

TE CONSISTING PAGES 01 TO 32
Government of India, Ministry of Home Affairs
Water Wing Rajarhat, C/O HQ South Bengal FTR BSF
TX Station Garia, Garia Garden, Kol-84

Tel No. 033-2282 8772, Fax No. 033-22827259
E-mail wwrajarhat@bsf.gov.in

TE No. WW/Prov/ Pre-Fab container/BSF/2017/2799

Date 06 July' 2017

/// TENDER FORM///

1. On behalf of the President of India, Officer Commanding Water Wing Rajarhat invites on line open tender in two bid system (Technical bid and financial bid) from reputed firms /Suppliers/Manufactures/Authorized dealers for supply of spare parts of **Pre-fabricated Container/Porta cabin, Bathroom and Toilet (one each) for 02 ferry points of South Bengal Ftr BSF**, as per specification in Schedule-III.

2. Bids shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer are advised to follow the instructions provided in the clause No. 38 & 39. Tenderers are advised to follow the instruction for online bid submission regarding e-submission of the bids' through Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>'. Only online bid would be accepted.

CRITICAL DATE SHEET

Published date	07 th July 2017
Bid Document download Start Date	07 th July 2017
Clarification start date	07 th July 2017
Clarification End Date	14 th July 2017
Pre bid meeting	18 th July 2017
Bid Submission Start Date	24 th July 2017 (1000 hrs)
Bid Submission End Date	05 th Aug 2017 (1800 hrs)
Bid Opening Date	8 th Aug 2017 (1100 hrs)

3. This Tender Enquiry has schedules and appendices as following:-

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 Tenderers)**

- i) Appendix-1 = Offer of stores.
- ii) Appendix-2 = Details of Manufacturer/Auth dealer/ Reputed Firms.
- iii) Appendix-3 = Questionnaire about manufacturer/Tenderer
- iv) Appendix-4 = Performance statement for last 2 years
- v) Appendix-5 = Manufacturer will provide list of machinery installed in their factory for manufacturing this item
- vi) Appendix-6 = Bank Guarantee Performa for EMD/PS
- vii) Appendix-7 = Guarantee/Warranty clause
- viii) Appendix -8 = Performa for Price Bid
- ix) Appendix-9 = Check list of Tenderers
- x) Appendix -10 = Undertaking

Encl: Aforesaid schedules & enclosures

Yours faithfully,

Sdby-
(S B SINGH) DC/WW
(Name of Officer Commanding)
HQ Water Wing Rajarhat
For and on behalf of the President of India

Copy:-

- 1. Accts Branch : For info please
- 2. 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 offer.

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 Indi” 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, Inspector General, South Bengal FTR and DIG (prov) 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, 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.

Signature of tenderer

Date

Name of tenderer

3. If you are in a position to quote for supply of the entire quantity in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed, stamped and submitted to this office in time.

4. **PURCHASER'S DISCRETION** :- **Officer Commanding Water Wing BSF Rajarhat** 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 of 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.

OR

(FOR ALL OTHER ITEMS)

6.1 6.1.1 Only those Firms which are manufacturer (OEM) or first and genuine authorized distributor/ dealer/ agent of the OEM are eligible to quote in the tender.

6.1.2 The authorized distributor/ dealer/ agents quoting on behalf of their foreign principal would be treated as Indian agent and they should be registered with **DGS&D** under the compulsory registration of Indian Agent of foreign principals.

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.

Signature of tenderer

Date

Name of tenderer

6.1.6 In case of agent/ distributor/ dealer bidding on behalf foreign principal, the foreign principal will have to give an undertaking as per the principal, the proforma at Appendix – 10.

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**

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)** equivalent to the amount as mentioned in the tender schedule.

7.2 For 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 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, Officer Commanding Water Wing Rajarhat** 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, Officer Commanding Water Wing Rajarhat**. The FDR should be payable at SBI, Chowringhee Branch, Code No-1054 and should be valid upto validity period of the offer.

