

BSF SENIOR SECONDARY SCHOOL,
Paloura Camp, Jammu (J&K)

(Tele 0191 2586073)

No. 202/AO/Sr. Sch/2017/

Dated '2017.

Subject : LIMITED TENDERS FOR SUPPLY OF SCHOOL MAGAZINE
TRIDHARA FOR SESSION 2016-17

2. The complete Tender Set can be purchased from the Office of the undersigned on payment of Rs. 200/- either cash or in the shape of demand draft favouring Principal BSF Sr. Sec. School, Jammu payable at Jammu on any working day between 9.00 am to 2.00 pm from _____ to _____. However, details of Tender, specifications & features and detail instructions is also available on our school Website www.bsfschooljammu.org. The tenderers can download the tender set from school website.

3. This tender enquiry has following Appendix:-

(I) APPENDICES (to be filled & submitted by Tenderer)

(i)	Appendix-1	=	Tender Inquiry and terms & conditions
(ii)	Appendix-2	=	Performa for submission of price Bid
(iii)	Appendix-3	=	Specifications of stores
(iv)	Appendix-4	=	Performa for acceptance of terms & condition of supply
(v)	Appendix-5	=	Authorization Certificate to attend at the time of Tender
(vi)	Appendix-6	=	Non Relationship certificate..
(vii)	Appendix -7	=	Certificate required to be submitted by the tenderer.

Encls : Aforesaid schedules & enclosures.

Yours sincerely,

Principal
BSF Sr. Sec. School, Jammu

CONDITION OF TENDER

1. Details of items : Supply of school Magazine -श्रीधरा for the session 2016-17
2. TIME AND DATE FOR RECEIPT OF TENDERS : 1400 HRS ON _____.
3. Place for submission of tender : BSF Sr. Sec. School, Paloura Camp, Jammu
4. Time and date and place a) Tenders to be opened on _____ at 1100 Hrs at Ftr HQr BSF Jammu or as decided by the Presiding Officer.

6. TENDER COST

- (i) Tenderers must enclose Bank Draft of tender cost Rs. 200/- (Rupees Two Hundred) only in favour of Principal BSF Sr. Sec. School, Paloura Camp, **Jammu**, payable at PNB Paloura Camp, Jammu or in any Nationalized Bank located in Jammu if the tender is downloaded. Cost of Tender will be deposited in cash if tender is purchased by hand. **(The tender cost is not refundable)**
- (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 : Rs. 5000/- (Rupees Five Thousand) only.

- (a) All Firms shall deposit a sum of Rs. 5000/- in the shape of FDR / CDR (from any Nationalized Bank) pledge to IG BSF, Paloura Camp, Jammu for the subject stores for which the offers are being invited, as **EARNEST MONEY (EM)** equivalent to the amount as mentioned in the tender schedule.
- (b) The Earnest Money shall be valid and remain deposited with the purchaser till the finalization of tender.
- (c) No interest shall be payable by the purchaser on the **EM** deposited by Tenderer.
- (d) The **EM** deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender.
- (e) 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.
- (f) If the successful Tenderer fails to furnish the Performance Security Deposit as required for the supply within the stipulated period, the **Earnest Money (EM)** shall be liable to be forfeited by the purchaser.
- (g) **EM** of the unsuccessful Tenderers shall be returned within 30 days of finalization of tender.
- (h) Any tender received from firm and 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.
- (i) Earnest Money should be deposited in the form of CDR / FDR in favour of IG BSF, Ftr HQ, Paloura Camp, Jammu (J&K) payable at PNB, Paloura Camp, Jammu or any Nationalized Bank located in Jammu.

8. DELIVERY OF STORES

Stores be delivered at **BSF SENIOR SECONDARY SCHOOL, PALOURA CAMP, JAMMU.**

9. RATE :-

Tenderer may quote the rate in the Tender Form or attach his own letter pad. All taxes/other charges should be clearly indicated in the quotation. Stores be delivered at the place mentioned at Para 8 above. No extra charges/taxes over and above the quoted rate in any form will be borne by the department. The rate quoted will be firm and final and no amendment/alternation to the rate quoted in the tender will be accepted at a later date. No extra cost will be borne by the school. Therefore, rate be quoted accordingly. No representation will be entertained for change in tenderer's name quoted or any other alternation in respect of any of the contracted articles/goods during the currency of the contract.

10. **CLEARANCE CERTIFICATE** :If required at later stage, Company / Firm shall provide proof of past performance / Experience as well as financial position in the form of Balance Sheet etc and below mentioned documents should be attached with the tender form :

- (I) Sale tax & Income tax Clearance certificate and photo copy of Tin No & PAN No
Validity of Offer/Rate/Bid.
- (ii) Registration of firm.
- (iii) Certificate that the bidders not related to any employee of BSF. As per performa enclosed
- (iv) Tender cost either to be purchased from school or in the shape of Demand Draft. .
- (v) Bid documents must be signed by the bidder on all pages.

- (xii) All cuttings/amendments must be signed in full else the same will become **INVALID**.

