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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/Canteen/01/2016-17/ 13309 Dated, the 14 June' 2017

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 and installation of items for modernization of Non-Statutory Departmental Canteen Type-'D' 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	16.06.2017 (1200 Hrs)
Bid Document download Start Date	16.06.2017 (1230 Hrs)
Clarification Start Date	16.06.2017 (1500 Hrs)
Pre-Bid Meeting	24.06.2017 (1200 Hrs)
Clarification End Date	06.07.2017 (1000 Hrs)
Bid Submission Start Date	24.06.2017 (1500 Hrs)
Bid Submission End Date	07.07.2017 (1100 Hrs)
Bid Opening Date	08.07.2017 (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 with EMD & Specification.
- (iv) Schedule-IV = List of consignee

(II) APPENDICES (to be filled by tenderer)

Signature of tenderer
Date with stamp
Name of tenderer

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(II) APPENDICES (to be filled by tenderer)

- (i) Appendix-1 = Offer of stores
- (ii) Appendix-2 = Details of Manufacturer/Authorized 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

[Handwritten Signature]
14.6.17

(Som Raj) DC
Dy. Manager (Adm)
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
Date with stamp
Name of tenderer

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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**

Firm participating in quoting the rates for supply of items required for modernization of non statutory departmental canteen type-'D' at TSU BSF. Tekanpur 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 firms which are having their own manufacturing plant or having valid business partner of the manufacturer. The firm should be able to supply of stores as per delivery schedule.

5. **TENDER SAMPLE**

Sample at the FOR not required. However, the Firm shall be responsible for pre delivery inspection by the rep of this Unit at the manufacturer's site or at the sale outlet of the Firm.

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**

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

Signature of tenderer

Date with stamp

Name of tenderer

- 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.
- 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.

Signature of tenderer
Date with stamp
Name of tenderer

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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 supply of items required for modernization of non statutory departmental canteen type-'D' at TSU BF Tekanpur 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 firms which are having their own manufacturing plant or having valid business partner of the manufacturer. The firm should be able to the supply of 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):-**

Signature of tenderer
Date with stamp
Name of tenderer

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