CHAPTER-II INVITATION TO BIDDERS

Government of India, Ministry of Home Affairs

Office of The Inspector General,

Basic Training Centre, Indo-Tibetan Border Police

Po- Bhanu Camp, Panchkula (Haryana) 134103 E-mail:

Tender No.ITBP/BTC/NTCD&A/AT/TENDER/2021-442 Dated 23.03.21

For and on behalf of the President of India, the Directorate General ITBP New Delhi invites advertise tender enquiry/ OTE through online tenders under Two Bid System (Technical and Financial Bid) on the prescribed form, for supplying 112 numbers of **High Altitude Ponies/Mules** (Indian Breed) as detailed in this schedule to tender:-

	,			
SI, No.	Description of stores	04.		
01. 140.	Description of Stores	/ Qty		
As per schedule of Requirement (Chapter-V and QR/TD at chapter VI)				
is per somedific or requirement (onapter-v and Qivito at chapter vi)				

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

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Tender	Description of	Qty	Specification	EMD (Rs)	Cost of	Date of receipt and
No.	horse				Tender	Opening of Tender
					Document	-
01	High Altitude Ponies/Mules (Indian Breed)	112 Nos.	As per Appendix-A	1750/- per Mule/pony (Rupees One Thousand Seven Hundred Fifty only)	Free of cost	a) Time and date of receipt of online/ offline tender: - AI 1605 hrs on DTD-14-04-2021 b) Time and date of opening of online/ offline tender:- At 1600hrs on DTD-15-04-2021

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

	Chapter I	Invitation to tender (NIT)	Dage 01
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ii	Chapter II	Instructions to bidder	Page-02 to 07
iii	Chapter III	Pre-despatch inspection/pre receipt inspection	Page- 08
iv	Chapter IV	Conditions regarding deposit of earnest money	Page- 09
v	Chapter V	Form 68-A	Page- 1C
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vii	Chapter VII	Important instructions	Page- 14
viii	Chapter VIII	Annexure - i	Page- 15-16
ix	Chapter IX	Questionnaire about bidder	Page- 17-19
х	Chapter X	Form-7	Page- 2C
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- 3. All tender documents inclusive of NIT, instructions to bidder, special condition, schedule of requirement, QR & TD and all other relevant document are available at e-Procurement site https://epocure.gov.in/eprocure/app. Bidders are advised to download the same and go through in detail. All tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and https://eprocure.gov.in/eprocure/app.
- 4. Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before uploading the tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. Tenderer are also advised to go through checklist.
- 5. Tenderers must ensure that they have gone through with complete tender document and read thoroughly all terms & conditions, schedule of requirement, tenders QRs/TDs. Tenderer will upload the declaration certificate for the same purpose. All questionnaire alongwith the various forms & annexure will be signed in column & on each page and uploaded with their offer, as it is, without any modification/alteration.
- 6. In case of any difference between the conditions mentioned in tender enquiry and the specification/QRs, the condition given in the specifications will be binding.

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

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INSTRUCTIONS TO BIDDERS

(This Tender Set is not transferable)

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8.	Name of Stores : S	upply of 112 Nos High Altitude Ponies/Mules (Indian
		Breed)
9.	(a) Earnest money deposit	: Rs. 1750/- per Mule/Pony
10.	Date of publication on website	: at 1000 hrs on dated 25/03/21
11.	Document download start Date	: at 1000 hrs on dated 25/03/21
12.	Document download end date	: at 1600 hrs on dated 14/04/21
13.	Seek Clarification start Date	: N/A
14.	(a) Seek Clarification end date	: N/A
	(b) Pre bid date & time	-•: N/A
15.	(a) Bid submission start Date	: at 1200 hrs on dated 25/03/21
	(b) Bid submission End Date	: at 1600 hrs on dated 14/04/21
16.	Bid opening date	: at 1605 hrs on dated 15/04/21
17.	The Purchaser .	: President of India
18.	Inspection Authority	: Inspector General, BTC Bhanu, ITBP
19.	Inspection Officer	: Board of Officers of ITBP.
20.	Pony required at (Consignee):	BTC Bhanu, ITBP, Panchkula (Haryana),
	,	134103
21.	Delivery Period	: (a) For Indian Suppliers- Within 30 days from
	•	the date of issue of AT (supply order).
•		
		(b) ITBP reserves the right to extend this date

22. Place of Procedure & Submission of EMD etc: BTC, ITBP, Bhanu, Panchkula

Original payment instrument in respect of EMD, duly completed in all respects is to be submitted at QM Branch BTC, ITBP, Bhanu 134103 by 13/04/2021 upto 1600 hrs. The copy of this document must be uploaded along with technical bids by the bidders for transparency. Late/Delayed/Non submission of originals would result in rejection of bid during online bid opening.

as per merit.

