

E-PROCUREMENT NOTICE

NO-ITBP/40th BN/THQ/Grain Shop/Fresh Ration Supply/Tender/2022-294 Date-01.09.22

On behalf of the President of India, Commandant, 40th BN, ITBP, THQ DONGARGARH, RAJNADGAON (C.G) invites Online tender under Two Bid System (Technical Bid & Financial Bid) free of cost for the Supply of Fresh Ration at Grain shop, 40 BN I.T.B.P, THQ DONGARGARH & COBs, RAJNADGAON (C.G).

Tender Publishing Date/Time : 02.09.22/ 1100 Hrs.

Tender Opening Date/Time : 23.09.22/ 1030 Hrs.

Notes:

- i) 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 our websites only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

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Commandant
40th BN I.T.B.P

For and on behalf of the president of India

ई-टेन्डरिंग सूचना

सं०-भा०ति०सी०पु०/४०वीं वा०/साम० मुख्या०/ट्रेनशॉप/त.जा.राशन सप्लाई/२०२२- 2559 दिनांक:- 01/09/22

भारत के राष्ट्रपति की ओर से सेनानी, ४०वीं वाहिनी, भारत तिब्बत सीमा पुलिस बल, साम० मुख्या०, पत्रा.-डोंगरगढ़, जिला-राजनौदगॉव (छ०ग०) द्वारा साम० मुख्या०, ४०वीं वाहिनी, डोंगरगढ़ कैम्प एवं सी०ओ०बी० में ताजा राशन की सप्लाई हेतु दो बीड प्रणाली (टेक्निकल एवं वित्तीय बीड) के माध्यम से निःशुल्क ई-निविदां आमंत्रित करता है।

निविदां प्रकाशित करने की तिथि :- 02/09/22/1000 बजे।

निविदां खुलने की तिथि :- 23/09/22/1030 बजे।

टिप्पणी :-

1. टेण्डर फार्म की अधिक जानकारी के लिये भा०ति०सी०पुलिस बल की वेबसाईट www.itbp.gov.in & www.eprocure.gov.in/CPMP से भी प्राप्त कर सकते हैं, तथा डाउन लोड भी किया जा सकता है। निविदां में किसी भी प्रकार के परिवर्तन/संशोधन के लिए उक्त वेबसाईट पर लगातार विजिट करते रहें।



सेनानी

४०वीं वाहिनी एवं भारत के राष्ट्रपति की ओर से

NO. ITBP/40th BN.THQ /GRAIN SHOP /TENDER/2022-
OFFICE OF THE COMMANDANT (THQ) 40th BN.
INDO TIBETAN BORDER POLICE FORCE,
MHA/GOVT. OF INDIA
P.O. THQ DONGARGARH, RAJNADGAON (C.G)
Tender Enquiry No-01/Supply of FRESH Ration, for 40th BN. I.T.B. Police

Dated-

TO

M/S.....

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Dear sir,

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 40th BN. I.T.B.Police, THQ DONGARGARH, RAJNADGAON (C.G)** 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. Hard copy of only EMD put in one envelope by the tenderer to enable the board to evaluate the tender documents i.e. **Technical bid** will be opened in the office of the Commandant, 40th Bn ITBP on Dtd- ...**23..09.22 at 1030.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, **THQ DONGARGARH, RAJNADGAON (C.G)**. You must send with the tender, the amount of Bid Security (Earnest money) shown at the head of the schedule sealed along with the technical bid. The Bid Security (Earnest money) with validity of Next 60 days w.e.f. the date of opening of Tender must be drawn/pledged in favour of Commandant, 40th Bn ITBP. This Bid Security (Earnest money) must be in one of the following forms:-

Demand draft from scheduled banks in favour of COMMANDANT, 40th BN., ITB Police Payable at S.B.I DONGARGARH, RAJNADGAON (C.G)

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

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 31.12.93 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.

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

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Commandant

40th BN ITB Police

(For and on behalf of the President of India)

04. 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 before22.09.22 at 1730hrs. The tender received after stipulated date and time will not be accepted in any circumstances. No any tender fee will be charged from the firms/tenderer. The firm should submit the **EMD in favour of Commandant 40th BN** with proper sealed envelope duly endorsing full address of the firm, tender notice number, date of the tender. The tender form can also be downloaded from the CPP Portal Website (www.eprocue.gov.in), ITBP website.www.itbp.gov.in. The **"Supply of FRESH Ration, for 40th BN., Indo Tibetan Border Police Force, THQ DONGARGARH, RAJNADGAON (C.G)"**.

