

TE No. Adm/Pur/Sports-Gym-Eqpts/BSF/2013/3140

TE consisting Page 01 to 51
 Headquarter Meghalaya Ftr, BSF
 (Adm Branch)
 Umpling, Shillong
 Ph No. 0364-2230412

Dated, the 12th Dec 2013

On behalf of the President of India, Inspector General, BSF, Meghalaya Frontier, invites Tenders on e-procurement under Two Bid System (Technical/Financial Bid) for procurement of following Gymnasium Equipments:-

| Section | | Equipments | QTY |
|-----------------|----|---------------------------|--------|
| Cardio | 1 | Treadmill | 2 NOS |
| | 2 | Cross Trainer | 1 NO |
| | 3 | Recumbent Bike | 1 NO |
| Single Stations | 4 | Prone Leg Curl | 1 NO |
| | 5 | Converging Chest Press | 1 NO |
| | 6 | Diverging Lat Pull Down | 1 NO |
| | 7 | Converging Shoulder Press | 1 NO |
| | 8 | Rear Delt Fly | 1 NO |
| | 9 | Seated Row | 1 NO |
| Free Weight | 10 | Preacher Curl Bench | 1 NO |
| | 11 | Multi Adjustable Bench | 1 NO |
| | 12 | Adj. Decline Bench | 1 NO |
| | 13 | Flat Bench | 1 NO |
| | 14 | Back Extension Bench | 1 NO |
| Rack & Benches | 15 | Dumbbell Rack | 1 NO |
| | 16 | Olympic Bar Holder | 1 NO |
| | 17 | Plate Rack | 1 NO |
| | 18 | Abdominal Bench | 1 NO |
| Free Weights | 19 | Dumbbells | 200 KG |
| | 20 | Plates | 200 KG |
| | 21 | Rods | 4 NOS |

2. Bids shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer are advised to follow the instructions provided in the clause No. 40. 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>'. Only online bid would be accepted.

3. This tender enquiry has Schedules and appendices as per following:-

(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(s)

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

- (i) Appendix-1 = Offer of stores
- (ii) Appendix-2 = Details of Manufacturer / Auth Dealer
- (iii) Appendix-3 = Questionnaire about manufacturer/Tenderer.
- (iv) Appendix-4 = Performance statement for last 3 years
- (v) Appendix-5 = Proforma for equipment and quality control (Form 7)
- (vi) Appendix-6 = Bank Guarantee Proforma for EMD. =
- (vii) Appendix-7 Guarantee / Warranty clause
- (viii) Appendix-8 = Proforma for Price bid (To be sealed in separate cover)
- (ix) Appendix-9 Certificate that bidder is not related to any BSF employee.
- (x) Appendix-10 Authority letter for attending the opening bid.
- (xi) Appendix-11 = Check list of Tenderers.

Encls : Aforesaid schedules & enclosures

Yours faithfully,

(MAHENDRA SINGH)
Dy Inspector General /PSO
For and on behalf of the President of India

Copy to: -

- 1. Computer Cell, FTR SHG - For info with request to upload the Tender enquiry in BSF website/Govt web site.

SCHEDULE-1CONDITION 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. The conditions of contract, which will govern any contract made, are contained in the
 - (i) 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.
 - (ii) Pamphlet No.DGS&D-229[All condition of Rate Contract contained in Booklet of DGS&D-229 will be applied in instant tender also].
 - (iii) Any special conditions attached to this invitation to tender will also form part of the conditions.
 - (iv) DGS&D Form No.68 (Revised).
3. 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).
 - 3.1 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.
 - 3.2. The definition of Secretary clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under: -

“ Secretary” means Secretary of Min. of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary. Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Inspector General, Meghalaya Ftr and DIG (PSO) 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.
 - 3.3. 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 Inspector General, Meghalaya, Border Security Force, Umpling, Shillong Distt - East Khasi Hills, Meghalaya - 793006.

Signature of tenderer

Date

Name of tenderer

3.4. Clause 24 i.e. Arbitration: -

In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute DG, BSF for DG, DGS&D

3.5. Similarly, the reference to DGS&D wherever appearing may be suitably modified

3.6. Following amendments may be carried out in the Pamphlet NO DGS&D-229 containing various instructions to tenders.

Form No.DGS&D-230.

Reference to DGS&D wherever appearing in clause No.14,33,34,35, 39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as Deputy Inspector General (PSO), BSF, HQr BSF Meghalaya Frontier.

3.7 The above Pamphlet and the lists of corrections thereto can be obtained on payment from the office of DIG(PSO), HQ MEGHALAYA Ftr, BSF, PO- Umpling, Shillong Distt-Shillong, Meghalaya, PIN-793006.

4. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and returned to this office.

5. PURCHASER'S DISCRETION

- (i) Inspector General, HQrs BSF Meghalaya Frontier reserves the right to cancel/reject any or all the tenders without assigning any reason.
- (ii) Inspector General, HQrs BSF Meghalaya Frontier reserves the right to increase or decrease the quantity at any stage without assigning any reason.

Signature of tenderer

Date

Name of tenderer

- (iii) Inspector General, HQrs BSF Meghalaya Frontier reserves the right to change the consignee and allocation of quantity at any stage without assigning any reason.

6. TENDER COST

- (i) Tenderers must enclose Bank Draft of tender cost Rs. 500/- (Rupees Five Hundred) only in favour of IG BSF MEGHALAYA payable at SBI Laitumkhrah code no 2081 Campus.
- (ii) Only SSI Firms registered with NSIC or DGS&D are exempted from tender Cost, However their registration must be valid on the Tender opening date.
- (iii) The tender received without the required Bank Draft (Tender Cost) shall be rejected summarily.

