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NO. ITBP/40TH BN. BHQ/GRAIN SHOP /TENDER/2022-
OFFICE OF THE COMMANDANT(BHQ) 40TH BN.
INDO TIBETAN BORDER POLICE FORCE,
MHA GOVT. OF INDIA
NEAR RING ROAD, SUKURHUTTU CAMP, KANKE, RANCHI-834006
TENDER ENQUIRY NO-001/SUPPLY OF F.FRESH RATION, FOR BHQ, 40TH BN. I.T.B.POLICE
itce@40thbn@itbp.gov.in

Dated 01/08.22

Tender Notice

Tender Enquiry No- 02. "Supply of FRESH Ration"


On behalf of the President of India, 40th BN, ITBP, invites Open tender under Two Bid System (Technical Bid & Financial bid) for the Supply of FRESH Ration for BHQ, 40th BN. I.T.B.Police, Sukurhuttu, Kanke Distt- Ranchi (J.H.)- Pin-834006.

Tender Publishing Date/Times : 03/08.22/1000Hrs.

Tender Opening Date/Times : 24/08.22/1000Hrs.

Notes :

1. All details, regarding the subject tender are available on our website www.itbp.gov.in & www.eprocure.gov.in/CPPP. Any change/modification in the Tender Enquiry will be intimated through same websites only. Bidders are therefore requested to visit above website regularly to keep themselves updated.


सैनिकी
CO Commandant
40th BN I.T.B.P. पुलिस
For and on behalf of the President of India.
INDO TIBETAN BORDER POLICE

NO. ITBP/40TH BN. BHQ/GRAIN SHOP /TENDER/2022- 260
OFFICE OF THE COMMANDANT(BHQ) 40TH BN.
INDO TIBETAN BORDER POLICE FORCE,
MHA/GOVT. OF INDIA
NEAR RING ROAD, SUKURHUTTU CAMP, KANKE, RANCHI-834006
TENDER ENQUIRY NO-001/SUPPLY OF .FRESH RATION, FOR BHQ, 40TH BN. I.T.B.POLICE
e-mail- itcell40thbn@itbp.gov.in

Dated- 07/08.22

Urgent Nature of Procurement Certificate

Vegetables, Fruits, Milk And Non Veg Are Being Procured For Messes Through Private Funds. For Transparency, Competition, Fairness And Elimination Of Arbitrariness In The Procurement Process Tender Being Published On Cpp Portal. The Said Purchase Exempted By Mha Vides Their Letter No. 1623 Dated -23.04.21 Also.


COMMANDANT
Commandant
40th BN. I.T.B. Police
40th BN I.T.B. POLICE

NO. ITBP/40th BN.BHQ/GRAIN SHOP / FRESH TENDER/2022- 260

OFFICE OF THE COMMANDANT(BHQ) 40TH BN.

INDO TIBETAN BORDER POLICE FORCE,

MHA/GOVT. OF INDIA

ADDRESS:-SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006.

Tender Enquiry No-001/Supply of Fresh Ration, for G. Shop 40TH BN. I.T.B.Police

e-mail- itcell40thbn@itbp.gov.in

Dated- 01/08/22

TO

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Dear Vendor,

For and on behalf of the president of India, I invite Open tender under two bid systems (Technical and commercial Bids) for "Supply of FRESH Ration", for BHQ, 40th BN. I.T.B.Police, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006." as per details given in the schedule to the tender. Complete Tenders formalities will be received Online through CPP Portal only, Manual Bids will not be accepted. It may also be ensured that tender documents and schedule attached to the tender documents duly filled uploaded on the CPP portal. Bid will be opened in the office of the Commandant, BHQ, 40th Bn ITBP on Dtd- 24.08.22 at .hrs by a board of officers in front of Tenderers or their authorized representatives who may be present with the authority letter from the firm.

Tender Operating Authority :- Commandant, 40th BN, ITB Police, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006. You must send with the tender, "Bid Security Declaration" shown at the head of the schedule sealed along with the technical bid.

1. The condition of the contract which will govern by any contract made are contained in pamphlet no DGS&D-68 entitled conditions of contract governing contracts, placed by the central purchase organization of the government of India as amended up to 31.12.91 and those contained in pamphlet no.DGS&D-259 containing the various instructions to tenderness quoting against the tender enquiry issued by the DGS&D read with the amendments enclosed with the tender enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.


