

**Govt. of Uttarakhand
Office of the Director General of Police
Police Headquarters, Uttarakhand
12, Subhash Marg, Dehradun**

**Tel. 0135-2712685
Fax. 0135-2712080**

**Web: www.Uttarakhandpolice.com.
Date: Dehradun: November ,2010**

Tender No:- DG-III-141/2010

- 1- On behalf of the Governor of Uttarakhand, sealed short term tenders are invited from manufacturing units/Dealers for the supply of stores for the use of Uttarakhand Police as detailed in the said schedule i.e. Technical and Price Bids separately.
- 2- The conditions of contract, which will govern any contract made, are contained in the schedule attached. Any special conditions attached to this invitation to tender will also form part of the conditions.
- 3- If you are in position to quote for supply in accordance with the requirement stated in the attached schedule, the same will be filled in, signed and returned to this office. You must also furnish with your tender all information called for, as indicated in the schedule. A list of questions as given at paragraph **40** of the schedule should also be answered with the tender, failing which your tender is likely to be ignored and not considered.
- 4- The tender should be addressed to "The Chairman Purchase Committee, Police H.Q., 12-Subhash Road, Dehradun". The bids will be in two parts, viz. technical bids and commercial bids. Both these bids will be in separate sealed envelopes endorsed as "**Tender for Kit Box -**" Please give your final technical and commercial offers. This tender is not transferable. The following point will be strictly adhered to while filling up the forms:-
 - (a) **Company will affix their company's stamp in the space provided at the top of each sheet and authorized signatory of the company must sign this also.** Additional sheets duly authenticated may be attached to elucidate specification or clarify a point. Without the above, bids will be rejected/liable to be rejected.
 - (b) The costs to be indicated for each item should be the landed cost of the item, inclusive of all taxes, levies, freight etc.
 - (c) Total cost for the full quantity to be supplied will be clearly indicated. Incomplete quotations will be rejected.
- 5- Earnest Money as indicated in the schedule of tender enquiry will be deposited along with tender form (**Technical Bid**). Offers received without Earnest Money are liable to be rejected.

(Kumar Vishwajeet)
D.I.G. (P&M)
Chairman
Purchase Committee,
Police H.Q., Uttarakhand
Dehradun.

Company's Stamp/Seal

Signature-----
(Authorised Signatory)

Dated:

Name

TENDER ENQUIRY

Tender enquiry No. **DG-III-141/2010**

Dated: November .2010

1- Dates and Time schedule for tender are given as follows:-

S. No.	Scheduled	Date	Time	Place
1.	Last date for receipt of tender	13-12-2010	17:00 PM	PHQ 12-Subhash Road Dehradun
2.	Opening of Technical Offer	14-12-2010	10:30 AM	PHQ 12-Subhash Road Dehradun
3.	Demonstration of Equipment/Sample	15-12-2010	10:30 AM	PHQ 12-Subhash Road Dehradun
4.	Opening of Financial Offer	16-12-2010	10:30 AM	PHQ 12-Subhash Road Dehradun

2- Details of Stores :-

Sl. No.	Description	Unit/Quantity
1	Kit Box	374 Nos.

Qualitative Requirements and specifications **AS PER P.H.Q. SAMPLE**

3- The Tendering firms are requested to submit their sealed offer in two parts (Technical Bid and Financial Bid) as per the instructions given in tender document.

4- The 'Technical Bid' and 'Commercial Bid' are to be submitted in two separate sealed envelopes clearly super scribed "Technical Bid" and Financial Bid" in Bold Letters. The Tender No. and date should also be mentioned on the top of envelopes.

5- Both the sealed bids should be kept in One sealed envelope super scribed with tender No. and name of item.

6- **Tender Fee:- Rs. 265/-**

The tender document can be obtained on working days between 10.00 AM to 17.00 PM from the Section Officer-III Police Head Quarter, Uttarakhand, Dehradun on payment of tender fee through Demand Draft. in favour of Inspector General of Police Head Quarter, Dehradun.