7. EARNEST MONEY

- (a) All Firms who are not registered with NSIC or DGS&D 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.
- (b) For claiming exemption from depositing earnest money, tenderer should be registered with DGS&D/NSIC for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money.
- (c) Earnest Money can be deposited in any one of the following forms:-
- (i) A crossed Bank Draft drawn in favour of IG BSF MEGHALAYA and the draft should be payable at SBI Laitumkhrah, Shillong(Code No.2081).
- (ii) An irrevocable Bank Guarantee (BG) in the name of IG BSF MEGHALAYA of any Nationalized/Private Sector Scheduled Bank as per the formate given at -6A, if EMD is furnished in the form of BG, then it should be valid for 45 days beyond the validity period of the offer.
- (iii) A FDR drawn in favour of IG BSF MEGHALAYA.
- (d) 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.

Signature of tenderer

Date

Name of tenderer

(e) No interest shall be payable by the purchaser on the EM deposited by Tenderer.

(f) The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

(g) The EM of the successful Tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the Firm.

(h) 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.

(j) 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 bid to facilitate refund of Earnest Money in time.

(k) Any tender received from firm which is not registered with DGS&D or NSIC for the tendered stores, and is not accompanied with required Earnest Money in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the Firm from depositing Earnest Money

(l) Earnest Money should be deposited in the form of demand draft, bank FDR or Bank Guarantee in favour of IG BSF MEGHALAYA payable at SBI Laitumkhrah, Shillong(Code No.2081).

(m) Public sector undertaking or central/states owned companies are not exempted from the payment of earnest money unless registered with DGS&D / NSIC for subject stores.

8. PURCHSER PRICE PREFERENCE

The purchaser reserve the option to give a purchase / price preference to offers from public sector units and SSI units over other Firms in accordance with the policies of the Govt from time to time.

9. CAPACITY VERIFICATION

(i) Tenderers must furnish complete 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 reverified through the inspecting agencies/ BSF board of officers, irrespective of their registration status.

Signature of tenderer

Date

Name of tenderer

10. TWO BID SYSTEM

Tenderers are required to submit their offers in two bid system i.e in separate sealed covers as under:-

10.1 FIRST COVER SHOULD CONTAIN THE SCANNED COPIES OF FOLLOWING ELIGIBILITY INFORMATION (IN .PDF FILES):-

10.1.1 Scanned copy of Technical bid alongwith its specification leaflets, broucher, if any. Composition of technical bid like:-

- (a) Scanned copy of all the 4 schedules duly signed on each phase by the tenderer.
- (b) Scanned copy of appendices (1 to 7 & 9 to 11) duly filled in.
- (c) Scanned copy of any other relevant document which the firm wishes to submit,
- (d) Scanned copy of Technical details/leaflets/brochure of subject stores as per specifications.
- (e) Scanned copy of ECS Mandate Format

10.1.2 Scanned copy of documents of Earnest money and tender cost if applicable

OR

Scanned copy of DGS&D/ NSIC registration certificate

10.1.3 Scanned copy of PAN Number/ Proprietor's Individual PAN No. in case of Proprietorship concerns.

10.1.4 Only the Technical Bid will be opened on the date indicated for Tender opening. Price bids of only those Firms will be considered for opening whose offers are complete in all respect and fulfill the requirements as per specification.

10.2 SECOND COVER SHOULD CONTAIN THE FOLLOWING :-

10.2.1 Price bid / Financial Bid to be submitted as per financial Bid appendix-8.

10.2.2 Tenderer will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer (in PDF format).

Note :- Price bids of only those Firms will be considered for opening whose offers are complete in all respect and fulfill the requirements as per specification.

11. PRICE

11.1 The tenderers are required to quote prices on FOR Destination basis (Free delivery to consignee basis). Price will be quoted in figures as well as in words. L-1 for the store item will be decided inclusive of all Taxes / Duties and all other liveable charges. Format for submission of Price Bid is attached with Tender Enquiry at Appendix-8.

Signature of tenderer

Date

Name of tenderer

1.2 Firms should quote for the entire quantity/package, however, price break up wherever asked in the price bid is required to be given. Offers without the price break up are liable to be rejected.

11.3 Price quoted should be firm and final and no increase of what so ever due to increase in statutory levies or other taxes would be admissible to the firm.

11.4 Benefit of decrease in levies will be passed on to the purchaser.

11.5 Tenderers are required to indicate Basic Prices, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/ charges separately within the Performa for Price Bid given at Annexure-8. Taxes/ duties/ charges reflected outside the Performa will not be accepted. Tenderer must attach copies of Govt. Notification in support of all applicable Taxes/ duties/charges quoted in the offer.

12. 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.

13. MINIMUM QUANTITY TO BE OFFERED :

Tenderers are required to quote for full quantity of the stores. Offer of less than full quantity shall be rejected summarily.

14. PACKING & MARKING:

Packing and marking should be in proper manner.

15. DISPATCH INSTRUCTIONS AND DOCUMENTATION.

The seller shall intimate to the purchaser, by telex or fax and speed post seven (07) working days in advance, the mode of transport and probable date of delivery of consignment.

16. SUPPLY OF STORES

(i) Bulk supplies in the case of successful Tenderers should conform to Tender samples accepted in trail evaluation in all respect.

(ii) Tenderers will be fully responsible for proper testing of stores before delivery to the purchaser and final settlement of account.

(iii) The Store should be BRAND NEW, Lot / Model No. Batch No./ year of manufacturing name of manufacturer and other detail should be given.

Signature of tenderer

Date

Name of tenderer

17. 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 indicated in the tender documents.

18. RIGHT TO REJECTION

- (i) The decision of the IG BSF Meghalaya shall be final as to the quality of the stores and shall be binding upon the Tenderers and in case of any of the articles supplied not being found as per specification and approved sample 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.
- (ii) 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.
- (iii) The rejected items 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.
- (iv) 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.

19. PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES

- (i) Penalty @ 0.5% per week or part thereof of the contract value shall be levied for delay in supply subject to a maximum of 10% in the form of LD depending upon the circumstances of delay.
- (ii) 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. It could be in addition to the penalty for delay in supply.

20. (a) DELIVERY OF STORES

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

Signature of tenderer

Date

Name of tenderer

21. FALL CLAUSE

Fall Clause will be applicable on this contract which:-

- i) The price charged for the stores supplied under the contract by contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell store of identical description to any persons/organization during the currency of this contract.
- ii) If at any time, during the said period the contract 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 IG BSF MEGHALAYA and the price payment.

22. RISK PURCHASE CLAUSE

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.

23 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.

24 The purchaser reserves the option to give a purchase/price preference to offers from public sector units and SSI units over other Firms in accordance with the policies of the Govt from time to time.

25. PERFORMANCE SECURITY

- (i) In terms of clause 7 of condition of contract DGS&D-68 (revised) all the successful Tenderers against the Tender Enquiry irrespective of their registration status with DGS&D and NSIC shall be required to furnish 10% amount of contract value as security deposit within 15 days of issue of contract for the due performance of the contract. It should be valid up to 60 days beyond the expiry of Warrantee/Guarantee period. Bank Guarantee proforma is attached at Appendix-6B.

Signature of tenderer

Date

Name of tenderer

(ii) In case Performance Security is not deposited by the successful bidder within the stipulated time irrespective of any reason, after placing of AT / Supply order , EMD could be permanently forfeited and AT / Supply order would become liable for cancellation at the risk of the Firm. Foreign suppliers should also submit certificate / report from the chamber of commerce of country of origin of the manufacturer indicating the technical, production and financial capabilities etc. of the manufacturer. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

26. PERFORMANCE STATEMENT

- (i) Tenderers should submit their performance statement in the enclosed proforma at Appendix-4 of Tender Enquiry.
- (ii) The decision on the assessment of the past performance of the Tenderer by the IG BSF MEGHALAYA will be final.

27. LAW GOVERNING THE CONTRACT

- (i) 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.
- (ii) Jurisdiction of Court: The Courts of the Meghalaya shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

28. ARBITRATION

- (i) Arbitration proceedings shall be held at Meghalaya, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (ii) In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996.
- (iii) Sole Arbitration will be by Secretary, Ministry of Home Affairs, Govt. of India or by some other person appointed by him. As provided in clause 24 of General Condition of Contract form DGS&D -68 Ministry of Commerce Department of supply.

Signature of tenderer

Date

Name of tenderer

29. PENALTY FOR USE OF UNDUE INFLUENCE

- (i) 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. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.
- (ii) 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.
- (iii) 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 ability/penalty as the Purchaser May deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

30. AGENT AND AGENCY COMMISSION

- (i) The seller confirms and declares to the purchaser that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to award the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm irrespective of any such intercession, facilitation or recommendation.

Signature of tenderer

Date

Name of tenderer

- (ii) The Seller agrees that if it is established at any time to the satisfaction of the purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the purchaser that the seller has engaged any such individual / firm, and paid or intended to pay any amount gift, reward, fees, commission or consideration to such personal party, firm or institution, whether before or after the signing of this contract the seller will be liable to refund that amount to the purchaser.
- (iii) The purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such eventuality be liable to refund all payment made by the Buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- (iv) The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years.

31. ACCESS TO THE BOOKS OF ACCOUNT

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

32. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT

- (i) 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.
- (ii) 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.

Signature of tenderer

Date

Name of tenderer

33. 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.

34. 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.

35. TERMINATION OF CONTRACT

35.1 Time shall be the essence of the contract.

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

35.2.1 The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.

35.2.2 The Seller is declared bankrupt or becomes insolvent.

Signature of tenderer

Date

Name of tenderer

35.2.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.

35.2.4 In case Performance Security is not furnished within 15 days from the date of issuing of Supply Order.

36. CORRESPONDENCE PROCEDURE

36.1 Any query / Clarification / Representation related to this Tender must be strictly be addressed to DIG(PSO), HQ Meghalaya Frontier, BSF, PO - Rynjha, Distt - East Khasi Hills (Meghalaya), PIN-793006, FAX No. 0364-2230252 only, till the issuance of Supply Order.

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

36.3 Firm should intimate any change in their Address/ Telephone/ Fax/ e-mail immediately. The state of non- communication with firm at any stage will make the offer/ contract liable for rejection and cancellation respectively.

37. QUERY AND CLARIFICATION

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

37.2 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.

37.3 For any change in terms and condition of tender / Tender specification, the Tenderers are requested to visit our websites www.bsf.nic.in regularly. Any changes/ Modifications in tender enquiry will be intimated through these websites only.

37.4 Tenderers are advised to visit above websites regularly to obtain updated information.

Signature of tenderer

Date

Name of tenderer

38. EFFECTIVE DATE OF CONTRACT:

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

39. INSTRUCTION FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <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 submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

40.1 REGISTRATION

40.1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <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.

40.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

40.1.3 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.

40.1.4 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.

40.1.5 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.

40.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

Signature of tenderer
Date
Name of tenderer

40.2 SEARCHING FOR TENDER DOCUMENTS

40.2.1 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, organisation 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 organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

40.2.2 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 Tenders' 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 document.

40.2.3 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. 18002337315**).

40.3 PREPARATION OF BIDS

40.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

40.3.2 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 - 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.

40.3.3 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 / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

40.3.4 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.

Signature of tenderer

Date

Name of tenderer

40.4 SUBMISSION OF BIDS

40.4.1 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.

40.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

40.4.3 Bidder has to select the payment option as “ offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

40.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. 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.

40.4.5 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.