23. Form of Earnest Money Deposit (EMD):

The EMD having validity of 45 days beyond the final bid validity period be deposited in the following form only on or before opening of Tender (Technical Bid): Bid/offer validity is 180 days from the date of tender opening.

- 23.1 Fixed Deposit Receipt, drawn in favour of Inspector General, BTC, ITBP, Bhanu.
- 23.2 An irrevocable Bank Guarantee (BG) of any Indian Nationalized/Scheduled Bank in Indian Rupees, in the format supplied with the tender.

24. Bid/ Offer Validity:

180 days from date of tender opening. In the absence of any indication in the tender documents submitted, of the date upto which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the schedule to tender.

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

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AS PER GOVERNMENT POLICY, PCUS ARE NOT EXEMPTED FROM DEPOSITING EMD

1. Purchaser : The President of India.
2. Inspection Authority : IG, BTC, I.T.B.Police.

3. Inspection Officer: Pre delivery inspection/selection of **High Altitude Ponies/Mules**. (Indian Breed).Inspection will be done by a Board of Officers before accepting delivery. Board of Officers will be detailed by the IG,BTC,I.T.B.Police.

4. Horse required at: Free delivery at consignee's location (Details of consignee Tenderers are required to quote rates on free delivery at Consignee's location basis only. Tenders received on FOR Destination Stations/ Station of dispatch basis or different rates for different destinations shall be summarily rejected.

5. Delivery required by : Delivery of 112 Nos High Altitude Ponies/Mules is at I.T.B.Police,

BTC, Bhanu Camp, Panchkula, Haryana.

- 6. Dispatch Instructions: High Altitude Ponies/Mules are required to be delivered at consignee's location at freight, risk and cost of the supplier.
- 7. Payment Terms : i) 90% payment will be released on receipt of provisional receipt of High Altitude Ponies/Mules by the consignee and Inspection certificate after successful delivery of High Altitude Ponies/Mules issued by the consignee. Inspection certificate and consignee receipt should be prepared as Para 11.29 and 14.19.1 of DGS&D manual.

ii) Balance 10% will be released against

- (a) Certificate issued by the purchaser that firm has submitted Performance Bank Guarantee to the tune of Amount equivalent to 10% of net contracted value which is valid till 45 days beyond guarantee/ warranty period of **High Altitude Ponies/Mules** (Indian breed).
- (b) Regularization of the case, if supply is made beyond fixed Delivery Period.
- 8. Price: Rate quoted by the firms should be on firm price basis.
- 9. Rates, Taxes, and Duties: Firms should quote rates, taxes, and duties only as per BOQ format provided.
- 10. Full address/ phone No. of Breeder: Tenderers should disclose the name and full address (along with telephone/ Fax No.) of the place where the **High Altitude Ponies/Mules** (Indian breed)will be offered for inspection. All the Pony board concerned receiving time must be Vaccinated and Vaccination certificate of each Horse with certificate that they are protected against disease like Equine influenza, Glanders, Strangle and any other infectious lethal Disease.

1.1.

- (i) Only those firms should respond who are the breeders or having reputed stud farms of High Altitude Ponies/Mules specified in Tender specifications.
- (ii) Inspection will be done by a board of officers for selection of the Loading Pony as per tender enquiry specifications.
- (iii) If board will not find the horses as per tender enquiry specifications, offer of those bidders are liable to be ignored and the cost of such assessment to be borne by the bidders.

(iv) Price is subject to veterinary fitness ofhorses as per tender specification and technical inspection by theboard detailed by competent authority.

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12 Purchasers right:

- (a) Purchaser reserves the right to change the consignee and change the quantity of High Altitude Ponies/Mules (Indian breed) allotted to them as per requirement at any stage.
- (b) Purchaser reserves the right to cancel / reject or scarp the tender without assigning any reason.

13 Place of submission of tender documents:

All the tender documents whose hard copies only have been called as per clause 20(a) (1), duly completed in all respect, are to be submitted in the tender box Inspector General, BTC, Indo Tibetan Border Police Force, MHA, Govt. of India, P.O. Bhanu Camp, Dist. - Panchkula (Haryana)-134103, Fax No. - 01733-258575, Ph. - 01733-258065 before specified time and date mentioned in the schedule for tender. Late/ Delayed/ Non submission of originals would result in rejection of bid during online bid opening.

