

Government of India, Ministry of Home Affairs
Directorate General, Border Security Force
Provisioning Directorate (Procurement Cell)
10, CGO Complex, Lodhi Road, New Delhi - 110003
Tele/Fax No. 011-24367684, E-mail -comdtproc@bsf.nic.in

(ISO 9001 : 2008 CERTIFIED)

No. P-4/941(HHTI)/PC/BSF/2015/2283-85

Dated, the 12 June 2015

1. On behalf of the President of India, DG BSF invites on line **Global Tender** in two-bid system for the supply of **Hand Held Thermal Imager - Binocular (Cooled Version), Qty - 40 Nos.**
2. Bidders shall submit their bids online at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers are advised to follow the instructions provided in the Clause No. 37 of Schedule-I.

CRITICAL DATE SHEET

Published on www.eprocure.gov.in on	12/06/2015
Bid Document download/Sale Start Date	13/06/2015
Clarification Start Date	13/06/2015
Clarification End Date	25/06/2015
Pre-bid meeting	25/06/2015 (1600 Hrs)
Bid Submission Start Date	26/06/2015
Bid Submission End Date	05/08/2015
Bid Opening Date	07/08/2015 (1530 Hrs)

3. This tender enquiry has following Schedules and appendices:-

(I) SCHEDULES

- (i) Schedule-I : Condition of tender
- (ii) Schedule-II : Special instructions
- (iii) Schedule-III : List of stores
- (iv) Schedule-IV : List of consignee(s)
- (v) Schedule-V : Technical Specification / QRs.

(ii) APPENDICES (to be filled & submitted by tenderer)

- (i) Appendix-1 : Offer of stores
- (ii) Appendix-2 : Details of Manufacturer/Auth Dealer
- (iii) Appendix-3 : Questionnaire about manufacturer / Tenderer.
- (iv) Appendix-4 : Proforma for equipment and quality control (Form 7)
- (v) Appendix-5 : Bank Guarantee Proforma for EMD
- (vi) Appendix-6 : Guarantee / Warranty Clause
- (vii) Appendix-7 : Undertaking to be given by foreign principal of Indian agent.
- (viii) Appendix-8 : Proforma for Price bid
- (ix) Appendix-9 : Pre-Contract Integrity Pact.
- (x) Appendix-10 : Check list of Tenderers

Encl: Aforesaid schedules & enclosures

Yours faithfully

Sd xxx dated 12/06/15

(R Muthu Krishnan)

Commandant (Proc)

For and on behalf of the President of India

Copy to: -

1. Indenter

Commandant (Ord),
Prov Dte, FHQ BSF
New Delhi – 110 003

: For info with a request to visit the Tender Enquiry (TE) on BSF website & CPPP website i.e. www.eprocure.gov.in and check the correctness. Anomalies, if any may be brought to the notice of Proc Cell within five days. You may also take a print of TE from above said websites at your end for your record please.

2. Head Clerk (Proc), Prov Dte,
FHQ BSF, New Delhi

: For information and necessary action please.

Sd xxx dated 12/06/15

(R Muthu Krishnan)

Commandant (Proc)

For and on Behalf of President of India

CONDITIONS OF TENDER

1. All the Schedules and Appendices attached to this TE should be duly filled in and are sacrosanct for considering any offer as complete.

2. CONDITIONS GOVERNING THE CONTRACT: -

2.1 Apart from any special conditions contained in / attached to this invitation to tender, the conditions contained in the below mentioned Pamphlets and Forms will form part of any contract made.

2.1.1 Pamphlet No. DGS&D-39 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" as amended up to date.

2.1.2 Pamphlet No.DGS&D-229.

2.1.3 DGS&D Form No. 68 (Revised).

2.2 Amendments: The following amendments may be carried out in the Pamphlet entitled "Conditions of Contract Governing the contracts placed by Central Purchase Organization of Government of India" 1991 edition bearing Symbol DGS&D-39 form No.DGS&D-68 (Revised).

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

"Government" means the Central Government.

2.2.2 The definition of Secretary Clause 1 (k)-Page 3 of DGS&D Conditions of Contract may be modified as under: -

"Secretary" means Secretary of Min. of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General (Prov), DIG(Prov), Commandant (Proc), Procurement Cell of this Dte. 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.

2.2.3 Under Clause 2 (c)-Page 5 of DGS&D Conditions of contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by Director General Border Security Force, Ministry of Home Affairs. Similarly, the reference to DGS&D wherever appearing may be suitably modified.

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

Form No. DGS&D-230.

Reference to DGS&D wherever appearing in clause No.14, 33, 34, 35, 39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as Deputy Inspector General (Prov), BSF HQrs, Ministry of Home Affairs.

2.2.5 Clause 24 i.e. Arbitration: - In the existing entries/ clause 24 of DGS&D - 68 (Revised) substitute DG, BSF for DG, DGS&D.

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

The Manager of Publications, Civil Lines, Delhi

The Superintendent, Government Printing & Stationery Allahabad, U.P

The Superintendent, Government Printing & Stationery, Mumbai

The Superintendent, Government Press, Chennai

The Superintendent, Government Printing & Stationery, Nagpur

The Superintendent, Government Printing, Gulzargbag, Patna (Bihar)

DGS&D, New Delhi and its Regional offices at Mumbai, Chennai, Kolkata and Kanpur

Government of India Book Depot, 8 Hastings Street, Kolkata

Commandant (Proc), Room No. 704, 7th Floor, HQ DG BSF, Block No.-10, CGO Complex, Lodhi Road New Delhi-110 003

3. If you are in a position to quote for supply of the entire quantity in accordance with the requirements stated in the attached Schedules to the Tender, all documents attached herewith should be duly filled in, signed and submitted to this office in time.

4. PURCHASER'S DISCRETION: Director General BSF reserves the right to:-

4.1. Cancel/reject any or all the tenders without assigning any reason.

4.2. Increase or decrease the quantity at any stage without assigning any reason.

4.3. Change the consignee and allocation of quantity at any stage without assigning any reason.

5. PURCHASE PRICE PREFERENCE: Give a purchase/price preference to offers from public sector units and SSI units over other firms in accordance with the policies of the Govt. from time to time.

6. **EARNEST MONEY**

6.1 Firms not registered with NSIC or DGS&D for the subject stores for which the offers are being invited, are required to deposit **EARNEST MONEY** (EM) equivalent to the amount as mentioned in the tender schedule.

6.2 Firms registered for any other stores and not for the stores indicated in the Tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money.

6.3 Tender received from Firm which is not registered with DGS&D or NSIC for the tendered stores, and is not accompanied with required Earnest money in the prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing Earnest Money.

6.4 Firms who are registered for the subject stores with NSIC but with a certain monetary limit will be treated as unregistered for the tender value exceeding their monetary limit of registration. Such firms shall be required to deposit earnest money in excess to the 5% of the firm's monetary limit as per formula indicated below:-

EMD required to be deposited by the firm = EMD indicated in the Tender – 5% of the Firms own monetary limit.

In case any such firm fails to deposit earnest money, its offer for the tender value in whole or the part exceeding its monetary limit is liable to be ignored.

6.4 Public sector undertaking or central/state owned companies are not exempted from the payment of Earnest Money unless registered with DGS&D/NSIC for subject stores.

6.5 Bidders have to submit Earnest Money physically in any one of the following forms before bid submission end date otherwise bids will be liable for rejection: -

6.5.1 An irrevocable Bank Guarantee (BG) in the name of DDO FHQ, BSF, Block No. 10, CGO Complex, New Delhi of any Nationalized / Scheduled bank as per the format given at Appendix-5.

6.5.2 A FDR drawn in favour of DDO, FHQ, BSF, Block No.10, CGO Complex, New Delhi. The FDR should be payable at SBI (Main Branch), New Delhi.

6.6 The Earnest money shall be valid and remain deposited with the purchaser for the period prescribed in schedule-II. If the validity of the tender is extended, the validity of EM document submitted by the Tenderer shall also be suitably extended by the Tenderer, failing which his tender, after the expiry of the aforesaid period shall not be considered by the purchaser.

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

6.8 The EM deposited is liable to be forfeited if the Tenderer withdraws/amends/impairs/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 Performance Security Deposit as required in terms of the resulting contract is furnished by the firm.

6.10 If the successful Tenderer fails to furnish the Performance Security Deposit as required in the contract within the stipulated period, the Earnest Money (EM) shall be liable to be forfeited by the purchaser.

6.11 EM of the unsuccessful Tenderers shall be returned within 30 days of finalization of tender. Tenderers are advised to send a pre-deposited challan along with their bids to facilitate refund of Earnest Money in time.

7. CAPACITY VERIFICATION: Tenderers must submit the details of their plant and machinery on standard proforma enclosed with this TE irrespective of their registration status. Purchaser reserves the right to get the manufacturing capacity of any Tenderer re-verified through its representative or any inspecting agencies, irrespective of their registration status.

8. COMPULSORY ENLISTMENT OF INDIAN AGENTS: Indian Agent of Foreign Manufactures / Principal are allowed to participate in the tender subject to the following conditions:-

- 8.1 a) The Indian Agent must be enlisted with the DGS&D for the tendered stores, on or before the date of opening of technical bids, under the compulsory registration scheme of the Department of Expenditure.
- b) Attention is drawn to DGS&D Circular No. 12 dated 17/09/2009 (available on DGS&D website). Offers from Indian Agents not enlisted with DGS&D under this scheme and submitting bids on behalf or otherwise of foreign manufactures / principals will NOT be considered in any manner whatsoever.

