

N.I.E.T

No. ITBP/3<sup>RD</sup> BN/QM/ WAGES/TENDER/2019-

4821

गृह मंत्रालय भारत सरकार

**MHA Govt.of INDIA**

कार्यालय सेनानी, तृतीय वाहिनी,

**Office of Commandant, 3rd BN**

भारत तिब्बत सीमा पुलिस, बुखारा कैम्प, पत्रालय- बुखारा कैम्प,

**Indo-Tibetan Border Police, Bukhara Camp, P.O. Bukhara Camp**

जनपद : बरेली, (उत्तर प्रदेश)

**Dist. Bareilly (Uttar Pradesh)**

**Fax No: 0581-2517375/9412738718, E-mail: COMDT3<sup>rd</sup> bn@itbp.gov.in**

Date-

7/6/19

**E-TENDER ENQUIRY NO.ITBP/3<sup>RD</sup> BN/QM/TENDER/CONTRACTUAL CIVIL LABOURS  
(UNSKILLED) AT 3<sup>RD</sup> BN I.T.B. POLICE**

On behalf of H.E. the President of India, Commandant 3<sup>rd</sup> Bn, ITBP, invites e-procurements tender under Two Bid system (Technical Bid and Commercial Bid) from reputed and experienced agencies for Supply of Contractual Civil Labours (Unskilled) on Contract basis at BHQ 3<sup>rd</sup> Bn I.T.B Police. Contract period Upto **31<sup>st</sup> March 2020** from issue of AT by Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH).

Tender Value :- 2,50,000/-

Earnest Money:-12,500/-

Tender Cost :- NIL

**CRITICAL DATE SHEET:-**

Publishing date	07/06/2019 ( 1600 HRS)
Document download start date	07/06/2019 (1700 HRS)
Clarification start date	09/06/2019 ( 1000 HRS)
Clarification end date	24/06/2019 (1700HRS)
Bid submission start date	10/06/2019 (1000 HRS)
Bid submission end date	27/06/2019 (1700 HRS)
Physical submission of Earnest Money Deposit	27/06/2019 ( 1100HRS)
Date and Time of opening of Bid	28/06/2019 ( 1100HRS)

(A) All details regarding the subject tender are available on our website [www.itbp.gov.in](http://www.itbp.gov.in) & [www.eprocure.gov.in/cppp/](http://www.eprocure.gov.in/cppp/). Any change / modification in the tender Enquiry will be intimated through these websites only. Bidders are therefore requested to visit these website regularly to keep themselves updated.

(B) Manually bids will not be accepted.

(C) For submission of E-Bids, bidders are required to get themselves registered with e-procure. gov.in website along with class-III Digital signature certificates issued by CCA under IT Act-2003.

(D) Any queries relating to the process of online bid submission of quarries relating to CPP portal in general may be directed to the 24x7 CPP portal helpdesk on Toll Free No. 18002337315.

(E) In case of any difficulty being faced while completing the above procedures the Following officers can be contacted at the given telephone number and e-mail ID :-

Telephone No.

E-Mail ID

a) Commandant [0581-2517375](tel:0581-2517375) / [9412738718](tel:9412738718)

COMDT3<sup>rd</sup> bn@itbp.gov.in

  
COMMANDANT

3<sup>RD</sup> BN. I.T.B. POLICE FORCE

For and on behalf of President of India

सेनानी /Commandant

तृतीय वाहिनी भारत तिब्बत सीमा पुलिस बल

3<sup>RD</sup> Bn I.T.B. POLICE

**TENDER FOR CONTRACTUAL CIVIL LABOURS (UNSKILLED)  
AT 3<sup>rd</sup> BN I.T.B. POLICE**

Tender Fee - NIL


**INSTRUCTIONS TO TENDERERS**

(With reference to the preparations and submission of tenders for the contractual civil labors (SEMI-SKILLED & UNSKILLED) given in the schedule attached to and at the Commandant 3rd Bn. ITBP Bukhara Camp, Dist- Bareilly (Uttar Pradesh) for the period of upto **31<sup>st</sup> March 2020** .

To -----  
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S. NO.	OFFICE WHERE SERVICES ARE REQUIRED	NAME OF ITEMS	QTY	APPROX COST	EARNEST MONEY	REMARKS
1	OFFICE OF THE COMMANDANT 3 <sup>rd</sup> BN INDO-TIBETAN BORDER POLICE FORCE MHA/ GOVERNMENT OF INDIA PO: BUKHARA CAMP, DISTT-BAREILLY (UTTAR PRADESH) -243004	CONTRACTUAL CIVIL LABOURS UNSKILLED	06	2,50,000 APPROX	12,500 ( 5% OF Tender Value )	The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time.

Tender No.	No. ITBP/3 <sup>rd</sup> BN/QM/ WAGES/TENDER/2019-
Name of Organisation	3 <sup>rd</sup> BN, Indo-Tibetan-Border Police
Publishing date	07/06/2019 ( 1600 HRS )
Document download start date	07/06/2019 ( 1700 HRS )
Clarification start date	09/06/2019 ( 1000 HRS )
Clarification end date	24/06/2019 ( 1700HRS )
Bid submission start date	10/06/2019 ( 1000 HRS )
Bid submission end date	27/06/2019 ( 1700 HRS )
Physical submission of Earnest Money Deposit	27/06/2019 ( 1100 HRS )
Date and Time of opening of Bid	28/06/2019 ( 1100 HRS )
Depositing of EMD .	Tender box kept at SM office, 3 <sup>rd</sup> BN, ITBP, Bukhara Camp, P.O. Bukhara Camp ITBP, Distt-Bareilly (Uttar Pradesh) for receiving only original copy of EMD before bid submission closing date.
F.O.R. Destination.	Contractual Labour will be provided free of cost to the consignee Commandant, 3rd BN, ITBP, Bukhara Camp, P.O. Bukhara Camp ITBP, Distt-Bareilly (Uttar Pradesh), at firm's own risk and no lodging/boarding will be provided.
Address for Communication	COMMANDANT, 3 <sup>rd</sup> BN, INDO-TIBETAN BORDER POLICE FORCE MHA/ GOVERNMENT OF INDIA PO: BUKHARA CAMP, DISTT-BAREILLY (UTTAR PRADESH) PIN-243004

