

Government of India
Ministry of Home Affairs
Tear Smoke Unit, BSF, Tekanpur,
Gwalior (M.P) – 475 005
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(ISO-9001:2008 ,ISO-14001:2004 & ISO-50001: 2011 CERTIFIED UNIT)

OPEN TENDER

No.TSU/IC-Tech/OT Ph-II/02/2016-17/18709

Dated, the 03rd Dec2016

1. On behalf of the President of India, General Manager, Tear Smoke Unit, BSF, Tekanpur invites, on line tenders in two bid system (Technical bid & Financial bid) from manufacturers/supplier for supply of raw materials items mentioned in Schedule –III as per the details contained in the schedules and appendices of this Tender Enquiry.

2. Bids shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers are advised to follow the instructions provided in the clause no. 38 to 50 of Schedule -I Tenderers are also 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>

Published date	05.12.2016 (1800 Hrs)
Bid Document download Start Date	05.12.2016 (1830 Hrs)
Clarification Start Date	06.12.2016 (0900 Hrs)
Pre-Bid Meeting	19.12.2016 (1200 Hrs)
Clarification End Date	19.12.2016 (1000 Hrs)
Bid Submission Start Date	19.12.2016 (1100 Hrs)
Bid Submission End Date	31.12.2016 (1100 Hrs)
Bid Opening Date	31.12.2016 (1200 Hrs)

3. This Tender Enquiry containing the following Schedules and appendices:-

(I) SCHEDULES

- (i) Schedule-I = Condition of tender
- (ii) Schedule-II = Special instructions
- (iii) Schedule-III= List of stores
- (iv) Schedule-IV= List of consignee
- (v) Schedule-V = Specification.

Signature of tenderer
Date with stamp
Name of tenderer

(II) APPENDICES (to be filled by tenderer)

- (i) Appendix-1 = Offer of stores
- (ii) Appendix-2 = Details of Manufacturer/Authorised dealer/firms
- (iii) Appendix-3 = Questionnaire about manufacturer
- (iv) Appendix-4 = Performance statement for last 02 years
- (v) Appendix-5 = Proforma for equipment and quality control (Form 7)
- (vi) Appendix-6 = Bank Guarantee Proforma for EMD.
- (vii) Appendix-7 = Bank Guarantee Proforma for SMD
- (viii) Appendix-8 = Guarantee / Warranty clause
- (ix) Appendix-9 = Delivery Schedule
- (x) Appendix- 10 = Proforma for Commercial bid
- (xi) Appendix- 11 = Check List of Tenderer
- (xii) Appendix-12 = Supplier Certificate

Encls : **Aforesaid schedules & appendices**

-sd-xxx-03.12.16
(Manohar Lal) 2IC
Joint General Manager
For and on behalf of the President of India

Signature of tenderer
Date with stamp
Name of tenderer

CONDITION OF TENDER

1. All appendices, attached with 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 India" as amended up to date.

2.1.2 Pamphlet No.DGS&D-229.

2.1.3 DGS&D Form No.68 (Revised).

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, **General manager Tear Smoke Unit BSF Tekanpur** 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 **GM TSU BSF** 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 **GM TSU BSF**, Ministry of Home Affairs.

2.2.5 Clause 24 i.e. Arbitration: - In the existing entries/ clause 24 of DGS&D - 68 (Revised) substitute **GM TSU BSF**.

2.3 The above Pamphlet and the lists of corrections thereto can be obtained on payment from the under mentioned officers: -

The Manager of Publications, Civil Lines, Delhi.

Signature of tenderer

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Name of tenderer

The Superintendent, Government Printing & Stationery
Allahabad, U.P.

The Superintendent, Government Printing & Stationery,
Mumbai.

The Superintendent, Government Press, Chennai.

The Superintendent, Government Printing & Stationery,
Nagpur.

The Superintendent, Government Printing, Gulzargbag, Patna
(Bihar).

DGS&D, New Delhi and its Regional offices at Mumbai,
Chennai, Kolkata and Kanpur.

Government of India Book Depot, 8 Hastings Street, Kolkata.

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 and submitted to this office in time.

4. **QUALIFYING / ELIGIBILITY CRITERIA**

- (i) For hardware and packing materials and labels only manufacturer are eligible and for rest of items Authorized Dealer/ distributors / supplier are also eligible.
- (ii) For MS Box and TSM Carrier firm should have ISO certification. Firm will also provide packing certificate for the transportation of material via Sea & air issued from Indian institute of Packaging, Ministry of Commerce and Industries Govt of India. The validity of the certificate should be one year effective from start of supply.
- (iii) Bidders should have satisfactory past performance and to submit the performance for last two years. The details be furnished as per proforma at Appx- 4.

5. **TENDER SAMPLE**

Sample will be required to be submitted before as per Appendix -9 of this tender documents, for carrying out Lab Test of Tender Samples. (The firm is NOT required to submit the sample to any Lab for testing, as this will be carried out by the purchaser .)

6. **PURCHASER'S DISCRETION**

- 6.1 GM TSU BSF reserves the right to cancel/reject any or all the tenders without assigning any reason.
- 6.2 GM TSU BSF reserves the right to increase or decrease the quantity at any stage.
- 6.3 GM TSU BSF reserves the right to change the consignees and allocation of the quantities at any stage.

7. **TENDER DOCUMENT COST**

- 7.1 Cost of tender document **NIL**

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8 **EARNEST MONEY (EM)**

- 8.1 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 III**.
- 8.2 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. Registration with any other authority will not exempt the firm from depositing Earnest Money.
- 8.3 Firms who are registered for the subject stores with NSIC but with a certain monetary limit will be treated as unregistered for the tender value exceeding their monetary limit of registration. Such firms shall be required to deposit earnest money in excess to the 5 % of the firm's 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
In case, any such firm fails to deposit earnest money, its offer for the tender value in whole or the part exceeding its monetary limit is liable to be ignored.
- 8.4 Public sector undertaking or central/state owned companies are not exempt from payment of Earnest Money unless registered with NSIC for the subject stores.
- 8.5 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.
- 8.5.1 An irrevocable Bank Guarantee (BG) in the name of **GM TSU** 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 for 45 days beyond the validity period of the offer.
- 8.5.2 A FDR drawn in favour of **GM TSU** payable at SBI, Tekanpur, Code No.8284 and should be valid upto validity period of the offer.
- 8.6 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.
- 8.7 No interest shall be payable by the purchaser on the EM deposited by Tenderer
- 8.8 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.
- 8.9 The EM of the successful Tenderer shall be returned after the receipt of Performance Security Deposit as required in terms of the resulting contract is furnished by the Firm.

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- 8.10 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.
- 8.11 EM of the unsuccessful Tenderers shall be returned within 30 days of finalization of tender. Tenderers are advised to send a pre-deposited challan along with their bids to facilitate refund of Earnest Money in time.

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 GM TSU will be final. If GM TSU in his assessment finds that tenderer past performance in terms of timely and quality supply not satisfactory in such case their tender may be rejected.

10. **PERFORMANCE SECURITY DEPOSIT**

- 10.1 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.
- 10.2 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 should be valid up to 60 days beyond the expiry of Warrantee / Guarantee period. Bank Guarantee proforma is attached as appendix "7".
- 10.4 If the firm request for extension of delivery period, it is the responsibility of firm to extend the validity of FDR/Bank guarantee accordingly.
- 10.5 SMD will not be adjusted from any pending payments of firms.

