

3
CHAPTER- II

INSTRUCTIONS TO BIDDERS

No- 44TH BN THQ/ITBP/e-Tender/Grain Shop/Dry & Fresh Ration/2021- 256

Office of the Commandant
THQ, 44th Bn, Indo Tibetan Border Police,
Ministry of Home Affairs
Government of India
Po- Mohla, Rajnandgaon (C.G.)- 491666

Tender No- ITBP/THQ, 44TH BN/ GRAIN SHOP/DRY & FRESH RATION

DATED:- 03/08/21

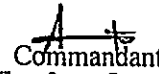
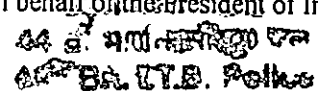
For and on behalf of the President of India, the Commandant, 44TH BN ITBP Mohla, Rajnandgaon (C.G.) invites advertise tender enquiry through online tenders under Two Bid System (Technical and Financial Bid) on the prescribed form, for purchase of the following stores as detailed in this schedule to tender:-

Sl No.	Description of store	Qty
Supply of Dry & Fresh Ration items for Mohla, khadgaon, Panabaras, Pallemadi, Kohka, Bhojtola (C.G.) ITB Police as per Schedule with validity of completion of supply for Six months. (Chapter-IV)		

2. This tender enquiry has the following chapters and appendices:

i	Chapter I	Invitation to tender (NIT)	Page-01 To 02
ii	Chapter II	Instructions to bidder	Page-03 To 07
iii	Chapter III	Instructions for online bid submission	Page-08 To 09
iv	Chapter IV	Schedule of requirement	Page-10 To 15
v	Chapter V	General condition of contracts	Page-16 To 20
vi	Chapter VI	Special condition of contract	Page-21 To 22
Chapter VII Standard Forms to be filled & uploaded by bidders:			
i	Appendix-1	Offer of Stores	Page-23
ii	Appendix-2	Bank Guarantee for Submitting Earnest Money	Page-24
iii	Appendix-3	Price Bid	Page-25
iv	Appendix-4	Facility for receiving payments	Page-26
v	Appendix-5	Security Clearance Details	Page-27
vi	Appendix-6	Declaration Certificate to be signed by the tenderers	Page-28
vii	Appendix-8	Check list for tenderers	Page-29 To 30
viii	Appendix-9	Abbreviation of tender enquiry	Page-31

Signature of the Tenderer
With R/stamp of firm


Commandant
44TH BN ITB. Police
(For and on behalf of the President of India)


3. All tender documents inclusive of NIT, instructions to bidder, special condition, schedule of requirement, QR & TD and all other relevant document are available at e-Procurement site <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download the same and go through in detail. All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and **submitted only through on line e-Procurement site <https://eprocure.gov.in/eprocure/app>**.

4. Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before uploading the tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. Tenderer are also advised to go through checklist.

5. Tenderers must ensure that they have gone through with complete tender documents and read thoroughly all terms & conditions, schedule of requirement, tenders QRs/TDs. Tenderer will upload the declaration certificate for the same purpose. All questionnaire alongwith the various forms & annexure will be signed in column & on each page and uploaded with their offer, as it is, without any modification/alteration.

6. In case of any difference between the conditions mentioned in tender enquiry and the specification/QRs, the condition given in the specifications will be binding.

7. Each the Tenderer can quote product/products of one OEM only.

8. Name of Stores: Supply of Dry & Fresh Ration to THQ, 44th BN, ITBP Mohla & All COBs (Mohla, khadgaon, Panabaras, Pallemadi, Kohka, Bhojtola) Rajnandaon (C.G.) for Six months.

9.(a) Earnest money deposit : Rs- 2,00,000/-

10.The Purchaser : President of India

11. Inspection Authority : The Commandant, THQ, 44th BN, ITB Police P.O.- Mohla, Rajnandgaon (C.G.) 491666

12. Inspection Officer : Board of Officers of ITBP

13. Stores Required at (Consignee) :Commandant, THQ, 44th BN, P.O.- Mohla, Rajnandgaon (C.G.)
Pin- 491666

14. Delivery Period : (a) Next day from the date of issue of Supply Order.

25. Place of Procedure & Submission of EMD etc: Mohla, Rajnandgaon (C.G.)


16. **Form of Earnest Money Deposit (EMD):**

The EMD having validity of 45 days beyond the final bid validity period be deposited in the following form only on or before opening of Tender (Technical Bid): Bid/ offer validity is 06 month from the date of tender opening.

17.1 DD/Fixed Deposit Receipt, drawn in favour of The Commandant, THQ 44th Bn, ITB Police Force, Mohla, Rajnandgaon (C.G.)

17.2 An irrevocable Bank Guarantee (BG) of any Indian Nationalized/Scheduled Bank in Indian Rupees, in the format supplied with the tender.

Signature of the Tenderer
With R/stamp of firm


Commandant
44th BN, ITBP
(For and on behalf of the President of India)
४४ नं अम. तहसिलीय फल
४४^थ Bn ITB Mohla.

18. Bid/ Offer Validity: 06 months from date of tender opening. In the absence of any indication in the tender documents submitted, of the date upto which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the schedule to tender.

19. Extension of Bid validity & Earnest Money : If the validity of the tender is extended, the validity of the Bid & Earnest Money will also have to be suitably extended by the tenderer failing which their tender shall not be considered by the purchaser after the expiry of the aforesaid period.

20. Clarification on Specifications/OR:- No such request will be entertained by the purchaser after clarification end date.

21. Right of Bidders :- Bidder can ask in writing about bidding condition, bidding process and/or rejection of their bid. The reasons for rejecting a tender or non issuing of tender documents to prospective bidder must be disclosed where enquiries are made by the bidder.

22. Curreney of Bidding :- In Indian Rupee (INR) only.

23. Submission of the proposal in TWO BID SYSTEM: All bidders are required to submit their offers in two bid. The details is as under:-

24.1 TECHNICAL BID:- It must contain the following:-

24.1.1 Tender documents and technical documents duly completed and stamped, signed but without indicating the rate quoted (Scanned copy)

24.1.2 Earnest Money in given schedule format or copies of MSME registration certificates for subject store with monetary limit, if any (Scanned copy).

24.1.3 The technical details of the items offered along with the supporting original technical literature, leaflets, brochures etc. Technical documents viz. registration certificate, PAN, GST, Bank balance statement, 03 years ITR, latest 03 months GST clearance certificate, NEFT mandate form, FSSAI certificate, experience certificate with government organization/agency for 03 (three) years working in anti-naxal area, last financial year annual business turnover (minimum one and half crore) certificate and any other relevant document as per tender documents & annexures and which the firm wishes to submit.

24.1.4 Clause by clause compliance to specifications

24.1.5 Details of warranty/terms and conditions, arrangements for a after sale service in India and free training arrangement for users.