2. If you are in a position to quote for service in accordance with the requirements, terms & conditions stated in the attached schedule to tender, all document attached herewith should be duly filled in signed and returned to this office you must also furnish with your tender all information called for as indicated in pamphlet No.DGS&D-259 mentioned in Para -1 above. An attached list of questionnaire which should also be answered and returned with the tender, failing which your tender will be liable to be ignored, and not considered.

3. Tender should be submitted in duplicate, this tender in not transferable.

4. Purchaser reserves the right to increase the quantity and also to cancel /reject any or all the tenders without assigning any reason whatsoever.

The tender may be submitted Only on CPP Portal properly on or before stipulated date and time. The tender received after stipulated date and time will not be accepted in any circumstances.

SIGNATURE OF TENDERER'S
WITH R/STAMP OF FIRM


सेनापति
C/Commandant IT
40th BN ITB Police
40TH BN I.T.B. POLICE
(For and on behalf of the President of India)


QUESTIONNAIRE

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

1.	Name of the Firm/Tenderer/Limited Company	
2.	Address of registered/head office, with Telephone and Fax Nos and documentary proof.	
3.	Address of workplace, with Telephone and Fax Nos and documentary proof.	
4.	EMD in form of Demand draft/EMD No. and date.	
5.	Year of starting the business and turn over during the last year.	
6.	Please enclose list indicating the name of the Organization with whom you have executed supplies of any items.	
7.	What is your Permanent Income Tax A/C Number and attach photo copy duly attested.	
8.	What is your Permanent Sales Tax / GST Number and attach Regd. Certificate or photocopy duly attested.	
9.	Enclose valid registration documents issued by State Govt / Company Registration Office of Central Govt. for eligibility as <u>"Supply of Fresh Ration, for BHQ, 40th BN. I.T.B.Police.</u>	
10.	Business name and constitution of the Firm, is the Firm registered under.	
11.	Food licence number and copy.	
12.	State whether business dealing with you have been barred by ITBP/ Army/CAPF at any time in the past	
13.	Please confirm that you have submitted that Bid Security (Earnest money) as per Para-1 (P-1 of Tender documents).	
N.B.:-To ascertain authenticity of requisite documents, Tenderer should bring original Documents to proof it at the time of opening of tender.		


Note:- For complete details Please visit ITBP Web site- www.itbp.gov.in)

SIGNATURE OF TENDERER'S
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Commandant
40th Bn ITB Police
(For and on behalf of the President of India)

Copy to:

1. Inspector General (Central Frontier) ,ITB Police
2. Dy. Inspector General SHQ (BGLR) ANO ITB Police.
3. I.T. Cell, Dte. Gen. ITB Police Force, Delhi along with a copy of the above tender enquiry for publication of same in ITBP web site Please.
4. Local newspapers for advertisements through DAVP.


Commandant
40th Bn ITB Police
(For and on behalf of the President of India)

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SCHEDULE TO TENDER-

Office of the Commandant, BHQ, 40th Bn.

Indo Tibetan Border Police Force,

MHA/Govt. of India

ADDRESS:-SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006.

dated

Price per tender set:- (Free of Cost.)

Bid security (Earnest Money): Rs. 36,000.00 (Rs. Thirty Six thousand only) in the form of demand draft/FDR only.

Tender Enquiry No- 02. "Supply of Fresh Ration, for BHQ, 40th BN. I.T.B.Police, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006.

TENDER SET IS NOT TRANSFERABLE.

CRITICAL DATE			
Published Date	.03./08/2022 1000Hrs	Bid Opening Date	.24./08/2022 1000Hrs
Document Download / Sale Start Date	.03./08/2022 1000Hrs	Document Download / Sale End Date	.03./08/2022 1800 Hrs
Bid Submission Start Date	.10.../08/2022 1000Hrs	Bid Submission End Date	.23../08/2022 1900 Hrs

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

THE TENDER SHALL REMAIN OPEN FOR CONSIDERATION/ACCEPTANCE TILL: 06 Months from the date of acceptance letter.


