

Government of India, Ministry of Home Affairs
43 BN, Border Security Force
Roshanbagh, Murshidabad (West Bengal)

(Tele/Fax No.03482-271177, E-mail – Comdt043@bsf.nic.in)

No. 375/Vol-II/Prov//43 Bn BSF/ EFCB-Tender/19 /6605-26

Dated, 04th April'2019

LIMITED TENDER NOTICE

1. On behalf of the President of India, **Commandant 43 Bn BSF** invites, on line open tender in two bid system for procurement of **Hiring of 11 Nos of EFCB Boats with boatmen with POL for the year 2019-20.**
2. Bids shall be submitted offline to this unit. Tenderers are advised to follow the instructions provided in the clause no. 38. Tenderers are also advised to follow the instruction for offline bid submission.

CRITICAL DATE SHEET

Published date	04 th April 2019
Bid document download/sale start date	05 th April 2019
Clarification start date	05 th April 2019
Clarification end date	09 th April 2019 (1600 Hrs)
Pre bid meeting	09 th April 2019
Bid submission start date	05 th April 2019
Bid submission end date	11 th April 2019 (1100 Hrs)
Bid opening date	11 th April 2019 (1200 Hrs)

3. This tender enquiry has following schedules and appendices:-

(i) **SCHEDULES**

- (i) Schedule-I = Condition of tender
- (ii) Schedule-II = Special instructions
- (iii) Schedule-III = Technical Specification/QRs.

(ii) **APPENDICES (to be filled & submitted by tenderer)**

- | | | | |
|--------|------------------|---|--|
| (i) | Appendix-1 | = | Offer of stores. |
| (ii) | Appendix-2 | = | Details of manufacturer / Auth dealer. |
| (iii) | Appendix-3 | = | Questionnaire about manufacturer/Tenderer. |
| (iv) | Appendix-4 | = | Performance statement for last two years. |
| (v) | Appendix-5 | = | Manufacturer will provide list of machinery installed in their factory for manufacturing this item |
| (vi) | Appendix-6 (A&B) | = | Bank guarantee proforma for EMD/PS. |
| (vii) | Appendix-7 | = | Guarantee / Warranty clause. |
| (viii) | Appendix-8 | = | Proforma for price bid. |
| (ix) | Appendix-9 | = | Check list of Tenderers. |
| (x) | Appendix-10 | = | Undertaking |

Encls:- Aforesaid schedules & enclosures

Yours faithfully

Sd/-xxxx
(RATIKANT THAKUR),
COMMANDANT
43 BN BSF

Distribution :-

- | | | | |
|-----|---|---|--|
| 1. | The District Magistrate Berhampore, Murshidabad (W.B) and Nadia | : | Request for displaying in the notice board for wide publicity. |
| 2. | FTR HQ SB (IT) | : | Along with CD for publication of tender notice in BSF Web Site & FTR HQ BSF SB site. |
| 3. | Ftr HQ SB (Prov Branch/Water Wing) | : | For info please. (Through IPP) |
| 4. | SHQ BSF BHP | : | For info please. (Through IPP) |
| 5. | The Comdt, 39/117/84/35 Bn BSF | : | With request for wide publicity at BOP level please.(Through IPP) |
| 6. | All Coys, 43 Bn BSF | : | To inform all boatmen/sailors (Majhi) in your AOR. |
| 7. | SDM Domkal | : | For info and n/a pse |
| 8. | BDO Jalangi | : | -do- |
| 9. | BDO Murshidabad/BDO Karimpur | : | -do- |
| 10. | BDO Sikarpur | : | -do- |
| 11. | Jila Parisad Nadia | : | -do- |
| 12. | Jila Parisad Murshidabad | : | -do- |
| 13. | File | : | |

CONDITIONS OF TENDER

1. All the Schedules and Appendices attached to this TE should be duly filled in and are sacrosanct for considering any offer as complete.
2. **CONDITIONS GOVERNING THE CONTRACT:-**
 - 2.1 Apart from any special conditions contained in / attached to this invitation to tender, the condition contained in the below mentioned Pamphlets and Forms will form part of any contract made.
 - 2.1.1 Pamphlet No. DGS&D-39 titled “Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India” as amended up to date.
 - 2.1.2 Pamphlet No.DGS&D-229.
 - 2.1.3 DGS&D Form No.68 (Revised).
 - 2.1.4 DGS&D Manual.**
 - 2.2 Amendments: The following amendments may be carried out in the Pamphlet entitled “Conditions of Contract Governing the contracts placed by Central Purchase Organization of Government of India” 1991 edition bearing Symbol DGS&D-39 form No.DGS&D-68 (Revised).
 - 2.2.1 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.
 - 2.2.2 The definition of Secretary Clause 1 (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 the administrative charge of the subject matter of contract and included Additional Secretary. Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General, DIG(Prov) of this HQ. and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.
 - 2.2.3 Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word “Director General of Supplies & Disposals or heads of his concerned regional offices” may be replaced by Director General Border Security Force, Ministry of Home Affairs. Similarly the reference to DGS&D wherever appearing may be suitably modified.
 - 2.2.4 Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenders.

