will be cancelled alongwith forfeiture of security deposit/performance bond.
- 19 Bulk supplies in the case of successful Tenderer should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in Chapter-IV.
- 20 Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.

21. **GOVT. REGULATIONS**

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

- 22 For any change in terms and condition of tender/tender specifications, the Tenderers are requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/appregularly>.
23. **Any query/Representation** be addressed to **Commandant 160 Bn BSF, PO-Badu Road, Distt- North 24 Parganas W.B, PIN-700129 Telephone & Fax No. 033-25260014.**

CHAPTER-VIII

Special condition of contract

The transporter will have to cater/arrange for the replacement /rectification of any of the transport in case of any break-down/emergency en-route at its own cost.

Signature of the tenderer

Sd/-xxx dtd 22/10/2018
COMMANDANT
160 BN BSF
For and on behalf of the President of India

Proforma for Compliance Statement for Specification/QR&TDs :

- (a) Name of Item:
- (b) Brand of Item :
- (c) Country of origin:
- (d) Make & Lot No. :
- (e) Tenderers are requested to give Compliance of each Specification whether equipment being offered by them is complying with Specification or otherwise as per proforma below:-

Hiring of Civil Transport to shift Stores of 160 Bn BSF as per details mentioned below:-

Srl. No.	TYPE OF CIVIL TRANSPORT	DETAILS		Qty (Nos)	Total appx. Weight required to be carried (in Ton)	Complied/ Not Complied
		FROM	TO			
(i)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (WB)	KHURDA, BHUBANESHWAR (ODISHA)	14	126	
(ii)	TRUCKS (LOAD CAPACITY-9 TON)	DIGBERIA, KOLKATA (W.B)	MV-03, MALKANGIRI (ODISHA)	22	198	

Sd/-xxx dtd 22/10/2018

COMMANDANT

160 BN BSF

For and on behalf of the President of India

Signature of the tenderer

OFFER OF STORES

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

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

To
The Commandant
160 Bn BSF, Digberia,
PO-Badu Road, Distt- North 24 Parganas
Pin-700129, West Bengal

Dear Sir,

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

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

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

- (a) _____
- (b) _____
- (c) _____
- (d) _____

Yours faithfully,

SIGNATURE OF WITNESS

(SIGNATURE OF TENDERER)

ADDRESS:

ADDRESS:

DATED:

DETAILS OF PARTICIPATING FIRMS

1. a) Details of authorized Signatory of Participating Bidder :
Name, :-
Address, :-

Email& website,if any :-

Telephone and fax no :-

- b) Capacity in which filling the tender;**Indian Transporter/Foreign Transporter/Authorized agent of Indian Transporter/Authorized Agent of Foreign Transporter/Govt Transport Agency**
(Please specify if in any other category)

- c) In case of foreign firm, **contact person in Delhi/India** and his relationship with tenderer
 - i) Name
 - ii) Address
 - iii) Relationship with tenderer :
 - iv) Telephone

Landline:
Mobile
 - v) Fax
 - vi) E-mail

2. Whether registered with MSME or Distt. Industry Centre (DIC) for subject store as manufacturer MSE(**Micro & Small Enterprises**). If yes, upload photocopy of following :-
 - i) Registration Certificate Validity Date
 - ii) Tendered store is covered or not
 - iii) Specify Monetary Limit in Rs.

- iv) Production capacity per month

3. Whether past supplier of subject store to any Government Organization in India or Abroad **during the previous years**. (If yes, submit performance statement in proforma enclosed in tender).

4. a) Delivery period in months from the date of placement of order : _____
b) Monthly rate of supply. _____
c) Offer validity _____
d) Payment Terms _____
e) Guarantee/Warranty _____
f) Model offered _____

