


NOTICE INVITING E- TENDERS

No-03/2019-20/ENGR/3RDBn./ITBP/ARM/Supply of material/Sewerage- 4904-12 Date 10/06/2019

The Commandant, 3RD Bn. ITB Police, Bukhara Camp Bareilly (UP) Invites on Behalf of President of India online for Supply of material on two bid system (Technical Bid and Price Bid) for Following work :-

- 1- **Name of Work** :- Maintenance of Sewerage System at 3RD Bn. ITBP, Bukhara Camp Bareilly for the year 2019-20 (SH:- Supply of Material)
- 2- **Estimated Cost Rs.** 3,39,030.00/-
- 3- **Earnest Money** RS. 6,761.00/-
- 4- **Cost of bid form** Rs. 568 /-
- 5- **Period of Completion** – 02 Month
- 6- **Last Date and time of Submission of Physical EMD and Tender Fee:-** 17.06.2019 up to 1600Hrs.
- 7- **Last Date and Time Of Submission of Bid-** 17.06.2019 up to 1600 Hrs.
- 8- **Date and Time for Opening of Technical Bid-** 18.06.2019 at 1630Hrs.
- 9- **NIT No-** ITBP/3RD BN/ENG./AR&M/2019- 20/DTD. 10-06-2019

The bid forms and other details can obtained from the website www.eprocure.gov.in.


Asstt. Comdt. (Engr.)
3RD Bn ITB Police

Copy to :-

1. DM . Bareilly (UP)
2. IG. E FTR ITB Police Lucknow (UP)
3. DIG SHQ (Bareilly) ITB Police
- 4- IT Cell Dte. Gen, ITBP Block-2 CGO Complex, Lodi Road, New Delhi (Through E-mail) for putting advertisement on ITB Police website.
5. IT Cell 3RD Bn ITB Police Bukhara Camp Bareilly (UP) Upload Tender Notice in ITBP Website/CPPP
6. Commandant 7/14/34/36 BN. Itb Police.

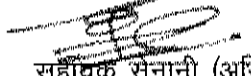
ई-टेण्डरिंग निविदा सूचना

संख्या-03/2019-19/अभियन्ता/तृतीया/भा0ति0सी0/वार्षिक अनुरक्षण/सीवरेज (सफ़ाई) -4904-12-दिनांक-10/06/2019

भारत के राष्ट्रपति की ओर से सेनानी, तृतीय वाहिनी भारत तिब्बत सीमा पुलिस बल बुखारा कैम्प बरेली (उ0प्र0) द्वारा निम्न कार्य हेतु दो बिड सिस्टम (तकनीकी बिड एवं प्राईज बिड) के अर्न्तगत ऑनलाईन निविदा आमंत्रित की जाती है।

1. कार्य का नाम— तृतीय वाहिनी भा0ति0सी0पुलिस बल बरेली कैम्प परिसर में सीवरेज सिस्टम के वार्षिक अनुरक्षण का कार्य वित्तीय वर्ष 2019-20 के लिये ।
2. अनुमानित लागत रूपये—3,38,030.00/—
3. धरोहर राशी रूपये—6,78100/—
4. निविदा राशि — 568/—(
5. कार्य पूर्ण करने का समय—02 (दो माह)
6. भौतिक रूप से धरोहर राशी एवं निविदा राशी जमा करने की अंतिम तिथि व समय :-17.06.2019 को 1600 बजे तक
7. बिड जमा करने की अन्तिम तिथि व समय— 17.06.2019 को 1600 बजे तक
8. तकनीकी बिड खोलने की तिथि व समय—18.06.2019 को 1630 बजे
9. संख्या—भा.ति.सी.पुलिस/तृतीय वाहिनी/अभियन्ता/वार्षिकअनुरक्षण/2019-20 दिनांक 10.06.2019

सम्बन्धित कार्य के बिड फार्म (निविदा प्रपत्र एवं अन्य विवरण www.eprocure.gov.in.से प्राप्त किये जा सकते है।


सहायक सेनानी (अभि.)
तृतीय वाहिनी भा0ति0सी0 पुलिस

Copy to :-

1. DM . Bareilly (UP)
2. IG. E FTR ITB Police Lucknow (UP)
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- 4- IT Cell Dte Gen, ITBP Block-2 CGO Complex, Lodi Road, New Delhi (Through E-mail)
for putting advertisement on ITB Police website.
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6. Commandant 7/14/34/36 BN. Itb Police.