7- Tender documents downloaded from Uttarakhand Police website are allowed provided the tender fee through Demand Draft is submitted along with technical bid. (Website-www.Uttarakhandpolice.com).

Company's Stamp/Seal

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8- **Earnest Money (Bid Security) Rs. 9,000/-**

The tendering firm will submit Earnest money in the form of F.D.R. pledged to Inspector General, Police Head Quarter, Dehradun with the validity period of two months beyond the date of bid-validity.

9- **Sample**:- One Standard sample of each material (non - refundable) used in the manufacture of stores should be submitted along with the technical bid. The sample will be clearly marked with the vendors name.

10- **Demonstration** :- As per the date, time and place mentioned in tender enquiry para-1. The all responded venders will be asked to demonstrate the stores/equipments before the technical inspection committee on "No cost No commitment basis".

11- **Validity of Offer** :- Venders are required to keep their offers **Valid for a period of 180 (One hundred eighty) days.**

12- **Delivery Period -60 days.**

The supply by the firm should commence immediately on receipt of the supply order and should be completed **with in 60 days** of the placement of supply order. In case the firm anticipates delay in supply due to any unforeseen reasons, the firm will at once bring it to the notice of purchaser, who after considering the reasons as valid and beyond firms control may give extension of time, But the Liquidated Damages clause will be implemented.

13- **PAST PERFORMANCE REPORT**

The firm should give **past performance report** of the stores/equipments supplied earlier to the department/organization along with Technical Tender as a supporting document.

14- **Financial Bid**: Tendering firm are required to quote there financial offer in the format given in tender documents. The rates should be quoted FOR Police Central Store Police lines, Dehradun.

15- The Stores/equipments will be delivered at **Police Central Stores, Police Lines Dehradun** for inspection and acceptance. In case of change, if any, the delivery site will be mentioned in the supply order.

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16- All packing cases, packing containers and other similar materials shall be supplied free of cost by the venders and shall not be returned unless otherwise specifically agreed upon.

17- **EVALUATION CRITERIA**

The committee guidelines for evaluation of offers will be as follows.

- (a) Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender technically and commercially both.
- (b) The lowest 'Acceptable' tender shall be considered further for placement of contract/supply Order after complete clarification and price negotiations as applicable. The lowest bidder (L-1) will be decided on a cost of the stores/equipment.
- (c) Delivery within stipulated months of signing contract shall be accepted.

18- **OPTION CLAUSE** :- The contract shall have an option clause, wherein the buyer can exercise an option to procure an additional **50%** or less by 25% of the original contracted quantity in accordance with the same terms and conditions of the present contract. This shall be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely at the discretion of the buyer to exercise the option or not.

19- **REPEAT CLAUSE** :- The contract shall have **Repeat Order** clause, wherein the buyer can order up to 50% quantity of the items under present contract within six months from the date of successful completion of this contract, cost terms and conditions remaining the same. Request confirm acceptance of this clause. It will be entirely the discretion of buyer to place repeat order or not.

20- **Commercial offers** will be opened only of those firms, whose technical offers have been found suitable after technical evaluation (documents, samples & demonstration).

21- The **Commercial Offer** will be opened by a committee and if firm desires, may depute their representative, duly authorized in writing, to be present at the time of opening tenders. Further negotiations will be made only with the lowest bidder (L-1) as determined by the committee.

THE PURCHASER/ACCEPTING OFFICER

22- On behalf of the Governor of Uttarakhand "The chairman of Purchase Committee Police Head Quarter Dehradun", will be the accepting authority after departmental approval at the required level.

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The purchaser has the sole discretion to accept or reject any tender without assigning any reason.

23- Once the supply order has been placed, it will be the Vendor's responsibility to supply all the equipment with all accessories.

24- Any conditions/terms given in the technical or commercial bids by the vendors will not be binding on Police Head Quarter Uttarakhand. All terms and conditions for the supply, delivery, testing and acceptance, payment, warranty and penalty will be as given herein and no change in terms or conditions by the vendor will be accepted. Alterations if any, in the tender document should be attested properly by the vendor, failing which the tender will be rejected. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to the submission of the bids on Tele 0135/2712685 and Fax No. 0135/2712080 or through letter to the member Secretary purchase committee.

