

**TENDER FOR FRESH RATION (FRUITS, VEGETABLES, PANEER/CHEESE, MILK FRESH(TETRA PACK), MOH, CHICKEN (BROILER) FISH FRESH, EGG (HEN) ETC. FOR 10<sup>th</sup>, 20<sup>th</sup> & 31<sup>st</sup> BN ITB POLICE.**

**(TECHNICAL BID)**

(Note: Tender sets are Not Transferable)

Tender No. 2274-76

Tender /Cost fee- Nil

Date 11/04/23

Name of Tenderer/Firm/Ltd. Company, which purchases Tender Document

No.ITBP/ SHQ (Likabali)/Prov-Fresh/ Tender/2023 2274-76 Dtd 11/04/23

**Introduction**

With reference to the preparation and submission of the supply of FRESH RATION ITEMS (vegetables, fruits, onions and Potatoes), Paneer fresh with 3.5% fat, MOH (Goat), Fish fresh, Chicken (Live), eggs (Hen), Bread, Milk (Tetra pack) etc. for the period from **01.06.2023** to **31.03.2024**

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

Online Tenders (**in two bid system**) for the supply of fresh ration items (Vegetables, Fruits, Potatoes, Onion, Paneer fresh with 3.5% fat, MOH (Goat), Chicken (Live), eggs (Hen), Bread, Fish fresh, Milk (Tetra pack) etc. shown in the BOQ ( attached) from **01.06.2023** to **31.03.2024** are invited and will be received **online** by the Dy Inspector General (Likabali) ITBP Force, Likabali, PO-Likabali, Distt-Lower Siang (Arunachal Pradesh).


**Time Lines: -**

Date of publication of Tender	12.04.2023
Date of start of downloading of documents	13.04.2023 at 0900 Hrs
Date of closing of downloading of documents	02.05.2023 at 1400 Hrs
Bid submission start date	13.04.2023 at 1000 Hrs
Bid submission end date	02.05.2023 at 1000 Hrs
Bid opening date (Technical)	03.05.2023 at 1030 Hrs
Venue, Date and time for opening of Commercial bid	Will be intimated to technically qualified tenderers
Address of communication	Office of the Dy Inspector General (Likabali) Indo Tibetan Border Police Force, Ministry of Home Affairs, Govt of India, PO-Likabali, Distt Lower Siang (Arunachal Pradesh) Phone Nos: Control Room 03795-265293, Fax:-03795-265233

  
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2. (i) The form of tender is attached showing the conditions of supply and include a **SCHEDULE**, 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 must include patent rights (if any) and all freight charges duties, taxes, rates or imposition whatever is 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 sums so paid on presentation of the necessary certificate and unless otherwise stated in the schedule). **You may not quote fractions of paisa** in giving these rates except in the case of mound mile carriage contracts when fractions of paisa may be quoted. You are to sign and date both the tender and the schedule and also the "Specifications and conditions" attached to the schedule (if not contained in the letter). Additions or alteration, if any, should be attested by the signatory of the tender under his full signature.
- (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. Tenderer to ensure there should not be any erasure or alterations in the tender form.
- 4.(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 schedule.
- (b) If any partner is absent his duly constituted attorney will sign the forms.
- (c) 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.
- (d) 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.
- (e) 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 certificate only may be attached to the tender: -

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

- (a) I am the Manager and hold a proper power of attorney (copy attached) from other partner in my favour.
- (b) The following whose signature(s) are appended below 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<sup>nd</sup> Partner: \_\_\_\_\_

**Signature of the Manager**

**Signature of sole Proprietor**

**Note:** Item not applicable to be deleted.

- (ii) If you are not a 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 jointly with me”.

- (iii) 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 the Managing Director and I hold the power of attorney executed in accordance with the Articles of Association of the Company to sign all documents on behalf of the Company”.

NOTE: (a) 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 signed by all these partners.

- (b) The 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.