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 Deputy Inspector General (Prov), BSF HQrs, Ministry of Home Affairs.
 - 2.2.5 Clause 24 i.e. Arbitration: - In the existing entries/ clause 24 of DGS&D - 68 (Revised) substitute DG, BSF for DG, DGS&D.
 - 2.3 The above Pamphlet and the lists of corrections thereto can be obtained from the DGS&D website.
3. If you are in a position to quote for supply of the entire quantity in accordance with the requirements stated in the attached Schedules to the Tender, all documents attached herewith should be duly filled in, signed , **stamped** and submitted to this office in time.

4. **PURCHASER'S DISCRETION :- Commandant , 43 Bn BSF** reserves the right to:-
- 4.1 Cancel/reject any **part of** or all the tenders without assigning any reason.
 - 4.2 Increase or decrease the quantity at any stage without assigning any reason.
 - 4.3 Change the consignee and allocation quantity **of item/ size** at any stage without assigning any reason.
5. **PURCHASE PRICE PREFERENCE :-**
- 5.1 Purchase /price preference will be given to Public Sector Units and SSI units as per notified guidelines.
6. **QUALIFYING / ELIGIBILITY CRITERIA**
(FOR SSI RESERVED ITEMS ONLY)
- 6.1 The producer must be registered as micro and small enterprises as per the section 11 of the Micro Small & Medium Enterprises Development (MSMED) Act 2006 issued vide SO 581(E) dated 23 March 2012 for the items listed in the GOI Min of MSME, order No. 21(1)/2007-MA dated 1st June 2010. **(Status of firms whose registration will be under renewal?) and its amendment issued time to time**
- OR
- (FOR ITEMS TO BE PROCURED ON COMPOSITE MILLS BASIS ONLY)**
- 6.1 Firms should be registered as Composite Mill for the specific item as per Textile Commissioner letter dated 14.08.2007 i.e. Composite Mill legal entity will be holding one PAN No. and also one registration (SIA Acknowledgement) with the Ministry of Industry, Deptt. of Industrial Policy & Promotion, Secretariat for Industrial Assistance/ State directorate of Industry as the case may be. Composite mills having spinning, weaving & processing facilities under one legal entity are only entitled to participate in the Tender. The Tenderer shall furnish complete address of their weaving, processing and spinning units.
 - 6.1.3 OEM (Indigenous manufacturer) can either bid themselves or their authorized dealer/ distributor/ agent can bid on their behalf.
 - 6.1.4 One OEM cannot authorize two dealers/ agent to quote on its behalf in the **same** tender.
 - 6.1.5 Authorized distributor / dealers/ agent should attach a certificate from the principals assuring their association for at least next 04 years **(or period of Guarantee/ warrantee as per T&C whichever is more)** from the date of tender opening.
 - 6.1.6 In case of agent/ distributor/ dealer bidding on behalf foreign
 - 6.2 Bidders should have satisfactory past performance and to submit the performance for last two years. The details be furnished as per proforma at Appendix- 4.
7. **EARNEST MONEY (EM)**
- 7.1 Firms not registered with NSIC for the subject stores for which the offers are being invited, are required to deposit **EARNEST MONEY** (EM) 2 to 5% of the amount as mentioned in the tender schedule.
 - 7.2 Firms registered for any other stores and not for the stores indicated in the Tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money. Tenders received from such unregistered firms and/or not accompanied by requisite EMD are liable to be summarily rejected.
 - 7.3 Registration with any other authority will not exempt the firm from depositing Earnest Money.

- 7.4 **Firms who are registered for the subject stores with NSIC but with a less monetary limit shall be required to deposit earnest money (EMD) in excess to the 5% of the firms monetary limit as per formula indicated below:-**
EMD required to be deposited by the Firm = EMD indicated in the Tender – 5% of the Firm’s own monetary limit
- 7.4.1 In case, any such firm fails to deposit deficient earnest money, its offer for the tender is liable to be rejected.
- 7.5 Public sector undertaking or any central/state owned companies are not exempted from payment of Earnest Money unless registered with NSIC for the subject stores.
- 7.6 Bidders have to submit Earnest Money physically in any one of the following forms, before opening of tender otherwise bids will be liable for rejection.
- 7.6.1 An irrevocable Bank Guarantee (BG) in the name of **DDO 43 Bn BSF** of any Nationalized/ Scheduled bank as per the format given at Appendix-6(A). If EMD is furnished in the form of BG, then it should be valid **minimum** for six months.
- 7.6.2 A FDR drawn in favour of **DDO, 43 Bn BSF**. The FDR should be payable in favour of **Govt. fund A/C 43 BN BSF payable at SBI- Chunakhali (Code No. 15956)**. and should be valid upto validity period of the offer.
- 7.7 The Earnest money shall be valid and remain deposited with the purchaser for the prescribed period in schedule-II. If the validity of the tender is extended, the validity of EM document submitted by the Tenderer shall also be suitably extended by the Tenderer, failing which his tender, after the expiry of the aforesaid period shall not be considered by the purchaser.
- 7.8 No interest shall be payable by the purchaser on the EM deposited by Tenderer.
- 7.9 The EM deposited is liable to be forfeited if the Tenderer withdraws / amends/ impairs/ derogates from the tender in any respect within the period of validity of his tender.
- 7.10 The EM of the successful Tenderer shall be returned after the Performance Security Deposit as required in terms of the resulting contract is furnished by the Firm.
- 7.11 If the successful Tenderer fails to furnish the Performance Security Deposit as required in the contract within the stipulated period, the Earnest Money (EM) shall be liable to be forfeited by the purchaser. **The firm who are registered with NSIC / exempted from EMD shall be liable to be banned/ blacklisted for the period decided by the DG BSF.**
- 7.12 EM of the unsuccessful Tenderers shall be returned within 15 days of finalization of tender i.e. placing of supply order. Tenderers are advised to send a pre-deposited challan along with their bids to facilitate refund of Earnest Money in time.
8. **CAPACITY VERIFICATION:-** Tenderers must submit the details of their plant and machinery on standard proforma (Appendix - 5) enclosed with this TE irrespective of their registration status. Purchaser reserves the right to get the manufacturing capacity of any Tenderer re-verified through its representative or any inspecting agencies, irrespective of their registration status **without any prior notice**.
- 9 **PERFORMANCE STATEMENT**
- 9.1 Tenderers should submit their performance statement in the enclosed proforma attached at Appendix-4 of Tender Enquiry.
- 9.2 The decision on the assessment of the past performance of the bidder by the purchaser will be final **IG, BSF FTR HQ BSF SB**.

