

Office of the Commandant 48th BN
Indo Tibetan Border Police Force,
MHA/ Govt. of India,
Sisia Camp, Katihar (Bihar)-854108
Email id No: itcell 48thbn @itbp.gov.in

Dated: 06/03/23

NOTICE INVITING E-TENDER

For and on behalf of the President of India, Commandant 48th BN ITBP, Sisia Camp, Katihar, (Bihar) invites online tender less than two bid system (Technical and Commercial Bids) in prescribed form for Supply of Dry Ration Items April-2023 OR from date of acceptance of tender to 31-03-2024 as per following details.

S.N.	Description of items	Cost of Tender	Earnest Money Required	Cost of Tender Set (NonRefundable)
1.	Supply of DRY Ration ITEMS AS PER Appendix	10,00,000/-	20,000/-	Nil

2. Time schedule of Tender opening-

SL.No	Particulars	Date	Time
1.	Date of publication of Tender	06-03-23	1600 hrs
2.	Document Download Start Date	07-03-23	1000 hrs
3.	Document Download End Date	28-03-23	1000 hrs
4.	Bid Submission Start Date	07-03-23	1000 hrs
5.	Bid Submission End Date	28-03-23	1000 hrs
6.	Physical submission of Earnest Money Deposit/ Bid Money and cost of Tender documents.	29-03-23	1000 hrs
7.	Date of Technical Bid Opening	29-03-23	1600 hrs

Financial bids will be opened after detailed scrutiny of financial bids.

3. The E- tender documents must be uploaded online in two (02) covers: -

A) Cover-1: It shall contain scanned copies of eligibility information as under.**B)**

S.N.	Details
1	Scanned Copy of PAN Card & GST Registration certificate.
2	Scanned Copies of latest Income Tax clearance Certificate of last 03 years.
3	Scanned copy of Aadhar Card.
4	Scanned copy of valid trade licence certificate.
5	Scanned copy of experience certificate.
6	Scanned copy of Tender form duly fill up and sign with stamp of tendered.
7	Scanned copies of bid security in the shape of bank draft/Fixed Deposit duly pledged in favor of Commandant 48 th Bn ITBP, Sisia Camp, Katihar. The EMD should be payable at State bank of India, Fuldobhi, Katihar (Bihar)
8	Scanned copy of Character Certificate of Contractor from DM/SDM/ Tehsildar issued not earlier to 3months.
9	If firm is registered with MSME then firm should submit scanned copy of MSME registration certificate.
10	Certificate in terms of authorized dealer for said equipments.
11	Black listed declaration certificate.
12	Scanned copy of any other relevant document which the firm wishes to submit
13	Latest Bank performance/ solvency certificate.


B) Cover-2: It Shall contain "Financial Bid" on the prescribed form BOQ (Bill of Quantity) where firm will quote his offer for Transportation of store, Taxes, duties discount if any.

Contd-2-

General Instructions -

1. Rates must be clearly written in figures as well as in words.
2. There should not be any cutting/over writing.
3. The tenderer/firms who fail to fulfill the eligibility conditions will be summarily rejected.
4. **The firms will have to submit all original documents (as mentioned in cover-1) including EMD, Cost of Tender documents in the office of Commandant 48th Bn ITBP, SisiaCamp, Katihar Bihar on 29-03-23 up to 1000 hrs. The experience certificate must Contain name, designation, address, Phone no, fax no, mail id of issuing officer. The Certificate should be countersigned by concerned office head/ Deptt. head.**
5. Bid security(also known as Earnest Money) is to be obtained from the bidders except aMicro and Small Enterprises(MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and medium Enterprises(MSME) or are registered with the central purchase Organization or the concerned Ministry or Department.
6. It is mandatory to submit advance samples of all types of food items before technical evaluation. Advance sample will have to be submitted by firms on 29-03-2023, 1000 hrs to 48th Bn ITBP, Korha, Katihar(Bihar)-854108 .
7. Manufacturing date of goods should be near by from the date of supply.
8. **Products to be supplied as per the brand mentioned at the time of supply order.**
9. In case tender opening day is declared as holiday, the tenders shall be opened on nextworking day at same time.
 - a) Only offers submitted online through E- procurement portal will be considered.
 - b) The bidders should keep checking the website for any addendum/corrigenda to the Notice/Bidding documents till the date of online submission of bids and the bidder should incorporate the same in his bid documents.
 - c) Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
 - d) The bidders have to submit their bids online in electronic format with digital signature. The bids proposed without digital Signature will not be accepted.
 - e) Bids will be opened online as per time schedule mentioned.
 - f) Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
 - g) The department will not be responsible for delay in online submission due to any reasons.
 - h) All the required information for bid must be filled and submitted online only.
 - i) The details of EMD and other documents specified in the tender documents should be the same as submitted online (Scanned copies) otherwise tender will summarily be rejected.
 - j) The firm should register himself on website <http://eprocure.gov.in/eprocure/app>) and obtain user ID, password before bidding.
 - k) Entire tender process will be carried out online through above mentioned website.
 - l) As the bids are to be submitted online and required to be encrypted (by their user public-key) and digitally signed, the bidders are advised to obtain Digital Signature Certificate (DSC) from suitable vendors or from any authorized agencies.
 - m) Performance Security: - the successful tenderes are required to deposit performance security of the total basic price value of the contract at 5% (05%) within 07 days from the date of issue of contract. The performance security will remain valid for a period of 60 days beyond the date of completion of all contractual obligations receipt of store in good condition of the supplier including warranty obligations.
- 10) The detail particulars and tender forms can be downloaded from CPP Portal w.e.f. **07-03-23 to 28-03-2023 (1000Hrs)**. The completes Tender Inquiry will also be available on ITBP website (<http://itbpolice.nic.in>).
- 11) All firms have to submit earnest money as mentioned above along with their Technical Bid.
- 12) In case of any query tenderers may contact at following phone no/ mail id.