8.2 As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, Govt of India, it is compulsory for

Indian agents who desire to quote directly on behalf of their foreign manufacturers / principals, to get themselves enlisted with the Department of Expenditure, through the Central Purchase Organization (e.g DGS&D).

8.3 The Compulsory enlistment of Indian Agents under the scheme of Ministry of Finance is simpler and differs from the registration of Indian Agents with the Central Purchase Organisation (e.g DGS&D).

8.4 The registration of the foreign manufacturer is not a must for enlisting the Indian Agent under this scheme. No Inspection Report in respect of the foreign manufacturer / principal is necessary.

8.5 The enlistment under the scheme is not equivalent to the Registration with DGS&D. Such firms do not enjoy the same status as that of DGS&D registered suppliers. A note to this effect is given in the Enlistment letter to the firm.

8.6 However, offers from the Indian agents, who have applied to DGS&D for registration/enlistment before the date and time of opening of technical bid; such offers will be further processed if they submit acknowledgement slip for registration with DGS&D with the technical bid and secure enlistment with DGS&D and submit the same **on or before 20/08/2015**.

8.7 The Indian Agent must have the necessary permission /clearance/license/authorization from the Central Govt. of India, to deal in or offer for sale the tendered stores, in case the tendered item comes within the purview of arms, ammunition, explosives or explosive substances. A copy of the same must be enclosed with the offer failing which their offer will be set aside.

Note : It is clarified that any bidder who is quoting a product of foreign OEM in whatsoever capacity, be it authorized dealer / distributor or agent has to enlist itself with the DGS&D as an agent of the foreign principal.

9. TWO BID SYSTEM: Tenderers are required to submit their offers in two bid system i.e. in separate sealed covers online as under: -

9.1 First cover should contain the scanned copies of following eligibility information (in PDF files): -

- 9.1.1 Scanned copy of Technical Bid along with its specification leaflets, brochures, if any. Composition of technical bid like: -
 - (a) Scanned copy of all the five schedules duly signed on each page by the tenderer.
 - (b) Scanned copy of appendices (1 to 7, 9 & 10) duly filled in along with Lab Test Report (if applicable).
 - (c) Scanned copy of any other relevant document

which the firm wishes to submit.

- (d) Scanned copy of Technical details/leaflets/broucher of subject stores as per specifications.
- (e) Scanned copy of ECS Mandate format. The firms have to provide details of bank A/c with full address of the bank for remitting the payment electronically.

9.1.2 Scanned copy of documents of Earnest Money if applicable.

OR

Scanned copy of DGS&D/NSIC registration certificate.

9.1.3 Scanned copy of PAN Number / Proprietor's individual PAN Number in case of proprietorship concerns.

9.2 Second cover should contain the following: -

9.2.1 Price Bid/Financial Bid to be submitted as per Financial Bid Appendix – 8.

9.2.2 Scanned copy of 100% list of spare parts with price (separately) in pdf format.

9.2.3 Tenderer will attach copies of Govt. Notification in support of all applicable Taxes / Duties quoted in the offer (in PDF format).

9.3 Only the Technical Bid will be opened on the date indicated for Tender opening. Price bid of only those firms will be considered for opening whose offers are complete in all respect and fulfil the requirements as per specifications.

10. PRICE

10.1 The tenderers are required to quote prices on FOR destination basis (Free delivery to consignee basis). Price will be quoted in figures as well as in words in **any of the three currencies i.e Indian currency or Euro or US\$ only**. L-1 for the item will be decided inclusive of all Taxes/Duties and all other leviable charges. Format for submission of Price Bid is attached with Tender Enquiry at Appendix-8.

10.2 Firms should quote for the entire quantity/package, however, price break up wherever asked in the price bid is required to be given. Offers without the price break up are liable to be rejected.

10.3 Price quoted should be firm and final and no increase of what so ever due to increase in statutory levies or other taxes would be admissible to the firm.

10.4 Benefit of decrease in levies will be passed on to the purchaser.

10.5 Tenderers are required to indicate Basic Prices, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/charges separately within the Performa for Price Bid given at Annexure 8. Taxes/duties/charges reflected outside the Performa will not be accepted. In case of the firms quoting NIL in the column of the Custom Duty in the price bid, then prevailing Custom Duty will be loaded by the purchaser to arrive at L-1 price. However, the purchaser will also have the discretion to reject the offer in case Custom Duty is not mentioned in the relevant Column of the price bid if required. Tenderer must attach copies of Govt. Notification in support of all applicable Taxes/duties/ charges quoted in the offer.

11. EXEMPTION FROM DUTIES/TAXES: The purchaser reserve the right whether to issue the Custom Duty Exemption Certificate to the firm at the time of Delivery as per the Government Notification or not. The firm has to mention the Custom Duty in the relevant column of the price bid for arriving at the L-1 price.

12. TENDER SAMPLE

12.1 The Tenderers would be required to submit one complete set of Hand Held Thermal Imager - Binocular (Cooled Version) alongwith accessories as sample **on or before the tender opening date**. In case any tenderer fails to do so by due date and time, their offers would be rejected summarily without giving any notice/chance.

12.2 The Tenderer is also required to submit Lab Test Report from internationally accredited/NABL/Central Govt Approved Lab for Environmental test mentioned in Schedule-V **along with tender sample (in original) and also submit scanned copies of the same in the technical bids**. However, if the OEM claims to have conducted the required tests at its own facility, OEM certification would be acceptable and for the parameters which are not tested by the OEM, lab test certificate issued by National/internationally accredited labs on the name of the OEMs would be accepted.

12.3 The internationally accredited /NABL/Central Govt approved Lab Test report (Original) submitted by the tenderer should be clear, free from any ambiguity and should give clear verdict in respect of all the tests required as per relevant specification i.e. whether the sample is meeting all the requirement or not meeting the requirement of the governing specifications and the sample is acceptable not acceptable with reference to its governing specification.

12.4 Samples sent on "Freight to Pay" basis will not be accepted and the Tenderer would submit sample on No cost No commitment basis.

12.5 All Tender Samples should have cards affixed on it duly signed and stamped by the firm indicating the following: -

- (a) Name and address of the firm.
- (b) Tender No. with date of opening
- (c) Name of item, item No & size

12.6 Tender sample should have card affixed duly signed and stamped by concerned lab issued the Lab Test Report of the intended tender sample otherwise the offer is liable for rejection.

12.7 In the case of successful bidder, the purchaser will reserve the right to carry out Lab Test of samples on all parameters of QRs / Specifications (including destruction Test) at the risk and cost of the Firm at any stage.

12.8 The sample is to be deposited in the office of Commandant (Proc), Block No. 10, CGO Complex, Lodhi Road, New Delhi-110 003, India (Telephone/Fax No. 91-11-24367684 and E-Mail ID – comdtproc@bsf.nic.in) failing which offer of the Firm will be liable for rejection.

12.9 Samples submitted by the Tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from this office. In case samples are not collected within one month time from intimation, the samples will be disposed off at the risk and cost of the Tenderer.

13. DISPATCH INSTRUCTIONS AND DOCUMENTATION: The Tenderer shall intimate to the purchaser, by telex or fax and speed post Seven (07) working days in advance, the mode of transport and probable date of delivery of consignment.

14. PACKING & MARKING: As per Clause-12 of the general condition of contract DGS&D-68 (revised).

15. SUPPLY OF ORDERED STORES

15.1 Bulk supplies in the case of successful Tenderers should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in Schedule-V.

15.2 Tenderers will be fully responsible for proper testing and making the equipment functional before acceptance of stores and the final settlement of account.

15.3 The equipment/store should be brand new/model no, with lot/batch no./year of manufacture, name of manufacturer, country of origin and other relevant detail should be given. The original literature supplied with the item/equipment should also be provided.

15.4 The stores supplied should be of best quality and free from all defects.

15.5 Each consignment should be insured by the firm at their cost against transit risk till it reaches its destination as the insurer will not accept claims after specified period, the consignment shall be clear within 03 days and transit damage, loss if any shall be reported to the firm within 30 days of arrival of consignment at the destination.

16. RIGHT TO REJECTION: -

16.1 Store will be accepted after inspection and only if they are found up to the standard specifications.

16.2 The decision of the Director General, B.S.F. shall be final as to the quality of the stores and shall be binding upon the Tenderers. In case, any of the stores supplied does not conform to the specifications, the same shall be rejected at the risk and cost of the firm and any losses occurring to the purchaser thereto would be borne by the supplier.

16.3 The rejected stores must be removed by the Tenderers from the consignees' premises within 15 days from the date of the intimation about rejection beyond which the purchaser would be free to dispose off the rejected stores at risk and cost of the firm.

16.4 The incharge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

17. PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES

17.1 In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 15.7 of DGS&D Manual and Para 14.7 (i) of DGS&D (Revised-68), Ministry of Commerce, Deptt of Supply of the General condition of the contract.

17.2 In case delayed supply is acceptable to the purchaser, the supplier would be liable to be levied LD @ 2% value of the quantity delayed for each month or part of a month subject to maximum of 10% of the overall contract value.

18. DELIVERY OF STORES

18.1 Firm should not deliver the equipment/store to consignee(s) beyond scheduled delivery period without obtaining prior sanction of purchaser.

18.2 In case, Firm deliver the equipment/store after scheduled Delivery Period, even if the stores are accepted by the consignee, it would be at the risk and the cost of the supplier as the supply may not be taken as contractually accepted.