Signature of tenderer

Date

Name of tenderer

- 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 or amends or impairs or 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. Tenderers are advised to send a pre-deposited challan alongwith their bid 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 Performa 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.

10. TWO BID SYSTEM

Tenderers are required to submit their offers in two bid system on line 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 along with its specifications 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.

Signature of tenderer

Date

Name of tenderer

- (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 firm registration certificate
- 10.1.4 Scanned copy of VAT/CST registration number
- 10.1.5 Scanned copy of past performance statement
- 10.1.6 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 Appx-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 fulfill the requirements as per specification. However, purchaser reserves the right to cancel/reject the tender without assigning any reminder.

11. TENDER SAMPLE

11.1 Tender sample not required. However purchaser right is reserved to call the tenderer to submit tender sample of **Pre-fabricated Container/Porta cabin, Bathroom and Toilet** at any stage for physical evaluation as per QRs/ specifications. In that case, the sample of **Pre-fabricated Container/Porta cabin, Bathroom and Toilet** be deposited within 15 Days from the date of issue of letter failing which offer of the firm will be liable to be rejected :-

11.2 The firm will offer their product before a board of officer (to be detailed by BSF) within 15 days from the date of issue of letter for assessing the technical suitability and performance of the **Pre-fabricated Container/Porta cabin, Bathroom and Toilet** as per tender enquiry specifications, failing which offer of the firm is liable to be rejected.

11.3 The cost and freight of dispatch of sample shall be borne by the tender.

11.4 BSF not to be made consignee for submission of tender sample. It would be the responsible of the participant firm to deposit tender sample at their own.

Signature of tenderer
Date
Name of tenderer

12. **PRICE**

- 12.1 The tenderer are required to quote prices on FOR destination basis (Free delivery to consignee basis). Price will be quoted 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 livable charges. Format for submission of Price Bid is attached with Tender Enquiry at Appendix-8.
- 12.2 Firm 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, Custom Duty, Excise Duty, Sales Tax/VAT and any other livable taxes/ charges separately within the Performa for Price Bid given at Appendix-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 against the Tender Enquiry irrespective of their registration status with NSIC shall be required to furnish an amount 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 Performa is attached at Appx-6(B)
- 14.3 In case Performance Security is not deposited by the successful bidder within the stipulated time from the placing of AT/Supply order, irrespective of any reason, EMD could be permanently forfeited and AT/Supply order 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 seller shall intimate to the purchaser, by tele or fax and speed post seven working days in advance, the mode of transport and probable date of delivery of consignment.

Signature of tenderer
Date
Name of tenderer

16. **PACKAGING**

As per clause 12 of the general condition of contract DGS&D-68 (revised).

17. **DELIVERY OF STORES**

17.1 Free delivery to mentioned consignee.

17.2 Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser.

17.3 In the event if firm deliver stores after scheduled Delivery Period, even if the stores are accepted by the consignee , it would be at the risk and the cost of the seller as the supply may not be taken as contractually accepted.

17.4 No grace period will be provided after the stipulated delivery period except force majeure clause.

18. **PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES:**

18.1 Penalty @ 5% per weeks or part thereof of the contract value of not a supplied store shall be levied for delay in supply subject to a maximum of 10% in the form of LD except condition of Force majeure clause. .

18.2 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.

19. **PAYMENT TERMS**

Payment of the supplies will be made as early as possible only after receipt and inspection of stores supplied and receipt of bill in triplicate. The payment will be made in core banking system by RPAO BSF Shillong.

20. **GUARANTEE/WARRANTY**

12 months 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. Details of terms and conations are mentioned at Appendix – 7.

21. **OPTION CLAUSE**

The purchaser reserves the right to place order on the successful supplier for additional quantity up to 25% of the quantity offered by them at the time of placement of order 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.

22. **FALL CLAUSE**

Fall clause will be applicable as under :-

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

22.2 If the contractor, at any time, during the currency of the contract reduces the sale price, sells or offer to sell such stores 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 the intender, BSF and the price under the contract would be reduced accordingly.