	Telephone No.	ID Mail
Chairman(Grain shop), 48 th Bn, ITB POLICE	6204979126	itcell48 th bn@itbp.gov.in
Conserved SOs,48 th Bn, ITB POLICE	09162984462	


 Commandant
 48th BN, ITB POLICE
 For and on behalf of the President of India
 48वाँ बॉटलिंग बटन बि सी पी

TENDER FOR SUPPLY OF DRY RATION FOR 48 BN ITBPF, SISYA CAMP KATI HAR, BIHAR

(Note: Tender sets are Not Transferable)

Tender No. 01/DRY RATION/2023-24

Tender fee Rs. -Nil

Date _____

Name of Tenderer/Firm/Ltd. Company, who purchased
Tender document _____

No. IV.21012/G.SHOP/48 BN, ITBPForce (Katihār)/63(1) /16 _____

INSTRUCTIONS TO TENDERERS

With reference to the preparation and submission of tender for the supply Dry Ration for 12 (Twelfth) Month fm Tender Except

To _____

On behalf of the President of India I have to state that: -

1. Online Tenders (in two bid system)for the supply of Dry Rations shown in the SCHEDULE/BOQ attached from April-2023 to 31.03.2024 are invited and will be received online by the Commandant 48THBn., ITBP Force, Sisia Camp Katihar, Biharup to 1000 hrs on 28-03-23.

S.N.	Description of items	Cost of Tender	Earnest Money Required	Cost of Tender Set (NonRe-fundable)
1.	Supply of DRY Ration ITEMS AS PER Appendix	10,00,000/-	20,000/-	Nil

2. Time schedule of Tender opening-

Sl.No	Particulars	Date	Time
1.	Date of publication of Tender	06-03-23	1600 hrs
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4.	Bid Submission Start Date	07-03-23	1000 hrs
5.	Bid Submission End Date	28-03-23	1000 hrs
6.	Physical submission of Earnest Money Deposit/ Bid Money and cost of Tender documents.	29-03-23	1000 hrs
7.	Date of Technical Bid Opening	29-03-23	1600 hrs

2. (1) The form of tender is attached showing the conditions of supply and include a BOQ, on which you should fill in your firm & final rates both in words and in figures. F.O.R. destination-with due regard to qualitative requirements mentioned therein. Your rates are to include patent rights (if any) and all freight charges duties, taxes, rates or imposition whatever liable in respect of the supplies (except) in case where the contractor is allowed, by the law under which such duties taxes, rates or imposition are levied, to obtain subsequent refund of dues so paid on presentation of the necessary certificate and unless otherwise stated in schedule. You may not quote fractions of paisa in giving those rates


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Except in case of mound mile carriage contracts when fraction of paisa may be quoted. You have to digitally sign and submit both the tender and BOQ.

2(ii) 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 latter are in any way repugnant to the former.

3. (i) (a) If you are a firm (i.e. you have a partner or partners) each one of you must sign on all pages of the tender documents including the BOQ.

If any partner is absent the forms will be signed by his duly constituted attorney.

If any partner has signed the tender or any documents forming part of the contract on behalf of the firm, the original partnership agreement for 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 or such other documents.

If you (or he or any of your partners) is unable to write you (or he) must make your/his mark or affix your/his seal instead and this mark or seal must be attested and dated by some responsible person.

In case where verified copies or partnership deeds and power of attorney are held by the executive authorities and have been submitted at the time of their registration, the following certificates only may be attached to the tender: -

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

I am the Manager and hold a proper power of attorney (copy attached) from other partner in my favour.

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(S)
1st Partner: _____	_____

2 nd Partner: _____	_____
Signature of the Manager	Signature of sole Proprietor

Note: Item not applicable to be deleted.

(ii) If you are not having partner of the firm the following certificates is to be attached to the tender:

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


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In the case of limited company registered in accordance with the articles of association, the following certificates may be attached to the tender: -

"I certify that I am Managing Director and I hold the power of attorney executed in accordance with the articles of the association of the company to sign all documents on behalf of the company"

(iv) In case where a partner of a firm dies before acceptance of the tender the surviving partner (or partners) and the legal tender representative of the deceased must renew the tender. The signature of one recognized agent on behalf of the firm can only be accepted if he holds proper power of Attorney.

(v) The proper power of attorney should be signed by all these partners. This power of attorney must be properly stamped and registered 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.

4. You must deposit, the amount of Bid Security (Earnest Money) shown in the tender documents. The Bid Security (Earnest Money) with validity of 45 days w.e.f. the date of opening of tender must be drawn/pledged in favour of Commandant 48 BN, ITBP. This Bid Security (Earnest Money) must be in one of the following forms: -

(a) Demand draft from scheduled banks payable at SBI Fuldobhi (Code No. 8392)

(b) Deposit at call receipt of a Scheduled Bank (including the State Bank of India and its subsidiaries approved under the Bank Guarantee Scheme).

5. The successful tenderer(s) will be notified on acceptance of his/their 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 arrangements, incur any expenditure in anticipation of receipt of notice of acceptance he will have no claim for compensation.

6. On issue of the letter 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 tenderer will furnish the Performance Security (Security Money) as specified in the acceptance of tender letter and hand over the Treasury Receipt, the Bank Deposit receipt and Govt. Security etc. pledged as Performance Security (Security Money) to treasury to the Commandant 48 Bn, ITBPF by the time and date as specified in the acceptance of tender letter. No request of successful tenderer to retain the amount specified for Performance Security (Security Money) out of the payment of bills against supplies to be made for performance of contract would be entertained.

