

# BORDER SECURITY FORCE

## DRAFT NIT NO-02/EE(E)/BSF/JSMR-S/2016-17



### e-TENDER DOCUMENT

Name of work	Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)
Estimated cost	Rs. 7,00,000/- Only
Earnest Money	Rs. <b>14,000/-</b> Only
Security Deposit	2.5% of the tendered amount.
Performance Guarantee	5% of the tendered amount.
Cost of Tender paper	Rs. <b>500/-</b> Only
Time allowed for completion of work	<b>60 Days</b>
Date and time of opening of e-tender	26/05/2016 at 1200 Hrs

Certified that this **Tender paper** contains 52 pages including the cover.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

# INDEX

<b>Sr. No.</b>	<b>Description of Item</b>	<b>Schedule/Appendix</b>	<b>Page No.</b>
<b>1</b>	Press Notice (Notice Inviting e-tender)	Schedule-I	3
<b>2</b>	Information and instruction for bidders for e-tendering forming part of bid document and to be posted on website	Schedule-II	4-7
<b>3</b>	CPWD-6 for e-tendering	Schedule – III	8-11
<b>4</b>	CPWD-8	Schedule –IV	12-19
<b>5</b>	Terms & Condition for solar LED Street lighting having lithium ion battery system	Schedule – V	20-21
<b>6</b>	Detailed specification for LED Solar street lighting lithium ion battery system	Schedule – VI	22-23
<b>7</b>	Commercial & additional terms & conditions	Schedule-VII	24-31
<b>8</b>	General terms & conditions	Schedule-VIII	32-33
<b>9</b>	Integrity pact	Schedule-IX	34-42
<b>10</b>	Schedule of Quantity	Appendix – 1	43
<b>11</b>	Under taking by the contractor	Appendix -2	45
<b>12</b>	Experienced / past performance statement	Appendix -3	46
<b>13</b>	Format for submission of tender fees (non-refundable)	Appendix -4	47
<b>14</b>	Format for submission of EMD	Appendix -5	48
<b>15</b>	Guarantee / Warranty	Appendix -6	49
<b>16</b>	Check list for submission of e-tender	Appendix -7	50
<b>17</b>	Customer's option to receive payment through e-payment (ECS/EFT/Direct credit/RTGS/NEFT/other payment mechanism as approved by RBI)	Appendix -8	51
<b>18</b>	Blank	NIL	52



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**SCHEDULE-I****Press Notice****NOTICE INVITING e-TENDERS**

The Executive Engineer (E), FTR HQ BSF Mandore Road Jodhpur, Rajasthan invites item rate tenders on behalf of the President of India online e-tender on two bids system for the work mentioned below, From Specialized / Experienced firms (who will have to fulfil the experience of satisfactory completion of one work of 80% value of similar nature or Two works of 60% value of similar nature or Three works of 40% value of similar nature during last seven years ending **31 Mar' 2016**, from Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking) or manufacturer /Authorized dealer separately for LED Solar street lights with Lithium ion phosphate Battery for the work of "Providing of solar security light at indo Pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)" **specification mentioned at tender documents schedule-V, provided he/they meet the eligibility criteria as stipulated in the NIT.**

NIT No. **02/EE(E)/BSF/JSMR-S/2016-17**

Name of work:- **Providing of solar security light at Indo-Pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)**

Estimated cost: 7,00,000/-

Earnest Money: ` 14,000 /-

Period of completion :- 60 Days

Last time and Date of online submission of bid date 26/05/2016 upto 11:30 Hrs. Opening Time and Date of eligibility criteria and technical bid 26/05/2016 at 12:00 Hrs. Tender forms and other details can be obtained from the website [www.bsf.nic.in](http://www.bsf.nic.in) and <http://www.eprocure.gov.in>

Not to be published

Executive Engineer (E)  
FTR HQ BSF, Mandore Road, Jodhpur,  
Rajasthan  
Pin-342026



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

## SCHEDULE-II

### INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

#### SECTOR HEAD QUARTER, BORDER SECURITY FORCE

(Engg Branch) Jaisalmer (S) -345001

(Tele/Fax No. 02992- 258425)

E-Mail – [rajfr@bsf.nic.in](mailto:rajfr@bsf.nic.in)

Dated \_\_\_\_\_ 2016

The Executive Engineer (E), FTR HQ BSF Mandore Road Jodhpur, Rajasthan invites item rate tenders on behalf of the President of India online e-tender on two bids system for the work mentioned below, From Specialized / Experienced firms or authorized dealers (who will have to fulfil the experience of satisfactory completion of one work of 80% value of similar nature or two works of 60% value of similar nature or Three works of 40% value of similar nature during last seven years ending 31 Mar,2016, from Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking) or manufacturer /Authorized dealer separately for LED Solar street lights with Lithium ion phosphate Battery for the work of “Providing of solar security light at Indo-Pak border in stretch at BOP Khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)” specification mentioned at tender documents schedule-V, provided he/they meet the eligibility criteria as stipulated in the NIT.

S. No.	NIT No.	Name of work & location	Estimated cost put to tender	Earnest money	Tender cost	Period of completion	Last date & time of submission of tender	Period during which original EMD, Cost of Bid, Documents and other documents shall be submitted	Time & date of opening eligibility criteria and technical bid
1	02/EE(E)/BS F/JSMR-S/ 2016-17	Providing of solar security light at indo Pak border in stretch at BOP Khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)	7,00,000.00	14,000.00	500.00	60days	at 26/05/2016 1130 Hrs	On or Before Last date & time of submission of tender	at 26/05/2016 1200 hrs

- Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.
- Similar work shall mean works of providing of solar security lights. The value of executed works shall be Brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.
- Should have had average annual financial turnover of 1 crore during the last three years ending 31st March (Scanned copy of Certificate from CA to be uploaded).
- Should not have incurred any loss in more than two years during the last five years ending 31st March 2016.
- ~~Should have a solvency of Rs..... (Scanned copy of original solvency to be uploaded) (Solvency not required if applicant is a class I(Civil) registered contractor of CPWD and estimated cost is up to Rs. 25 Crore)\*~~
- The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

7. Information and Instructions for bidders posted on website shall form of bid document.
8. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.bsf.nic.in](http://www.bsf.nic.in) and <http://www.eprocure.gov.in> free of cost.
9. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
10. The intending bidder must have valid class-III digital signature to submit the bid.
11. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
12. Contractor can upload documents in the form of JPG format and PDF format.
13. Certificate of Financial Turnover: At the time of submission of bid, contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
14. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".
15. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
16. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
17. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
18. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website [www.bsf.nic.in](http://www.bsf.nic.in) and <http://www.eprocure.gov.in> free of cost.
19. The enlistment/registration of the contractors should be valid on the last date of submission of tenders.
20. In case only the last date of submission of tender is extended, the enlistment/registration of contractor should be valid on the original date of submission of tenders.
21. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details **available** on the website. The intending bidder must have valid **Class-III** digital signature to submit the bid.
22. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's cheque or Deposit at Call Receipt (drawn in favour of the DIG Sector HQ JSMR (S) or Bank Guarantee of any Scheduled Bank shall be scanned and uploaded to the e-tendering website within the