11. **CAPACITY VERIFICATION**

- 11.1 Tenderers must complete the details of their plant and machinery on standard proforma enclosed with this TE irrespective of their registration status, and forward the same with their offer. Purchaser reserves the right to get the manufacturing capacity of any tenderer re-verified through the representative of GM TSU, irrespective of their registration status. Decision of GM TSU will be final and binding to all tenderer.
- 11.2 Firm participating in quoting the rates for Hardware and Packing Material must mention whether the firm will involve itself in manufacturing of that particular item or otherwise. Firm should furnish the certificate to this effect. TSU will consider only those

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firms which are having their own manufacturing plant. The firm should be able to supply stores as per delivery schedule.

12. **TWO BID SYSTEM:** Tenderers are required to submit their offers in two bid system Technical bid & Financial bid in separate covers as under.

12.1 **FIRST COVER SHOULD CONTAIN THE SCANNED COPIES OF FOLLOWING INFORMATION (IN PDF FORM):-**

- 12.1.1 Scanned copy of all Schedules of this Tender Documents duly filled, signed & stamped on each page in **single PDF file**.
- 12.1.2 Scanned copy of Profile of the firm (Full address and Phone No./Fax No./E-mail should be mentioned). Firm must mention categorically whether firm is participating first time in TSU tenders or otherwise.
- 12.1.3 Scanned copy of Sale Tax Registration Certificate.
- 12.1.4 Scanned copy of last two years income tax returns with PAN.
- 12.1.5 Scanned copy of DD/FDR/Bank Guarantee (in Appendix-“6” format)for EMD. If EMD exemption is sought then scanned copy of Registration Certificate with Central Purchase organization / National Small Industries Corporation (NSIC).
- 12.1.6 Scanned copy of duly filled Appendix-‘1’ to Appendix- “9” and Appendix-“ 11 & 12” in single PDF File.

13. **SECOND COVER SHOULD CONTAIN THE FOLLOWING:-**

- 13.1 Price bid / Financial Bid to be submitted as per **BOQ in .xls Format**.
- 13.2 Tenderer to fill the tender form for financial bid and upload signed and scanned copy of financial bid in Appendix-“10” in PDF Format.

14. **PRICES**

- 14.1 The tenderers are required to quote prices on FOR Destination basis (Free delivery to consignee). 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 livable charges. Format for submission of Price Bid is attached with Tender Enquiry at Appendix-10.
- 14.2 The prices must be stated for each item separately. The percentage of reduction, if any in the total price for the entire consignment should also be quoted.
- 14.3 The price quoted must be net per unit invariably for delivery F.O.R TSU, Tekanpur and it must include charges of packing, forwarding, insurance, delivery and unloading.
- 14.4 Tenderers are required to indicate Basic Prices, Custom Duties, Excise Duties Sales Tax/ VAT and any other leviable Taxes/ charges separately within performa for price bid (Appendix-“10”). Such taxes/Duties/Charges reflected outside the Performa will not be accepted. Benefit of decrease in levies will be passed on to the purchaser.
- 14.5 Price quoted should be firm and final, however, increase in statutory levies or other taxes, if any would be admissible to the firm subject to production of Govt Notification in support of the same..

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- 14.6 No Form “C” or “D” will be issued by this unit, therefore price must be quoted accordingly.
- 14.7 Prices for chemicals should be quoted in the unit mentioned in tender documents. If the standard unit is different from tender unit it must be converted to tender unit and accordingly rates should be quoted.

15. AWARD OF SUPPLY

15.1 The unit reserves the right of distribution of supply of the items mentioned at Srl No-3 in schedule – III of Tender notice under hardware category to the 1st Lowest and 2nd Lowest quoting firm in following method:

Nos of participating bidders	Quantity diastrintuted to the respective	
	L-1 Bidder	L-2 Bidder
One bidder	100%	Nil
Two bidder	60%	40 %

- 15.2 **In case of more than two firms quoting the rate for a particular item the supply distribution will be as above.**
- 15.3 **All the supply order will be placed at the rate of L-1 firm. The supply order to the L-2 firm will only be awarded when L-2 firm agrees in writing to supply the store @ L-1 quoted rate.**
- 15.4 For rest of the items except above mentioned two hardwares contract will be awarded to L-1 quoting firms only @ L-1 rate.
16. **PACKING AND FORWARDING :** As per clause 12 of the general condition of contract DGS&D-68 (Revised). Apart from this supplier will ensure that:-
- 16.1 The stores should be securely packed to avoid loss or damage during transit so that it reaches the consignee in perfectly serviceable condition. Packing and forwarding charges will be borne by the Tenderer. In the event of any damage, loss/breakage/leakage or shortage due to inferior packing by the supplier shall be liable to make good such discrepancies whatsoever, which will be brought to the notice of the supplier on checking/inspection of the stores at consignee’s end.
- 16.2 The consignee will notify the contractor, the loss or damage to the stores that may have occurred during transit, as soon as possible from the date of arrival of stores at destination.
- 16.3 **The hardware supplied will be marked / embossed mentioning material Category, Code, Name of manufacturer and Year of manufacturing.**
- Note: The TSU will be detailing code of manufacturer which will represent the manufacturer name on the product supplied. The illustration of the symbol/ Sing is mentioned in the drawing of related hardware.
17. **EXEMPTION FROM DUTIES/TAXES :** Customs and/or any other exemption certificate will not be given unless applicable on production of Govt Notifications in this regard through a formal request from the Tenderers.

Signature of tenderer
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Name of tenderer

18. **TRANSIT INSURANCE**

The purchaser will not pay separately for transit insurance and supplier will be responsible till the entire stores reaches in good condition at FOR.

19. **GUARANTEE / WARRANTY CLAUSE**

19.1 The Stores shall conform to the prescribed specifications/drawings and will be in strict accordance with the approved standard samples. The stores supplied shall be deemed to have been warranted against defective workmanship, design, material and performance by the contractor for a **period of 84 months** from the date of receipt of stores at consignee's end and if during this period any of the stores supplied is found defective or end product made by these stores become defective / develop deformity and cracks, the cost of the entire product will be borne by the supplier whose Particular part found defective. The defective Hardware will be replaced, by the contractor free of cost at the consignee, location.

19.2 The decision of the purchaser shall be final as to the quality of stores. Thus the stores shall be liable to be rejected or replaced at the entire cost of the supplier.

19.3 The purchaser or his duly authorized representative shall have at all reasonable time access to the supplier's premises and shall have the power at all reasonable time to inspect and examine the materials. Certificate/ Undertaking to this effect should be accompanied with tender.

20. **PAYMENT TERMS**

100% payment of the accepted / passed qty of the stores will be released in favour of the Firm subject to the condition that the stores are delivered within the stipulated / scheduled delivery period given in the supply order. Payment will only be made after completion of supply as per the schedule and it may take about 30 – 40 days after the submission of the bills by the firm.

21. **DISPATCH INSTRUCTIONS AND DOCUMENTATION.**

The Tenderer shall intimate to the purchaser, by telex or fax and speed post in seven (07) working days advance, the mode of transport and probable date of delivery of consignment. Stores are required to be delivered at consignee's locations at freight, risk and cost of the supplier

22. **EFFECTIVE DATE OF CONTRACT**

The time allowed for carrying out the supply will start from the day of issue of written orders for supply of store in accordance with the schedule – III indicated in the tender documents.

23. **RIGHT TO REJECTION:**

23.1 Store will be accepted after inspection and only if they are found up to the standard specifications The decision of the GM TSU shall be final as to the quality of the stores and shall be binding upon the

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Tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects

23.2 The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects.

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 at the risk and cost of the tenderer.

