

DIRECTORATE GENERAL,
INDO-TIBETAN BORDER POLICE,
(PROCUREMENT CELL)
GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS,
BLOCK NO. 2, CGO COMPLEX
LODHI ROAD, NEW DELHI – 110003

TENDER ENQUIRY NO. IV-17013/110/2010/14.9.10/PC-2

To

Dear Sir,

On behalf of the President of India, I invite you to tender for the supply of stores detailed in the schedule.

2. The conditions of the contract which will govern any contract made are contained in pamphlet No.DGS&D-68 entitled “conditions of contract governing contracts, placed by the Central Purchase Organization of the Government of India as amended up to 31.12.91 and those contained in pamphlet No.DGS&D-229 containing the various instructions to tenderers quoting against the tender enquiry issued by the DGS&D read with the amendments enclosed with this tender enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.

3. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned offices :-

- a) The Manager of Publications, Civil Lines, Delhi.
- b) The Superintendent, Government Printing & stationery, UP, Allahabad.
- c) The Superintendent, Government Printing & Stationery, Mumbai.
- d) The Superintendent, Government Press Chennai.
- e) The Superintendent, Government Printing & stationery, Nagpur.
- f) The Superintendent , Government Printing, Gulzarabad, Patna (Bihar)
- g) DGS & D, New Delhi and its Regional Offices Mumbai, Chennai, Calcutta and Kanpur.
- h) Government of India Book Depot, 8 Hastings Street, Calcutta.

4. Specification as per schedule to Tender Enquiry.

5. If you are in a position to quote for supply accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and returned to this office. You must also furnish with your tender all information called for as indicted in pamphlet No.DGS&D-229 mentioned in para-1 above. An attached list of questionnaire which should also be answered and returned with the tender, failing which your tender will be liable to be ignored, and not considered.

Signature of Tenderer

Contd. Page-2/-

6. With reference to the CVC(CTEs Organization) Govt. of India office order No.41/06/2004 dated 8-6-2004, following officers are hereby designated to receive the tender bid documents in cases where tenders are bulky and are required to be received by hand. Names of these designated officers are also being displayed at main reception Dte.Genl., ITB Police for the convenience of tenderers:-

Main:- Sh. Prasant Yadav, DC(Admn)- Room No., 214, Dte.Genl.ITB Police, Block No.2, C.G.O. Complex, Lodhi Road, New Delhi, Phone No. 24362844/ 24362890/ 24360773/ 24362837 Extn. 228

Reserve:- Sh. Rattan Singh, AC(Education), Room No.16, Dte.Genl., ITBP, CGO Complex, Phone No. 24362844/ 24362890/ 24360773/24362837 Extn. 206.

7. Your tender should be submitted in duplicate. This tender is not transferable.

Note:- For more details visit itbp website: www.itbp.gov.in

Yours faithfully,

(Jaspal Singh)
Dy. Inspector General (Proc.)
For and on behalf of the President of India

Copy to:-

1. The DIG (Prov), Dte.Genl. ITB Police, CGO Complex, Lodhi Road, New Delhi with reference to your Indent No.12011/20(17)/2009/Prov.(A&A)-991 dated 25.3.2010. Please find enclosed a copy of the tender enquiry No.IV-17013/110/2010/14.9.10/PC-2 issued by this office. **Any discrepancy in description/specification etc. may be brought out immediately.**

2. Commandant, SS Bn ITB Police, Saboli Camp, PO: Nathupura, Sonapat (Haryana).

(Jaspal Singh)
Dy. Inspector General (Proc.)
For and on behalf of the President of India

Signature of Tenderer

Schedule to Tender

No. IV-17013/110/2010/14.9.10/PC-2
Directorate General, Indo-Tibetan Border Police,
(PROCUREMENT CELL)
Government of India
Ministry of Home Affairs
Block No. 2, CGO Complex
Lodhi Road, New Delhi – 110003

Price per Tender Set:- Rs.100/-(Rupees one hundred only)

Earnest Money required:- Rs.28,000/-(Rupees twenty eight thousand only)

(Tenderers are advised to go through the Earnest Money clause attached with this T/E carefully before filling the Tenders)

TENDER SET IS NOT TRANSFERABLE.

TIME AND DATE OF RECEIPT OF TENDER AT: 1430 Hrs on 14.9.2010

TIME AND DATE OF OPENING OF TENDER AT: 1530 Hrs on 14.9.2010 *

THE TENDER SHALL REMAIN OPEN FOR ACCEPTANCE TILL: 180 days from the date of opening.

