

INVITATION OF TENDER

(Open Tender)

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-17013/112/2010/21.09.10/PCT- 2909 dtd 27.08.10

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 officers.

- 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. If you are in a position to quote for supply in 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 indicated in pamphlet No. DGS&D-229 mentioned in para-1 above. An attached list of questionnaire that 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

5. With reference to the CVC (CTEs Organization) Govt of India Office order No. 41/06/04 dated 8-6-2004, the under mentioned officer is 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, Gen., ITB Police, for the convenience of tenderers:-

i) Sh. Prashant Yadav, DC (Admn) (Main) Room No. 214 Dte. Gen. ITB Police, CGO Complex Phone No. 24362844/24362890/24360773/24362837 ext- 228

ii) Sh. Surender Singh, A/C, (Reserved) Room No. 16, Dte. Gen. ITB Police, CGO Complex Phone No. 24362844/24362890/24360773/24362837 ext- 206

For more details & any amendments please 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 Dy. Inspector General (Prov), **MT Desk**, Dte. Genl. ITBP, with reference to Prov.Branch Indent No. IV-15019/ 34/2010/Prov (MT)- 2860 dated 12.08.10 please find enclosed a copy of the Tender Enquiry No. IV-17013/112/2010/21.09.10/PCT- issued by this office. **Any discrepancy in description /specification etc. should be brought out immediately.**
2. The Commandant TPT Bn,ITBP, Chandigarh (UT).
3. The Commandant, 33 Bn ITB Police Assam.

Signature of Tenderer

(Jaspal Singh)

Dy. Inspector General (Proc)

For and on behalf of the President of India

(Open Tender)
SCHEDULE TO TENDER

No. IV-17013/112/2010/21.09.10/PCT- 2909 dtd 27.08.10

Directorate General,
Indo-Tibetan Border Police,
Procurement Cell
Government of India/MHA
Block No. 2, CGO Complex
Lodhi Road, New Delhi – 110003

Price per Tender Set: 500/- (Rupees one hundred only)

Earnest Money required: Rs.6,89,700/- (Rs. six lack eighty nine thousand seven hundred 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 : **21.09.2010, 1430 Hrs. ***

TIME AND DATE OF OPENING OF TENDER AT: **21.09.2010, 1530 Hrs. ***

THE TENDER SHALL REMAIN OPEN FOR ACCEPTANCE TILL: 180 days after opening of Tender.

Sl.N	Description of Stores	Qty.	F.O.R. (Destinations)
01.	Tractors	55 Nos.	Stores to be delivered at The Commandant, TPT Bn, ITB Police, P.O. Air Port, Chandigarh-39 Nos and Commandant, 33 Bn ITB Police Guwahati Assam-16 Nos. by road at firm's own risk and cost on freight pre-paid basis.
02.	Two wheel trolley	55 Nos.	

Specification & Other Details As per Appendix –‘A’.

Note: Tenderers are requested to quote their rates on FOR Destination, free delivery at Consignee (s) by road at own risk and cost on freight pr- paid basis. Tenders received on FOR Station of despatch basis will not be considered & ignored summarily.

2. SPECIAL CONDITIONS:-

1.	Delivery period	4 months
2.	Warranty Period	24 months
3.	4 x 4	Tractor should be 4 x 4
4.	Cabin Construction	Complete sealed cabin with clear view
5.	OEM	Only OEM may apply
6.	Colour	ITBP Special Grey (No. 617)

* In case date of opening of tenders is declared as a closed holiday for Govt. Offices, the tender will be opened on the following working day at the same time.

Signature of Tenderere

Contd.....2/-

3. 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.

4. THE TENDER MUST BE SUBMITTED IN DUPLICATE ALONGWITH ITS TECHNICAL SPECIFICATION, LEAF LETS BROCHURES IF ANY.

5. Incomplete offers or offers not conforming fully to T/E requirements or with vague replies or without earnest money, if applicable, will not be considered

6. 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.