19. OPTION / TOLERANCE CLAUSE: The purchaser reserves the right to place order on the successful Tender for additional quantity up to 25% of the quantity offered by them at the time of placement of order or during the currency of the contract as per Clause-31 of Form DGS&D-68 (Revised).

20. FALL CLAUSE: Fall clause will be applicable as under:-

20.1 The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the subject store or offer to sell store of identical description to any persons/ organization during the currency of this contract.

20.2 If the contractor, at any time, during the currency of the contract reduces the sale price, sells or offers to sell such store to any person / organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction/ sale/ offer of sale to the Director General, BSF and the price under the contract would be reduced accordingly.

21. RISK PURCHASE CLAUSE: -

21.1 In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated date/ period of the supply order A/T, or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the tendered equipment/store elsewhere at the risk and cost of the defaulting supplier after giving a notice to the 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 Government Department/Ministry.

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

22. PERFORMANCE SECURITY

22.1 The Performance Security would be required within 15 days from the date of issue of AT / confirmed supply order and would be released after the obligations of the firm are successfully met.

22.2 In terms of Clause-7 of condition of contract DGS&D-68 (revised) all the successful Tenderers irrespective of their registration status with DGS&D and NSIC shall be required to furnish an amount equal to 10% of the contract value as security deposit as guarantee against its own performance under the contract within 15 days of issue of contract. It should be valid up to 60 days beyond the expiry of Warrantee/ Guarantee period.

22.3 In case Performance Security is not deposited by the successful bidder within the stipulated time from the placing of AT/Supply order, irrespective of any reason, EMD could be permanently forfeited and AT / Supply order would become liable for cancellation at the risk of the Firm.

23. FOR FOREIGN BIDDERS ONLY :-

It shall be confirmed by foreign bidder(s) 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 obtain a certificate to this effect or authority concerned of their country and attached with technical bid.

24. LAW GOVERNING THE CONTRACT: -

24.1 The contract shall be governed by the laws in force as of date in India and interpretation would be done accordingly.

24.2 Jurisdiction of Court: The courts of the New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

25. ARBITRATION

25.1 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.

25.2 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.

25.3 Sole arbitration will be by Secretary, Ministry of Home Affairs, and Govt. of India or by some other person appointed by him. As provided in clause 24 of General Condition of Contract Form DGS&D -68 Ministry of Commerce Department of supply.

26. PENALTY FOR USE OF UNDUE INFLUENCE: -

26.1 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 Contracts or Forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

26.2 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 by him 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 contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.

26.3 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.

26.4 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 favour in relation to this or any other contract, shall render the Seller liable for penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

27 AGENT AND AGENCY COMMISSION: -

27.1 The seller confirms and declares to the purchaser that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to award the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm irrespective of any such intercession, facilitation or recommendation.

27.2 The Seller agrees that if it is established at any time to the satisfaction of the purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the purchaser that the seller has engaged any such individual / firm, and paid or intended to pay any amount gift, reward, fees, commission or consideration to such personal party, firm or institution, whether before or after the signing of this contract the seller will be liable to refund that amount to the purchaser.

27.3 The purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such eventuality be liable to refund all payment made by the Buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

27.4 The seller will also be debarred from entering into any supply contract with the Government of India for a period as deemed fit by the purchaser.

28. ACCESS TO THE BOOKS OF ACCOUNT: In case it is found to the satisfaction of the Purchaser that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Purchaser shall provide necessary information/inspection of the relevant financial documents/information.

29. PATENT AND OTHER INDUSTRIAL / INTELLECTUAL PROPERTY RIGHT

29.1 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.

29.2 The Tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the 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 supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

30. 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 or advantage of the resultant contract or any part thereof.

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

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

32. TERMINATION OF CONTRACT

32.1 Time shall be the essence of the contract.

32.2 The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases: -

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

32.2.2 The Seller is declared bankrupt or becomes insolvent.

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

32.2.4 In case Performance Security is not furnished within 15 days from the date of issuing of AT.

33. CORRESPONDENCE PROCEDURE

33.1 Any query / Clarification / Representation related to this Tender must be strictly addressed to Commandant (Proc), Prov Dte, HQ DG BSF, Block No. 10, CGO Complex, Lodhi Road, New Delhi – 110003, Tele / Fax No. 011-24367684 only, till the issuance of AT.

33.2 Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.

33.3 Firm should intimate any change in their Address / Telephone / Fax / e-mail immediately. The state of non- communication with firm at any stage will make the offer / contract liable for rejection and cancellation respectively.

34. QUERY AND CLARIFICATION

34.1 In case of any contradiction noticed in this Tender Enquiry same be clarified within 07 days from the date of publication of Tender on the website else decision / interpretation of BSF in this regard would be final in all respect.

34.2 Queries / representations on Tender Enquiry received up to Pre-Bid Meeting would only be entertained and considered. All queries and representations received after the date of Pre-Bid Meeting are liable to be ignored.

34.3 For any change in terms and condition of tender / Tender specification, the Tenderers are requested to visit our websites www.bsf.nic.in and <http://eprocure.gov.in/eprocure/app> regularly. Any changes/Modifications in tender enquiry will be intimated through these websites only.

34.4 Tenderers are advised to visit above websites regularly to obtain updated information.

35. EFFECTIVE DATE OF CONTRACT: The time allowed for carrying out the supply will start from the day of issue of written orders (Acceptance of Tender) for supply of store in accordance with the schedule indicated in the tender documents.

36. SUBMISSION OF TENDER

36.1 Online bidding through CPPP e-procurement system. The tender document is available at CPPP e-procurement site i.e <http://eprocure.gov.in/eprocure/app>. Prospective bidder desirous of participating in this tender may view and download tender document from the above mentioned website.

36.2 All documents should be submitted electronically in PDF format.

37. INSTRUCTION FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal at <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

37.1 REGISTRATION

37.1.1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.

37.1.2 Bidder should do the enrollment in the eProcurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.

37.1.3 Bidder need to login to the site thro' their user ID/password chosen during enrollment/registration.

37.1.4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e Token/Smart Card, should be registered.

37.1.5 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

37.1.6 Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

37.1.7 After downloading/getting the tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise bid will be rejected.

37.1.8 If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

37.1.9 Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e token / smart card to access DSC.

37.1.10 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

37.1.11 From my tender folder, he selects the tender to view all the details indicated.

37.1.12 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

37.1.13 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

37.1.14 if there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

37.1.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

37.1.16 Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted / couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

37.1.17 While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

37.1.18 The bidder has to select the payment option as offline to pay the Tender Fee/EMD as applicable and enter details of the instruments.

37.1.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

37.1.20 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

37.1.21 The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

37.1.22 If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rate offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

37.1.23 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). 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.

37.1.24 After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of

evidence for online submission of bid for the particular tender and will also act as any entry pass to participate in the bid opening date.

37.1.25 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

37.1.26 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

37.1.27 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

37.1.28 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

37.1.29 The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

37.1.30 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact through e-mail comdtproc@bsf.nic.in or by over phone: 011-24367684 or CPPP toll free no. 1800-3070-2232.

Sd xxx dated 12/06/15

(R Muthu Krishnan)

Commandant (Proc)

For and on Behalf of President of India

SCHEDULE-II

SPECIAL INSTRUCTIONS

(If any instruction contained in this tender is contrary to instruction mentioned in special instructions the special instruction will prevail)

1.	Date and Time of receipt of Tender	:	See page - 1.
2.	Date & Time of Opening of Tender	:	See page - 1.
3.	Stores with quantity	:	Hand Held Thermal Imager - Binocular (Cooled Version), Qty – 40 Nos.
4.	Validity of offer	:	08 months from date of opening of Tender.
5.	EMD / Validity	:	i) Rs. 40,00,000/- or Euro 55,622 or US\$ 62,303 in the shape of BG / FDR (for Indian participants only) with 10 months validity from the date of opening of Tender. ii) Foreign bidders should submit Earnest Money only in the form of Bank Guarantee confirmed by any Nationalized / Scheduled Bank of India with 10 months validity from the date of opening of Tender.
6.	Delivery period	:	06 months from the date of issue of AT. [i] No lead time will be given. [ii] No grace period will be given.
7.	Terms of Delivery	:	Free delivery to Consignee(s) basis.
8.	Inspection a) Inspecting Authority b) The place at which the stores to be tendered for inspection c) Joint Receipt Inspection / Survey	:	DG BSF or his authorized rep. Consignee(s) location at the time of acceptance of supply. i) Joint Receipt Inspection (JRI)/Survey will be carried out at the place of consignee location before final acceptance by the rep of BSF and the supplier. ii) 100% of the equipment/stores would be put through inspection during JRI before final acceptance. iii) Upon completion of the JRI, the authorized representatives of the PURCHASER and the SUPPLIER shall sign the certificate of Joint Receipt Inspection (JRI) within 01 (one) day of completion of JRI. iv) If any store is rejected in final inspection as not conforming to specifications, the same lot must be replaced within 30 days before final

			acceptance. Alternatively at purchaser's option, money shall be refunded positively within 30 days from the date of issue of such notice of rejection in case any payment is already made to the seller. The purchaser right of rejection in this regard will be final and absolute.
9.	Qualifying / Eligibility criteria	:	<p>i) Only those firms which are manufacturer (OEM) or first and genuine authorized dealer / distributor / agent of the OEM are eligible to quote in the tender.</p> <p>ii) The authorized dealers / agents / distributors quoting on behalf of their foreign principal would be treated as Indian agent and they should be registered with DGS&D under the compulsory registration of Indian Agents of foreign principals.</p> <p>iii) OEM (indigenous manufacturers) can either bid themselves or their authorized dealer / distributor/agent can bid on their behalf.</p> <p>iv) One OEM can not authorize more than one dealers / distributors/agents to quote on its behalf in the tender.</p> <p>v) Authorized distributor / dealers / agent should attach a certificate from the principals assuring their association for at least next 04 years from the date of tender opening.</p> <p>vi) In case of agent/distributor/dealer bidding on behalf of foreign principal, the foreign principal will have to give an undertaking as per the proforma at Appendix-7.</p> <p>vii) In case of Indian manufacturers who want to participate as OEM on TOT basis from foreign manufacturers, these Indian manufacturers will have to submit copy of TOT agreement alongwith the bids.</p> <p>viii) Tenderers should provide certified copies of balance sheets of their accounts for the past three years.</p> <p>ix) The date of manufacturing of the tendered equipment/store should not be older than the year of tendering i.e. 2015.</p>
10	Guarantee / Warranty	:	i) As per Appendix-6. One (01) year Guarantee/ warranty period will start from the date of acceptance of stores in full and final quantity in satisfactory condition, after due inspection and/or successful installation and commission as applicable.