11. **PRICE**

- (i) Price will be quoted in figures as well as in words in Indian Currency only. L-1 Firm would be decided by adding the cost of all the Equipmentø, Guarantee/Warranty including all other leviable Taxes and duties.
- (ii) The bidders should take into account any local duty, taxes, octroies etc. while quoting their rates for FOR at Paloura Camp (Jammu)

12. **MINIMUM QUANTITY TO BE OFFERED** –

Tenderers are required to quote for full quantity of the stores.

13. **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.

14. **SUPPLY OF STORES**

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

15. **EFFECTIVE DATE OF SUPPLY OF GOODS**

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.

16. **RIGHT TO REJECTION**

- (i) The decision of the Inspector General, B.S.F. Jammu Ftr 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 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 consigneesøpremises within 15 days from the date of the intimation about rejection at the risk and cost of the Tenderer.
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.

17. **PENALTY FOR DELAY IN SUPPLY**

If the firm (S) whoø tender (S) is / are accepted fail to supply the stores within stipulated time, the following penalty will be imposed.

- (a) First fortnight from the date of expiry of stipulated time: one percent cost of remaining supply.
- (b) For second fortnight: two percent cost of remaining supply.
- (c) For third fortnight: three percent cost of remaining supply.
- (d) If the stores are not supplied up to fourth fortnight, complete security money will be forfeited.

The payment of stores supplied will be made within 45 days from the date of receipt of bill of stores.

18. **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.

19. **FALL CLAUSE**

Fall Clause will be applicable on this contract which:-

- i) The price charged for the stores supplied under the supply order by contractor shall in no event exceed the lowest price at which the supplier 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 supplier 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 current tender, it shall forthwith notify such reduction or sale or offer of sale to the Inspector General, BSF Jammu Ftr and the price payment.

20. **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/NIT, 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 supply order or even from the pending bills with any other Government Department/Ministry/Private Organization.

21. In the event of a supply order being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the seller, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the seller.

22. **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 5% amount of total value of supply as security deposit within 15 days of issue of supply order. It will be repaid after the expiry of supply of stores successfully. It will be forfeited in case of breach of any of the conditions..
- (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.

23. **LAW GOVERNING THE CONTRACT**

- (i) This Tender shall be governed by the laws of India for the time being in force. The Tender shall be interpreted in accordance with these laws.
- (ii) Jurisdiction of Court: The Courts of the Jammu shall alone have jurisdiction to decide any dispute arising out of or in respect of the Tender.
- (iii) In case of any dispute, the decision of the Inspector General, Border Security Force, Jammu will be final. However, in case of adjusication, only the court of Jammu shall have the jurisdiction.

24. **ARBITRATION**

- (i) Arbitration proceedings shall be held at Jammu (J&K) 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 supply of goods, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996.

25. **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 or inducement to any person in service of the Purchaser or otherwise in procuring, the Tender or Forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Tender 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 supply order and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.
- (i) 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.
- (ii) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/ employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the Purchaser May deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

26. **AGENT AND AGENCY COMMISSION**

- (i) 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.
- (ii) The purchaser will also have a right to consider cancellation of the Tender 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 Tender 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 Tenders concluded earlier with the Government of India or from any other private organization.
- (iii) The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years.

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

In case it is found to the satisfaction of the purchaser that the seller has engaged an Agent or paid commission or influenced any person to obtain the Tender 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.

28. **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 as 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.

29. **TERMINATION OF CONTRACT**

- (i) Time shall be the essence of the contract.
- (ii) The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-
 - (a) The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery material is delayed due to causes of **Force Majeure** by more than **60 days**.
 - (d) In case Performance Security is not furnished within the stipulated time.

30. **CORRESPONDENCE PROCEDURE**

- (i) Any Query /Clarification/ Representation related to this Tender must be strictly be addressed to Principal BSF Sr. Sec. School, Paloura Camp, Jammu (J&K) Tele Fax No. 0191- 2586073.
- (ii) Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.
- (iii) 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.

31. **QUERY AND CLARIFICATIONS**

- (i) 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.
- (ii) For any change in terms and condition of tender / Tender specification, the Tenderers are requested to visit our school website www.bsfschooljammu.org regularly. **Any changes /modifications in tender enquiry will be intimated through these websites only.**
- (iii) Tenderers are advised to visit above websites regularly to obtain updated information.

32. **SUBMISSION OF TENDER**

- (i) The Tender shall be submitted in English language only. Bid submitted in any other language is liable to be rejected summarily.
- (ii) Tender documents to be dropped in Tender Box Kept at BSF Sr. Sec. School, Paloura Camp, Jammu.(J&K) .

Principal, BSF Sr. Sec. School,
Paloura Camp, Jammu (J&K)
Tele No. 0191- 2586073
- (iii) LATE TENDERS DUE TO ANY REASON WHATSOEVER SHALL NOT BECONSIDERED.

33. **RETURN OF BID DOCUMENTS :-**

Bid documents once submitted will not be returned.