(i) Performance Security (Security Money) pledged/drawn in favour of Commandant 48 Bn, ITBPF and valid up to 6 months after the expiry of contract period may be deposited in Treasury and Treasury Receipt may be submitted in the following forms: -

National Saving Certificate: - These will be accepted at their surrender value at the time of tender. Those certificates should be formally transferred to Commandant 48 Bn, ITBPF, Sisia Camp, Katihar, Bihar with the sanction of the Head Post Master concerned.


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Promissory note and stock certificate of the Central or State Govt. Municipal debentures or port trust board. These will be accepted at 5% below the market price or at the face value whichever is less.

Money deposit receipt: - Deposit receipt of the State Bank of India or its subsidiaries only will be accepted.

Govt. security including post office Cash Certificate, Defence Saving Certificate, National Saving certificate and National Plan Certificates.

- (ii) The depositor should agree in writing to undertake any risk involved in the investment.
- (iii) The Bank should agree that on receipt of a signed Treasury Challan and withdrawal order from the pledges in respect of the depositor any part thereof it will at the amount specified into the nearest treasury along with the Challan and send Treasury receipt to the pledges.
- (iv) The responsibilities of the pledges in connection with deposit and the interest in it will cease when a final withdrawal order is issued to the depositor and intimation is sent to the bank of having done so.

7. The Bid Security (Earnest Money) of such successful tenderers will be returned as soon as the Performance Security (Security Money) has been furnished unless it is to be used as part of the security. The Bid Security (Earnest Money) of unsuccessful tenders unless forfeited under clause 9 below will be returned immediately after rejection of the tender.

8. The tenderer shall hold the offer open up to and including the period mentioned in the tender and BOQ. It is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted, in consideration of the stipulation on his part that after submitting his tender, he will not desist from his offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the foregoing stipulation the Bid Security (Earnest Money) shall be forfeited to the Govt. without prejudices to any other rights of the Govt. under this contract and laws. The Bid Security (Earnest Money) shall also be liable to be forfeited in full, if the tenderer fails to furnish Performance Security (Security Money) by the due date. No interest will be payable on the amount of the Bid Security (Earnest Money) in any case & no cognizance will be taken of any communication relating to withdrawal.

9. Tenders that do not comply with the above conditions and conditions mentioned in the tender notice are liable to be rejected on that ground.

10. The approval or rejection of tender in part or whole vests with the Commandant 48 Bn, ITBPF, Sisia Camp, Katihar Bihar who reserves the rights of rejecting any tender or any items in the tender without any cause assigned. Lowest tender will not necessarily be accepted.

11. The quantity stated in "BOQ" are approximate requirements and only given as rough guide and no claim for compensation will be made or entertained in case these quantities are overdrawn or under drawn. The periodical indents must be complied with at the contract rates whether the quantity demanded therein is in excess or less than the said approximate requirements.


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12. Any additional information required by tenderer can be obtained on application on any working day between 10 AM to 04 PM from Commandant 48 Bn, ITBPF, Sisia Camp, Katihar, Bihar up to 28-03-2023.

13. These instructions to tenderer are to be signed by you and returned with your tender.

14. Payments of bills of successful tenderers will be made after processing the same through Bank Draft or any Crossed Draft, Cheques or ECS.

Railway freight on all store imported by you in connection with requirement of the contract will be for you at public rates. Under no circumstances Govt. credit notes will be issued to you in this respect.

You will have no claim for compensation if any existing concession in octroi duty or in Railway freight or other charges granted by or understood to be allowed by the railway authorities be subsequently withdrawn, but in the event of any duty of customs or excise on the articles contracted for being imposed, increased, decreased or remitted after the contract that amount of such imposition, increase, decrease or remission shall be added to or reduced from the contract price as the case may be.

No priority certificate or letter to Railway or any other authorities will be given to you to facilitate the carrying out of the contract, except that, under exceptional circumstance, which must be explain by you in writing and accepted by him as justifying such assistance. The Commandant 48 Bn, ITBPF, Sisia Camp, Katihar Bihar is authorised to address the railway authorities to assist in supplying freight.

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

Commandant 48 Bn, ITBPF
Sisya Camp, Katihar Bihar
FOR AND ON BEHALF OF THE PRESIDENT OF INDIA
All the above condition are accepted by me/us.

SIGNATURE OF THE TENDERER

NAME (In block letters): _____

Full Address: _____

Telephone No. _____ Fax No. _____

Dated, the _____ day of _____


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48 Bn, ITBPF, Sisia Camp, Katihar Bihar

SIGNATURE OF THE TENDERER/S

Tender For the Supply of Dry Ration. (The details of Bid Security (Earnest Money) sent herewith to be filled in by the tenderer in space provided below).

Description	No.	Date	Face Value in Rs.
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To

The President of India through Commandant 48 Bn, ITBPF, Ministry of Home Affairs, Government of India.

1. I/We the undersigned agree that in the event of acceptance of this tender in whole or in part in my/our favour to supply/tender to Commandant 48 Bn, ITBPF, Sisia Camp, Katihar, Bihar or his representative(s) duly authorised to act for him in accordance with such acceptance so many/much of the articles as specified in the BOQ attached here or as he may actually require from time to time during the period April-2023 **OR from date of acceptance of tender to 31.03.2024(or to such date as this period may be extended to this tender)** subject to the conditions and stipulations specified in these tender documents (including any schedule and specifications and conditions contained therein or attached thereto) or in the acceptance tender letter (All of which will constitute & thereafter referred to as the contract).