Annexure-20A.13.2 (New Annexure as per OMIMAN/224B)

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE (Applicable for inviting bidson2/3bid system)

The Commandant 3rd Bn, I.T.B Police Force, invites-on behalf of the President of India online supply bid on two bid system from approved, experienced and eligible suppliers & manufactures for following work:-

S.N	Name of work& Location	Estimated Cost put to bid Rs.	Earnest Money Rs.	Period of Completion	Period of downloading bid document	Last date& Time of submission of technical & financial bid	Last date and time of submission original Cost of bid Document and other Documents shall be submitted before opening of technical bid	Cost of bid form	Time and date of opening of technical bid
1	2	3	4	5	6	7	8	9	10
01	Name of Work:- Maintenance of Sewerage systems at 3Rd Bn, ITBP, Bukhara Camp Bareilly for the year 2019-20. (SH: Supply of Material)	3,38,030.00/-	6,761.00/-	02 (Two) Months	11-06-2019 To 17-06-2019	17-06-2019 up to 1600 Hrs	17-06-2019 up to 1600 Hrs	Rs. 500 + 13.5% Net total Rs. 568.00	18-06-2019 at 1630 Hrs.

1. The intending bidder must read the terms and conditions of tender form carefully. He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in & www.itbp.gov.in.
4. But the bid can only be submitted after Cost of tender fee and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Commandant, 3rd Bn. I.T.B Police, Bukhara Camp, Bareilly (U.P.) and other documents as specified. (Modified vide OMDG/MAN/303 dated 28.03.2014)
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
10. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0" (ZERO). Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
8. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at later date.
9. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
10. The bidder will submitted physical submission of EMD, attested registration document, PAN, TIN number and cost of bid form by the schedule mentioned in column 10.


Sig. of Asst. Com (Engr.)
Asstt. Commandant (Engr.)
व. गहिनी भा. लि. सी. पुलिस
3rd BN, I.T.B. Police

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11. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion. Not to be posted on website

Owner conditions for composite bids and any special condition as applicable may also be added and Press Notice and instruction to bidders may be modified suitably by NIT approving authority.

12. The e-tender document shall be uploaded online two(2) cover :-

13. List of Documents to be scanned and uploaded within the period of bid submission:

I. Treasury Challan/Demand Draft/Pay order or Banker's Cheque Deposit at Call Receipt/Bank Guarantee of any Scheduled Bank against EMD & Tender cost.


II. Experience Certificates if any.

III. Enlistment Order of the Supplier/Registration Certificate /TIN No.

IV. PAN Card

Instruction for E-Tendering:

- i) Only e-offers submitted online through e-procurement portal will be considered.
- ii) The bidders should keep checking the web site for any amendment/corrigendum to the Notice/Bidding documents till the date of online submission for bids and the bidder should incorporate the same in his bid documents.
- iii) Bids once submitted online cannot be resubmitted or withdrawn.
- iv) Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
- v) The bidders have to submit their bids online in electronic format with digital signature. The bids proposed without digital Signature will not be accepted. No proposal will be accepted in physical form.
- vi) Bids will be opened online as per time schedule mentioned in table.
- vii) Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
- viii) The department will not be responsible for delay in online submission due to any reasons.
- ix) All the required information forbid must be filled and submit online.
- x) Bidders should get ready with the scanned copies of tender documents, EMD & other documents as specified in the tender documents.
- xi) The details of tender documents, EMD specified in the tender documents should be the same as submitted online (Scanned copies) otherwise tender will summarily be rejected.
- xii) The firm should register himself on website <http://eprocure.gov.in/m/eprocure/app> and obtain user ID, password before bidding.
- xiii) Entire tender process will be carried out online through above mention website.
- xiv) Firms are advised to procure e-token/Digital Signing Certificate from suitable vendors or from any authorized agency.
- xv) Before submission of online Bids, Bidders must ensure that scanned copies of all necessary documents have been uploaded with the bid.


Sig. सहायक कमाण्डांत (इंज्.)
Asstt. Commandant (Engr.)
वृ. वाहिनी भा. ति. सी. पुलिस
3rd BN. I.T.B. Police

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Name of work :- Name of Work:-Maintenance of Sewerage systems at 3Rd Bn, ITBP, Bukhara Camp Bareilly for the year 2019-20. (SH: Supply of Material)

Name of contractor:-

Date of application: -

Tender form invited vide No: -

Tender form issued on Dated: -

Cost of tender form: - Rs. 500/- + 13.5% Net Total Rs. 568/- Each set.

Date& Time of opening of Technical Bid: - 18-06-2019 at 1630 hrs


Unit :- 3rd Bn ITB Police Bukahra, Bareilly (U.P.)

**INDO-TIBETAN BORDER POLICE FORCE (MHA) GOVT OF INDIA
TENDER FOR SUPPLY OF MATERIAL
INDEX**

<u>SL NO.</u>	<u>DETAILS</u>	<u>PAGE</u>
1.	Instructions to tenderer	
2.	Details of earnest money	
3.	Tender for supply of material	
4.	Terms and condition to be ensured by the tenderer	
5.	Schedule of quantities	
6.	Specification	

Signature of tender form issuing officer

Tender fee paid vide-----Tr.No.-----Date. -----


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INSTRUCTIONS TO TENDERERS


(With reference to the preparations and submission of tender for supply of Maintenance of Sewerage systems at 3Rd Bn., ITBP, Bukhara Camp Bareilly for the year 2019-20.(SH: Supply of Material)

To,

.....
.....