Stores required:-

Item	Description of stores	Qty.	EMD	F.O.R. destination
1	Bomb Blanket	5 Nos.	Rs.28,000/-	Stores to be delivered to the consignees at SS Bn ITB Police, Saboli, PO:Nathupura, Distt: Sonapat (Haryana)- by road at own risk and cost of the firm on freight pre-paid basis.

ORs/Specifications:- As per appendices – ‘A’

*In case the date of opening is declared as closed holiday for govt. offices then tenders will be opened on following working day at the same time.

Signature of tenderer

Contd. Page – 2/-.....

NOTE:- ALL TENDER DOCUMENTS ATTACHED WITH THIS INVITATION TO TENDER ARE SACROSANCT FOR CONSIDERING ANY OFFER AS COMPLETE OFFER. IT IS THEREFORE, IMPORTANT THAT ALL TENDER DOCUMENTS DULY COMPLETED AND SIGNED ON EACH PAGE ARE RETURNED WITH YOUR OFFER.

2. **THE TENDER MUST BE SUBMITTED IN DUPLICATE ALONGWITH ITS TECHNICAL SPECIFICATION LEAFLETS, BROCHURES, IF ANY.**
3. Incomplete offers, offers not conforming fully to T/E requirements or with vague replies or without Earnest Money, if applicable, will not be considered.
4. Firms must clearly indicate in their offer the different Taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague offers like “DUTIES AS APPLICABLE” shall not be considered.
5. Firms claiming exemption from depositing Earnest Money must enclose copy of their Registration Certificate along with all its amendments for registration with DGS&D/ NSIC for subject store. Offers received without a copy of Registration Certificate for subject store or without earnest money will be ignored.
6. The Purchaser : The President of India.
7. Inspection Authority : D.G., ITB Police.
8. Inspecting Authority : A designated board of officers
9. Stores required at : Stores are required to be delivered to the consignees at SS Bn ITB Police, Saboli Camp, PO: Nathupura, Distt: Sonapat (Haryana)- by road at the risk and cost of the firm on freight pre-paid basis.

(Note:- Tenderers are requested to quote their rates on F.O.R Destinations , free delivery at SS Bn ITB Police, Saboli Camp, PO- Nathupura, Distt.- Sonapat (Haryana) by road on freight pre – paid basis. Tenders received on F.O.R Station of despatch basis will not be considered and ignored summarily.)

10. Delivery required by : **Within one month from the date issue of the A/T**
11. Despatch Instructions : By road at own risk and cost on freight pre-paid basis.
12. Packing and Marking : As per conditions of contract, DGS&D – 68 (Revised)
13. Consignee : Commandant, SS Bn., ITB Police, Saboli Camp, PO: Nathupura, District- Sonapat (Haryana)
14. Rates quoted by the firm should be on firm price basis.

Signature of Tenderer

Contd. Page – 3/-.....

15. Tenderers should disclose the name and full address (along with telephone/fax No. if available) of the place where the firm is registered with NSIC for the subject stores, they should clarify whether they are registered as a manufacturing unit or in any other capacity. In case the registration is as a manufacturer, they should indicate the full address/phone no. of their manufacturing place.

16. Offers of the firms who are not registered with DGS&D or NSIC for subject store will not be considered unless the same are submitted alongwith required Earnest Money deposit(s).

17. (A) For imported stores the Indian agents of the foreign firms enlisted with DGS&D under the compulsory enlistment under the Ministry of Finance's O.M. will not be treated as registered DGS&D suppliers for the purpose of exemption from payment of earnest money and such Indian agents will have to deposit the earnest money as mentioned above, otherwise their offer will be ignored.

(B) The offer from the Indian agents of foreign principal, not enlisted with DGS&D under compulsory registration scheme on the date of opening of technical bids, will not be considered and will be ignored unless they enclose document showing that they have already applied for enlistment with DGS&D in their tender. However, offers from the Indian agents, who have applied to DGS&D for registration/ enlistment before the time and date of tender opening of technical bid, such offers will be further processed if they can secure enlistment with DGS&D before opening of the price bids. Price bids of only those bidders will be opened whose technical bids as well as performance of their equipment so demonstrated are found acceptable as per the requirement of the specifications.

18. (A) **Tender sample clause**:- No tender sample is required. However, ballistic test of the product of eligible firm (s) will be conducted at TBRL, Chandigarh on "no cost no commitment basis". For this purpose tenderers should have tender samples readily available. No assistance in clearing of tender samples for demonstration from customs (in case imported stores) shall be provided by the purchaser and tenderers are required to make their own arrangements for submitting the equipment within prescribed date and time failing which their tender will be summarily ignored. Those firms whose product has undergone ballistic test at TBRL within last one year and have TBRL lab test report and trial certificate, may be exempted from submitting the tender sample.