40.4.6 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.

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

40.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

40.4.9 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.

Signature of tenderer

Date

Name of tenderer

40.4.10 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.

40.5 ASSISTANCE TO BIDDERS

40.5.1 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.

40.5.2 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 233 7315.

40.5.3 For any queries, the bidders are asked to contact by phone: 0353-2580160, 2580161 or CPPP toll free no. 1800-233-7315.

41. PAYMENT OF ENTRY TAX

Entry tax as admissible to be paid by the successful bidder for supply of stores from outside of Meghalaya as entry tax while entering in Meghalaya which may be included in the financial bid.

(MAHENDRA SINGH)
Dy Inspector General (PSO)

For and on behalf of the President of India

Signature of tenderer

Date

Name of tenderer

TE No. Adm/Pur/Sports-Gym-Eqpts/BSF/2013/3140

Dated 12th Dec' 2013**SPECIAL INSTRUCTIONS**

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

1. Time and date of receipt of tender : ____ See Page No. 1
2. Time and date for opening of Tender: ____ See Page No. 1
3. Tender Cost : Rs.500/-
4. Stores : Gymnasium Equipments as per Schedule-III
5. Quantity

| Section | | Equipments | QTY |
|-----------------|----|---------------------------|--------|
| Cardio | 1 | Treadmill | 2 NOS |
| | 2 | Cross Trainer | 1 NO |
| | 3 | Recumbent Bike | 1 NO |
| Single Stations | 4 | Prone Leg Curl | 1 NO |
| | 5 | Converging Chest Press | 1 NO |
| | 6 | Diverging Lat Pull Down | 1 NO |
| | 7 | Converging Shoulder Press | 1 NO |
| | 8 | Rear Delt Fly | 1 NO |
| | 9 | Seated Row | 1 NO |
| Free Weight | 10 | Preacher Curl Bench | 1 NO |
| | 11 | Multi Adjustable Bench | 1 NO |
| | 12 | Adj. Decline Bench | 1 NO |
| | 13 | Flat Bench | 1 NO |
| | 14 | Back Extension Bench | 1 NO |
| Rack & Benches | 15 | Dumbbell Rack | 1 NO |
| | 16 | Olympic Bar Holder | 1 NO |
| | 17 | Plate Rack | 1 NO |
| | 18 | Abdominal Bench | 1 NO |
| Free Weights | 19 | Dumbbells | 200 KG |
| | 20 | Plates | 200 KG |
| | 21 | Rods | 4 NOS |

Signature of tenderer

Date

Name of tenderer

- 8 Terms of Delivery : Free Delivery to consignee basis.
- 9 Delivery period : (i) 60 days from the date of issue of Supply Order for entire quantity. This includes approval of advance samples.
(ii) If the supply order placed on any of the participating firms for the party quantity, the delivery period will be fixed keeping in view the quantum of order and the supply capacity of concerned firm.
10. Payment Terms : (i) 100% Payment of the stores supplied will be released on acceptance of stores by the consignee concerned.
- 11 Eligibility Criteria : Only those Firms should respond who are the Indian manufacturer /authorized dealer of stores specified in the Tender.
12. Pre-Bid conference : (i) It will be held on 26th Dec 2013 at 1530 hrs at HQ NO FTR BSF, PO - Umpling, Shillong, PIN-793006.

(MAHENDRA SINGH)
Dy Inspector General (PSO)
For and on behalf of the President of India

Signature of tenderer
Date
Name of tenderer

TE No. Adm/Pur/Sports-Gym-Eqpts/BSF/2013/3140

Dated 12th Dec' 2013

LIST OF STORES

| SL. No. | Equipment | Specification and Features | Qty. |
|---------|---------------|--|------|
| 01 | Treadmill | <p>Heavy Duty - Commercial Grade</p> <p>Should have 4 HP AC drive system OR Above Motorised System - offering elevation from 0 to 15% or above with graded elevation from 0.5 to 1%</p> <p>Speed Range - 1 to 20 kmph or above, with 0.1 kph interval Required.</p> <p>MET's count essential and should show time, incline, distance, speed, level, calories, heart rate, Workout profile.</p> <p>Should have Habasit 2 ply Running Belt with running area 60" X 20" or above</p> <p>Should be compatible with Polar chest wrap for ECG accurate Users Telemetric Heart rate feedback</p> <p>Should have Visual and audio feedback to indicate the start/ end of the program for User safety</p> <p>Additional controls required on Side/ Hand grip bars for speed and Incline control for user safety while workout</p> <p>Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid.</p> <p>Maximum user weight should be 175 Kg. or Above</p> <p>Product weight should be 150 Kg. or above</p> | 2 |
| 02 | Cross Trainer | <p>Heavy Duty - Commercial Grade</p> <p>Should have stride Length 19" or above</p> <p>Electromagnetic resistance with minimum 1 to 20 levels or above</p> <p>Should be compatible with Polar chest wrap for ECG accurate Users Telemetric Heart rate feedback</p> <p>Self Powered required for easy placement in facility</p> <p>Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid.</p> <p>Maximum user weight should be 175 Kg. Or above</p> <p>Product weight should be 85Kg. Or above</p> | 1 |

Signature of tenderer

Date

Name of tenderer

| | | | |
|----|-----------------------|--|---|
| 03 | Recumbent Bike | <p>Heavy Duty - Commercial Grade</p> <p>Electromagnetic resistance with minimum 1 to 20 levels or above Should be compatible with Polar chest wrap for ECG accurate Users Telemetric Heart rate feedback Self Powered required for easy placement in facility Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Maximum user weight should be 175 Kg. Or above Product weight should be 85Kg. Or above</p> | 1 |
|----|-----------------------|--|---|