On behalf of the president of India, I have to state that.

1. Online supply bid for the supply of the articles shown in the attached schedule P-1 will be received by the Commandant 3rd Bn ITBP or website up to **17-06-2019/1600 hrs.** Tenders must be sent under a strong cover, securely fastened sealed with a distinctive device and conspicuously marked 'TENDER' FOR THE SUPPLY of Civil Material. They must be addressed to the **Commandant 3rd Bn. ITBP** and not to be any officer by Name. When a tender is sent by post, this cover must be enclosed in a second strong cover. The outer will be addressed to the **Commandant 3rd Bn ITBP, Bukhara, Bareilly (U.P.)** and will bear any indication of the contractor. They will be opened at the office of the above officer at **Commandant 3rd Bn ITBP, Bukhara, Bareilly (U.P.)** in the presence of the tenderers or the authorized representative present.
2. (i) The form of tender is attached showing the conditions of supply and includes a schedule on which you should fill in your rates both in words and in figures. Your rates should include patent rights (if any) and all freight charges or impositions whatever liveable in respect of the supplied (except in cases where the contractor is allowed by the law under which such duties may be exempted. Rates of imposition are levied to obtain subsequent and of sums so paid on presentation of the necessary certificate and unless otherwise stated in the schedule). You may not quote fractions of a paisa in giving those rates except in the case of mound/mile /carriage rates when friction so a paisa may be quoted. You are to sign and date both the tender and the schedule and also the "specification and condition" attached to the schedule (if not contained in the letter) additions or the signatory of the tender under his full signature should attach alterations if any.
(ii) It is not essential that you should tender for all the items shown in the schedule or even for more than one. You may submit two tender for each item if you wish to do i.e. (a) the rate at which you are willing to supply each item separately (b) a lower rate at which you are willing to supply in consideration of your tender rates for all the items being accepted but in the latter cases you must distinctly state that these rates are only on the place indicated above may be quoted separately.
(iii) Any special conditions or stipulations attached or referred to in the form of the tender shall prevail over the general conditions or stipulation. For stipulations contained therein so far as and to the extent to which the letter are if any may be repugnant to the former
3. You are to initial any erasures or alteration that may have been made in the forms before they are sent to you and also any erasures or alterations (if any) that you may accidentally make in course of completion of forms.
4. If you are firm (i.e. you have a partner or partners) each of you must sign the tender, the schedule and if it be most embodied in the schedule, the specification and conditions.


Sig. of **Asstt. Commandant (Engr.)**
Asstt. Commandant (Engr.)
तु. बाहिनी भा. ति. सी. पुलिस
3rd BN. I.T.B. Police

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If any partner were absent forms will be signed by his duly constituted attorney. If any partner signs the tender or any document forming part of the contract on behalf of the firm, the original partnership agreement or the power of attorney duly executed in his favour authorized him to bind the firm in all matters pertaining to the contract including the submission of any dispute relating to business of the firm to arbitration should be to the tender or such other document. If you (or any of your partners) were unable to write, you or he must make your / his mark to affix your / his seal instead and this mark or seal must be attached and dated by some responsible person. In case where verified copies of partnership deeds and power of attorney are held by the executive authorities having been submitted at the time of their registration, the following certificate only maybe attached to the under: -

"I/we certify that the constitution of my / our firm is as under.

- a) I am the manger and hold a proper power of attorney (copy attached) from other partners in my favour.
- b) The following whose signature(s) is/are appended is/are the partners of my/our firm as given in the original partnership agreement and that my/our documents have been signed by all partners shown there under: -

ADDERSS

SIGNATURE

First partner.....

Second partner.....

Sign of Manager

sign of sole proprietor

Note: - Item not applicable to be deleted

If your not a firm, the following certificate is to be attached to the tender.


I certify that I am the sole proprietor and there are no other partners doing business conjointly with me.

(In the case limited company registered in accordance with the article of association, the following certificate may be attached to the tender)

I certify that I am the managing director and I hold the power of attorney executed in accordance with the article of association of the company to sign all document on behalf the company.


In case where a partner of a firm dies before acceptance of the tender the surviving partner (s) and the legal representatives recognized of the deceased must renew the tender. The signatures of one recognized agent on behalf of the firm can only be adopted if he holds a proper power of attorney signed by all these partners. His power of attorney must be submitted for inspection at the time of tendering. It must in the case of partnership be signed by all the partners of the firm and must be properly stamped and registered with the district registration authorities. The collector of the Distt. Where it is executed.

1. You must send with the tender the amount of earnest money shown at the head does schedule. The earnest money must be made payable to the officer as mentioned in the tenders. This earnest money must be in one of the following forms.
 - (a) Demand draft from scheduled bank : State Bank Of India. These can be accepted provide the amount involved is not less than **Rs.6,761.00/-** or.