Signature of tenderer

Date

Name of tenderer

23. **RIGHT TO REJECTION**

- 23.1 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.
- 23.2 The decision of the **Officer Commanding Water Wing BSF Rajarhat, C/O South Bengal FTR** shall be final as to the quality of the stores and shall be binding upon the Tenderers. In case any of the stores does not conform to the specifications, the same shall be rejected at the risk and the cost of the firm and any delay or losses occurring to the purchaser thereto would be bore by the supplier.
- 23.3 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.
- 23.4 The In-charge 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.

24. **RISK PURCHASE CLAUSE**

- 24.1 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 AT/ supply order or in the event of breach of any of the terms and conditions of the AT/Supply order, the purchaser will have the right to purchase the stores/services from elsewhere at the risk and cost of the defaulting supplier after giving due notice to the defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier against any other suppliers outside this contract or even from the pending bills with any other Government Department/Ministry.
- 24.2 In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benjamin or allied or sister concern of the contractor.

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

- 25.1 The Seller undertakes that he has not given, offered or promised to give directly or indirectly and 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 the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
- 25.2 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.

Signature of tenderer

Date

Name of tenderer

- 25.3 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.
- 25.4 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 or such liability/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.

26. **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 Agent/Agency Commission and penalty for use of under influence, the Seller, on a specific request or the purchaser shall provide necessary information/ inspection of the relevant financial documents/information.

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

- 27.1 The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registered charges, trademarks and payment for any other industrial property rights.
- 27.2 The Tenderers 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 of the suppliers, irrespective of the fact of infringement of any or all the rights mentioned above.

28. **TRANSFER AND SUB-LETTING**

The Tenderers 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.

29. **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 enemy, 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.

Signature of tenderer
Date
Name of tenderer

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.

30. **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:-

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

31. **CORRESPONDENCE PROCEDURE**

- 31.1 Any Query/Clarification/Representation related to this Tender must be strictly be addressed to **Officer Commanding Water Wing Rajarhat, TX Station Garia, Garia Garden, Kolkata-700084**, till the issuance of AT/Supply order.
- 31.2 Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.
- 31.3 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.

32. **STAGES AND SEQUENCE OF EVALUATION AND FINALIZATION**

32.1 TECHNICAL

- 32.1.1 Evaluation of Tender papers as per QRs/TDs.
- 32.1.2 Checking of fulfillment of Term & Condition as per the TE & schedule.
- 32.1.3 Evaluation of documents & eligibility.
- 32.1.4 Physical evaluation of samples by TEC as per specification.
- 32.1.5 Technical evaluation of samples as per QRs (subject to clearance in physical evaluation).
- 32.1.6 **TPC meeting Stage – I.**
- 32.1.7 Decision for opening Financial bid.

Signature of tenderer

Date

Name of tenderer

32.2 FINANCIAL

- 32.2.1 Opening of Financial Bid by BOO.
- 32.2.2 Recommendation for L-1.
- 32.2.3 **TPC meeting stage – II.**
- 32.2.4 Decision for awarding contract to successful bidders be taken by TPC.

33. QUERY AND CLARIFICATIONS

- 33.1 In case of any contradiction noticed in this Tender Enquiry same 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.
- 33.2 Queries/representations on Tender Enquiry received within 7 days would only be entertained and considered.
- 33.3 For any change in terms and condition of tender / Tender specification, the Tenderers are requested to visit CPP website WWW.bsf.nic.in and <https://eprocure.gov.in/eprocure/app> regularly. Any changes / modifications in tender enquiry will be intimated through these websites only.
- 33.4 Tenderers are advised to visit above websites regularly to obtain updated information

34. LAW GOVERNING THE CONTRACT

- 34.1 This contract shall be governed by the laws in force as of date in India and interpretation would be done accordingly.
- 34.2 Jurisdiction of Court: The Courts of the **KOLKATA** shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

35. ARBITRATION

- 35.1 Arbitration proceedings shall be held at **KOLKATA** India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 35.2 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.
- 35.3 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.