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

period of tender submission and original should be deposited in office of the DIG Sector HQ JSMR(S)

23. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee. Interested contractor who wish to participate wish to participate in the tender has also to make following payments in the form of Demand Draft or Pay order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-tendering website within the period of tender submission:
24. Cost of Tender Document -Rs. 500/-(non refundable) drawn in favour of the DIG SHQ BSF JSMR (S)
25. Treasury Challan or Demand Draft or Pay order or Banker's Cheque or deposit at call Receipt or Bank Guarantee of any Scheduled Bank against EMD, Cost of Tender Document shall be placed in single sealed envelope superscripted as "Earnest money . Cost of tender document with name of work and due date of opening of the bid also mentioned thereon.
26. **Attested Copies** Specialized / Experienced firms (who will have to fulfil the experience of satisfactory completion of one work of 80% value of similar nature or Two works of 60% value of similar nature or Three works of 40% value of similar nature during last Five years ending **31 Mar' 2016** ) or Manufacturer/Authorized Dealer, **Sale Tax/VAT etc.** as required shall be scanned and uploaded on the e-tendering web site within the period of tender submission certified copy of each shall be deposited in a separate envelope marked as "Other Documents".
27. Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of **Engineering branch SHQ BSF JSMR(S)** during the period mentioned above.
28. Online tender documents submitted by intending bidders shall be opened only of those whose Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order.

**This tender enquiry has Schedules and appendices as following:-**

<b>Schedules</b>		
(i)	Schedule-I	Press Notice (Notice Inviting e-tender)
(ii)	Schedule-II	Information and instruction for bidders for e-tendering forming part of bid document and to be posted on website
(iii)	Schedule – III	CPWD-6 for e-tendering
(iv)	Schedule –IV	CPWD-8
(v)	Schedule – V	Terms & Condition for solar LED Street lighting having lithium ion phosphate battery system
(vi)	Schedule – VI	Detailed specification for LED Solar street lighting having lithium ion phosphate battery system
(vii)	Schedule-VII	Commercial & additional terms & conditions
(viii)	Schedule-VIII	General terms & conditions
(ix)	Schedule-IX	Integrity pact
<b>Appendixes ( to be filled and submitted by tenderer)</b>		
(i)	Appendix – 1	Schedule of Quantity
(ii)	Appendix -2	Under taking by the contractor
(iii)	Appendix -3	Experienced / past performance statement
(iv)	Appendix -4	Format for submission of tender fees (non-refundable)
(v)	Appendix -5	Format for submission of EMD
(vi)	Appendix -6	Guarantee / Warranty
(vii)	Appendix -7	Check list for submission of e-tender
(xiii)	Appendix -8	Customer's option to receive payment through e-payment (ECS/EFT/Direct credit/RTGS/NEFT/other payment mechanism as approved by RBI)



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**List of Documents to be scanned and uploaded within the period of bid submission:-**

1. Treasury Challan / Demand Draft / Pay Order or Banker's Cheque / Deposit at Call Receipt / Bank Guarantee of any Scheduled Bank against EMD and Tender fees (Non-refundable) in favour of DIG SHQ BSF JSMR(S).
2. An Undertaking that "The Physical EMD shall be deposited by me/us with the SHQ BSF JSMR (South) on or before opening date of technical-cum-commercial bid, otherwise department may reject the tender and also take action to withdraw my/our enlistment."
3. Certificate of work Experience (Copy of Specialized / Experienced firms (who will have to fulfill the experience of satisfactory completion of one work of 80% value of similar nature or Two works of 60% value of similar nature or Three works of 40% value of similar nature during last Five years ending 31 Mar' 2016) or Manufacturer/Authorized Dealer of LED Solar street light operated with Lithium ion phosphate battery)  
or  
Manufactures/Authorised dealer registration of the firm.
4. Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return, if required.
5. Certificate of Financial Turnover from CA.
6. Affidavit as per provisions of clause 1.2.3 of CPWD-6.
7. Under taking by the contractor.
8. Format for submission of EMD.
9. Format for submission of tender fees ( non refundable).
10. Check list for Tenderer.
11. ECS Format.

**Note :-**

- a) A training will be organized on Central public procurement portal for interested bidders on or before four days from the last date of opening of Technical-cum-commercial bid.
- b) All details regarding the subject tender are available on our website [www.bsf.nic.in](http://www.bsf.nic.in) and [https:// www. eprocure.gov.in](https://www.eprocure.gov.in). any charges / modification in the tender enquiry will be intimated through above websites only. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- c) Manual bids will not be accepted.
- d) For submission of E-bids, bidders are required to get themselves registered with eprocure.gov.in website alongwith class III digital signature certificates issued by CCA under IT Act – 2003.
- e) Earnest money and tender fee (non refundable) should reach to Engg branch, SHQ JSMR(S) on or before end date of Technical-cum-commercial bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money alongwith their e – tender.
- f) Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 CPP portal Helpdesk on Toll free No. 18002337315.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

## SCHEDULE-III

### CPWD-6 for e-tendering

The Executive Engineer (E), FTR HQ BSF Mandore Road Jodhpur, Rajasthan invites item rate tenders on behalf of the President of India online e-tender on two bids system for the work mentioned below, From Specialized / Experienced firms (who will have to fulfil the experience of satisfactory completion of one work of 80% value of similar nature or Two works of 60% value of similar nature or Three works of 40% value of similar nature during last seven years ending **31 Mar' 2016**, from Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking) or manufacturer /Authorized dealer **separately for LED Solar street lights with lithium ion phosphate battery**, for the work of **“Providing of solar security light at Indo Pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)”** specification mentioned at tender documents schedule-V, provided he/they meet the eligibility criteria as stipulated in the NIT.

The enlistment/registration of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the enlistment/registration of contractor should be valid on the original date of submission of tenders.

The work is estimated to cost **Rs. 7,00,000/-** This estimate, however, is given merely as a rough guide.

The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tender will correspond to the combined estimate cost of different components put to tender.

Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

Criteria of eligibility for submission of tender documents :-

- a) Specialized / Experienced firms (who will have to fulfil the experience of satisfactory completion of one work of 80% value of similar nature or Two works of 60% value of similar nature or Three works of 40% value of similar nature during last seven years ending **31 Mar' 2016**, from Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking) or manufacturer /Authorized dealer **separately for LED Solar street lights with lithium ion phosphate battery**
- b) **The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.**
- c) **To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-**

**I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in BSF in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)**



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer



2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD-8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Tendered shall quote his rates as per various terms and conditions of the said form which will form part of the agreement..
3. The time allowed for carrying out the work will be 60 Days from the date of start as defined in schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available. **Yes.**
5. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of contract form can be seen from the web Site [www.bsf.nic.in](http://www.bsf.nic.in) and <http://www.eprocure.Gov.in>.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notifies.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
8. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt (drawn in favour of **DIG SHQ BSF JSMR(S)** or Bank Gurantee f any Scheduled Bank shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of **Engineering branch SHQ BSF JSMR(S)**

Interested contractor who wish to participate in the tender has also to make following payments in the form of Demand Draft/Pay order or Banker`s Cheque of any Scheduled Bank and to be scanned and uploaded to the e tendering website within the period of tender submission:

**Cost of Tender Document - Rs. 500/- (Non-Refundable) drawn in favour of **DIG SHQ BSF JSMR(S)****

Treasury Challan or Demand Draft or Pay Order or Banker`s Cheque or Deposit at call receipt or Bank Guarantee against EMD, Cost of Tender Document shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document with name of work and due date of opening of the bid also mentioned thereon.

Copy of Enlistment Order and certificate of work experience and other documents asspecified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender tender submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of **Engineering branch SHQ BSF JSMR(S)** during the period mentioned above. Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**The bid submitted shall be opened at 12:00 PM on 26/05/2016**

9. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/ demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
10. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
11. The competent authority on behalf of the President of India does not bound itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to tender for works in the BSF Circle (Division in case of contractors of Horticulture / Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

officer in the Border Security Force in the Ministry of Home affairs . Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

15. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as afore said before submission of the tender or engagement in the contractor's service.
16. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders, if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
17. This notice inviting Tender shall form a part of the contract document. The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. Form - 8 or other Standard C.P.W.D. Form as mentioned.
18. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of DIG SHQ BSF JSMR(S), then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

## SCHEDULE-IV

CPWD – 8

CPWD

**GOVERNMENT OF INDIA  
Border Security Force  
Item Rate Tender & Contract for Works**

Tender for the work of: - **Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)**

- (i) To be submitted by **11:30** Hours on 26/05/2016 to **Engineering branch SHQ BSF JSMR(S)**.  
(ii) To be opened in presence of tenderers who may be present at **12:00** hours on **26/05/2016** in the office of **Engineering branch SHQ BSF JSMR(S) through e-tendering**.

### TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs.14,000/-** is hereby forwarded in cash/receipt treasury Challan / deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2 and 12.3** of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

**CPWD – 8**

**CPWD**

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to

the notice of Department, then I / we shall be debarred for tendering in BSF in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

**Dated: -**

**Signature of Contractor**

**Witness: -**

**Postal Address: -**

**Address: -**

**Occupation: -**



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

CPWD – 8

CPWD

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the President of India for a sum of

Rs. ....

(Rupees.....  
.....)

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

**For & on behalf of President of India**

**Signature .....**

**Dated:**

**Designation .....**

Executive Engineer  
Ftr HQ BSF Jodhpur



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

CPWD – 8

CPWD

**PROFORMA OF SCHEDULES**

(Separate Performa for Civil, Electrical &amp; Horticultural Works in case of Composite Tenders)

(Operative Schedules to be supplied separately to each intending tenderer)

**SCHEDULE 'A'**

Schedule of quantities (as per PWD-3)

**As per schedule of work & terms & conditions attached.****SCHEDULE 'B'**

Schedule of materials to be issued to the contractor: -

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
		NIL		

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor: -

S. No.	Description	Hire charges per Day	Place of issue
1	2	3	4
		NIL	



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**SCHEDULE 'D'**

Extra schedule for specific requirements/document for the work, if any: -

Special Conditions, Technical Specifications for LED Solar street light having lithium ion phosphate battery, Terms & Conditions Enclosed.

**SCHEDULE 'E'**

Reference to General Conditions of contract: - **General conditions of contract for CPWD works-2014 with amendment issued upto date of submission of tender.**

**Name of Work:** - Providing of solar security light at Indo-Pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

Estimated cost of work : **7,00,000/-**

(i) Earnest Money : **Rs.14,000/-**

(ii) Performance Guarantee : 5% of tendered value

(iii) Security Deposit : 2.5% of tendered value

**SCHEDULE 'F'**

**GENERAL RULES & DIRECTIONS: - As per specification**

Officer inviting tender **Executive Engineer (Elect) Ftr HQ BSF Jodhpur**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with **Clauses 12.2 & 12.3:** - See below.

**Definitions: -**

2(v) Engineer -in- Charge: - **Executive Engineer (Elect) Ftr HQ BSF Jodhpur**

2(viii) Accepting Authority: - **Executive Engineer (Elect) Ftr HQ BSF Jodhpur**

2(x) Percentage on cost of materials and Labour to cover all overheads and profits: **15%**

2(xi) Standard Schedule of Rates: **Market Rates.**

2(xii) Department: - Central Public Works Department.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer



9(ii) Standard CPWD Contract Form **GCC 2014, CPWD Form 8 modified & corrected up to date of submission of tender.**

**Clause 1**

- i) Time allowed for submission of Performance Guarantee  
from the date of issue of letter of acceptance **15 days**
- (ii) Maximum allowable extension beyond the period provided in (i) above **07 days**

**Clause 2**

Authority for fixing compensation under **Clause- 2: - Superintending Engineer (Elect), FHQ BSF, New Delhi.**

**Clause 2A**

Whether Clause 2A shall be applicable:- **No**

**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start: -  
**From next day after the date of issue of letter for commencement of work**

**Mile stone(s) as per table given below :**

S.N	Description of mile stone (physical)	Time allowed in days (from date of start)	Amount to be with held in case of non achievement of mile stone
	<b>Not applicable</b>		

Time allowed for execution of work: - **60 Days.**

Authority to decide:

- i) Extension of time **Executive Engineer (Elect), Ftr HQ BSF Jodhpur**  
(Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones..... **Not Applicable**.....  
(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

**Clause 6, 6A****Clause applicable - (6 or 6A): -****6.****Clause 7**

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

**Not Applicable****Clause 10A****List of testing equipment to be provided by the contractor at site lab: -****Not Applicable****Clause 10B (ii)**Whether **Clause 10 B (ii)** shall be applicable**No****Clause 10C**

Component of labour expressed as percent of value of work

**= --****Clause 10CA**

S.N	Material covered under this clause	Nearest materials (other than cement , reinforcement bars and the structural steel) for which all India wholesale price index to be followed	Base price of all materials covered under clause 10 CA
		Not applicable	

**“Base Price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT”**

**Clause 10 CC:** - to be applicable in contracts with stipulated period of completion exceeding the period shown in next column: - **NA**

Schedule of component of other Materials, Labour, POL etc. for price escalation. Component of civil (except materials covered under **clause 10CA**) /Electrical construction Materials expressed as percentage of total value of work. : - X m (N/A) %

**Component of Labour: -**expressed as percent age of total value of work. : - Y (N/A) %**Component of P.O.L.: -**expressed as percentage of total value of work. : - Z (N/A) %**Clause 11**

Specifications to be followed

for execution of work: -

**As per General Specifications for LED Solar street light having lithium ion phosphatebattery.****Clause 12****12.2. & 12.3**

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work:-  
**15% (Fifteen percent)**



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

12.5 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work:- N.A.