2. I/We shall deliver/tender the supplies at my/our expense in such quantities at such times in such manner to such person and at such place (Within the concern by the contract as specified in the BOQ) as the Commandant 48 Bn, ITBPF, Sisia Camp, Katihar Bihar may direct. Further in consideration of our agreement to take from me/us and from other contractor the entire number of supplies which the officer or officers operating the contract may require within the period of the contract or extended period of contract other than such as Govt. may themselves supply including products obtained from their own stores and subject to the provisions of clause 7 thereof. I/we find myself/ourselves not to revoke and my/our tender during the aforementioned period.

3. I/we shall furnish as a Performance Security (Security Money) within 07 days of issue of the acceptance of this tender (in whole or in parts) or before the commencement by me/us of the performance of the contract whichever is earlier or with such extended time as may the sole option of the contract operating authority be granted to me/us for the amount specified in the said letter of the acceptance. If any breach and non-performance of contract occurs any time same will lead to forfeiture of the Performance Security (Security Money) besides any recourse open to Contract Sanctioning Authority as per contents of these tender documents including risk purchase at our expense and cost. If I/we fail to furnish such Performance Security (Security Money) within time, this contract will be forthwith terminated and Bid Security (Earnest Money) forfeited under the order of the Officer sanctioning the contract.


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4. Any changes in the constitution of my /our firm shall be notified forthwith by me/us in writing to the authority sanctioning the contract and such change shall not be relieve any former member of the firm from any liability under the contract. No new partner/partners shall be accepted in to the firm by me/us in respect of this contract unless he/they agrees to abide by in respect of all its terms and conditions and deposits with the officer sanctioning the contract a writing agreement to this affect. My/our receipt or acknowledgement of that of any partners subsequently accepted as above shall bind me/us and will be a sufficient discharge for any of the purpose of the contract.

5. The office sanctioning the contract may authorize such officer(s) he may wish to operate the contract on his behalf and I/we and my/our agent will accept and carry out instructions given by such officer (or their representatives) in connection with contract as if these were issued by the Officer sanctioning the contract.

6. All money or compensation payable by me/us to Govt under the terms of the contract may be deducted from or realised 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 Performance Security (Security Money)being reduced by any reason. I/we shall within 07 days from the date of my/our being called up on to do so make good the amount required to complete Performance Security (Security Money)to the original value.

7. (i) The officer to whom supplies are to be delivered in the contract referred to as "The Contract operating Authority" (whichexpressed shall include his duly authorised representatives including Line Committee formed by him) may reject the supplies in whole or in parts if in his opinion they are not in all respects in accordance with the contract.

I/we shall not charge or claim to be paid for supplies rejected as above and such supplies shall be removed by me/us at once at my/our own expense.

I/we shall be neither claim or be entitled to payment for any damage that rejected supplies may suffer from cutting, tearing or any harm, incidental to a full proper examination and test of such supplies.

Govt. shall not shoulder any liability for safe custody or whatever of rejected supplies and these shall be at my/our risks. If rejected supplies be not removed by me/us after the rejection immediately, the officer operating the contract shall be entitled to cause the same to be removed and charge to me/us the expense incurred or on such removal from his premises. In case of disposal & rejected supply, the officer sanctioning the contract or his representative can sell or otherwise dispose of the rejected goods at my/our risk and to retain sale proceed towards any sum due from me/us on account of such rejection of supply.

Govt. shall in the event of rejection of supplies be entitled to demand replacement at my/our own costs of such supplies of the quality required within 48 hours of intimating the rejection or if replacement is not permitted to recover from me/us the freight at public tariff rate of replacement supplies arranged by him under own arrangements at our risk and cost from the place of despatch or any place to the place at which rejection took place.


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8. In the events of: -

(i) Rejection of my/our supplies described in paragraph 7 above or my/our failing, dealing, 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 sanctioning contract shall be at liberty (without prejudice to any other) remedy the Govt. may have no account for 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 the Govt. or otherwise my/our expenses such supplies as may have been rejected or that I/we have fail, decline, neglect or delayed to supplies or such authorized substitute thereof as are specified in the BOQ hereto and are approved by the officer operating the contract or any excess cost incurred over the contract price (together with all incidental-charges) or arranging of such stocks or supplies (together with all incidental charges or expenses) shall be recoverable from me/us on demand.

9. (A) The officer sanctioning the contract may rescind this contract by notice to me/us in writing: -

If I/we assign or sublet my/us without his written approval, or if I/we attempt to do so.

If I/we or any of my/our agent servants shall: -

Be guilty to fraud in respect of the contract or any other contract entered by me/us with the Govt.


Directly or indirectly gives promise or offers any bribe gratuity, gifts, loans, Rewards and advance pecuniary otherwise to any officer or person in the employment of the Govt in any way relating to such officer or person's office of emolument.

If any such officer and person mentioned to sub paragraph of this para becomes in any way directly or indirectly interested in the contract.

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.

If I/we or any of my/our partners is become insolvent or apply for relief as an insolvent debtor or commence any instance or make any imposition with my/our creditor or attempt to do so or in the case of our being a registered company any order be duly passed for the winding up of the company.

If it should transpire that I am/we are doing business conjointly with any other contractor(s) or have formed a cartel or agreement with such contractors in consideration of monopolising the contract on own rates.


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43rd Battalion, The Royal Gurkha Rifles
48, Chitwan, Nepal

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(B) In case of such rejection my/our Performance Security (Security Money) (or such portion thereof) as the officer sanctioning the contract shall consider adequate shall stand forfeited and be absolutely at the disposal of Govt without prejudice to any remedy or action that the Govt may have to take. If this contract be for supply at more than one station, its decision under those conditions shall not be affected by the acceptance, meanwhile or subsequently of supplies accepted or made at any station in ignorance of the rescission.