Description & Specification Of Stores Required:-

Sl.No.	Description Of Stores, Specification	Qty	F.O.R Description
1.	As per BOQ.	AR	F.O.R. at BHQ, 40 TH B.N, I.T.B.P, SHUKURHUTTU CAMP, NEAR RING ROAD, KANKE, DISTT- RANCHI (J.H.) Pin- 834006.

Note:- Tenderers are requested to quote their rates on FOR Destination, free delivery at consignee end by road at own risk on risk and cost on freight pre-paid basis. Tender received on FOR station of dispatch basis will not be considered & ignored summarily.

ALL TENDER DOCUMENTS ATTACHED WITH THIS INVITATION TO TENDER ARE SACROSANCT FOR CONSIDERING ANY OFFER AS COMPLETE OFFER. IT IS THEREFORE IMPORTANT THAT ALL TENDER DOCUMENTS DULY COMPLETED AND SIGNED ON EACH PAGE ARE RETURNED WITH YOUR OFFER .

SIGNATURE OF TENDERER'S
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सेवानो
COMMANDANT
40th BN ITB Police
40TH BN I.T.B. POLICE
(For and on behalf of the President of India)

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a) An open Bank Demand Draft/ Fixed Deposit Receipt/ Banker's Cheques drawn in favour of Office of the Commandant, BHQ, 40th Bn., Indo Tibetan Border Police Force, MHA/Govt. of India, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006.

b) **An irrecoverable bank guarantee of any 19 Nationalized and other Private sector Banks Only which is recognized by RBI of the Tenderers country (in case of imported stores) in the format attached.**

c) Open tenders are invited from reputed firms for and on behalf of the president of India in favour of the Commandant 40th Bn., Indo Tibetan Border Police Force, MHA/Govt. of India SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006. for "Supply of Fresh Ration, for BHQ. (Ref. of terms and condition).

The tenders have been invited under two bid system i.e Technical and Financial Bid . The tenderers has to submit online tender the technical and financial bid for Fresh Ration as per tender terms and condition.

THE TECHNICAL BID CONSISTING OF FOLLOWING DOCUMENTS. ALL THE DOCUMENTS WILL BE SELF ATTESTED BID FAILURE TO DO SO WILL RESULT IN REJECTION OF BID.


- 01 Tender documents fully furnished and signed by the Tenderer without indicating the rate quoted. if indicating rate quoted result into rejection of offer/tender.
- 02 Attested copy of the GST registration certificate.
- 03 Attested copy of PAN Card.
- 04 Attested copy of the latest IT Return. (AY-21-22 & 22-23)
- 05 Attested copy of the FSSAI certificate.
- 06 Photocopy of the last 03 months GST clearance certificate.
- 07 Attested copy of experience / Supply satisfaction certificate issued by any govt. Department.
- 08 Terms of dispatch delivery period or other details if any .
- 09 Any other releavent documents which the firm wishes to submit.
(There should not be any cutting/overwriting in any iof the documents)

THE FINANCIAL BID CONSISTING OF THE FOLLOWING DOCUMENTS .

All the documents will be self attested BID FAILURE TO DO SO WILL RESULT IN REJECTION OF BID.

- 1 Item wise price for the items mentioned in the Appendix -A
(There should be no cutting/overwriting)

SIGNATURE OF TENDERER'S
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सेनानी
COMMANDANT
40^{वीं} बहि Commandant
40TH BN 40th Bn ITB Police
(For and on behalf of the President of India)

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TERMS AND CONDITIONS

(TENDERERS MUST READ THE INSTRUCTIONS CAREFULLY BEFORE SUBMITTING OFFER).

1 The stores will be supplied at supplier's own risk at consignee's premises i.e. BHQ 40th BN, ITB Police Force cost of freight should be included in cost of item.

2 Store will be supplied on the basis of demand projected by Grain Shop, 40th BN., ITB Police, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006.

3 The Tenderer has to declare that store supplied to the purchaser under this contract shall be of the best quality, workmanship and new in all respects and shall be strictly in accordance with the minimum specifications and particulars contained /mentioned in the tender form if the said stores are found not to conform to the description and quality of aforesaid or not giving satisfactory performance or have deteriorated. The decision of the purchaser in that behalf shall be final and binding on the firms and purchaser should be entitled to call upon the tenderer to rectify or replace the stores within specified time the purchaser shall be entitled to recover the cost with all expenses from the tenderer for such defective /inferior stores and same will be returned to the firm concerned on freight to pay at their own risk and cost.