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. **A. INSPECTION PROCEDURE**

24.1 Successful tenderers will be required to submit their full quantity of stores under delivery challan before the expiry of delivery period after getting the stores pre-inspected by them thoroughly. A certificate to that effect that the stores have been pre-inspected by them will also be submitted by the Firms along with material certificate. The final (100%) inspection will be done at consignee's end to ascertain if the stores offered are found to be conforming to the laid down specifications. The decision of General Manager, TSU BSF, in this regard will be final.

24.2 The rejected stores may be defaced and will be lifted by the tenderer at his own cost and arrangements within 20 days after that no risk of consignment.

B. Special Instructions for Inspection:-

i) Failure to supply the stores within Delivery Period or in the event of sample being rejected by the Inspecting Authority or by the Purchaser, the purchase order shall be liable to be cancelled at the risk and expense of the firm. The purchaser shall also be entitled to take contractual, administrative and other remedial measures including short closure of the contract.

ii) During manufacturing of stores before dispatch, the firm shall ensure that offered/accepted lot shall be similar in appearance, shape, size, make-up, Finish and workmanship etc when compared with approved sample.

c) **Inspection Charges :-**

If it is required to get the consignment checked by any external agencies than the cost of the inspection charges and additional quantity required for testing will be borne by the firm. The firm will deposit a demand draft in favour of the inspecting agency, separately along with sending the draft of performance Security deposit (PSD).

24.3 **FOR EXPLOSIVE ITEMS** (Tenderer must fulfil the following criteria)

a) Must have valid explosive manufacturing license from Chief Controller of Explosives.

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- b) Must have sufficient experience and infrastructure of making pyro technique, military / civil explosives and supplying it.
- c) These items will be accepted after clearance from Registered Inspecting Authority and the cost of inspection charges will be paid by the tenderer.

25. **PENALTY FOR DELAY IN SUPPLY:**

- 25.1 Penalty upto 2% per month or part thereof of the contract value can be levied for delay in supply subject to a maximum upto 10% in the form of LD.
- 25.2 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 Ministry of Commerce, Deptt of Supply of the General condition of the contract.

26. **DELIVERY OF STORES-**

- 26.1 Firm has to deliver the store strictly as per delivery schedule given by TSU. If the delivery schedule is given in batches than firms has to comply the same and supply the store of corresponding batch before or on schedule date else penalty as per para 25.1 will be imposed.
- 26.2 Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser.
- 26.3 In the event of Firm delivery stores after scheduled Delivery Period, even if the stores have been 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.

27. **TOLERANCE CLAUSE (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).

28. **FALL CLAUSE** Fall Clause will be applicable on this contract which:-

- 28.1 The price charged for the stores supplied under the contract or by seller shall in no event exceed the lowest price at which the seller sells the stores or offer to sell store of identical description to any persons/ organization during the currency of this contract.
- 28.2 If at any time, during the said period the contractor reduces the sale price, sells or offer 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 or sale or offer of sale to the GM TSU and the price under the contract would be reduced accordingly.

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29. **RISK PURCHASE CLAUSE**

29.1 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 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.

29.2 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 Benami or allied or sister concern of the contractor.

30. **LAW GOVERNING THE CONTRACT**

30.1 This contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

30.2 Jurisdiction of Court: The Courts of the Gwalior shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

31. **ARBITRATION**

31.1 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:-

31.2 If the arbitrator be a person appointed by the DG BSF:-

(a) 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 Arbitrator in every such case, it shall be lawful for the DG BSF in place of the

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- outgoing Arbitrator, as the case may be to act on record of the proceeding 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 Gwalior, 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 Gwalior. All disputes arising out of the contract shall be settled in the jurisdiction of Territory of Gwalior under provisions of Indian Court of Law.

32. PENALTY FOR USE OF UNDUE INFLUENCE

32.1 The Seller undertakes 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 the 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.

32.1.1 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

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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.

32.2 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.

32.3 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 termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

33 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.

34. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT

34.1 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.

34.2 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.

35. 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.

Signature of tenderer
Date with stamp
Name of tenderer

36. 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 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.

37. TERMINATION OF CONTRACT

37.1 Time shall be the essence of the contract.

37.2 The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-

- a) The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of **Force Majeure** by more than 60 days.
- d) In case Performance Security is not furnished within the stipulated date from the date of issuing of supply order.
- e) If the inspection of lot sample of post supply store is failed, even on providing of a additional chance to the firm.

Signature of tenderer
Date with stamp
Name of tenderer

38. **CORRESPONDENCE PROCEDURE**

38.1 Any **Query /Clarification/ Representation** related to this Tender must be strictly addressed to

**The General Manager
Tear Smoke Unit, BSF Tekanpur,
Gwalior (M.P) PIN-475005
Tel No. 07524 – 275008
Tele/FAX No : 07524 - 274601
E-mail: gmtsubsf@gmail.com**

38.2 Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.

38.3 Firm should intimate any change in 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.

39. **QUERY AND CLARIFICATIONS**

39.1 In case of any contradiction noticed in this Tender Enquiry same be immediately clarified within 07 days from the date of publication of Tender on the website else decision/ interpretation of TSU in this regard would be final in all respect.

39.2 Queries / representations on Tender Enquiry received up to Pre-Bid Meeting would only be entertained and considered. **All queries and representations received after the date of Pre- Bid Meeting are liable to be ignored.**

39.3 For any change in terms and condition of tender / tender specification, the Tenderers are requested to visit websites **www.eprocure.gov.in/& www.tearsmoke.org** regularly. **Any changes /modifications in tender enquiry will be intimated through these websites only.**

39.4 Tenderers are advised to visit above websites regularly to obtain updated information physically evaluated.

40. **SUBMISSION OF TENDER**

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. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for

Signature of tenderer
Date with stamp
Name of tenderer

submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>

41. **REGISTRATION**

- 41.1 Bidders are required to enroll on the e-Procurement module of the Central public Procurement Portal (URL: [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Bidder Enrolment on the CPP Portal is free of charge.
- 41.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 41.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal upon enrolment, the bidders will be required to register their valid Digital Signature certificate (Class II or Class III Certificates with signing key usage) issued by any certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc) with their profile.
- 41.4 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 41.5 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

42. **SEARCHING FOR TENDER DOCUMENTS**

- 42.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for tender published on the CPP Portal.
- 42.2 Once the bidders have selected the tenders they are interested in , they may download the required documents/ tender schedules. These tenders can be moved to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk (Toll Free No.180030702232).

43. **PREPARATION OF BIDS**

- 43.1 Bidder should take into account any corrigendum published on the tender documents before submitting their bids.
- 43.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents in including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Signature of tenderer
Date with stamp
Name of tenderer

- 43.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / AR/ DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 43.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

44. **SUBMISSION OF BIDS**

- 44.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 44.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 44.3 Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 44.4 Bidder should prepare the EMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the Tender Processing section, latest by the last date of bid submission. The details of the DD/any other accepted instrument , physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 44.5 Price Bid Format is provided in a standard BOQ format (.xls File). Which has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file template is found to be modified by the bidder, the bid will be rejected.
- 44.6 The server time (which is displayed on the bidders“ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 44.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained

Signature of tenderer
Date with stamp
Name of tenderer

using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 44.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 44.9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 44.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

45. **ASSISTANCE TO BIDDERS**

- 45.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - 45.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.
 - 45.3 For any queries, the bidders are asked to contact through e-mail gmtsubsf@gmail.com or by phone : 07524-275008 or CPPP toll free no. 1800 3070 2232.
- 46. The tender documents along with General Terms and conditions, Schedule to tenderers, Questionnaires and other details can be downloaded from TSU Web site www.tearsmoke.org & www.eprocure.gov.in.
 - 47. Specifications / other related information of the items can be obtained from this office on any working day.
 - 48. Tender offers submitted other than on the prescribed tender forms issued by this office will not be accepted.
 - 49. The Tender shall remain open for acceptance for a period of 180 days from the date of opening of tender.
 - 50. The GM TSU BSF reserves the right to reject, revoke or rescind any tender without assigning any reasons thereof.