Section II

| SL. No. | Equipment | Specification and Features | Qty. |
|---------|-------------------------------|---|------|
| 04 | Prone Leg Curl Machine | <p>Product Length should be between 60"- 65" Product Width should be between 40"- 45" Product Height should be between 65"- 70" Should have divergent pad angle eliminates lower back stress Should have Standard Range-Of-Motion Adjuster for individual preference of variable heights Product Weight should be 250 Kg. or above Weight stack should be 90 kg or above Should have Incremental Weight Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should have weight stack guards and pulley cover to protect from accidents Should be made of Round Tubing frame for Equipment stability</p> | 1 |
| 05 | Chest Press Machine | <p>Product Length should be between 60"- 65" Product Width should be between 55"- 60" Product Height should be between 65"- 70" Should have Independent Converging Movement to provides a natural path of motion. Product Weight should be 290 Kg. or above Weight stack should be 110 kg or above Should have Incremental Weight Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should have weight stack guards and pulley cover to protect from accidents Should be made of Round Tubing frame for Equipment stability</p> | 1 |

Signature of tenderer
Date
Name of tenderer

| | | | |
|----|---------------------------------|--|---|
| 06 | Lat Pull Down Machine | <p>Product Length should be between 55"- 60" Product Width should be between 30"- 35" Product Height should be between 85"- 90" Should have Independent Diverging Movement to provides a natural path of motion. Product Weight should be 235 Kg. or above Weight stack should be 110 kg or above Should have Incremental Weight Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should have weight stack guards and pulley cover to protect from accidents Should be made of Round Tubing frame for Equipment stability</p> | 1 |
| 07 | Shoulder Press Machine | <p>Product Length should be between 60"- 65" Product Width should be between 55"- 60" Product Height should be between 65"- 70" Should have Independent Converging Movement to provides a natural path of motion. Product weight should be 250 Kg or above Weight stack should be 90kg or above Should have Incremental Weight Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should have weight stack guards and pulley cover to protect from accidents Should be made of Round Tubing frame for Equipment stability</p> | 1 |
| 08 | Rear Deltoid Fly Machine | <p>Product Length should be between 50"- 55" Product Width should be between 35"- 40" Product Height should be between 65"- 70" Product should have optimized handle positions which reduce the need to adjust the seat position between rear deltoid and fly workout Product Weight should be 290 Kg. or above Weight stack should be 130 kg or above Should have Incremental Weight Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should have weight stack guards and pulley cover to protect from accidents Should be made of Round Tubing frame for Equipment stability</p> | 1 |

Signature of tenderer

Date

Name of tenderer

| | | | |
|----|-------------------|---|---|
| 09 | Seated Row | <p>Product Length should be between 60"- 65" Product Width should be between 35"- 40" Product Height should be between 85"- 90" Should have Multiple hand grips to exercise variety to train mid or upperback muscles. Product Weight should be 270 Kg. or above Weight stack should be 110 kg or above Should have Incremental Weight Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should have weight stack guards and pulley cover to protect from accidents Should be made of Round Tubing frame for Equipment stability</p> | 1 |
|----|-------------------|---|---|

Section III

| SL. No. | Equipment | Specification and Features | Qty. |
|---------|-------------------------------|---|------|
| 10 | Preacher Curl Bench | <p>Elbow pad should be angled such to vary resistance and improve user comfort Should be Round Tubing Frame for Bench stability Product weight should be 35 Kg or above Product length should be in between 35" to 40" Product Width should be in between 25" to 30" Product Height should be in between 35" to 40" Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should be made of Round Tubing frame for Equipment stability</p> | 1 |
| 11 | Multi Adjustable Bench | <p>Should have Flat ND incline bench in one piece Should be Round Tubing Frame for Bench stability Should have Seat pad and back pad adjustable for proper posture Should have Integrated wheels and handle to move from one place to another Product weight should be 60 Kg or above Product length should be in between 60" to 65" Product Width should be in between 25" to 30" Product Height should be in between 15" to 20" Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid. Should be made of Round Tubing frame for Equipment stability</p> | 1 |

Signature of tenderer

Date

Name of tenderer

| | | | |
|----|----------------------------------|--|---|
| 12 | Adjustable Decline Bench | <p>Bench should offers eight positions of adjustment from Min 15 and Max. 30°</p> <p>Should be Round Tubing Frame for Bench stability</p> <p>Should have Leg pads designed in fixed position for easy use</p> <p>Should have Integrated wheels facilitate to move here and there</p> <p>Product weight should be 35 Kg or above</p> <p>Product length should be in between 65" to 70"</p> <p>Product Width should be in between 20" to 25"</p> <p>Product Height should be in between 25" to 30"</p> <p>Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid.</p> <p>Should be made of Round Tubing frame for Equipment stability</p> | 1 |
| 13 | Flat Bench | <p>Bench should have 3-point contact to ground for improved leveling</p> <p>Should be Round Tubing Frame for Bench stability</p> <p>Should have Integrated foot supports for user stability</p> <p>Should have Integrated wheels facilitate movement</p> <p>Product weight should be 25 Kg or above</p> <p>Product length should be in between 45" to 50"</p> <p>Product Width should be in between 25" to 30"</p> <p>Product Height should be in between 15" to 20"</p> <p>Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid.</p> <p>Should be made of Round Tubing frame for Equipment stability</p> | 1 |
| 14 | Adjustable Back Extension | <p>Bench should have angled for user comfort and is ideal for lower-back exercise</p> <p>Should be Round Tubing Frame for Bench stability</p> <p>Should have Nine positions of adjustment to provide adjustment for users of high heights</p> <p>Should have Foot rests with lower-leg pads for stabilization and comfort</p> <p>Product weight should be 40 Kg or above</p> <p>Product length should be in between 45" to 50"</p> <p>Product Width should be in between 30" to 35"</p> <p>Product Height should be in between 25" to 30"</p> <p>Should be EN 957 certified, Copy of certification to be submitted by the bidder with the bid.</p> <p>Should be made of Round Tubing frame for Equipment stability</p> | 1 |