36. ARBITRATION

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

Signature of tenderer

Date

Name of tenderer

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) Incase 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.

37. 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.

38. SUBMISSION OF TENDER

- 38.1 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.
- 38.2 All documents should be submitted electronically in PDF format.

Signature of tenderer

Date

Name of tenderer

39. **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: <https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal at <https://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>

40. RETURN OF BID DOCUMENTS: - After opening of Tender, bid documents will not be returned, in any case.

Signature of tenderer
Date
Name of tenderer

SDBY-
(S B SINGH) DC (WW)
(Name of Officer Commanding)
HQ Water Wing Rajarhat
For and on behalf of the President of India

TE No. WW/Prov/ Pre-Fab container/BSF/2017/2799

Date- 06 July' 2017

SPECIAL INSTRUCTIONS

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

1. **Date and time of receipt of Tender** : **See Page No. 1**
2. **Date and time for opening of Tender** : **See Page No. 1**
3. **EMD** : (i) Rs 48,000/- (Rupees eighty thousand) Only
(ii) In case EMD is furnished in the form of BG then it should be valid for 6 months from the date of opening of Tender.
4. **Validity of Tender/offer** : **Up to 31/03/2018**
5. **Terms & place of Delivery** : Free delivery, unloading and installation at BOP/ Ferry Point Harudanga 83 Bn BSF & Dulduli Tent Post -03 Bn BSF.
6. **Delivery period** : **Within 90 Days from the date of Supply order**
7. **Quantity** : (i) Supply and installation of 2 No Pre-fabricated Containers/Porta Cabin, Bathroom & Toilet (one each) at 02 ferry Points of SB Ftr with 28 block RCC. However quantity may increase (by 25%) or decrease at the time of placing of supply order.
(ii) Stores should be delivered in not more than 03 lots and minimum quantity of each lot be not less than 33% of the total ordered quantity.
8. **Inspection Authority** : BSF Board of officers.
9. **Payment Terms** : (i) 80% payment of value of stores delivered in each lot will be released on acceptance by the consignee/purchaser concerned.
(ii) The balance 20% payment will be released on completion of successful supply of entire quantity of stores.

Signature of Tenderer
Date and Stamp
Name of Tenderer

10. **Eligibility Criteria** : Reputed Firms / Manufacturer/ Dealer/-
Distributors who deals in supply of subject stores. They must have supplied such stores to any govt dept/ state govt dept /public sector co (PSU)/ reputed Pvt co, in last two years at least of the 50% estimated value of present tender.
11. **Guaranty/Warranty** : i) Minimum Guarantee/Warranty will be one year.
ii) If Manufacturer provide more than 01 year, it will be passed to purchaser.
iii) Guarantee/Warranty period will start from the date of Installation of all stores in satisfactory condition after due inspection.

SDBY
(S B Singh) DC/WW
Officer Commanding
HQ Water Wing Rajarhat
For and on behalf of the President of India

Signature of Tenderer
Date and Stamp
Name of Tenderer

**TECHNICAL SPECIFICATION/ QUALITATIVE REQUIREMENTS OF
PRE-FABRICATED CONTAINER/PORTA CABIN , PRE-FABRICATE BATHROOM
& TOILET FOR PRESERVATION OF WATER WING SOTRES**