25- Format for Bank Guarantee is given in the Tender Document (Attached)

26- Bank Guarantee(BG) should be sent to The Chairman Purchase Committee directly by the issuing bank under Regd Post (AD).

27- When BGs are sent directly by vendor due to some emergent factors, vendor should ensure that one unstamped duplicate copy of the guarantee is sent by their Bank directly to The Chairman Purchase Committee.

28- **INSPECTION**

(a) The inspection of raw material before manufacture of stores will be done by the committee of officers in the premises of manufacturer to ensure the quality of material according to specification. This time will be included in delivery period.

(b) On receipt of stores the manufactured stores will be subject to inspection, to ascertain that they conform to the specifications as laid down in the supply order, by the Committee of Officers detailed by the Department. In case the stores ordered on receipt are not found to be conforming to the laid down specification, the defective stores will be removed and replaced by stores of the correct specification by the supplier at his own expense **within a period of 15 days** of inspection. In case of any dispute, decision of the purchaser will be final and binding.

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Dated:

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29- Delivery of stores as given in the Para 17 above will be at a location to be intimated in supply order. The stores will be subjected to the acceptance testing procedure to test the individual components of stores. The specification of the stores should be in confirmatory with the details provided by the vendors as per the given specifications. The user would issue a copy of Inspection Note on successful completion of acceptance testing/inspection. The date of issue of acceptance certificate would be deemed to be the date on which the warranty will commence for the entire systems.

30- **SECURITY CLAUSE:-** To ensure due performance of the contract, the performance security deposit is to be obtained from the successful bidder who has been awarded the contract. On finalization of lowest tender on opening of commercial bid/tender or after price negotiation, the lowest tenderer will be intimated of this fact and will be required to submit a **Security deposit of sum of 10% of the value of the proposed supply order in the form of bank guarantee of a Nationalized Bank payable in favour of Inspector General of Police (HQ) Police Head Quarter Dehradun with in 07 days.** On receipt above the supply order will be issued within 07 days. In the event of non receipt of security deposit within 07 days of issuance of written intimation to the tenderer, the supply order would not be issued and earnest money is liable to be forfeited. The supply order will be issued only on receipt of Security Deposit of contract. The Bank Guarantee will be returned on successful completion of supply order as per the conditions.

31- **Liquidated Damages** :- If the vender fails to complete in full all deliveries with accessories, equipment and its components or fails to complete the implementation within the stipulated period in accordance with the supply order, the vender shall pay to the purchaser liquidated damages @ 0.5% to the value of the undelivered items for each completed weeks of delay up to the maximum of 10% to the value of the undelivered items. There after the buyer will have the right to terminate the supply order. In case of such delay beyond ten weeks the buyer will have the option to explore the market at the vendors risk and cost. The mode and method of such risk purchases will be at the total discretion of the buyer i.e. The Chairman of purchase committee.

32- **METHOD OF PAYMENT OF LIQUIDATED DAMGES(L.D.):-** The amount charged as liquidated damages shall be deducted by the Customer from the amount due for payment to the Vendor. If the amount of such LD exceeds the payment due to the Vendor, the Vendor shall within 30(Thirty) days make payment to the customer in full and final settlement of claims failing which the Bank Guarantee will be encased to make good the amount exceeding the payments due to the Vendor.

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Dated:

Name

33- **WARRANTY AND MAINTENANCE BACKUP :-**

- (a) Vendors will provide two years free on site comprehensive warranty from the date of acceptance of stores as agreed upon. The exact duration of warranty period will be mentioned in the supply order according to the life of stores. During warranty the Vendor will repair/replace equipment/part/accessories, which becomes defective without any cost.
- (b) During the warranty period, the buyer may invoke the performance guarantee in case the vendor fails to ensure a rectification of defects within one week of the defect being intimated. The items of consumable nature must be specified while tendering.

34- **LAWS GOVERNING THE CONTRACT:-**

- (a) This contract shall be governed by the Indian laws in force.
- (b) The marking of all stores supplied must comply with the requirements of the Indian Acts relating to trade and merchandise marks and of the rules made under such acts.
- (c) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.