5. Whether stores fully conforms to Tender Schedule Specifications in all respects.

6. State whether business dealings with you have been **banned** with Min./Deptt of Supply/ Ministry of Home Affairs/Any Central Government Ministry or Department/Any State Govt.? If yes, then give the details otherwise upload the self declaration certificate with technical bid.
7. GST Tax Assessment/Return Office Address. :
8. Income Tax Assessment/Return Office address.
9. Income tax clearance certificate & PAN No.
10. **After sales service centre** alongwith **Lab/Workshop** for periodical maintenance & repair inNCR Region which is **registered** with MSME/NSIC or any other concerned Central Govt. agency
- (i) Registration details with validity
(ii) Location, building owned or leased
(iii) Addresses with nearest Police Station :
(iv) Details must be filled in annexure attached. Yes / No
11. Details of **MOU** with foreign principal/OEM & Indian OEM : for tendered item for a period of minimum two years.
(i) Name of OEM
(ii) No. of items including tendered equipment for MOU
(iii) Specific period and validity of MOU.
(iv) Warranty/Guarantee & availability of spares, repairs &
- Price reasonability having ownership of liability by OEM for tendered equipment.
12. Essential documents for distributor of Indian OEM. In case of Indian distributor of Indian OEM, they must produce **Under taking certificate** in accordance to Clause 1.1 of Chapter IV of Tender Enquiry . Yes / No
13. Essential documents for distributor of Foreign OEM In case of Indian Distributor/seller of foreign OEM, then must fill in the **Enlistment application** form attached as Annexure F. Yes / No
14. Proforma invoice of OEM to system integrator : Yes / No
15. **Any criminal or civil case pending** against firm or owner: Yes / No of the firm (Furnish details thereof)
16. Do you agree to **sole arbitration** by Secretary, Ministry of Home Affairs or by other some other person appointed by him as provided in Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017,MOF (Your acceptance or non- acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause).

17 For Partnership Firms state whether they are registered or not registered under Indian 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 arbitra

If the answer to either (a) or (b) is the :
affirmative, please furnish a copy of
either the partnership agreement or the
general power of attorney as the case may
be

N.B.:-

- 1) Please attach to the tender a copy of either document on which reliance is place for authority of partners on the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by affidavit on a properly stamped paper by all the partners.
- 2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

18. Here State specifically :-

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

Signature of Tenderer : _____

Name in Block letter : _____

Capacity in which : _____
Tender signed

Full Address : _____

DETAILS OF INDIAN TRANSPORTER & AUTHORIZED AGENT OF INDIAN TRANSPORTER
(To be compulsory filled by Indian Transporter or their Authorized Agent)

Tender No. & Date _____ For the supply of _____

1	Details of Manufacturer:-	
	a) Name :	
	(i) Office	
	(ii) Address	
	(iii) Telephone :	
	Landline	
	Mobile	
	(iv) Fax	
	(v) e-mail	
	b) Works/Factory/Lab	
	(i) Address	
	(ii) Telephone :	
	Landline	
	Mobile	
	(iii) FAX	
	(iv) e-mail	
	Name & Designation of Contact Person :	
2	<p>Ownership of Manufacturing Works/factory/Lab,</p> <p>a) Manufacturer/OEM having their own premise must upload Documentary evidence for the same. : Brief details thereof</p> <p>b) In case you are having leased/rented premise for manufacturing/Integration/works, documentary : evidence be uploaded. Brief details thereof.</p> <p>c)In case you do not own the factory but utilize the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should upload a valid legal agreement that the factory of (Here indicate the name of the firm whose factory is being utilized) has been put at your disposals for the manufacture/fabrication of the stores for which registration has been applied for.</p>	<hr/> <hr/> <hr/>

Brief description of the factory/workshop/lab.

- 3 (a) covered area & Open area , : _____
- (b) Whether area comes under Govt authorized Industrial/commercial place for the same : _____
- (c) Power connection with load capacity and Issued in the name of : _____
- (d) Functional departments of manufacturing/works divided into, details thereof) _____
- 4 **Details of Plant and machinery** erected and functioning in each department
- (a) Make & model of main machine
- (b) Date of purchase & commissioning
- (c) Life of the Machine
- (d) Details of subsidiary and associated machinery & equipment
5. Details of Machinery/equipment/laboratory for quality control
- a 6. Details and stocks of raw material held (state whether imported or indigenous) against each item
7. Production capacity of each item with existing plant & machinery
- a) Normal
8. b) Maximum
- Details arrangement for quality control of products such as laboratory etc.