(c) In the case of such decision, the Govt shall be entitled to recover from me/us or demand any extra expense that the Govt may be put to incur in obtaining supplies hereby agreed to be supplied, from anywheres in any manner mentioned in clause 8 hereof for the period for which this contract was entered into without prejudice to any other remedy the Govt may have.

10. Notwithstanding anything contained herein and without prejudice thereto the officer operating the contract may recover from me/us as compensation such as he considers reasonable.

- i) If any goods entrusted to me/us under the contract be lost, damaged or depreciated.
- ii) If I/we fail to observe or perform any condition of the contract.

11. Decisions as to recovery of money from me/us in respect of purchase or arrangement made at my/our expense or of compensation by order of the officer operating the contract under paragraph 8 or 10 above and any order for rescission of the contract by the officer operating the contract under paragraph above shall be subjected to appeal if preferred in writing by me/us within 15 days of issue of such decision or order to Commandant 48 BN, I.T.B.P.F. Katihar whose decision will be accepted as final. If such appeals were not duly notified to him within this period the original decision or order in question contract-operating officer shall be accepted as final.

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

13. No payment will be made in advance for any supplies under this contract.

14. On the supplies being accepted, I/we shall be entitled to be furnished with a receipted voucher or certificate from the contract operating officer or his representative.

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

16. I/We shall ensure that my/our servants and agents accept and conform to any instructions that may be given to them by the officer sanctioning the contract or the officer operating the contract for proper execution the contract.


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48 Ba I.T.B. Dalhousie Camp

SIGNATURE OF TENDERER/S

17.(i) I/We shall submit the bills for supplies made under the contract to the contract-operating officer Commandant, 48thBn, Katihar (Bihar) or his representative within 07 days of such supplies being duly accepted. These bills will be presented by me/us on the correct printed form, shall be pre-receipted by me/us and be supported by the receipted vouchers given to me/us and by the receiving officers/Line Committee. The charges in these always be entered at the same rate for each supply as are shown in the contract.

(ii) If any retrenchment be made in payment of any bills submitted by me/us other than in respect of ordinary audit objection and except in respect of recoveries under paragraph mentioned above, on which final decision have already been given, such retrenchment shall be subjected to an appeal if preferred by me/us in writing within two months to the officer sanctioning the contract whose decision shall be accepted by me/us as final. If the retrenchment were withdrawn and submission of fresh bills for the amount retrenched be sanctioned, I/We shall submit this bill to the Contract operating officer or his representative with all necessary supporting voucher within 15 days decision being given.

(iii) My/our Performance Security (Security Money) or any balance thereof remaining at the end of the contract shall be returned to me/us only after my/our account have been finally audited and settled and until I/we have executed the usual 'No Demand' and given a "No dues-cum- clearance certificate" by contract operating authority.

18. In the event of withdrawal (or reduction in the number of personnel in the concerning units) and consequent ceasing/ reduction or increase in demand, I /we shall not be entitled to any compensation and bound to supply the demanded quantities as per contract rates. The officer operating the contract will, however, make reasonable endeavours to give us intimation of any impending complete withdrawal or of any reduction or increase seriously affecting quantities likely to be required under the contract.

19. I/We acknowledge that I /We have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and I/We shall not plead ignorance at the any of these as excuse in case of rejection of supplies tendered by me/us or with a view to either asking for enhancement of any rates agreed in the contract or to evading any of my/our obligation under the contract.

20. (a) Any case of difference pertaining to interpretation of provisions of contract, settlement of which is not herein provided for shall be referred to the sole arbitration of the officer sanctioning the contract or his successor in office or any person of Govt of India nominated by him.

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


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(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 the termination of contract shall mean and include: -

The last date of the delivery of goods according to the terms of contract.

In case where the contract is cancelled wholly or partly, the date when the letter of cancellation is issued.

Subject as aforesaid the arbitration Act 1940 or any statutory modification of cancellation thereof for the time being in force or any rules made. There under apply to the arbitration proceedings under this clause.

SIGNATURE (S) OF TENDERER

SIGNATURE OF WITNESS: _____

NAME: -----

ADDRESS: -----

OCCUPATION: -----

STATION: ----- Dated the ----- day of ----- 2017/18


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S.D. Police Force

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GENERAL CONDITION

I/We agree that: -

The supplies will be tendered in accordance with the specification and terms & conditions attached hereto in tender documents including the BOQ and as referred in contract (Acceptance of Tender letter).

It is clearly understood that the specifications referred to above shall be interpreted as the minimum standard of size and quality of supply, which shall be the best according to the season and as available in the local markets.

(a) The Govt. reserves the right to issue the produce of any Govt. or Govt. aided/sponsored scheme either 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 no claim against the Govt. as damages or compensations on account of the suspension or creation of supply in full or in part caused by such issue.

(b) I/We shall ensure a sufficient and continuous supply of commodities throughout the period of my/our contract with due regard to sub Para (a) above and as per qualitative requirement and periodicity mentioned in the BOQ to tender and various paragraphs of these tender documents.

The supplies tendered will be subject to inspection and approval by the board of officers of the Concerned Contract Operating Authority/Consignee. Any supply rejected by the above authorities on inspection before or during the issue will be replaced within 48 hours from the time of rejection as conveyed in writing to my representative carrying the supplies. The officer concerned may proceed to procure the supplies at my/our risk and expense under the provision of 7(i) clauses of the tender after the expiry of stipulated period for providing the replacement by me/us.

In case of dispute between me/us and representative of officer operating the contract regarding quality/quantity of the supplies tendered, I/We agree to abide by the decision of the Concerned Contract operating authority or of such officer as may be detailed by him to investigate the case and his decision shall be find and binding.