  
Commandant  
3<sup>rd</sup> Bn., I.T.B. Police

Signature of Tenderer's

सेनानी / Commandant  
तृतीय बाहिनी भारतीय सीमा पुलिस बल  
3<sup>rd</sup> Bn I.T.B. POLICE

1. 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 tenders for each contract/service. If you wish to do so, i.e. (a) the rate at which you are willing to supply contract/service separately. (b) A lower rate at which you would supply. In consideration of your tender rates for all the items being accepted, but in the later cases, you must distinctly state that these rates are only tendered on this consideration. The rates for supply of the article at the place indicated above may be quoted separately.

2. Any special conditions or stipulations attached or referred to in the form of the tender shall prevail over the general conditions or stipulations contained therein so far as and to the extent to which the later are in any way repugnant to the former.

3. You are to initial any erasures or alteration that may have already been made in the forms before they are sent to you and also any further erasures/alteration (if any) that you may accidentally make in the course of completing the forms.

4. If you are firm (i.e., if you have a partner or partners) each one if you must sign the tender, the Schedule and if it be not embodied in the Schedule, the "Specifications and conditions", if any partner be absent these forms will be signed by his duly constituted attorney. If any partner signed the tender or any documents forming part of contract on behalf of the firm the original partnership agreement or the power of attorney duly executed in his favour authorizing 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 attached to the tender of such other document. If you (or any of your partners) are unable to write, you (or he) must make your (his) mark and affix your (his) seal instead and this mark or seal must be attested and dated by some responsible person. In cases 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 may be attached to the tender:-

I/We certify that the constitution of my/our firm is as under:-

a) I am the manager 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 here under:

ADDRESS

SIGNATURE

First partner -----

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Second partner -----

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Signature of Manager

Signature of Sole Proprietor

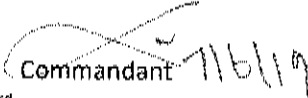
Note: Item not applicable to be deleted.

If you are not a firm the following certificate is to be attached to the tender:-

"I certified that I am the sole proprietor and there are not other partners doing business conjointly with me."

In the case of a Limited Company registered in accordance with the Articles of Association, the following certificate may be attached to the tender:-

"I certified that I am the Managing Director and I hold the power of attorney executed in accordance with the Articles of Association of the company to sign all documents on behalf of the company."

  
Commandant  
3<sup>rd</sup> Bn., I.T.B. Police

Signature of Tenderer's

सेनाली/Commandant  
तृतीय वाहिनी शांति०सी० पुलिस बल  
3<sup>rd</sup> Bn I.T.B. POLICE

In case where a collaborator of a firm dies before acceptance of the tender. The surviving partner (or partners) and the legal representative of the deceased must renew the tender. The signature of one recognized agent on behalf of a firm can only be accepted if he holds a proper power of attorney signed by all these partners. This power of attorney must be submitted for inspection at the time of tendering. It must in the case of a registered Company be executed in accordance with the Articles of Association of the company and in the case of a partnership, be signed by all the partners of the firm and must be properly stamped and registry with the district registration authorities. The stamp duty payable can be ascertained from the office of the Collector of the District where it is executed.

5. You must send with the tender, the amount of earnest money shown at the head of the schedule. The earnest money must be made payable to the officer calling for the tenders. This earnest money must be in one of the following forms:-

a) TDR/FDR or bank Guarantee in favor of Commandant 3<sup>RD</sup> BN, ITBP, Bukhara Camp, Bareilly (Uttar Pradesh)

6. 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 has 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 show the whole or part of the tender that has been accepted and the tender will furnish the security deposit as specified.

In the acceptance of Tender and handover the Treasury Receipt the bank deposit receipt Government security etc. lodged as security Deposit to the Commandant 3<sup>RD</sup> Bn., ITB Police, Bukhara Camp, Dist Bareilly (Uttar Pradesh) by the time and date as specified in the acceptance of tender unit 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 Government in accordance with clause 2 of the tender. The amount of this security deposit will be calculated during the period of contract for which your tender has been accepted and according to the rates tendered and accepted for the same:-

(i) 10% of total contract value.

7. Security money may be deposited in treasury receipt may be submitted in proof thereof Security Money may be submitted in any of following forms:-

(a) National Saving Certificate: These will be accepted at their surrender value at the time of tender. These certificates should be formally transferred to Commandant 3<sup>RD</sup> Bn., ITB Police with the sanction of the Head Post Master concerned.

(b) Promissory note on stock certificate of the Central or a state government municipal debentures or port trust board.

(c) Banks deposit receipt:- Deposit receipt of the State bank of India or its Subsidiaries only will be accepted.


(d) Government Securities (including Post Office Cash Certificates, Defense Saving Certificate, national Saving Certificate and national Plan Certificate).