*[Handwritten Signature]*  
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5. The photocopy or scanned copy of payment of earnest money (Bid security) must be uploaded along with the tender documents as a proof. The amount of earnest money has been shown at the head of the schedule. The earnest money (bid security) may be accepted in the form of account payee demand draft, fixed deposit receipt, Banker's cheque or bank guarantee from any of the commercial banks must be drawn/pledged in favour of DIG (Likabali) ITBP payable at SBI Likabali (Arunachal Pradesh) except Micro 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 or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
6. The successful tenderer (s) will be notified on acceptance of his/her/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/she/they will have no claim for compensation. **On issue of the letter of acceptance, the tenderer 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) (5% of contract value as specified in the acceptance of tender letter within 08 days from the date of issue of Acceptance of tender (Purchase order) in the form of F.D.R. or Bank Guaranty from any schedule commercial Bank in India to be drawn in favor of "Dy Inspector General (Likabali) ITB Police Force payable at SBI (Likabali) (Arunachal Pradesh), which must be valid beyond a period of 180 days after completion of all contractual obligations.**
7. (i) The depositor should agree in writing to undertake any risk involved in the investment.
- (ii) 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.
- (iii) The responsibilities of the pledges in connection with deposit and the interest in it will cease when a final withdrawal is made.
- (iv) National saving certificate will be accepted at their surrender value at the time of tender. Those certificates should be formally transferred to Dy Inspector General (Likabali), Sector Hqrs ITBPF, Upper colony, PO-Likabali, Distt-Lower Siang (Arunachal Pradesh) Pin-791125 with the sanction of the Head Post Master Concerned.

  
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8. The earnest money of such successful tenderes will be returned as soon as the security deposit has been furnished unless it is to be used as part of the security. The earnest money of unsuccessful tenders unless forfeited under clause 9 below will be returned immediately after rejection of the tender.
9. The tenderer shall hold the offer open up to and including the period mentioned in the tender and schedule. 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; they will be suspended for the period of 02 years.
10. Tenders that do not comply with the above conditions are liable to be rejected on that ground.
11. **Contract termination/splitting/rejection clause :-** DIG (Likabali) ITBP Force reserves the right to terminate the contract, split orders, accept or reject any quotation, alter any or all of the terms and conditions at any time if the execution of contract is unsatisfactory or the time schedule is not strictly adhered to. The decision of DIG (Likabali) ITBPF in respect of evaluation of bids and/ or award of contract shall be final.
12. The quantities 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 of or less than the said approximate requirements.
13. Any additional information required by tenderer can be obtained on application on any working day between 10 AM to 5 PM (except Saturday, Sunday and Govt Holiday) from office of the **Dy. Inspector General (Likabali), ITBPF, PO:-Likabali, Distt- Lower Siang (Arunachal Pradesh), Pin.791125**
14. These instructions to tenderer are to be signed by you and returned with your tender.

  
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15. Payments of bills of successful tenderers will be made after processing the same through PFMS.
16. Railway freight on all stores imported by you in connection with requirement of the contract will be borne by you at public rates. Under no circumstances Govt. credit notes will be issued to you in this respect.
17. You will have no claim for compensation. If any 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, the amount of such imposition, increase, decrease or remission shall be added to or reduced from the contract price as the case may be.
18. No priority certificate or letter to Railway or other authorities will be given to you to facilitate the carrying out of the contract, except that, under exceptional circumstances, which must be explained by you in writing and accepted by him as justifying such assistance, the **Dy. Inspector General (Likabali), ITBPF, PO:- Likabali, Distt- Lower Siang (Arunachal Pradesh), Pin.791125** is authorized to address the Railway Authorities to assist in supplying freight.
19. The giving of such assistance will in no way prejudice to Government right to enforce the terms of the contract in case of default.

**Dy. Inspector General (Likabali),  
ITB Police, MHA/Government of India  
PO: -Likabali, Distt- Lower Siang  
(Arunachal Pradesh) Pin: 791125**

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA  
All the above conditions are accepted by me/us.