- 10 **TWO BID SYSTEM:** Tenderers are required to submit their offers in two bid system online as under :-
- 10.1 **FIRST COVER SHOULD CONTAIN THE SCANNED COPIES OF FOLLOWING ELIGIBILITY INFORMATION (IN .PDF FILES):-**
- 10.1.1 Scanned copy of Technical bid alongwith its specification leaflets, brochure, if any. Composition of technical bid like:-
- (a) Scanned copy of all the schedules duly signed **and stamped** on each page by the tenderer.
 - (b) Scanned copy of any other relevant document which the firm wishes to submit.
 - (c) Scanned copy of Technical details/leaflets/brochure of subject stores as per specifications.
 - (d) Scanned copy of ECS Mandate Format
- 10.1.2 Scanned copy of Earnest money if applicable
OR
Scanned copy of NSIC registration certificate.
- 10.1.3 Scanned copy of PAN Card of the firm.
- 10.2 **SECOND COVER SHOULD CONTAIN THE FOLLOWING :-**
- 10.2.1 Price bid / Financial Bid to be submitted as per financial Bid **Appendix-8.**
- 10.2.2 Tenderer will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer (in PDF format).
- 10.3 Only the Technical Bid will be opened on the date indicated for Tender opening. Price bids of only those firms will be considered for opening whose offers are complete in all respect and fulfil the requirements as per specification **and passes through Technical requirements & Terms & Conditions as per TE.** However, purchaser reserves the right to cancel/ reject the tender without assigning any reminder.
- 12 . **PRICE**
- 12.1 The tenderers are required to quote prices on FOR Destination basis (Free delivery to consignee basis). Price will be quoted in INR (Indian Rupee) only in figures as well as in words. L-1 for the store item will be decided inclusive of all Taxes/Duties and all other levable charges. Format for submission of Price Bid is attached with Tender Enquiry at Appendix-8.
- 12.2 Firms should quote for the entire quantity/package, however, price break up wherever asked in the price bid is required to be given. Offers without the price break up are liable to be rejected.
- 12.3 Uniform price will be quoted for all stores irrespective of consignee.
- 12.4 Price quoted should be firm and final and no increase will be allowed.
- 12.5 Benefit of decrease in levies will be passed on to the purchaser.
- 12.6 Tenderers are required to indicate Basic Prices, Excise Duty, Sales Tax/VAT and any other liveable taxes/ charges separately within the Performa for Price Bid given at Annexure-8. Taxes/ duties/ charges reflected outside the Performa will not be accepted. Tenderer must attach copies of Govt. Notification in support of all applicable Taxes/ duties/charges quoted in the offer.
- 13 Purchaser reserve the right to load part quantity on L – 2 firm, if it is established that L – 1 firm does not have full capacity to supply the entire tender quantity subject to L – 2 firm matching L – 1 rate on counter offer. If L – 2 firm fails to match counter offer, the same may be made to L - 3 and so on.

14. **PERFORMANCE SECURITY**

14.1 The Performance Security would be required within 15 days from the date of issue of AT / confirmed supply order and would be released after the obligations of the firm are successfully met.

14.2 In terms of Clause-7 of condition of contract DGS&D-68 (revised) all the successful Tenderers irrespective of their registration status with NSIC shall be required to furnish an amount equal to 10% of the contract value as security deposit as guarantee against its own performance under the contract within 15 days of issue of contract. **It must be valid up to 60 days beyond the expiry of Warrantee / Guarantee period.** Bank Guarantee proforma is attached at Appendix – 6(B).

14.3 In case Performance Security is not deposited by the successful bidder within the stipulated time from the placing of Supply order/ AT, irrespective of any reason, EMD could be permanently forfeited and Supply order/ AT would become liable for cancellation at the risk. **In case of the firm who are exempted from EMD, they would be liable to legal course of action as per breach of contract rules and may/ would be banned/ black listed for the period decided by the DG BSF.**

15. **DISPATCH INSTRUCTIONS AND DOCUMENTATION:** The Tenderer shall intimate the purchaser, by tele or fax and speed post Seven (07) working days in advance, the mode of transport and probable date of delivery of consignment.

16. **PACKING & MARKING:** As per clause 12 of the general condition of contract DGS&D-68 (revised).

18. **DELIVERY OF STORES**

18.1 Free delivery to mentioned consignee.

18.2 Delivery period will include the inspection by specified inspecting agency/ lab and replacement of rejected lot **and clearance in re-test.**

18.3 Firm should **Not deliver** the stores to consignee(s) beyond scheduled delivery period without obtaining prior sanction of purchaser.