			<p>ii) For Detector Dewar Cooler (DDC), the warranty will be 4 years.</p> <p>iii) Guarantee/Warranty will be comprehensive i.e. inclusive of replacement of all spare parts and will be implemented as under: -</p> <ul style="list-style-type: none"> * Maximum time for repair/replacement will be 1 weeks after receipt of equipment by the firm. * Penalty for non repair/replacement beyond 01 weeks will be @ 0.5% of the basic cost of the individual equipment per week or part thereof.
11.	Payment terms	:	100% payment of equipment/stores shall be released after successful completion of JRI at consignee(s) location.
12.	Mode of Payment	:	<p>(a) <u>For Indian Firms</u>: The payment will be made in INR. However, Bills for the payment will be submitted to the indenter i.e. Commandant (Ordnance), Provisioning Directorate, FHQ BSF, New Delhi – 110 003.</p> <p>(b) <u>For Foreign Firms</u>: The payment to the foreign firms will be made through irrevocable Letter of Credit (LC). In case supplier desire, Letter of Credit (LC) to be confirmed by designated foreign bank, such confirmation charges shall be borne by the firm. The LC would only be opened within two month from the date of issue of AT and remained valid beyond 30 days of delivery period. Payment through LC will be released only after successful receipt of equipment / stores to consignee(s) and after completion of JRI at consignee (s) location.</p>
13.	Payment by the	:	Director (Accounts), Pay & Account Division, Border Security Force, Pushpa Bhawan, Madangir, New Delhi – 110 062.
14.	Pre-Contract Integrity Pact	:	<p>i) Signing of Pre-Bid Pre-Contract Integrity Pact is pre-requisite and a mandatory requirement without which no bids would be accepted (Proforma attached at Appendix-9).</p> <p>ii) Pre-bid Pre Contract Integrity Pact would be signed mutually by the Commandant (Proc) and authorized rep of the firm in the presence of witnesses of both side.</p> <p>iii) Authorized signatories of the interested Firms may sign the Integrity Pact on any working day after Pre-Bid and before bid submission end date</p>

			& time at Office of the Commandant (Proc), 7 th Floor, Block No. 10, BSF HQ, CGO Complex, Lodhi Road, New Delhi. No request for signing of the pact by any bidder would be entertained after bid submission end date & time.
15.	Training	:	The firm will arrange Operator level training Free of Cost for one (1) week to minimum 100 personnel at SIW, BSF, New Delhi with required testing/training equipment.
16.	After sales service	:	<p>i) Bidders will have to specify in the tender documents, details of the after sales service, post contractual support in India i.e. repair, maintenance, supply of spare parts etc that will be carried out during Guarantee / Warranty period and later on.</p> <p>ii) Firms are required to provide one copy of 100% list of spare parts with price (separately) with the price bid in pdf form. The total cost of all parts should not exceed 1.5 times of the price quoted for individual equipment. Firms should also give undertaking to the effect that the price of these spare will not increase during next five years after guarantee / warranty.</p> <p>iii) If the price of any spare part reduced for any reason during the five years after Guarantee / Warranty period, the benefit of the same will be passed on to the purchaser.</p> <p>iv) Any spare not mentioned in the price list of spares asked for and subsequently required by the purchaser, the firm is bound to provide such spare parts free of cost to the purchaser.</p>
17.	The firms will specify the spares and modules as Engineering support package and must submit the same along with the bids.		
18.	<p>Tenderer will supply the spare parts of the equipment for 10 years from the date of purchase of the equipment. The following certificate should be given in the request: -</p> <p>“It is certified that our concern/establishment will supply parts of the Equipment for 10 years from the date of purchase of the Equipment”.</p>		

Sd xxx dated 12/06/15
(R Muthu Krishnan)
Commandant (Proc)
For and on Behalf of President of India

LIST OF STORES

S/N	Particulars	Quantity (in nos)
1.	Hand Held Thermal Imager – Binocular (Cooled Version) along with 01 battery.	40
2.	Tripod	40
3.	Pan & Tilt	40
4.	Transportation box	40
5.	Rechargeable battery	120
6.	Battery charger	40
7.	Remote cable for console	4000 mtrs
8.	AC/DC adaptor	40
9.	Console Unit	40
10.	Video extension cable	200 mtrs
11.	DDC	04
12.	Base level repair & maintenance test station including test equipment	01
13.	User manual & operation instructions	40 (Free of cost)
14.	Technical and maintenance manual	04 (Free of cost)

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 For and on Behalf of President of India

SCHEDULE-IV

LIST OF CONSIGNEES

S/N	Consignees
1.	Dy. Inspector General, SIW BSF, Tigri Camp, M B Road, New Delhi (India).

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Commandant (Proc)
For and on Behalf of President of India

SCHEDULE-V

TECHNICAL SPECIFICATION/QUALITATIVE REQUIREMENTS OF HAND HELD THERMAL IMAGER BINOCULAR (COOLED) (WITH ITS COMPLIANCE STATEMENT TO BE GIVEN BY TENDERER)

1. Nomenclature of Item with Year & Model No: _____.
2. Country of Origin: _____.

Tenderers are requested to give Compliance of each Specification whether equipment being offered by them is complying with Specification or otherwise.

S/N	Parameters	Qualitative Requirements	Complied	Not Complied	Page No. at which Technical Literature attached
1.	The HHTI should: -				
a)	Be Binocular				
b)	Have capability to produce real time picture.				
c)	Have a suitable tint to reduce eyestrain. This feature should help the observer to quickly regain his normal vision.				
d)	Be ruggedized as per latest Mil Std and complied with IP 65 standards.				
e)	Have a ruggedized container for transportation.				
f)	Provide real time pixel level sensor fusion between TI & Day camera mode.				
g)	Function on 90 volt to 250 volt 50 Hz AC mains and generator through AC/DC adopter.				
h)	Day & Thermal Imager camera should be integrated in a single housing.				
2.	Range				
a)	Day Observation				
	<u>For human target</u>	Detection - 5 km (min)			
		Recognition - 2.5 km (min)			
		Identification - 1 km (min)			
	<u>For vehicles</u>	Detection - 9 km (min)			
		Recognition - 4.5 km (min)			
		Identification - 2.5 km (min)			

b)	Night observation			
	<u>For human target</u>	Detection - 3 km (min)		
		Recognition - 1.5 km (min)		
		Identification - 750 mtrs (min)		
	<u>For vehicles</u>	Detection - 8 km (min)		
		Recognition - 2.5 km (min)		
		Identification - 1 km (min)		
	Note: Vehicle dimensions 4010x1540x1875 mm (lxbxh)			
3.	Thermal Imager camera should have: -			
a)	Cryogenic Stirling Closed Cycle – Detector Dewar Cooler for IR detector.			
b)	Advanced IR Detector having resolution 640 x 512 for sharper Thermal Images.			
c)	Spectral range : LWIR/MWIR or both.			
d)	Field of view: -	Identification - 1 km (min)		
	Wide	12.5° x 10° (min)		
	Narrow	2.5° x 2° (max)		
e)	Magnification:	Minimum 5X (continuous zoom).		
f)	Digital zoom :	4X (min)		
g)	Automatic and manual focusing facility			
h)	Non Uniformity Calibration (NUC)			
i)	The camera initialization time to ready should not be more than 8 minutes.			
j)	Penetrates darkness, haze and smoke.			
k)	Be immune to glare of searchlights.			
l)	Not get damaged if faced towards Sun accidentally.			
m)	Warranty on the Detector Dewar Cooler should not be less than 4 years			
4.	Day camera should have: -			
a)	CCD/CMOS colour camera.			
b)	Resolution 754 x 576 (min)			
c)	Optical zoom 5x (min)			
d)	Digital zoom 4x (min)			
e)	One shot focus (AF/Manual)			

5.	Operator Console Unit: -				
a)	This must comprise a ruggedized OLED/LED colour display of size 15" (minimum).				
b)	The console unit should have the facility to show the map in the background correlated with the video of the cameras.				
c)	A suitable provision of the control keys or joystick should be provided to operate the system remotely with comfort.				
d)	The console should have recovery option in the system itself whenever software gets corrupted.				
e)	The console should have the provision to control the operation of day & night camera and Pan & Tilt sub systems.				
f)	The console should have scan around facility automatically whenever required.				
g)	The console must incorporate built in test equipment (BITE).				
h)	Should have ports for external PC interface, Ethernet and digital & analogue video out.				
6.	The system should have the provision to use as hand held mode and remotely operated mode when mounted on Tripod / mast.				
7.	Internal display :	Advanced high resolution colour OLED display having resolution 640 x 512 (min).			
8.	Inter Pupillary Distance (IPD) :	Adjustable			
9.	Operating Temp Range :	-20 degree to + 55 degree centigrade.			
10.	Reticule for range estimation :	In built			
11.	It should have provision for external video output (PAL).				
12.	PAN and Tilt Mechanism : High precision motorized pan and tilt unit with variable speed facility.				
a)	Azimuth (PAN) for 360°				
b)	Elevation (Tilt) for $\pm 45^\circ$				
13.	Remote surveillance facility:				
a)	Console should be able to operate and control the equipment through wire (100 meters minimum)				
b)	To stream imagery over wireless link (500 meters minimum NLOS and 5000 meters minimum LOS with encryption).				
14.	Digital Magnetic Compass (DMC) :	Inbuilt DMC should be provided for auto Northing. Accuracy should be $\leq 1^\circ$ and resolution 1° or better.			