## SIGNATURE OF THE TENDERER

NAME (In block letters): \_\_\_\_\_

Full Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Dated, the \_\_\_\_\_ day of 2023.

  
~~DY INSPECTOR GENERAL, ITBP~~

Signature of Tenderer with Rubber stamp of firm

Tender for the supply of fresh Ration (Vegetables, Fruits, Potatoes, Onion etc) Paneer fresh with 3.5% fat, Milk fresh (Tetra pack) Bread in packet of 400 gms, Cheese/Paneer MOH(Goat), Chicken (live), Fish fresh & Eggs (Hen) at Dy. Inspector General (Likabali), ITBPF, PO-Likabali, Distt- Lower Siang (Arunachal Pradesh) Pin-791125, (The details of earnest money be filled by the tenderer in space provided below)

Description	DDNo.	Date	Face Value in Rs

To

The President of India through **DIG (Likabali), ITBPF, Ministry of Home Affairs, Government of India.**

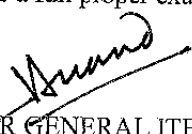
1. I/We the undersigned agree that in the event of acceptance of this tender in whole or in part in my/ our favour to supply/tender to **Dy. Inspector General (Likabali), ITBPF, PO:- Likabali, Distt- Lower Siang (Arunachal Pradesh), Pin.791125** or his representative(s) duly authorized to act for him in accordance with such acceptance so many/much of the articles as specified in the schedule attached here or as he may actually require from time to time during the period 01.05.2023 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 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 schedule) as the **Dy. Inspector General (Likabali), ITBPF, PO:- Likabali, Distt- Lower Siang (Arunachal Pradesh), Pin.791125** may direct. Further in consideration of our agreement to take from me/us and from other contractor the entire amount 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 produce obtained from their own stores/gardens and subject to the provisions of clause 7 thereof. I/we bind myself/ourselves not to revoke and my/our tender during the aforementioned period.

  
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- 3. I/we shall furnish as a Performance security deposits within 08 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 be 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 security deposit 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 security deposit within time, this contract will be forthwith terminated and firm will be suspended for the 02 years and earnest money which have been deposited by me shall forfeiture by DIG (Likabali), ITB Police. Firm will be suspended for period of time specified in the tender documents /as per provision laid down in GFR-2017.
- 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 security deposit being reduced by any reason, I/we shall within 15 days from the date of my/our being called up on to do so make good the amount required to complete security deposit 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" (which expressed shall include his duly authorized 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.
- (ii) 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.
- (iii) 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.

  
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- (iv) 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.
- (v) 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 dispatch or any place to the place at which rejection took place.

8. In the events of: -

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 not 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 schedule 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: -
- (i) If I/we assign or sublet my/our without his written approval, or if I/we attempt to do so.
  - (ii) If I/we or any of my/our agent servants shall: -
    - a) be guilty to fraud in respect of the contract or any other contract entered by me/us with the Govt.
    - b) 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.
  - (iii) If any such officer and person mentioned to sub paragraph of this para becomes in any way directly or indirectly interested in the contract.
  - (iv) If I/we decline, neglect or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of the contract.

  
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- (v) 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.
- (vi) 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 monopolizing the contract on own rates.
- (B) In case of such rejection my/our security deposit (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 anywhere 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.
- a) If any goods entrusted to me/us under the contract be lost, damaged or depreciated.
- b) 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 and above shall be subjected to appeal if preferred in writing by me/us within 15 days of issue of such decision or order to DIG (Likabali), ITBPF 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.