18. (B) **Ballistic test of random sample**:- One number Bomb Blanket in addition to the required quantity is required for ballistic test of the quoted equipment on "no cost no commitment basis" from successful bidder. The ballistic test of randomly selected sample from stores ready for despatch shall be conducted at TBRL, CHD by a designated Board of Officers

19. **SAMPLES SENT ON" FREIGHT TO PAY" BASIS WILL NOT BE ACCEPTED**

Samples submitted by the tenderers whose offers are not accepted (Provided they have not been destroyed in trial/evaluation) may be collected by their authorised representatives on requisition from this Directorate. In case samples are not collected within given time, the samples will be disposed off.

Signature of Tenderer

Contd.page-4/-

20. **TWO BID SYSTEM**

Tenderers are required to submit their offers in two parts in separate sealed covers as under:-

(a) FIRST COVER SHOULD CONTAIN THE FOLLOWING:-

- i) Technical bid alongwith its specification leaflets, brochure, if any.
- ii) Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED.
- iii) Earnest Money, if applicable.
- iv) Copy of DGS&D/ NSIC registration certificate, True Copy of PAN Number as asked for in the Tender Enquiry.
- v) Any other relevant document which the firm wishes to submit.

(b) SECOND COVER SHOULD CONTAIN THE FOLLOWING:

Details of rates, taxes, duties, discount, if any and Delivery Period and other commercial conditions. These details should be submitted on their letter pad.

Both the above mentioned covers should be sealed separately and super scribed with the Tender No., stores, type of bid contained and date of tender opening. These covers should thereafter be kept in a third cover and again sealed and super scribed with Tender No., Store and date of opening. The composite bid i.e. rates indicated in Technical Bid OPENLY IN TENDER IS LIABLE TO BE IGNORED.

Only the first cover containing Technical Bid will be opened on the date indicated for Tender opening. Price bids of only those firms will be considered for opening whose offers are complete in all respect.

21. "Instructions to Tenderers" where they are required to furnish clause by clause compliance of specification bringing out clearly deviation from specification, if any. The firms are advised to submit the compliance Statement in the following format along with technical bids, failing which their offer will be treated as incomplete and are liable to be ignored.

Format of Compliance Statement

Para of Enquiry	Specification of store offered	Compliance to T/E Specification whether yes or no.	In case of Non-compliance deviation from T/E specification to be indicated in unambiguous terms

22. **Warranty:-** The stores supplied against the order should bear a warranty by the contractor against defective materials, workmanship and finish for a period of 12 months (one year) from the date of receipt of stores at Consignee's place and installation.

Signature of Tenderer

23. **Inspection**:- Pre-despatch inspection and ballistic testing of one number Bomb Blanket randomly

selected from stores ready for despatch shall be carried out at TBRL, CHD by a designated board of officers.

24. **Installation and training** :- On site installation and training should be carried out by the firm at any place on the directions of Dte.Genl., ITB Police.

Note:- (a) Tenders are available at Procurement Cell of ITBP ,Block No.2, Room No.311, CGO Complex, Lodhi Road, New Delhi-110003 against payment of tender fees specified in Tender Notice. Tenders are issued free of cost to NSIC registered suppliers through CLO (NSIC). Complete documents are available on ITBP Web site: www.itbp.gov.in which can be downloaded by the interested firms.

(b) In case tenderer(s) is/are submitting downloaded tender documents, they must enclose Demand Draft equivalent to cost of tender set, alongwith technical bid failing which tender shall be summarily rejected. The DD should be in favour of Accounts Officer, Dte.General, ITBP payable at SBI, Service Branch, New Delhi (Code No.7687). Account Payee demand draft shall not be accepted. No other mode of payment will be accepted. Tenderers submitting Tender Enquiry by downloading from ITBP Website will not be provided any additional documents relating to Tender Enquiry manually for purpose of participating in the tender process.

(c) Sealed tenders shall be submitted to the Dy. Inspector General (Procurement), Directorate General, ITB Police, Block No.2, CGO Complex, Lodhi Road, New Delhi-110003 by post/currier or shall be dropped in **tender box (Procurement Cell) kept at Ground Floor in front of Control Room, Directorate General, ITB Police** before specified date and time. Late/delayed tender shall not be opened and returned in original to the bidder.