18.4 In the event **if firm delivers the** stores after delivery period, even if the stores have been accepted by the consignee, it would be at the risk and the cost of the **supplier firm** as the supply may not be taken as contractually accepted.

18.5 Stores should be delivered in not more than 04 lots and minimum quantity of each lot **will not be less** than 25% of the total ordered quantity except in the cases where the allocation to any particular consignee is less than 25% of the total order.

18.6 No grace period will be provided after the stipulated delivery period **except Force Majeure clause** (subject to fulfilling the conditions given at Para 30 of TE).

19. **PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES (LD)**

19.1 Penalty @ 0.5% per week or part thereof of the contract value of **unsupplied quantity of acceptable quantity of** store shall be levied for delay in supply subject to a maximum of 10 % in the form of LD **(Except conditions of Force Majeure Clause as per Para 30 of TE).**

19.2 In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 15.7 of DGS&D Manual and Para 14.7 (i) of DGS&D (Revised). It could be in addition to the penalty for delay in supply.

20. **PAYMENT TERMS**

20.1 90% payment of value of stores delivered in each lot will be released on acceptance by the consignee/purchaser concerned

20.2 The balance 10% payment will be released on completion of successful supply of entire ordered quantity of stores **to all consignee(s).**

21 **GUARANTEE/WARRANTY**

01 year Guarantee / warranty period at site will start from the date of acceptance of stores in full and final quantity in satisfactory condition, after due inspection and/ or successful installation and commissioning as applicable. Details of terms and conditions is mentioned at Appendix – 7.

22 **OPTION CLAUSE:**

The purchaser reserves the right to place order on the successful Tender for additional quantity up to 25% of the quantity offered by them at the time of placement of order or during the currency of the contract as per Form No. 70 DGS&D (Revised 68) (Special conditions) Clause-3 of Ministry of Commerce & Industry, Department of Commerce (Supply Division) (Now under Department of Commerce) **on the same T&C of TE/AT.**

23. **FALL CLAUSE:** Fall clause will be applicable as under:-

23.1 The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the subject store or offer to sell store of identical description to any persons/ organization during the currency of this contract.

23.2 If the contractor, at any time, during the currency of the contract reduces the sale price, sells or offers to sell such store to any person / organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction/ sale/ offer of sale to intender , BSF and the price under the contract would be reduced accordingly.

24. **RIGHT TO REJECTION:**

24.1 Store will be accepted after inspection and only if they are found up to the standard specifications. **Delay and damages caused due to such rejection will be borne by the firm/ Tenderer.**

24.2 The decision of the **Commandant, 43 Bn BSF** (purchaser) shall be final as to the quality of the stores and shall be binding upon the Tenderers. In case, any of the stores supplied does not conform to the specifications, the same shall be rejected at the risk and cost of the firm and any **delay or** losses occurring to the purchaser thereto would be borne by the supplier.

24.3 The rejected stores must be removed by the Tenderers from the consignees' premises within **15 days** from the date of the intimation about rejection beyond which the purchaser would be free to dispose off the rejected stores at the risk and cost of the firm.

24.4 The incharge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

25. **RISK PURCHASE CLAUSE:**

25.1 In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated date/ period of the supply order/ AT, or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of the defaulting supplier after giving a notice to the defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Government Department/Ministry.

25.2 In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the subject store 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.

26. **PENALTY FOR USE OF UNDUE INFLUENCE**

- 26.1 The Seller will undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the Contracts or Forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 26.2 Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.
- 26.3 A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.
- 26.4 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller liable for penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

27. **ACCESS TO THE BOOKS OF ACCOUNT**

In case it is found to the satisfaction of the Purchaser that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Purchaser shall provide necessary information/inspection of the relevant financial documents/information.

28. **PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT**

- 28.1 The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights.
- 28.2 The Tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

29. **TRANSFER AND SUB-LETTING**

The Tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

30. **FORCE MAJEURE CLAUSE :-**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed *or becomes impossible or unlawful* by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is

given by either party to the other **within 21 days** from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. **The “Events” as such must be declared/ certified by administrative authorities/ Govt. bodies of relevant departments of GOI.**

31 **TERMINATION OF CONTRACT**

Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-

- 31.1 The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- 31.2 The Seller is declared bankrupt or becomes insolvent.
- 31.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.
- 31.4 In case Performance Security is not furnished within 15 days from the date of issuing of AT.
- 31.5 If the inspection of lot of the bulk supply of store is failed.

32 **CORRESPONDENCE PROCEDURE**

32.1 Any query / Clarification / Representation related to this Tender must be strictly be addressed to Commandant, 43 Bn BSF Tele & Fax No. 03482-271177 only, till the issuance of AT.

(To be modified/amended on case-to-case basis as per requirement)

- 32.2 Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.
- 32.3 Firm should intimate any change in their Address/Telephone/ Fax/e-mail immediately. The state of non- communication with firm at any stage will make the offer/ contract liable for rejection and cancellation respectively.