  
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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 confirm to any instructions that may be given to them by the officer sanctioning the contract or the officer operating the contract for proper execution of the contract.
17. (i) I/We shall submit the bills for supplies made under the contract to the respective contract-operating officer (Commandants, 10<sup>th</sup> Bn at Kimin/20<sup>th</sup> Bn Aalo/31<sup>st</sup> Bn Yupia) or his representative on same day 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 will 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 vouchers within 15 days decision being given.
- (iii) My/our security deposit 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 reduction or increase in the number of personnel in the units and consequent ceasing/ reduction or increase in demand, I/we shall not be entitled to any compensation and are bound to supply the demanded quantities as per contract rates. The officer operating the contract will, however, make reasonable endeavors 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.

  
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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.
- (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: -
- i) The last date of the delivery of goods according to the terms of contract.
  - ii) In case where the contract is cancelled wholly or partly, the date when the letter of cancellation is issued.
  - iii) Subject as aforesaid the arbitration Act 1940 or any statutory modification of cancellation thereof for the time being in force or any rules made

**SIGNATURE (S) OF TENDERER**

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME: -----

ADDRESS: -----

OCCUPATION: -----

STATION: ----- Dated the ----- day of ----- 2023

*Anand*  
 \_\_\_\_\_  
 DY INSPECTOR GENERAL, ITBP      Signature of Tenderer with Rubber stamp of firm

**GENERAL CONDITION**

**I/We agree that:-**

1. 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).
2. 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.
3. (a) The Govt. of India reserves the right to issue the produce of any state Govt. or Govt. aided/sponsored scheme either within or without the area covered by the

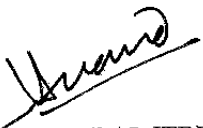
**GENERAL CONDITION****I/We agree that:-**

1. 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).
2. 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.
3. (a) The Govt. of India reserves the right to issue the produce of any state 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.
4. The supplies tendered will be subject to inspection and approval by the board of officers of the **Concerned Contract Operating Authority/Consignee (Battalion's Commandant)**. Any supply rejected by the above authorities on inspection before or during the issue will be replaced within 48 hours of the time of rejection as conveyed in writing to my representative carrying the supplies. The officer concerned may proceed to procure the supplies and at my/our risk and expense i.e. as per rates fixed by the local D.C. plus 20% extra under the provision of various clauses of the tender after the expiry of stipulated period for providing the replacement.
5. In case of dispute between me/us and representative of officer operating the contract regarding quality/quantity of the supplies given, 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 final and binding.
6. Delivery will be made on transport arranged for and paid by me/us. I/We will also provide labor for unloading the items at places of delivery and for weighing the accepted quantity of supplies.
7. The stores will be supplied in packing material, which I/we will arrange as a part of contract.
8. (a) The receipt for transaction will be certified by the Commandant of the Battalion concerned or his authorized Gazetted Officer, which will support my/our bill for audit and payment.  
(b) I/We hereby agree that payment may be made through PFMS (Public Financial Management System) on line for supplies tendered by me/us under the contract to the credit of my/our account in a recognized Bank.

  
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9. If an agent is employed by me/us for the delivery of supplies to ITBPF Battalions, 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.
10. 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.
11. 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.
12. 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 where ever applicable as we are quoting our rates on F.O.R. destination basis.
13. **I/we fully understand that this contract is liable to terminate giving 20 days' notice by the Dy. Inspector General (Likabali), ITBF, PO: -Likabali, Distt-Lower Siang (Arunachal Pradesh), Pin.791125. We also agree that DIG (LIKABALI), ITB Police can also increase the duration of contract up to 03 months on his own and further up to 03 more months subject to taking our concurrence in writing without any change in rates or condition of tenders.**
14. 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 commenced within six months from the expiry of the period mentioned in the schedule or any extension thereof.