2. The depositor should agree in writing to undertake any risks involved in the Investment.

3. The bank should agree that on receipt of a signed treasury Challan and withdrawal order from the pledge in respect of the depositor any part thereof. It will at once remit the amount specified into the nearest treasury along with the challan and sent treasury receipt to the pledge.

4. The responsibility of the pledge in connection with the deposit and the interest on it will cease when the issue a final withdrawal orders to the depositor and sent intimation to the bank that he has done so.

8. Earnest money of a successful tender will be returned as soon as the security deposit has been furnished (unless it will be used as part of the security) that of unsuccessful tenderer (unless of forfeited under clause 9 below) will be returned immediately after rejection of the tenders.

  
Commandant  
3<sup>RD</sup> Bn., I.T.B. Police

Signature of Tenderer's

सेनानी / Commandant  
तृतीय बटाली भारतीय पुलिस बल  
3<sup>RD</sup> BN I.T.B. POLICE

9. The tenderer shall hold the offer open upto and including the period mentioned in para of the tenders schedule. It is understood that tender documents have been sold/issued to the tenders and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the forgoing stipulation, the earnest money shall be forfeited to the Government without prejudice to any other rights of the Govt. under this contract and the law. The earnest money 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 payable on the amount of the earnest they in any case. No cognizance will be taken of any communication relating to withdrawal, revelation or amendment to the tender already submitted except when it is in the form of a letter duly signed by the tenderer, if the tenderer is an individual, by all the partners of the firm of the tenderer or their duly accredited attorney if the tenderers are partnership of firm and by a person having express authority in the case of a limited company, which should reach the office of the Commandant, 3<sup>rd</sup> Bn., ITB Police, Bukhara Camp Bareilly (Uttar Pradesh) before the last date prescribed for the submission of the sealed tenders. The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason.

10. Tenders that do not comply with the above conditions are likely to be rejected on that ground.

11. The approval or rejection of tenders rest with the Commandant 3<sup>rd</sup> Bn, ITB Police who reserves to himself the right of rejecting any tender or any item in a tender without assigning any reason thereof. Lowest tender will not necessary be accepted.

12. The quantities stated on schedule are 'Approximate Requirements' and are only given as a rough guide and no claim for compensation will be made or entertained in case these quantities are overdrawn or under drawn. All the indents must be complied with at the contract rates whether the quantities demanded therein be within or in excess of the said Approximate Requirements.

13. Any further information required can be obtained on application on any working day between 10 A.M. to 5 P.M. to the Commandant 3<sup>rd</sup> Bn., ITB Police, Bukhara Camp, Bareilly (Uttar Pradesh).

14. These 'Instructions to Tenderer' are to be signed by you and returned with your tender.

15. Tenderer must have Goods and Services tax registration

16. Tenderer should have E.P.F and ES.I registration with competent authority.

17. Tenderer must have PAN/TAN/GIR card.

18. Bidder must have a valid Labour License.

19. No claim will be made by firm or by the contractual labour's family member in case of any illness/death in the camp. Tenderer will be fully responsible and will give necessary benefit for the illness/death of the labour and no claim will be made in case.

20. Tenderers will submit all details (ID Proof) of each labour after successful tender and will be responsible for authentication of each labour. Police verification will also be carried out of each labour after successful tender.

21. In the Online BoQ, the bidder should only quote the Service Charges per manpower per month for both Unskilled / Semiskilled manpower.

22. The Service charges quoted by the bidder shall remain firm during the entire period of the contract.

23. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable or illogical rates.

24. Bid Price shall be quoted inclusive of applicable taxes, duties, levies etc. except Service tax. The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

COMMANDANT

3<sup>rd</sup> Bn., I.T.B. Police

All the above conditions are accepted by me/us

Name

Witness Address

Occupation

Station

Dated the day of \_\_\_\_\_ 201\_\_

Signature of Tenderer's

Commandant  
सैनानी/Police  
सुनीय वाहनी भाउसिंह/Police  
3<sup>rd</sup> Bn I.T.B. POLICE

Signature of Tenderer's 3<sup>rd</sup> Bn.,

Details of earnest money sent herewith

To be filled in by the tenderer

To

(The President of India through Commandant 3<sup>rd</sup> Bn., ITB Police, Ministry of Home Affairs, Govt. of India, Bukhara Camp, PO-Bukhara Camp ITBP, Dist. Bareilly (Uttar Pradesh)

1. I/We, the undersigned, agree on acceptance of this tender in whole or in part to supply/tender to the Commandant, 3<sup>rd</sup> Bn, ITB Police or his representatives duly authorized to act for him, in accordance with such acceptance, so any/much of the articles specified in the schedule hereto or as he may actually required from time to time during the period as prescribed (or to such date as this period may be extended of this tender ), subject to the conditions and stipulations specified in this Tender(including any Schedule & "Specifications and conditions" contained therein or attached thereto), in the acceptance and in the instructions to tenderers" (all of which constituted & are hereafter referred to as the " contract").

I/We shall deliver/render the supplies at my/our expense in such quantities, at such times, in such manner, to such person and at such place (within the area concerned by the contract, as specified in the schedule as the Commandant 3<sup>rd</sup> Bn ITB Police Bukhara Camp Bareilly (Uttar Pradesh) may direct further, in consideration of your agreeing to take from me/us and from no other contractor the entire amount of supplies which the offer or officers operating the contract may require within the period of the contract other than such as Government may themselves supply, including product obtained from their own stores/gardens and Dairies and subject to the provisions of clause 7 thereof I/we bind myself/ ourselves not to revoke and my/our tender during the aforementioned period.