9. **Manpower**
- a) Details of qualified Technical/Supervisory staff incharge of production & quality control. Upload copies of CVs of these personnel with technical bid
 - b) Skilled labour employed
 - c) Un-skilled labour employed
 - d) Maximum no of workers(Skilled & un-skilled) employed on any day during the 18 months preceding the date of application
 - e) Details of PF & ESI registration, available if any.
10. Whether stores were tested to any standard specification by National/International accredited Lab. If so, copies of original certificate should be submitted in triplicate
11. Whether OEM having any **BIS(ISI Mark) /ISO** registration. If yes, give the details
12. **Industrial license** details. Upload the copy alongwith technical bid
13. **Give details & upload copy for following :-**
- a) Whether MSE(Micro Small Enterprises)
 - b) Whether medium or large sector Unit
14. **Constitution of the firm** (upload & furnish the details) :-
- a) Registration with under Indian Company Act 1956
 - b) Indian Partnership Act 1932
 - c) Indian Proprietary Firm , Pvt Ltd Companies, LLC
15. **Ownership of firm**
(Furnish the details of proprietor/partners/directors etc.)

16. **Local Content**

If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacture are also produced in India. If not, give details of materials components etc. that are imported and their break up of the **indigenous component in percentage (%)**& Imported components in percentage(%) together with their value & proportion it bears to the total value of the store should also be given.

17. **Declaration certificate :-**

Yes / No

Indian OEM & their authorized distributor and Indian System Integrator firm will provide all documentary declaration certificate which are mentioned in Clause 1.1 of Chapter IV respectively.

Place :

RE & TENDERER

DESIGNATION _____

Date :

COMPANY/FIRM_____

DETAILS OF FOREIGN TRANSPORTER OEM & THEIR INDIAN AUTHORISED AGENTS
(To be compulsory filled by Foreign Transporters or their Indian Agents)

1. **Detail of manufacturer:**
 - a) Name :
 - b) Office :
 - (i) Address :
 - (ii) Telephone :
 - Landline: :
 - Mobile :
 - (iii) Fax :
 - (iv) e-mail :
- 2 **Works/Factory/Lab**
 - (i) Address :
 - (ii) Telephone :
 - Landline: :
 - Mobile :
 - (iii) Fax :

a) Contact person in Delhi/NCR

 - (i) Address :
 - (ii) Telephone :
 - Landline: :
 - Mobile :
 - (iii) FAX :
 - (iv) e-mail :
3. Furnish the detail of Industrial License/Permit issued by concerned Govt Agency :
 - a) Name of Govt Agency
 - b) Office Address
 - c) email of concerned official
 - d) Website of issuing Govt Agency
 - e) Phone No. of concerned official
- 4 Furnish the details of concerned Income Taxation Department :
 - i) Income Tax Department Office address & contact details
 - ii) Income Tax clearance certificate
- 5 Furnish the details of concerned Industrial Tax registration i.e. GST/Excise/VAT etc. and Office address & contact details of assessment office
- 6 Registration with Export Office
 - a) Registration No.
 - b) Validity
 - c) Item
- 7 CRISIL Rating as a OEM, if any

- 8 Business name and constitution of the firm as a OEM.
a) Details of the Govt./Commercial Agency who registered
b) Type & Nature of Firm/Company.
- 9 Please indicate:-
Name & Full address of your Banker
- 10 Certificate of concerned Chamber of Commerce that participating Foreign OEM is established OEM for Tendered Item
- 11 Foreign OEM participating directly in the Tender must submit certificate that Indian Office /Authorized Distributor are capable enough to provide repair, periodical maintenance and after sales service in life cycle of tendered product
- 12 **MOU**
Agreement between Foreign OEM and their authorized distributor should be valid
a) more than warranty period time of tendered item
b) MOU be issued before publication of Tender
- 13 **Declaration**
Foreign OEM will give undertaking that they will inform, if appoint new distributor/dealer during life cycle of tendered item
- 14 **Declaration certificate :-**
Foreign OEM&their authorized distributor firm will provide all documentary declaration certificate which are mentioned in Clause 1.2 and 1.3. of Chapter IV respectively.