4 Firm should not be blacklisted by any Govt. organisation. In case the firm has been **blacklisted** than it will not be considered and will directly reject the tender.

5 Validity of Tender will be from 180days may be extended by 03 month after mutual consultation.

6 Final order of quantity may be $\pm 10\%$ of estimated quantity.

7 Jurisdiction in case of dispute will be in District court /High Court of the Ranchi .

8 The store supplied against the order shall be deemed to bear warranty of the contractor against all musty in Fresh ration and performance for a period of twelve Hrs. from the date of receipts of the stores at the consignee Store. If during this period the stores supplied are found by the consignee to be musty/Expiry, then the purchaser shall be entitled to call upon the contractor to rectify and or replaced the musty stores immediately and within such period as may be fixed by the purchaser/inspection authority for this purpose.

i) The store so replaced/rectified shall be deemed to bear warranty period as mentioned above from the date of replacement/rectification of any part or portion of the stores are consumed. The contractor will also be liable to compensate the purchaser in the form of price reduction for the stores so consumed. Such price reduction being decided by the purchase office inspection authority.

ii) Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrival in good condition at the destination. The consignee as soon as possible as but not later than 30 days of the date of arrival of the stores at destination notify to the contractor any loss or damages to the stores that may have occurred during the transit.

iii) The firm should be in possession of requisite FSSAI Certificate.


iv) Sample of supplied items will be provided in transparent jars for matching with the main supply.

v) The supplied items should have life of minimum 06 months while supplying.

vi) If supplied items don't match with sample provided during the tender opening will be rejected.

9 . The rates shall be quoted on form price basis and including all delivery charges/sale tax etc. valid up to 180days Free delivery at consignee's premises Grain Shop, 40th BN., Indo Tibetan Border Police Force, MHA/Govt. of India, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006. as specified in


SIGNATURE OF TENDERER'S
WITH R/STAMP OF FIRM


सेनाधीन
COMMANDANT
40वाँ बट्टी कमाण्डेंट पुलिस
40TH BN., ITB POLICE
(For and on behalf of the President of India)

Appendix-'A'.

10. AT/LC/CST/GST No. of the firms should be clearly shown/ quoted in the quotation.
11. The tenderers or a representative of the firms shall be allowed to remain present with the authority letter from the firm at the time of opening of tenders on Dtd- **24.08.22** at **1000** hrs.
12. The Tenders may be submitted by registered post/courier/speed post. will not be entertained.
13. **Performance Security :-** The Tenders whose rates and samples are approved will have to deposit 02-05% amount of tender value as security money.
14. All DD/BD/FDR/BG must be by name of firm/ Propreiter of firm only.
15. If the tenderer (s) fail to deposit the Performance security money within 15 days of acceptance of his tender they will be suspended for a time of 02years.
16. If the tenderers (s) failed to supply the stores within stipulated period of 15 Days (unless extended), the security money will be forfeited no extension in D.P shall be entertained without L.D. which shall be charged @0.5% of the value of delayed supplies.
17. The tender received after expiry of specified date time will not be accepted.
18. The firm should carry the Ink Singed tender form with relevant Document which was uploaded on CPP Portal during Opeing the technical Bid with proper sealed envelope duly endorsing full address of the firm.
 - i) Tender documents duly completed and signed but without indicating, the rates quoted may result into rejection of offer/tender.
 - ii) Copy of DGS&D/NSIC registration certificate, true copy of PAN Number as asked for in the tender enquiry.
 - iii) Terms of dispatch, delivery period or other details if any.
 - iv) Performance statement of last three years which the Firm wishes to Submit.
 - v) Photocopy of latest valid sales taxes clearance certificate not more than one year old.
 - vi) Preference if any, will be given to the firms who have past experience in supplying similar store and MSME Registered firm as per rule.
 - vii) Any other relevant document which the firm wishes to submit.
 - viii) Item wise price for the items mentioned in the Appendix-A
 - ix) Details of rates taxes, duties and discounts if any offered by the bidders.
 - x) Rates must be Quoted in **Round figures** as well as in words. if any tenderer price quoted in fraction number then price bid will be rejected.
 - xi) There should not be any cutting /overwriting if there is then the same be attested by the bidder.
 - xii) **Non Veg. items like (Fish/Chicken & Goat (male) will be Dressed in the Grain Shop area.**