**Clause 16**

Competent Authority for deciding reduced rates: - Superintending Engineer (Elect), FHQ BSF, New Delhi.

**Clause 18**

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

**As per requirement at site and as per direction of Engineer-in-charge.**

**Clause 36 (i)**

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

**Requirement of Technical Representative(s) and recovery Rate: -**

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical Representative)	Minimum Expenditure	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures	Words
1	N/A						
2.							
3.							
4.							
5.							

**Clause 42 :- N/A.**

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION: -**

S. No.	Description	Rates in figures and words at which recovery shall be made from the contractor		
		Excess beyond permissible variation	Less use beyond permissible variation	
1	Cement	Not Applicable	Not Applicable	
2	Steel reinforcement			
3	Structural sections			
4	Bitumen issued free			
5	Bitumen issued at stipulated fixed price			
	Total of Sub Head I			



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

## Schedule-V

### TERMS & CONDITIONS FOR SOLAR LED STREET LIGHTING HAVING LITHIUM ION BATTERY SYSTEM

#### I. DEFINITION

Solar Mono Crystalline photovoltaic **separately for LED Solar street lights with lithium ion phosphate battery** and control electronics circuit, inter-connecting wireless / cables, module mounting hardware, Operation, instruction and maintenance manual.

#### II. DUTY CYCLE

The system should be designed to automatically switch ON at dusk, operate throughout the night and automatically switch OFF at the dawn.

#### III. MINIMUM REQUIRED FOR LED LAMP ARE AS UNDER:-

- i) The 12 Volt 40 watt, Min 4400 lm, LED lamp will be of light emitting diode type, threaded type, with a rating of 40 W having inbuilt body sensor + light control (MPPT system).
- ii) The light output from the LED lamp should be around 120 lumens/watt. Also please see specification at Appendix-'B'.
- iii) The LED lamp should be housed in a weather proof assembly, with a reflector on its back. While fixing the assembly, the LED lamp should be held in a base up configuration.

#### IV. BATTERY

- i) **Lithium Ion Phosphate.**
- ii) The battery will have a nominal rating of 12.8 v, 75 Ah, (at c / 10) discharge rate having efficiency of not less than 99%.
- iii) 95 % of the rated capacity of the battery should be between fully charged & load cut off conditions.

#### V. PV MODULE (S)

- i) The PV module (s) shall contain mono crystalline silicon solar cells.
- ii) The power output of the module (s) should be a minimum of 150 WP. Either two Modules of minimum 75 WP output each or one module of 150 WP output should be Used.
- iii) The operating voltage corresponding to the power output mentioned above should be 12 v.
- iv) The open circuit voltage of the PV modules should be at least 12 Volts.
- v) The terminal box on the module should have a provision for opening for replacing the Cable, if required.
- vi) A strip containing the following details should be laminated inside the module so as to be clearly visible from the front side:-  
Name of the manufacturer or distinctive Logo :-  
Model or type No. :-



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

Serial No. :-  
 Year of make :-

**VI. MECHANICAL HARDWARE**

I. A metallic frame structure (with corrosion resistance paint) to be fixed on the roof to hold the SPV module (s). the frame structure should have provision to adjust its angel of inclination to the horizontal between 0 and 45, so that the module (s) can be oriented at the specified tilt angle.

**VII. FORMAT FOR WARRANTY CARD TO BE SUPPLIED WITH EACH SOLAR LED LIGHTING SYSTEM**

1. **Name & Address of the Manufacturer/ Supplier of the system.** :-

2. **Name & Address of the Purchasing Agencies.** :-

3. **Date of supply of the system.** :-

**4. Details of PV Modules (s) supplied in the system**

Make (Name of the manufacturer) :-  
 Model :-  
 Serial No (s) :-  
 Wattage of the PV Module (s) :-  
 Warranty valid up to :-

**5. Details of Battery**

Make (Name of the manufacturer) :-  
 Model :-  
 Batch/ Serial No (s) :-  
 Rated V & AH capacity at C / 20/ C/ 10 rates at 20 C :-  
 Warranty valid up to :-

**6. Details of Electronic & other items**

Make (Name of the manufacturer) :-  
 Model :-  
 Serial No (s) :-  
 Warranty valid up to :-

7. **Designation & Address of the person to be Contacted for claiming warranty obligations.** :-

**(Signature)**

**Name of Contractor &  
 Name of firm with seal**



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

## Schedule –VI

### DETAILED SPECIFICATION FOR LED SOLAR STREET LIGHTING HAVING LITHIUM ION PHOSPHATE BATTERY SYSTEM

#### 1. LED LAMPS

(i) Operating Voltage	: 12 Volt
(ii) Power consumption	: 40 W
(iii) LED Lamp Efficiency	:min 90 %
(iv) Illumination (E)	: 4400 lm
(vi) Working Temperature	: -20 to 60 degree Centigrade
(vii) Working life	: Min 50000 Hrs
(viii) Light body & lamp shade	Aluminium alloy + Tempered glass and PC having inbuilt body sensor + light control (MPPT system)
(ix) IP Rating	: IP 65
(x) Makes	: Philips/CG/Bajaj/ other MNRE Approved make

#### 2. PHOTOVOLTAIC MODULE

i) Module Rating	: ICE61215EN, 150wP
ii) Module Type	: Mono Crystalline
(iii) Cell Efficiency	: Min 15% to 18%
(iv) Encapsulation	: Mono Crystalline solar panel
(v) Counter Sunk	: N/A
(v) Module Manufacturing line	: Automatic / semi- Automatic
(vi) Makes	: Wari/Luminious /Axxon and other approved make by MNRE.

#### 3. CHARGE CONTROLLER

(i) System Voltage	: 12 volt
(ii) Charge Controller	: 10 Amp to 20 Amps
(iii) Makes	: Wari/luminious/ Tapan/Axxon and other approved make by MNRE.

#### 4. BATTERY

(i) Nominal Voltage	: 12.8 Volt.
(ii) Nominal Capacity	: 75 Ah
(iii) Battery Bank	: 900 wh
(iv) Battery Type	: Separately Lithium ion phosphate
(v) Make	: Axxon/ Evolute/ Prime



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**5. POLE**

- (i) Height : 6 mtrs.
- (ii) Thickness : 3 mm
- (iii) Diameter : 65 mm
- (iv) Size of foundation : 220mmX220mmX1000mm
- (iv) Material : GI
- (v) Make : Tata/Jindal

**6. Pole foundation**

- (i) C.C. foundation in M-20 grade (1:1.5:3) with base plate of Size 20 mm X 220mm X 12mm.
- (ii) Foundation bolt of size 20mm dia and bolt length 700mm long Anchor bolt.