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

Signature of Witness

Signature of Tenderer

Full name
(Block letters)
Address

(1)Full name
(Block letters)
(2) Address

Whether signing as proprietor/Partner/ Constituted Attorney/duly authorized by the company.

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

SERVICE CENTRE AND WORKSHOP(AFTER SALE SUPPORT) DETAIL
(Essentially to be filled by all Bidder)

01. Name of the After Sale support Centre :
02. Contact Details
 - (i) Address
 - (ii) Telephone No.
 - (iii) FAX
 - (iv) Email & Website
03. Contact Person, Mobile No. & Designation:
04. Details of available Infrastructure
05. Accreditation of Service Centre & Work shop, if any.
06. Registration of **After sales service centre** and **Lab/Workshop** with MSME/NSIC or any other concerned
Central Govt. agency
07. Capability of periodical maintenance and repair
08. Reserve stock of manufacturer recommended list of spares(MRLS)
09. Stock of Special Maintenance & Repair Tools (SMRT)
10. Qualified Technical personnel available with Service Centre & Workshop
11. Past performance of the Service Centre & Workshop.
12. ISO certification available, if any.

PERFORMANCE(SUPPLY) STATEMENT FOR PREVIOUS YEARS

Name of Firm _____

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

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

Government of India, Ministry of Home Affairs
160 Bn, Border Security Force

DIGBERIA, BADU ROAD, MADHYAMGRAM, DISTT- NORTH 24 PARGANAS, KOLKATA (W.B) PIN – 700128

Tele/Fax No: 033 - 25260014, E-mail: comdt160@bsf.nic.in

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

Bank Guarantee No. _____

Dated ____/____/2018

To,

THE DDO, 160 BN BSF
DIGBERIA, PO- BADU ROAD
DIST- NORTH 24 PARGANAS, KOLKATA (WB), PIN-700128

Dear Sir,

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

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

Wish to participate in the said Tender for the supply _____ of _____. As a Bank Guarantee against Earnest Money for a sum of _____ (in words and figures) _____ valid for (180) one hundred eighty days from the date of opening of Tender viz _____ is required to be submitted by the tenderer as a condition for the participation, this bank hereby guarantees and undertakes during the above said period of 180 (one hundred and eighty days) to immediately pay, on demand by Commandant 160 Bn BSF in writing the amount of _____ (words and figures) without any reservation and recourse, if :-

- i) The tenderer after submitting his Tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- ii) The tenderer withdraws the said Tender within 120 days after opening of tender' or
- iii) The tenderer having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.

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

Signature

Date: _____

Place: _____

Witness

Printed name: _____

(Designation)

(Bank's Common Seal)

Tender No. 1450/Prov/160Bn BSF/Civil - TPT/Tender/2018/

Dated, the ___ Oct ' 2018

PROFORMA FOR PRICE BID

(TO BE FILLED BY THE BIDDERSTHROUGH ONLINE BOQ ONLY)

Tender Inviting Authority :		Commandant, 160 Bn BSF					
Name of Work :		HIRING OF CIVIL TRANSPORT					
Contract No.							
Bidder Name :-							
S/No.	Item Description	Qty (In Nos.)	Basic Price Per Unit (BP) in Rs.	GST	Total amount without Taxes in Rs.(BP*QT)	Net Price Per Unit (NP) including all taxes in Rs (BP+GST)	Total Amount in Rs. With taxes (NP*Qty)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1.	TRUCKS (LOAD CAPACITY-9 TON) From : DIGBERIA To : KHURDA BHUBANESHWAR (ODISHA)	14					
2.	TRUCKS (LOAD CAPACITY-9 TON) From : DIGBERIA To : MV-03, MALKANGIRI (ODISHA)	22					
Total in Figures							
Total in words		Rupees					
Note:-	(a)	Tenderers are requested to read the instructions given below the Price Bid Proforma carefully before filing the same.					
	(b)	The complete commercial quote should be in one currency only i.e INR only.					
	(c)	Tenderers are required to indicate Basic Rate, GST and any other leviabale taxes / Charges separately in the relevant columns of the proforma. Any taxes/duties/charges reflected outside the Proforma will not be accepted.					
	(d)	Entry tax/Octroi/Toll tax and other Statutory Taxes will be applicable at actual, if admissible.					
	(e)	Tenderer will attach justification of price quoted. This also includes the recently executed contracts of the store in question with Govt/ Semi Govt. organization etc. All the documents should be provided in Pdf file format.					
	(f)	L-1 will be decided on the final value (total amount in RS with taxes) i.e the item would cost to BSF. Rates will be compared by taking account inclusive of all Taxes & Duties to decide L-1.					
	(g)	No column should be left blank. Wherever amount is not quoted, the column be filled with Basic rate i.e., 00.00					