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- (b) Deposit at call receipt of a scheduled bank (including the State Bank Of India and its subsidiaries approved under the Bank Guarantee Scheme). This will be accepted under the conditions specified in conditions (I) of schedule attached to this tender.
2. The successful tenderer will be notified on acceptance of his tender in whole or in part. Till then no tenderer has any right to assume that his tender been accepted, in whole or in part and if any tenderer disregards this warning and makes any arrangement or incurs any expenditure in anticipation of receipt of notice of acceptance he will have no claim for compensation. On issue of the notice of acceptance, the tender will become a contract in so far as the notification shows the whole or part of the tender that has been accepted and the tenderer will furnish the security deposit as specified in the acceptance of tender and handover the treasury receipt/the bank deposit receipt/Govt. security etc. lodged as security deposit to the Commandant ITBP by the time and date as specified in the acceptance of tender. Until receipt of the security deposit in full or in the event of the non submission of the security deposit the earnest money will be retained and considered as part of the security and shall be subject to disposal by Govt. in accordance with clause 2 of the tender. The amount of this security deposit will be calculated in terms of rupees @5% of the value of the estimated of the contract for which your tender has been accepted and according to the rates tendered and accepted for the same.
3. These will be accepted at their surrender value at the time of tender. These certificates would be formally transferred to **Commandant 3rd Bn. ITB Police Bukhara, Bareilly** with the sanction of the head postmaster concerned.
- a) Promissory notes and stock certificate of the central or a state Govt. municipal debentures or part trust board. These will be accepted at 5% below the market price or at the face value whichever is less.
- b) Bank deposited receipt: - Deposit receipts of the state bank of India or its subsidiaries only will be accepted. The deposit receipt should be made in the name of the **Commandant 3rd Bn. ITBP, Bukhara, Bareilly (U.P.)**. The depositor should agree in writing to under take any risks involved in the investment.
- c) The bank should agree that on receipt of a signed treasury chalan and a withdrawal order from the pledge in respect of the deposited any part there - of, it will at once remit the amount specified in to the nearest treasury along with the chalan and send treasury receipt to the pledge.
4. The responsibility of the pledge in connection with the deposit and the interest on it will ceases when issued is final withdrawal order to the deposit and send intimation to the bank that he has done so.
5. Earnest money of a successful tender will be returned as the security deposit has been furnished (unless it will be used as part security) that of unsuccessful tenders (unless of forfeited under clause 9 below) will be returned immediately after rejection of the tenders.
6. The tender shall hold the offer open up to and including it is understood that the tender document have been sold/ issued to the tender and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and condition there of should the tender fail to observe and comply with the forgoing situation, the earnest money shall be for seated to the Govt. without prejudice to any other rights of the Govt. under the contract and the law the earnest money


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shall also be liable to be forfeited in full if the tender fails to furnish security deposit by the due date. No interest will be taken of any communication relates with withdrawal, revocation or amendment to the tender already submitted except when it is to form of a letter duly signed by the tender already submitted.

7. Tenders that do not comply with the above condition are likely to be rejected on that ground.
8. The approval or rejection of tender rest with the Asst. Commandant (Engr.), 3rd Bn ITB Police Bareilly who reserves to him self the right of the rejecting any tender or any item in a tender without assigning reason. The lowest tender will not of necessity be accepted.
9. The quantities stated on schedules as approximate requirement are only given as a rough guide and no claim for compensation will be made or intermined in case whose quantities are overdrawn or underwent. All indents may be complied with at the contract rates whether the quantities demanded therein be within or in excess of the approximate requirements.
10. Any further information required can be obtained on application on any working day except public holiday between 0900 hrs. to 1700 hrs. in the office of the Commandant 3rd Bn. ITBP, Bukhara, Bareilly (U.P.). These instructions to tenderer are to be signed by and returned with your tender.
11. Payment of bills of successful tender will be made after assent through bank draft or an crossed drafts.
12. Railway freight on all store imported by you in connection with requirement of the contract will be paid for you at public rates no Govt. credit notes be issued to you in this respect.
13. You will have no claim for compensation if any communication in coterie duty or in Railway freight or there charges granted by or understood to be allowed by the railway authorities by subsequently withdrawn by in the event of any duty of customs or exist on the articles for being imposed increased decreased or remitted after the date of the contract. The amount of such imposition increase or decrease or remission shall be added to or deducted from the contract price as the case may be.
14. No priority certificates or letters to railway or other authorities will be given to you facilitate the carrying out of the contract except that under exceptional circumstances which must be explained by you in writing and accepted by him as justifying such assistance the Commandant 3rd Bn. ITB Police Bukhara Bareilly. is authorised to address the Railway authorities to assist in supplying stores.

The giving of such assistance will in no way prejudice Govt. right to where the terms of the contract in case default.


Sig. of Asst. Comdr (Engr.)