SIGNATURE OF TENDERER'S
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सेनाना
COMMANDANT
40वीं वा (Commandant) पुलिस
40TH BN IB Police
(For and on behalf of the President of India)


19. The tenderers attention is invited to clause 1 (A) of form DGS &D-231 "instructions to tenderers" whereby they are required to furnish by to clause compliance of specification bringing out clearly deviation from specification if any, firms are advised to submit the compliance statement in the following format along with technical bids failing which their offer will be treated as incomplete and are liable to be ignored.

Format of compliance statement

Para of T/E specification	Specification of offered item	Compliance to T/E specification whether yes or no	In case on non-compliance deviation from T/E specification to be indicated in unambiguous terms
(1)	(2)	(3)	(4)

20. Prices are inclusive of all such charges i.e. excise duty or other or GST or any other extra charges and No claim for the same will be entertained.
21. **Terms of Delivery:** The tender enquiry is invited on free delivery to consignee basis only .Hence the firm may dispatch stores accordingly to consignee.
22. **Terms of payment:** payment of store will be processed through FVC/RTGS/Cheque bill and is likely to be materialized within 3 months from the date of receipt of complete stores delivered by the firm at consignee's premises i.e. **BHQ 40th BN, I.T.B.P, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006.**
23. After receipt, stores will be checked by a board of officers and if any items is found Low Quality, stores will be rejected and rejected stores will have to be taken back by the supplier at his own cost in case of any dispute /doubt the decision of the Commandant, BHQ 40th BN Indo Tibetan Border Police shall be final and binding on all parties/tenderers.
24. The Commandant, BHQ 40th BN. ITBP reserves the right to accept or reject any tender or all tenderers without any reasons.
25. The Commandant, BHQ 40TH BN, Indo Tibetan Border Police Force, SHUKURHUTTU CAMP, NEAR RING ROAD, DISTT- RANCHI (J.H.) Pin- 834006 reserves the right to decrease/increase the quantity of store.
26. **Refund of security deposits:** Security deposits will be refunded after 01 month of completion of contract /extended period.
27. **Damages or late supply :** Any goods delivered to the store if found damaged, the purchaser has power to rejected the goods. The tenderer has to take back the damaged good from the store and has to provided the goods again without any damages at store. If the Contractor fails to deliver any or all of the goods within the time period(s) specified in the Supply Order. Purchaser will be entitled to the remedies security money which he had deposited and can purchase goods from open market or any ever he willed to purchase. If there is price difference in the purchase of goods according to the rate to tendderer. The difference of price will be taken from the tenderer in the form of remedies of security money. The Contract Form DGS&D-68 (Revised) i.e. Liquidated Damage for delay in supply, cancellation and repurchase at the expenses of theSupplier.In cases where Direct Demanding Officers have placed a Supply Order on the firm stipulating an unilateral delivery date and supplies do not materialise within a reasonable time, the Direct Demanding Officer has the right to give the contractor a notice of non delivery or latedelivery of thegoods. The purchaser has power to cancel the tender due to the non supply of the goods within the time period(s) specified in the supply order.

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 (Commandant)
 40TH BN I.T.B. POLICE
 (For and on behalf of the President of India)

28. **TERMINATION FOR DEFAULT:** If the supplies against the orders placed by DDOs/Chairman of Grain Shop are not made by the tenderer(s) within the delivery date stipulated in the Supply Order, the DDOs/Chairman of Grain Shop shall have the right to withdraw the Supply Order after the expiry of the date of delivery stipulated in the Supply Order. The failure to make supplies in such a case will be considered by DGS&D as the failure/non performance on the part of the supplier and will be taken into consideration in performance assessment before their case is considered for award of the next Rate Contract. And can cancel the tender and the tenderer will be blacklisted.