A.	<u>Specifications of Pre-fabricated Container/Porta Cabin</u>
1.	<u>PRODUCT:</u> Steel Fabricated insulated Container type Bunk House of the size of 20 ft x 10 ft x 8.5 ft. Walls of PUF insulated sandwich panels and MS Roofing sheet including Internal & External Electrification work.
2.	<u>BASE FRAME:</u> The Base Frame should be made out of steel section of M.S. Channel 100 x 50. Supported Runner Base frame should be made out of steel section of RHS 96 x 48 x 3.2 mm. Supported Runner Base frame should be made out of steel section of RHS 38 x 38 x 1.6 mm.
3.	<u>FLOOR:</u> The floor should be made with 18 mm thick commercial Plywood/ Cement sheet. The Plywood / Cement sheet shall be covered with 1.0 mm thick Vinyl sheet.
4.	<u>WALLS:</u> The walls shall be consisting of pre coated galvanized sheet having 0.35 mm thickness from inside skin and outside skin as well, with insulation material of fire retardant, self-extinguishing and CFC free polyurethane Foam (PUF) embedded between the two through injection molding process. Total thickness of wall panel shall be 40 mm. There will be a partition wall of same material with a door.
5.	<u>ROOF:</u> The Roof cladding of the container shall be consisting of 1.2 mm M.S. Sheet
6.	<u>DOOR: (Size 1000mm x 2050 mm)</u> 02 doors of M.S Frame shall be made from pressed steel using CR steel of 1.5 mm thick. Door shutter shall be made of suitable M S. Frame shall be covered with 0.35 mm thick. Pre-coated sheet both side with PUF insulation. Adrop (Sliding Bolt), outside 01 No tower bolt inside for locking and 100mm long handles on both the sides.to be provided.
7.	<u>WINDOW: (Size 800 x 800 mm)</u> 05 sliding windows should be made out from alluminium Section /PVC Section with 6mm Plain Glass & necessary Hardware. Windows will be fitted on walls as shown in drawing.
8.	<u>FALSE CEILING:</u> The False ceiling shall be made out with extruded PVC section. The section shall be 250mm wide and 6mm thick. The section shall be joined together by tongue and groove method. The suspended grid work shall be made out of MS Hollow rectangular tube or other suitable rolled sections. At corner of wall to ceiling are covered with PVC angle fixed with suitable size screw etc.

Signature of Tenderer
Date and Stamp
Name of Tenderer

9.	<u>ELECTRICAL:</u> The unit (container) shall be completed with all the electrical fittings with Casing Caping System on Wall, 02 Nos Tube light, 2 Nos. fan, 1 No Split AC point, 04 Nos 5/15 Amp power socket for all Equip. OR Computer, 01 Nos Distribution Board & 1 Nos Bulkhead fittings shall be provided. Two point for lighting shall be provided externally.
10.	<u>PAINTING:</u> The Expose structure shall be painted with one coat primer & two coat Oil paints.
B.	<u>SPECIFICATIONS OF PRE-FABRICATED TOILET</u>
1.	<u>Description:</u> Pre-fabricated portable toilet block (Indian type) size not less than 910 mm (W) x 1075 mm (D) x 2060 mm (H) should be mounted on readymade platform/ plain ground. The structure should be manufactured by using roto-molded process for superstructure and base. IWC should be provided in the toilet with flush tank.
2.	<u>Floor / Base :</u> The double wall constructed readymade base should be made out with HDPE material by roto-molded process. The PUF should be filled in cavity between two wall for extra load bearing. The base shall be single peace molded with required outlets. Special handle should be provided on two sides of toilet block for easily shifting, loading and un-loading the whole block.
3.	<u>Wall / Roof (Superstructure) :</u> The superstructures of toilet should be one piece molded HDPE walls and roof with single wall construction by roto-molded process. The superstructure should be fixed on base with suitable fasteners. The air ventilator should be provided in three side walls for cross air circulation. A special top cap should also fixed on top of toilet for natural light and air vent. The superstructure should have many numbers of embossed ribs for better strength.
4.	<u>Door:</u> Single leaf shutter should be made out with extruded PVC section. The thickness of shutter should be minimum 20 mm. Overall size of door shall be 600 x 1800 mm. The door shall be provided with 01 Nos aldrops at outside and 01 No tower bolt inside for locking and 100mm long handles on both the sides.
5.	<u>Drainage line:</u> 1 Mtr long PVC pipe with 100mm dia. Shall be provided for drainage line. 1 No tap connection should be provided in each unit.
6.	<u>Plumbing work:</u> 1 No. Tap connection should be provided in each unit. Pipe for Tap and flush tank should be arranged in such a manner that external water source may connected at a single point out side of structure.
7.	<u>Electrical work:</u> 1 No light point shall be provided in each unit.
C.	<u>SPECIFICATIONS OF PRE-FABRICATED BATHROOM:</u>
1.	<u>Description:</u> Pre-fabricated portable Bathroom block size not less than 910 mm (W) x 1075 mm (D) x 2060 mm (H) should be mounted on readymade platform/ plain ground. The structure should be manufactured by using roto-molded process for superstructure and base.
2	<u>Water tank with pipe connection</u> Water Tank (Sintex-500 Ltrs) with 20 Mtr PVC pipe should be made with Toilet and Bathroom for water connection.