  
DY INSPECTOR GENERAL, ITBP

Signature of Tenderer with Rubber stamp of firm


**TERMS AND CONDITIONS**

1. Bid Security (Earnest money), for following F.O.R. (Destination point) as per details mentioned against each, must be deposited in the form of TDR/FDR/BC/ and Bank Drafts on SBI, Likabali duly drawn/pledged in favour of the Dy. Inspector General (LIKABALI), Sector Head Quarter, ITBPF, by **02.05.2023 to 1600 hrs. Cheque/cash will not be accepted.**

SL. NO.	NAME OF F.O.R. (Destination Point)	Amount of Bid security {Earnest Money Deposit (EMD)}
1	COMDT. 10 <sup>TH</sup> BN:- F.O.R. BHQ KIMIN (A.P.)	544583.00
2	COMDT. 10 <sup>TH</sup> BN:- F.O.R. DAPO (A.P.)	84717.00
3	COMDT. 10 <sup>TH</sup> BN:- F.O.R. GELEMO (A.P.)	198917.00
4	COMDT. 10 <sup>TH</sup> BN:- F.O.R. LIMKING (A.P.)	177083.00
5	COMDT. 20 <sup>TH</sup> BN:- F.O.R. BHQ AALO (A.P.)	311950.00
6	COMDT. 20 <sup>TH</sup> BN:- F.O.R. MANIGAON(A.P.)	132796.00
7	COMDT. 20 <sup>TH</sup> BN:- F.O.R. MENCHUKA (A.P.)	147525.00
8	COMDT. 31 <sup>ST</sup> BN:- BHQ YUPIA (A.P.)	379646.00
9	COMDT. 31 <sup>ST</sup> BN:- F.O.R. ZERO (A.P.)	72261.00
10	COMDT. 31 <sup>ST</sup> BN:- TAKSING (A.P.)	240612.00
	<b>TOTAL</b>	<b>22,90,090.00</b>

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 SCHEDULE will not be considered.
3. The opening of tenders will be done by a board of officers appointed by **DIG (Likabali), ITBPF. The board's decision about validity or discrepancies of a tender would be final and no representation/appeal shall be entertained in this regard.**

  
DY INSPECTOR GENERAL, ITBP

Signature of Tenderer with Rubber stamp of firm

4. Within 08 days from the date of issue of acceptance letter the successful tenderer will have to deposit prescribed sum of performance security deposit in favour of DIG(Likabali), ITBPF, PO:- Likabali, Distt- Lower Siang (Arunachal Pradesh), Pin.791125 as per para 6 & 7 at page 4 of this tender documents. Failing which the tenderer will be suspended for the time of 02 years from the date of notification of decision and earnest money will be forfeited.
5. Supply will be on credit and payment of bills will be made within Forty-Five days from receipt of bills as per para 17(1) of page 11 of tender document to the respective units. No advance/cash payment etc. will be made against delivery of fresh 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 Consignee Battalion. 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 the locations mentioned below as per directions given by Contract operating authority/Consignee in periodical indents for supplies against the contract: -
  - (a) ITBP Police Camp 10<sup>th</sup> Bn at Kimin, Dapo, Gelemo & Limking (A.P.)
  - (b) ITBP Police Camp 20<sup>th</sup> Bn at Aalo, Manigaon & Menchuka (A.P.)
  - (c) ITBP Police Camp 31<sup>ST</sup> Bn at Yupia, Ziro & Taksing (A.P.)
8. All perishable items like Vegetable fresh/Fruits/Cheese fresh/Milk/MOH, Chicken (Broiler) live, Fish, Egg (Hen), Bread etc will be accepted by the consignee only when they have finally been dropped at the respective BOPs which are Air Maintained.
9. The undersigned reserves the right to accept/reject any of the tenders in part or whole without assigning any reason.
10. The rates will be final and no variation would be accepted after acceptance of tender till completion of the contract period/ extended contract period.
11. Firm is responsible to furnish Bill/Invoice of items to be supplied by him/them to the consignee. Without invoice/Bills store will not accept.
12. Tenderers should carefully fill in the below mentioned questionnaire and attached attested documents (which can be verified by Contract Sanctioning authority from originals): -