15.	Global Positioning System (GPS) :	Inbuilt GPS to provide own position during initialization. It should give co-ordinates in Lat-Lon and Indian Military GR system. Accuracy should be < 10 meters.			
16.	Video Recording Capability:	Advanced inbuilt storage memory of 1 TB (Min) exclusively to store the video should be provided in the console. The system should have facility to retrieve the stored data.			
17.	Weight :	Hand Held unit should not be more than 4 kg with battery.			
18.	Battery / Power Source :	Should have Lithium-ion rechargeable battery or better to operate the system. The battery should have battery status bar graph indication to get the charge status of the battery.			
19.	Battery performance :	The battery (s) should be able to run the system for 3 hours or more in operational mode on single charge.			
20.	Spare Batteries :	For additional cycle of operation, 3 spare batteries be provided.			
21.	Battery Charger :	A smart and Intelligent, Universal Charger for charging the battery from 90 volt to 250 volts 50 Hz AC Mains along with DC Charging facility from 12 volt to 48 volt DC (on entire range) should be provided. It should have “charge On” and “charge complete” indications during the charging of battery. The charger should be capable to charge the battery fully in ≤ 5 hours.			
22.	User Manual and Operation Instructions :	Detailed operators Instructions, Technical Literature, Maintenance Manual and Inspection standards be provided with the equipment.			

23.	Engineering Support: -			
a)	Adequate number of spares including DDC, Modules used (5 no's each along with 50 no's system) etc.			
b)	Test Station with Test Equipment for repair & maintenance of the system (Base workshop level).			
24.	Training: Operator level training should be imparted to minimum 100 persons.			

Sd xxx dated 12/06/15
 (R Muthu Krishnan)
 Commandant (Proc)
 For and on Behalf of President of India

TRIAL DIRECTIVE FOR HAND HELD THERMAL IMAGER – BINOCULAR (COOLED VERSION)

S/N	Parameters	Qualitative Requirements	Procedure suggested for trial for Board of Officers	Result expected / desired	Complied / Not Complied
1.	The HHTI should: -				
a)	Be binocular		a) Check physically the system for binocular.	a) HHTI should be binocular.	
b)	Have capability to produce real time picture.		b) Switch 'ON' the system and monitor the picture for real time.	b) It should produce real time picture.	
c)	Have a suitable tint to reduce eyestrain. This feature should help the observer to quickly regain his normal vision.		c) Switch 'ON' the system and watch the area through it for at least 10 min continuously and then immediately see outside.	The observer must regain his normal vision quickly.	
d)	Be ruggedized as per latest Mil Std and complied with IP 65 standards.		d) Check the National / International Accredited lab certificate/report submitted by the firm in respect of the same.	d) Check the authenticity of National/International accredited lab test certificate/report for the same. In case of any doubt in the test report, the veracity of the same may be checked from the concerned lab.	

e)	Have a ruggedized container for transportation.	e) Drop the container from a height of 2 meters on a hard surface and check it for any deformation or breakage.	e) The container must not get deformed or break after drop test and equipment be safe.	
f)	Provide real time pixel level sensor fusion between TI & Day camera mode.	f) Switch 'ON' the system and put it in fusion mode, watch the out-put video from day and TI camera during day and night time for fused image. Check the national/international accredited lab certificate in respect of pixel level sensor fusion between TI & Day camera mode.	f) The resultant image displayed from the sensors (day & TI camera) must be pixel level fused image. It must provide best scene information as seen by both cameras in real time. The picture must not have ghost or double image in any respect. The shadow part of the scene during day must be clear. The firm must provide the National/International Accredited lab certificate/report in respect of CCD/CMOS camera and Resolution. In case of any doubt in the test report, the veracity of the same may be checked from the concerned lab.	
g)	Function on 90 volt to 250 volt 50 Hz AC mains and generator through AC/DC adopter.	g) Operate the HHTI on a variable single phase 50 Hz AC mains supply and generator through AC/DC adaptor and vary the in-put voltage from 90 to 250 Volt.	g) The HHTI must function properly on 90 Volt to 250 Volt 50 Hz AC mains and generator through AC/DC Adaptor.	

h)	Day & Thermal Imager camera should be integrated in a single housing.		h) Check the HHTI for the single housing to accommodate both the camera.	h) Day & TI cameras must be integrated in a single housing.	
2.	Range				
a)	Day Observation		a) Place two jawans each at the range of 1 Km, 2.5 Km & 5 Kms and move them. Observe them for detection, Recognition and identification at respective ranges. b) Place defined vehicle, in moving and stationary conditions, at different angles at a distance mentioned in QRs Para-2 (a) (ii) and 2 (b) (ii). Observe it for detection, Recognition and Identification at respective ranges. d) In case not achieved, clearly mention the distance at which detection, recognition and identification achieved.	a) Human target detection, Recognition and identification through day & night camera must be achieved as per the minimum ranges mentioned in the QRs Para-2 (a) (i) and 2 (b) (i). b) The vehicle target Detection, Recognition and Identification through day & night camera must be achieved as per the minimum ranges mentioned in the QRs Para-2 (a) (ii) and 2 (b) (ii).	
	<u>For human target</u>	Detection - 5 km (min)			
		Recognition - 2.5 km (min)			
		Identification - 1 km (min)			
	<u>For vehicles</u>	Detection - 9 km (min)			
		Recognition - 4.5 km (min)			
		Identification - 2.5 km (min)			
b)	Night observation				
	<u>For human target</u>	Detection - 3 km (min)			
		Recognition - 1.5 km (min)			
		Identification - 750 mtrs (min)			
	<u>For vehicles</u>	Detection - 8 km (min)			
		Recognition - 2.5 km (min)			
		Identification - 1 km (min)			
	Note: Vehicle dimensions 4010x1540x1875 mm (lxbxh)				

3.	Thermal Imager camera should have: -		Put the HHTI in normal mode so that only Thermal image is displayed on the screen. Day camera OG must be covered.		
a)	Cryogenic Stirling Closed Cycle – Detector Dewar Cooler for IR detector.		a) Check the DDC OEM certificate or data-sheet submitted by the firm for DDC type, its resolution and spectral response.	a) DDC must be cooled type; having resolution of 640x480 (min) and spectral response must be of LWIR/MWIR or both.	
b)	Advanced IR Detector having resolution 640 x 512 for sharper Thermal Images.		-	-	
c)	Spectral range : LWIR/MWIR or both.		-	-	
d)	Field of view: -	Identification - 1 km (min)	d) Fix the equipment on ATS (Acceptance Test Station) available in SIW and observe the TI image only. Measure the FOV in full 'zoom in' and full 'zoom out' position as per the testing procedure.	d) FOV limits of the system must be as mentioned in the QRs Para-3 (d)	
	Wide	12.5° x 10° (min)			
	Narrow	2.5° x 2° (max)			
e)	Magnification:	Minimum 5X (continuous zoom).	e) Check the magnification of the system in the Lab and its linearity in zoom. Also check the digital zoom as per the procedure.	e) Magnification must be 5x with continuous zoom facility.	
f)	Digital zoom :	4X (min)	-	Digital zoom must be minimum 4x.	
g)	Automatic and manual focusing facility		g) Check the system for automatic and manual focusing facility.	g) There must be facility of automatic and manual focusing.	
h)	Non Uniformity Calibration (NUC)		h) Check the system for NUC.	h) Must have NUC.	

i)	The camera initialization time to ready should not be more than 8 minutes.	i) Physically check the initialization time from 'Off' to 'On' mode and note down the time by stop watch.	i) Time to get ready from Off position must not be more than 8 minutes.	
j)	Penetrates darkness, haze and smoke.	j) Check the effect of darkness in night, in smoke & haze conditions on the picture quality.	j) HHTI must be capable to see through darkness, haze and smoke.	
k)	Be immune to glare of searchlights.	k) Check the effect of glare of search light on the system when face towards it.	k) It must be immune to glare of searchlights.	
l)	Not get damaged if faced towards Sun accidentally.	l) Check the effect o sun rays on the system when faced towards the sun.	l) It must not get damaged if faced towards sun accidentally.	
m)	Warranty on the Detector Dewar Cooler should not be less than 4 years	m) Check the assurance / undertaking certificate submitted by the firm regarding warranty on the DDC.	m) Warranty of DDC must not be less than 4 years.	
4.	Day camera should have	Put the HHTI in normal mode so that only day camera image is displayed on the screen. TI camera must be switched OFF.		