14 Selection of High Altitude Ponies/Mules (Indian breed)by Board of Officers:

- (a) The technically qualified bidders will be intimated in advance for the selection process/inspection of Horse before a Board of Officers (to be detailed by IG, BTC, Bhanu, I.T.B.Police) for assessing the suitability and performance of High Altitude Ponies/Mules (Indian breed)as per tender enquiry specifications. The supplier will provide High Altitude Ponies/Mules (Indian breed)at their costs as per instruction of B.O.O.. High Altitude Ponies/Mules (Indian breed) will be subjected to assessment, fitness and suitability as per the conditions in QR at the time before accepting delivery. The cost of such assessment to be borne by the supplier of the Horse. Offers of those bidders are liable to be ignored, whose High Altitude Ponies/Mules (Indian breed) are not found as per tender enquiry specifications or Price bids of only those bidders will be opened whose technical bids are found acceptable.
- (b) The horse must be vaccinated and protected against disease like Equine influenza, Glanders, Strangle and any other infectious lethal disease etc. as per global standards. Certificate to this effect with details of vaccination in respect of each horse to be provided by the firm and if not confirms to specification, the entire consignment will be rejected at the cost, risk and freight of the supplier.

15 Rejection of consignment:

If the horse is found inferior and not confirms to specification the entire consignment will be rejected at the cost, risk, and freight of the supplier.

16 Advance Sample: Not applicable.

17 Liquidated Damages:

In case the firm does not complete the supply within fixed delivery period, liquidated damages including administrative expenses and not by penalty a sum equivalent to 2% of the price of High Altitude Ponies/Mules (Indian breed) which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such Loading Pony (Indian breed) may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed shall not exceed 10% of the total contract price. After the maximum limit of 10% of the contract value, purchaser reserve the right to either extend further or cancel the contract.

18 Security Deposit:

(a) The successful firm shall have to deposit a Security Deposit of 10% of the contract value within 07 days of the receipt of supply order for due performance as per provisions contained in Clause 7 of DGS&D-68 (Revised). Failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the right to cancel the contract.

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- (b) The Performance Security Deposit submitted by the supplier will remain valid at least for 90 days beyond the Guarantee/Warrantee period of **High Altitude Ponies/Mules**.
- (c) If the supplier fails to deliver **High Altitude Ponies/Mules** (Indian breed) in a promised period and places and a request for extension of time he will submit an undertaking on judicial stamp paper of Rs.10/- duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the guarantee/warranty period
- 19. Inspection Criteria:

The successful bidder will have to abide by the Pre-Dispatch Inspection (PDI) criteria formulated by the purchaser.

20. TWO BID SYSTEM:

All bidders are required to submit their offers in two covers as under:-

(a) FIRST COVER (Technical Bid) should contain the following: -

- 1. Documents to be submitted in original manually.
 - i) Tender Cost (if applicable).
 - ii) EMD (if applicable).
 - iii) Tender Acceptance letter.
 - iv) Proof of the breeder/ owning the reputed stud farm or Race Course.
- 2. Documents to be submitted in Scanned Copy
 - i) Tender acceptance letter as per Appendix-"E".
 - ii) Earnest money deposit.
 - iii) FORM 68-A, List No. 1, FORM- 7.
 - iv) Questionnaire Appendix-"C", Appendix-"D".
 - v) PAN Card
 - vi) TiN Number
 - vii) Firm Registration

(b) SECOND COVER (Commercial / Price Bid) should contain the following:-

The composite bid i.e. rate indicated in the technical bid "OPENLY" SHALL BE IGNORED. Prices should be quoted as per BOQ format provided along with the tender document and at e-Procurement site http://eprocure.gov.in/ eprocure /app ONLY.

- 21. Tender Documents are available at CPPP e-Procurement site http://eprocure.gov.in/eprocure/app as well as on ITBP website (www.itbp.nic.in/tender_notic=.htm) which can be downloaded by interested firms free of cost. However, bidders are required to submit Tender Fee and EMD as applicable, as per tender document while submitting the bids. The Demand Draft/Bank Guarantee for Tender Fee /EMD should be drawn in favour of Inspector General, BTC Indo Tibetan Border Police Force MHA /Govt Of IndiaP.O- Bhanu Camp, Distt- Panchkula (Haryana)-134103Fax NO- 01733-258575 Ph.- 01733-258065 and original should be submitted to the Procurement Cell before opening of the tender.
- 22. Tenderers are not permitted to alter or modify their tenders after expiry of the deadline for receipt of tender till the date of validity of tender and if they do so their earnest money will be forfeited.

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23. PRE-DESPATCH INSPECTION/PRE RECEIPT INSPECTION:

Pre-dispatch Inspection of the High Altitude Ponies/Mules (Indian breed) will be carried out as per the QRs/Instructions. If High Altitude Ponies/Mules (Indian breed) are found not complying with the TE specification it will be rejected at the risk & cost of the supplier.

24. GUARANTEEWARRANTY

The **High Altitude Ponies/Mules** should be guaranteed for 45 Days. If any High Altitude Ponies/Mules gets infected by any of the disease as per global standards, as well as any physical disability in musculoskeletal system, olfactory organs, ocular system and vision which is related to congenital / by birth, the firm will replace that horse free of cost.