Signature of Tenderer
Date and Stamp
Name of Tenderer

2.	<p><u>Floor / Base :</u> The double wall constructed readymade base should be made out with HDPE material by roto-molded process. The PUF should be filled in cavity between two wall for extra load bearing. The base shall be single piece molded with required outlets. Special handle should be provided on two sides of Bathroom block for easily shifting, loading and un-loading the whole block.</p>
3.	<p><u>Wall / Roof (Superstructure) :</u> The superstructures of bathroom should be one piece molded HDPE walls and roof with single wall construction by roto-molded process. The superstructure should be fixed on base with suitable fasteners. The air ventilator should be provided in three side walls for cross air circulation. A special top cap should also fixed on top of toilet for natural light and air vent. The superstructure should have many numbers of embossed ribs for better strength.</p>
4.	<p><u>Door:</u> Single leaf shutter should be made out with extruded PVC section. The thickness of shutter should be minimum 20 mm. Overall size of door shall be 600 x 1800 mm. The door shall be provided with 01 Nos aldrops at outside and 01 No tower bolt inside for locking and 100mm long handles on both the sides.</p>
5.	<p><u>Drainage line:</u> 1 Mtr long PVC pipe with 100mm dia. Shall be provided for drainage line.</p>
6.	<p><u>Plumbing work:</u> 1 No. Tap connection should be provided in each unit. Pipe for Tap should be arranged in such a manner that external water source may connected at a single point out side of structure.</p>
7.	<p><u>Electrical work:</u> 1 No light point shall be provided in each unit.</p>
D.	<p><u>BLOCK RCC TO BE KEPT BELOW EACH STRUCTURE :</u> Block [size 305 x 305 mm x 610 mm] having reinforcement 10 mm dia @ 70 Kg per cubic meter. Requirement of RCC Blocks will be as under:-</p> <ol style="list-style-type: none"> a. 06 Nos for each Pre-fabricated container b. 04 Nos for each Pre-fabricated Toilet c. 04 Nos for each Pre-fabricated Bathroom

SDBY
(S B Singh) DC/WW
Officer Commanding
HQ Water Wing Rajarhat
For and on behalf of the President of India

Signature of Tenderer
Date and Stamp
Name of Tenderer

From 68-A

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

From :

TENDER NO. _____

Dear Sir,

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 have understood all the tender condition in the Tender Enquiry and will comply with them.

4. All the appendices from 1 to 7 & 9 to 10 in Technical bid envelope & appendices 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.

Yours faithfully

(SIGNATURE OF TENDER)
ADDRESS _____
DATED _____

SIGNATURE OF WITNESS
ADDRESS _____
DATED _____

Signature of tenderer
Date
Name of tenderer

APPENDIX-2

DETAILS OF MANUFACTURER/AUTHORIZED DEALER/REPUTED FIRM

1 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.

2 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.

3 Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations. Yes / No

4 Gross weight of consignment. (Net weight of each item)

5 5.1 Name of the firm as registered

5.2 Under which act firm is registered

5.3 Date of Constitution
D D M M Y Y Y Y

5.4.1 PAN No of Firm*

5.4.2 TIN No of Firm *

5.4.3 Excise Registration No.*

*Copy of all three certificates are mandatory to be deposited.