Delivery will be made on transport arranged for and paid by me/us. I/We will also provide labour for unloading of the items at places of delivery and for weighing the accepted quantity of supplies.

The stores will be supplied in packing material, which I/we will arrange to retrieve from unit concerned under my/our own arrangements.

(a) The receipt for transaction will be certified by the Commandant 48 Bn I.T.B.P.F. Katihar or his authorized Gazetted Officer, which will support my/our bill for audit and payment.

(b) I/We hereby agree that only Govt. Cheque/Demand Draft will make the payment for supplies tendered by me/us under the contract to the credit of my/our account in a recognized Bank on the union of India only by Govt. Cheque/Demand draft/CES.



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(c) I am/we are required to acknowledge the receipt of all Cheques/ Bank drafts issued in my favour with regard to cheques sent to me/us by post. I/we shall acknowledge receipt within fifteen days from the date of their receipt. Failure on my/our part of acknowledgement of receipt will render me/us liable to forfeit privilege for receiving cheques by post and unless I/we furnish the satisfactory explanation for my/our default in this respect payments through cheques and Bank drafts sent by post shall not be resumed and I/we shall be required to obtain cheques to future payments on this contract from the Concerned Commandant or his representative after rendering proper receipt.

If an agent is employed by me/us for the delivery of supplies to 48 BN Katihar, I will ensure to verify his antecedents from Concerned Police Authorities of the area to which he belongs. Furthermore, if any agent is considered undesirable by the officer operating the contract, he will be replaced by me/us by suitable and Security Vouchsafed person.

Any restriction whatever imposed by the local or provincial Govt. on the export or import of the articles contracted will not absolve me/us from the obligation of this contract and will not be accepted as an excuse for non-delivery of the same.

Under this contract I/we cannot refuse to provide qualitatively & quantitatively the exact articles/ items-contracted by us for which periodical indents are given to us by contract operating authority or his authorized representative. Substitute of such demanded items can however be specified by the Commandant 48 Bn., ITBPF, Sisia Camp, Katihar Bihar for a limited period/occasion as a special case in such circumstances for supply when he is convinced about genuineness inability to provide same after verifying the availability or otherwise of same in local market. The items thus supplied will be paid for as per rates quoted in the BOQ for original items by us. I/ We will not have any claim for special rates in respect of articles thus provided.

In case of any shortfall in supply of tendered articles/items contracted by us qualitatively or quantitatively or both, it has to be provided within 48 hrs once shortfall is conveyed in writing to me/us or to my/our representative. Failure to which, the consignee concerned may proceed to procure the such short supply from local market at prevailing local rate and the cost on account of such articles/items will be borne by me/us.

I/We shall be responsible to pay octroi /sales or any other Tax liable on contract supplies to Municipal Committee or any other civil authority, wherever applicable as we are quoting our rates on FOR destination basis.

I/we fully understand that this contract is liable to terminate at 20 days notice, when a change in the system is ordered by the Commandant 48 Bn, ITBPF, Sisia Camp, Katihar Bihar. We also agree that Commandant 48 BN, ITBPF, can also increase the duration of contract up to 2 months on his own and further up to 4 more months subject to taking our concurrence in writing without any change in rates or condition of tenders.

I/We hereby agree that Govt. shall be discharged from all liabilities under the contract or otherwise in relation to the subject matter thereto unless the arbitration or a suit where such lies, is commence within six months from the expiration of the period mentioned in the BOQ or any extension thereof. The Officer sanctioning the contract may extend the period of six months aforesaid in writing if owing to audit objection. It is not in the opinion of the officer sanctioning the contract participate for me/us to commence with such arbitration of suit in the period aforesaid.



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TERMS AND CONDITIONS

1. drawn/ Bid Security (Earnest money) amounting to **Rs- 20,000/- (Rs. Twenty Thousand only)** for bidder who apply for supply of Dry ration 48TH Bn ITBP will be deposited in the form of call receipt/Bank Drafts/FDR payable at S.B.I. Fuldobhi (Code No. 8392) duly pledged in favour of the Commandant 48 BN , ITB Police Force. Cheque/cash will not be accepted. Tenders received without Bid Security (Earnest Money) will not be entertained and would be subject to outright rejection. Bid Security (Earnest Money) will be refunded to the unsuccessful tenderers within 30 days of issue of Acceptance of Tender letter. However same can be adjusted against Performance Security (Security Money) for successful tenderer if so desired and applied by him in writing.
2. Conditional and incomplete tender and the rates given in a form other than as required vide BOQ will not be considered.
3. The opening the tenders will be done by a board of officers appointed by Commandant 48 Bn, ITBPF, Sisia Camp, Katihar Bihar. The boards' decision about validity or discrepancies of a tender should be final and no representation/appeal shall be entertained in this regard.
4. Within 07 days from the date of issue of acceptance letter the successful tenderer will have to deposit prescribed Performance Security (Security Money) in favour of Commandant 48 Bn., ITBPF, Sisia Camp, Katihar Bihar as per para - 6 (i) of page 3 of this tender document, failing which the tenderer will be liable to forfeit his Bid Security (Earnest Money) and the Commandant 48 Bn will be at liberty to make risk purchases at the cost of the tenderer/firm out of such forfeited Bid Security (Earnest Money).
5. Supply will be on credit and payment of bills will be made within **Forty-five days** from receipt of bills etc. by the respective units. No advance/cash payment etc will be made against delivery of Dry ration.
6. Supply will be inspected by a board of officers appointed by contract operating officer/ Commandant strictly in conformity with the qualitative requirement specified in the BOQ against each item as per the demand of specific items and its quantity given by Commandant 48 Bn. Board's decision to accept/reject the stores and to seek replacement of rejected quantity or even to insist on supply of such quantity of an item which was demanded by Consignee but not supplied will be final. No appeal will be entertained against the decision of the board.
7. Stores will be supplied/delivered at Commandant 48 Bn. ITBPF, Sisia Camp, Katihar Bihar.
8. **The undersigned reserves the right to accept/reject any of the tenders in part or whole without assigning any reason.**
9. The rates will be final and no variation would be accepted after acceptance of tender till completion of the contract period/ extended contract period.
10. Tenderers should enclose only valid/renewed certificate along with tender documents.