  
DY INSPECTOR GENERAL, ITBP

Signature of Tenderer with Rubber stamp of firm



**QUESTIONNAIRE**

**FIRMS/TENDERS SHOULD FURNISH SPECIFIC ANSWERS 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/email Nos) with \_\_\_\_\_  
documentary proof. \_\_\_\_\_
- (3) Address of work place (with Telephone: \_\_\_\_\_  
and Fax Nos./email add.) with documentary proof. \_\_\_\_\_
- (4) Details of branch/regional office if any: \_\_\_\_\_  
(with Telephone and Fax Nos.)
- (5) Year of starting the business and turnover \_\_\_\_\_  
during the last three years with documentary proof  
(Audited annual accounts/annual financial statements  
Certificate from a chartered accountant for the last  
three years).
- (6) Please enclose list indicating the name: \_\_\_\_\_  
of the organization with whom you have  
executed supplies of fresh ration. (Copies of Supply  
order clearly indicating (equivalent or more), executed  
previously with Govt organization/PSU in preceding  
three years should be attached)
- (7) What is your Permanent Income Tax A/C  
Number. Attach your latest/current ITCC/ITR: \_\_\_\_\_  
or photo copy duly attested.
- (8) What is your Permanent Sales Tax /VAT Number/GST NO.  
attach or photocopy  
duly attested of Regd. Certificate : \_\_\_\_\_
- (9) Please indicate name and full address of: \_\_\_\_\_  
your Banker. \_\_\_\_\_
- (10) Enclose proof of financial stability from their  
Bankers up to the approximate value of the  
Contracted quantities. \_\_\_\_\_
- (11) Bank Account Number and name of  
individual/partner/ firm and full address  
of Bank (should be same as mentioned  
at 9 above) where payments pertaining to  
supplies made to ITBP are to be remitted  
through ECS. \_\_\_\_\_

*[Signature]*  
DY INSPECTOR GENERAL, ITBP

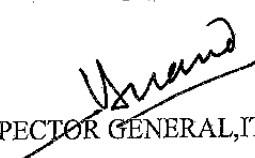
Signature of Tenderer with Rubber stamp of firm

- (12) Enclose valid registration documents issued \_\_\_\_\_  
by State Govt. for eligibility as supplier of  
fresh rations/ Chicken(Live) Broiler, MOH(Mutton) & Fish
- (13) 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): \_\_\_\_\_
- (14) State whether business dealing with you have been  
barred by ITBP/Army/AR at any time in the past? \_\_\_\_\_
- (15) Please confirm that you have read all the  
Instructions carefully and have complied \_\_\_\_\_  
with them accordingly.
- (16) Please confirm that you have submitted the  
Certificates as required (tender document para-4  
of page 2 & 3) Instructions to Tender as applicable  
in your case. If so, the details be given. \_\_\_\_\_
- (17) The photocopy or scanned copy of payment of earnest money (Bid  
security) must be uploaded along with the tender documents as a proof.  
The amount of earnest money has been shown at the head of the schedule.  
The earnest money (bid security) may be accepted in the form of account  
payee demand draft, fixed deposit receipt, Banker's cheque or bank  
guarantee from any of the commercial banks must be drawn/pledged in  
favour of DIG (Likabali) ITBP payable at SBI Likabali (Arunachal  
Pradesh).. \_\_\_\_\_
- (18) Certificate duly signed by as mention above para NO 4(i) of page 2 & 3  
regarding acceptance of terms and conditions mentioned in this tender  
enquiry unconditionally and showing that firm has not been black  
listed/debarred from any government Department/Public Sector  
Undertakings (PSUs) in India
- (19) Trade Licence No/Date of issue and date of expiry/issuing authority (Also  
attach photocopy of licence)

Note:(1) Trade licence of subject store ( i.e. fresh ration items mentioned in the  
tender documents) should be issued by an authority authorised by the State or  
Central Govt.