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

## Schedule –VII

# Commercial and Additional Conditions

**Name of Work:- Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)**

### 1.0 General

1.1 This specification covers manufacture, testing as may be necessary before despatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of Lifts & Escalators.

### 1.2 Location

The Solar LED street light with Lithium Ion Phosphate battery will be installed at Indo-Pak border in stretch at BOP Khara in shifting sand dunes area.

1.3 The work shall be executed as per CPWD General Specification for Electrical Works (Part I Internal & External) as per relevant IS, Manufacturer and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations, specifications given in this Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions as the same are to be read along with schedule of quantities for the work.

1.4 The tenderer should in this own interest visit the site and familiarise himself with the site conditions before tendering.

1.5 No T&P shall be issued by the Department and nothing extra shall be paid on account of this.

### 2.0 Commercial Conditions

#### 2.1 Type of contract

The work to be awarded by this tender shall be treated as indivisible works contract.

#### 2.2 Submission and opening of Tenders:

##### 2.2.1 The tender is in two parts:

- (a) Part I - Technical-cum-commercial Bid
- (b) Part II – Price Bid

2.2.2 Price bid shall be opened of those tenderer whose Technical-cum-commercial bid will be approved by the competent authority. The date of sale, receipt and opening of the sealed technical -cum-commercial bids.

(i) Complete technical particulars of all equipment & materials as per list attached.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer



- 2.2.3 The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.
- 2.2.4 The technical-cum-commercial bid only shall be opened first by the board of officer detailed by **DIG SHQ BSF Jaisalmer (S) or IG BSF Jodhpur** on the due date and time, as specified in form CPWD-6 in the presence of tenderers or their authorised representatives who wish to remain present.
- 2.2.5 Scrutiny/ evaluation of the Technical-cum-commercial bid shall be submitted to FTR HQ BSF Jodhpur for acceptance by **Executive Engineer (Electrical) FTR HQ BSF Jodhpur** in consultation with any agency as deemed necessary. In case it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications, requirements and/or contains many deviations, the **Executive Engineer (Electrical) FTR HQ BSF Jodhpur** has empowered to reserves the right to reject the technical-cum-commercial bid of such firms (s) without making any reference to the tenderer (s) after approval of IG BSF Jodhpur.
- 2.2.6 Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer (s) of the department as and when so desired. In case in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
- 2.2.7 After obtaining clarifications from all the tenderers, the department may modify the technical & commercial conditions/ specifications if required, and will intimate the tenderers who are technical cum commercial bids are acceptable. The part-II of the tender i.e. price bid will be opened only these firms. The date and time of opening of price-bid will be intimated in advance.
- 2.2.8 The part II of the tender i.e. price bid will be opened by the Board of officers detailed by the DIG SHQ BSF JSMR-S or IG BSF Jodhpur in the presence of the representatives of the tenderers who wish to be present.
- 2.2.9 The contractor shall be required to submit the price bid in a sealed envelope containing two separate sealed envelope as under:  
 (i) First envelope: Technical and commercial bid.  
 (ii) Second envelope: Price Bid (Part II of tender). The name of work and the words "Price Bid" should be written on top of the sealed cover. It shall contain:-  
 "Price bid (Part II of tender) as submitted by the tenderer duly filled & signed."
- 2.2.10 The tenderers will have to fill up their rates only in the price bid (part II of tender). The abstract of cost will be required to be filled in.
- 2.2.11 The Board of officer will opening the tender shall first open the envelope containing Technical-cum-Commercial bid, price bid shall be opened after finalising the Technical-cum-Commercial bid and the rates can be revised by the tenderer if they feel so. The date of price bid opening shall be intimated on website or approved tenderer in writing.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

2.2.12 In the price bid, there shall be no conditions whatsoever. In case any tenderer mentions any condition including conditional rebates in their price part, tender shall be rejected forthwith.

2.2.13 A tenderer will also not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the department.

2.2.14 **The Executive Engineer (Electrical) FTR HQ BSF Jodhpur** has reserves the right Accept or reject any or all the price bids and call of fresh prices/ tenders as the case may be without assigning any reason after taking consent **by the IG BSF Jodhpur**.

### 3.0 Terms of Payment

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

3.1 30% completion of installation in all respect of work, first running bill is prepared for making payment to the firm & handing over to the department for beneficial use.

3.2 Next 30% completion of installation in all respect of work first running bill is prepared for making payment to the firm & handing over to the department for beneficial use..

3.3 Balance 40% will be paid after completion of installation in all respect of work & handing over to the department for beneficial use.

3.4 Security Deposit : Security Deposit shall be deducted form each running bill and the final bill to the extent of 10% of the gross amount payable subject to maximum limit of 2.5% of the tendered value of work.

The earnest money deposit shall be adjusted against this security deposit. The security deposit shall be releases on the expiry of guarantee period stipulated in the contract.

### 4.0 Rates:

4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional storage, risks, over head charges general liabilities/ obligations and clearance form local authorities. However, the fee for these inspections shall be borne by the department.

4.2 The contractor has to carry out routine & preventive maintenance for 12 months from the date of handing over. Nothing extra shall be paid.

4.3 Octroi duty shall not be paid separately but octroi exemption certificate can be furnished by the department on demand. However, the department is not liable to reimburse the octroi duty in case exemption certificates are not honoured by the concerned authorities.

### 5.0 Completeness of tender :



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespectively of the fact whether such items are specifically mentioned in the tender documents or not.

- 6.0 For item/ equipment requiring initial inspection at manufacturer's works' the contractor will intimate the date of testing of equipment's at the manufacturer's works before despatch. The department also reserves the right to inspect the fabricating job at factory and the successful tenderer has to also reserve the right to inspect the fabrications job at factory and the successful tenderer has to make the arrangement for the same. The successful tenderer shall give a sufficient advance notice regarding the dates proposed for such tests/ inspection to the department's representative(s) to facilities his presence during testing/ fabrication. The Engineer-in-charge at his discretion may witness such testing/ fabrication. The cost of the Engineer's visit to the factory will be borne by the department. Also equipment may be inspected at Manufacturer's premises, before despatch to the site by the contractor.
- 7.0 **Storage and custody of materials:**  
The agency has to make his own arrangement. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.
- 8.0 **Care of Land and Building:**  
Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the Land and building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall be also remove at his cost all Unwanted and waste materials arising out of the installation from the site of work.
- 9.0 **Completion of period**  
The completion period of 2 months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.
- 10.0 **Performance Guarantee:**
- 10.1 The tender shall guarantee among other things, the following  
(a) Quality, strength and performance of the materials used.  
(b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.  
(c) satisfactory maintenance/replacement during the maintenance period.
- 10.2 The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of government securities or fixed deposit receipts or guarantee bonds of any scheduled band or the State Bank of India in specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 365 days beyond. This bank guarantee kept valid till the recording of completion certificate for the work by the competent authority.