24.1.6 All forms & annexure of T.E. duly filled and stamped, signed by the bidder.

24.2 COMMERCIAL BID

(i) Tenderers should download and submit price bid (BOQ) filled in as per format and upload the same on CPP Portal <http://eprocure.gov.in/eprocure/app>.

(II) The tenderer should give total prices in terms of basic price + applicable GST.

25. Evaluation of the Proposal :-


A two stage procedure will normally be adopted:-

25.1 Stage-I: Offer of the firm will be initially examined in accordance to the eligibility criteria of bidder, availability of uploaded complete tender documents alongwith essential forms & annexure duly filled and signed. Suitable EMD or exemption certificate thereof.

25.1.1 The purchaser reserves the right to decide upon the methodology/method of Technical Evaluation cum physical checking of samples.

25.1.2 All the bidders are requested to submit All loose sample (in 250 gms Packet) to The Commandant, THQ 44TH BN, ITB Police P.O- Mohla, Rajnandgaon [C.G.] - 491666 during the date of EMD submission. Due receipt with date and time specified be taken. Unsealed sample or sample which is not in prescribed manner submitted by tenderer(s) will be summarily ignored.

Signature of the Tenderer
With R/stamp of firm


Commandant
44TH BN, ITBPF
(For and on behalf of the President of India)
14 J 300 18/11/2018
44TH BN, ITB. Police

(ii) Price bid of only those tenderers will be opened whose technical bid and tender sample are found conforming to T/E specifications and other requirements. The indenter shall label and seal the tender samples of the successful tenderer(s) with remarks as 'approved' or unsuccessful tender sample as "Not Approved". One no/pair of approved tender sample of the successful tendere(s) will be sent to consignee for reference and comparison with the bulk supply by inspecting authority/line committee during inspection of the bulk supply which will also be the part of supply and other approved tender sample will be returned to firm for reference during bulk production /supply. Sample approved as above shall be known as "Approved sample".

(iii) Tender sample should have a card affixed to it duly signed and stamped by the firm indicating the following:-

- Name and address of the firm.
- Tender no
- Items number of schedule against which tender sample submitted.
- Any other description, if required.

No assistance in clearing of tender samples for demonstration from customs (in case imported stores) shall be provided by the purchaser and tenderers are required to make their own arrangements for submitting the equipment within prescribed date and time failing which their tender will be summarily ignored.

25.1.3 Technical evaluation cum checking of samples will be conducted after opening of tender (Technical Bid) as per option of Tender terms. Vendor submitted product/sample (in 250 gm) for Technical Evaluation cum checking on the date of opening of tender for perusal of Board of Officer of Technical Evaluation Committee failing which offer will be rejected.

25.1.4 In case of any ambiguity in sample checking, competent authority reserves the right for re-checking of the same.

ii) Stage-II:- Financial Evaluation

25.1.5 The price bids of only those firms will be opened whose stores as per schedule of requirement have been found meeting the all parameters of QR's/TDs . The Price Bid will be evaluated accordingly.

25.1.6 For evaluation and comparison of offers on equitable basis, all the quoted prices (with different currencies) will be converted into a single currency i.e. INR as per the selling exchange rates established by RBI/SBI as prevailing on the date of opening of Tender.

25.1.7 Successful bidder will be evaluated on the basis of net lowest cost with good quality to the Govt.

25.1.8 To provide level play field, the evaluation of commercial bids shall be carried out among all category bidders i.e. foreign OEM, OEM from SEZ/EOWs and other indigenous OEM. The applicable custom duty & IGST/GST payable or foregone shall be added on basic price of each unit.

25.1.9 Ranking for consideration lowest one (L-1) will be decided on the basis of DDP (Delivered Duty Paid) cost per unit or delivery to consignee basis.

26. Criteria for awarding the contract :-

Evaluation of successful L-1 bidder will be based on eligibility criteria, qualification criteria, QR compliant store and L-1 price.


Compliance Statement:- The firms must submit/upload compliance statement in the format given in along with technical bid failing which their offer will be treated as incomplete and is liable to be ignored.

In respect of above tender of THQ 44TH BN authorized BOO detailed by Commandant 44TH BN, Mohla, Rajnandgaon (C.G.) will inspect the supply/consignment.

27. **Payment terms:** The payment of stores will be made on receipt of the item in good condition by the consignee against certificate to be issued by the consignee within 60 days.

28. **Mode of Payment:-** Payment will be made through "e-payment" for which duly completed proforma has to be submitted.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th Bn. LT.B. Polle
 (For and on behalf of the President of India)
 44th Bn. LT.B. Polle
 Lt. Bn. LT.B. Polle

29. Security Deposit:

The successful tenderer will be required to furnish Security Deposit @ 5% to 10% of the contract value as decided by competent authority within 07 days of award of contract, for the due performance of the contract. Failure on the part of the supplier to deposit the security deposit within the stipulated time will make the order null & void.

30. Tolerance Clause:

The purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted by them at the time of placement of contract or during the currency of the contract. In accordance to clause 9.3 of Manual for procurement goods 2017, MOF.

31. Liquidated Damages:

In case the firm does not complete the supply within the laid down agreed delivery period as per contract, action will be taken against the firm as per Clause 9.7.9, 9.7.10 & 9.7.11 of Manual for procurement goods 2017, MOF.

32. Requirement of tender sample:-

Note : Tenders not accompanied by tender sample/s are liable to be summarily rejected. 01 no sample of each items(except branded items) will be produced during technical bid opening.

33. In respect of subject tender for supply of Dry & Fresh Ration items of THQ 44TH BN ITB Police, Mohla, Rajnandgaon (C.G.) bidders are required to submit all loose items sample (In 250 gm Packet) with on the date of EMD submission and due receipt with date and time specified be taken along with bid security for Rs- 2,00,000/- (Rs Two Lac only).

34. **Advance Sample :** Inspection of Advance samples and bulk supply will be carried out by board of Officers detailed by ITBP. The purchaser reserves the right to call for requisite numbers of advance samples from the successful tenders before commencement of bulk supply for its approval in terms of T/E specification.

35. **Conditions of Contract:** As contained in Chapter 9 of Manual for procurement goods 2017, MOF and contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time.

36. **Jurisdiction & Arbitration:** These tender and subsequent contracts if any are subject to the jurisdiction of Indian Laws and Courts at the place of issue of the Tender. Sole Arbitration is appointed by the DG ITBP. For details refer to Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF.

37. The bidding firm has to give a self certificate to the effect that it has not been blacklisted/debarred/suspended by any Central Ministry/Department, State Govt., PSUs or Banks etc. The certificate has to be scanned and uploaded alongwith the tender documents. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts of manipulated the documents etc, the earnest money deposit or the performance security deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained therefore.