a)	CCD/CMOS colour camera.	a) Check the National/International Accredited lab certificate/report submitted by the firm in respect of CCD/CMOS camera and Resolution.	The firm must provide the National / International Accredited lab certificate/report in respect of CCD / CMOS camera and Resolution. In case of any doubt in the test report, the veracity of the same may be checked from the concerned lab.	
b)	Resolution 754 x 576 (min)			
c)	Optical zoom 5x (min)	c) Check the Optical zoom and Digital zoom physically in the Lab as per the procedure.	c) Optical zoom not less than 5x and Digital zoom not less than 4x.	
d)	Digital zoom 4x (min)			
e)	One shot focus (AF/Manual)	e) Check the focusing mechanism provided for automatic and manual focusing.	e) Both provisions for focusing (AF/manual) must be provided.	
5.	Operator Console Unit: -			
a)	This must comprise a ruggedized OLED/LED colour display of size 15" (minimum).	a) Check the National / International Accredited lab certificate/report submitted by the firm in respect of Ruggedized OLED/LED display.	a) The firm should provide the National / International Accredited lab certificate / report in respect of Ruggedized OLED/LED display. In case of any doubt in the test report, the veracity of the same may be checked from the concerned lab.	

b)	The console unit should have the facility to show the map in the background correlated with the video of the cameras.	b) Check the correlation between captured video and background map by uploading the map in Console unit.	b) Console must have the facility to show video over correlated map in background.	
c)	A suitable provision of the control keys or joystick should be provided to operate the system remotely with comfort.	c) Install the HHTI with Console and check the system functions through console remotely.	c) Must have suitable provision of control keys or joystick to operate the system remotely.	
d)	The console should have recovery option in the system itself whenever software gets corrupted.	d) Check the console for the provision of system recovery facility and also check the assurance certificate in respect of the same.	d) The console must have a system recovery option if software gets corrupted. Must be supported with assurance certificate.	
e)	The console should have the provision to control the operation of day & night camera and Pan & Tilt sub systems.	e) Repeat the procedure suggested at Para (c) and check the functions of cameras and Pan & Tilt sub system.	e) The console unit must have the provision to control the operation of day & night camera and Pan & Tilt sub systems.	
f)	The console should have scan around facility automatically whenever required.	f) Check the system for automatic scan around facility.	f) It must have scan around facility automatically whenever required.	
g)	The console must incorporate built in test equipment (BITE).	g) Check the system for BITE facility physically.	g) It must have a built in test equipment (BITE) to get the system status at any time of instant.	
h)	Should have ports for external PC interface, Ethernet and digital & analogue video out.	h) Check the system for External PC interface. Ethernet and digital & analogue video output ports.	h) Must have ports for external PC interface. Ethernet and digital & analogue video out.	

6.	The system should have the provision to use as hand held mode and remotely operated mode when mounted on Tripod / mast.		<p>a) Switch 'ON' the HHTI and check all the functions of it directly without console and mounting on Tripod.</p> <p>b) Install the HHTI on Tripod/Mast and connect the console remotely. Check all the functions through console.</p>	<p>a) HHTI must be able to operate in hand held role.</p> <p>b) HHTI must be able to work through console remotely by mounting it on a Tripod / Mast.</p>	
7.	Internal display :	Advanced high resolution colour OLED display having resolution 640 x 512 (min).	Check the National / International Accredited lab certificate/report submitted by the firm in respect of resolution.	The firm must provide National / International Accredited lab certificate / report submitted by the firm in respect of resolution i.e. 640 X 480 OLED display. In case of any doubt in the test report, the veracity of the same may be checked from the concerned lab.	
8.	Inter Pupillary Distance (IPD) :	Adjustable	Physically check the system for IPD adjustment.	Inter Pupillary Distance must be adjustable.	
9.	Operating Temp Range :	-20 degree to + 55 degree centigrade.	Check the National / International Accredited lab certificate / report submitted by the firm in respect of operating Temp.	The firm should provide National / International Accredited lab certificate / report submitted by the firm in respect of operating Temp. In case of any doubt in the test report, the veracity of the same may be checked from the concerned lab.	

10.	Reticule for range estimation :	In built	Check the system for in built range estimation facility provided.	The in-built range estimation facility must be provided.	
11.	It should have provision for external video output (PAL).		Check the system for external video output by connecting the video to TV.	The HHTI must have provision for external video output (PAL).	
12.	PAN and Tilt Mechanism : High precision motorized pan and tilt unit with variable speed facility.		Physically check the Pan & Tilt mechanism for variable speed facility precisely through console.	PAN and Tilt must have Highly précised variable speed Mechanism for its movement.	
a)	Azimuth (PAN) for 360°		Check the Azimuth movement of 360°.	Azimuth (pan) movement must be 360°.	
b)	Elevation (Tilt) for $\pm 45^\circ$		Check the Elevation movement of $\pm 45^\circ$.	Elevation (Tilt) movement must be $\pm 45^\circ$	
13.	Remote surveillance facility:				
a)	Console should be able to operate and control the equipment through wire (100 meters minimum)		a) Install the HHTI & console with wire remote and distance between them should be 100 meters minimum. Check the operation of HHTI through console.	a) Console should be able to operate and control the equipment through wire (100 meters minimum).	
b)	To stream imagery over wireless link (500 meters minimum NLOS and 5000 meters minimum LOS with encryption).		b) Install the wireless transmitter at HHTI end and receive the video at 5000 meters or as mentioned by the user at the time of indent, away in LOS to HHTI. Again receive the video at 500 meters away in NLOS to HHTI i.e. behind a mountain or obstacles.	b) It should be functional as desired in QR.	

14.	Digital Magnetic Compass (DMC) :	Inbuilt DMC should be provided for auto Northing. Accuracy should be $\leq 1^\circ$ and resolution 1° or better.	Switch 'ON' the HHTI and do auto northing. Note down the bearing of a point with the help of compass. Again check the bearing of that point through inbuilt DMC and then compare both the readings for accuracy and resolution.	DMC should be inbuilt for auto Northing and with Accuracy $\leq 1^\circ$ and resolution 1° or better.	
15.	Global Positioning System (GPS) :	Inbuilt GPS to provide own position during initialization. It should give co-ordinates in Lat-Lon and Indian Military GR system. Accuracy should be < 10 meters.	Switch 'ON' the HHTI and check the co-ordinates of own position through inbuilt GPS. Check the own position co-ordinates of a point by other GPS or method and compare it with the co-ordinates of the same point shown by the inbuilt GPS.	GPS must be inbuilt in the HHTI to provide own position during initialization. It must give co-ordinates in Lat-Lon and Indian Military GR system. Accuracy must be < 10 meters.	
16.	Video Recording Capability:	Advanced inbuilt storage memory of 1 TB (Min) exclusively to store the video should be provided in the console. The system should have facility to retrieve the stored data.	Check the inbuilt storage memory exclusively to store the video in the console. Check the console for the facility to retrieve the stored data.	Inbuilt storage memory of 1 TB (min) must be provided exclusively in store the video in the console. The console must have the facility to retrieve the stored data.	
17.	Weight:	Hand Held unit should not be more than 4 kg with battery.	Check the weight with the help of weighing machine.	The HHTI must not weigh more than 4 Kgs with battery.	

18.	Battery / Power Source :	Should have Lithium-ion rechargeable battery or better to operate the system. The battery should have battery status bar graph indication to get the charge status of the battery.	Check the battery provided for operating the system for its type and recharge ability. Check the battery for the battery status indication.	The system must be operated with Lithium-ion rechargeable battery. The battery should have bar graph indication to get the charge status of the battery.	
19.	Battery performance :	The battery (s) should be able to run the system for 3 hours or more in operational mode on single charge.	Operate the system with fully charged rechargeable battery(s) and put it in the operation mode. Start the counting of functional hours in Stop watch.	Rechargeable battery(s) must run the system for 3 hours or more in operational mode.	
20.	Spare Batteries :	For additional cycle of operation, 3 spare batteries be provided.	Not concerned at the time of evaluation.	Not concerned at the time of evaluation.	

21.	Battery Charger :	A smart and Intelligent, Universal Charger for charging the battery from 90 volt to 250 volts 50 Hz AC Mains along with DC Charging facility from 12 volt to 48 volt DC (on entire range) should be provided. It should have “charge On” and “charge complete” indications during the charging of battery. The charger should be capable to charge the battery fully in \leq 5 hours.	<p>Switch ‘ON’ the charger on 50 Hz variable AC mains supply and check the out-put voltage by varying the in-put voltage from 90 to 250 volts.</p> <p>Again switch ‘ON’ the charger on variable DC power supply and check the out-put voltage by varying the in-put voltage from 12 to 48 volts.</p> <p>Check the charger for ‘Charge ON’ and charge complete indications.</p> <p>Charge a fully discharged battery with the charger and note down the total time to fully charge the battery.</p>	<p>The out-put mustn’t vary with the variation of in-put AC voltage from 90 to 250 volts.</p> <p>The out-put mustn’t vary with the variation of in-put DC voltage from 12 to 48 volt.</p> <p>The charger must have ‘Charge ON’ AND ‘Charge Complete’ indications during charge.</p> <p>A fully discharged battery must take \leq 5 hours to charge fully.</p>	
22.	User Manual and Operation Instructions:	Detailed operators Instructions, Technical Literature, Maintenance Manual and Inspection standards be provided with the equipment.	An undertaking in this regard will be obtained from the firm.	An undertaking in this regard will be obtained from the firm.	
23.	Engineering Support: -		An undertaking in this regard will be obtained from the firm.	An undertaking in this regard will be obtained from the firm.	
a)	Adequate number of spares including DDC, Modules used (5 no’s each along with 50 no’s system) etc.				

b)	Test Station with Test Equipment for repair & maintenance of the system (Base workshop level).			
24.	Training: Operator level training should be imparted to minimum 100 persons.	An undertaking in this regard will be obtained from the firm.	An undertaking in this regard will be obtained from the firm.	