-sd-xxx-03.12.16
(Manohar Lal) ,2IC
Joint General Manager
For and on behalf of the President of India

Signature of tenderer
Date with stamp
Name of tenderer

SPECIAL INSTRUCTIONS

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

1. Last date and Time of Submission of Tender : **See Page No.1(Para No.2 of Critical Date)**
2. Time and date for opening of Tender : **See Page No.1. (Para No.2 of Critical Date)**
3. Tender cost : NIL
4. Stores : **As mentioned in Schedule – III**
5. Qty : **As mentioned in Schedule – III**
6. Validity of offer : 180 days from date of opening of the Tender Enquiry.
7. Preparation of Tender Document : (i) Tenderer are required to submit Tender documents downloaded only from CPP Portal or Official Web site of TSU.
(ii) Only hand filled document will be accepted.
(iii) Conditional tender will not be accepted.
(iv) Any column left blank will be treated as Nil or 0.00
8. **Inspection**
 - (i) Authority : GM TSU or his authorized Rep
 - (ii) JIR : Joint inspection will be carried out at consignee location on deliver of store by GM TSU or his authorized Rep and suppliers before final acceptance.
9. EMD/Validity : As mentioned in Schedule III
10. Terms of Delivery : Free Delivery to Consignee basis.
11. **Delivery period** : As mentioned in **Appendix- 9**
12. Guaranty/Warranty : For hardware/ Packing material 84 months From the date of acceptance of store by TSU.

Signature of tenderer
Date with stamp
Name of tenderer

13. Payment Terms : 100% Payment will be released on successful supply of total quantity of stores in satisfactory and acceptable condition.
14. Eligibility Criteria : (i) For hardware and packing materials and labels only manufacturer are eligible and for rest of items Authorized Dealer/ distributors/supplier are also eligible.
(ii) **For MS Box firm should have ISO certification. Firm will also provide packing certificate for the transportation of material via Sea & air issued from Indian institute of Packaging, Ministry of Commerce and Industries Govt. of India. The validity of the certificate should be one year effective from start of supply.**
(iii) **Bidders should have satisfactory past performance and to submit the performance for last two years. The details be furnished as per proforma at Appx- 4.**
15. Pre-bid conference : (i) It will be held on 19.12.16 at 1200 Hrs. at Office of the GM TSU BSF , Tekanpur Gwalior, (MP), PIN- 475005.
(ii) In case of any objection/suggestion in tender QRs/Specifications bidder can give proper presentation/ literature in their support the pre- bid conference.

-Sd-xxx-03.12.16
(Manohar Lal) ,2IC
Joint General Manager
For and on behalf of the President of India

Signature of tenderer
Date with stamp
Name of tenderer

SCHEDULE-III**LIST OF STORE WITH EMD**

SL NO	DESCRIPTION OF STORES	A/U	QTY	EMD IN Rs.
CHEMICALS				
1	ACETONE (Commercial Grade)	LTR	400	700.00
2	ANTIMONY SULPHIDE	KG	75	3500.00
3	BARIUM CHROMATE	KG	300	3900.00
4	GUM ARABIC	KG	140	700.00
5	NONIVAMIDE	KG	210	106400.00
6	MAGNESIUM OXIDE	KG	7200	18900.00
7	POT NITRATE GD-II	KG	5700	19000.00
8	RECTIFIED SPRIT	LTR	11200	9000.00
9	SODIUM NITRATE	KG	1500	1800.00
10	STARCH	KG	3000	2400.00
11	TITANIUM DI-OXIDE	KG	4775	16800.00
12	VARNISH FILTERED	LTR	160	1000.00
13	ZINC OXIDE	KG	5425	21800.00
14	OCBD	LTR	4550	36600.00
15	MALONO NITRILE	LTR	2600	76500.00
16	SHELLAC VARNISH	KG	120	800.00
EXPLOSIVES				
1	APC-210 NC LAQUOR	LTR	160	1900.00
2	GUN POWDER G-40	KG	125	3400.00
3	GUN POWER G-12	KG	1125	35300.00
4	MAG METAL POWDER	KG	2075	24500.00
5	APC-217 NC EASTER	LTR	180	2000.00
6	SMGP	KG	1160	28100.00
HARDWARES				
1	1 SEC DELAY TUBE EMPTY	NO	161320	12400.00
2	2 SEC DELAY TUBE EMPTY	NO	89825	7000.00
3	AL C/CASE WITH BCC (45MM)	NO	398063	339700.00
4	AL SHELL BODY	NO	207033	111500.00
5	CAP CHAMBER	NO	104125	10700.00
6	CAP FOR DELAY TUBE	NO	73756	1800.00
7	STUN GRENADE MODIFIED	NO	71643	30700.00
8	CONT. FOR T S GDE	NO	38532	14700.00
9	HDPE RING 1+2 MM	SET	376996	4100.00
10	P S COLLAR	NO	67848	2900.00
11	MODIFIED AL PLUG LR EMPTY	NO	196911	121700.00
12	SPACER 14.5 mm WITH WASHER	NO	397836	18800.00
13	STRIKER MECH ASSY (AL)	NO	106208	65600.00
14	STUN SHELL BODY HDPE	NO	42034	17600.00
15	BAL WEIGHT FOR SOFT NOSE	NO	137604	11000.00
16	HDPE RING 1MM FOR SOFT NOSE	NO	305024	1800.00
17	TSS SOFT NOSE (MODIFIED)	NO	137604	97,100.00
18	5 SEC DELAY TUBE EMPTY	NO	147400	13600.00
19	HDPE RING 2 MM FOR SOFT NOSE	NO	304120	3300.00
20	HDPE RING 3 MM FOR SOFT NOSE	NO	133366	2200.00
PACKING MATERIAL				
1	POLY BAG FOR TSM CARRIER SMALL	NO	24151	5200.00
2	MS BOX	NO	5855	138400.00

Signature of tenderer

Date with stamp

Name of tenderer

SL NO	DESCRIPTION OF STORES	A/U	QTY	EMD IN Rs.
3	POLY BAG FOR SHELL (N-E)	NO	172679	9100.00
4	TSM CARRIER FOR SHELL AND GDE	NO	27365	32000.00
5	MODIFIED PROTECTION CAP FOR GRENADE	NO	105277	5300.00
6	POLY BAG FOR TSM CARRIER MEDIUM	NO	29324	7200.00
7	POLY BAG FOR GRENADE	NO	124135	8400.00
8	POLY BAG FOR SHELL 155 mm	NO	225125	13100.00
9	SILICA GEL POUCH (White beads 3gm Sachets)	KG	200	800.00
10	POLY BAG FOR TSM CARRIER BIG	NO	15528	4500.00
11	TSM CARRIER LARGE	NO	22377	43500.00
12	POLY BAG FOR STUN LAC COMPOSITION (GRENADE)	NO	16960.00	1200.00
13	POLY BAG FOR STUN LAC COMPOSITION COMPOSITION (SHELL)	NO	16960	1200.00
MISC ITEMS				
1	ADHESIVE DISC (16 mm)	NO	1713837	3000.00
2	ADHESIVE DISC (12 mm)	NO	164617	300.00
3	CAMBRIC CLOTH (112 CM)	MTR	1800	2900.00
4	THREAD COTTON NO.55/66	KG	60	400.00
5	NITRILE HAND GLOVES 18"	PAIR	475	1800.00
6	BLACK THERMOPRENE CHEMICAL HAND GLOVES	PAIR	43	3300.00
7	MICRO POROUS SURGICAL TAPE	NO	4398	700.00
INDIRECT MATERIAL				
1	BROWN PAPER	SHEET	6250	500.00
2	BRUSH 100 MM (Camel / Any reputed brand)	NO	400	500.00
3	BRUSH 12 MM (Camel / Any reputed brand)	NO	248	200.00
4	BRUSH 75 MM (Camel / Any reputed brand)	NO	738	800.00
5	BRUSH 6 MM (Camel / Any reputed brand)	NO	287	300.00
6	COTTON COVERALL (DUNGREES)	NO	354	5300.00
7	WASTE COTTON	KG	1400	1300.00
8	DASOTI CLOTH (75 CM WIDTH)	MTR	4523	2900.00
9	LIQUID SOAP (DETTOL / LIFEBOUY)	LTR	285	1100.00
10	MOUTH COVER WITH NRV FFP - II	NO	7098	5500.00
11	MOUTH COVER WITH NRV FFP-III	NO	1522	2600.00
12	MICRO GARD-2000 SUIT / CHEMICAL SUIT	NO	141	1700.00
13	NITRILE SURGICAL HAND GLOVES	PAIR	7068	1700.00
14	FEVICOL SR (505)	KG	90	600.00