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11. Valid trade license is required to be enclosed with tender documents for supply of Dry Ration etc.

12. Tenderers should carefully fill in the below mentioned questionnaire and attached attested documents (which can be verified by Contract sanctioning authority from originals): -

13. None of the papers of this tender form should be removed/ tempered.

14. (a) Approximate quantity of DRY Ration as also qualitative requirement of items required during **April-2023 OR from date of acceptance of tender to 31-03-2024** mentioned in the "BOQ" attached. However as per standard contract condition of Ministry of commerce, Govt. of India, these quantities can be increased/decreased unilaterally by consignee by 25% and even more.

(b) However, by 20TH day of every month, the Commandant 48 Bn ITBP, Sisia Camp Katihar Bihar will prepare the item wise, quantity wise & fortnight wise, an approximate demand of Dry Ration required to be supplied by contractor during every fortnight (i.e. on every second Thursday and Fourth Thursday) of the ensuing month so as to facilitate advance planning by contractor in arranging the supplies on the Second/Fourth Thursdays of the month without fail.

(c) The responsibility of collecting this demand from Commandant 48 Bn, ITBPF, Sisia Camp, Katihar Bihar by 20th of every month will be that of contractor.

(d) In case of any unforeseen & emergent eventuality leading to sudden reduction or additions in the quantities, Commandant 48 Bn., ITBPF, Sisia Camp, Katihar Bihar will send written intimation for reduction or additions to contractor under their own arrangements at least 12 days in advance from next date of scheduled supply. (I.e. by Saturday in r/o supplies required on next Thursday).


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QUESTIONNAIRE

FIRMS/TENDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW AS MAY BE APPLICABLE IN THEIR CASE MAY PLEASE NOTED THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE FIRMS ARE LIABLE TO BE IGNORED/REJECTED

- (1) What is your Permanent Account Number allotted by Income Tax Deptt. : -----
(Attach photo copy duly attested).
- (2) Enclose latest copy of Income Tax clearance certificate: -----
(Attach photo copy duly attested)
- (3) Enclose proof of financial stability from their Bankers up to the value of the contract. -----
- (4) Bank Account Number and name of individual/ partner/ firm and full address of Bank where payments pertaining to suppliers made to ITBPF are to be remitted by Govt. Cheque/ D.D. -----
- (5) Name of the Firm/Tenderer/: -----
Limited Company, -----
- (6) Address of registered/head office: -----
(With Telephone and Fax Nos) with Documentary proof.
- (7) Address of work place (with Telephone: -----
and Fax Nos.) With documentary proof.
- (8) Details of branch/regional office if any: -----
(With Telephone and Fax Nos.)
- (9) Year of starting the business and turnover -----
During the last three years.
(With documentary proof if any)
- (10) Please enclose list indicating the name: -----
of the organization to whom you have executed supplies of fresh ration.
(With documentary proof if any)


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(11) What is your Permanent VAT/Sales Tax Number Attach Certificate or photocopy: _____
duly attested.

(12) Please indicate name and full address of: _____
your Banker.

(13) Enclose valid registration documents issued _____
by State Govt. for eligibility as supplier of
Dry rations.

(14) Business name and constitution of the Firm.
Is the Firm registered under: -

(a) Indian Companies Act: _____

(b) Indian Partnership Act, 1932 (Please also
Give name of partners): _____


(c) Any act; if not, who are the owners (Please
Give full name and address): _____

(15) State whether business dealing with you have been
Barred by ITBP/Army at any time in the past? _____

(16) Please confirm that you have read all the
Instructions carefully and have complied with _____
Them accordingly.

Please confirm that you have submitted the
Certificates as required by para-4 of Instructions
to Tender (Tender documents P-2 and 3) as _____
Applicable in your case. If so, the details be given

Please confirm that you have submitted that
Earnest Money as per Para-5 (P-3 of Tender
Documents) and mentioned same on Page-6 of _____
the Tender documents at given space.


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DETAILS OF BIDDER FOR UPLOADING DATA FOR E-PROCUREMENT MODULE ON
CPP PORTAL

AOC CONTRACT DETAILS

S.NO.	DETAILS	INFORMATION TO BE FILLED BY BIDDER	
01	Company Name/Name of Firm		
02	Registered Address		
03	Title	Mr./Mrs.	
04	Contract Name		
05	Contact E-Mail address		
06	Phone Number	STD Code	Phone Number
07	Fax Number		
08	Mobile Number		

NOTE: Please ensure that the details filled above are correct and this office will contact with your firm in the above-mentioned address/E-mail/Fax etc. The tenderer will fully responsible for filling up of any wrong information in the appropriate columns


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CHECK LIST OF DOCUMENTS REQUIRED TO BE ATTACHED BY TENDERER AT THE TIME OF SUBMISSION BID/TENDER

1- Bid should contain the following documents: -

S.No.	Particulars	Remarks (To be filled by firm in Yes or No only)
01	Bid Security	
02	Tender Fee	
03	Copy of Registration of firm (Self Attested)	
04	Copy of PAN Card	
05	Copy of GST Registration	
06	Tender Document (19 pages including check list for documents) duly filled and signed	
07	Copy of Income Tax Clearance certificate (ITCC)	


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SCHEDULE

DRY RATION ITEMS REQUIRED BY COMMANDANT 48TH Bn. ITBPF, SISIA CAMP, KATIHAR BIHAR
 (a) Earnest Money: Rs. 20,000/- (Rupees Twenty Thousand only) as per para 5 of page 3 of the tender document.