Asst. Commandant (Engr.)
उ. वाहिनी भा. ति. सी. पुलिस
3rd BN, I.T.B. Police

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All the above condition is read by me/us.

Witness
address.

Signature of tenderer with full

Signature

Address

Occupation

Dated the

day of

200


Form no

TENDER FOR SUPPLY OF ALL ARTICLES.....

Detail of earnest money sent here with

(To be filled in by the tenderer)

Description no date face value in Rs.


Sig. of Asst. Comdt (Engr.)

Asst. Commandant (Engr.)

१. बंदरगाह या. डि. से. पुलिस

64 No. I.T.B. Police


Sig. of Supplier/s

To,

The President of India
Through Commandant
3rd Bn , I.T.B.P.
PO. Bukhara, Bareilly (U.P.)


Sir,

1. We the undersigned agree on acceptance of this tender in whole or in part to supply/render to the **Commandant 3rd Bn. ITBP, Bukhara, Bareilly (U.P.)** or his representatives duly authorised to act for him in accordance with such acceptance, so many much of the articles specified in the time during the period (or to such date as this period may be extended of this tender) subject to the condition and stipulations specified in this tender (including any schedules and 'specifications and conditions, Contained therein or attached there to) in the acceptance and in the instructions to tenderers (all of which constitute are hereafter referred to as the contract).
2. I/We shall deliver/render the supplies at my/own expense in such quantities at such times, in such manner, to such person and at such place (within the area covered by the contract as specified in the schedule) as the Asst. Commandant (Engr.), 3rd Bn. I.T.B.P., may direct.
3. Further in consideration of your agreeing to take form me/us and from no other contract the entire amount of supplies which the officer operating the contract may require within the period to the contract than such as Govt. may themselves supply, including produce obtained from their own stores/gardens and Dairies and subject to the provision of clause 6 here of I/We bind myself/ourselves not to revoke my/our tender during the after mentioned period.
4. I/We shall furnish as a security deposit within 15 days of issue of notice of the acceptance of this tender (in whole or in part) or before a commencement by me/us of the performance of the contract whichever is earlier (or within such extended time as may at the sole option of the Asst. Commandant (Engr.), 3rd, ITB Police be granted to me/us) the sum specified in the said notice of the acceptance and referred to in paragraph 4 of the instructions to tenderers and such deposit or the earnest money submitted with the tender if the security deposit has not been remitted at the time of the breach or non-performance will be liable to forfeiture in the events of any non-performance on my/our part of the contract if I/we fail to furnish such security deposit within that time aforesaid this contract will be forthwith terminated and earnest money forfeited under the orders of the officer sanctioning contract. If the security deposit is accepted in the form of a Bank draft deposit received which matures before the security deposit is returnable under clause -17(iii) hereof I/We shall be at liberty to renew same subject always to the line created in favour of Govt. under clause 7 of the Instruction to tenderer.
5. Any change in the constitutions of my/our firm shall be notified forthwith by me/us in writing to the authority sanctioning the contract and such change shall not relive any former member of the firm from any liability under the contract. No. new partner shall be accepted into the firm by me/us in respect of this contract written agreement to this effect by my/our receipt or acknowledgement of that of any partner subsequently accepted as above shall bind me / all of us and will be a sufficient discharge for any of the purpose of the contract.


Sig. of **Asstt. Comdr. (Engr.)**
Asstt. Commandant (Engr.)
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6. The officer sanctioning the contract may authorise such officers as he may wish to operate the contract on his behalf and I/We and my/our agent will accept and carry out instruction given by such officer (or issued by the officer or their representatives) in connection with contract as if these were issued by the officer sanctioning the contract.
7. All moneys or compensation payable by me/us to Govt. under the terms of the contract may be deducted from or realised or form interest arising there from or from any sums which may become due to me/us by Govt. under this contract or any other contract or any other account with the Govt. In the event of my/our security deposit being reduced by reason of any such deduction or sale as aforesaid or should the value of such receipt or securities depreciate in value during the period that they held as such security deposit. I/We shall within fifteen days from the date of me/our being called upon to do so, make good and in case of receipt of certificates of amount required to complete the security deposit to the original value.
8. (a) The officer to whom supplies are to be delivered (in the contract performed to as the officer operating the contract which expression shall include his duly authorised representative) may reject the supplies in whole or in part if in his opinion they are not in all respects in accordance with the contract.
- (b) I/we shall not charge or be paid for supplies rejected as above and such supplies shall be removed by me/us at once at my/our own expense.
- (c) Government shall be under the liability whatever of rejected supplies at my/our risk, If rejected supplies be not removed by me/us within fifteen days of rejection. The officer operating the contract shall be entitled to cause the same to be removed or to leave them on Govt. premises and to charge me/us rent for the space occupied, the amount of such rent being settled in case of dispute by the officer, sanctioning the contract or to sell or other wise dispose off goods on my/our behalf at my/our risk and to retain any money released (after paying expense of sale) towards any sum due from me/us.
- (d) I/We shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from cutting, tearing or any other harm incidental to a full proper examined and test such supplies.
- (e) Government shall in the event of rejection of supplies be entitled to demand replacement at my/our own cost of such supplies of the quality required.
9. In the event of: -
- a) Rejection of my/our supplies in paragraph 6 (i) above or of ,
- b) My/our failing declining neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of contract, the officer executing the contract shall be at liberty (without prejudice to any other remedy the Govt. may have on account of my claim for compensation received loss and inconvenience caused by such breach on non-performance of the contract) to purchase or to procurement to arrange from Govt. stock or otherwise, at my/ our expense such supplies as may have been rejected or that I/we may have failed, declined, neglected or delayed to supply, or such authorised substitutes therefore as are specified in the schedule there to and are approved by the officer operating the contract and any excess cost incurred over the contract price (together with all incidental charges and expenses)incurred in. Purchasing procuring or arranging for such supplies or in authorised substitutes and in case where issues in replacement are made from Govt. stocks or supplies the cost or value of such stocks or supplies together with all incidental charges or expense shall be recoverable from me/us on demand.