Up to what period return has been submitted to which agency

6.

Name of Raw material	Name of likely supplier	Country of origin

7. Details of Turnover and tax deposited for last three financial year

Financial year	Total turnover	Total profit	Total VAT deposited	Total excise duty deposited
2014 – 15				
2015 – 16				
2016 – 17				

8. Name of authorized signatory and documents is supported to be attached

Name :

9. 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/REPUTED FIRM

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) 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 -----

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 the bidder by the purchaser will be final.
- ii) **Copy of last three supply orders will be attached.**

Signature of tenderer

Date

Name of tenderer

BANK GUARANTEE FORMATION FOR FURNISHING EMD

To

The officer Commanding Water Wing Rajarhat,
Border Security Force,
TX Station Garia, Garia Garden
Kolkata-700084.

Whereas - _____

(hereinafter called the Tender,)

Has submitted their offer dated - _____

For the supply of - _____

(hereinafter called the tender)

Against the purchasers tender enquiry No - _____

KNOW ALL MEN by these presents that WE _____

_____ having our registered office at _____

are bound unto - _____ (Hereinafter called the purchaser) In the sum of - _____

For which payment will and truly to be made to the said purchaser, the bank binds itself, its successor and assigns by these presents. Sealed with the common seal of the said Bank this _____ Day of _____ year.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (I) If the Tenderers withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderers having been notified of the acceptance of his tender by the purchaser during the period of its validity;-
 - a) If the tender 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 substantiates 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.

When communication is received from Officer Commanding Water Wing Rajarhat to invoke this Bank Guarantee, the amount will be remitted to Code No. 1054, SBI Chowringhee Account No. _____ under intimation to: -

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.

Signature of the tenderer

Date

Name of tenderer

APPENDIX-6(B)

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(Ref. Para 7.4 of Chapter 7)

(BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To

The officer Commanding Water Wing Rajarhat,
Border Security Force,
TX Station Garia, Garia Garden
Kolkata-700084

Whereas... _____
(Name and Address of the supplier)(hereinafter called "the supplier") has undertaken, in
pursuance of contract No _____
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, upto a total of _____

(amount of the guarantee in words and figures), and we under taken 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 the _____ day 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 No.

Signature of the tenderer

Date

Name of tenderer

APPENDIX-7GUARANTEE/WARRANTY

- i) Except as otherwise provided in the invitation to the tender the firm 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. The firm hereby guarantees that the said goods/stores/articles work would continue to conform to the description and quality aforesaid for a period of **ONE YEAR** or the Manufacture's/Dealers standard Guaranty/Warranty whichever is more from the date of delivery/completion of work of the said goods/stores/articles/work to the purchaser and notwithstanding the fact that the purchaser(Inspector) may have inspected and/ or approved the said goods/stores/articles/work if during the aforesaid Guaranty/Warranty period, the said stores/goods/articles/work 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 firm and the purchaser shall be entitled to call upon the firm to rectify the goods/stores/articles /work 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 firm and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles/work 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 seller for such defective stores.
- ii) The Store supplied/work done against an order shall bear warranty of the firm against defective material/ workmanship and performance for a period of one year from the date of receipt of the stores at consignee depot. If during the period the stores supplied/work done are found by the consignee to be so defective, the same shall be replaced/ repaired immediately with serviceable stores, without any charges or cost.
- iii) In case, Manufacturer's Standard Guarantee/ Warrantee are for more than 01 years, then it will be applicable to purchaser also.
- iv) The Pre-fabricated container/ Porta Cabin, Pre-fabricated Bathroom and Pre-fabricated Toilet should be given **One year comprehensive guarantee and warranty**. Warranty period will start from the date of acceptance of stores in satisfactory condition after due inspection at consignee location
- v) Defects if any found in the Pre-fabricated container, Pre-fabricated Bathroom and Pre-fabricated Toilet during the guarantee period, it should be rectified immediately by the tenderer at their own cost, within 15 days from the date of receipt of intimation. In the event of delay in rectification of the defects beyond the permissible 15 days then Rs 1000/- per week will be charged as penalty.