33 **STAGES AND SEQUENCE OF EVALUATION AND FINALIZATION**

33.1 TECHNICAL

- 33.1.1 Evaluation of Tender papers as per QRs/TDs.
- 33.1.2 Checking of fulfilment of Term & Condition as per the TE & schedule.
- 33.1.3 Evaluation of documents & eligibility.
- 33.1.4 Physical evaluation of samples by TEC as per specification.
- 33.1.5 Technical evaluation of samples as per QRs (subject to clearance in physical evaluation).
- 33.1.6 Confirmatory Lab tests of samples as per TDs/QRs.
- 33.1.7 **TPC meeting Stage – I.**
- 33.1.8 Decision for opening financial bid.

33.2 FINANCIAL

- 33.2.1 Opening of Financial Bid by BOO.
- 33.2.2 Recommendation for L-1.
- 33.2.3 **TPC meeting stage – II.**
- 33.2.4 Decision for awarding contract to successful bidders be taken by TPC.

34 QUERY AND CLARIFICATION

- 34.1 In case of any contradiction noticed in this Tender Enquiry same will be clarified **within 07 days** from the date of publication of Tender on the website else decision/ interpretation of BSF in this regard would be final in all respect.
- 34.2 Queries/ representations on Tender Enquiry received within 7 days would only be entertained and considered.
- 34.3 For any change in terms and condition of tender / Tender specification, the Tenderers are requested to visit our websites www.bsf.nic.in and <http://eprocure.gov.in/eprocure/appregularly>. Any changes/ Modifications in tender enquiry will be intimated through these websites only
- 34.4 Tenderers are advised to visit above websites regularly to obtain updated information.

35 LAW GOVERNING THE CONTRACT

- 35.1 The contract shall be governed by the laws in force as of date in India and interpretation would be done accordingly.
- 35.2 Jurisdiction of Court: The courts of the **Murshidabad**, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

36 ARBITRATION

- 36.1 Arbitration proceedings shall be held at _____ (*To be modified/ amended on case-to-case basis as per requirement*), India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 36.2 In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act,1996.
- 36.3 Sole arbitration will be by Secretary, Ministry of Home Affairs, and Govt. of India or by some other person appointed by him. **As provided in clause 24 of General Condition of Contract Form DGS&D -68 Ministry of Commerce Department of supply.**

ARBITRATION

- 37 **In the event of any question, dispute or difference arising under these conditions or any special condition 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 condition), the same shall be referred to the sole arbitration of an officer in the Min. of Law and Ministry of Law and Justice will nominate a sole Arbitrator which will be further appointed to be arbitrator by Director General BSF. 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 DG BSF:-
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, Ministry of Home Affairs either to proceed with the**

reference himself or to appoint another person as Arbitrator in place of the outgoing 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 DG BSF in place of the outgoing Arbitrator, as the case may be to act on record of the proceedings as then taken in arbitration, or to commence the proceedings denovo 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.
- 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 DG BSF at his discretion may determine.
- g) In this clause the expression the DG BSF means the DG BSF 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 BSF, whether in addition to other functions or otherwise.
- h) In case tenderers do not agree to Arbitration clause as mentioned in the tender enquiry, they may opt for settlement through court in New Delhi, India only. Jurisdiction of the court as a result of this tender invitation will be the place from which the contract is issued i.e. New Delhi. All disputes arising out of the contract shall be settled in the jurisdiction of Territory of Delhi under provisions of Indian Court of Law.

38. **EFFECTIVE DATE OF CONTRACT:** The time allowed for carrying out the supply will start from the day of issue of written supply orders (Acceptance of Tender) for supply of store in accordance with the schedule indicated in the tender documents.

39. **SUBMISSION OF TENDER**

39.1 Online bidding through CPPP e-procurement system. The tender document is available at CPPP e-procurement site i.e., **Error! Hyperlink reference not valid.** Prospective bidder desirous of participating in this tender may view and download tender document from the above mentioned website.

39.2 All documents should be submitted electronically in PDF format.

40. **INSTRUCTION FOR ONLINE BID SUBMISSION:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal at <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates.

for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

For and on behalf of the President of India

sd/-xxxx
(RATIKANT THAKUR)
COMMANDANT
43 BN BSF

(To be modified/amended on case- to case basis as per requirement)**SPECIAL INSTRUCTION**

(If any instruction contained in this tender is contrary to instruction mentioned in special instruction the special instruction will prevail)

1. Date and Time of Receipt of Tender : See Page No. 1
2. Date and Time of Opening of Tender
3. Tender Cost : 500/-
4. Stores(Description With units)

DESCRIPTION OF BOAT TO BE HIRED FOR THE YEAR 2019-20

S/No	Name of unit	Name of BOP where boat to be Deployed	EFC boats with boatman per boat and with Accessories	Remarks
1.	43 Bn BSF	Charbhadra FWD	01 for 12 months	
		Charbhadra Base	01 for 12 months	
		Farzipara	01 for 12 months	
		Sagarpara	01 for 12 months	
		Sagarpara	01 for 12 months	
		Dayarampur	01 for 12 months	
		Madhubana	01 for 12 months	
		Bousmari	01 for 12 months	
		Kacharipara	01 for 12 months	
		Khasmahal	02 for June to Sept (04 months)	
	Total		11 Nos EFCBs (09 For 12 Month and 02 for 04 Months)	

5. Quantity : 11 Nos EFCBs with one boatmen per boat.
6. Validity of offer : 09 Nos for One year and 02 for 04 Months.
7. EMD : Each tender must be accompanied by an earnest money of Rs. 25,300/- for 11 EFCBs OR Rs.2300/- for each EFCB only (Approx 2% of the estimated cost) in the shape of Bankers Draft/ Bankers cheque prepared in favor of **Govt. Fund Account 43 BN BSF payable at SBI- Chunakhali (Code No. 15956).**