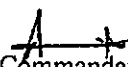
38. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMD will be forfeited.

39. If after award of the contract, the successful bidder (L1) fails to provide required number of tendered stores, the contract is liable to be cancelled alongwith forfeiture of performance security deposit and other consequential actions such as blacklisting of the firm etc.

40. The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/all of the tendered requirement or make any change at any time without assigning any reasons.

41. For any change in terms and condition of tender/tender specifications, the Tenderers are requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.

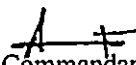
Signature of the Tenderer
With R/stamp of firm


 Commandant
 44TH BN ITBPF
 (For and on behalf of the President of India)
 44TH BN. I.T.B. Police

CHAPTER-III**Instructions for online Bid submission****Instructions to the Bidders to submit the bids online through' the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>**

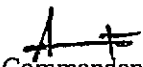
- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the "Click to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/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 e-mail ID provided. Bidder need to login to the site through their user ID /password chosen during enrollment/registration.
- 3) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 4) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 5) 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. 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.
- 6) If there are any clarifications, this may be obtained online through' the tender site, or through' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 7) Bidder then logs into 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/SmartCard to access DSC.
- 8) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder. From my tender folder, he selects the tender to view all the details indicated.
- 9) 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.
- 10) 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/zip 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 2 MB, 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 12 black and white options. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 11) 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.
- 12) The Bidders can update well in advance, the documents such as certificates, annual report details etc. under My Space 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.
- 13) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 14) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th BN LT.B.P.F.
 (For and on behalf of the President of India)
 44 वी भाउतिसीतुगु जल
 44th Bn. LT.B. Police

- 15) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 16) 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.
- 17) 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 including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements. 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.
- 18) Tenderers should fill up price bid as per format available in Appendix-3 and upload the BOQ sheet in CPP Portal <http://eprocure.gov.in/eprocure/app> or ITBP website www.itbp.gov.in
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 24) 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.
- 25) 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.

Signature of the Tenderer
With R/stamp of firm


Commandant
44th BN LT BPF
(For and on behalf of the President of India)
44th BN LT BPF
44th Bn. LT.B. Police


CHAPTER-IV
SCHEDULE OF REQUIREMENT

Description & approximate Dry & Fresh Ration of superior quality with approximate quantity required to supply for Mohla, khadgaon, Panabaras, Pallemadi, Kohka, Bhojtola (C.G.) or any replacement of COB (in Rajnandgaon district) in R/O 44TH BN, ITB Police A.O.R. During the period of tender is as under. However it will be supplied in piece meal as per our demand. (All items must be conforming to Grade I of BIS specifications for Dry Ration.)

List of Dry Ration Items


S.N	Name of items	A/U	Specification	Remarks
1	Rice Basmati (India Gate rozana)	Per Kg		
2	Rice Basmati (dawaat)	Per Kg		
3	Rice Basmati (Other)	Per kg		
4	Rice (kesarbhog)	Per Kg		
5	Rice (HMT)	Per kg		
6	Rice (Other)	Per Kg		
7	Atta (Ashirvaad)	Per Kg		
8	Atta (chakki atta)	Per Kg		
9	Atta (Rambhog)	Per Kg		
10	Sugar M-50	Per Kg		
11	Sugar S-50	Per Kg		
12	Kala Chana (Good Quality)	Per Kg		
13	White Chana (Good Quality)	Per Kg		
14	Rajamah (Good Quality)	Per Kg		
15	Mattar Dry (Good Quality)	Per Kg		
16	Dal Chana (Good Quality)	Per Kg		
17	Urad Sabut (Good Quality)	Per Kg		
18	Urad Chhilka without polish	Per Kg		
19	Urad Chhilka (Good Quality)	Per Kg		
20	Urad Dhuli (Good Quality)	Per Kg		
21	Arhar (Good Quality)	Per Kg		
22	Malka (Good Quality)	Per Kg		
23	Masoor (Good Quality)	Per Kg		
24	Moong Sabut (Good Quality)	Per Kg		
25	Moong Chhilka (Good Quality)	Per Kg		
26	Moong Dhuli (Good Quality)	Per Kg		
27	Lobia (Good Quality)	Per Kg		
28	Moth (Good Quality)	Per Kg		
29	Soya granules	Per Kg		
30	Besan (Chana)	Per Kg		
31	Suji	Per Kg		
32	Maida	Per Kg		
33	Kismis (Green)	Per Kg		
34	Kaju (Bolt)	Per Kg		
35	Badam (Bolt)	Per Kg		
36	Chhuare (Bolt)	Per Kg		
37	Ground Nut Dana	Per Kg		
38	Coconut (Powder)	Per Kg		
39	Coconut (Gola Gari)	Per Kg		
40	Boondi raita (Good Quality)	Per Kg		

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44TH BN, ITBPF
 (For and on behalf of the President of India)
 44 वीं भारतीय सिपाही बटल
 44TH Bn. I.T.B. Polh.


41	Desi Ghee (Nova)	Per Kg		
42	Desi Ghee(Amul)	Per Kg		
43	Refind sun Flower Tin 15 Ltr. (foutune)	01ltr		
44	Refind Fortune soya health Tin 15 Ltr.	01ltr		
45	Mustard Oil Tin 15 Ltr (Dhara)	01ltr		
46	Mustard Oil (foutune) Tin 15 Ltr	01ltr		
47	Mustard Oil 1Ltr PACK (foutune)	01ltr		
48	Tea Tata Premium	500 Grms Pkt.		
49	Tea Red Label	500 Grms Pkt.		
50	Tea Taj Mahal	500 Grms Pkt.		
51	Tea Famous	500 Grms Pkt.		
52	Chhoti Illachi	Per Kg		
53	Badi Illachi	Per Kg		
54	Dal Chini	Per Kg		
55	Kali Mirch	Per Kg		
56	Imli (Super)	Per Kg		
57	Tej Patta	Per Kg		
58	Ajwain	Per Kg		
59	Saunf plain	Per Kg		
60	Magaj	Per Kg		
61	Khaskhas	Per Kg		
62	Salt (Nirma)	Per Kg		
63	Salt (Tata)	Per Kg		
64	Black Salt	500 Grms Pkt.		
65	Amchoor Powder	500 Grms Pkt.		
66	Methi dana	Per Kg		
67	Dhania Sabut	Per Kg		
68	Dhania Powder (MDH)	Per Kg		
69	Dhania Powder (Everest)	Per Kg		
70	Dhania Powder (Catch)	Per Kg		
71	Red Chilli Powder (MDH)	Per Kg		
72	Red Chilli Powder (Everest)	Per Kg		
73	Red Chilli Powder (Catch)	Per Kg		
74	Haldi Powder (MDH)	Per Kg		
75	Haldi Powder (Everest)	Per Kg		
76	Haldi Powder (Catch)	Per Kg		
77	Meat Masala (MDH)	100 Grms Pkt.		
78	Meat Masala (Everest)	100 Grms Pkt.		
79	Meat Masala (Catch)	100 Grms Pkt.		
80	Chicken Masala (MDH)	100 Grms Pkt.		
81	Chicken Masala (Everest)	100 Grms Pkt.		
82	Chicken Masala (Catch)	100 Grms Pkt.		
83	Garam Masala (MDH)	100 Grms Pkt.		
84	Garam Masala (Everest)	100 Grms Pkt.		
85	Garam Masala (Catch)	100 Grms Pkt.		
86	Kasoori Maithi (MDH)	100Grms Pkt.		
87	Kasoori Maithi (Everest)	100Grms Pkt.		
88	Kasoori Maithi(Catch)	100Grms Pkt.		
89	Sambar Masala (MDH)	100 Grms Pkt.		
90	Sambar Masala (Everest)	100 Grms Pkt.		
91	Sambar Masala (Catch)	100 Grms Pkt.		