7. 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 the subject store. Offers received without a copy of Registration Certificate for the subject store or without earnest money will be ignored.

“The offers 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 & 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”.

NB: True copy of Income Tax Permanent Account number (PAN Number) in the case of Partnership. Limited concern PAN number of each partner should be enclosed.

8. The Purchaser : The President of India.

9. Inspection Authority: DG ITB Police.

10. Inspecting Officers : Board of Officers detailed by DG ITBP/HOD.

11. Stores required at : **As per schedule to tender.**

12. Delivery required by : Within 04 months. (Tenderers must indicate clearly the monthly rate of supply and total delivery period including the lead period if any.)

13. Despatch Instructions: F.O.R. Destination, as per schedule to tender free delivery to consignee by road at own risk and cost on freight pre- paid basis.

14. Packing and Marking: As per DGS&D –68 (Revised). / As per instructions in specifications clause 10.

15. Rates quoted by the firm should be on firm price basis.

16. Tenderers should disclose the name and full address (along with Telephone/ Fax No. if available) of the place where the stores will be manufactured and offered for inspection. In case 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.

Signature of Tenderer

Contd.....3/-

17. 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). If firm is not registered with DGS&D/NSIC for the subject stores should submit open demand draft in favour of Account Officer, Dte. Genl., ITB Police, CGO Complex, Lodi Road, New Delhi payable at SBI, Service Branch, New Delhi (Bank Code No. 7687) towards earnest money deposit (EMD).

18. (A) **Tender sample clause:-** Not required. However, the eligible tenderers are required to give physical trial cum functional demonstration of the quoted equipment free of cost on “no cost no commitment basis” whenever required. 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.

(B) **Advance Sample:** Not required. Inspection would be made at firm’s premises. The Purchaser reserves the rights to call for requisite number of advance samples from the successful tenderers before commencement of bulk supply for its approval in terms of T/E specification (ii) Comparison with the tender sample as per parameters mentioned in the tender sample clause.

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.

i) 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.

ii) 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 the bidders has been re-verified by DGS&D, QA wing during 36 months preceding the date of opening of bids.

iii) For this purpose tenderers who are either not at all registered with DGS&D/NSIC or whose registration with DGS&D/NSIC is older than 12 months from the date of opening of bid and whose capacity has not been verified by DGS&D, QA wing during preceding 36 months from the date of opening of bids, must provide the details of plant and machinery in duplicate in the proforma enclosed with tender enquiry and furnish the same with their offer for the purpose of verification / re-verification of their capacity by QA wing of DGS&D failing which their offer shall be summarily ignored.

19.(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 DGS&D registered 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.

Signature of Tenderer

Contd.....4/-

(B) The Indian agent(s) submitting offer on behalf of their foreign principal(s) must be enlisted with DGS&D alongwith their principal before the date of tender opening. As such the offers from the Indian agents not registered or enlisted with DGS&D under the compulsory enlistment scheme before the date of tender opening will be ignored summarily.

20. 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 along with 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
- v) True copy of PAN Number alongwith offer.
- vi) Any other relevant document which the firm wishes to submit.
- vii) Proprietor's Individual PAN No. incase of Proprietorship concerns

(B) SECOND COVER SHOULD CONTAIN THE FOLLOWING:

i) 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 duly super scribed along with the Tender No., stores 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.

ii) Only the first cover containing the 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 and fulfil the requirements as per specification.

21. The Tenderers attention is invited to clause 1 (A) of form DGS&D -231 "Instruction to Tenderers" whereby 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 bid failing which their offer will be treated as incomplete and are liable to be ignored.

Format of compliance statement:

Para of Tender Enquiry Specification	Specification of Stores 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
(1)	(2)	(3)	(4)

Note:- Separate compliance report for each technical specification and tender condition is mandatory.