(Jaspal Singh)
Dy. Inspector General (Proc.)
For and on behalf of the President of India

Capacity in which tender is signed

Signature of Tenderer

QRS/SPECIFICATION OF BOMB BLANKET

1.	The Bomb Blanket should offer protection against blast and fragments (V50 @ not less than 550 m/s.). The firm will have to produce certificate from a National/International accredited lab.
2.	The Bomb Blanket should be made with multiple layers of treated KEVLAR, Ballistic fabric and should confirm to the protection level required and then sewn into a Fire retardant and Water repellent Nylon cover.
3.	The Bomb Blanket should consist of a Nylon web loop near the 4 corners and a safety circle.
4.	Size of Bomb Blanket should be minimum 1.5m x 1.5m.
5.	Maximum weight of the Bomb Blanket should be 18 Kgs.
6.	Should be able to contain a blast of minimum 100 gms of high explosives.
MISCELLANEOUS	
7.	The firm should be able to provide the following, as applicable, along with the equipment:- (a) Cleaning Kit, if any (b) User's Hand Book and Technical Manual giving full description of the item. (c) Literature on preservation technique as applicable.

IMPORTANT INSTRUCTIONS

1. Option Clause:-

The purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rate quoted at the time of placement of contract or during the currency of the contract as per clause 31 of Form DGS&D-230.

- 2.(A) Advance Sample : As per Schedule to Tender.
2.(B) Representative Sample : As per Schedule to Tender.
2.(C) Tender Sample : As per Schedule to Tender.

i) Analysis report on tender samples will not be furnished. (QUOTATIONS WITHOUT SAMPLES WHERE SAMPLES ARE SPECIFICALLY CALLED FOR “SHALL BE SUMMARILY REJECTED”). Tenderers should note that samples of what they offer to supply should not be less than the quantity necessary for test as per specification, if any, or in the schedule to tender. In case the quantity of samples required for the test is given either in the specification or in the schedule to tender, this should be adhered to. Each sample should have a card affixed to it giving particulars of :-

- a) Firm's name and address
- b) Tender No.
- c) Date and time of opening of tender.
- d) Item No. of schedule against which tender sample submitted.
- e) Any other description, if necessary, written clearly on it.

ii) The sample should be sent to the **Commandant, SS Bn, ITB Polcie, Saboli Camp, PO- Nathupura, District- Sonapat (Haryana)** to reach him by the date specified in the said schedule. The cost and freight of sending the samples shall be borne by the tenderer and there will be no obligation on the part of the receiving officer for their safe custody. Tenderers who do not submit the samples and do not bear the testing fee if any, required for the testing of the samples by the time specified in the schedule, will run the risk of their tenders being ignored.

iii) Samples sent “Freight to pay” will not be accepted. The packages and the Railway Receipt should be addressed to the **Commandant, SS Bn, ITB Polcie, Saboli Camp, PO- Nathupura, District- Sonapat (Haryana)** and not to self.

iv) If the samples are sent by Railway parcel the railway receipt should not be enclosed with the tender document but should be posted separately to the officer to whom samples are sent (Under a covering letter giving the necessary particulars to enable him to connect the railway receipt easily with the parcel). Samples submitted by the tenderers whose offers are not accepted (provided they have not been destroyed during testing) will be delivered to their representatives, if they call for the same or can be returned direct to them at their cost provided the application for return is made to the officer to whom the samples were sent, within one month after the contract is placed on the successful tenderer, or after notification of cancellation of demand. If no application is received within due date, the samples will be disposed off by public auction and sale proceeds credited to the Government.

3. The contract to be concluded will be governed by condition of contract contained in Form No. DGS&D - 68 (Revised) as amended from time to time and those contained in pamphlet No.DGS&D - 229 with enclosed amendment (Annexure-I).

Signature of the Tenderer

Contd. Page- 2/-

4. **Guarantee/Warranty :**

(i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **12 months**, from the date of the delivery of the said goods/stores/articles to the purchaser or 66 months from the date of shipment/despatch from the contractor's works, whichever is earlier and the notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 60/66 months the said stores/goods/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

(ii) The stores supplied against the order shall bear a warranty by the contractor against all defects in material, workmanship, finish and performance for a period of **12 months** from the date of receipt of stores at various locations of ITB Police. If during this period, the stores supplied are found by the consignee to defective, then the purchaser shall be entitled to call upon the contractor to rectify and/ or not replaced the defective stores immediately and within such period as may be fixed by the purchaser/inspection authority for the purpose.

(iii) The stores so replaced/ rectified shall be deemed to bear warranty period as mentioned above from the date of replacement/rectification of any part of portion of the stores are consumed. The contractor shall also be liable to compensate the purchaser in the form of price reduction for the stores so consumed, such price reduction being decided by the purchase office/inspection authority.