2. I/we shall furnish as a Security Deposit, within 30 days of issue of notice of the acceptance of the tender (in whole or in part), or before the 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 Commandant 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 Tenders" and such depositor 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 the time aforesaid this contract will be forthwith terminated and earnest money forfeited under the orders of the Officer sanctioning contract, if the security deposit within the 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 deposit receipt which measures before the security deposit is returnable under clause 17(ii) hereof,. I/we shall be at liberty to renew same subject always to the lien created in favor of Government under clause 7 of the "Instructions to Tenderers.

3. 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 relieve any former member of the firm from any liability under the contract. No new partner/partners shall be a accepted into the firm by me/us in respect of contract unless he/they agree(s) to abide by in respect all its terms and conditions & deposit (s) with the officer sanctioning the contract a written agreement to this effect.

My/Our receipt or acknowledgement or that of any partners subsequently accepted as above shall bind me/all of us and will be a sufficient discharge for any of the purpose of the contract.

Commandant 1/5/19  
3<sup>rd</sup> Bn., I.T.B. Police

Signature of Tenderer's

सेनानी/Commandant  
तृतीय बटाली भारतीय पुलिस बल  
3<sup>rd</sup> Bn I.T.B. POLICE

4. The Officer sanctioning the contract may authorize such Officer he may wish to operate the contract on his behalf and I/We & my/our agent will accept and carry out instruction given by such Officers (or their representatives) in connection with contract as if these were issued by the Officer sanctioning the contract.

5. All moneys or compensation payable by me/us to Government under the terms of the contract, may be deducted from or realized or from 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 deposit, I/We shall, within fifteen days from the date of my/our being called upon to do so, make good in case of receipts or securities the amount required to complete the security deposit to the original value.

6. (i) The Officer to whom supplies are to be delivered (in the contract referred to as the Officer operating the contract, which expression shall include his duly authorized 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.

(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 own expense.

(iii) 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 examination and test of such supplies.

(iv) Government shall be under no liability whatever of rejected supplies and they 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 cause the same to be removed and to charge me/us with all expenses incurred in such removal or to leave them on Govt. premises and to charge me/us rent for the space occupied, the amount of such rent being/settle. In case of dispute, by the officer sanctioning the contract or to sell or otherwise dispose of the goods on my/our behalf and at my risk

and to retain any money realized (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, permitted to recover from me/us the railway freight at public traffic rate on rejected supplies from the place of dispatch to the place which rejection took place.

7. In the event of:-

(i) Rejection of my/our supplies described in paragraph 6(i) above or of.

(ii) My/our failing, decline, 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 the contract shall be at liberty (without prejudice to any other remedy the Government may have no account of any claim for compensation against loss and inconvenience caused 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 have been rejected or that I/we may have failed, declined, neglected or delayed to supply, or such authorized substitutes therefore as are specified in the Schedule here 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 stocks or supplies (together with all incidental charges or expenses), shall be recoverable from me/us on demand.

8. The Officer sanctioning the contract may rescind this contract by notice to me/us in writing:-

(i) If I/we sign or sub let my/our contract without his written approval, or if I/we attempt to do so.

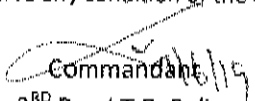
(ii) If I/we or any of my/our agents or servants shall

(a) Be guilty or fraud in respect of the contract, or any other contract entered into by me/us with Govt. or

(b) Directly or indirectly given, promise or offer any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, to any officer or person in the employment of the Government in any way relating to such Officer's or person's office or employment.

(iii) If any such officer or person, mentioned in sub-paragraph (ii)(b) of this para, become in any way directly or indirectly in the contract.

(iv) If I/We decline, neglect, or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of the contract.

  
Commandant  
3<sup>RD</sup> Bn., I.T.B. Police  
सैनानी / Commandant  
तृतीय बटाली भारतीय पुलिस बल  
3<sup>RD</sup> Bn I.T.B. POLICE

Signature of Tenderer's

(v) If I/We or any of/our partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with my/our creditors or attempt to do so or in the case of our being a registered company, any order be duly made or any resolution be duly passed for the winding up of the company.

(vi) If it should transpire that I am/we are doing business conjointly with any other contractor(s) or that I am partner/we are partners in any other firm(s) on the approved list of ASI contractors.

In case of such rescissions, my/our security deposit (or such portion thereof as the Officer sanctioning the contract shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of Government without prejudice to any other remedy or action that the government may have to take. If this contract be for supply at more than one station, its rescissions under these conditions shall not be affected by the accept are meanwhile or subsequently of supplies, accepted or made at any station in ignorance of the rescissions.

In the case of such rescissions, the Government shall be entitled to recover from me/us on demand any extra expense the Government may be put to in obtaining supplies hereby agreed to be supplied, from elsewhere in any manner mentioned in clause 7 (ii) hereof for the period for which this contract was entered into without prejudice to any remedy the Government may have.

9. Notwithstanding anything here in before contained without prejudice thereto the Officer operating the contract may recover, from me/us a compensation such sums as he considers reasonable.

(i) If any goods entrusted to me/us under the contract be lost, damaged or depreciated unless such/loss damage or depreciation be due to the act of God or the enemies of the Govt.

(ii) If I/We fail to observe or perform any condition of the contract.

(iii) If labour found unsuitable/not able to work as per expectation.

10. Decision as to recovery of money from me/us in respect of purchase or arrangement at my/our expense or of compensation by order of the Officer operating the contract under paragraph 7 or 9 above and/any order for rescission or the contract by the Officer sanctioning the contract under paragraph 8 above shall be subject to an appeal, if preferred in writing, by me/us within fifteen days of issue of such decision or order to Government officer, whose decision will be accepted as final.