(b) Duration of the Contract: April-2023 **OR from date of acceptance of tender to 31-03-2024** (or as extended by Contract Sanctioning authority)

(c) Contract Sanctioning Authority: Commandant 48THBn, ITBPF, Sisia Camp, Katihar Bihar

(d) Contract Operating Authority/ Consignee:
 Commandant 48 Bn, ITBPF, Sisia Camp, Katihar, Bihar

(e) Security Deposit: To be specified in Acceptance of Tender letter (Normally 5 to 10% of Contract Value).

Requirement schedule for 48THBn. ITB Police. Sisia Camp, Korha, Katihar Bihar.

Schedule for 48 Bn ITB Police. Sisia Camp, Korha, Katihar Bihar.

S. No.	Nomenclature of items with qualitative parameter/ specifications, if any.	Approximate Quantity (in Kilograms) required for entire duration of Contract				
		A/U	TTL QTY IN KG	Rate in figure Per Kg	Rate in word Per Kg	Amount
1.	Aata (Normal) "A" Grade	KG.	6000.000			
2.	Aata (Ashirwad) "A" Grade	KG.	4000.000			
3.	Rice (Normal) "A" Grade	K.G.	3000.00			
4.	Rice (Basmati) "A" Grade	KG.	2500.000			
5.	Refined Oil (FORTUNE/SAFOLA)	Ltr	1000.000			
6.	Sarso Oil (MANGAL/DHARA)	Ltr	1000.000			
7.	Sugar medium size "A" Grade	KG.	3000.00			
8.	Tea (TATA/TAJMAHAL)	KG.	250.000			
9.	Chana Dal "A" Grade	KG.	300.000			
10.	Malka Dal "A" Grade	KG.	400.000			
11.	Urad Sabut "A" Grade	KG.	100.000			
12.	Arhar Dal "A" Grade	KG.	600.000			
13.	Kabli chana "A" Grade	KG.	200.000			
14.	Chana Black "A" Grade	KG.	200.000			
15.	Rajmah "A" Grade	KG.	200.000			
16.	Masoor Sabut "A" Grade	KG.	250.000			
17.	Mung Sabut "A" Grade	KG.	100.000			
18.	Besan "A" Grade	KG.	200.000			
19.	Salt (TATA)	KG.	500.000			
20.	Haldi Powder (Turmeric) (CATCH/MDH/NANDANI/EVEREST)	KG.	100.000			
21.	Mirch Powder (Red Chili) (CATCH/MDH/NANDANI/EVEREST)	KG.	100.000			
22.	Dhaniya Powder (Coriander) (CATCH/MDH/NANDANI/EVEREST)	KG.	100.000			
23.	Jira whole (Cumin seed) (CATCH/MDH/NANDANI/EVEREST)	KG.	30.000			
24.	Garam Masala (CATCH/MDH/NANDANI/EVEREST)	KG.	15.000			
25.	Meet Masala (CATCH/MDH/NANDANI/EVEREST)	KG.	10.000			
26.	Paneer Masala (CATCH/MDH/NANDANI/EVEREST)	KG.	10.000			
27.	Sabjee Masala (CATCH/MDH/NANDANI/EVEREST)	KG.	10.000			
28.	Sambhar Masala (CATCH/MDH/NANDANI/EVEREST)	KG.	10.000			
29.	Kastoori Methi	KG.	10.000			

30.	Tejpata "A" Grade	KG.	5.000			
31.	Chhoti Ilachi (Small Cardamom) "A" Grade	KG.	2.000			
32.	Badi Ilachi (Large Cardamom) (CATCH)	KG.	8.000			
33.	Kali Mirch whole (Black pepper) "A" Grade	KG.	10.000			
34.	Long(Clove) whole "A" Grade	KG.	8.000			
35.	Dalchini "A" Grade	KG.	3.000			
36.	Dhaniya Sabut "A" Grade	KG.	3.000			
37.	Lal Mirch whole (Chili) "A" Grade	KG.	2.000			
38.	Papad Lizzat	KG.	35.000			
39.	Kishmish Green(Rasin) "A" Grade	KG.	12.000			
40.	Nariyal Gola "A" Grade	KG.	10.000			
41.	Aachar (Pickle) "A" Grade (MIX/GARLIC/MANGO/CHILLI)	KG.	50.000			
42.	Kaju "A" Grade	KG.	10.000			
43.	Badam (almond) "A" Grade	KG.	10.000			
44.	Sujie "A" Grade	KG.	60.000			
45.	Semiya "A" Grade	KG.	110.000			
46.	Imlee "A" Grade	KG.	30.000			
47.	Hing "A" Grade	KG.	1.000			
48.	Ajwain "A" Grade	KG.	2.000			
49.	Methi Sabut "A" Grade	KG.	2.000			
50.	Sarso Pila "A" Grade	KG.	5.000			
51.	Maida "A" Grade	KG.	50.000			
52.	Chilli Sauce "A" Grade	KG.	10.000			
53.	Tomato Souce "A" Grade	KG.	10.000			
54.	Sweet sauf "A" Grade	KG.	2.000			
55.	Kasturi Powder "A" Grade	KG.	10.000			
56.	Magaj "A" Grade	KG.	2.000			
57.	Coffee (NESCAFE)	KG.	5.000			
58.	Degi Mirch "A" Grade	KG.	5.000			



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