22. **Performance Security:-** As per clause -7 of general condition of contract of DGS&D manual the successful tenderer deposit performance security of the total basic price value of the contract @ 5 % (5 %) within 30 days from the date of issue of contract. The Performance Security valid upto a period of warranty /guarantee **for a period of 25 months** after receipt of store at consignee depot in good condition.

Signature of Tenderer

23. Liquidated Damages:- In case firm does not complete the supply with the delivery period Liquidated damages will be charged @ 2 % of the total cost of items per month up to maximum limit of 10% of total contract value as per para 15.7 of DGS&D-68 manual and if firm failure to supply the store, action will be taken against the firm to black list it and also for forfeiture of its Security deposit.

24. 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.

25. 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 i.e The Commandant, TPT Bn, ITB Police, P.O. Airport, Chandigarh at firm's own risk and cost on freight pre-paid basis **as per schedule to tender.**

26. Terms of payment: The 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.

27. Warranty Clause:-Stores supplied against the supplied stores should bear a warranty by the contractor against defective material, workmanship, finish & performance for a **period of 24 Months** from the date of delivery of stores at consignee depot.

28. The purchaser reserves the right to cancel/reject any or all the tenders without assigning any reason.

29. The purchase reserves the right to accept partly or to reject any offer without assigning any reason thereof.

30.The Tenderers quote their rate F.O.R. destination and free delivery at consignee depot its own risk/cost and arrangements. No octori and freight charge are paid by us.

Signature of Tenderer
Capacity in which tender is signed.

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

QRs / Specification for Tractor

S/N	Specifications	Parameters
1	Engine	4 stroke diesel engine 50 to 60 HP (SAE rating)
2	Transmission	Heavy duty size dry type, 305 mm dia, dual clutch 280 mm dia or equivalent
3	No. of gear	8/10 forward, 2 reverse speed with high and low selector levels
4	Brake	Heavy duty water sealed disk brake with parking brake for additional safety
5	Tyre	i) Front axle – 6.00 x 16 or 6.50 x 20 ii) Rear Axle- 13.6 x 28 Or 16.9 x 28
6	Hydraulic lifting capacity	Lifting minimum 1000 Kg at lower link ends
7	Starter meter and Battery	12V 100 AHC or more Battery with starter motor and alternator
8	Wheel Base	Minimum 1900 mm
9	Ground clearance	Minimum 350 mm
10	Fuel Tank	Minimum 50 Ltr
11	Hydraulics	Fully automatic 3 liver draft depth and position control with facility to select internal and external hydraulic systems
12	Turning Radius	Minimum 3.00 mtr without braks
13	Essential Accessories	Set of service tools alongwith tool box, swinging draw bar, front tow hook trailer- coupling bracket, rail fender sheet, blinkers and plough lamp and rear wheel ballast weight.
14	Manual	One set of operation and maintenance manuals and spare parts catalogue should be provided with each tractor
15	Training	Firm to provide training for maintenance and operation of tractor
16	After Sale service	All facilities for after sale service established by manufacturers in border area and may be enumerated.
B.	TRACTOR TROLLEY 2 WHEEL	
1.	Capacity	6 MT (mm)- Tipping
2.	Size of Trailer	10 feet x 6 feet x 2 feet (outer size) Length minimum 3600 mm Width minimum 1800 mm Height minimum 610 mm
3.	Main Base Frame	MS channel. 125 x 65 mm
4.	Side wall Sheet	MS sheet 2. 50 mm minimum All side open type on hinges except front one
5.	Floor Sheet	MS Sheet 3.15 mm minimum
6.	Leaf Spring	2 Nos Leaf Springs size 7 x 11 mm, length 900 mm, Nos of leaves 13 each set
7.	Axle	MS square 75 x 75 mm minimum or round 80 mm dia minimum
8.	Towing hook	Spring loaded towing hook of 36 mm MS round
9.	Fittings	2 Nos light reflector, 2 Nos registration plates, steel hook etc