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

6. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination. The consignee will as soon as possible but not later than 30 days of the date of arrival of the stores at destination, notify to the contractor any loss or damages to the stores that may have occurred during the transit.

7. Those firms who are not specifically registered for the items as per schedule are required to submit the following along with their quotation, failing which their offer will be ignored :-

- a) True copy of PAN Number
- b) Name and full address of the Banker.
- c) Performance statement, Equipment and Quality Control statement in the prescribed form as enclosed (in triplicate)

Signature of the Tenderer

8. Price be quoted both in words as well as in figures (in Rupees only).
9. Tenderers who are past suppliers of the item as per T/E Spec. should submit their performance statement in enclosed proforma. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
10. Tenderers who are registered with DGS&D/NSIC for this particular item should submit the photocopy of registration certificate with all subsequent amendments and also the photocopy of latest ITCC which should not be more than one year old.
11. (A) For imported stores the Indian agents of the foreign firms enlisted with DGS&D under the compulsory enlistment under the Ministry of Finance's O.M. will not be treated as registered DGS&D suppliers for the purpose of exemption from payment of earnest money and such Indian agents will have to deposit the earnest money as mentioned above, otherwise their offer will be ignored.

(B) The offer from the Indian agents of foreign principal, not enlisted with DGS&D under compulsory registration scheme on the date of opening of technical bids, will not be considered and will be ignored unless they enclose document showing that they have already applied for enlistment with DGS&D in their tender. However, offers from the Indian agents, who have applied to DGS&D for registration/ enlistment before the time and date of tender opening of technical bid, such offers will be further processed if they can secure enlistment with DGS&D before opening of the price bids.
12. **Excise duty** : If, it is intended to ask for excise duty or any other charges extra, the same must be specifically stated. In absence of such stipulation, it will be presumed that prices are inclusive for all such charges and no claim for the same will be entertained.
13. **Performance Security:-** In terms of clause-7 of conditions of contract DGS&D-68 (Revised) all the successful tenderers against the tender enquiry irrespective of their registration status with DGS&D and NSIC shall be required to furnish an amount ranging from 5 to 10% of basic price of the contract value as performance security within 30 days of issue of contract for the due performance of the contract which should be valid upto warranty period.
14. **Terms of Delivery:-** The tender enquiry is invited on free delivery to consignee basis only. Hence the firm may dispatch stores accordingly to the concerned consignee.
15. **Terms of payment:-** 95% payment of stores will be made on receipt of the item in good condition by the consignee against certificate to be issued by the consignee and the remaining 5% will be made to the firm on completion of the contract.
16. **Liquidated Damages:-** In case the firm does not complete the supply within the delivery period, liquidated damages will be charged @ 2% per month of the total cost of items as per para 15.7 of DGS&D Manual, and action will be taken against the firm to black list it, and also for forfeiture of its security deposit.
17. Tenderers are requested to quote their rates on F.O.R. destination basis, free delivery F.O.R. destinations by road on freight pre paid basis only. Tenders received on F.O.R Station of despatch basis will not be considered and are liable to be ignored.

Signature of the Tenderer

Contd Page- 4/-

18. The purchaser reserves the option to give a purchase/price preference to offers from public sector units and/or from other firms in accordance with the policies of the Govt. from time to time.

19. The purchaser reserves the right to get the manufacturing capacity of all the quoted firms re-verified irrespective of their registration status. In case the firm refuses to get the manufacturing capacity re-verified, they will be deemed and /or treated as not capable to manufacture the required stores.

If the date of registration by NSIC/ DGS&D is older than 12 months on the date of opening of bids, it shall not be considered unless capacity of bidders has been re-verified by the DGS&D, QA wing during 36 months preceeding the date of opening of bids.

20. The Purchaser reserves the right to cancel/reject any or all the tenders without assigning any reason. Purchaser also reserves the right to accept partly or to reject any offer without assigning any reason thereof.

Signature of the Tenderer:.....

Name in block letters:

Capacity in which tender is signed:

Full address:

ANNEXURE-1

1. The following amendments may be carried out in the pamphlet entitled conditions of contract governing the contracts placed by Central Purchase Organisation of Government of India 1991 addition bearing symbol DGS&D-39 Form No.68 (Revised).

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

“Government” means Central Government.