Signature of tenderer

Date

Name of tenderer

Section IV

| SL. No. | Equipment | Specification and Features | Qty. |
|---------|----------------------------------|--|--------|
| 15 | Olympic Weight Rack | Should have Heavy Guage steel frame with all four side welded construction Product length should be in between 20" to 25" Product Width should be in between 20" to 25" Product Height should be in between 40" to 45" | 1 |
| 16 | Dumbbell Rack | Should have Heavy Guage steel frame with all four side welded construction Heavy Duty 2" BY 3" Main frame Should have Storage space for ten pairs or more of any size dumbbells Product weight should be 145 Kg or above Product length should be in between 20" to 25" Product Width should be in between 60" to 65" Product Height should be in between 30" to 35" | 1 |
| 17 | Barbell Rack | Should have Heavy Guage steel frame with all four side welded construction Product length should be in between 10" to 15" Product Width should be in between 10" to 15" Product Height should be in between 5" to 10" | 1 |
| 18 | Rubberised Dumbbells | Non Metal Rubbersied Hexagonal shape Dumbbells Chrome Coated rods, Black color Hex shape Dumbbells The gripping rod should be grained to make it antiskid Should be in denomination of 2.5Kg | 200 kg |
| 19 | Rubberised Olympic Plates | Non Metal Rubbersied Coated Steering Plates With Bushes at center for least wear and tear while loading and Unloading on Barbells Should be steering shape Plates easy to handle, easy to load and off-load Should be in denomination of 2.5Kg | 200 kg |

Signature of tenderer
Date
Name of tenderer

| | | | |
|----|-------------------------|---|---|
| 20 | Olympic Barbells | Imported Olympic Diameter Barbells Should have anti skid gripping Chrome Coated, anti rust | 4 |
| 21 | Abdominal Bench | Should have extra-thick double-stitched pad Ab Board adjusts to 12 positions for increased or decreased difficulty when doing sit-ups or crunches Product length should be in between 50" to 55" Product Width should be in between 20" to 25" Product Height should be in between 50" to 55" | 1 |

Note :- Above Gym Equipment from Srl 1 to 14 of following International Brand are only required .

1. MATRIX
2. TECHNO GYM
3. LIFE FITNESS
4. CYBEX
5. OCTANE
6. ANY OTHER EQUIVALENT BRAND

(MAHENDRA SINGH)
Dy Inspector General (PSO)
For and on behalf of the President of India

Signature of tenderer
Date
Name of tenderer

SCHEDULE-IVLIST OF CONSIGNEE[S]

TE No. Adm/Pur/Sports-Gym-Eqpts/BSF/2013/3140

Dated 12th Dec' 2013Name & Address of consignee and Quantity

Name of item : Gymnasium Equipments

| S N | Details of Consignee | Rail Head | Qty (In Nos) |
|--------|---|-----------|------------------------|
| 1. | Ftr HQ BSF Umpling, Meghalaya, Distt: EAST KHASI HILLS, SHILLONG – 793006 | Guwahati | As per Schedule-III |

(MAHENDRA SINGH)

Dy Inspector General (PSO)

For and on behalf of the President of India

Signature of tenderer

Date

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 communications to this office

From :

TENDER NO.

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you May specify in the acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____, I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood all the instructions to Tenderers in the Tender Enquiry and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

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

4. All the appendices from 1 to 7 & 9 to 11 in Technical bid envelope & appendices No.8 in price bid envelope have been submitted duly filled in & signed.

5. The following pages from page No.1 to Page No. _____ have been added to and will form the part of this tender.

Yours faithfully

SIGNATURE OF TENDERER) _____
ADDRESS _____
DATED _____

SIGNATURE OF WITNESS _____
ADDRESS _____
DATED _____

DETAILS OF MANUFACTURER

1. (a) Name :
- (b) Office :
 - (i) Address :
 - (ii) Telephone :
 - (iii) Land line :
 - Mobile :
 - (iv) Fax :
 - (v) e-mail :
- (c) Works :
 - (i) Address :
 - (ii) Telephone :
 - (iii) Fax :
- (d) Contact person including :

Name of Head of Firm as well as of Board of Director (i) Name :

 - (ii) Designation :
 - (iii) Telephone :
 - Land line :
 - Mobile :
 - (iv) Fax :
 - (v) e-mail :
- (e) supporting authorisation documents (Kindly Attach) :
2. Details and Address of Subsidiary Office(s) :
3. In case of foreign firm, contact person in Delhi/ India.
 - (a) Name :
 - (b) Address :
 - (c) Name of company :
 - (d) Telephone :
 - Land Line :
 - Mobile :
 - (e) e-mail :
 - (f) Fax :

Signature of tenderer

Date

Name of tenderer

- (g) Certificate of Authorised distributor/dealer (Kindly Attach) :
4. Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations.
 5. Gross weight of consignment. (Net weight of each item)
 6. PAN
Confirm whether you have attached photocopy of PAN Card duly attested.
 7. Status
Indicate whether you are PSU or SSI.
Are you registered with DGS&D for the item quoted? 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.

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 certificate indicating the items for which you are registered.
 8. Banker :-
 - (a) Name :
 - (b) Address :
 - (c) Telephone :
 - (d) e-mail :
 - (e) Fax :
 9. Business name and Constitution of the Firm. Is the firm registered under:-
 - (i) The Indian Companies Act, 1956

Signature of tenderer

Date

Name of tenderer

- (ii) The Indian Partnership Act, 1932. (Please also give name of partners)
- (iii) Any Act; if not, who are the owners. (Please give full names and address.)
10. Whether the tendering firm is Manufacturer of the store specified in the tender.
11. (a) If stores offered are manufactured in India, state whether all the raw materials, components, etc used in their manufacturing 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.
12. State whether raw materials held in stock are sufficient for the manufacture of the stores.
13. Please 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.
14. 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 Conditions of Contract form DGS&D-68(Revised)

Signature of tenderer

Date

Name of tenderer

(Your acceptance of non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the Clause).