Signature of tenderer

cont...2/-

10.	Tyre Assembly	2 Nos new tyres and rims size 7.50 x 16 (any standard make available)
11.	Painting	01 coat of red oxide and 2 coats of super synthetic enamel paints
12.	Wheel	4 double plate/ ring disc
13.	Jack	Two : 3 MT
14.	Panel	Press Type
15.	Chassis	125 mm x 65 mm
C.	Special Conditions	
1.	Delivery period	4 months
2.	Warranty Period	24 months
3.	4 x 4	Tractor should be 4 x 4
4.	Cabin Construction	Complete sealed cabin with clear view
5.	OEM	Only OEM may apply
6.	Colour	ITBP Special Grey (No. 617)
7.	Tractor should have capability of fitting and working with following attachments	
a.		Front end dozer
b.		Front end loader
c.		Front end snow cutter/ clearance
d.		Land Leveler
e.		Off set disc harrow

Note:- Dimension details of constructions materials of body components may vary plus or 5% owing to designs variations,, provided strength of body is not compromised.

Signature of Tenderer

QUESTIONNAIRE

1.	Name and address of contractor		
2.	a) Whether registered with DGS&D for subject store	Yes	No
	b) If Yes, Monetary limit (Enclose photocopy of Regn. certificate)	Rs. (Lakh)	Rs. (without limit)
	c) Validity date	Permanently	
3.	(a) Whether registered with NSIC	Yes	No
	b) If Yes, Monetary limit (Enclose photocopy Regn. certificate)	Rs. (Lakh)	Rs. (With out limit)
	c) Validity Date		(permanently)
4.	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 .	Yes. (If yes, submit performance report in enclosed proforma)	No
6.	Terms of Delivery:- free delivery to consignee by road at own risk and cost on freight pre- paid basis to the Commandant TPT Bn, ITB Police, P.O. Air Port, Chandigarh (Consignee)		
7.	a) Whether Excise Duty extra	Yes	No
	b) If extra, rate of excise duty Assessable value Rs.	%	
8.	(a)	Yes	No
	(b)	Yes	No
	(c) Rate of Local Sales Tax	% (Applicable at present)	
9.	Discount offered if any		
10.	a) Delivery period in months from the date of placement of order/ approval of advance sample.		Months
	(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

Signature of Tenderer: _____

Name in block Letters: _____

Capacity in which tender is signed: _____

Full address : _____

PERFORMANCE STATEMENT FOR LAST THREE YEARS OF THE SUBJECT STORE.

Name of Firm		
1.	Contract Nos.	
2.	Description of Stores.	
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 Tenderer

IMPORTANT INSTRUCTIONS

1. **Option Clause (Tolerance)** :-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 :-

Firm's name and address

Tender No.

Date and time of opening of tender.

Item No. of schedule against which tender sample submitted.

Any other description, if necessary, written clearly on it.

ii) The sample should be sent to the (...) 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 (...) 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.

Signature of tenderer

Cont...2/-

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).

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 24 months**, from the date of the delivery of the said goods/stores/articles to the purchaser or 27 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 24 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 24 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.

Signature of the Tenderer

Contd. Page- 3/-

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)
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.

Signature of the Tenderer

Contd. Page- 4/-

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 maximum of 5% 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 beyond 60 days of 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**:- The 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 (maximum upto 10%) 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.

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 preceding 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:

FORM NO.68-A

TENDER No. IV-17013/112/2010/21.09.10/PCT-

Contractor's Telegraphic Address:

Full Name and address of the tenderer
in addition to Post Box No. if any, should
be quoted in all communication to this office 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 Organisation 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)

ADDRESS.....

DATED.....

SIGNATURE OF WITNESS

ADDRESS.....

DATED.....

FORM No-7

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN TRIPLICATE)

TenderNo. & date.....for the supply of.....