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th BN, 11th BPF
 (For and on behalf of the President of India)
 44th BN, L.T.E. Office

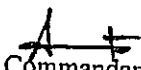
92	Kitchen King (MDH)	100 Grms Pkt.		
93	Kitchen King (Everest)	100 Grms Pkt.		
94	Kitchen King (Catch)	100 Grms Pkt.		
95	Rajma Masala (MDH)	100 Grms Pkt.		
96	Rajma Masala (Everest)	100 Grms Pkt.		
97	Rajma Masala (Catch)	100 Grms Pkt.		
98	Chana Masala (MDH)	100 Grms Pkt.		
99	Chana Masala (Everest)	100 Grms Pkt.		
100	Chana Masala (Catch)	100 Grms Pkt.		
101	Deggi Mirch (MDH)	100 Grms Pkt.		
102	Deggi Mirch (Everest)	100 Grms Pkt.		
103	Deggi Mirch(Catch)	100 Grms Pkt.		
104	Jeera Powder (MDH)	100 Grms Pkt.		
105	Jeera Powder (Everest)	100 Grms Pkt.		
106	Jeera Powder (Catch)	100 Grms Pkt.		
107	Kali Mirch Powder (MDH)	100 Grms Pkt.		
108	Kali Mirch Powder (Everest)	100 Grms Pkt.		
109	Kali Mirch Powder (Catch)	100 Grms Pkt.		
110	Paneer Masala (MDH)	100 Grms Pkt.		
111	Paneer Masala (Everest)	100 Grms Pkt.		
112	Paneer Masala (Catch)	100 Grms Pkt.		
113	Biryani masala (MDH)	100 Grms Pkt.		
114	Biryani masala (Everest)	100 Grms Pkt.		
115	Biryani masala (Catch)	100 Grms Pkt.		
116	Red Chilli Sabut	Per Kg		
117	Sabudana	Per Kg		
118	Achar Mango (Nelons)	Per Kg		
119	Achar Garlic (Nelons)	Per Kg		
120	Achar lemon (Nelons)	Per Kg		
121	Achar Mix (Nelons)	Per Kg		
122	Achar (Nelons) 05kg Jar	01 no.		
123	Papad (Lijjat)	200 Grms Pkt.		
124	Papad (Everest)	200 Grms Pkt.		
125	Jeera Sabut (Good Quality)	Per Kg		
126	Milk Powder (Dairy Whitener) Amul	Per Kg		
127	Milk Powder (Dairy Whitener) Nestle	Per Kg		
128	Condensed milk (Nestle)	400 Grms Tin		
129	Cow milk (Patanjali) Tetra pack	Per Ltr.		
130	Amul Taza (Toned Milk) Tetra pack	per Ltr.		
131	Baking soda powder	per Kg		
132	Semiyan	100gm pkt.		
133	Poha	per Kg		
134	Roohafja sharbat	750 ml Bottle		
135	Kewra(Dabar)	200 ml Bottle		
136	Soya Souce	500 ml.Bottle		
137	Tamato Souce	500 ml.Bottle		
138	Chilli Souce	500 ml.Bottle		
139	Vinegar souce	500 ml bottle		
140	Noodles	350 grms pkt		

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44 BN I.T.B.P.F.
 (For and on behalf of the President of India)
 14 वीं भारतीय सीमा सुरक्षा बल
 44 वीं Bn. I.T.B. Police

141	Long pepper			
142	Mishri Dana	per Kg		
143	Hing	per Kg		
144	Saunf Sweet	100 grms pkt.		
145	Jal jeera (Catch)	per Kg		
146	Rasna Orange	100 grms pkt.		
147	Dalia	750 ml Bottle		
148	Makhana	per Kg		
149	Custard powder	per Kg		
150	Cornflour	Per kg		
151	Ajinomoto	per Kg		
		Per kg		

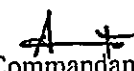
Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th Bn. I.T.B. Police
 (For and on behalf of the President of India)
 44th Bn. I.T.B. Police

List of Fresh Ration Items


S. NO.	Name of Items	A/U	Remarks
1	Potato	KG	
2	Onion	KG	
3	Tomato	KG	
4	Phool Gobhi (Cauliflower)	KG	
5	Patta Gobhi (Cabbage)	KG	
6	Karela	KG	
7	Torai (tori)	KG	
8	Bhindi	KG	
9	Frasbeen	KG	
10	Kheera	KG	
11	Lauki	KG	
12	Gajar	KG	
13	Neembu	KG	
14	Bengan	KG	
15	Green Matar	KG	
16	Green Palak (with Root)	KG	
17	Green Palak (without Root)	KG	
18	Green Dhaniya	KG	
19	Shimla Mirch	KG	
20	Methi (with root)	KG	
21	Methi (wothout root)	kG	
22	Mooli	KG	
23	Adarak	KG	
24	Lahsun	KG	
25	Green Mirch	KG	
26	Barbati	KG	
27	Salgam	KG	
28	Kaddu (green)	KG	
29	Kaddu (yellow)	KG	
30	Paneer Amul (Good Quality)	KG	
31	Paneer (ABS) Good Quality	KG	
32	Parmal	KG	
33	Safal Matar	KG	

SIGNATURE OF TENDERER'S
WITH R/STAMP OF FIRM


 Commandant
 44th Bn. I.T.B. Police
 (For and on behalf of the Commandant of India)
 44th Bn. I.T.B. Police