Sig. of Asstt. Commandant (Engr.)
Asstt. Commandant (Engr.)
तृ. वाहिनी भा. लि. सी. पुलिस
3rd BN. I.T.B. Police

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10. The Officer sanctioning the contract may rescind bind by issuing notice to me/us in writing.
- i) If I/we assign or sub-let my/our contract with out his written approval or if I/we attempt to do so.
 - ii) If I/we or are of my/our agent or servants shall.
 - a) Be guilty and found in respect of the contract or any other contract entered into by me/us with Govt.or
 - b) Directly or indirectly give, promise or offer any bribe gratuity, gift, reward or advantage/pecuniary or other wise to any officer or person in employment of the Govt.in any my relating to such officers or person officer or employment.
 - i. If any such officer or person mentioned in sub-paragraph(ii)(b) of this Para become in any way directly or indirectly interested in the contract.
 - ii. If I/we decline/neglect or delay to comply with any demand or requisition or any other may fail to perform or observe any condition of the contract.
 - iii. If I/we or any of my/our partners become insolvent or apply for relief as an insolvent or commence any insolence proceeding or make any composition with my/our creditors or attempt to do so or in the case of our being a registered company any.
 - iv. If it should transpire that I am with any other contractor(s)or that I am a Partner/we are partners in any other firm(s) on the approved list of ASC contractor.

In case of such rescission my/our security deposit or such portion thereof as the officer sanctioning the contract shall.

11. (i)The officer to whom supplies are to be delivered(in the contract referred be as the officer operating the contract, which expression shall including his duty authorised representation may reject the supplies in whole or in part if in his opinion they are not in all respects in accordance with the contract.
- (ii) I / We / shall not charge or be paid for supplies rejected as above, and such supplies shall be removed by me/us at once at my/our expense.
- (iii) I we/shall neither claim nor be entitled to payment for any damage that rejected supplies any suffer from cutting tearing or any other harm incidental to a full proper examination and test of such supplies.
- (iv) Government shall be under no liability whatever of rejected supplies and it shall be at my/ our risk .If rejected supplies be not removed by me/us within fifteen days of rejection, the officer operating the contract shall be entitled to me/us the same to be removed or to leave them on Government premises and to charge me/us rent for the space occupied the amount of such rent being detailed in case of dispute by the officer sanctioning the contract or to sell on otherwise dispose of the goods on my/our behalf and at my/our risk and to retain any money realised (after paying expense of sale)towards any sum due from me/us.
- (v)Government shall in the event of rejection of supplies be entitled to demand replacement at my/our own cost of such supplies of the recover from me/us the railway freight at public tariff rate on rejected supplies from the place of despatch to the place at which rejection took place.


Sig. of Asstt. Comdant (Engr.)
सहायक सेनापति (अभियंता)

Asstt. Commandant (Engr.)
वृ. वाहिनी भा. ति. सी. पुलिस
3rd BN. I.T.B. Police

Sig. of Supplier/s

12. In the event of :-

- 1) Rejection of my/our supplies described in paragraph 6(i) above or of
 - 2) My/Our failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of contract, the officer executing the contract shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim by such breach or non-performance of the contract) to purchase, or to procure or to arrange from Government stocks or otherwise at My/our expense, such supplies as may be been rejected or that I/we may have failed, declined, neglected or delayed to supply, or such authorised substitutes therefore, as are specified in schedule here to and are approved by the office operating the contract and any excess cost incurred over the contract price(together with all incidental charges expenses).
- 13 I/we shall oblige me/our servants and agents to confirm to any reasonable instructions to ensure these punctuality in attendance or supply cleanliness and respectful behaviour that may be given by the officer sanctioning the contract or the officer operating the contract.