FORM – 68-A

Full name and address of the Tenderer in addition to post Box No., if any, should be quoted in all communications to this office

**Contractor's
Telegraphic Address
/ Telephone No. /
FAX No. & E-mail
Address**

From:

TENDER NO. _____

Dear Sir,

1. 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 all the instructions to Tenderers in the Tender Enquiry and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
3. I/We have understood all the tender conditions in the tender enquiry and will comply with them.
4. All the Appendices from 1 to 7, 9 & 10 in Technical bid envelope & Appendix No. 8 in Price bid envelope have been submitted duly filled in & signed.
5. The following pages from page No. 1 to Page No. _____ have been added to and will form the part of this tender.

Yours faithfully

(SIGNATURE OF TENDERER)
ADDRESS _____
DATED _____

SIGNATURE OF WITNESS

ADDRESS _____
DATED _____

DETAILS OF MANUFACTURER/AUTHORIZED DEALER

- 1 Details of manufacturer.
 - (a) Name
 - (b) Office
 - (i) Address
 - (ii) Telephone
Land line
Mobile
 - (iii) Fax
 - (iv) e-mail
 - (c) Works
 - (i) Address
 - (ii) Telephone
 - (iii) Fax
 - (d) Contact person
 - (i) Office
 - (ii) Address
 - (iii) Telephone
Land line
Mobile
 - (iv) Fax
 - (v) e-mail
- 2 In case of foreign firm, contact person in Delhi/ India.
 - (a) Name
 - (b) Address
 - (c) Name of company
 - (d) Telephone
Land Line
Mobile
 - (e) e-mail
 - (f) Fax
- 3 Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations
- 4 Gross weight of consignment. (Net weight of each item)
- 5 PAN
- 6 Confirm whether you have attached photocopy of PAN Card duly attested.
- 7 Status
 - (a) Indicate whether you are LSU or SSI
 - (b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration.

- (c) If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit
 - (d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached an attested photocopy of the registration certificate indicating the items for which you are registered
- 8 Banker :-
- (a) Name
 - (b) Address
 - (c) Telephone
 - (d) e-mail
 - (e) Fax
- 9 Business name and Constitution of the firm. Is the firm registered under :-
- (i) The Indian Companies Act, 1956.
 - (ii) The Indian Partnership Act, 1932. (Please also give name of partners)
 - (iii) Any Act; if not, who are the owners. (Please give full names and address.)
- 10 Whether the tendering firm is Manufacturer of the store specified in the tender.
- 11 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 and Imported components together with their value and proportion it bears to the total value of the store should also be given
- 12 State whether raw materials are held in stock sufficient for the manufacture of the stores.
13. Please indicate the stocks in hand at present time.:
- (i) Held by you against this Enquiry.
 - (ii) Held by M/s._____ over which you have secured an option.
- 14 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 by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
- (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
- (c) If the answer to either (a) or (b) is in the affirmative, 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 placed for authority of partners or 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.

15 Here state specifically:

- (i) 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.
- (ii) 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.

16. Are you.
- (i) Holding valid Industrial Licence(s)/ Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.
 - (ii) Exempted from the licencing Provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.
 - (iii) Whether you possess the requisite licence for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no licence is required for the purpose of raw materials and/ or that you possess the required licence .
- 17 State whether business dealings with you have been banned by Min./Deptt. of Supply/Min. of Home Affairs?
18. Please confirm that you have read all the instructions carefully and have complied with them accordingly.
- 19 Sale Tax office address.
- 20 Income Tax office Address.

Signature of Witness:

Full name

(Block letters)

Address:-

Signature of Tenderer:

(1) Full name

(Block letters).

(2) Address

(2) Whether signing as
Proprietor/ Partner/
Constituted Attorney/
duly authorized by the
Company.

N.B:- Tenderers/Bidders 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.

QUESTIONNAIRE ABOUT MANUFACTURER/AUTHORIZED DEALER

1. Name & Address of contractor : _____
2. a) Whether registered with DGS&D for subject stores Yes No.
- b) If yes, monetary limit Rs. (Lakh) (Without limit)
(Enclose attested photocopy of Regn. Certificate)
- c) Validity Date Permanently
3. a) Whether registered with NSIC for subject store Yes No
- b) If yes, monetary limit Rs. (Lakh) (Without limit)
(Enclose attested photocopy of Regn. Certificate)
- c) Validity Date Permanently
4. Whether you agree to submit advance sample if called upon to do so within specified period Yes No
5. Whether past supplier of subject store to DGS&D Or Min. of Home Affairs during the last 3 years. Yes No
(If yes, submit performance report in enclosed Performa)
6. Terms of delivery: (i) FOR Destination for Indigenous Manufacturer
(Free delivery to consignee basis)
(ii) CIF, IGI Airport, New Delhi for Foreign Manufacturer
(Free delivery to consignee basis)
7. a) Delivery period in months from the date of placement of order/ Approval of Advance Sample. Months
- b) Monthly rate of supply.
8. Acceptance to conditions of contract as Contained in DGS&D-68 (Revised) amended up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached. Yes No

9. Have you enclosed required Earnest Money
Yes No
10. Do you accept tolerance clause
Yes No
11. Is your firm eligible to received Govt. Contract for the tendered stores under the provision of law of the land.
Yes No
12. Have your firm ever failed to complete ordered supply and tendered short closed.
Yes No
13. Whether your firm is compliant on environmental sage guards.
Yes No
14. (a) Has ever been any FIR/compliant lodged against your firm with Police?
If 'yes', furnish details along with relevant documents. Yes No
- (b) Has ever any chargesheet been filed against your Firm by Police?
If 'Yes', furnish details along with Relevant documents. Yes No
- (c) Has ever been your firm debarred/ Banned? If 'yes', furnish details along with relevant documents.
Yes No
15. Do you accept the Pre-contract Integrity pact (P. C. I. P)
Yes No

Signature of Tenderer : _____

Name in Block letters : _____

Capacity in which : _____
Tender is signed

Full Address _____

: _____

FORM -7PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN DUPLICATE)

Tender No. & Date _____ for the supply of _____.

1. Details of firm

(a) Name :

(i) Office :

(ii) Address :

(iii) Telephone :

(iv) Fax :

(v) e-mail :

(b) Works

(i) Address :

(ii) Telephone :

(iii) Fax :

(iv) e-mail :

2. Location of manufacturing works/factory. Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____

_____ (here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for.

3. Details of plant and machinery erected and functioning in each department (Monograms and descriptive Pamphlets should be supplied, if available).

4. Whether the process of manufacture in factory is carried out with the aid of power or without it.
5. Details and stocks of raw material held (state whether imported or indigenous) against each item.
6. Production capacity of each item with the existing plant & machinery:
 - (a) Normal _____
 - (b) Maximum _____
7. Details of arrangements for quality control of products such as laboratory etc.
8.
 - (a) Details of Technical/ Supervisory Staff incharge of production & Quality control.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed.
 - (d) Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application.

PLACE : _____

DATE : _____

SIGNATURE OF THE TENDERER
Designation _____
Company/ Firm _____

N.B. : (1) Details under column 5 to 8 inclusive need to be restricted to the extent they pertain to the item(s) under reference.

ANNEXURE TO APPENDIX-4

MANUFACTURER WILL PROVIDE LIST OF MACHINERY INSTALLED IN THEIR
FACTORY FOR MANUFACTURING THIS ITEM

[illegible]

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas.....
 (hereinafter called the "tenderer")
 has submitted their offer dated.....
 for the supply of.....
 (hereinafter called the "tender")
 against the purchaser's tender enquiry No.....
 KNOW ALL MEN by these presents that WE.....
 of.....having our registered office at.....
are bound unto.....
 (hereinafter called the "Purchaser")
 in the sum of
 for which payment will and truly to be made to the said Purchaser, the Bank binds
 itself, its successors and assigns by these presents. Sealed with the Common Seal of
 the said Bank this.....day of.....year.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/ execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

When communication is received from or on behalf of DG BSF to invoke this Bank Guarantee, the amount will be remitted to Code No. 7837, SBI CGO Complex, New Delhi Account **No.30130396272** under intimation to: -

The Director General,
 Border Security Force,
 Block No.10, CGO Complex,
 Lodhi Road, New Delhi- 110003.