15. 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 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.

Signature of tenderer
Date
Name of tenderer

- 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.

16. 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

Name of tenderer

17. Are you.
- (i) Holding valid Industrial Licence(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 licencing 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 licence 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 licence is required for the purpose of raw materials and/or that you possess the required licence.
18. State whether business dealings with you ave been banned by Min./Deptt of Supply/Min. of Home Affairs?
19. Have your Firm ever been black listed or debarred by any Govt or Semi Govt or Autonomous bodies
20. Confirm that you have read all the instructions carefully and have complied with them accordingly.
21. Sale Tax office Address and Telephone/Fax numbers.

Signature of tenderer

Date

Name of tenderer

- 22. Detail of last income Tax return
(Enclose Copy)
- 23. Name and details of Authorized Person detailed For dealing this case with BSF for this Tender (Photo Copy of I-Card to be attached)
- 24. Income Tax office Address.

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

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.

- 25. Change of name of the Firm if any since origin, :
with date and reasons thereof

APPENDIX -3

QUESTIONNAIRE ABOUT MANUFACTURER

- 1. Name & Address of contractor _____
- 2. a) Whether registered with DGS&D for subject stores Yes No.
- b) If yes, monetary limit Rs. (Lakh) (Without limit)
- c) Validity Date Permanently
- 3. a) Whether registered with NSIC for subject store Yes No

Signature of tenderer
Date
Name of tenderer

-
- b) If yes, monetary limit Rs. (Lakh) (Without limit)
 (Enclose attested photocopy of Regn. Certificate)
- c) Validity Date | | | | | | | 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 store to DGS&D Or Min. of Home Affairs during the last 3 years. Yes No
 (If yes, submit performance report in enclosed Performa)
6. Terms of delivery: (i) FOR Destination for Indigenous Manufacturer
 (Free delivery to consignee basis)
 (ii) CIF, IGI Airport, New Delhi for Foreign Manufacturer.
7. a) Delivery period in months from Months
 the date of placement of order/
 Approval of Advance Sample.
- b) Monthly rate of supply.
8. Acceptance to conditions of contract as
 Contained in DGS&D-68 (Revised) amended Yes No
 up to date and those contained in
 Pamphlet No. DGS&D-229 read with
 Annexure attached.

Signature of tenderer
 Date
 Name of tenderer

9. Have you enclosed required Earnest Money :
Yes No

10. Do you accept tolerance clause :
Yes No

11. Is your firm eligible to received Govt Contract for the tendered stores under the provision of law of the land.
Yes No

12. Have your firm ever failed to complete ordered supply and tendered short closed.
Yes No

14. Whether your firm is compliant On environmental sage guards.
Yes No

15. Has ever been any FIR compliant lodged against your firm with Police.
Yes No

16. Kindly give details if any.

Signature of Tenderer _____

Name in Block letters _____

Capacity in which _____
Tender is signed

Full Address _____

PERFORMANCE STATEMENT

1. Name of Firm_____

2. Details of orders executed/completed in last 03 years:-

MEGHALAYA :- Proforma given below be properly filled with correct details, else all supporting documents are liable to be treated as invalid and Bids may become liable for rejection.

| S No | Order Placed by whom with Order No. & Date | Store | Qty | Value | Original delivery Period | Extend ed Delivery Period | Quality Supplied | | Remarks (To include Reasons for Delay/ Cancellation/ Complaints etc. |
|------|--|-------|-----|-------|--------------------------|---------------------------|------------------|------------------|--|
| | | | | | | | In origin al D/P | In exten ded D/P | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

3. Year of Origin of Firm :

4. Yearly Turn over :

5. Yearly manufacturing capacity in Quantitative terms:6

6. Present contracts in hand with quantity and delivery period details:

7. Supporting documents, like copies of supply order, Inspection/JRI/note, etc for executed orders.

Signature of tenderer

Date

Name of tenderer

FORM -7PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN DUPLICATE)

Tender No. & Date _____ for the supply of _____.

1. Details of firm
 - (a) Name :
 - (i) Office :
 - (ii) Address :
 - (iii) Telephone :
 - (iv) Fax :
 - (v) e-mail :
 - (vi) Mobile No. :
 - (b) Works :
 - (i) Address :
 - (ii) Telephone :
 - (iii) Fax :
 - (iv) e-mail :
 - (v) Mobile No. :

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 stores 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).

Signature of tenderer

Date

Name of tenderer

4. Whether the process of manufacture in factory is carried out with the aid of power or without it.
5. Details and stocks of raw material held (state whether imported or indigenous) against each item.
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 incharge of production & quality control.
 - (b) Skilled labour
employed.
 - (c) Unskilled labour
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 _____

N.B. : (1) Details under column 5 to 10 inclusive need to be restricted to the extent they pertain to the item(s) under reference.

BANK GUARANTEE FORMAT FOR FURNISHING EMD

TO

IG BSF MEGHALAYA,
HQ MEGHALAYA Ftr,
PO-Umpling, Shillong
Distt-Shillong, Meghalaya, PIN-793006.

Whereas.....
(hereinafter called the " Tenderer")has submitted their offer dated..... for the supply of.....(hereinafter called the " tender")against the purchaser's tender enquiry No.....
.....KNOW ALL MEN by these presents that WE.....
.....of.....having our registered office at.....are bound unto(hereinafter called the " Purchaser)in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of.....2013/14.