14 (i) I/We shall submit the bill for the supplies made under the contract to the **Commandant 3rd Bn.ITB Police** or his representative duly accepted. These bills will be presented by me / us on the contract printed form and shall be receipt by me/us I and we supported by the receipted vouchers given to me/u and by receiving officers. The charges in these bills shall always be entered at the same rate for each supply as are shown in the schedule of the contract and under such clause of the schedule as pertains to it and is specified by the officer operating the contract in the requisition or order.

(ii) If any retrenchment be made in payment of any bill submitted by me/us other than in respect of an ordinary audit objection and except in respect of recoveries under paragraph 7&9 above on which final decisions have already been given, such retrenchment shall be subject to an appeal, if preferred by me / us in writing with in one month to the officer sanctioning the contract whose decision shall be accepted by me/us as final. If the retrenchment be withdrawn and submission of fresh bill for the amount retrenched be sanctioned I/we shall submit this bill to the commandant ITB Police or his representative with all necessary supporting voucher within fifteen days of such decision being given.

(iii) My/our security deposit or any balance thereof remaining at the end of the contract shall not be returned to me/us until my/our accounts have been finally and settled and until I/we have executed the usual NO DEMAND.

15. In the event of with drawl (or reduction in the number).....and consequent causing of or reduction in demand, I/we shall not entitle of any compensation. The officer sanctioning the contract will however make reasonable under hours to give warning of any impending complete withdrawal or of any reduction seriously effecting quantities likely to be required under the contract.

16. I/we acknowledge that I/we have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with the terms, clauses, conditions, specifications and other details of the contract and I/we shall not please ignorance of any of these as excuse in case of complaint against or of rejection of supplies tendered by me/us or with a view either to asking for enhancement of any rates agreed to in the contract or to evading or to evading any of my/our obligations under the contract.


Sig. of Asstt. Comdt (Engr.)
सहा० सेनांनी (अभि०)
Asstt. Commandant (Engr.)
तृ. वाहिनी भा. ति. सी. पुलिस
3rd BN. I.T.B. Police

Sig. of Supplier/s

17.(i) Any dispute of difference arising in the interpretation or application of provisions of contract, settlement of which is not herein provided for shall be referred to the sole arbitration of the officer sanctioning the contract or his successor in office or of any person notified by the govt.

(ii) The award of the arbitrator shall be final and binding on both the parties .

(iii) A demand for arbitration shall be in writing and made within. (a) The last of the delivery of goods according to the terms of the contractor. (b) In case where contract is cancelled wholly or partly, the date when the letter of cancellation is issued.

ii) Subject as aforesaid the arbitration act, 1940 or any statutory modification or re-enactment there or for the time being in force or any rules made there under shall apply to the arbitration proceeding under this clause.

18. If costs of operation of the contract are increased or decreased by an act of legislature during the currency of the contract of the contract then the contract rate will be correspondingly varied

Signature (s) or mark(s) of Tenderer

Witness:

Signature:-

Address

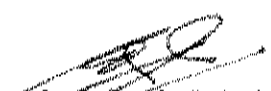
Station:-

Dated the ----- Day of -----

ANNEXURE TO THE TENDER"

OF-----AT

DURING-----



Sig. of Asstt. Comdant (Engr.)
Asstt. Commandant (Engr.)
वृ. वाहिनी भा. ति. सी. पुलिस
3rd BN. I.T.B. Police

Sig. of Supplier/s

GENERAL CONDITION

I/we agree that:

1. The supplies will be tendered in accordance with the specification and specification is as attached hereto
2. It is clearly said that the specification referred to above shall be interpreted as the minimum standard of size and quality of supply which shall be accepted and the goods supplied shall be the best according to the seasons.
3. (a) The Government reserves the right to the issue the produce of any Govt. aided/personal scheme either any within or without the area covered by the contract in lieu of any article being supplied by me/us under the contract and I/we shall have against the Government as damages or compensation on account of the suspension or cessation or supplies in full or in part caused by such issue .
(b) I/we shall ensure a sufficient and continuous supply of commodities through out the period of my/our contract with due regard to sub-para (a) and above.
4. The supplies tenderer will be subject to inspection and approval by the board of officer of the **Commandant, 3rd Bn. ITB Police** Force any supplies rejected by the above authorities on inspection before or during the issue will be replaced by me/us at once. If not replaced, the officer concerned may proceed to procure the supplies at my/our risk and expense under the provisions of clause 7 (ii) of the tender. Any supplies issued from Govt. stock in accordance with clause 7 (ii) of tender shall be charged at Government Issue rates published from time to time
5. In case of dispute between me/us and the officer operating the contract regarding quality/quantities of the supplies tendered I/we agree to above by the decision of the Asst. Commandant (Engr.), 3rd Bn. ITB Police of such officer as may be detailed by him to investigate the case and his decision shall be final and binding.
6. Delivery will be made on transport arranged for and paid by me/us. I/we will also provide and pay for labour for unloading the carts at places of delivery and for weighing over supplies to unit there.
7. The stores will be supplied in my/our own packing articles which I/we will arrange to recover of Railway Station for supply Depot or unit concerned under my/our own arrangements. Claims for loss or damage to packing material while in Government charge fair wear and tear expected will invariably be submitted by me/us within one calendar month if a alleged loss or damage. The amount to be paid will be settled by the Asstt. Commandant (Engr.), 3rd Bn. ITB Police or an officer deputed by him whose decision will be final.
(a) The receipt for transactions will be certified by the Engineer of the unit / SHQ concerned which will support my/our claim for audit and payment.
(b) I/we hereby agree that payment for supplies tender by me/us under the contract will be made to the credit of my/our account in a recognized bank in the Union of India.
(c) I we am/are required to acknowledge the receipt of all cheques bank drafts issue in my/our favour. Which regard to cheques sent to me/us by post. I/we shall acknowledge receipt within 15 days from the date of their receipt. Failure on my/our part to acknowledge receipt will render my/us liable to forfeit privilege of receiving cheques by post and unless I/we.