If such appeal be not duly notified to the Government within this period the original decision or order in question shall be accepted as final.


11. I/We shall be liable to pay rent for any Government land if and when occupied by me/us in the course of the contract at a rate to be fixed by the officer sanctioning the occupation of the land and intimated by the officer sanctioning the contract.

12. No payment will be made in advance for any supplies/contractual labour under this contract.

13. On the supplies being accepted I/we shall be entitled to be furnished with a certificate from the proper officer of Govt. to the effect that such supplies have become the property of Government for the purpose of enabling me/us to obtain a refund to the amounts paid by me/us for octroi duty in respect of such supplies provided such refund is permissible by the law under which such octroi duty has been levied.

14. If during the currency of the contract, this specification of any article or articles to be supplied there under by changed I/we shall continue to supply the said article or articles in accordance with the new specification at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement has been arrived at, shall be rescind but no such change shall effect the supply of any of the other articles under the contract or entitle me/us to any compensation.

15. I/we shall oblige my/our servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or supply, cleanliness and respectful behavior that may be given by the officer sanctioning the contract or the officer operating the contract.

  
Commandant  
3<sup>RD</sup> Bn., I.T.B. Police  
सेनाधीन/Commandant  
तृतीय वाहिनी मल्लिकार्जुन पुरिस बल  
3<sup>RD</sup> Bn I.T.B. POLICE

Signature of Tenderer's



16. (i) I/we shall submit the bill for the supplies made under, the contract to the Commandant 3<sup>rd</sup> Bn., ITB Police or his representative duly accepted. These bills will be presented by me/us on the correct printed forms and shall be pre received by me/us and be supported by the receipted voucher given to me/us and by receiving officers. The charges in these bills always be entered at the same rates for each supply as are shown in the schedule of the contract and 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 or recoveries under paragraph 7 and 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 within 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 3<sup>rd</sup> Bn., ITBP or his representative with all necessary supporting vouchers within fifteen days of such decision being given.

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

17. In the event of withdrawal or reduction in the number of items and consequent ceasing of or reduction in demand, I/we shall not entitled to any compensation. The Officer sanctioning the contract or officer operating the contract will however, make reasonable Endeavour's to give of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under the contract.

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

19. (a) Any dispute or difference arising in the interpretation or application of provisions of contract, Settlement of which is not herein force provided for, shall be referred to the sole arbitration of the officer sanctioning the contract or his successor in office or of any person nominated by the Government.

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

(c) A demand for arbitration shall be in writing and made within three months from the date of termination of the contract. The date of termination of the contract shall mean and include:-

(i,)the last date of the delivery of goods/contractual labour according to the terms of the contract;

(ii) in case where the contract is cancelled wholly or partly, the date when the letter of cancellation is issued.

(d) Subject as aforesaid the Arbitration Act 1940 or any statutory modification or re-enactment thereof for the time being in force or any rules made there under shall apply to the arbitration proceedings under this clause.

20. If costs of operation of the contract are increased or decreased by an act of Legislature during the currency of the contract, then the contract rate will be corresponding/ varied.

Signature(s) of mark(s) of tenderer(s) .....

Witness .....

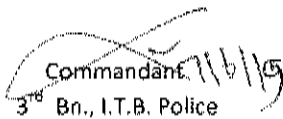
Name : .....

Address: .....

Occupation : .....

Station .....

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

  
Commandant  
3<sup>rd</sup> Bn., I.T.B. Police

Signature of Tenderer's

सेनानी / Commandant  
तृतीय बटालियन, इ.टी.बी. पुलिस  
3<sup>rd</sup> Bn I.T.B. POLICE

## ANNEXURE TO THE TENDER

I/We agree that:

1. The supplies will be tendered in accordance with the specifications and special conditions attached hereto. I/we will provide Identity card (ADHAAR Card) of each labour and you can verify with local police.
2. It is clearly understood that specifications 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 season.
3. (a) The Government reserves the right to the issue the product of any Government or Government aided/sponsored schemes 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 claim against the Government as damages or compensation on account of the suspension or cassation of supplies in full or in caused by such issues.  
(b) I/we shall ensure a sufficient continuous supply of commodities/Manpower through the period of my/our contract with due regard to sub para (a) and above.
4. The supplies rendered will be subject to inspection and approval by the Board of officers of the Commandant 3<sup>RD</sup> BN., ITBP. Any supplies rejected by the above authorities on inspection before or during the issues will be replaced by me/us at once. If not replaced, the officer concerned may proceed to procure the supplies at my/us risk and expenses under the provisions of Clause 7 (ii) of the tender.  
Any supplies issued from Government stock in accordance with Clause 7 (ii) of tender shall be charged at Govt. issue rates published from time to time.
5. In case of dispute between me/us & the officer operating the contract regarding quality/quantities of the supplies tendered I/we agree to abide by the decision of the Commandant 3<sup>RD</sup> Bn., ITBP or 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 by me/us. I/we will provide and pay for labour and is my/our whole sole responsibilities for timely payment & delivery of labour .
7. I shall provide timely labour as per requirement by your office. Any time without any reason if Labour is rejected by you due to unsuitability, Labour will be replaced by me/us in 24 hours.
8. (a) The receipt for transactions will be certified by the Commandant of the Battalion concerned, which will support my/our bills for audit and payment.  
(b) I/we hereby agree that payment for supplies/labours tendered 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 issued in my/our favour. With 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 furnish a satisfactory explanation for my/our default in this respect payment through cheques/Bank Drafts sent by post shall not be resume and I/we shall be required to obtain cheques for future payment on this contract from the Commandant 3<sup>RD</sup> Bn., ITBP or his representative after rendering proper receipt.
9. In the event of an agent employed by me/us for the delivery of supplies such agent must be approved by the Supply Officer concerned Agents(s) considered undesirable by the officer operating the contract will be replaced by me/us suitable desirable person(s).
10. Any restriction whatsoever imposed by the local or provincial Government 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.
11. Under this contract I/we cannot refuse to provide for issue of the articles contracted for us substitute for any other item or items specified by Commandant 3<sup>RD</sup> Bn, ITBP the items thus supplied will be paid for as per rates quoted in the schedule. I/we will not have any claim for special rates in respect of articles thus provided.
12. I/We shall be responsible to pay claim or any other liability on contract supplies, to contract labour or any other family member and your office is not responsible for any un-toward incident in or out of the campus.