34	Arabi	KG	
35	Banana	KG	
36	Apple	KG	
37	Mango	KG	
38	Papaya	KG	
39	Guava (Amrud)	KG	
40	Grapes Green	KG	
41	Santra (Orange)	KG	
42	Anar (Pomegranate)	KG	
43	Mutton (Male)	KG	
44	Murga (Jinda)	KG	
45	Chicken (Good Quality)	KG	
46	Fish (Good Quality)	KG	
47	Egg (Good Quality)	NOS	
48	Kaccha Nariyal	KG	
49	Butter Amul	KG	
50	Butter (ABS)	KG	
51	Kinnu	KG	
52	Chukandar	KG	
53	Milk Cream (Amul)	KG	
54	Milk Cream (ABS)	KG	
55	Kundru	KG	
56	Pudina	KG	
57	Kathal	KG	
58	Bread	NOS	
59	Mashroom	KG	
60	Chiku	KG	
61	Tinda	KG	
62	Tarbuj (Water Melon)	KG	
63	Kharbuja (Muskmelon)	KG	
64	Nashpati	KG	
65	Babugosha	KG	
66	Grapes Black	KG	
67	Sem fali	KG	
68	Gwarfali	KG	
69	Onion Green	KG	

SIGNATURE OF TENDERER'S
WITH R/STAMP OF FIRM


 Commandant
 44th Bn. I.T.B. Police
 (For and on behalf of the Commandant of India)
 44 वीं भारतीय टि.बी. पोलिस बटल
 44th Bn. I.T.B. Police

CHAPTER-V
GENERAL CONDITIONS OF CONTRACT

1. All appendices, attached with the TE, should be duly filled in and are sacrosanct for considering any offer as a complete offer.
2. The conditions of contract, which will govern any contract made, are contained in the:
- 2.1 Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general conditions.

3. **Amendments:-**

The amendment made by Central Government from time to time in policy and instructions will be adhere to.

4 **Definition :**

"Secretary" means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Special Secretary, Additional Secretary, Joint Secretary or Director or Deputy Secretary in Ministry of Home Affairs. Director General, Inspector General, Dy. Inspector General in ITBP (MHA) and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

5 **ARBITRATION**

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall referred to the Sole Arbitration of the DG, ITBP, Ministry of Home Affairs or of some other person appointed by him. It will be no objection that the Arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:

5.1 If the arbitrator be the DG, ITBP, Ministry of Home Affairs:

- i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to Proceed with the reference himself or to appoint another person as Arbitrator : or
- ii) In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator.

5.2 If the arbitrator be a person appointed by the DG, ITBP, Min. of Home Affairs:- In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Court for any reason, it shall be lawful for the DG, ITBP, Ministry of Home Affairs either to Proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator. In every such case, it shall be lawful for the DG, ITBP, Ministry of Home Affairs in place of the outgoing Arbitrator, as the case may be to act on the record of the Proceedings as then taken in the arbitration, or to commence the Proceedings de novo, as he may at his discretion decide.

5.3 It is further a term of this contract that no person other than DG, ITBP, Ministry of Home Affairs or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

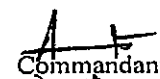
5.4 The Arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

5.5 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

5.6 Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration Proceedings under this clause.

5.7 The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, ITBP at his discretion may determine.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44 Bn. ITBP
 (For and on behalf of the President of India)
 14 वीं भारतीय सिपाही बल
 44 वीं Bn. I.T.B. Police

5.8 In this clause the expression DG, ITBP, Ministry of Home Affairs, means the DG, ITBP for the time being & includes, if there be no DG, ITBP, the officer who is for the time being the administrative head of the ITBP, Ministry of Home Affairs whether in addition to other functions or otherwise.

6. **EARNEST MONEY DEPOSIT**

6.1 All firms who are not registered as MSEs as defined in Procurement Policy issued by MSME for the subject stores for which the offer is being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.

6.2 For claiming exemption from depositing earnest money, tenderer should be registered with MSEs for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified Earnest Money.

6.3 Earnest money can be deposited in only any one of the following forms:-

6.4 Tenderers are essentially required to submit EARNEST MONEY of Rs. 2,00,000/- (Rupees Two Lac only) in the form of an open "Demand Draft" drawn in favor of (Commandant, 44TH BN, ITB Police payable at Bank Of Baroda, Code- DBMOHL and A/C No. 87420100026933 MOHLA (C.G.). The earnest money in the form of C.D.R./T.D.R./F.D.R. duly pledged in favor of (The Commandant, 44TH BN, ITBP Po-Mohla, Rajnandgaon (C.G.) Pin-491666 shall also be accepted. The firms registered with the Central Purchase Organizations (e.g. DGS&D)/NSIC are exempted from furnishing bid security along with their bids. Firms claiming exemption from depositing Earnest Money must enclose copy of their Registration Certificate along with all its amendments for registration with DGS&D/NSIC for subject store/equipment. Offers received without a copy of Registration Certificate for subject store/equipment or without earnest money will be ignored. Earnest money of unsuccessful tenders will be returned within one month of the finalization of the contract. No interest on earnest money deposit will be paid.

6.5 An irrevocable Bank Guarantee (BG) in Indian Rupees in the format supplied with the tender of any Indian Nationalized/Scheduled Bank.

6.6 The earnest money shall be valid and will remain deposited with the purchaser for the period the offer is valid. If the validity of the tender is extended, the validity of EM document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the period shall not be considered by the Purchaser.

6.7 No interest shall be payable by the purchaser on the EM deposited by the tenderer.

6.8 The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

6.9 The EMD of the successful tenderer shall be returned after the security deposit is furnished as per AT. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.


6.10 EMD of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of Earnest Money in time.

6.11 Any tender received from firm which is not registered with MSMEs as Micro & Small Enterprises for the tendered stores, and is not accompanied with required Earnest Money in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.

6.12 In place of bid Security, Bidders to sign a Bid Security declaration accepting that if Firm withdraw or modify their bids during the period of validity or if Firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, Firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the Bids.

7. **PRICE:** The Price quoted shall be on firm and fixed basis subject to no variation whatsoever during the currency of the contract.

Signature of the Tenderer
With R/stamp of firm


Commandant
44TH BN, ITB Police
(For and on behalf of the President of India)
44 वीं भारतीय सिपाही बटाल
44TH BN, I.T.B. Police

8. **TRANSFER AND SUB-LETTING**

The tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contract or any part thereof.

9. **PENALTY FOR USE OF UNDUE INFLUENCE:**

The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing to do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall render.

10. **PAST PERFORMANCE:-** Bidders must enclose performance statement for the previous 3 (three) years working in anti-naxal area in the proforma supplied with the tender. The decision on the assessment of the past performance of the tenderer by COMMANDANT 44TH BN, ITBP is final.

11. **SPECIAL CONDITIONS:**

11.1 **Fall Clause**

11.1.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.1.2 The bidder shall strive to accord the most favoured customer treatment to the buyer in respect of all matter pertaining to the present case.

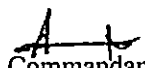
11.2 **RISK PURCHASE CLAUSE**

11.2.1 In the event of failure of supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order/AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.