25. INSTALLATION AND TRAINING: - Not required.

Note

- a. Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.
- b. The firms applying tenders against the subject Tender Enquiry are informed that all relevant details with reference to the Tender Enquiry stipulations are clearly responded to. In case any of the Tender Enquiry stipulations are not clearly stated to/replied to by any of the bidder, no repeat no clarifications will be sought from the concerned bidder and its offer will be rejected out rightly.
- c. Before submission of tender, tenderer will check the Check List attached to these Tender Documents as Appendix-"C" for compliance on various stipulations of the tender.

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CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.

- All firms who are not specifically registered with NSIC or DGS&D for the horse, for which the offers are invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the Tender Schedule, failing which their offer will be summarily rejected.
- 2. For claiming exemption from depositing earnest money, the tenderer should be registered with NSIC or DGS&D specifically for the horse with specification as mentioned in Tender schedule. Firms which are not specifically registered for the horse with specification as mentioned in the Tender Schedule, either with DGS&D or with NSIC, shall be treated as unregistered and shall be required to deposit earnest money as above.
- 3. Similarly firms, who are specifically registered for the High Altitude Ponies/Mules as per specified Specifications with DGS&D/ NSIC, but with a certain MONETARY LIMIT, will be treated as UNREGISTERED for their value exceeding their monetary limit of registration. Such firms shall be required to deposit proportionate earnest money over and above the monetary limit. In case such firms fail to deposit Earnest Money, their offer will be rejected.
- 4: The Earnest Money can be deposited in any of the following alternative forms:
 - (a) Fixed deposit receipt in favour of IG, BTC, BHANUCAMP, I.T.B.POLICE
 - (b) An irrevocable Bank Guarantee of any nationalized/Scheduled Bank.
- 5. The earnest money shall be valid and remain deposited with the purchaser for the period of 25 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/or any other alternate document submitted in lieu of Earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.
- 6. No interest shall be payable by the purchaser on the EM deposited by the tenderer.
- 7. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogate from the tender in any respect within the period of validity of his tender.
- 8. The earnest money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.
- 9. If the successful tenderer fails to furnish the security deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.
- 10. Earnest Money of all the unsuccessful tenderers shall be returned by the purchaser as early as possible after the expiry of bids validity, but not later than 30 days after Placement of contract. Tenderers are advised to send a pre receipt challan along with their bids so that refund of Earnest Money can be made in time.
- 11. Any tender, where the tenderer is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected.

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Form 68-A

Tender No. ITBP/BTC/NTCD&A/TENDER/LOADING PONY/2020-

Full name and address of the Tenderer in addition to Post Box No. if any, should be quoted in all communication to this office.

Full name and address of the tenderer in addition in Post Box No. if any should be quoted in all communication to this office	Contractor's Telegraphic address Telephone No Fax No
From,	
Dear Sir,	

- 1. I/We hereby offer to supply the **High Altitude Ponies/Mules** (Indian breed) detailed in the schedule here to or such portion thereof as you may specify in the acceptance of tender at the price given in the said schedule and agree to hold this offer open till _______ I/we shall be bound by a communication of acceptance within the prescribed time.
- 2. I/We have understood the instructions to Renderers' in the booklet DGS&D-229 and conditions of contract in the Form No-68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchases Organization of the Government of India read with the amendments annexure herewith and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the horse required and my/our offer is to supply horse strictly in accordance with the requirements. The following pages have been added to and form part

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at http://eprocure.gov.in/eprocure/app

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then login to the site through the secured login by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, of the file

size is less than 1 MB the transaction

uploading time will be very fast.

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- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BOQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal) the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

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- Any bid document that is uploaded to the server is subjected to symmetric encryption using system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone No. 1800-3070-2232 and mobile No. 7878007972/7878007273 or send a mail over to cppp-nic@nic.in.

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IMPORTANT INSTRUCTIONS

1. SELECTION/INSPECTION OF PONIES/MULES FOR TECHNICAL EVALUATION -

The technically qualified bidders will be required to produce their offered Mule/Pony before a Board of Officers (to be detailed by IG, BTC, I.T.B.POLICE) for assessing the technical suitability and performance of the Horse as per tender enquiry specifications. The supplier will provide horse. High Altitude Ponies/Mules (Indian breed) for various stages of inspections at their costs during inspection by B.O.Os. The Horse will be subjected to inspection, fitness and suitability as per the conditions in inspection. The horse must be vaccinated and protected against disease like Equine influenza, Glanders, Strangle and any other infectious lethal Disease etc. as per global standards. Certificate to this effect with details of vaccination in respect of each horse to be provided by the firm. Offers of those bidders are liable to be ignored, whose High Altitude Ponies/Mules (Indian breed) are not found as per tender enquiry specifications. Price bids of only those bidders will be opened whose technical bids as well as performance of their High Altitude Ponies/Mules (Indian breed) during selection/inspection are found acceptable.