Sig. of Asstt. Comdt (Engr.)
राहत सेना (अभि)

Asstt. Commandant (Engr.)

तु. वाहिनी भा. लि. सी. पुलिस
3rd BN. I.T.B. Police

Sig. of Supplier/s

- (d) Furnish a satisfactory explanation for my/our default in this respect payment through cheques/bank draft sent by post shall not be resumed and I we shall be required to obtain cheque for future payment on this contract form the Commandant, 3rd Bn. ITB Police Force or his representative after rendering proper receipt.
- 8 In the event of an agent employed by me/us for the delivery of supplies, The supply officer concerned must approve such agent. Agent(s) considered Undesirable by the officer operating the contract will be replaced by me/us by suitable desirable person(s).
- 9 Any restriction whatsoever, imposed by the local or provincial Government in the export or import of the articles contracted for will not be accepted as an excuse for non-delivery of the same.
- 10 Under this contract I/we cannot refuse to provide for issue of the articles contracted for us substitute for any other item specified by **Asst. Commandant (Engr.), 3rd Bn. ITB Police** The items thus supplied will be paid for as per rates quoted un the schedule. I/we not be accepted as an excuse for non- delivery of the same.
- 11 I/we shall be responsible to pay octroi/terminal/sales/or any other tax liveable on contract supplies, to municipal, Cant or many other civil authorities.
- 12 I/we hereby agree that Govt. shall be discharged from all liabilities under the contract or otherwise in relation to the subject matter there to unless the arbitration or a suit, where such lies, is commended within six months from the expiration of the period mentioned in the schedules or any extension thereof.
- The officer sanctioning the contract may extend the period of six months aforesaid in writing if owing to audit objections it is not in the opinion of the officer sanctioning the contract practicable for me/us to commence such arbitration or suit in the period aforesaid. Nothing contained in the above provision shall to the refund if such portion of security deposit as in refundable to me/us after all admissible deductions.
- 13 We agree to your local purchase organisation carrying on the activities and exploring markets in area in which I/we obtain produce to meet demands under this contract, either for the purpose of purchasing any stores for building up reserve or augmenting supplies in other districts as may be required from time to time or as may be consistent within any state or other Govt. control which may be introduced during the currency of the contract.
- 14 Any restriction whatsoever imposed by the local or provincial on the export or import of the articles contracted for will not absolve me/us from the obligations of this contract and will not be accepted as an excuse for non-delivery of the same.
- 15 I/we fully understand that this contract is liable to be terminated at 20 days notice, should change in the system be ordered by the commandant, ITB Police Force.

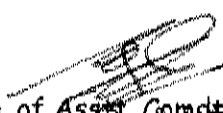
Sig. of **Asstt. Comdt (Engr.)**
सहायक सेनापति (अभियंता)

Asstt. Commandant (Engr.)
वृ. बहिनी भा. ति. सी. पुलिस
3rd BN, I.T.B. Police

Sig. of Supplier/s

Schedule of item's

S.N	Item code	Description of item	Unit	Qty	Rate	Amount
1	2	3	4	5	6	7
1	NDSR	Supply of OS1 Probiotic Bacterial Concentrate including liquid & Powder seeds Bacterial Culture Specification: 1. Strains- Lactobacillus, Yeast, Photosynthetic Bacteria 2. Appearance- Brown Liquid 3. pH: less than 4 4. Manufacture verified Material Safety Data Sheet (MSDS) issued to the bidder for the tender	Ltr	4280		
2	NDSR	Supply of Sugar based micronutrients	Kgs	3860		


 Sig. of Asstt. Comdant (Engr.)
 सहायक सेनाजी (अभि) (Engr.)
 Asstt. Commandant (Engr.)
 वृ. बाहिनी भा. लि. सी. पुलिस
 3rd BN. I.T.B. Police

Sig. of Supplier/s