-Sd-xxx-03.12.16

(Manohar Lal) ,2IC

Joint General Manager

For and on behalf of the President of India

Signature of tenderer

Date with stamp

Name of tenderer

SCHEDULE-IV

No.TSU/IC-Tech/OT Ph-II/02/2016-17/ 18709

Dated, the 03rdDec' 2016

LIST OF CONSIGNEE[S]

Name & Address of consignee and Quantity

Name of item and Quantity : As mentioned in Scheduled -III

Accounting Unit : Nos

Consignee :

The General Manager
Tear Smoke Unit, BSF
GOI, MHA
Tekanpur, Gwalior (M.P) PIN-475005
Tele/FAX No : 07524 - 274601
Tel No. 07524 - 275008
E-mail:gmtsubsf@gmail.com

-Sd-xxx-03.12.16

(Manohar Lal) ,2IC

Joint General Manager

For and on behalf of the President of India

Signature of tenderer

Date with stamp

Name of tenderer

SCHEDULE-V**DETAILS OF SPECIFICATION / DRAWING NO**

SL NO	DESCRIPTION OF STORES	A/U	QTY	Specification / Drawing No.
CHEMICALS				
1	ACETONE (Commercial Grade)	LTR	400	IS -170
2	ANTIMONY SULPHIDE	KG	75	IS 5731
3	BARIUM CHROMATE	KG	300	IND/ME/794(a)
4	GUM ARABIC	KG	140	JSS-8040-14 & IS 356
5	NONIVAMIDE	KG	210	CS-2444-46-4
6	MAGNESIUM OXIDE	KG	7200	IND/ME/337 (a) & IS2529
7	POT NITRATE GD-II	KG	5700	IS 301
8	RECTIFIED SPRIT	LTR	11200	IS: 323
9	SODIUM NITRATE	KG	1500	IS-12681
10	STARCH	KG	3000	IND/ME/459(c) & IS 1005
11	TITANIUM DI-OXIDE	KG	4775	JSS 0112 & IS 2851
12	VARNISH FILTERED	LTR	160	-
13	ZINC OXIDE	KG	5425	JSS-6810-82 & IS 2850
14	OCBD	LTR	4550	TSU/U/PS/05
15	MALONO NITRILE	LTR	2600	TSU/U/PS/06
16	SHELLAC VARNISH	KG	120	IS-347
EXPLOSIVES				
1	APC-210 NC LAQUOR	LTR	160	-
2	GUN POWDER G-40	KG	125	JSS 1376-05-2005 (Rev No.2)
3	GUN POWER G-12	KG	1125	JSS 1376-05-2005 (Rev No.2)
4	MAG METAL POWDER	KG	2075	IS: 2307
5	APC-217 NC EASTER	LTR	180	-
6	SMGP	KG	1160	JSS 1376-05-2005 (Rev No.2)
HARDWARES				
1	1 SEC DELAY TUBE EMPTY	NO	161320	TSG-009
2	2 SEC DELAY TUBE EMPTY	NO	89825	TSG-0016
3	AL C/CASE WITH BCC (45MM)	NO	398063	TSS-0242(CAD)
4	AL SHELL BODY	NO	207033	TSS/0241
5	CAP CHAMBER	NO	104125	TSG-0008
6	CAP FOR DELAY TUBE	NO	73756	TSU/R&D/161A
7	STUN GRENADE MODIFIED	NO	71643	TSU/R&D/232
8	CONT. FOR T S GDE	NO	38532	TSU/R&D/134A
9	HDPE RING 1+2 MM	SET	376996	TSS-0238
10	P S COLLAR	NO	67848	TSU/R&D/243/CAD
11	MODIFIED AL PLUG (LR) EMPTY	NO	196911	TSS-0236
12	SPACER 14.5 mm WITH WASHER	NO	397836	TSU/R&D/230 & TSS-0243
13	STRIKER MECH ASSY (AL)	NO	106208	TSU/R&D/76, TSU/R&D/59, TSU/R&D/60, TSG-0014, TSG-0010, TSG-0012, TSG- 0013, TSG-0024 SA

Signature of tenderer

Date with stamp

Name of tenderer

SL NO	DESCRIPTION OF STORES	A/U	QTY	Specification / Drawing No.
14	STUN SHELL BODY HDPE	NO	42034	TSU/R&D/157
15	BAL WEIGHT FOR SOFT NOSE	NO	137604	TSU/R&D/242(CAD)
16	HDPE RING 1MM FOR SOFT NOSE	NO	305024	TSU/R&D/257
17	TSS SOFT NOSE (MODIFIED)	NO	137604	235(D)
18	5 SEC DELAY TUBE EMPTY	NO	147400	TSU/R&D/236
19	HDPE RING 2 MM FOR SOFT NOSE	NO	304120	TSU/ R&D/257
20	HDPE RING 3 MM FOR SOFT NOSE	NO	133366	TSU/ R&D/257
PACKING MATERIAL				
1	POLY BAG FOR TSM CARRIER SMALL	NO	24151	TSU/R&D/241
2	MS BOX	NO	5855	TSU/R&D/31A, TSU/R&D/22, TSU/R&D/23 TSU/R&D/24, TSU/R&D/26, TSU/R&D/27, TSU/R&D/28, TSU/R&D/29, TSU/R&D/30
3	POLY BAG FOR SHELL (N-E)	NO	172679	TSS-0223A
4	TSM CARRIER FOR SHELL AND GDE	NO	27365	TSU/R&D/57
5	MODIFIED PROTECTION CAP FOR GRENADE	NO	105277	TSU/R&D/229(A)
6	POLY BAG FOR TSM CARRIER MEDIUM	NO	29324	TSU/R&D/241A
7	POLY BAG FOR GRENADE	NO	124135	TSG-0021(CAD)
8	POLY BAG FOR SHELL 155 mm	NO	225125	TSS-0246
9	SILICA GEL POUCH (White beads 3gm Sachets)	NO	64840	
10	POLY BAG FOR TSM CARRIER BIG	NO	15528	TSU/R&D/240
11	TSM CARRIER LARGE	NO	22377	TSU/R&D/57(C)
12	POLY BAG FOR STUN LAC COMPOSITION(GRENADE)	NO	16960	TSU/R&D/253
13	POLY BAG FOR STUN LAC COMPOSITION(SHELL)	NO	16960	TSU/R&D/252
MISC ITEMS				
1	ADHESIVE DISC (16 mm)	NO	1713837	TSS-215
2	ADHESIVE DISC (12 mm)	NO	164617	TSU/R&D/240
3	CAMBRIC CLOTH (112 CM)	MTR	1800	JSS-1250
4	THREAD COTTON NO.55/66	KG	60	DITW 359 I(g)
5	NITRILE HAND GLOVES 18 inch	PAIR	475	EN 388 – 4102, CE Category, Size-10