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

**11.0 Guarantee/Warranty**

All equipment's shall be guaranteed/warranty separately for LED Solar street lights with lithium ion phosphate battery for 60 month guarantee and 60 month warrantee from the date of taking over the installation by the department against unsatisfactory performance and/or break down due to defective design, workmanship of material. The equipment's of components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final.

**12.0 Power Supply**

Electric service connection of 415 V, 3 phases, 4 wires, 50 Hz, Ac supply shall be provided by the Deptt. for installation purpose free of charge.

**13.0 Water Supply**

Water supply shall be made available by the department at one point,.

**14.0 Data Manual and Drawings to be furnished by the tenderers:**

**14.1 With Tender:** The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

**14.2 After Award of work**

- (i) The successful tenderer would be required to submit the following drawings within a month of award of work for approval before commencement of installation.
- (a) All general arrangement drawings.
  - (b) Details of foundations for the equipment, load data, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work.
  - (c) Complete layout dimensions for every unit/ group of units with dimensions required for erection purposes.
  - (d) Any other drawing/ information not specifically mentioned above but deemed to be necessary for the job by the contractor.

**15.0** The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipment's regarding installation, adjustments operation and maintenance i/c preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

**16.0 Extent of work**

**16.1** The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department. The term complete installation



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

shall not only mean major items of the work and equipment's covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connecting with this contract.

- 16.2 Minor building works necessary for installation of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required.
- 16.3 Maintenance (Routine & preventive for one year from date of completion and handing over.
- 16.4 The work is turn key project. Any item required for completion of the project but left in schedule shall be executed with-in the quoted rates.
- 17.0 Inspection and testing:
- 17.1 Copies of all documents of routine and type of test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.
- 17.2 After completion of the work in all respect of the contractor shall offer the installation for testing and operation.
- 18.0 Validity  
Tenders shall be valid for acceptance for a period of 90 days from the date of opening of price bid.
- 19.0 Compliance with Regulations and Indian standards
- 19.1 All works shall be carried out in accordance with relevant regulating, both statutory and those specified by the Indian Standards related to the works covered by this specifications. In particular, the equipment and installation will comply with the following:
- (i) Factories Act.
  - (ii) Indian Electricity Rules
  - (iii) I.S & BS Standards as applicable
  - (iv) Workmen's compensation Act
  - (v) Statutory norms prescribed by local bodies etc.
- 19.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- 19.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 5000/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at cost of tenderer and recover the cost thereof from him.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**20.0 Indemnity**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

**21.0 Erection Tools**

No tools and tackles either for unloading or for shifting the equipments for erection purpose would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

**22.0 Cooperation with other agencies**

The successful tender shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

**23.0 Mobilization Advance**

No mobilization advance shall be paid for this work.

**24.0 Insurance and Storage**

All consignments are to be duly insured upto the destination from warehouse to warehouse at the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

**25.0 Verification of correctness of Equipment at Destination**

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

**26.0 Painting**

This shall include cost of painting of entire exposed iron work complete in the installation. All equipments works shall be painted at the works before despatch to the site.

**27.0 Training**

The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

**28.0 Maintenance**

Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**28.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.**

**28.2 The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturers recommendation shall be carried out and the record of the same shall have to be maintained.**

**29.0 Interpreting Specifications**

**In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions :**

- (a) Schedule of quantities**
- (b) Technical specifications**
- (c) Drawing (if any)**
- (d) General Specifications**
- (e) Relevant IS or other international code in case IS code is not available.**



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

## Schedule –VIII

# GENERAL TERMS AND CONDITIONS

**Name of Work:- Providing of solar security light at Indo-Pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)**

The work shall be carried out in accordance with CPWD/Manufacturer specification and as per direction of Engineering In charge. All installation shall comply with the requirement of Indian Electricity Rules -1956 as amended up to date and as per instruction of Engineer-in-charge.

2. All the materials to be used on the work by the contractor shall be got approved from the Engineer-in-charge or his authorized representative before use on the work. The rejected materials shall have to be replaced by the contractor at his own cost and the same should to be removed from the site immediately.
3. Bad workmanship is liable to be rejected in total.
4. Only ISI marked steel conduits, wires, cables, switches, socket outlets, ceiling roses, lamp holders shall be used the these shall be got approved from the Engineer-in charge before use at work.
5. The contractor is advised to visit the site before quoting this tender to apprise himself about the site environments and other conditions.
6. The contractor is bound to sign the site order book as and when required by the Engineer-in-charge and shall carry out the instructions recorded therein.
7. Any damage done to the building while executing the electric work should be makes good the satisfaction of the department. The chases, holds etc. cut in the walls and roofs should be filled within two days. All malba should be removed on the same day use gunny bag/mats for collection of malba. In case of failure to do so it will be got done by the Engineer-in-charge or his authorized representative at contractor's risk and cost.
8. All the hidden works shall be carried out in the presence of Engineer-in-charge or his authorized representative.
9. The contractor shall make his own arrangements for storing the materials and watch & ward at his own cost, even for the installation till the completion of the work and handing over of the work after complete installations.
10. The contractor shall make his own arrangement for all general and electrical tools and plants required for the work at his own cost.
11. Issue of materials to the contractor wherever stipulated will be regulated to the need from time to time depending upon the progress of the work. These materials shall be issued to him at **BSF store JSMR(S)** and all transit to the site of the work, their safe custody till the completed work is handed over, shall be the responsibility of the contractor without any extra cost. Any damage transit/storage shall be on contractor's account.
12. The rates quoted by firm/contractor shall be inclusive of all taxes such as VAT, CST, Excise duty etc. and nothing extra shall be paid on this account. The quoted rates shall be firmed.
13. The work will be executed in a manner so that no inconvenience will be the occupants. No claim for idle labour shall be entertained under this agreement.
14. The earth connection to main switches/boards etc. shall be done with lugs/thimbles properly soldered or with crimping tool within the tendered rates and nothing extra shall be paid on this account.
15. If the material to be used is not covered by any one of the above specification, it should be got approved from the Engineer-in-charge before use at work.
16. Laying of the conduits, position of switches, fittings and cable routes etc. should be got approved



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer



- by the Engineer-in charge or his authorized representative. It will be in the interest of the contractor to mark the above layout at site and get it approved before actual execution of the work otherwise it will have to get it redone which no extra payment will be made.
17. Persons execution electrical work should have valid electrical licence as required under I.E.Act.
  18. All inter-connections in the switch-boards shall be carried out with suitable cables commensurate with the current carrying capacity.
  19. All the MCB,s & isolators (DP's & FP's) etc. shall be of the same make as of the make of MCB DB, irrespective of description of time.
  20. All I.C. switches and DBs where-ever required will be numbered and marked with paint and nothing will be paid extra on this account.
  21. If any condition's is put by the contractor, which is not as per CPWD specification/terms and conditions of NIT, his tender is liable to be rejected.
  22. All screws/nuts bolts should be galvanized/cadmium plated shall be use at site.
  23. Contractor will have to abide by the instructions contained in CPWD manual volume-II (up to date) applicable to him.
  24. If any accident occurs during the execution of work the firm/contractor will be responsible for all and no compensation will be paid by the department.