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

A. DETAILS OF ACCOUNT HOLDER –

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

B. BANK ACCOUNT DETAILS:-

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

C. DATE OF EFFECT –

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

Date:

(.....)

Signature of Customer

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

(Bank's Stamp)

(.....)

Date:

Signature of the Authorized Official from the Bank

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

SECURITY CLEARANCE DETAILS

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

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

CERTIFICATE TO BE SIGNED BY THE TENDERER

DECLARATION CERTIFICATE

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

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

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

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

Signature of tenderer:-_____

Name in block letters: _____

Name of firm: _____

Full address: _____

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

PRE- INTEGRITY PACT CLAUSE

GENERAL :-

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

OBJECTIVES

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

COMMITMENTS OF THE BUYER

4. The Buyer commits itself to the following:-
 - 4.1 The Buyer undertake that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - 4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
 - 4.3 All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such proceeding misconduct on the part of such official (s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and as such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

COMMITMENTS OF BIDDERS

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person relation to the Contract or any other Contract with the Government.
 - 6.3 The Bidder will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

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

8. EARNEST MONEY/BID SECURITY

- 8.1 Every bidder, while submitting online bid, shall deposit specified amount as Earnest Money/Bid Security, with the buyer through any of the following instruments:-
 - (i) A confirmed Bank Guarantee/ FDR by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank guarantee format is enclosed.
- 8.2 The Earnest Money/Bid Security shall be valid up to a period as mentioned in Chapter-II of T.E. or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Bid Security shall be refunded by the buyer to those bidder(s) whose bid(s) does/do not qualify for negotiation by the Tender Purchase Committee (TPC), as constituted by the Buyer, immediately after a recommendation is made by the TPC on the bid (s) after an evaluation.

- 8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- 8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. COMPANY CODE OF CONDUCT

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

10. SANCTIONS FOR VIOLATION

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other bidder(s) would continue.
- (ii) The Earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for minimum period of five years, which may be further extended at the discretion of the Buyer.
- (viii) To recover all sums paid in violation of the Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

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

- (x) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- (xi) In case where irrevocable letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

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

11. FALL CLAUSE

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

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

12. EXAMINATION OF BOOKS OF ACCOUNTS

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

13. LAW AND PLACE OF JURISDICTION

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

14. **OTHER LEGAL ACTIONS**

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

15. **VALIDITY**

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

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

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

BUYER

Witness

1. _____

2. _____

BIDDER

Witness

1. _____

2. _____

ENLISTMENT APPLICATION FORM**For Indian Agent/Agent of Foreign Transporter**

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

b)	Website address	
c)	E-mail id	
5)	Details of stores being offered	
	S/No., Description of stores, Specification with model, Limiting size/capacity Country of Origin	
6	Particulars of agency agreement with foreign principals	
a)	Date of agency agreement	
b)	Date of expiry.	
c)	Percentage of Agency Commission	
d)	Territorial jurisdiction	
e)	Whether foreign principals has agreed to provide technical support and spare parts for after sales service	
f)	Whether Indian Distributor/Seller has authority to commit and sign on behalf of the foreign principals ?	
7	Whether Indian Distributor/Seller is prepared to quote and receive payment in Indian Rupees ?	
8	Details of personnel employed technical/skilled/others	
9	State, if the product(s) carry any international quality mark. If so attach a copy of valid license.	
10	If the products require after sales service, give names & addresses of places where such facilities are available and indicate staff employed	
a)	Whether the firm, Director/Partners were at any time prosecuted for any offence by any court for civil/economic offences ? If yes give details	
11	Percentage of Agency commission/profit on OEMs invoice made through selling this store/equipment	
12	Validity of MOU with foreign OEM	