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.	Year of starting the business and turn over during the last year.	
5.	Please enclose list indicating the name of the Organization with whom you have executed supplies of any items.	
6.	What is your Permanent Income Tax A/C Number and attach photo copy duly attested.	
7.	What is your Permanent Sales Tax / GST Number and attach Regd. Certificate or photocopy duly attested.	
8.	Enclose valid registration documents issued by State Govt / Company Registration Office of Central Govt. for eligibility as <u>"Supply of FRESH Ration, for THQ & COBs of 40th BN. I.T.B.Police DONGARGARH, RAJNADGAON (C.G)"</u>	
9.	Business name and constitution of the Firm, is the Firm registered under.	
10.	Food license number and copy.(Including Annexure issued by fssai indicating the list of items being dealt by the Firm)	

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11	State whether business dealing with you have been barred by ITBP/ Army/CAPF at any time in the past.	
12	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 pls. visit ITBP Web site - www.itbp.gov.in OR www.cppp.gov.in)

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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.



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SCHEDULE TO TENDER-

Office of the Commandant, 40th BN.
Indo Tibetan Border Police Force,
MHA/Govt. of India
THQ DONGARGARH, RAJNADGAON (C.G)

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

dated

Bid security (Earnest Money): Rs. 1,50,000.00 (Rs. One lakh Fifty thousand only) in the form of demand draft only.

Tender Enquiry No- 02. "Supply of FRESH Ration, for THQ & COBS OF 40TH BN ITBP DONGARGARH, RAJNADGAON (C.G).

TENDER SET IS NOT TRANSFERABLE.**CRITICAL DATES**

Publish Date02/09/22	Bid Opening Date23.....09.22
Document Download/Sale Start Date02/09/22	Document Download/Sale End Date22.....09.22
Bid Submission Start Date09/09/22	Bid Submission End Date27.....09.22

* 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 OPENED FOR CONSIDERATION/ACCEPTANCE TILL: 06 Months from the date of acceptance letter.

Description & Specification Of Stores Required:-

Sl.No.	Description Of Stores, Specificatio	Qty	F.O.R Description
1.	As per BOQ.	AR	F.O.R. AT THQ DONGARGARH, A COB BAKARKATTA, B COB BURHANBHAT, C COB KANHARGAON, D COB MALAIDA, E COB GATAPAR JUNGLE, DISTT- RAJNADGAON (C.G.) OF 40 TH BN I.T.B.POLICE PIN-491445

Note:- Tenderers are requested to quote their rates on FOR Destination, free delivery at consignee end by road at own 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 .



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40th BN ITB Police

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TERMS AND CONDITIONS
(TENDERERS MUST READ THE INSTRUCTIONS CAREFULLY BEFORE SUBMITTING OFFER)

Terms and conditions to qualify in the tendering process :

Pre-Qualification Criteria / Technical Requirements :

Earnest Money:- Rs. 1,50,000/- (Rs. One lakh Fifty thousand only) can be deposited in any one of the following alternative forms.


- a) An open Bank Demand Draft/ Fixed Deposit Receipt/ drawn in favour of Office of the Commandant, 40th Bn., Indo Tibetan Border Police Force, MHA/Govt. of India, **THQ DONGARGARH, RAJNADGAON (C.G.)**.
- 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 Dongargarh, Distt-Rajnandgaon (C.G.) Pin- 491445 for "Supply of FRESH Ration at **THQ DONGARGARH AND ALL COBs of 40th BN, I.T.B.P distt- RAJNADGAON (C.G)** (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.

- 1 Tender documents fully furnished and signed by the Tenderer without indicating the rate quoted. if indicating rate quoted result into rejection of offer/tender.
- 2 Earnest money (DD/BD/FDR).
- 3 Attested copy of the GST registration certificate.
- 4 Copy of the last 03 months GST Return.
- 5 Attested copy of PAN Card.
- 6 Attested copy of the three years IT Return. (Consecutive year 2018-19 to 2021-22)
- 7 FSSAI certification with product category code is mandatory.
- 8 Bidders rate must be quoted in round figures in INR only. Otherwise Bid Will Be Ignored/Rejected.
- 9 There should not be any cutting/overwriting in any of the documents.
10. The Bidder shall have minimum three years of experience in undertaking the work of similar nature with a contract value of more than ₹50 lakhs per year in at least one Govt organization/any security forces in LWE affected areas and produce the experience certificate for dealing in the items called for tender consecutively for the past two years. (2020-21 & 2021-22.). Also, in this regard, the firms must produce the Award of contract/ Acceptance of tender.
11. **Financial:** C.A. certified Certificate showing Average Annual Financial Turnover during the last 3 consecutive financial years should be at least Rs. **01.00 Crore. (one crore)**
12. Technical: The Vendors shall have experience of having successfully carried out and completed similar work in India.
13. The net worth of the firm should not have eroded by more than 30% in the last two years i.e. 2020-21 & 2021-22.
14. At any point of time before/after the opening of the tender (Part-I or II), the documents or the information provided by the firm/Company are found to be incorrect, the application would be rejected. The tender inviting authorities decision in this regard would be final.