8. Delivery period : 09 EFCBS for 12 months from the date of AT and 02 Nos for 04 Month i.e. June to September
9. Minimum Quantity
To be offered : 01 EFCB with one boatman for each BOP
(Total 11 Nos 09 for 12 months and 02 for 04 months)
10. List of Consignee :

S. N	Details of Consignee	Area	EFC Boats
1.	Commandant 43 BN BSF Post –Roshanbagh District Murshidabad (WB)	Riverine area Padma Mathabanga River in AOR of 43 Bn BSF	11
		TOTAL	11

Sd/-xxxx
(RATIKANT THAKUR)
COMMANDANT
43 BN BSF

(To be modified/amended on case-to-case basis as per requirement)

SCHEDULE-III

Technical Specification (QRs) of item

NOMENCLATURE	SPECIFICATION/SIZE OF EFC BOATS	REMARKS
Minimum length	45 to 50 Feet Minimum	
Minimum width/breadth	8 Feet Appx	
Thickness of Wood	1 Inch	
Capacity	20 to 25 Personnel	
Horse power of engine	10 HP	
Depth	-	

Sd/-xxxxx

(RATIKANT THAKUR)
COMMANDANT
43 BN BSF

Technical Specification (QRs) of item _____

FORM – 68-A

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

Contractor's Telegraphic Address / Telephone No. / FAX No. & E-mail Address.

From :-

TENDER No.

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule hereto 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 all the instructions to Tenderers in the Tender Enquiry 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 stores required and my/our offer is to supply stores strictly in accordance with the requirements.
3. I/We have understood all the tender conditions in the tender enquiry and will comply with them.
4. All the **Appendices from 1 to 7 and 9 & 10 in Technical bid envelope & Appendix No. 8 in Price bid envelope** have been submitted duly filled in & signed.
5. The following pages from page No.1 to Page No. _____ have been added to and will form the part of this tender.
6. I..... hereby undertake to convey acceptance of AT in the event of the same being issued to me with in two working days to the purchaser and acknowledge acceptance of terms and condition of the AT.

Yours faithfully

Signature of Tenderer

SIGNATURE OF WITNESS

Address :- _____
Dated :- _____

Name _____
Address _____
Dated _____

DETAILS OF MANUFACTURER/AUTHORIZED DEALER

Details of manufacturer.

a) Name :

b) Office Address:-

Land Mark / Street:

City PIN:

State

Tel No.: Fax

Mobile No.

e-mail.

c) Address of Work Place/ Manufacturing place:-

Land Mark / Street:

City PIN:

State

Tel No.: Fax

d) Name of person to be contacted

Designation:

Tel No.: Fax

Mobile No.

e-mail.

In case of foreign firm, contact person in Delhi/ India.

Name :

Name of company:-

Address:-

Land Mark / Street:

City PIN:

State

Tel No.: Fax

Mobile No.

e-mail.

Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations.

Yes / No

Details of Turnover and tax deposited for last three financial year

Financial year	Total turnover	Total profit	Total VAT deposited	Total excise duty deposited
2011 – 12				
2012 – 13				
2013 – 14				

Name of authorised signatory and documents is supported to be attached

Name :

- 9.1 Details of Technical / Supervisory Staff in-charge of production & Quality control. _____
- 9.2 Skilled labour employed _____
- 9.3 Unskilled labour Employed _____
- 9.4 Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application. _____

UNDERTAKING

I do hereby declare that all statements made mentioned above are turn, complete and correct to the best of my knowledge and belief. In the event of any information being found false or incorrect or ineligible being detected before or after the opening of tender or any stage of the procurement, my candidature will stand cancelled and all my claims for the purpose forfeited.

 Signature of Witness:
 Full name (Block letters)

 Signature of Tenderer
 (1) Full name -----
 (Block letters).
 (2) Address :- -----
 (2) Whether signing as Proprietor / Partner
 / Constituted Attorney / duly authorized by
 the Company.

N.B: Tenderers/Bidders should furnish specific answers to all the questions. Tenderers may please note that if the answers so furnished are not clear and/or are evasive, the tender will be liable to be ignored.

QUESTIONNAIRES ABOUT MANUFACTURER/AUTHORIZED DEALER

Note : *Please write 'Yes' or 'No' as applicable. Tick Mark/ X mark not allowed.

1. Name & Address of Tenderer/ Bidder
Name :
Name of company:-

Address:-

Land Mark / Street:
City PIN:
State
Tel No.: Fax
Mobile No.
e-mail.

2. 2.1 Whether registered with any Govt. (Central / State / District) agency for subject stores*
2.2 If yes, name and address of the Authority

Name of company:-

Address:-

Land Mark / Street:
City PIN:
State
Tel No.: Fax
Mobile No.
e-mail.