The contract to be concluded will be governed by condition of contract contained in form No. DGS&D-68 (Revised) as amended up to 31-12-91 and those contained in pamphlet No. DGS&D-229 with enclosed amendment (Annexure) & DGS&D Manual.

3.. GUARANTEE / WARRANTY:-

Except as otherwise provided in the Invitation to Tender, the contractor/seller hereby declares that the High Altitude Ponies/Mules (Indian breed) sold/supplied to the purchaser under this contract will be free from all genetic as well as Injection diseases like Equine influenza, Glanders, Strangle and any other injurious lethal Disease etc., must have be vaccinated and protected against diseases as per globalstandards. Certificate to this effect with details of vaccination in respect of each horse to be provided. The horse should be guaranteed for 45 days post-delivery. If any horse get infected by any of the above mentioned disease as well as any physical disability in musculoskeletal system, olfactory organs, ocular system and vision which is related to congenital / by birth, that horse will be replaced free of cost and that notwithstanding the fact that the purchaser may have inspected and/or approved the said horse. If during the aforesaid period of 45 days post-deliverybe discovered any of the above mentioned disease, the decision of the purchaser shall be final in that behalf and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to replace that horse free of cost within a reasonable period, or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the horse of High Altitude Ponies/Mules (Indian breed) from the date of replacement thereof. In case of failure of the contractor to rectify or replace the horse within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective horse.

In the event of contract being cancelled for any breach committed and the purchaser affecting re-purchase of the High Altitude Ponies/Mules (Indian breed) at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

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

Prices should be quoted as per BOQ Format ONLINE ONLY. 7.

Tenderers who are past suppliers of the Mule/Pony to security agencies as per T/E Specification should submit their performance statement in enclosed Performa. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

> General Basic Training Centre, ITBP

For and on behalf of the President of India

- 1. The following amendments may be carried out in the pamphlet entitled conditions on contract governing the contracts placed by Central Purchase Organization of Government of India 1991 edition bearing Symbol DGS&D-39 Form No. DGS&D Form No. DGS&D-68 (Revised).
- 1.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under:- "Government" means the Central Government.
- 1.2 The definition of Secretary in clause I(k) page 3 of DGS&D Conditions of Contract may be modified as under: "Secretary" means Secretary of Min. of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Inspector General, BTC Indo Tibetan Border Police Force MHA /Govt Of India P.O- Bhanu Camp, Distt- Panchkula (Haryana)-134103 Fax NO- 01733-258575 Ph.- 01733-258065 and every other officer authorized for the time being to execute contracts relating to purchase and supply of horse on behalf of the President of India.
- 1.3 Under Clause 2 (c) page 5 of DGS&D conditions of contract, the word Inspector General, BTC Indo Tibetan Border Police Force MHA /Govt Of IndiaP.O- Bhanu Camp, Distt- Panchkula (Haryana)-134103Fax N0- 01733-258575 Ph.- 01733-2580651.
- 1.4 Clause 24 i.e. Arbitration:-

For: The existing entries.

Read: Arbitration.

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of Law, appointed to be arbitrator by IG, BTC, I.T.B.POLICE. It will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:-

- a. If the arbitrator be a person appointed by the IG, BTC, I.T.B.POLICE:- In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for Secretary, Min. of Home Affairs either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator in every such case, it shall be lawful for the IG BTC I.T.BPOLICE in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceedings denove as he may at his discretion decide.
- b. It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

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

Inspector General

Basic Training Centre, ITBP

For and on behalf of the President of India

- d. Upon every and any such reference, the assessment of the cost incidental to the reference, and award respectively shall be in the discretion of the Arbitrator.
- e. Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.
- f. The venue of arbitration shall be the place where the contract is concluded or such other place as the IG, BTC, I.T.B.POLICE at his discretion may determine.
- g. In this clause the expression the IG, BTC, I.T.B.POLICE, BHANU CAMP of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the ITBP, whether in addition to other functions or otherwise.
- 1.5 Similarly, the reference to DGS&D wherever appearing may be suitably modified to read as IG, 1.T.B.POLICE.
- 2. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderers.

FORM NO. DGS&D-230

Reference to DGS&D wherever appearing in clause No. 14, 33, 34, 35, 39 and 40 and Appendix A for Form No. DGS&D-96 may be amended to read as IG, BTC I.T.B.POLICE.