Commandant

3<sup>RD</sup> Bn., I.T.B. Police

सेनाली/Commandant

तृतीय बहिना भातलडडी० पुलिस बल

3<sup>RD</sup> Bn I.T.B. POLICE

Signature of Tenderer's

13. I/We fully understand that this contract is liable to be terminated as 20 days, notice, should be changed in the system be ordered by the Commandant 3<sup>RD</sup> Bn., ITBP.

14. I/we hereby agree that Government 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 commenced within six months from the expiration of the period mentioned in the schedule or any extension thereof.

The Officer sanctioning the contract may extend the period of six months aforesaid in writing owing to audit objection 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 apply to the refund of such portion of security deposit as is refundable to me/us after all admissible deductions.

15. I/We agree to your Local Purchase Organization carrying on its activities & exploring markets in area in which I/we obtain product to meet demands under this contract, either for the purpose of obtaining statistical records or 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 with any state or other Government control which may be introduced during the currency of this contract. Schedule to this tender form as referred in Clause 1 of tender & clause 2(i) of instruction to the tenderer)

Earnest money Rs.12,500/- (In figures & in words ( Rs.Twelve thousand & Five Hundred only) as given below)

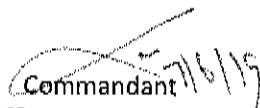
Amount of security Deposit: To be prescribed on acceptance of tender.

Period of contract: UPTO 31<sup>st</sup> March 2020 FROM THE DATE OF AWARD OF CONTRACT.

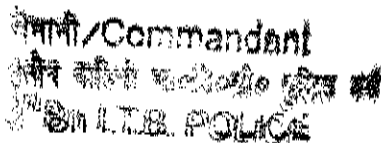
Limit within the Contract be in force: 3<sup>RD</sup> Bn, ITBP BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH).

Sl. No.	Description of CONTRACT LABOUR	With Specializations & others details	Approximate requirement in units	Rates tendered for delivery at BHQrs.	2% of the cost of the LABOURS given in column at the tendered rate	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(Schedule attached at appx. "A")

  
Commandant  
3<sup>RD</sup> Bn., I.T.B. Police

Signature of Tenderer's

  
Commandant  
3<sup>RD</sup> Bn, I.T.B. POLICE

## TERMS AND CONDITIONS

1. The Purchaser : The President of India.
2. Inspection Authority : COMMANDANT 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH)
3. Inspecting Officers : BOARD OF OFFICERS
4. LABOUR REQUIRMENT : At 3<sup>RD</sup> Bn. on requirement basis from 0800 HRS to 1700 HRS.
5. Labour Providing Instructions : Successful tenderers should provide labour from 0800 HRS to 1700 HRS as per unit requirement.
6. Consignee : Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH)
07. Two Bid System: -

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

(A) FIRST COVER SHOULD CONTAIN THE SCANNED COPIES OF FOLLOWING ELIGIBILITY INFORMATION

- i) Scanned copy of Technical bid along with its specification leaflets, brochure if any.
- ii) Scanned copy of Earnest Money, if applicable.
- iii) Scanned copy of Registration Certificate.
- iv) Scanned copy of PAN Card.

(B) SECOND COVER SHOULD CONTAIN THE FOLLOWING-

Price bid/Financial Bid to be submitted online as per Financial Bid

8- Only the first cover containing Technical Bid will be opened on the date indicated for Tender opening. Price bids of only those firms will be considered for opening whose offers are complete as per T/E.

9- Quantity:

S.NO.	NAME & SPECIFICATION	QTY	REMARKS
1	CIVIL UNSKILLED LABOUR	06	The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time.

10- Period of Contract:- Upto 31<sup>st</sup> March 2020 from Issue of AT by Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH).

11- TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:

- i) Office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to Patent office with pay bill, EPF and ESI Details.
- iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the Patent Office every month.
- v) The normal time to make the payment by the Patent Office is 45 days to 60 days from the date of receipt of the bill.
- vi) Contractor shall be capable to pay the wages as per tender document timely before 10th of every month from his own resources.
- vii) Contractor shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by Patent Office due to unavoidable circumstances.

Commandant  
3<sup>RD</sup> Bn., I.T.B. Police

सेनानी / Commandant  
हृदीय वाहिनी भा. ति. सी. पुलिस बल  
3<sup>RD</sup> Bn I.T.B. POLICE

Signature of Tenderer's

viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of Patent Office.

ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.

x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.

xi) Requisite manpower shall be provided within 10 days from the acceptance of the contract.

13- The Commandant 3<sup>RD</sup> Bn reserves the right to cancel/reject any or all the tenders without assigning any reason. The Commandant 3<sup>RD</sup> Bn reserves the right to accept partly or to reject any offer without assigning any Reason thereof.