2.3 Registration No. with the authority
2.4 Validity Date

3. 3.1 Whether registered with NSIC for subject store*
3.2 If yes, monetary limit (Enclose attested photocopy of Regn. Certificate)
(Lakh)

4. Whether you agree to submit additional samples ,if called upon to do so within specified period.*

5. 5.1 Monthly rate of supply*

- 6. Acceptance to conditions of contract as Contained in DGS&D-68 (Revised) **and Manual** amended up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached.*
- 7. Is your firm eligible to receive Govt. Contract for the tendered stores under the provision of law of the land*
- 8. Have your firm ever failed to complete ordered supply and tender short closed*. If yes, then provide relevant documents
- 9. Whether your firm is compliant on environmental safeguards*
- 10. 10.1 Has ever been any FIR/ complaint lodged against your firm with Police*. If 'Yes', furnish details along relevant documents.
- 10.2 Has ever any charge sheet been filed against your Firm by Police*. If 'Yes', furnish details along with relevant documents.
- 10.3 As ever been your firm debarred /banned /blacklisted*. If 'yes', furnish details along with relevant documents
- 11. Kindly give details if any. -----

Signature of Tenderer -----
 Name in Block letters -----
 Capacity in which Tender is signed -----
 Full Address -----

(To be modified/amended on case-to-case basis as per requirement)

APPENDIX-4

PERFORMANCE STATEMENT FOR LAST TWO YEARS

S /No	Name of Firm	Contract No.	Description of Stores	Quantity on order	Value	Original D.P.	Qty. supplied within original D.P.	Final/ Ext. D.P.	Last supply position	Reasons for Delay in supplies (If any)

- N.B:**
- i) The decision on assessment of past performance of _____
(To be modified/amended on case-to-case basis as per requirement) will be final.
 - ii) **Copy of last three supply orders will be attached.**

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas..... (hereinafter called the “tenderer”)has submitted their offer dated.....for the supply of..... (hereinafter called the “tender”)against the purchaser’s tender enquiry No.....know all the men by these presents that WE..... of.....having our registered office at.....are bound unto.....(hereinafter called the “Purchaser)in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of.....year.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/ execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

When communication is received from or on behalf of _____ BSF to invoke this Bank Guarantee, the amount will be remitted to Code No. _____, SBI _____ Account No. _____ under intimation to: -

(To be modified/amended on case-to-case basis as per requirement)

The _____,
Border Security Force,

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(Ref. Para 7.4 of Chapter 7)

(BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To

Whereas

(Name and Address of the supplier) (hereinafter called “ the supplier”) has undertaken, in pursuance of contract No..... dated to supply (description of goods and services) (herein after called “ the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of

..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name & designation of the officer

.....

Seal, name and address of the bank and address of the Branch With Telephone.

(To be modified/amended on case-to-case basis as per requirement)

APPENDIX-7

GUARANTEE/WARRANTY

- i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract.
- ii) The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of _____year, from the date of delivery of the said goods/stores/articles to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of _____year, the said stores/goods/articles be discovered not to conform to the description and quite aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify / replace the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/ stores/ articles rectified from the date of rectification thereof. In case failure of the contractor to rectify or replace the goods etc. within specified Time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.
- iii) The firm will Guarantee that they will supply any related accessory/spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.
- iv) Warranty period of _____year will commence from the date of commissioning of Project/supply of stores.
- v) In case, Manufacture's Standard Guarantee/ Warranty is for more than _____ year, than it will be applicable to purchaser also.

(Signature of the Owner/
Auth rep of the firm)
Date :

No. _____

Dated, the _____

APPENDIX-8**PROFORMA FOR PRICE BID****(TO BE FILLED BY THE BIDDERS & SEALED SEPARATELY)**

Tender Inviting Authority : _____

Name of Work : _____

Contract No. _____

Bidder Name :-

S/ N	Item Description	Qty in _____ (Qty)	Basic Price Per Unit (BP) in Rs.	Excise Duty (ED) on BP in Rs.	Custom Duties (CD) on BP in Rs.	Sales Tax/VAT (ST/VAT) on BP in Rs.	Any other Leviable Taxes/ Charges/Sub charges on BP in Rs.	Total amount without Taxes in Rs. (BP*QT)	Net Price Per Unit (NP) including all taxes in Rs (BP+ED+CD+ ST+ OT)	Total Amount in Rs. With taxes (NP*Qty)
			Rate Per day with POL & with boatman							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
1	EFCB with one boatmen and with accessories	11 EFCB (as per schedule – II)								
Total in Figures										
Total in words		Rupees								
Note	(a)	Tenderers are requested to read the instructions given below the Price Bid Proforma carefully before filing the same.								
	(b)	The complete commercial quote should be in one currency only i.e INR only.								
	(c)	Tenderers are required to indicate Basic Rate, Custom duty, Excise duty, Sales Tax/ VAT and any other liveable taxes / Charges separately in the relevant columns of the proforma. Any taxes/duties/charges reflected outside the Proforma will not be accepted.								
	(d)	Entry tax/Octroi/Toll tax and other Statutory Taxes will be applicable at actual, if admissible.								
	(e)	Tenderer will attach justification of price quoted. This also includes the recently executed contracts of the store in question with Govt/ Semi Govt. organization etc. All the documents should be provided in Pdf file format.								
	(f)	L-1 will be decided on the final value (total amount in RS with taxes) i.e the item would cost to BSF . Rates will be compared by taking account inclusive of all Taxes & Duties to decide L-1.								
	(g)	No column should be left blank. Wherever amount is not quoted, the column be filled with Basic rate i.e., 00.00								

CHECK LIST FOR TENDERERS

Before submission of Tender documents in .Pdf files, Tenderers should check they have complied with the following requirements:-