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

APPENDIX-6(B)

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(Ref. Para 7.4 of Chapter 7)

(BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To

The IG BSF MEGHALAYA,
HQ MEGHALAYA Ftr,
PO-Umpling, Shillong
Distt-Shillong, Meghalaya, PIN-793006.

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

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

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

NOW THEREFORE, we hereby affirm that we are guarantors and
responsible to you on behalf of the supplier, up to a total of
.....
.....(amount of the guarantee in
words and figures), and we undertake to pay you, upon your first written demand
declaring the supplier to be in default under the contract and without cavil or
argument, any sum or sums within the limits of (amount of guarantee) as
aforesaid, without your needing to prove or to show grounds or reasons for your
demand or the sum specified therein.

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name & designation of the officer

.....

Seal, name and address of the bank
and address of the Branch With Telephone No.

APPENDIX-7GUARANTEE/WARRANTY

- (i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 03 Year (36 Months) or the Manufacturer's / Dealers standard Guaranty/ Warranty whichever is more from the date of delivery of the said goods/stores/articles to the purchaser including 03 years (three years) free maintenance and notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid Guaranty/ Warranty period, the said stores/goods/articles be discovered not to conform to the description and quality 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 goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/ stores/ articles rectified from the date of rectification thereof. In case failure of the contractor to rectify or replace the goods etc. within specified Time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.
- (ii) The Store supplied against an order shall bear warranty of the contractor against defective material/ workmanship and performance for a period of three year from the date of receipt of the stores at consignee depot. If during the period the stores supplied are found by the consignee to be so defective, the same shall be replaced immediately with serviceable stores, without any charges or cost.
- (iii) If during this period, the stores supplied are found to be so defective the same shall be replaced immediately with the serviceable stores by the contractor at site free of any charges or cast or the contractor supplying such defective stores shall accept as suitable price penalty for the defective stores as may be decided by the purchasing officer on the recommendation of the Quality Assurance Authority.
- (iv) In case, Manufacturer's Standard Guarantee / Warrantee is for more than 03 year (36 Months), than it will be applicable to purchaser also.
- (v) Warranty period will start from the date of acceptance of stores in satisfactory condition after due inspection at consignee location.

Signature of tenderer

Date

Name of tenderer

- Note: (i) The Complete commercial quote should be in one currency i.e. Indian Rupees only. Currency of price should be clearly mentioned.
- (ii) Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt/Semi Govt Organization etc.
- (iii) Rates will be compared by taking account inclusive of all Taxes & Duties to decide L-1.
- (iv) Entry Tax/ Octroi/Toll Tax and other Statutory Taxes will be applicable at actual, If admissible.
- (v) Tenderers are required to indicate Basic Rate, Customs Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/ charges separately within above Proforma. Such details reflected outside the Proforma will not be accepted.
- (vi) No column to be left blank. Wherever amount is not quoted, the column should be clearly marked as 'Nil.
- (vii) The L-1 rate will be decided item-wise and BSF will be at liberty to procure different items from different vendors leased upon L-1 rate.
- (viii) The decision /interpretation of BSF shall be final in all respect.

Signature of tenderer

Date

Name of tenderer

// C E R T I F I C A T E //

I/we the bidder, Proprietors / Partners / Directors of M/s
..... is hereby certified that any one of us is
not related to any employee of BSF involved in purchase.

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

Signature of Tenderer
Date with stamp
Name of Tenderer

// AUTHORITY LETTER //

I/we the bidder, Proprietor(s)/Partners / Directors of M/s
is hereby authorized
 Mr./Ms.....S/D of
 whose full address and specimen
 signature are appended below to participate in the technical / financial bid of

FULL ADDRESS OF PARTICIPANT

SPECIMEN SIGNATURE

- 1.
- 2.
- 3.

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

Signature of Tenderer
 Date with stamp
 Name of Tenderer

complied with the following requirements:-

| S.N | Requirements to be checked before submission of the Tender |
|-----|--|
| 1 | Cost of Tender has been enclosed with Tender document, if downloaded from website. If not, then supporting documents proving exemption to this enclosed |
| 2 | Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this enclosed. |
| 3 | If registered with NSIC or / and DGS&D, copies of valid registration certificate enclosed. |
| 4 | If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed. |
| 5 | Monthly manufacturing & supplying capacity has been mentioned in the tender documents |
| 6 | Complete tender documents have been enclosed, after signature & stamping on all pages |
| 7 | Signatures of witness with full name and address have been added wherever required on tender documents |
| 8 | Proposal has been submitted in two bid system- Technical Bid & separate Price Bid as per tender enquiry |
| 9. | Offer validity as required in tender has been accepted & clearly mentioned in tender documents |
| 10 | Delivery Terms & Period as per tender has been accepted and mentioned in tender |
| 11 | Payment Terms as per tender have been accepted and mentioned in tender |
| 12 | Compliance statement in format required in tender has been enclosed along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not |
| 13 | Performance statement for 3 years as required in tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing. |
| 14 | Warranty terms as per tender accepted |
| 15 | Status of Tender has been clearly written in Tender- manufacturer or manufacturers authorized dealers. If authorized dealers, valid authority letter for the stores quoted from the manufacture has been enclosed. If agent of foreign principal, copy of valid DGS&D registration certificate as Indian Agent of Foreign Principal enclosed. If not, reason in writing be given. |
| 16 | The following proformas enclosed with tender have been properly & completely filled in, signed & stamped (i) Form 68(A)- Offer of stores (ii) Details of manufacturer (iii) Questionnaire. (iv) Form 7, Proforma for equipment & quality control. |
| 17 | The Tenderer has clearly mentioned in writing that business dealings with their Firms have not been banned by any Govt/Private agency. |
| 18 | If the Tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration. |
| 19 | Tenderer will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer. |