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Note :

- a. All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder will be verified from the parties for whom work has been done.
 - b. All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA) in India.
 - c. MSE firms owned by Schedule Caste/Schedule Tribes entrepreneurs should produce documentary evidence of the same at the time of submitting offer. No claim will be admitted after opening of tender.
 - d. The Public Procurement Policy for MSEs order and Amendment Order is applicable.
 - e. Procurement of Fresh ration acceptable as per BOQ only.
 - f. Item wise price for the items mentioned in the BOQ (There should be no cutting/overwriting)
 - g. The Contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. The Contractor shall keep the Commandant 40th Battalion indemnified from and against any claim of infection, food poisoning or illness arising from any bad or defective items or materials provided during the entire contract period.
 - h. The rates quoted shall be binding without any escalation whatsoever till six month from the date of signing the contract.
 - i. It is to be duly noted that in case of any / all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
 - j. No deviations/ conditions shall be stipulated by the tenderer in either technical or financial bids. Conditional tenders will not be accepted and will be summarily rejected.
 - k. Falsification/suppression of information shall lead to disqualification of the tenderer/ cancellation of contract even after award of work/during the currency of the contract.
 - l. As per the Abolition of Child Labour Act 2006, shall not engage for supply a person below the age of 18 years.
1. The stores will be supplied at supplier's risk at consignee's premises & cost of freight should be included in cost of item.
 2. Store will be supplied on the basis of demand projected by 40th BN., ITB Police, THQ DONGARGARH, RAJNADGAON (C.G).
 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 confirm 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. The tenure of the contract will initially be for six month and extendable for further period of three months at the sole discretion of the Commandant's 40th BN at the same rates or at mutually agreed rates.
 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 rajnandgoan (C.G).

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8. The store supplied against the order shall be deemed to bear Expiry/warranty of the contractor against all defects in material, workmanship, finish and performance for a period of two months from the date of receipts of the stores at the consignee depot. If during this period the stores supplied are found by the consignee to be defective/Expiry, then the purchaser shall be entitled to call upon the contractor to rectify and or replaced the defective 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 Bidder shall not engage any agent or enter into sub-contract with any other Bidder/s for running the said contract.

iv) Bureau of Indian Standards (BIS)/specifications of ISI/Agmark/FOA should be followed wherever applicable.

9. The rates shall be quoted on form price basis and including all delivery charges/sale tax etc. valid up to 180 days Free delivery at consignee's premises i.e. 40th Bn., Indo Tibetan Border Police Force, MHA/Govt. of India, **THQ DONGARGARH & COBs, RAJNADGAON (C.G)** as specified in **BOQ**.

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-**23/9/22** at 1030 hrs.

12. E.M.D. amounting Rs.- 1,50,000/- (Rs. One Lakh fifty thousand only) must be deposited in form of DD or BC favour of COMMANDANT, 40th Bn., ITB Police Payable at Main Branch of **S.B.I. Dongargarh, rajnandgoan (C.G)** Failing which Tender will be rejected.

13. EMD of unsuccessful Tenderers shall be returned by purchaser as early as possible. However, no interest shall be paid by the purchaser on the EMD deposited by the Tenderers.

14. The EMD may be submitted by registered post/courier/speed post. **EMD received after 1600 hrs on 22/9/22 will not be entertained under any circumstances.**

15. **Performance Security** :- The Tenders whose rates and samples are approved will have to **deposit 05-10% amount of tender value as security money**. On receipt of the security money, the EMD will be returned.

16. All DD/BD/FDR/BG must be by name of firm/ Propwriter of firm only.

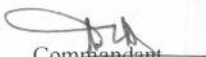
17. If the tenderer (s) fail to deposit the security money within 15 days of acceptance of his tender the EMD will be forfeited.

18. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under relevant laws, as applicable, in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

19. The tender received after expiry of specified date time will not be accepted.

20. The tenderers attention is invited to clause I (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.

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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)

21. **Non Disclosure Clause:** The agency/firm shall not disclose directly or indirectly any information or materials and details of the Unit's structure/systems/equipment etc. which may come to possession or knowledge of the agency/firm during the course of discharging its contractual obligations in connection with this agreement to any third party and shall at all times hold the same in the strictest confidence. The agency/firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The agency/firm shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Unit. The agency/firm shall indemnify the Unit for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency/firm, the Unit shall be entitled to claim damages and pursue legal remedies. The agency/firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The firm/agency's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

22. Prices are inclusive of all such charges i.e. GST or any other extra charges and No claim for the same will be entertained.

23. **Terms of Delivery:** The tender enquiry is invited on free delivery to consignee basis only .Hence the firm may dispatch stores accordingly to consignee locations:


24 **Terms of payment:** Payment of store will be processed through FVC/RTGS/Cheque bill and is likely to be materialized within 03 months from the date of receipt of complete stores delivered by the firm at consignee's premises.

25. In case the tenderer has any doubts in the Tender document, he / she shall seek clarification from the Office of Commandant, 40th BN ITBP, THQ, Dongargarh, Rajnandgaon (C.G.) not later than 03 days before last day for submission of bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all tenderers without disclosing the identity of the tenderer seeking clarification. All communications between the tenderer and Commandant, 40th BN, ITBP shall be carried out in writing via e-mail only (thq40thbn@itbp.gov.in or itcell40thbn@itbp.gov.in). Except for any such written clarification by the Unit which is expressly stated to be an addendum to the tender document issued by the Office of Commandant,40th BN ITBP, no written or oral communication, presentation or explanation by any other employee of the Unit shall be taken to bind or fetter the Unit under the contract.

26. After receipt, stores will be checked by a board of officers and if any items is found inferior to the advance sample, 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, 40th BN Indo Tibetan Border Police shall be final and binding on all parties/tenderers.

27. **Refund of security deposits:** Security deposits will be refunded after 01 month of completion of contract /extended period.

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28. **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 the Supplier. 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 the goods. 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.

29. **TERMINATION POLICY:**

a) The Commandant's 40th BN reserves the right to levy penalty and even terminate the contract at a notice of 10 days if there is deterioration in any kind of services/ insolvency, poor/ deficient service, irregular activities, unsatisfactory/deficiency in the quality of food stuff, material, hygiene, etc. In case of any dispute in this regard, the decision of the Commandant's 40th BN shall be final and binding. In such a scenario, the security deposit made by the Bidder will be forfeited.

b) The Commandant's 40th BN also reserves the right to terminate the contract by giving a notice of **30 days** without assigning any reasons thereof.

c) Mutual Termination: The Bidder who wish to terminate the contract by mutual agreement shall give a notice by assigning the reason(s) thereof. On acceptance by the Commandant's, the contract may be mutually terminated after a period of 30 days from the day of acceptance by the Unit.

30. **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)].

31. **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 be have properly to committee, misbehavior with committee or the member will directly cancel there 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 workings date.The envelope containing the Technical Bid shall be opened on the prescribed date after opening the seal of outer cover. At this stage, only the glaring shortcomings i.e. the necessary enclosures, earnest money and other important document are verified and sample will check 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 only considered.

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32. **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.

33. **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.

34. **FAILURE AND TERMINATION:** In additions 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.

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.

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36. **Evaluation of eligibility/qualification Criteria:****The following may also be noted:**

1. Only one tender per tenderer will be accepted.
2. It may be noted that the tenders not accompanied by any one of the above documents or satisfactory explanation thereof will be liable for rejection forthwith.

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, 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 the all the criteria of the tender and provide all the needful documents asked for the tender. Document such as EMD, copy of Pan Card, copy of GST registration certificate, latest IT return, valid GST 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 specifications, technical terms and conditions are examined by TC in general and a technical member of the TC in particular. All important document submitted by the tenderer should be clear and self attested. The firm should be in possession of fssai certificate during the time of submitting the tender. Firms not submitting the desired certificate will not be considered during technical evaluation. The Technical committee will also evaluate and confirm that the 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. Moreover, Contract shall ordinarily be awarded to the Lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the corresponding bidding document. 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. 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 ration to other CAPFS/other sister organisation which is working in Rajnagar. 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: GST and other taxes and duties, 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. If the purchase authority is not satisfied with the price offered, it will be called for negotiation. the rates of less than 10 percent of the total items are found to be the lowest, the items of that firm will be passed on to the lowest bidder in the highest number of items provided the said rates are in line with the current market and final purchase rates or in favor of the buyer. If this is not possible then negotiation will be done on the basis of the rates of the firm with the highest number of items.