29. **PACKING AND MARKING:** Unless specified otherwise, consignment should be securely and properly packed as per Clause 12 of the DGS&D-68 (Revised), and every precaution taken to avoid loss or damage during transit. Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the Consignee, Gross Weight of the Package, S.O No. and Date and the Name of the Contractor as provided in the General Conditions of the Contract.[Form No. DGS&D-68 (Revised)].

30. **OPENING AND EVALUATION OF TENDER:-** The Tenderer(s) or their authorized representatives may, if they so desire, be present at the technical stage of opening of the Tenders at the time and date specified in the tender. Tenderer or his authorized representatives has to be properly committed, misbehavior with committee or the member will directly cancel the tender. In the event of the specified date for the opening of Tender is declared a holiday or due to any circumstances, if the Tenders could not be opened on the specified date by the purchaser, the Tenders will be opened at the appointed time and location on the next working date. At this stage, only the glaring shortcomings i.e. the necessary enclosures, and other important documents are verified and sample will be checked and if any shortcoming is found that would be rejection of tender. Later, rest all the documents and its contents will be thoroughly examined by the technical Committee and the final decision regarding the acceptance or rejection will be taken with the approval of the technical committee. The Evaluation of technical bids shall be made with respect to the document asked in technical bid, physical parameters of samples, checking of samples, quoted rates, delivery time and other terms and conditions of the Tender. On the basis of such evaluation a list of responsive bids will be drawn up. The Financial Bids of only those Tenderers who qualify in all stage evaluation of the Technical Bids shall be considered.

31. Purchaser is not bound to accept lowest quoted rates of any item: The need based quality items depending on the physical parameters and checking of samples suitable according to the need of the purchaser. As all items needed should be best quality and will be selected by a Purchased Committee according to the quality.

32. **RIGHT OF ACCEPTANCE:** The purchaser is not bound to accept the lowest quoted rate of any item, because the quality of items vis-a-vis quoted rates shall be the main criteria in the selection of items by the Committee on the basis of physical parameters and checking of the samples. Incomplete, ambiguous and conditional Tenders and the Tenders not submitted in the prescribed manner shall be rejected. Canvassing in any form at any stage shall be a disqualification and the purchaser reserves the right to reject the Tender of such party without assigning any reason. The purchaser reserves the right to either accept or reject any or all the Tenders and accept the whole or any part of any Tender without assigning any reason.

33. **FAILURE AND TERMINATION:** In addition to the provision of the recovery clause; the earnest money and security deposit shall be forfeited, appropriately adjusted in parts or in full in the following events. Thereafter, purchaser shall have the right to get the supplies from any other Tenderers or source, without any notice. i) In the event of failure of the supply of items as per the quality, specifications or terms and conditions stated in the Tender Form. ii) The supplies in part or in full are not affected in accordance with the delivery schedule; iii) On rejection of consignment on account of sub-standard product not in conformity with the specifications; iv) The physical inspection disclose adverse reports irreconcilable; v) Any loss borne by the purchaser due to the delayed execution or non-execution of supply of items against an order will be borne by the Tenderer and will be adjusted against the earnest money and security money deposited by the Tenderer. Additional sums, if any, shall be recovered by the tenderer.

SIGNATURE OF TENDERER'S
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सेनानी
COMMANDANT
(Commandant)
40वाँ पारितोषिक ब्रिगेड पुलिस
40th Bn ITB Police
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34. **QUALITY TESTING:** Samples of supplies from each batch will be checked at the point of dispatch at the stores by the board appointed by the purchaser. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods. Also, action will be initiated for blacklisting of firm. For the quality testing of the items, samples of each item quoted for supply should be sent along with the Tender document on prescribed date and time sealed by the tenderer. Samples have to be invariably submitted at the time of submission of tender. Samples of Dal, Rice and Sugar should be in two fifty gram packets and for the rest in hundred gram packets. Firms who do not submit the samples and in desired quantity will be rejected. Only those samples which pass the standard test of the committee will only be considered for price bid. The supplies will be deemed to be completed only upon receipt of the quality certificates by the board. In the event the samples of Food product supplied fail in quality tests or found to be not as per specifications or mismatch of brand, the purchaser is at liberty to make alternative purchase of the items of Food product for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the purchaser has every right to recover the cost and impose penalty on tenderer. The products supplied should conform to the standards of food safety and standards act, 2006.