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

11.3 Any information furnished by the bidder in support of their eligibility of tender conditions, past performance, registration status with concerned Government Agency and all other relevant to the tender found fake, incorrect or fraudulent, then the bidder will be liable for forfeiture of EMD, Security Deposit, cancellation of contract and further Debarment from ITBP as well as other Central Government Department's tender and other legal recourse thereof.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44TH BN, ITBP
 (For and on behalf of the President of India)
 14 वीं भारतीय पोलीस बल
 44TH Bn. I.T.B. Police

11.4 All bidders are liable to produce samples (in 250 gm) for inspection within given date & time at a desired place. Failing which, EMD of the bidder shall be liable to be forfeited without any further notice.

12. In case of any defect in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at their cost.

13. **LAWS GOVERNING THE CONTRACT**

The contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

14. **JURISDICTION OF COURT:**

The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration Proceedings shall be held at Distt-Rajnandgaon (C.G.), India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.

15. **FORCE MAJEURE CLAUSE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final all unused, undamaged and acceptable materials, brought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchase elect to retain.

16. **TERMINATION OF CONTRACT**

16.1 Time shall be the essence of the contract. The purchaser shall have the right to terminate this contract without any notice in part or in full in any of the following cases:

16.1.1 The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.


16.1.2 The seller is declared bankrupt or becomes insolvent.

16.1.3 The delivery material is delayed due to causes of Force Majeure by more than 30 days.

16.1.4 In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T.


16.1.5 Any incorrect information regarding eligibility criteria and other tender condition furnished by the bidder found at later stage than A/T (Supply order) will be cancelled alongwith forfeiture of security deposit/performance bond.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th Bn. I.T.B.
 (For and on behalf of the President of India)
 44 वीं भारतीय तीक्ष्ण बल
 44th Bn. I.T.B. Police

17. Bulk supplies in the case of successful Tenderer should conform to tender samples accepted in trial evaluation in all respect besides specifications.
18. Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non- communication by the firm will make the offer liable for rejection.
19. For any change in terms and condition of tender/tender specifications, the Tenderers are requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.
20. Any query/Representation be addressed to (The Commandant, THQ, 44TH BN, ITBP, Po- Mohla, Rajnandgaon (C.G.)- 491666.

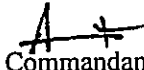
Signature of the Tenderer
With R/stamp of firm


Commandant
44TH BN, ITBP
(For and on behalf of the President of India)
44 वीं भारतीय सीमा सुरक्षा बल
44TH Bn. I.T.B. Police

CHAPTER-VI
Special condition of contract


1. F.O.R Destinations: - Stores to be delivered to consignee at F.O.R. destination (**COMMANDANT, 44TH BN, THQ, Mohla, khadgaon, Panabaras, Pallemadi, Kohka, Bhojtola (C.G.)**). ITB Police basis by road at firm's own risk and free of cost on freight pre-paid basis at consignee depot.
2. The detailed particulars and tender forms can be obtained free of cost from ITBP web site (www.itbp.gov.in) and Government of India web site (www.eprocure.gov.in) which can be downloaded by the interested firms. Department shall not be responsible for any postal delay and no correspondence in this regard will be entertained.
3. All firms who are not registered with DGS&D/NSIC for the specifications of subject stores shall be required to deposit Bid security/Earnest Money as mentioned above.
4. In case, the day of bid security submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bid security. There will be no change in the timings.
5. Tender bid must contain the name, office and after office hour addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
6. Un-signed, un-stamped, un filled bid shall not be accepted.
7. 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.
8. Bids are notsubmitted as per the specified format and nomenclature, the tender should be rejected.
9. Ambiguous bids will be out rightly rejected.
10. COMMANDANT, 44TH BN, ITBP will not be responsible for any delay on the part of the vendor in not obtaining the terms and conditions of the tender notice or submission of the tender bids.
11. The offers submitted by telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter. **Bids are mandatorily accepted through online portal of CPPP.**
12. Tender process will be over after the issue of Acceptance of Tender letter to the selected vendor(s).
13. Bids not quoted as per the format given by Commandant, 44TH BN, ITBP will be rejected straightway.
14. Deviation from the tender specifications terms and conditions will not be accepted.
15. Rates should be inclusive of all taxes/GST.
16. There shall be strict adherence to the delivery schedule as mentioned in the supply order.
17. Supply will be done on credit basis and no advance payment will be made against the supply.
18. The validity of the price quoted should be for a period of next Six month, which may be extended to **03 more months**, due to administrative requirement, on mutual agreement.
19. Once the supply order is placed, it will be the responsibility of the tenderer to supply deliveries on date & time and place mentioned in supply order. Any additional cost incurred in any form would be borne by the contractor.
20. The supply of articles/store will be accepted only after it is held justified by the inspection team or a board of officers/Line Committee. No appeal will be entertained against the decision of the inspection team or a board of officers/Line Committee.
21. **Date& time and place of price negotiation will be intimated later on, if needed.**
22. Tenderers are required to produce sample of each articles/store free of cost where ever required as per specification.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44TH BN, ITBP
 (For and on behalf of the President of India)
 44 वी. भातगाडी (रु.) बल
 44TH BN, I.T.S. Police

23. Guarantee/Warranty clause of Ration items will be mentioned by tenderer clearly, where ever applicable.
24. COMMANDANT, 44TH BN, ITBP reserves the right to cancel any as well as all of the tender(s) without conveying any reason what so ever.
25. None of the papers of the tender form should be removed/tampared.
26. As per standard contract condition of Ministry of commerce, Govt. of India, these quantities can be increased or decreased unilaterally by consignee by 25% and even more without prior written consent of supplier.
27. The board of officer (Line Committee) detailed to check the supplied items, if finds the quality of the supplied items not up to mark (whole or partial) then the tenderer has to take off the supply (whole or partial as per the recommendations of the line committee) on his own and provide acceptable supply as per demand within 2-3 hours and carry off the rejected items.
28. The quantity of Dry and Fresh Ration mentioned in the "scheduled of requirement" is variable, as it depends upon the number of available troops at the particular period of time. The quantity mentioned in the schedule of requirements, be not taken as sacrosanct.
29. The tenderer will supply items as per demand.
30. Demand will be placed 24 Hours in advance to the successful tenderer and tenderer has to supply the demanded Dry and Fresh Ration at the particular place and time as mentioned in the demand note.
31. F.O.R for supply of the Dry and Fresh Ration will be THQ Mohla, khadgaon, Panabaras, Pallemadi, Kohka, Bhojtola (C.G.) However during special outdoor training or change in COB location F.O.R. may vary, which will be intimated in advance. Tenderer has to supply stores at the F.O.R also during the particular period.
32. Usually demand note will be placed once in a week, however during special occasion this may vary. The tenderer has to supply item on whatever day the demand is placed for.