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37. **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 dispatched under R/R on "Said to Contain" basis, payment shall be made only with Consignee's Receipt Certificate.


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S/NO	PARTICULAR	A/U	REMARKS
1	AALU (POTATO) MEDIUM SIZE	KG	
2	PAYAJ (ONION) MEDIUM SIZE	KG	
3	TAMATAR (TOMATO)	KG	
4	PHULGOBHI (CAULI FLOWER)	KG	
5	BANDGOBHI (CABBAGE)	KG	
6	LAUKI (BOTTLE GOURD)	KG	
7	KADDU (PUMPKIN)	KG	
8	TORAI (TORI)	KG	
9	BHINDI (LADY FINGER)	KG	
10	KARELA (BITTER GOURD)	KG	
11	SHIMLA MIRCH (CAPSICUM)	KG	
12	BAIGAN (BRINJAL)	KG	
13	MOOLI (RADISH)	KG	
14	PALAK (SPINACH)	KG	
15	METHI LEAF	KG	
16	RAI LEAF	KG	
17	KUNDRU (HOROSCOPE)	KG	
18	PARWAL (PARWAL)	KG	
19	BODI (LONG GREEN BEANS)	KG	
20	FARASH BEEN (FRENCH BEANS)	KG	
21	SEMPHALI (LIMA BEAN)	KG	
22	HARA MATAR (GREEN PEAS)	KG	
23	FROZEN GREEN PEAS (SAFAL)	KG	
24	ARABI (ARUM)	KG	
25	KATAHAL (RAW JACK FRUIT)	KG	
26	TINDA (TINDA)	KG	
27	MASHROOM BUTTON	KG	
28	HARA MIRCH (GREEN CHILI)	KG	
29	HARA DHANIYA (CORIANDER) LEAF	KG	
30	ADARAK (GINGER)	KG	
31	LAHASUN (GARLIC)	KG	
32	KHEERA (CUCUMBER)	KG	
33	GAJAR (CARROT)	KG	
34	CHUKANDAR (BEET ROOT)	KG	
35	NEEMBU (LEMON)	KG	
36	KACCHA NARIYA, MEDIUM SIZE. (TENDER COCONUT)	NOS	
37	PUDEENA (MINT) LEAF	KG	
38	KASHMIRI SEV (APPLE)	KG	
39	SANTARA (ORANGE)	KG	
40	KELA (BANANA) STANDARD SIZE	KG	
41	ANAAR (POMEGRANATE)	KG	
42	NASPATI (PEAR) S/Q	KG	
43	KINNU STANDARED SIZE	KG	
44	AAM (MANGO) LANGRA MEDIUM SIZE	KG	
45	MANGO (DASHAHRI)	KG	
46	ANGOOR KALA (BLACK GRAPES)	KG	
47	ANGOOR (GREEN GRAPES)	KG	
48	PAPITA (PAPAYA)	KG	
49	KHARBUJA (MUSK MELON)	KG	
50	TARBUJ (WATER MELON)	KG	
51	TONED MILK (TETRA PACK) AMUL	Ltr.	
52	DAIRY MILK FRESH (PKT) AMUL	Ltr.	
53	TAJA PANEER (AMUL)	KG	
54	PANEER BRANDED (PKT)	KG	
55	BUTTER (AMUL)	KG	
56	BUTTER AMUL 20GM	PKT	
57	DAHI (AMUL) SWEET	KG	
58	DAHI (AMUL) SCUR	KG	
59	DAHI (ABIS) SWEET	KG	
60	CHHACH (LASSI) 200ML (AMUL)	PKT	
61	DAIRY MILK FRESH (PKT) ABIS	Ltr.	
62	ICE CREAM (AMUL) 100ML	CUP	
63	BUTTER (ABIS)	KG	
64	MEAT MALE GOAT (DRESSED)	KG	
65	MEAT MURGA (CHICKEN) DRESSED	KG	
66	TAJA FISH REHU DRESSED	KG	
67	TAJA FISH KATLA DRESSED	KG	
68	BREAD TAJA 500GM	PKT	
69	ANDA TAJA (MURGI) (EGG) STANDARD SIZE	NOS	


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