35. **RECOVERY OF SUMS DUE:** Whenever any claim for the payment of a sum of money arises out of or under the contract against the Tenderer, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, if any, deposited by the Tenderer. In the event of security being insufficient the balance sum recoverable shall be recoverable by appropriating any sum then due or while add any time thereafter may become due to the Tenderer under the contract or any other contract with the purchaser or the Government. If such sum even be not sufficient to cover the full amount recoverable, the Tenderer shall on demand pay to the purchaser the balance remaining due.

36. **Evaluation of eligibility/qualification Criteria:** Tenders will be evaluated strictly on the basis of the terms and conditions incorporated in the tender document. The Contracting Authority may include quality, price, and technical assistance, delivery date and delivery period or period of completion etc. the tenderer(s) are only eligible, qualified for the tender only when he or they fulfill all the criteria of the tender and provide all the needful documents asked for the tender. Documents such as copy of Pan Card, copy of GST registration certificate, latest IT return, valid sales tax clearance certificate, experience certificate, FSSAI certificate and others mentioned documents. Tenders that do not meet the required eligibility/qualification criteria prescribed will be treated as unresponsive and not considered further. Evaluation of Technical Suitability: The description and other technical terms and conditions are examined by TC in general and a technical member of the TC in particular. The tenderer(s) document should clearly state whether alternative offers/makes/models would not be considered. All important documents submitted by the tenderer should be clear and self attested. The Technical committee will also evaluate and confirm that all terms and conditions specified in the tender have been accepted without reservations by the tenderer. Evaluation of Financial Bids and Ranking of Tenders in general: If the price bid is ambiguous so that it may very well lead to two equally valid total price amounts, then the bid should be treated as unresponsive. Unless announced beforehand explicitly in the tender documents, the quoted price should not be loaded on the basis of deviations in the commercial conditions. If it is decided to incorporate such clauses, these should be unambiguous and clear and thereafter there should be no relaxation during evaluation. To take care of this, relevant details are to be incorporated in the bid document and the criteria adopted to assess the benefit of such features while evaluating the offers are also to be clearly stipulated in the tender enquiry document so that the tenderers are aware of it and quote accordingly. While evaluating such offers, these aspects are also to be taken into account.

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Such details, whenever considered necessary, should be evolved by the competent technical authority for incorporation in the tender document, so that there is no ambiguity and/or vagueness in them and first preference will be given to such firm which has the experience to the supply .Fresh/.Fresh ration to other capfs/other sister organisation which are working in anti-naxal operations in chhattisgrash. Normally, the comparison of the responsive tenders shall be on total outgo from the Procuring Entity's pocket, for the procurement to be paid to the supplier or any third party, including all elements of costs as per the terms of the proposed contract, including any taxes, duties, levies etc, freight insurance etc. Therefore it should normally be on the basis of CIF/FOR destination basis, duly delivered, commissioned, as the case may be: In the case of goods manufactured in India or goods of foreign origin already located in India, VAT/sales tax and excise duty and other similar taxes and duties, which will be contractually payable (to the tenderer) on the goods are to be added; In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods, are to be added; As per policies of the Government from time to time, the purchaser reserves his option to give price/purchase preferences as indicated in the tender document.

37. SALE OF MATERIAL BRANDED WITH GOVERNMENT MARK: Materials which are asked to supply to the store should se same brand which as asked to be supplied. All itmes Other than branded items should mention the manufacturing date, batch number or lots number, date of expiry and Government marks.

38. TRANSIT INSURANCE: The Purchaser will not pay separately for Transit Insurance and the Supplier will be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect may be covered by the Contractor by getting the stores duly insured, if he so desires. The Insurance cover shall be obtained by the Contractor in his own name and not in the name of the Consignee. The Consignee will as soon as possible but not later than 15 days from the date of arrival of stores at destination notify the Contractor of any loss or damage to the stores that may have occurred during transit. If the Contractor has not agreed to above standard clause the advance payment for the supplies shall be made against clear Railway Receipt only. If the Consignment have been despatched under R/R on "Said to Contain" basis, payment shall be made only with Consignee's Receipt Certificate.

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