Signature of tenderer
Date with stamp
Name of tenderer

SL NO	DESCRIPTION OF STORES	A/U	QTY	Specification / Drawing No.
6	BLACK THERMOPRENE CHEMICAL HAND GLOVES	PAIR	43	–
7	MICRO POROUS SURGICAL TAPE	NO	4398	1.2cm x 9 Mtr
INDIRECT MATERIAL				
1	BROWN PAPER	SHEET	6250	As per Sample
2	BRUSH 100 MM (Camel/ Any reputed brand)	NO	400	Camel
3	BRUSH 12 MM (Camel /Any reputed brand))	NO	248	Camel
4	BRUSH 75 MM (Camel /Any reputed brand))	NO	738	Camel
5	BRUSH 6 MM (Camel /Any reputed brand))	NO	287	Camel
6	COTTON COVERALL (DUNGREES)	NO	354	As per Sample
7	WASTE COTTON	KG	1400	1 Ft x 1 Ft
8	DASOTI CLOTH (75 CM WIDTH)	MTR	4523	As per Sample
9	LIQUID SOAP (DETTOL / LIFEBUOY)	LTR	285	1 Ltr Sacket
10	MOUTH COVER WITH NRV FFP – II	NO	7098	FFP - II
11	MOUTH COVER WITH NRV FFP-III	NO	1522	FFP - III
12	MICRO GARD-2000 SUIT / CHEMICAL SUIT	NO	141	–
13	NITRILE SURGICAL HAND GLOVES	PAIR	7068	Non Latex, Textured finish on finger for better grip. Soft Maximum comfort & fit, along with outstanding tactile sensitivity, Excellent abrasion and puncture resistance, Greater resistance to solvents, Chemicals, Hydrocarbon, Static Free, ideal for use in electronics.
14	FEVICOL SR (505)	KG	90	01 Ltr Pkt

-Sd-xxx-03.12.16
(Manohar Lal) ,2IC
Joint General Manager
For and on behalf of the President of India

Note: (i)	Successful firm has to supply the stores as per samples approved by TSU. No deviation from approved samples will be considered in supplies.
(ii)	For chemical items firms have to provide test report issued from NABL Accredited lab of their consignment, at their own cost, of the parameters mentioned in concerned specification.

Signature of tenderer
Date with stamp
Name of tenderer

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.

.....

APPENDIX-A

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 have understood all the tender condition in the Tender Enquiry and will comply with them.
4. All the Schedules-I to-IV, Schedule-V of connected item and appendices from 1 to 9 & 11 to 12 in Technical bid & Appendix"9" in price bid 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 faith fully

(SIGNATURE OF TENDERER)

DATED _____

ADDRESS:-

SIGNATURE OF WITNESS

ADDRESS _____

DATED _____

Signature of tenderer
Date with stamp
Name of tenderer

DETAILS OF FIRM

1. Details of Manufacturer.

- (a) Name :
- (b) Office :
 - (i) Address :
 - (ii) Telephone No. :
 - Land Line: :
 - Mobile :
 - (iii) Fax :
 - (iv) E-mail :
- (c) Works :
 - (i) Address :
 - (ii) Telephone No. :
 - (iii) Fax :
- (d) Contact person including name of head of Firm as well as Board of Directors :
 - (i) Name :
 - (ii) Designation :
 - (iii) Telephone No. :
 - Land Line :
 - Mobile :
 - (iv) Fax :
 - (v) E-Mail :
 - (vi) Supporting Authorization Documents (kindly Attach) :

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

- (a) Name :
- (b) Address :
- (c) Name of Company :
 - (ii) Telephone No. :
 - Land Line: :

Signature of tenderer
Date with stamp
Name of tenderer

- Mobile :
- (iii) Fax :
- (iv) E-mail :
- (v) Certificates of authorized Distributor / dealer (Kindly Attach) :
3. Confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations. :
- 4 Gross weight of consignment. (Net weight of each item)
- 5 PAN
6. Confirm whether you have attached Photocopy of Pan Card duly attested.
7. Status
- (a) Indicate whether you are LSU or SSI :
- (b) Are you registered with DGS7D for the item quoted :
- (c) If so, indicate whether there is any monetary limit on registration. If you are a small scale unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit. :
- (d) In case you are registered with NSIC under single Point Registration Scheme for the item quoted, confirm whether you have attached an attested photocopy of the registration certifying the items for which you are registered. :
8. Banker :-
- (a) Name ;
- (b) Address ;
- (c) Telephone No. ;
- (d) E-mail ;
- (e) Fax ;
9. Business name and Constitution of the firm. ;
Is the firm registered under
- (i) The Indian Companies Act, 1956 ;
- (ii) The Indian Partnership ;

Signature of tenderer
Date with stamp
Name of tenderer

Act,1932. (Please also give name of partners)

(iii) Any Act; if not, who are the owners. (Please give full names and address.) :

10 Details and address of subsidiary office(s) :

11. Whether the tendering firm is manufacturer of the stores specified in the tender. :

12 (a) If stores offered are manufactured in India, state whether all the raw materials, components, etc used in their manufacturer are also produced in India. If not, give details of materials components etc, that are Imported and their breakup of the Indigenous and Imported components together with their value and proportion it bears to the total value of the store should also be given. :

(b) Authorized dealers/ Distributors to specify the details of Indigenous and Imported material with their value. :

13. State whether raw materials held in stock are sufficient for the manufacture of the stores. :

14. Indicate the stocks in hand at present time.:
(i) Held by you against this Enquiry :
(ii) Held by M/s _____ :
Over which you have secured an option. :

15 Do you agree to Sole Arbitration by Secretary Ministry of Home Affairs or by some other person appointed by him as provided in Clause 24 of the general condition of contract from DGS&D 68 (Revised) (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should however, be noted that an omission to answer the above question will be demands an acceptance of the Clause). :

16. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further :- :

(a) Whether by the partnership :

Signature of tenderer

Date with stamp

Name of tenderer

agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender

- (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration. :
- (c) If the answer to either (a) or (b) is in the affirmative, furnish a copy of either the partnership agreement or the general power of attorney as the case may be. :

N.B:

- 1.** Attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners. :
- 2.** Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm. :

17. Here state specifically:

- (i)** Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof if any. Also indicate the margin of difference. :
- (ii)** In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated. :

Signature of tenderer
Date with stamp
Name of tenderer

- 18.** Are you. :
- (i) Holding valid Industrial License(s)/Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate. :
 - (ii) Exempted from the licensing Provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position :
 - (iii) Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store ? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license. :
- 19 State whether business dealings with you have been banned by Min./ Deptt of Supply/Min. of Home Affairs? :
20. Have your firm ever been blacklisted or debarred by any Govt. or semi Govt. or Autonomous bodies. :
- 21 Confirm that you have read all the instructions carefully and have complied with them accordingly :
- 22 Sale Tax office Address and Telephone / Fax numbers :
- 23 Details of last Income Tax Return (Enclose copy) :

Signature of tenderer
Date with stamp
Name of tenderer

24 Income Tax office Address and Telephone / :
 Fax numbers.

Signature of Witness	Signature of Tenderer
Full Name (Block Letters) Address :	Full Name (Block Letters) Address :
	Whether signing as Proprietor / Partner / Constituted Attorney / duly authorized by the Company.