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

### Schedule –IX

INTEGRITY PACT	BSF
----------------	-----

To,  
 .....  
 .....  
 .....

Sub: NIT No. **02/EE(E)/BSF/JSMR-S/2015-16** for the work : Providing of solar security light at Indo-Pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF under SHQ BSF Jaisalmer (south)

Dear Sir,

It is here by declared that BSF is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily1w rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the BSF

Yours faithfully

Executive Engineer (E)  
 FTR HQ BSF JODHPUR



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

## INTEGRITY PACT

BSF

To,

**The Executive Engineer (E),  
Ftr HQ BSF Mandore Road,  
Jodhpur, Rajasthan**

Sub: Submission of Tender for the work of "Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

Dear Sir,

I/We acknowledge that BSF is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by BSF. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, BSF shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

<b>INTEGRITY PACT</b>	<b>BSF</b>
-----------------------	------------

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of BSF.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of .....20.....

**BETWEEN**

President of India represented through **Executive Engineer (E), FTR HQ BSF Mandore Road Jodhpur** (Name of Division)(Hereinafter referred as the

(Address of Division)

‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the  
(Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for

.....  
(Name of work)

hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

INTEGRITY PACT	BSF
----------------	-----

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

<b>INTEGRITY PACT</b>	<b>BSF</b>
-----------------------	------------

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

INTEGRITY PACT	BSF
----------------	-----

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner’s absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

**2) Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

INTEGRITY PACT	BSF
----------------	-----

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.



Addition : \_\_\_\_\_

Deletion : \_\_\_\_\_

Correction : \_\_\_\_\_

Overwriting : \_\_\_\_\_

Signature of tenderer

Date with stamp

Name of tenderer



<b>INTEGRITY PACT</b>	<b>BSF</b>
-----------------------	------------

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

**Article 7- Other Provisions**

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

INTEGRITY PACT	BSF
----------------	-----

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1. ....  
(signature, name and address)

2. ....  
(signature, name and address)

Place:

Dated



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

**APPENDIX-1****SCHEDULE OF COST**

Name of work - Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF under SHQ BSF JSMR (South)

S/N	Description of items	Unit	Qty	Rate	Amount
1	Supplying/ Installation, testing and commissioning of following 40 watt 12 volt, DC with 4400 lumene system out put with LED driver should have > 90 % efficiency pressure die cast aluminium housing heat resistant toughed glass with frame IP 65 protection LED solar street light , ( lumen output should not be more than 40 watt and lumen and power consumption should not be more than 40 watt and minimum 20 lux on ground from 6 mtr height ) 150 WP high efficiency mono crystalline modules solar panels certified ICE 61215 and separately 12.8 Volt 75 AH for lithium ion phosphate (LiFePo4) the battery shall not be discharge beyond 95% the capacity of charge controller shall be with 90% efficiency and the charge controller shall provided all safety protection and temperature compensated charging of the battery , alongwith supplying and erection of GI pole of 6 mtr length and dia 65 mm thickness 3 mm welded base plate of size 220 mm X 220 mm X 12 mm in the bottom of the pole and pole mounted on the 04 Nos foundation bolt of size 20 mm dia and bolt length 700 mm long anchor bolts , The complete work shall be supervised and certified by the manufacturers for satisfactory supply, erection, testing and commissioning.				
	Detailed specifications				
	1. LED LAMPS ( LED make Philips/CG/Bajaj/other MNRE approved)				
	(i) Operating Voltage : 12 Volt				
	(ii) Power consumption : 40 W				
	(iii) LED Lamp Efficiency : >90 % (LED efficiency 120 Lumen/watt)				
	(iv) Illumination (E) : 4400 lm (LED efficiency 95LM/watt)				
	(vi) Working Temperature : -20 to 60 degree Centigrade				
	(viii) Light body & lamp shade : Aluminum alloy + Tempered glass				
	2. PHOTOVOLTAIC MODULE				
	(i) Module Rating : ICE61215 EN 61730 1 &2 150WP 12 V				
	Module Type : mono Crystalline				
	(ii) Cell Efficiency : Min 15% to 18%				
	(iii) Encapsulation : mono crystalline solar panel				
	(v) Module Manufacturing line : Automatic / semi- Automatic				
	(vii) Makes : wari/Luminus/axxon/and other MNRE approved make.				
	3. CHARGE CONTROLLER (make war/Luminus/Tapan/axxon)				
	(i) System Voltage : 12.8 volt				
	(ii) Charge Controller : 10 Amps to 20 amps				
	4. BATTERY ( Evolute/prime/axxon				
	(i) Nominal Voltage : 12.8 Volt.				
	(ii) Nominal Capacity : 75 AH lithium ion phosphate (LiFePo4) life cycle 1500 2000 LVD 9.2 V, HVD 15.6 volt weight 12 kg cell balancing function, short circuit over load protections with in built PCB, compliant to BIS				
	5. POLE				
	(i) Height : 6 mtrs				
	(ii) Thickness : 3 mm 65 mm dia GI pipe medium class make tata/ Jindal				
	6. POLE FOUNDATION				
	(i) base Plate of size 220 mm X 220 mm X 12mm				
	(ii) Foundation Bolt of 20 mm dia and reg bolt length 700 mm				
	(iii) Long anchor bolt CC Foundation M-20 grade (1:1.5:3)				
	7. BATTERY BOX				
	(i)Make : As per approved specifications by the Engineering In-charge				
	(ii) Thickness In case of MS Sheet :0.70 mm				
	(iii) Thickness In case of injection : 2.25 mm				
	LED Solar Street light with lithium ion phasphate battery system	Each	10		



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

**APPENDIX -2****Under taking by the contractor**

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

From :

\_\_\_\_\_

\_\_\_\_\_

Name of Work :- Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

**TENDER NO.**

Dear Sir,

I/We hereby offer to items 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 have understood all the tender condition in the Tender Enquiry and will comply with them.