Signature of the Tenderer
With R/stamp of firm


Commandant
44TH BN, ITBP
(For and on behalf of the President of India)
44 वीं भारतीय सिपाही बटाल
44TH Bn. I.T.B. Police

APPENDIX-1
OFFER OF STORES

Tender No. _____

<p>Full Name and Address:</p> <p>Post Box No. :</p> <p>(It should be quoted in all communications to this office.)</p>
--

<p>Contractors Telegraphic Address:</p> <p>Telephone No(s) :</p> <p>Fax No. :</p> <p>City Code used :</p>

To

The Commandant,
THQ, 44TH BN ITBP,
Mohla Police Station
Distt-Raajnandgaon (C.G.) Pin Code- 491666

Dear Sir,

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

2. I/We have understood the instructions of contract which will govern by Rules contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA and other relevant departments of Government of India from time to time till date of issue of this tender, placed by the Central Purchase Organization of the Government of India", as amended up to date. I/We have also understood that any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.

3. The following pages have been added to and form part of this tender.

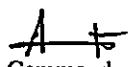
- (a) _____
- (b) _____
- (c) _____
- (d) _____

Yours faithfully,

SIGNATURE OF WITNESS
ADDRESS:

(SIGNATURE OF TENDERER)
ADDRESS:
DATED:

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44TH BN ITBP
 (For and on behalf of the President of India)
 44 वी भायल पोलीस स्टेशन
 44TH Bn. I.T.B. Police

Office of the Commandant
THQ, 44th Bn, Indo Tibetan Border Police,
Ministry of Home Affairs
Government of India
Po- Mohla, Distt- Rajnandgaon (C.G.)- 491666
E-mail ID: int44thbn@itbp.gov.in

Proforma for Bank Guarantee for submitting Earnest Money

Proforma of Bank Guarantee for Earnest Money
(On banks letter head with adhesive stamp)

Bank Guarantee No..... Dated:.....

To,

The Commandant,
THQ, 44TH BN, ITBP,
Mohla Police Station
Distt- Rajnandgaon (C.G.) Pin Code- 491666

Dear Sir,

In accordance with your invitation to tender No.

M/S.....hereinafter called the tender with the following
Directors on their Board of Directors/ Partners of the firms:

1. 2.....
3..... 4.....
5..... 6.....

Wish to participate in the said tender for the supply ofAs a
Bank Guarantee against Earnest Money for a sum of(in word &
figures).....valid for (180) one hundred eighty
days from the date of opening of the tender viz.....is required to be submitted by the tenderer as
a condition for the participation . This Bank Guarantee and undertakes during the above said period of (180)
one hundred eighty days to immediately pay on demand The COMMANDANT, 44THBn, ITBPolice in writing the
amount of(Words (figures)

.....without any reservation and recourse if :-

- (i) The tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- (ii) The tenderer withdraws the said tender within 180 days after opening of tender or
- (iii) The tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period in the General conditions of the contract.
- The Guarantee shall be irrevocable and shall remain valid up to if further extension to this guarantee is required, the same shall be extend to such required periods on receiving instruction from M/S..... on whose behalf this guarantee is issued.

Date:

Signature.....

Place:.....


Witness:.....

Printed Name.....

(Designation)

(Bank's common Seal)

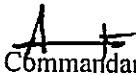
Signature of the Tenderer
With R/stamp of firm


Commandant
44TH BN, ITBP
(For and on behalf of the President of India)
44TH BN, I.T.B. Police

Price Bid

1. BOQ will be available with tender documents on CPPP portal on excel sheet, which should be Downloaded by bidders as per instructions.
2. Price should be firm and indicated on BOQ (excel sheet), which should include all taxes.
3. No extra taxes or cost will be paid on above prices after opening of financial bid.
4. There should be no entry of rates/price/cost on any pages of tender documents. If any firm indicates or write rates on tender documents, he will be summarily disqualified from tender process.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th Bn. I.T.B.P.F.
 (For and on behalf of the President of India)
 44th वी मी लि. सी. पी. ए.
 44th Bn. I.T.B. Police

APPENDIX-4
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS.

A. DETAILS OF ACCOUNT HOLDER -

Name of account holder	
Complete contact address	
Telephone number/Fax/E-mail	

B. BANK ACCOUNT DETAILS:-

Bank name	
Branch name with complete address, telephone number and E-mail	
Whether the branch is computerized?	
Whether the branch is RTGS enabled? If yes, then what is the branch's IFSC code?	
Is the branch also NEFT enabled?	
Type of bank account (SB/current)	
Complete bank account number (<u>new</u>)	
MICR code of bank	
Name & address of the beneficiary/ payee	
IFCS (Indian financial system) code	

C. DATE OF EFFECT -

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed, or not effected at all for reasons of Incomplete or Incorrect Information, I would not hold the user Institution responsible. I have read the option Invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

(.....)

Signature of Customer

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

(Bank's Stamp)

Date:

(.....)
Signature of the Authorized Official from the Bank

1. Please attach a photocopy of Cheque along with the verification obtained from the Bank.
2. In case your Bank Branch is presently not "RTGS enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above Proforma to the Department at the earliest.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th BN, I.B.P.F.
 (For and on behalf of the President of India)

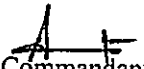
४४ वीं भारतीय लोकतंत्र दल
 ४४th Bn. I.T.B. Police

APPENDIX-5SECURITY CLEARANCE DETAILS

Name	
Father's Name in full/ Nationality	
Date of Birth	
Place of Birth	
Nationality	
Passport Number	
Issued by	
Valid till	
Indian Visa Number	
Visa Validity	
Present Address	
Name of the Firm	
Designation	
Address in India Name of the firm/institution whom representing/address/contact numbers	
Meeting requested with	
Place of meeting	
Date & time of meeting	
Lap Top Serial No.(If you plan to take with you for meeting	

Note :- In case of foreign rep, must enclose with Technical Bid.

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44TH BN I.T.B.P.F.
 (For and on behalf of the President of India)
 44 वीं भारतीय सीमा सुरक्षा बल
 44TH Bn. I.T.B. Police

CERTIFICATE TO BE SIGNED BY THE TENDERER
DECLARATION CERTIFICATE

It is certified that I/We have read over and understood all instructions contained in tender enquiry and its schedule along with policy matter given in Rules of contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA and other relevant departments of Government of India from time to time till date of issue of this tender, placed by the Central Purchase Organization of the Government of India", as amended up to date. I/We have also understood that any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.

2. It is declared that all Appendix and forms given in Chapter VII and all other required documents are properly filled stamped and signed as correct and updated in best knowledge of bidder. This will be in support of bidder's eligibility, qualification and responsiveness of their bid.