25. Change of name of the firm if any since
 Origin, with date and reasons thereof

N.B:- Tenderers 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.

Signature of tenderer
 Date with stamp
 Name of tenderer

QUESTIONNAIRE

1. Name & Address of Contractor

2. a) Whether registered with DGS&D for subject stores Yes No
- b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate) (Lakh) (Without Limit)
- c) Validity Date (DD/MM/Year) Permanently
3. a) Whether registered with NSIC for subject stores (yes) (No)
- b) If yes, monetary limit (Enclose attested photocopy of Regn. Certificate) (Lakh) (Without Limit)
- c) Validity Date (DD/MM/Year) Permanently
4. Whether you agree to submit advance sample if called upon to do so within specified period (Yes) (No)
5. Whether past supplier of subject stores to DGS&D or Min. of Home Affairs during the last 3 Year. (If yes, submit performance report in enclosed Performa) (Yes) (No)
6. Terms of Delievery : FOR Destibation (Free delivery to consignee)
7. Guaranteed dated by which delivery will be Completed (Not Latter than)
8. Have you enclosed reqired Earnest money. (yes) (No)
9. Do you accept tolerance clause (yes) (No)
10. Is your firm eligible to receive govt contract for the tendered stores under the provision of Law of the Land (Yes) (No)

Signature of tenderer
 Date with stamp
 Name of tenderer

- | | | | |
|----|---|------------------------------------|----------------------------------|
| 11 | Have your firm ever failed to complete ordered supply and tender short - Closed | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |
| 12 | Whether your firm is compliant on environmental Safeguards | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |
| 13 | Has ever been any FIR / Complaint lodged against your firm with Police | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |
| 14 | Quality Control System: | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |
| 15 | (a) Are you manufacturer of products? | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |
| | (b) If not, give name and address of Manufacture | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |
| 16 | Whether packing of the stores adhered as per specification? | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |
| 17 | Whether your firm capable of supplying as per given schedule attached as schedule "v" | <input type="checkbox"/>
(Yes) | <input type="checkbox"/>
(No) |

Signature of Tenderer : _____

Name in Block Letters : _____

Capacity in which Tender is signed : _____

Full Address : _____

Signature of tenderer
Date with stamp
Name of tenderer

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 **GM TSU BSF TEKANPUR GWALIOR (M P)** will be final.
 - ii) **Copy of supply orders be attached.**

Signature of tenderer
 Date with stamp
 Name of tenderer

PROFORMA FOR EQUIPEMENT AND QUALITY CONTROL

Tender No. _____ & Dated _____ for the supply of

1. Details of firm

- (a) Name :
- (b) Office :
- (i) Address :
- (ii) Telephone No. :
- Land Line: :
- Mobile :
- (iii) Fax :
- (iv) E-mail :
- (c) Works :
- (i) Address :
- (ii) Telephone No. :
- (iii) Fax :
- (iv) E-mail :

2. Location of manufacturing works/factory. :
Factories owned by you (Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the body for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____
(here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture /fabrication of the stores for which registration has been applied for.

3. Details of plant and machinery erected and functioning in each department (Monograms and descriptive Pamphlets should be supplied, if available). :

4. Whether the process of manufacture in factory is carried out with the aid of power or without it :

Signature of tenderer
Date with stamp
Name of tenderer

5. Details of used items held state whether imported or indigenous :
6. Production capacity of each item with the existing plant& machinery. :
 - (a) Normal :
 - (b) Maximum :
7. Details of arrangements for quality control of products such as laboratory etc. :
8.
 - (a) Details of Technical/ Supervisory Staff in charge of production & quality control. :
 - (b) Shilled Labor employed. :
 - (c) Unskilled labor employed. :
 - (d) Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application :

PLACE :
DATE :

SIGNATURE OF THE TENDERER
Designation

Company / Firm

Signature of tenderer
Date with stamp
Name of tenderer

BANK GUARANTEE FORMAT FOR FURNISHING EMD

To,
GM TSU
BSF Tekanpur
Gwalior
Pin - 475005

Whereas..... (here in after 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 MEN by these presents that WE.....
of.....having our registered office at
.....are bound unto..... (here in after 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 successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this.....day
of.....20.....

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 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(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 tenderer
Date with stamp
Name of tenderer

BANK GUARANTEE FORMAT FOR PERFORMANCE SMD

To,
GM TSU
BSF Tekanpur
Gwalior
Pin - 475005

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) (hereinafter 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 agreement, 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 and designation of the officer

.....
Seal, Name & address of the bank and address of the Branch

Signature of tenderer
Date with stamp
Name of tenderer

GUARANTEE/WARRANTY

i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the machine / equipment, 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 contractor hereby guarantees that the said machine/ equipment, goods/stores/articles would continue to conform to the description and quality aforesaid for a period as mentioned in SCHEDULE - III for the period of 84 months or as per manufacturer standard Guarantee / Warrantee whichever is more than from the date of supply of stores 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 warranty the said stores 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 the stores 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 stores 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.

ii) The store supplied against an order shall bear warranty of the contractor against defective material/workmanship and performance for a period of 84 months from the date of receipt of the stores at consignee depot. If during the period the stores supplied are found by consignee to be so defective, the same shall be replaced immediately with serviceable stores, without any charges or cost.

iii) Warranty period will start from the date of acceptance of stores in full and final quantity in satisfactory condition after due inspection and /or on successful installation and commission as applicable

iv) Guarantee / Warrantee will be comprehensive and will be implemented as under:-

(a) After intimation to firm, maximum time for repair/replacement of the Equipment/ Item/ Store will be 02 weeks.

(b) Penalty for non repair /replacement beyond the repair time i.e.02 weeks will be @ of 0.5% of the cost of Item/Store per week.

Signature of tenderer
Date with stamp
Name of tenderer

DELIVERY SCHEDULE

SL NO	DESCRIPTION OF STORES	A/U	QTY	SAMPLE	DELIVERY PERIOD
<u>CHEMICALS</u>					
1	ACETONE (Commercial Grade)	LTR	400	To be submitted before opening of Technical bids	50 % up to 30.04.17, next 50 % up to 30.06.17.
2	ANTIMONY SULPHIDE	KG	75		
3	BARIUM CHROMATE	KG	300		
4	GUM ARABIC	KG	140		
5	NONIVAMIDE	KG	210		
6	MAGNESIUM OXIDE	KG	7200		
7	POT NITRATE GD-II	KG	5700		
8	RECTIFIED SPRIT	LTR	11200		
9	SODIUM NITRATE	KG	1500		
10	STARCH	KG	3000		
11	TITANIUM DI-OXIDE	KG	4775		
12	VARNISH FILTERED	LTR	160		
13	ZINC OXIDE	KG	5425		
14	OCBD	LTR	4550		
15	MALONO NITRILE	LTR	2600		
16	SHELLAC VARNISH	KG	120		
<u>EXPLOSIVES</u>					
1	APC-210 NC LAQUOR	LTR	160	Not Required	100 % up to 30.04.17.
2	GUN POWDER G-40	KG	125		
3	GUN POWER G-12	KG	1125		
4	MAG METAL POWDER	KG	2075		
5	APC-217 NC EASTER	LTR	180		
6	SMGP	KG	1160		
<u>HARDWARE'S</u>					
1	1 SEC DELAY TUBE EMPTY	NO	161320	To be submitted within 30 days of placing PO	40 % up to 30.04.17, next 30% up to 30.06.17 next 30% up to 31.08.17.
2	2 SEC DELAY TUBE EMPTY	NO	89825		
3	AL C/CASE WITH BCC (45MM)	NO	398063		
4	AL SHELL BODY	NO	207033		
5	CAP CHAMBER	NO	104125		
6	CAP FOR DELAY TUBE	NO	73756		
7	STUN GRENADE MODIFIED	NO	71643		
8	CONT. FOR T S GDE	NO	38532		
9	HDPE RING 1+2 MM	SET	376996		
10	P S COLLAR	NO	67848		
11	MODIFIED AL PLUG LR EMPTY	NO	196911		
12	SPACER 14.5 mm WITH WASHER	NO	397836		