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

“Secretary” means Secretary of Min. of Home Affairs for time being in the administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary or Director or Dy. Secy. in such Ministry, D.G/ADG, I.G. (Prov.), DIG (Prov.), Dy. Inspector General (Proc.) and Deputy Commandant (Proc.) of the Procurement cell of this organisation and every other officer authorised for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

1.3 Under Clause 2 (c) page 5 of DGS&D Conditions of Contract, the word “Director General of Supplies and Disposal or heads of his concerned regional offices” may be replaced by DG/ADG, /I.G(Prov.), DIG (Prov.), Dy. Inspector General (Proc) and Deputy Commandant (Proc), ITB Police.

1.4 Clause 24 of DGS&D 68(Revised) i.e. arbitration:-

In clause 24 of DGS&D 68(Revised) instead of DG, DGS&D read as DG, ITBP.

Signature of the tenderer

FORM NO. 68 - A

TENDER NO. IV-17013/110/2010/14.9.10/PC-2

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

Contractor's Telegraphic Address

Telephone No.
FAX No.

From

.....
.....

Dear Sir,

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

2. I/ We have understood the instructions to tenderers in the booklet DGS&D-229 and conditions of contract in the Form No. DGS&D-68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchase Organization of the Government of India read with the amendments annexed herewith 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. The following pages have been added to and form part of this tender
.....
.....
.....
.....

Here paste coupon in case where coupons are supplied to contractors on payment

Yours faithfully,

(Signature of tenderer)

Date:

Address:-

(Signature of witness)

Date:

Address:

FORM-7
PROFORMA FOR EQUIPMENT AND QUALITY CONTROL
 (THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN TRIPLICATE)

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

1.	Name and address of the firm	
2. (a)	Telephone No. Office/ Factory/ Works	
(b)	Telegraphic address	
(c)	Fax No	
3.	Location of Manufacturing works/factory./ Factories owned by you (Documentary) In case you do not own the factory but utilise the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of.....(here indicate the name of the firm whose factory is being utilised) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for.	
4.	Brief description of the factory (e.g. area covered, accommodation, departments into which it is divided, laboratory etc.)	
5.	Details of plant and machinery erected and functioning in each department. (Monograms and descriptive pamphlets should be supplied if available)	
6.	Whether the process of manufacture in factory is carried out with the aid of power or without it	
7.	Details of stocks of raw material held (State whether imported or indigenous) against each item	
8.	Production capacity of each item with the existing plant & Machinery	a) Normal b) Maximum
9.	Details of arrangements for quality control of products such as lab etc.	
10.(a)	Details of technical/Supervisory staff incharge of production and quality control	
(b)	Skilled Labour employed	
(c)	Unskilled Labour employed	
(d)	Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application	
11.	Whether stores were tested to any standard specification, if so copies of original test certificate should be submitted in triplicate	

N.B: Details under column 5 to 10 inclusive need be restricted to the extent they pertain to the item(s) under reference.

Place:

Date:

Signature & Designation of the Tenderer

<u>QUESTIONNIRE</u>			
1.	Name and address of contractor		
2. (a)	Whether registered with DGS&D	Yes	No
(b)	Whether registered with DGS&D for subject store?	Yes	No
(c)	If Yes, Monetary limit (Enclose photocopy of Regn. certificate)	Rs. (Lakh)	(without limit)
(d)	Validity date		Permanently
3. (a)	Whether registered with NSIC	Yes	No
(b)	Whether registered with NSIC for subject store	Yes	No
(c)	If Yes, Monetary limit (Enclose photocopy of Regn. Certificate)	Rs. (Lakh)	(without limit)
(d)	Validity date		Permanently
4. (a)	Whether you have submitted tender sample ? If so, furnish proof thereof.	Yes	No
(b)	Whether you agree to submit advance sample, if called upon to do so within specified period of 21 days ?	Yes	No
5.	Whether past supplier of subject store to DGS&D or Min. of Home Affairs during the last 3 years ? (If yes, submit performance report in enclosed proforma)	Yes	No
6.	Terms of delivery	<u>F.O.R. Destination</u>	
7. (a)	Whether Excise Duty extra ?	Yes	No
(b)	If extra, rate of excise duty	%	
(c)	Assessable value	Rs.	
8. (a)	Whether Sales Tax extra?	Yes	No
(b)	If yes, rate of Central Sales Tax.	%	
(c)	Rate of Local Sales Tax applicable at present.	%	

Signature of the tenderer

Contd. Page..2/-.....