4. All the schedules & appendices 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)

DATED \_\_\_\_\_

ADDRESS

SIGNATURE OF WITNESS

ADDRESS \_\_\_\_\_

DATED \_\_\_\_\_



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer

**APPENDIX-3****EXPERIENCE / PAST PERFORMANCE STATEMENT**

Name of Firm \_\_\_\_\_

Details of works executed/completed in last 07 years:-

S No	Order Placed by whom with Order No. & Date	Details of work	Qty	Value	Time of completion	Period for completion of work	Quality executed		Remarks (To include Reasons for Delay/ Cancellation/ Complaints etc.
							In original Time of completion	In extended Period	
1									
2									
3									
4									

**NB :Proforma given below be properly filled with correct details, else all supporting documents are liable to be treated as invalid and Bids may become liable for rejection.**



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**APPENDIX-4****FORMAT FOR SUBMISSION OF TENDER FEES ( NON REFUNDABLE )**

To,

The DIG  
SHQ BSF Jaisalmer (S)  
Rajasthan

Sub:- Submission of Tender fees ( non refundable)

Name of Work :- "Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

I/ were by enclosed Draft/ Banker check No.....Dated ..... for Rs.....of

netionalized of Bank.....against that tender fees of the work.....

.....

NIT No. .... due to be Opened on .....at .....Hrs.

Signature of Contractor

Date with stamp

Name of tenderer



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer

Date with stamp

Name of tenderer

**APPENDIX-5**

**FORMAT FOR SUBMISSION OF EMD**

To,

The DIG  
SHQ BSF Jaisalmer (S)  
Rajasthan

Sub:- Submission of Tender fees ( non refundable)

Name of Work :- "Providing of solar security light at Indo-Pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

I/ were by enclosed Draft/ Banker check No.....Dated ..... for Rs.....of  
nationalized of Bank.....against the EMD of the work.....

.....

NIT No. .... due to be Opened on .....at .....Hrs.

Signature of Contractor  
Date with stamp  
Name of tenderer



Addition : \_\_\_\_\_  
Deletion : \_\_\_\_\_  
Correction : \_\_\_\_\_  
Overwriting : \_\_\_\_\_

Signature of tenderer  
Date with stamp  
Name of tenderer



## GUARANTEE/WARRANTY OF PRODUCT

Name of Work :- Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

Except as otherwise provided in the invitation to the tender the contractor hereby declares that Separately for LED Solar street light with lithium ion phosphate battery and executed in the BSF under this contract shall of the best quality and workmanship and in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor hereby guarantees that the would continue to conform to the description and quality aforesaid **for (a) LED Solar street lights with lithium ion phosphate battery for 60 month replacement guarantee** from the date of installation/commissioning to the BSF and not with standing the fact that the purchaser (Inspector) may have inspected and/ or approved the said items, if during the aforesaid period of warranty the said be discovered not to confirm to the description and quite aforesaid or not giving satisfactory performance or have deteriorated the decision of the BSF in that behalf shall final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the items or such portion thereof as is found to be defective by the BSF within a reasonable period or such specified period as may be allowed by the BSF 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 items rectified from the date of rectification thereof. In case failure of the contractor to rectify or replace the items etc. within specified Time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective items.

The items against an order shall bear warranty of the contractor against defective Material/ workmanship and performance for a period of one year from the date of completion of the work. If during the period the items are found by consignee to be so defective, the same shall be replaced immediately with serviceable stores, without any charges or cost.

In case, Manufacturer's Standard Guarantee / Warrantee separately **for LED Solar Street lights with lithium ion phosphate battery for 60 month replacement guarantee** is for more than **60 month**, then it will be applicable to BSF also. Warranty period will start from the date completion in full and final quantity in satisfactory condition after due inspection and / or on successful installation and commission as Guarantee / Warrantee will be applicable comprehensive i.e. including all spares parts/fault rectifications and will be implemented as under:-

- (a) After intimation to firm, maximum time for repair/replacement the Equipment/ Item/ Store will be 02 weeks.
  - (b) Penalty for non repair /replacement beyond the repair time i.e.02 weeks will be @ of 0.5% of the cost of Equipment/Item/Store per week.
- © Bidder must submit test report from the concern manufacturer of all items before installation.



Addition : \_\_\_\_\_  
 Deletion : \_\_\_\_\_  
 Correction : \_\_\_\_\_  
 Overwriting : \_\_\_\_\_

Signature of tenderer  
 Date with stamp  
 Name of tenderer

**CHECK LIST FOR TENDERERS**

Name of Work :- "Providing of solar security light at indo pak border in stretch at BOP khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

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

<b>S.No.</b>	<b>Requirement to be checked before submission of the Tender</b>
1.	Original cost of DD of T ender has been enclosed with Tender document. if downloaded from website.
2	Original DD of Earnest Money Deposit (EMD) has been enclosed.
3	Copies of valid registration certificate enclosed.
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-cum-commercial Bid & 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 has been accepted and mentioned in Tender
10	Payment Terms as per Tender have been accepted and mentioned in Tender.
11	Performance statement as required in Tender, in the laid down format, has been enclosed.
12	Warranty terms as per Tender accepted.
13	Integrity pact duly filled & signed.



Addition : \_\_\_\_\_

Deletion : \_\_\_\_\_

Signature of tenderer

Correction : \_\_\_\_\_

Date with stamp

Overwriting : \_\_\_\_\_

Name of tenderer

**CUSTOMER’S OPTION TO RECEIVE PAYMENTS THROUGH E –PAYMENT (ECS/EFT/  
DIRECT CREDIT/RTGS/NEFT/OTHER PAYMENT MECHANISM AS APPROVED BY RBI)**

Name of Work :- “Providing of solar security light at Indo- Pak border in stretch at BOP Khara in shifting sand dunes area of 194 BN BSF UNDER SHQ BSF Jaisalmer (south)

**Credit Clearing Mechanism**

- 1. Customer’s name : .....
- 2. Particulars of Bank Account : .....

  - a. Bank Name : .....
  - b. Branch name : .....
  - c. Address : .....
  - d. Telephone numbers : .....
  - e. IFS code : .....
  - f. 9 digit code number of Bank and Branch: .....  
appearing on MICR cheque issued by Bank
  - g. Account Type : .....  
(SB Account/Current Account or Cash)
  - h. Ledger number : .....
  - i. Ledger Folio number : .....
  - j. Account number as appearing : .....  
on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect :

“I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.”

Date :

(.....)

Signature of Customer

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

Bank’s Stamp (.....) cancellation

Date :-

Signature of the Authorized Official from the Bank



Addition : \_\_\_\_\_

Deletion : \_\_\_\_\_

Signature of tenderer

Correction : \_\_\_\_\_

Date with stamp

Overwriting : \_\_\_\_\_

Name of tenderer



Addition : \_\_\_\_\_

Deletion : \_\_\_\_\_

Signature of tenderer

Correction : \_\_\_\_\_

Date with stamp

Overwriting : \_\_\_\_\_

Name of tenderer