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For and on behalf of the President of India

QUESTIONNAIRE ABOUT BIDDER

1. Name & Address of contractor :		
2 Whether you agree to selection/inspection of your Mule/Pony if called upon to period. No	o do so withi Yes	in specified
3. Whether past supplier of horse to security agencies during the last 3 years. (If yes, submit performance report in enclosed Performa)	Yes	No
4. Terms of delivery: (Free delivery to consignee's location)	Yes	No
5. Delivery period in months from the date of placement of order.		
6. Acceptance to conditions of contract as Contained in DGS&D-68 (Revise and those contained Annexure attached	d) amended Yes	up to date No
7. Have you enclosed required Earnest Money?	. Yes	No
8. Do you accept tolerance clause?	Yes	No
9. Do you accept Liquidated damage clause?	Yes	No
10. Have form No. 68 A and List No.1 of T.E. signed by witnesses.	Yes	No
11. Do you accept Guarantee/Warranty clause?	Yes	No
12. Do you accept Arbitration clause?	Yes	No
13. Do you accept Delivery period?	Yes	No
14. Have you enclosed the required certificates? (SI. No. IV to VIII as per clau	use 20 (a) (1 No) of T.E)
Signature of Tenderer:		
Name in Block letters :		
Capacity in which Tender is signed		
Full Address :		
·		
Inspector Genera		

Signature of the tenderer

17

Basic Training Centre, ITBP

For and on behalf of the President of India

LIST NO-1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/ ORARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.

CLEAR AND ORANGE EVACUATION	
Tender No Whether the Mule/Pony offered fully conform specified by the purchaser in the schedule to tende	n to the Technical particulars and specification, er. If not, mention here details of deviations.:
3. Breed of Mule/Pony offered:	. Place of collection
4. Name and address of, Stud farm/ Race course	: Place of collection.
5. Station of Stud farm/ Race course	: Place of collection.
6. Please confirm that you have offered Mule/Pony	as per tender enquiry requirements. If not indicate

- 7. What is your permanent Income Tax A/C No.?
- 8. Please indicate name &full address of your banker in the following format
 - a) Bank Name, Branch and Bank Account No. (Core bank account) -
 - b) IFSC Code-
 - c) Whether bank branch is NEFT/RTGS enabled or not-
 - d) TIN No. -
- 9. Business name and constitution of the firm. Is the firm registered under:-
- a) The Indian Companies Act 1956,
- b) The Indian Partnership Act 1932 (Please also give name of partners)
- c) Any Act; if not, who are the owners. (Please give full names and address.)
- 10. Whether the tendering firm is/are:-
- a. Stud farm
- h Breeders

deviations.

- c. Supplier
- 11. Do you agree to sole arbitration by an officer of Ministry of Law, appointed by the Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in clause 24 of the general conditions

of contract form DGS&D-68 (Revised). (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.)

- 12. For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further: -
- 1. Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender:
- 2. If the answer to (1) is in the negative, whether there is any general power of attorney executed by all the Partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration?

3. If the answer to either (1) or (2) is in the affirmative, furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

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- Please attach to the tender a copy of either document on which reliance is placed for authority of partners of the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.
- 2. Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm
- 13. Here state specifically:
- 1. Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for **High Altitude Ponies/Mules** (Indian breed) of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not, state the reasons thereof. If any, also indicate the margin of difference.
- 2. In respect of **High Altitude Ponies/Mules** for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof must be stated.
- 14. Are you:-
- 1. Whether you possess the requisite license for breeder of the **High Altitude Ponies/Mules** (Indian breed) and/or for the procurement of Ponies/Mules belonging to any controlled category required for the breeding of Ponies/Mules? In the absence of any reply it would be assumed that no license is required for the horse and/or that you possess the required license.
- 15. State whether business dealings with you have been banned by Mir/Deptt. of Supply/Min. of Home Affairs?
- 16. Please confirm that you have read all the instructions carefully and have complied with accordingly.

Signature of Witness _____ signature of tenderer-----
(Full Name and address of witness in Block letters)

Whether signing as Proprietor / partner / Constituted Attorney duly authorized by the company

nspector General

Basic Training Centre, ITBP

For and on behalf of the President of India

FORM-7

1. Tender No. & Date	for the supply of
2. Name and Address of the place where scienti	ific breeding being carried out.
3. I) Telephone No. Fax/Office/Stud Firm/Works	:
II) Telegraphic address:	
4. Brief description of Stud Farm.5. Details and stocks held (state whether import	ted lineage or indigenous) against each.
Production capacity: a) Normal b) Maximum	·
8. (a) Details of Technical/supervisory staff in c(b) Skilled labour employed.(c) Unskilled labour employed.(d) Maximum no. of workers (skilled and un preceding the date of application.	harge of breeding and quality control. skilled) employed on any day during the 18 months
Place	
Date	_
Signature of the tenderer	Inspector General Basic Training Centre, ITBP For and on behalf of the President of India

PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY (ON BANK LETTER HEAD WITH ADHESIVE STAMP)