.....
 (Signature of the authorized officer of the Bank)

.....
 Name and designation of the officer

.....
 Seal, name & address of the Bank and address of the Branch

GUARANTEE/WARRANTY

- i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract.
- ii) The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months, from the date of delivery of the said goods/stores/articles to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of 12 months, the said stores/goods/articles be discovered not to conform to the description and quite aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/ stores/ articles rectified from the date of rectification thereof. In case failure of the contractor to rectify or replace the goods etc. within specified Time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.
- iii) The firm will Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.
- iv) 12 Months Guarantee/warranty periods will commence from the date of acceptance of stores in full and final quantity in satisfactory condition, after due inspection and/or successful installation and commission as applicable.
- v) In case, Manufacture's Standard Guarantee/ Warranty is for more than one years, than it will be applicable to purchaser also.
- vi) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment, so that the latter may undertake the balance of the lifetime requirements.

- vii) Warranty to the effect that they will make available the blue prints of drawing of the spares if and when required in connection with the main equipment.
- viii) Tenderer will supply the spare parts of the equipment for 10 years from the date of purchase of the equipment. The following certificate should be given in the request:

“It is certified that our concern/establishment will supply parts of the Equipment for 10 years from the date of purchase of the Equipment”.

- ix) **For Detector Dewar Cooler (DDC), the warranty should be 4 years.**
- x) Guarantee/Warranty will be comprehensive i.e. inclusive of spare parts and will be implemented as under:-
 - * Maximum time for repair/replacement will be 1 weeks after receipt of equipment by the firm.
 - * Penalty for non repair/replacement beyond 01 weeks will be @ 0.5% of the basic cost of the individual equipment per week or part thereof.

(OFFICIAL NOTE PAD OF THE OEM)

Date : ____/____/____

To

The Director General
Force Headquarter,
Border Security Force
Block No. 10, CGO Complex,
Lodhi Road, New Delhi (India)
Pin – 110 003

UNDERTAKING

It is to certify that M/s _____ (name along with full address and contact details of the Indian agent) is hereby authorized to participate in BSF Tender Enquiry No. _____ dated ____/____/2014 under the backing of _____ (name and full address with contact details of the OEM). Further _____ (OEM) undertakes to fulfill the following obligations in case M/s _____ (Indian agent) fails on its commitments with respect to the tender: -

- a) Extend the Guarantee / Warranty cover to the products for a period of 01 year from the date of receipt of supply to BSF.
- b) Ensure the availability of spare parts for 10 years from the date of receipt of supply to BSF.
- c) Provide after sales support to BSF for the stores for 03 years. In case the dealership to M/s _____ (Indian agent) is cancelled / withdrawn, for whatever reason, another firm in India would be nominated for meeting the obligations towards BSF.

(Signature of the authorized signatory of the OEM)

(Name)

(Official seal of the OEM)

(Designation)

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

Tender Inviting Authority: DG BSF

Name of Work: **Procurement of HAND HELD THERMAL IMAGER–BINOCULAR (COOLED VERSION), QTY-40 NOS”**

S/N	Item Description	Qty (in Nos)	Basic Price (BP) per Unit (In INR or Euro or US\$)	Price for free Delivery to Consignee basis/CIF (In INR or Euro or US\$)	Excise Duty (ED), if any (In INR or Euro or US\$)	Customs Duty (CD), if any (In INR or Euro or US\$)	Sales Tax / VAT (ST/VAT), if any (In INR or Euro or US\$)	Any other leviable Taxes, Service tax, Duties and Charges/ Surcharges (OT) (In INR or Euro or US\$)	Net price (NP) per unit including all taxes (In INR or Euro or US\$) (BP+ED+CD+ST+OT)	Total price (In INR or Euro or US\$) with taxes (NP x Qty)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(J)	(K)	(L)
1.	Hand Held Thermal Imager – Binocular (Cooled Version) along with 01 battery.	40								
2.	Tripod	40								
3.	Pan & Tilt	40								
4.	Transportation box	40								
5.	Rechargeable battery	120								
6.	Battery charger	40								
7.	Remote cable for console	4000 mtrs								
8.	AC/DC adaptor	40								
9.	Console Unit	40								

10.	Video extension cable	200 mtrs								
11.	DDC	04								
12.	Base level repair & maintenance test station including test equipment	01								
Total in figures										

- Note : a) Tenderers are requested to read the instructions given below the Price Bid Proforma carefully before filling the same.
- b) The complete commercial quote should be in one currency only i.e INR or Euro or US\$. Currency of price should be clearly mentioned.
- c) For evaluation and comparison of offers on equitable basis all the quoted prices (with different currencies) will be converted into a single currency i.e INR as per the selling exchange rate established by RBI/SBI as prevailing on the **date of Opening of Tender**.
- d) Tenderers are required to indicate Basic Rate, Custom duty, Excise duty, Sales Tax/VAT and any other leviable taxes/Charges separately in the relevant columns of the proforma. Any taxes/duties/charges reflected outside the Proforma will not be accepted. In case of the firms quoting NIL in the column of the Custom Duty in the price bid, then prevailing Custom Duty will be loaded by the purchaser to arrive at L-1 price. However, the purchaser will also have the discretion to reject the offer in case Custom Duty is not mentioned in the relevant Column of the price bid if required.
- e) Purchaser reserves the right to grant CDEC or otherwise.
- g) Entry tax/Octroi/Toll tax and other Statutory Taxes will be applicable at actuals, if admissible.
- h) Tenderer will attach justification of price quoted. This also includes the recently executed contracts of the store in question with Govt/ Semi Govt. organization etc. All the documents should be provided in pdf format.
- i) Firm will provide consumables & spares free of cost during demonstration and training
- j) Rates quoted for Srl No. 1 to 12 would be considered for deciding L-1. L-1 will be decided on the final value (total amount with taxes) i.e. the item would cost to BSF. Rates will be compared by taking account inclusive of all Taxes & Duties to decide L-1.
- k) No column should be left blank. Wherever amount is not quoted, the column should be filled with basic rate i.e 00.00.
- l) The decision/interpretation of BSF shall be final in all respect.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the Buyer

1.1 The Buyer undertakes 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, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima 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 such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, 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 disfavor to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

4. Previous Transgression

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

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 40,00,000/- as Earnest Money/Security Deposit with the BUYER through any of the following instruments: -

5.1.1. An irrevocable Bank Guarantee(BG) in the name of DDO FHQ BSF, Block No. 10, CGO Complex, New Delhi of any Nationalized / Scheduled bank as per the format given at Appendix-5.

5.1.3 A FDR drawn in favour of DDO, FHQ BSF, Block No.10, CGO Complex, New Delhi. The FDR should be payable at SBI (Main Branch), New Delhi.

5.2 In addition to conditions mentioned at Clause-6 of Schedule – I, in case of violation of the Integrity Pact, the BUYER will forfeit the EMD without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or 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 Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required 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 of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To 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 the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER

shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Pact.

7. Fall Clause

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

8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Names and Addresses of the Monitors is as under: -

- a) Shri M. Raman, IAS (Retired),
Formerly Secretary Petrochemicals and Chemicals, Govt. of India
3/686, Cauvery Road, Kottivakkan,
Chennai-600 041 (Tamilnadu)
Mobile : 09962258500
Residential : 044-24510101
- b) Shri Sunil Verma, IA & AS (Retired)
Formerly Deputy C&AG, Govt. of India
C-559, Defence Colony, New Delhi-110 024
Mobile : 09810004383

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its **signing** and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer
Designation
Deptt / MINISTRY / PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____

CHECK LIST FOR TENDERERS

Before submission of Tender documents in .Pdf files, Tenderers should check they have complied with the following requirements:-

1	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this enclosed.
2	If registered with NSIC or /and DGS&D, copies of valid registration certificate enclosed.
3	If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed.
4	Monthly manufacturing & supplying capacity has been mentioned in the tender documents.
5	Complete tender documents have been enclosed, after signature & stamping on all pages.
6	Signatures of witness with full name and address have been added wherever required on tender documents.
7	Proposal has been submitted in two bid system -Technical Bid & separate Price Bid as per tender enquiry.
8	Offer validity as required in tender has been accepted & clearly mentioned in Tender documents
9	Delivery Terms & Period as per Tender have been accepted and mentioned in Tender
10	Payment Terms as per Tender have been accepted and mentioned in Tender
11	Compliance statement as per the format required in tender has been enclosed along with supporting technical documents/proof for each point/parameter clearly showing wherever it is being complied with or not.
12	Warranty terms as per Tender accepted.
13	Status of Tender has been clearly written in Tender-manufacturer or manufacturers authorized agent. If agent of foreign principal, copy of valid DGS&D registration certificate as Indian Agent of Foreign Principal enclosed. If not, reason in writing be given.
14	The following Proforma enclosed with tender have been properly & completely filled in, signed & stamped (i) Form 68(A)-Offer of stores. (ii) Questionnaire. (iii) Form 7, Proforma for equipment & quality control. (iv) Details of manufacturer. (v) Undertaking to be given by foreign principal of Indian agent.
15	The Tenderer has clearly mentioned in writing that business dealings with the Firms have not been banned by any Govt/Private agency.
16	If agent of foreign principal, copy of necessary permission/clearance/license /authorization from the Central Govt. of India, to deal in or offer for sale the tendered stores, in case the tendered item comes within the purview of arms, ammunition, explosives or explosive substances enclosed.
17	Copy of complete illustrated list of all the spare parts with price (separately) with the price bid.
18	Confirmation by foreign bidder(s) 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 obtain a certificate to this effect or authority concerned of their country and attached with technical bid.
19	If the Tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.
20	Tenderer will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer.
21	Tendered will attach copy of signed Pre-Contract Integrity Pact.