1.	Name and address of the firm	
2.	(a)Telephone NO. Office/ Factory/ Works	
	(b) Telegraphic address:	
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.		
3.2	Brief description of the factory (e.g. area covered accommodation departments into which it is divided laboratory etc.)	
4.	Details of plant and machinery erected and functioning in each department. (Monograms and descriptive pamphlets should be supplied if available)	
5.	Whether the process of manufacture in factory is carried out with the aid of power or without it.	
6.	Details of stocks of raw material held (State whether imported or indigenous) against each item.	
7.	Production capacity of each item with the existing plant & Machinery	
	Normal	
	Maximum	
8.	Details of arrangements for quality	
9.	Control of products such as lab.etc	
10.	(a) Details of technical/ Supervisory staff in charge of production and quality control	
	(a) Skilled Labour employed	
	(b) Unskilled Labour employed	
	(d) Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months proceeding 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.	

Place:

Date:

Signature & Designation of the Tenderer Details under column 5 to 10 inclusive need be restricted to the extent they pertain to the item(s) under reference.

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).

1.1The 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.

1.2The 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, I.T.B.P, I.G. (HQ)/ IG (PROV), DIG (Prov), DIG(Proc), Dy. Comdt (Proc) and 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.

1.3Under Clause 2© 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 ITBP/IG(H.Q),/Prov. ITB Police, Dy. Inspector General (Prov), ITB Police, Dy. Inspector General (Proc)/Dy. 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 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.	
9.	Confirm whether you have attached your true copy PAN No. or photocopy of 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	
	(ii) The Indian Partnership Act,1932 (Please also give name of partners)	
	(iii) Any Act, if not, who are the owners. (Please give full name & address)	
14.	Whether the tendering firms is/are :-	
	(i) Manufacturer	
	(ii) Manufacturer's authorized agents	
	(iii) Holders in stock of the stores tendered for : N.B.: If manufacturer's agents, please enclose with tender the copy of manufacturer's authorisation	
15.	If stores offered are manufactured in India	

Signature of Tenderer

Cont...2/-

16.	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	
17.	State whether Raw materials are held in stock sufficient for the manufacture of the stores	
8.	Please indicate the stocks in hand at present time. :	
	i) Held by you against this enquiry	
	ii) Held by M/s..... over which you have secured an option	
19.	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).	
20.	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 :- NB: True copy of Income tax PAN No. in case of partnership & limited concerns, PAN No. of each partnership should be given.	
	(a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	
	(b) If the answer to (a) is in the negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration	
	(c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be	
	N.B:(1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all partners.	
	(2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm	

Signature of Tendorer

21.	Here state specifically :	
	(i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof. If any, also indicate the margin of difference.	
	(ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.	
22.	Are You:	
	(i) Holding valid Industrial License (s) Registration Certificate under the Industrial Development and Regulation Act, 1981.If so, please give particulars of Industrial Income Registration Certificate.	
	(ii) Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position	
	(iii) Whether you possess the requisite license 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 license is required for the purpose of raw materials and/or that you possess the required license.	
23.	State whether business dealings with you have been banned by Min./Deptt.Of Supply/Min. of Home Affairs?	
24.	Please confirm that you have read all the instructions carefully and have complied with accordingly.	

Signature of Witness

Full name & address of witness
Letters of the person signing (in Block letters)

1) Full name and address in Block

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

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY

1. All firms who are not registered with DGS&D/NSIC for the 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. EMD 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. Tenders are advised to send a pre-receipted challan alongwith their bids so that refund of EM is made in time.
9. Any tender not accompanied with earnest money in any one of the approved forms acceptable to the purchaser shall be rejected

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

Signature of 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 participation the said Tender for the supply of.....
As a Bank Guarantee against Earnest Money for a sum of Rs.....
(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 Dy. Inspector General (Prov) ITBPF, i
writing the amount of..... & (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)

1.....

(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..... (indicate the name of the bank)

hereinafter referred to as "the Bank") at 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

(indicate the name of the bank)

due and payable 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
(indicate the name of the bank)

Government 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 forbear 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 (indicate the name of the bank)

Except with the 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

Code No.....

Name of the Bank and Branch.....