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

Signature of the tenderer
Date
Name of tenderer

PROFORMA FOR SUBMISSION OF COMMERCIAL OFFER (PRICE BID)
TO BE FILLED BY THE BIDDER (IN BOQ)

Tenderers are requested to read the instructions given at the bottom of Price Bid Performa carefully before filling the same.

Name of the store with Installation	Qty (Nos)	Basic Rate per unit (Rs)	Excise Duty, if any (Rs and %)	Customs Duty, if any (Rs and %)	Sales Tax/VAT, if any (Rs and %)	Any other livable Taxes, Duties and Charges/surcharges with name (Rs and %)	Net price per unit.(Rs) (C+D+E+F+G)	Total price (Rs) (HxB)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Pre-fabricate container	2							
Pre-fabricate Bathroom	2							
Pre-fabricate Toilet	2							
Block RCC	28							

Gross Total in figures as well as in words: _____

Note :-

- i) The L-1 will be decided after summing up the rates of all above stores being one project with taxes.
- ii) The Complete commercial quote should be in one currency **i.e. Indian Rupees only**. Currency of price should be clearly mentioned.
- (iii) Tenderers will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt./Semi Govt. Organization etc.
- (iv) Rates will be compared by taking account inclusive of the Taxes & Duties to decide L-1
- (v) Entry Tax/Octroi/Toll Tax and other Statutory Taxes will be applicable at actual, If admissible. Way Bill (Form-50) if required by firm, Entry tax for Bengal circle (West Bengal) @ 1% of total value of goods will deposit by firm along with Performa invoice/requisition of Way bill.
- (vi) Tenderers are required to indicate Basic Rate, Customs Duty, Excise Duty, Sales Tax/VAT and any other livable taxes/charges separately within above Performa. Such details reflected outside the Performa will not be accepted.
- (vii) No column to be left blank. Wherever amount is not quoted, the column should be clearly marked as 'Zero'
- (viii) The decision/interpretation of BSF shall be final in all respect.

SIGNATURE
 FULL ADDRESS OF THE BIDDER
 (WITH SEAL)

Signature of Tenderer
 Date and Stamp
 Name of Tenderer

CHECK LIST FOR TENDERERS

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

S/No.	Requirements to be checked before submission of the Tender
1	If registered with NSIC or/ and DGS&D, copies of valid registration certificate along with monetary limit certificate with mentioning of validity date enclosed.
2	If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed.
3	Monthly manufacturing & supplying capacity has been mentioned in the tender documents
4	Complete tender documents have been enclosed, After signature & stamping on All pages.
5	Signatures of witness with full name and address have been added wherever required on tender documents.
6	Proposal has been submitted in two bid system- Technical Bid & separate Price Bid as per tender enquiry
7	Offer validity as required in tender has been accepted & clearly mentioned in Tender documents
8	Delivery Terms & Period as per Tender has been accepted and mentioned in Tender.
9	Payment Terms as per Tender have been accepted and mentioned in Tender
10	Compliance statement in format required in tender has been enclosed along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.
11	Performance statement for 3 years as required in Tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.
12	Warranty terms as per Tender accepted.
13	The Tenderers should clearly mention that their Firm is eligible to receive Govt Contract for the Tendered stores under the provision of Law of the land.
14	The Tenderers ever failed to complete ordered supply and Tender short closed.
15	The Tenderers will accept the Tolerance clause. No any FIR/complaint lodged against the Tenderers/Firm with Police
16	The following proformas enclosed with tender have been properly & completely filled in, signed & stamped
17	The Tenderers should clearly mentioned in writing that business dealings with their Firms have not been banned by any Govt/Private agency.
18	If the Tender 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.
19	Tenderers will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer.

SIGNATURE
FULL ADDRESS OF THE
PROPRIETOR/BIDDER
(WITH SEAL)

Signature of Tenderer
Date and Stamp
Name of Tenderer

(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)