14- NO CLAIM/COMPENSATION IN ANY CASE WILL BE ENTERTAINED BY THIS OFFICE.

SUCCESSFUL TENDERER WILL PROVIDE ALL COMPENSATIONS/CLAIMS on account of the suspension or cassation of supply of laboures in full or in caused by such issues.

15- Availability of Tender

Online bidding through CPPP e-Procurement System.

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

16 -Time Schedule:- As per Page No.01 of T/E.

17- All documents should be submitted electronically in PDF format.

18- EARNESTMONEY DEPOSIT (EMD):- Rs.12,500/- ( Rupees Twelve Thousand Five Hundred only )

a. EMD has to be submitted.

b. The EMD has to be submitted through FDR/TDR or Bank Guarantee in favor of Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH) physically before bid submission end date and time as per time Schedule otherwise bids will be rejected. However the scanned copy of FDR/TDR or Bank Guarantee must be uploaded (PDF format) electronically on <http://eprocure.gov.in/eprocure/app>.

c. All firms who are not registered with DGS & D/NSIC for subject store are required to deposit earnest money equivalent to the amount as mentioned in the tender schedule.

d. In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, such tenders shall be rejected straightway.

e. The Earnest Money Deposit (EMD), without any interest accrued will be refunded in any of following eventual situations: - .

f. In the case of those Bidders who fail to qualify the eligibility criteria, or whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of Tender committee recommendations.

g. The Earnest Money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.

19- Online Bid Submission Process


a) Online bids (complete in all respect) must be uploaded on <http://eprocure.gov.in/eprocure/app> in latest by **1700 Hours on 27.06.2019.**

b) The Online bids should be submitted in two Envelopes as per para 20 of tender documents.

c) In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings,

d) Tender bid must contain the name and office address including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.

e) Un-signed un-stamped bid shall not be accepted.

  
Commandant  
3<sup>RD</sup> Bn., I.T.B. Police

Signature of Tenderer's

सेनानी/Commandant  
तृतीय बहिरी भारतीय सी. पुलिस बल  
3<sup>RD</sup> Bn I.T.B. POLICE

- f) All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- g) Bids are NOT submitted as per the specified format and nomenclature, the tender should be rejected.
- h) Ambiguous bids will be out rightly rejected.
- i) ITBP will NOT be responsible for any delay on the part of the vendor in obtaining NOT the terms and conditions of the tender notice or submission of the tender bids.
- j) The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

#### LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- (i) The contracting agency shall ensure that the individual civil unskilled manpower deployed in the F/O The Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH) confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- (ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.
- (iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.
- (iv) O/o The Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH) have six working days (i.e. Monday to Saturday) in a week from 0800 a.m. to 1700 p.m. with a lunch break of One hour from 1.00 p.m. to 2.00 p.m. Besides this, the Department observes Gazetted holidays notified by the Government of India. However, un-skilled manpower are required to work from Monday to Saturday as per the above mentioned timing.
- (v) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Semi-skilled/Unskilled manpower deployed by them in this office in the given time limit:
- a) List of persons deployed. [Monthly]
- b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
- c) Birth proof of the candidates- [at the time of deployment]
- d) Copy of ADHAAR Card of the candidates.
- e) Identity Cards issued by contractor bearing photograph - [within 8 days]
- f) Identity proof and residential proof- [at the time of deployment].
- (vi) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/Indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- (vii) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- (viii) The office hours for the person deployed are 0800 am to 5.00 pm. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
- (ix) All the issues related to contract, monthly payments etc shall be communicated and processed through the Facility Coordinator appointed by Head of Patent Office.

#### 20. LEGAL

- (i) The contractor shall pay the minimum rate of wages as per Central Sphere – Ministry of Labour and Employment under the scheduled employment – Construction (The work to be carried is of data entry, scanning and digitization. No specific category for such type of work is available in Central Sphere.)

Commandant 718/19  
3<sup>RD</sup> Bn. I.T.B. Police  
सेनापति/Commandant  
तृतीय बाहिनी भारतीय पुलिस बल :: 14::  
3<sup>RD</sup> Bn I.T.B. POLICE

Signature of Tenderer's

(ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.

(iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

(v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

(vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

(vii) The contractor shall keep F/o The Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH) indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the The Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH) in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of The Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH), in the standard format, in this regard.

The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

(viii) Disputes & Differences:

Decision of the The Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH) regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

SCHEDULE OF THIS FORM REFERRED IN CLAUSE (I) INTRODUCTION OF THIS TENDER

19 -Earnest Money : Rs. 12,500/- (Rupees Twelve thousand and five Hundred only )

To be deposited in the shape of DD/FDR to the 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH)

or

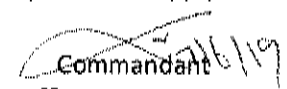
Deposit at call receipt of a schedule bank (including the State bank of India its subsidiaries approved under the Bank Guarantee (scheme).

20 Period of Contract : Upto 180 Days from issue of AT by Commandant 3<sup>RD</sup> BN. I.T.B. POLICE, BUKHARA CAMP, DISTT- BAREILLY (UTTAR PRADESH)

S.NO.	NAME & SPECIFICATION	REMARKS
1	CIVIL UNSKILLED LABOUR	

i. The tender forms received without earnest money will not be entertained, No request/condition in this regard will be considered.

ii. The rate quoted by you shall be valid for a minimum of one year from the date of opening of tender or will completion of supply of labour.