(2) Trade licence should be valid for the whole period of tender)

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

  
DY INSPECTOR GENERAL, ITBP

Signature of Tenderer with Rubber stamp of firm

14. (a) 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 with prior written consent of supplier.**
- (b) However by 20<sup>th</sup> day of every month, the **Commanding Officers, ITBP Camp as mentioned in para-7 on page 16 of this tender** will prepare the item wise, quantity wise & week wise, an approximate demand of Fresh Ration (Fresh vegetables, Fruits, Potatoes, Onion, fresh Paneer, Bread Milk (Tetra pack), MOH, Chicken(Live), Fish fresh, & Eggs(Hen)etc.) required to be supplied by contractor during every week.(i.e. on every Thursday) of the ensuing month so as to facilitate advance planning by contractor in arranging the supplies on the Thursday & Mondays of the month without fail.
- (c) The responsibility of collecting this demand from **Commanding Officers, ITBP Camp as mentioned in para-7 on page 16 of this tender** by 20<sup>th</sup> of every month will be that of contractor.
- (d) The firm demand for next one week to be supplied on next Monday & Thursday will be handed over to Contractor's representative on every Thursday when he comes to deliver the indented supplies at given F.O.R. destination.
- (e) In case of any unforeseen & emergent eventuality leading to sudden reduction or additions in the quantities, **Commanding Officer, ITBP Camp as per details in para-7 on page 16 of this tender** will send written intimation for reduction or additions to contractor under their own arrangements at least 03 days in advance from next date of scheduled supply (i.e. by Monday in r/o supplies required on next Thursday & vice versa).

  
DY INSPECTOR GENERAL, ITBP

Signature of Tenderer with Rubber stamp of firm

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

**1. Bid should contain the following documents(Technical Bid):-**

S.N.	PARTICULARS	Remarks (To be filled by firm in Yes or No only)
1.	Bid Security	
2.	Copy of Registration of Firm (self-attested)	
3.	Copy of PAN card	
4.	Copy of TIN & VAT, GST Registration	
5.	Tender document (19 pages including check list for documents) duly filled and signed.	
6.	Bank Solvency Certificate with date	
7.	Copy of Income Tax Clearance certificate (ITCC) last two-years	
8.	Copy of <b>Valid Trade License</b>	
9.	Copy of Valid Trade License for supply of Fresh ration (Vegetables, Fruits, Milk & Milk products, Chicken, M.O.H. (Mutton) & Fish.	
10.	Copy of Certificate of past performance of firm issued by organization with whom firm have executed supplies.	
11.	Full Address, e-mail, Phone/ Mobile No & Fax Numbers.	

*[Signature]*  
DY INSPECTOR GENERAL, ITBP

Signature of Tenderer with Rubber stamp of firm


**BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT (EMD)**

In accordance with invitation to Tender No. IV-18013/02/SHQ(LKB)/Prov/2023 -  
..... Dated ..... of The DIG, SHQ (Likabali) ITBP, PO: Likabali -  
Distt - Lower Siang, (Arunachal Pradesh) Pin-791125. I, M/s  
.....  
.....  
... with the following Directors on their Board of Directors/ partners of the firm:-

1.	2.
3.	4.

Wish to participate in the said Tender for the supply of FRESH RATION ITEMS (Fresh Vegetables, Fresh fruits, Onions and Potatoes), Paneer fresh with 3.5% fat, MOH( Goat), Fish fresh, Chicken (Live), eggs (Hen), Bread, Fresh Milk (Tetra pack) etc. for the period from **01.06.2023 to 31.03.2024** at concerned Unit HQrs / F.O.R. mentioned in the tender documents.

I, 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 acceptance of tender/sign the contract, or to submit a performance security before the deadline defined in the request for bid documents/acceptance of tender (AT), firm will be suspended for the period of time specified in the tender documents/as per provision laid down in GFR- 2017.

  
DY INSPECTOR GENERAL, ITBP

Signature of Tenderer with Rubber stamp of firm