9.	Discount offered, if any.	%	
10.(a)	Delivery period in months from the date of placement of order/ approval of advance sample.		
(b)	Monthly rate of supply		
11. (a)	Whether stores fully conforms to tender schedule specifications in all respect.	Yes	No
(b)	If answer to 11 (a) is No, indicate the details of deviation on separate sheet.		
12.	Acceptance to conditions of contract as contained in DGS&D-68 (Revised) amended up to 31.12.91 and those contained in Pamphlet No. DGS&D-229 read with Annexure attached.	Yes	No
13.	Have you enclosed required EM ?	Yes	No
14.	Do you accept tolerance clause ?	Yes	No

Note:- Tenderers should clearly mention delivery terms on Questionnaire clause-10(a) & (b) in the technical bids, failing which offer is liable to be rejected as per provisions contained at Para 9.3.2. of DGS&D Manual.

Signature of Tenderer: _____

Name in block Letters: _____

Capacity in which tender is signed:_____

Full address : _____

PERFORMANCE STATEMENT FOR LAST THREE YEARS

Name of Firm:

1. Contract Nos.
2. Description of Stores.
(Copies of supply orders
if subject items supplied
to other Deptts/Org.,
also be enclosed)
3. Quantity on order.
4. Value.
5. Original D.P.
6. Quantity supplied within Original D.P.
7. Final/Ext. D.P.
8. Last supply position.
9. Reasons for delay in supplies (if any)

Signature of the Tenderer.

LIST NO.1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED.

1.	Tender No.	
2.	Whether the stores offered fully conform to the technical particulars and specification / Drawings, specified by the purchaser in the schedule to tender. If not mention here details of deviations	
3.	Brand of store offered	
4.	Name and address of manufacturer	
5.	Station of manufacture	
6.	Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations.	
7.	Gross weight of consignment. (Net weight of each item)	
8.	What is your Permanent Income Tax A/C No. (PAN)	
9.	Confirm whether you have attached your latest/ current ITCC or photocopy thereof.	
10.	Status: (a) Indicate whether you are LSU or SSI. (b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration. (c) If you are a small scale unit registered with NSIC under single point registration scheme, whether there is any monetary limit. (d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photocopy of the registration certificate indicating the item for which you are registered	
11.	(a) If you are not registered either with NSIC or with DGS&D, please state whether you are registered with Directorate of Industries of State Government concerned. (b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.	
12.	Please indicate :- Name and full address of your Banker	
13.	Business name and constitution of the firm. Is the firm registered under:- i) The Indian Companies Act,1956 The Indian Partnership Act,1932 (Please also give name of partners). ii) Any Act, if not, who are the owners? (Please give full name & address)	

Signature of the Tenderer

Contd. Page – 2/...

14.	<p>Whether the tendering firms is/ are :-</p> <p>i) Manufacturer</p> <p>ii) Manufacturer's authorized agents.</p> <p>iii) Holders in stock of the stores tendered for.</p> <p>N.B.: If manufacturer's agents, please enclose with tender the copy of manufacturer's authorization.</p>	
15.	<p>If stores offered are manufactured in India, please state whether all the raw materials, components etc., used in their manufacture are also produced in India. If not, give details of materials, components etc. that are imported and their break up of the Indigenous and Imported components together with their value and proportion it bears to the total value of the store should also be given.</p>	
16.	<p>State whether Raw materials are held in stock sufficient for the manufacture of the stores.</p>	
17.	<p>Please indicate the stocks in hand at present time:</p> <p>i) Held by you against this enquiry</p> <p>ii) Held by M/s..... over which you have secured an option.</p>	
18.	<p>Do you agree to Sole Arbitration by Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in Clause 24 of the General conditions of Contract form DGS&D-68 (Revised) (Your acceptance or non acceptance of this clause will not influence the decision of the tender. It, should however, be noted that an omission to answer the above questions will be deemed as an acceptance of the clause).</p>	
19.	<p>For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. should the answer to this question by a partnership firm be in the affirmative, please state further :-</p> <p>(a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.</p> <p>(b) If the answer to (a) is in the negative whether there is any general power of attorney executed by all the partners of the firm authorising the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.</p> <p>(c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.</p> <p>N.B.:</p> <p>(1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all partners.</p> <p>(2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm</p>	

Signature of the Tenderer

20.	<p>Here state specifically :</p> <p>i) Whether the price tendered by you is to the best of Your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof. If any, also indicate the margin of difference.</p> <p>In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.</p>	
21.	<p>Are you</p> <p>i) Holding valid Industrial Licence (s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.</p> <p>ii) Exempted from the licencing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.</p> <p>iii) Whether you possess the requisite licence for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no licence is required for the purpose of raw materials and/or that you possess the required licence.</p>	
22.	<p>State whether business dealings with you have been banned by Min./ Deptt. of Supply/Min. of Home Affairs ?</p>	
23.	<p>Please confirm that you have read all the instructions carefully and have complied with accordingly.</p>	

Signature of Witness

Signature of the Tenderer

Full name & address of
Witness in Block Letters.