3. It is declared that all requisite Appendix, questionnaire and format given are duly signed, stamped and uploaded on CPP portal well before last date and time

4. Bidder is responsible for the correctness of the information filled in the Bid documents and shall be responsible for legal course of action in case of any mischief, incorrect, misleading fact or declaration found in their technical bid and other relevant documents. In that case they would also be liable for suspension of business, debar from participation in ITBP alongwith other CAPF (MHA) tender.

Signature of tenderer:- _____


Name in block letters: _____

Name of firm: _____

Full address: _____

- i) Telephone No.
- ii) Mobile No.
- iii) Fax No.
- iv) Email id
- v) Website

Signature of the Tenderer
With R/stamp of firm

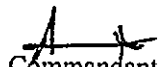

 Commandant
 44th Bn. ITBP
 (For and on behalf of the President of India)
 44^{वीं} ब्रिगाद भारतीय सीमा सुरक्षा बल
 44th Bn. IT.B. Police

CHECK LIST FOR TENDERERS

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

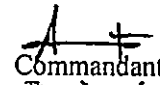
Sl. No.	Requirements to be checked before submission of the tender	Complied (Please indicate Yes or No)	Indicate Page No.
1.	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this uploaded.		
2.	If registered with NSI/DIC/KVIC/MSME Udyog, Aadhar and copies of valid registration certificate uploaded.		
3.	If an SSI/MSE (Micro Small Enterprises), it has been mentioned in tender & copy of valid registration certificate uploaded.		
4.	Complete tender documents have been uploaded, after digital signature & stamping on all pages.		
5.	Signatures of witness with full name and address have been added wherever required on tender document.		
6.	Proposal has been submitted in two bid system – Technical Bid & separate price Bid as per tender enquiry.		
7.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.		
8.	Delivery Terms & Period as per tender has been accepted and mentioned in tender.		
9.	Payment Terms as per tender have been accepted and mentioned in tender.		
10.	Compliance statement in format required in tender has been uploaded along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.		
11.	Performance (supply) statement for previous 3 years as required in tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.		
12.	Warranty terms as per tender accepted.		
13.	Samples of items submitted or not		
14.	Condition of contract have been accepted and specifically written in tender documents.		
15.	The following proforma enclosed with tender have been properly & completely filled in, signed & stamped. i) Offer of stores ii) Details of participating firm(s) iii) Declaration Certificate		

Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th Bn., ITBPF
 (For and on behalf of the President of India)
 श्री भा. ति. ब. प. डल
 44th Bn. I.T.B. Police

16.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt/Private agency.		
17.	Rate of each brand to be quoted against the row mentioned/asked for.		
18.	Rate to quoted as per quantity of pack/kg/ltr mentioned above.		
19.	Date of manufacture, MRP, date of the expiry should be clearly seen in the packet.		
20.	Grade of the item with specific name, to be mentioned in remark column, if needed where ambiguity of grade exist e.g Chilli, dals.		
21.	All products should have AGMARK/FSSAI marked on packed items.		
22.	Sample in sealed 250 gm packets as per the package asked for in the tender to be provided on or before the technical bid is opened.		
23.	Experience certificate of the firm for last 03 (three) years with government agencies/organization attached or not.		
24.	Last financial year Annual business turnover (minimum one and half crore) certificate attached or not.		

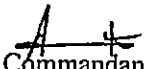
Signature of the Tenderer
With R/stamp of firm


 Commandant
 44th Bn. I.T.B. PF
 (For and on behalf of the President of India)
 44 वीं भातिमसिपु बल
 44th Bn. I.T.B. Police

31
APPENDIX-08

ABBREVIATION OF TENDER ENQUIRY

1)	DG	-	DIRECTOR GENERAL
2)	ITBP	-	INDO TIBETAN BORDER POLICE
3)	FHQ	-	FORCE HEADQUARTER
4)	CPP	-	CENTRAL PROCUREMENT PORTAL
5)	MHA	-	MINISTRY OF HOME AFFAIRS
6)	NSIC	-	NATIONAL SMALL INDUSTRIES CORPORATION
7)	MSME	-	MICRO, SMALL & MEDIUM ENTERPRISES
8)	MSE	-	MICRO & SMALL ENTERPRISES
9)	GFR	-	GENERAL FINANCIAL RULE
10)	NIC	-	NATIONAL INFORMATICS CENTRE
11)	QR	-	QUALITATIVE REQUIREMENTS
12)	TD	-	TRIAL DIRECTIVE
13)	TE	-	TENDER ENQUIRY
14)	NIT	-	NOTICE FOR INVITATION OF TENDER
15)	OTE	-	ONLINE TENDER ENQUIRY
16)	AT	-	ACCEPTANCE OF TENDER
17)	OEM	-	ORIGINAL EQUIPMENT MANUFACTURER
18)	BOO	-	BOARD OF OFFICERS
19)	LC	-	LETTER OF CREDIT
20)	EMD	-	EARNEST MONEY DEPOSIT
21)	PSD	-	PERFORMANCE SECURITY DEPOSIT
22)	MRLS	-	MANUFACTURER RECOMMENDED LIST OF SPARES
23)	CAMC	-	CONTRACTUAL ANNUAL MAINTENANCE CONTRACT
24)	BG	-	BANK GUARANTEE
25)	DGCA	-	DIRECTOR GENERAL OF CIVIL AVIATION
26)	EUC	-	END USER CERTIFICATE
27)	DGFT	-	DIRECTOR GENERAL OF FOREIGN TRADE
28)	TEC	-	TECHNICAL EVALUATION COMMITTEE
29)	DDP	-	DELIVERED DUTY PAID
30)	SEZ	-	SPECIAL ECONOMIC ZONE
31)	KVIC	-	KHADI AND VILLAGE INDUSTRIES COMMISSION
32)	NCNC	-	NO COST NO COMMITMENT
33)	PDI	-	PRE-DELIVERY INSPECTION
34)	GOI	-	GOVERNMENT OF INDIA
35)	SMT	-	SPECIAL MAINTENANCE TOOLS
36)	STE	-	SPECIAL TESTING EQUIPMENT
37)	MOF	-	MINISTRY OF FINANCE
38)	NABL	-	NATIONAL ACCREDITATION BOARD FOR TESTING AND CALIBRATION LABORATORY
39)	DSC	-	DIGITAL SIGNATURE CERTIFICATE
40)	TIA	-	TENDER INVITING AUTHORITY
41)	BOQ	-	BILL OF QUANTITY
42)	CVC	-	CENTRAL VIGILANCE COMMISSION
43)	AOC	-	AWARD OF CONTRACT
44)	MSMED	-	MICRO SMALL AND MEDIUM ENTERPRISES DEVELOPMENT


Commandant
44th Bn. ITBP
(For and on behalf of the President of India)
44th Bn. ITBP
44th Bn. ITBP