CHECK LIST FOR TENDERERS

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

Sl. No	Requirements to be checked before submission of the tender	<u>Complied</u> (Please indicate YES or NO)	<u>Indicate Page No.</u>
1.	Earnest Money Deposit (EMD) has been enclosed. EMD Validity (45 days beyond the financial bid validity period) If exempted, then supporting documents proving exemption to be uploaded.		
2.	If registered with NSIC/DIC/KVIC/MSME Udyog Aadhar and copies of valid registration certificate uploaded. (As per Appendix-3)		
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. (As per Appendix-3)		
5.	Complete tender documents have been uploaded, after digital signature & stamping on all pages.		
6.	Signatures of witness with full name and address have been added wherever required on tender document.		
7.	Proposal has been submitted in two bid system – Technical Bid & separate Commercial Bid as per tender enquiry.		
8.	Offer validity as required in tender has been accepted & clearly mentioned in tender document. As per Appendix – 2		
9.	Delivery Terms & Period as per tender has been accepted and mentioned in tender. As per Appendix – 3		
10.	Payment Terms as per tender have been accepted and mentioned in tender.		
11.	Compliance statement in format (Appendix-1) 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 (Appendix-7), in the laid down format, has been enclosed. If not, reasons be specifically given in writing.		
13.	Guarantee/Warranty terms as per tender accepted.		
14.	If called for in tender, Special condition mentioned in Chapter VIII accepted or not.		
15.	Status of tenderer has been clearly written in tender as per eligibility criteria of TE		
16.	If called for trial, tendered equipment will be deposited well in time before trial board detailed by BSF on given date, time & place along with necessary documents and lab report / Test Certificates of the Equipment from OEM. (Not applicable for this Tender)		
17.	Acceptance of Functional Demo clause, as required in tender, has been specified in writing. (Not applicable for this Tender)		
18.	Free Training on use of equipment after supply, as specified in tender, has been accepted in writing. (Not applicable for this Tender)		
19.	Condition of contract have been accepted and specifically written in tender documents.		
20.	The following proforma enclosed with tender have been properly & completely filled in, signed & stamped. <ul style="list-style-type: none"> i) Offer of stores(Appendix-2) ii) Details of participating firms(Appendix-3) iii) Details of Indian Transporter (Appendix-4) iv) Details of Foreign Transporter (Appendix-5) v) Service Center & Workshop (Appendix-6) vi) Declaration Certificate (Appendix-12) vii) Enlistment form (Appendix-14) 		
21.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt/Private agency.		

22.	If the tenderer wants to mention any specific condition, it must be uploaded along with technical bid but on separate letter head and not in the tender documents. Such condition mentioned in any other document will not be given any consideration.		
23.	Security Clearance Detail of Foreign Representative must be uploaded with visa and passport details. Bidder can give nomination of more than one foreign rep. for NCNC demo, trial & training but nomination cannot be changed after opening of technical bid because it requires substantial period of time for getting security clearance As per TE Appendix -11 (If Foreign Rep)		
24.	Indigenous bidder must be prepared to offer the product/Eqpt for trial on short notice after hearing from the Purchaser/ TEC.		
25.	Firm Turnover (As per Appendix-3, Monetary limit is required for MSME registered firm or District Industry Centre)		
26.	Permanent Account Number		
27.	Income Tax Assessment / Return Office Address		
28.	GSTax Assessment / Return Office Address		
29.	Firm OEM or Authorized Distributor/System Integrator (If Authorized distributor/System Integrator, valid authority letter is attached or not)		
30.	Details of Service Center & Workshop as per TE Appendix – 6 (After Sale support)		
31.	Details of Bank account as per TE Appendix – 10		
32.	Complying of Declaration Certificate as per TE Appendix – 12		
33.	Complying of Enlistment application Form as per TE Appendix – 14		
34.	Agreement with foreign principal/OEM for tendered item assuring their association for at least next One year from the date of tender opening. (If Indian agent of Foreign Principal)		
35.	Authorization certificate from Transporter for participating for the tender(In case of Authorized Agent)		

ABBREVIATION OF MODEL TENDER ENQUIRY

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