To,

The Inspector General, BTC Indo-Tibetan Border Police Force MHA /Govt Of India,P.O- Bhanu Camp, Distt- Panchkula (Haryana)-134103 Fax N0- 01733-258575 Ph.- 01733-258065

Dear Sir,	
In accordance with your invitation to Tender No	ere in after called the Tenderer with the following firm.
	2
wish to participate in the said tender enquiry for	submitted by the Tenderer as condition for the lertakes during the above said period of 180 days,
conditions thereof, except with the previous 2. The Tenderer withdraws the said ter 3. The Tenderer having not withdraw deposit imposed for due performance of the conditions of the contracts. The guarantee shall be irrevocable and "We	n the tender, fails to furnish the contract security contract within the period provided in the general
Ful	Signature of the Bank Manager With office seal I name of the signatory and full address of the bank.
Date Place Witness (Banker's Common Seal)	Signature. Printed Name. (Designation) Ipapactor Separat Basic Fraining Centre, ITBP For and on behalf of the President of India
Signature of the tenderer	₹

Performance statement for last three years

1. Name of Stud Famil	•
2. Name of purchase organization	:
3. Contract Nos.	:
. 4. Description of Hi-Alti Mules/Ponies	:
5. Quantity on order	:
6. Value	:
7. Original D.P.	:
8. Qty. supplied within original D.P.	:
9. Final Ext. D.P.	
10. Last supply position	:
11. Reasons for Delay in supplies (if any)	:
	Inspector Omneral
	Basic Training Centre, ITBP
Signature of the tenderer	For and on behalf of the President of India

TECHNICAL SPECIFICATIONS/ QRs OF 112 Nos High Altitude Ponies/Mules (Indian breed)

- 1. The breed of Loading Pony should be Indian breed. Preference will be given to High Altitude Ponies/Mules(Indian Breed).
- 2. Mules/Ponies of any colours may be accepted, except piebald, skewbald & Albino. However, preference should be given to Bay, Grey, Brown, Chestnut & Black.
- 3. Height of Loading Mules/Ponies should be 45-52 Inch and above, grith of Ponies should be 48 inch and Mules 50 inch. However, preference will be given to Hi-Alti performing Mules/Ponies.
- 4. Age of the Mules/Ponies must be between 03 to 06 years.
- 5. Mules/Ponies should be veterinary sound and free from congenital as well as any other infectious disease like Equine influenza, Glanders, Strangles, C.O.P.D. etc. as per global standards.
- 6. The Mules/Ponies should be guaranteed for 45 days post-delivery. If any Mules/Ponies gets infected by any of the above mentioned disease as well as any physical disability in musculoskeletal system, olfactory organs, ocular system and vision which is related to congenital / by birth deformities, that Mules/Ponies will be replaced free of cost.
- 7. The Mules/Ponies should have sound well developed body. It should have well developed bone, proportionate body, balanced head and shoulders active and well ribbed up with nice length of rein standing on four legs.
- 8 Each Mules/Ponies should have a negative certificate of Coggin's test for EIA and CFT for Glander from recognized Govt. lab (Central Military Veterinary Lab, Meerut or National Research Centre for Equine, Hissar) as well as breed certificate.(if available)
- 9 Each Mules/Ponies should not have any conformational defect.

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DETAILS OF THE CONSIGNEE & DESTINATION FOR DELIVERY OF HIGH ALTITUDE PONIES/MULES (INDIAN BREED)

01110	CONSIGNEE & DESTINATION	QUANTITY
SI.NO.		112 NOS
01	Office of the Inspector General,	
	Basic Training Center	
	Indo-Tibetan Border Police Force	
	MHA /Govt. of India	
	P.O- Bhanu Camp, Dist Panchkula	
	(Haryana)-134103	
	Fax N0- 01733-258575, Ph 01733-258065	
	TOTAL	112 NOS
	TOTAL	112 NOS

Signature of the tenderer

Inspecto General

_Basic Training Centre, ITBP

For and on behalf of the President of India

15	Tenderers should mention that Business dealing with their firms has not been banned by any Govt./ Private agencies.	
16	Tenderers should ensure that witness has signed at appropriate places of the Tender documents and full name and address of the witness have been mentioned clearly.	
17	Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory.	
18	If the tenderer wants to mention any specific condition, it should be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such conditionmentioned in any other document shall not be given any consideration.	
19	Tenderers should mention their address for communication with Telephone and Fax Number	

Signature of the tenderer

Inspector General
Basic Training Centre, ITBP
For and on behalf of the President of India

Check list for tenderer

(Tenderers should check following requirements for compliance before submission of the tender documents)