(1) Full name and address
of the person signing
(in Block letters)

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

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY

1. All firms who are not registered with DGS&D/NSIC for subject store are required to deposit earnest money equivalent to the amount as mentioned in the tender schedule.
2. The EM can be deposited in any one of the following alternative forms:-
 - a) An open Bank Draft drawn in favour of Accounts Officer ITBPF. The draft should be payable at State Bank of India, R.K.Puram, New Delhi.
 - b) An irrevocable bank guarantee of any Nationalised/Schedule Bank or reputed commercial bank of the tenderers country (in case of imported stores) in the format attached.
3. The earnest money shall be valid and remain deposited with the purchaser for the period of 180 days from the date of tender opening. If the validity of the tender is extended the validity of the BG or any other document submitted in lieu of EM will also be suitably extended by the tenderer failing which the tender after the expiry of the aforesaid period shall not be considered by the purchaser.
4. No interest shall be payable by the purchaser on the EM deposited by the tenderer.
5. The EM deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
6. The EM of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.
7. If the successful tenderer fails to furnish the security deposits required in the contract within the stipulated time the EM shall be liable to be forfeited by the purchaser.
8. EM of all the unsuccessful tenderer shall be returned by the purchaser as early as possible after the expiry of the bids validity but not later than 30 days after placement of contract. Tenderers are advised to send a pre-receipted challan alongwith their bids so that refund of EM is made in time.
10. Any tender not accompanied with earnest money in any one of the approved forms acceptable to the purchaser shall be rejected

Dy. Inspector General (Proc.)
For and behalf of the President of India

Signature of the Tenderer

PROFORMA FOR BG FOR SUBMITTING EARNEST MONEY

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Bank Guarantee No.....Dated

To,

Dy. Inspector General (Proc), ITB Police
Procurement Cell, Block No. 2, CGO Complex
Lodhi Road, New Delhi - 110003

Dear Sir,

In accordance with your invitation to tender No.....
.....M/S.....hereinafter called the
Tenderer with the following Directors on their Board of Directors/Partners of the firm:

- | | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

Wish to participate in the said Tender for the supply of.....

.....
As a Bank Guarantee against Earnest Money for a sum of (in word & figures).....valid for (180) one hundred and eighty days from the date of opening of the Tender Viz.....is required to be submitted by the tenderer as a condition for the participation. This Bank guarantees and undertakes during the above said period of (180) one hundred eighty days to immediately pay on demand by D.I.G.(Proc) ITBPF, in writing the amount of.....(words & figures).....without any reservation and recourse if :-

- (i) The tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- (ii) The Tenderer withdraws the said Tender within 180 days after opening of 'Tender' or
- (iii) The tenderer having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of the contract.

The Guarantee shall be irrevocable and shall remain valid up toif further extension to this guarantee is required, the same shall be extended to such required periods on receiving instruction from M/S.....on whose behalf this guarantee is issued.

Date.....
Place.....
Witness.....

Signature.....
Printed Name.....
.....

(Designation)

.....

(Bank's Common Seal)

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSITS

In consideration for the President of India (hereinafter called “The Government”) having agreed to exempt_____ (hereinafter called “The said contractor(s)”) from the demand under the terms and conditions of an Agreement dated_____ made between_____ and_____ for_____ (hereinafter called the said agreement) of Security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....Only) We.....(hereinafter referred to as “the Bank”) at (indicate the name of the bank) the request of_____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered would be caused to or suffered by the Government by reason of any breach of the said Contractor (s) of any of the terms and conditions contained in the said Agreement.

2. We_____ do hereby undertake to pay the amount due and payable

(indicate the name of the bank)

under this guarantee without any demur, purely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We_____ further agree that the guarantee herein contained

(indicate the name of the bank)

shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till_____office/Department /Ministry of _____certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the_____we shall be discharged from all liability under this guarantee thereafter.

5. We _____ further agree with the Government that the Government

(indicate the name of the bank)

shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the Government against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

We _____ lastly undertake not to revoke this guarantee during its currency except with the

(indicate the name of the bank)

previous consent of the Government in writing.

Dated the _____ day of _____ 2010/2011

For _____

(indicate the name of the bank)

Signature.....
Name of the Officer.....
(in Block Capitals)
Designation of
Code No.....
Name of the Bank and Branch.....