- 1 Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this enclosed.
- 2 If registered with NSIC, copy of valid registration certificate enclosed.
- 3 If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed.
- 4 Monthly manufacturing & supplying capacity has been mentioned in the tender documents
- 5 Complete tender documents have been enclosed, after signature & stamping on all pages
- 6 Signatures of witness with full name and address have been added wherever required on tender documents
- 7 Proposal has been submitted in two bid system- Technical Bid & separate Price Bid as per tender enquiry
- 8 Offer validity as required in tender has been accepted & clearly mentioned in Tender documents
- 9 Delivery Terms & Period as per Tender have been accepted and mentioned in Tender
- 10 Payment Terms as per Tender have been accepted and mentioned in Tender
- 11 Compliance statement as per the format required in tender has been enclosed along with supporting technical documents/proof for each point/parameter clearly showing wherever it is being complied with or not.
- 12 Performance statement for last 3 years as required in Tender, in the laid down format, has been enclosed. If not, reasons are specifically given in writing.
- 13 Warranty terms as per Tender accepted
- 14 Status of Tender has been clearly written in Tender- manufacturer or manufacturers authorized dealers. If authorized dealers, valid authority letter for the stores quoted from the manufacture has been enclosed.
If agent of foreign principal, copy of valid DGS&D registration certificate as Indian Agent of Foreign Principal enclosed. If not, reason in writing be given
- 15 The following Proforma enclosed with tender have been properly & completely filled in, signed & stamped
 - i) Form 68(A)- Offer of stores
 - ii) Questionnaire
 - iv) Details of manufacturer
- 16 The Tenderer has clearly mentioned in writing that business dealings with the Firms have not been banned by any Govt/Private agency.
- 17 If the Tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.
- 18 Tenderer will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer.
*Copy of PAN Card, TIN Number, Excise Registration Number is mandatory to attached.

(OFFICIAL NOTE PAD OF THE OEM)

To

The Director General
Force Headquarter,
Border Security Force
Block No. 10, CGO Complex,
Lodhi Road, New Delhi (India)
Pin - 110 003

UNDERTAKING

It is to certify that M/s _____ (name alongwith full address and contact details of the Indian agent) is hereby authorized to participate in BSF Tender Enquiry No. _____ dated ____/____/2016 under the backing of _____ (name and full address with details of the OEM). Further _____ (OEM) undertakes to fulfil the following obligations in case _____ M/s _____ (Indian agent) fails on its commitments with respect to the tender :-

(a)	Extend the Guarantee/Warranty cover to the products for a period of one year from the date of receipt of supply to BSF.
(b)	Provide after sales support to BSF for the stores for 03 years. In case the dealership to M/s _____ (Indian agent) is cancelled/withdrawn for whatever reasons another Firm in India would be nominated for meeting the obligations towards BSF.

(Signature of the authorized signatory of the OEM)
(Name)
(Official Seal of the OEM)
(Designation)

- i) Tender papers evaluation as per QRs/ TDs.
- ii) Checking of fulfilment of TE & schedule.
- iii) Evaluation of documents as per QRs.
- iv) Physical evaluation of sample as per specification.
- v) Technical evaluation of samples as per QRs.
- vi) Confirmation test of samples as per TDs
- vii) Final report by BOO
- viii) Opening of Financial Bid by BOO
- ix) Final recommendation for L-1

CHAPTER- VIII

SPECIAL CONDITIONS OF CONTRACT

1. The rates quoted by intending firm/boat owners must include the salary of boatmen on daily wages without boarding/lodging charges.
2. The approved firm/boat owners will have to be ready to provide the boats on approved rates as per requirement basis throughout the validity period of tender.
3. The boat owner will be fully responsible for any damage/loss to their boats. The repair and maintenance cost shall be borne by the boat owner at his own cost.
4. In case of damage/defective boats, the owner shall made alternative arrangement within 24 Hrs.
5. Earnest Money of successful firm shall remain with BSF till completion of hiring period and the earnest money of un-successful firm will be returned after finalization of tender.
6. Hiring charges will not be paid for the period when the boats remain non operative due to any defects and payments will be made on daily boat running basis.
7. Leave of the boatman throughout the year will be managed by the boat owner subject to suitable and capable replacement.
8. BSF will not be held responsible for any incident/accident. No claim of any sort of men and materials due to any mishaps/accidents will be entertained by BSF.
9. The Engine/platform/hood as well as overall condition of EFC Boats should be of specified quality.
10. EFC Boats should be registered with appropriate State or Central Govt. registering authority.
11. The boat owner shall submit character and antecedent/police verification of boatmen so recommended for hiring by checking their voter identity card, ration card recent character certificate etc. as the case may be.
12. The tenderer should quote the rate for hiring of boats for per day inclusive of charges of boatmen and their overhead.

13. EFC Boats as required will be provided by any single boat owner/supplier/reputed firm only on lowest offered rate basis.
14. The boatman provided with EFC Boats can be used for assistance for shifting of stores etc. and for loading/un-loading.
15. Rate should be clearly quoted with POL and with BOATMEN.
16. The boat demanded/required should be operational in all respect. Failure to provide EFCB may culminate into cancellation and or blacklisting of the tenderer and forfeiting the security deposit.

Sd/-xxx
(RATIKANT THAKUR)
COMMANDANT
43 BN BSF

Signature of tenderer
Date
Name of tenderer