SI.No.	Requirements to be shocked by the total	
	the tender.	Compliance (To be indicated by the tenderer with "YES" after compliance of the requirements)
1	Tenderers should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letterhead of the technical bid.	
2	Tenderers should ensure deposit of required Earnest MoneyDeposit if the tenderer is not registered with DGS&D or NSICfor the horse quoted for the governing specification as perTender Enquiry	
3	Tenderers should ensure that their registration with DGS&D and NSIC is valid if they are registered with DGS&D/NSIC and notdepositing Earnest Money. They should enclose the latestDGS&D/NSIC registration certificate.	
4	Tenderers should confirm that their High Altitude Ponies/Mules (Indian breed) conform to the governing specifications of the quoted Mules/Ponies as per Tender Enquiry.	
5	Tenderers should mention their monthly breeding / supplying capacity.	
6	Tenderers should mention in the Tender Enquiry that they accept our delivery terms i.e. they agree to supply Mules/Ponies at consignees' locations at freight, risk and cost of the tenderer.	
7	Tenderers should mention that their offer is valid up to 90 days from the date of opening of the tender.	
8	Tenderers should mention their Delivery Period clearly.	
9	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry.	
10	Tenderers should give their past performance in the specified format given in the Tender documents	
11	Tenderers should mention that they agree to the Arbitration clause of the Tender Enquiry.	·
12	Tenderers should mention whether it is a breeder of the Mules/Ponies quoted or it is the breeder's authorized agent. In case of agent, it should submit valid authority letter(s) of their Principal(s) for the Mules/Ponies they have quoted.	
13	Tenderers should mention that they agree to accept the conditions of the contract contained in DGS&D-68 (Revised) amended up to 31.12.91 and those contained in Pamphlet	
14	Tenderers should ensure that they have duly filled up Quality Control Proforma given in the Tender documents.	

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Sl.no	Poquiroment	T in	
101	Requirement	(Firm should	Indicate page number
		correctly fill	of tender document
i		following	where related
1		column)	information is shown
			available, so it can be
			verified. Columns
1	Mile all a Division of the second of the sec		should be highlighted
1	Whether Registered with NSIC		
	Monetary limit / ATO / NSIC		
	Validity of registration		
2	Whether Registered with DGS&D		
	Monetary limit/ATO		
<u> </u>	Validity of registration		-
3	Whether EMD enclosed (Required for Rs.1,50,000/-		
	should be valid up to 90 days from the date of opening	·	
	Validity of EMD expiry on		
4	Whether specification confirmed or not		
5	Quantity offered		
6			
١٥	Breeding Capacity (Certificate issued by competent		
7	authority should be attached)		
1	Whether firm agrees to accept conditions of contract as		
İ	contained in DGS&D-68 (Revised) amended up to		
	31/12/91 and those contained in Pamphlet No. DGS&D-29 read with Annexure attached (As asked in clause 12		
	of Questionnaire of TE)		
8	Terms of Delivery (Our requirement is free delivery at		
	Consignees locations)		·
9	Validity of offer (Our requirement is 90 days from the		
	date of opening)		
10	Delivery period (Our requirement is 112 Nos High		
. •	Altitude Ponies/Mules within 30 days from date of		
	issue of AT/Supply order)		
11	Tolerance Clause accepted or not		
12	Past Performance (attached or not)		
13	Arbitration Clause (agreed or not)		
14	Warranty Clause (agreed or not)		
15	Liquidated damage clause (agreed or not)		
16	Breeder or Stud farm		
17	Partnership agreement (attached or not)		
18	Name & Add of Bankers		
19	Whether business dealing banned		
20	Whether witness have signed in list No. 1 and form-68-		
	A or not		
21	Whether tender signed properly		
22	Whether any Specific condition stipulated	-	

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APPENDIX-"E

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

To,	
	,
Sub: Acceptance of Terms & Conditions of Tender.	·
Tender Reference No:	
Name of Tender / Work: -	
Dear Sir,	
I/ We have downloaded / obtained the tender document(s) for from the web site(s) namely:	r the above mentioned 'Tender/Wor
as per your advertisement, given in the above mentioned website	e(s).
2. I / We hereby certify that I / we have read the entire terms an from Page No to (including all documents which form part of the contract agreement and I / we shall abic clauses contained therein.	
3. The corrigendum(s) issued from time to time by your department taken into consideration, while submitting this acceptance is	rtment/ organizations too have also etter.
 I / We hereby unconditionally accept the tender cond document(s) / corrigendum(s) in its totality / entirety. 	itions of above mentioned tende
5. In case any provisions of this tender are found violate, then without prejudice to any other right or remedy be at liberty to forfeiture of the full said earnest money deposit absolutely.	your department/ organization shall reject this tender/bid including the
	Yours Faithfully,
Signature of Tenderer	
(Full Name and address of the persons signingin Block	(Signature of the Tenderer with Official Seal)
letters)	
Whether signing a Proprietor/Partner/Constituted Attorney/duly	
authorized by the Company	
	or General
	raining Centre, ITBP d on behalf of the President of India