Signature of tenderer
 Date with stamp
 Name of tenderer

SL NO	DESCRIPTION OF STORES	A/U	QTY	SAMPLE	DELIVERY PERIOD
13	STRIKER MECH ASSY (AL)	NO	106208	To be submitted within 30 days of placing PO	40 % up to 30.04.17, next 30% up to 30.06.17 next 30% up to 31.08.17.
14	STUN SHELL BODY HDPE	NO	42034		
15	BAL WEIGHT FOR SOFT NOSE	NO	137604		
16	HDPE RING 1MM FOR SOFT NOSE	NO	305024		
17	TSS SOFT NOSE (MODIFIED)	NO	137604		
18	5 SEC DELAY TUBE EMPTY	NO	147400		
19	HDPE RING 2 MM FOR SOFT NOSE	NO	304120		
20	HDPE RING 3 MM FOR SOFT NOSE	NO	133366		
<u>PACKING MATERIAL</u>					
1	POLY BAG FOR TSM CARRIER SMALL	NO	24151	To be submitted within 30 days of placing PO	40 % up to 30.04.17, next 30% up to 30.06.17 next 30% up to 31.08.17.
2	MS BOX	NO	5855		
3	POLY BAG FOR SHELL (N-E)	NO	172679		
4	TSM CARRIER FOR SHELL AND GDE	NO	27365		
5	MODIFIED PROTECTION CAP FOR GRENADE	NO	105277		
6	POLY BAG FOR TSM CARRIER MEDIUM	NO	29324		
7	POLY BAG FOR GRENADE	NO	124135		
8	POLY BAG FOR SHELL 155 mm	NO	225125		
9	SILICA GEL POUCH (White beads 3gm Sachets)	NO	64840		
10	POLY BAG FOR TSM CARRIER BIG	NO	15528		
11	TSM CARRIER LARGE	NO	22377		
12	POLY BAG FOR LACHRYMATORY COMPOSITION (GRENADE)	NO	16960.00		
13	POLY BAG FOR LACHRYMATORY COMPOSITION (SHELL)	NO	16960		
<u>MISC ITEMS</u>					
1	ADHESIVE DISC (16 mm)	NO	1713837	To be submitted within 30 days of placing PO	60 % up to 30.04.17, next 40 % up to 30.06.17.
2	ADHESIVE DISC (12 mm)		164617		
3	CAMBRIC CLOTH (112 CM)	MTR	1800		
4	THREAD COTTON NO.55/66	KG	60	To be submitted before opening of Technical bids	
5	NITRILE HAND GLOVES 18"	PAIR	475		
6	BLACK THERMOPRENE CHEMICAL HAND GLOVES	PAIR	43		
7	MICRO POROUS SURGICAL TAPE	NO	4398		

Signature of tenderer
Date with stamp
Name of tenderer

SL NO	DESCRIPTION OF STORES	A/U	QTY	SAMPLE	DELIVERY PERIOD
INDIRECT MATERIAL					
1	BROWN PAPER	SHEET	6250	To be submitted before opening of Technical bids	60 % up to 30.04.17, next 40 % up to 30.06.17.
2	BRUSH 100 MM (Camel / Any Reputed Brand)	NO	400		
3	BRUSH 12 MM (Camel / Any Reputed Brand)	NO	248		
4	BRUSH 75 MM (Camel / Any Reputed Brand)	NO	738		
5	BRUSH 6 MM (Camel / Any Reputed Brand)	NO	287		
6	COTTON COVERALL (DUNGREES)	NO	354	To be submitted within 30 days of placing PO	
7	WASTE COTTON	KG	1400		
8	DASOTI CLOTH (75 CM WIDTH)	MTR	4523		
9	LIQUID SOAP (DETTOL / LIFEBOUY)	LTR	285		
10	MOUTH COVER WITH NRV FFP - II	NO	7098		
11	MOUTH COVER WITH NRV FFP-III	NO	1522		
12	MICRO GARD-2000 SUIT/CHEMICAL SUIT	NO	141		
13	NITRILE SURGICAL HAND GLOVES	PAIR	7068	To be submitted before opening of Technical bids	
14	FEVICOL SR (505)	KG	90	To be submitted within 30 days of placing PO	50 % up to 30.04.17, next 50 % up to 30.06.17.

-Sd-xxx-03.12.16
(Manohar Lal) ,2IC
Joint General Manager
For and on behalf of the President of India

Signature of tenderer
Date with 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.	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this enclosed.
2	If registered with NSIC or / and DGS&D, copies of valid registration certificate enclosed.
3	If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed.
4	Complete tender documents (Schedules & Appendices) 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
11	Warranty terms as per Tender accepted.
12	Proforma enclosed with tender have been properly & completely filled in,
13	The Tenderer has clearly mentioned in writing that business dealings with their Firms have not been banned by any Govt/Semi Govt. agency.

Signature of tenderer
Date with stamp
Name of tenderer

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

Date:

To,
The General Manager
Tear Smoke Unit
BSF Academy, Tekanpur
Gwalior (MP)

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely: www.eprocure.gov.in / www.tearsmoke.org (Tick which ever applicable) as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety. It is also certified that, if my firm is selected for the supply of _____ (Name of item) mentioned in said tender notice published in www.eprocure.gov.in/ News Papers / Uploaded on TSU Web site, shall supply as per drawing, material specifications and Delivery Schedule fixed by TSU. Any deviation noticed at later stage and if any loss/ damage that will be borne by M/s _____.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Signature of tenderer
Date with stamp
Name of tenderer

PROFORMA FOR PRICE BID

{ TO BE FILLED BY THE BIDDER & SEALED SEPARATELY }

- NB:-** (i) Tenderer are requested to read instructions given at the bottom of Price Bid proforma carefully before filling the same.
(ii) Currency to be mentioned in column D to J.

S/ No	Name of the store.	Specification/ Drg No.	A/U	Qty	Basic Rates per Unit (Rs)	Excise Duty, if any (Rs and %)	Sales Tax/VAT, if any (Rs and %)	Freight Charges (Unloading & Stacking) (Rs and %)	Any other leviable Taxes & Duties, Charges / surcharges with name (Rs and %)	Net price per unit (Rs) (F+G+H+ J+K)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(J)	(K)	(L)
1										
Net Price in words :-										

Note:-

- (i) The Complete commercial quote should be indicated in one currency **i.e Indian Rupees only**.
- (ii) Rates will be compared by taking Net price Per Unit into account inclusive all Taxes and duties to decide **L-1**.
- (iii) Firm will provide spares free of cost during Physical Evaluation / Demonstration if required.
- (iv) Tenderers are required to indicate Basic Rate, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/ charges separately within above Performa. Such details reflected out side the Proforma will not be accepted.
- (v) No column to be left blank. Wherever amount is not quoted, the column should be clearly marked as **“Nil”**.
- (vi) The decision / interpretation of GM TSU BSF Tekanpur shall be final in all respect

Signature of tenderer
Date with stamp
Name of tenderer

Signature of tenderer
Date with stamp
Name of tenderer