  
Commandant  
3<sup>RD</sup> Bn., I.T.B. Police  
सेनानी /Commandant  
दृतीय बालिनी भारतीय पुलिस बल  
3<sup>rd</sup> Bn I.T.B. POLICE

Signature of Tenderer's

- iii. Any of self styled pre-condition imposed by the tenderer will not be entertained.
- iv. The Commandant, 3<sup>rd</sup> Bn., ITBP reserve the right to reject the offer without assigning any reason.
- v. The tenderer has/have to sign each page of tender documents with his rubber stamp failing which same shall be rejected.
- vi. Income Tax clearance Certificate & sale tax registration certificate duly self attested must be attached with tender documents.
- vii. The Tender box will be kept at QM office, 3<sup>rd</sup> BN, ITBP, Bukhara Camp, P.O. Bukhara Camp ITBP, Dist. Bareilly (Uttar Pradesh) for receiving only original copy of EMD before bid submission closing date.
- viii. Rs.12,500/ (Rupees Twelve thousand and Five Hundred only) security money has to be deposited by the successful tenderer on receipt of A.T. in the shape of Demand draft or F.D.R. in favour of Commandant , 3<sup>rd</sup> Bn, ITBP Bareilly payable at S.B.I. Main Branch Bareilly, Bank Code-0615, Civil Lines Bareilly (Uttar Pradesh).
- ix. Bidders shall indicate their rates in clear/visible figures as well as in words. In case of any variation, the rates written in words will prevail.
- x. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be put rightly rejected. Conditional tenders shall be accepted on any NOT ground and shall be rejected straightway.
- xi. Tender process will be over after the issue of Acceptance of Tender letter to the selected vendor(s).
- xii Bids not quoted as per the format given by ITBP will be rejected straightway.No deviation from the tender specifications terms and conditions will not be accepted.

#### 21 Bid Opening Process

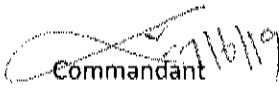
- a. Online bids (complete in all respect) received before opening of tender bid mentioned at Page No.1 of T/E Time Schedule. Bid received without EMD/Registration Certificate will be rejected straight way.
- b. Eligibility Criteria and Technical bids of only those bidders, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session.
- c. Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened for further evaluation.

#### 22- Evaluation of Financial Bids

- a. The Financial Bids of only those Bidders short listed from the Technical Bids by TEC. The financial bid will be opened electronically on a specified date and time to be intimated to the, respective Bidders by 3<sup>rd</sup> Bn, ITBP and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC).
- b. There will be NEGOTIATION with Lowest Quoting Bidder.
- c. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

#### 23- Placing of Purchase Orders

- a. Commandant, 3<sup>rd</sup> Bn. ITBP has the right to choose any subset of the tendered items for ordering.
- b. Purchase order will be placed on the empanelled vendor in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order from Commandant , 3<sup>rd</sup> Bn, ITBP through website.
- c. Objection, if any, to the Purchase Order must be reported to Purchase Section by the vendor within three (3) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order. This is applicable in case of electronic publishing/delivery of Purchase Order also.

  
Commandant  
3rd Bn., I.T.B. Police

Signature of Tenderer's

सेनानी/Commandant  
दुतीय वाहिनी भारतीय पुलिस बल  
3<sup>rd</sup> Bn I.T.B. POLICE



d. On the receipt of the Purchase Orders, the Vendor(s) shall obtain all the necessary documents for timely delivery of the services.

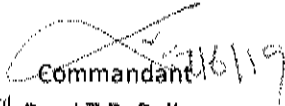
e. If the vendor is not able to supply the ordered items completely within the specified period, the EMD/Security Deposit will be forfeited in full. Besides legal action shall be taken separately.

24- Note:-

a) In case of any suggestion/amendment by any firm, request should reach this office before 10 days from opening date of the tender otherwise request will be ignored.

b) Tender forms are available at on C.P.P.P (<http://eprocure.gov.in/eprocure/app>) as well as ITBP web site: ([www.itbp.gov.in](http://www.itbp.gov.in)) which can be downloaded by the interested firms.

I/We agree with the terms and conditions stipulated above.

  
Commandant

3<sup>rd</sup> Bn., I.T.B. Police

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Signature of Tenderer's

### **Instructions for Online Bid Submission**

#### **Instructions to the Bidders to submit the bids online thro' the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>**

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the procurement /e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrolment / registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on eToken / Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken /Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space/Other Important Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within scheduled date & time specified in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

Contd-

- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 19) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document
- 20) Including General conditions of contract without any exception and has understood the entire document and is clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified / replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender Document Parallely for any further queries related to technical issues, the bidders are asked to contact over phone: - 1800-233-7315 or send a mail over to – cppo-nic@nic.in

  
COMMANDANT

3<sup>rd</sup> BN.I.T.B.POLICE FORCE

For and on behalf of President of India

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सेनानी/Commandant  
तृतीय बाहिनी भारतीय वायुसेना पुलिस बल  
3<sup>rd</sup> Bn I.T.B. POLICE

Tender Inviting Authority: Commandant 3<sup>rd</sup> BN.ITBP, Bukhara Camp Bareilly  
 Name of Work: Supplying of unskilled labour under Wages rates of utter Pradesh state Govt.  
 Contract No: ITBP/3<sup>rd</sup> BN/QM/ Wages/Tender/ 2019-20

Bidder  
 Name:

**SCHEDULE OF WORKS**

S. No.	Description of work	No. or Qty	Unit	Estimated Rate	RATE in Figures		AMOUNT	
					Figures	Words	Rs.	P
1.	Supply of unskilled labour for Camp Maintenance work under utter Pradesh state Govt. Wages Rate	6	Number	295.21				

7/6/19  
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