Principal
BSF Sr. Sec. School, Jammu

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 | : | ø 2017 at 1400 Hrs. |
| 2. | Time and date for opening of Tender | : | ø 2017 at 1100 Hrs. |
| 3. | Tender Cost | : | Rs. 200/-- (Rupees Two Hundred only) |
| 4. | Stores | : | Supply of school Magazine of Tridhara
For session 2016-17 |
| 5. | Quantity | : | 1950 nos |
| 6. | Estimated Cost | : | N/A |
| 7. | Validity of offer | : | 90 days |
| 8. | EMD | : | Rs. 5000/- (Five Thousand) only |
| 9. | Terms of Delivery | : | Free Delivery to Consignee basis. |
| 10. | Delivery period
AT/Supply | : | (i) Within 30 days (one months) from the date of issue of order.
(ii) No lead time will be given.
(iii) No grace period will be given. |
| 11. | Payment Terms | : | (i) The Payment to the firm will be made after complete Supply of required material in school, survey, inspection by authorized BOO of Ftr HQ BSF, Jammu and found fit as per specifications of school..
(ii) The payment will not be made of default period. |
| 12. | Attending at the time of opening Tender | : | If a person other than Bidder attending the tender, an authority letter from the tenderer is mandatory for his participation as per performa enclosed |

Principal

BSF Sr. Sec. School, Paloura Camp, Jammu

NAME OF THE FIRM WITH TAN NO.....

S No.	No. of School Magazine %Tridhara+ Session 2016-17	Specification / details	Terms & conditions	Last date of receipt of tender	Opening of tender date and time	Amount of earnest money/ deposit	Rate per steel book case & steel cabinet to be written both in words & figures with ink	Total Amount
1	1950nos	Enclosed in Tender form	Enclosed In tender form			Rs. 5000/- (Rs.Five Thousand five hundred) only in the shapeof CDR/FDR.as mentioned in tender form		

1. Purchase of School Magazine: Specification and features as per Annexure .
2. Terms and Conditions : Enclosed as per Annexure
3. Any other terms and conditions, the Company intend to quote (Separate sheet) may be attached if space is found insufficient).

Signature of
Authorised
Signatory

BSF SENIOR SECONDARY SCHOOL, JAMMU.**2 SPECIFICATION FOR THE PRINTING OF SCHOOL MAGAZINE " TRIDHARA "**

<u>S. No.</u>	<u>Name of items</u>	<u>Quantity Required</u>	<u>A/U</u>	<u>Amount of Earnest Money to be deposited</u>	<u>Rate of firm to be written both in words and figures with INK</u>
1	Four colour on 130gsm imported Art paper for Messages and Photographs, 4 pages Multicolour title on 300 gsm imported Art Card, Printing perfect binding size 28cm x 21.5cm.	1950nos		5000/-	
	i) Title pages on Art Card paper with Four colour printing - 04 pages on 300 gsm With U.V coating on Title page and Glue binding (perfect).				
	ii) Total pages - 100 nos (Glossy superior paper)				
	iii) Colour pages - 24nos (with colour photographs & M/colour printing, 130 gsm)				
	iv) Black and white - 76 pages (with Black / white offset printing, 130 gsm)				
	v) Rates should be inclusive of all taxes and FOR School. The firms should clearly mention The percentage of VAT.				
	vi) The firms should attach copy of TIN Number Certificate / Registration Certificate of the Firm				

APPENDIX-IV

No. 202/AO/Sr. Sch/2016/

Dated .

CERTIFICATE FOR ACCEPTANCE OF TERMS AND CONDITION OF SUPPLY

1. I/we hereby undertake to agree with all the terms and conditions given in the Tender Enquiry No. 202/AO/Sr. Sch/2017/ Dated 2017 and we undertake to supply of School Magazine 'Tridhara' for session 2016-17 as per the specification.

SIGNATURE OF THE TENDERER: _____

APPENDIX-V

AUTHORIZATION CERTIFICATE TO ATTEND AT THE TIME OF TENDER

No. 202/AO/Sr. Sch/2017/

Dated 2017.

I the bidder, Proprietor of M/s _____ is hereby authorize Sh. _____ S/o _____ whose specimen signatures are appended below, to attend the tender of _____ (name of item) on behalf of me.

Sign. Of proprietor

Name of Proprietor

SPECIMEN SIGNATURE

1. _____ 2. _____

3. _____

ATTESTED

Sign. Of proprietor

CERTIFICATE THAT THE BIDDER NOT RELATED TO ANY EMPLOYEES IN BSF

No. 202/AO/Sr. Sch/2017/

Dated

' 2017.

It is certified that I _____(name) S/o Shri _____
(Father name) proprietors/owner/partners of M/s _____ is not related to any person serving in
BSF.

Sign. Of proprietor

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.

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 and price bid have been submitted duly filled in & signed.
5. The following pages from page No.1 to Page No._____ have been added to and will form the part of this
tender.

Yours faithfully

SIGNATURE OF TENDERER
ADDRESS _____
DATED _____

SIGNATURE OF WITNESS .
ADDRESS _____
DATED _____