35- **JURISDICTION OF COURTS:-** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

36- In event of any breach or of default in all or any of the conditions set fore in this contract, the purchaser may take and forfeit to itself any part there of or the whole amount of payment still due to the firm. As it may in its absolute discretion to compensate, reimburse or Indemnity in respect of loss or damage or inconvenience caused by reason of breach of default.

37- Action set for in Para 36 above shall not in any way affect, limit or extinguish any remedy or relief to which the purchaser may at any time be lawfully entitled against the supplier and the above actions shall not be deemed to relieve the supplier from any suit proceedings or prosecution to which he may be liable under any law for time being in force in respect of anything done by him or omitted.

Company's Stamp/Seal

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(Authorised Signatory)

Dated:

Name

38- **ADDITIONAL QUESTIONNAIRES:-** Tenderers should answer all questions given in the tender documents in addition, the following question should also be answered. If the questions are not answered or documents not enclosed with tender, the tender is liable to be ignored.

- (a) What is your guaranteed monthly schedule of delivery?
- (b) Have you offered the stores conforming fully with the tender enquiry specification? In case they are not, the extent of deviation should be indicated.
- (c) Have you offered packing as stipulated? If not, please indicate the details of packing you intend to offer.
- (d) Are you registered for the stores quoted in the tender with the DGS&D, DGQA or any other Authority? If so, give the Registration No. with present validity.
- (e) Are you ever been blacklisted as a supplier by any buyer agency/deptt. If yes, give details.

(Additional paper sheet, properly signed and stamped, may be used to answer above questions.)

39- (a) Give your **Permanent Account Number** allotted by the income tax department along with a photocopies of the **PAN Card application/PAN Card, Central Sales Tax Number (CST)/State sales Tax Number (with date of validity)/Trader Identification Number (TIN) and latest Sales Tax Clearance Certificate** with the technical bid.

(b) One Non-Judicial Stamp paper of Rs. 100/- (One Hundred only) duly stamped having seal of firm and signatures of Vender/representative should be submitted along with technical bid.

40- Name and full address of your Banker(s).

N.B. All the above questions must be answered.

DECLARATION

I/we hereby declare that I/We have read the terms and conditions of the tender and agree abide by the same and by the decisions of the purchaser as per these terms and conditions.

No conditional clause in the quotation is acceptable. All offers will be considered without prejudice to the rights and privileges of the purchaser.

41- I/We acknowledge that I/We have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies/Services required under the contract will have to be made or furnished and with all the terms clauses, conditions, specifications and other provisions of the contract and I/We shall not plead ignorance of any of these as excuse in case complaint against or rejections of supplies/services supplied by me/us with a view either to asking for enhancement of any rates agreed to in the contract or to evading of my/our obligation under the contract.

Company's Stamp/Seal

Signature-----
(Authorised Signatory)

Dated:

Name

Company's Stamp/Seal

Signature-----
(Authorised Signatory)

Dated:

Name

42- **Dispute Resolution Mechanism:-**

If the dispute of any kind whatsoever arises between the buyer and the vendor in connection with or arising out of contract will be resolved in the first place by The Chairman, Purchase Committee. The committee may co-opt any other officer, if required for dispute resolution. This committee will serve as Dispute Resolution Board for the purpose.

Arbitration:-

- (a) All questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing, whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion of abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
- (b) An officer, not below the rank of Dy. Inspector General of Police will be appointed to act as arbitrator by the Director General of Police, Uttarakhand. The Director General of Police will be appointing authority for an arbitrator.
- (c) In extreme case the request to appoint an arbitrator or panel of arbitrators may be sent to State Government. In this case the arbitrator will not be below the rank of Additional Secretary to the State Government.

Company's Stamp/Seal

Signature-----
(Authorised Signatory)

Dated:

Name

- 43- All the rules and guidelines for procurement of goods issued by the Uttarakhand Government will be applicable.
- 44- Liquidated damages may be imposed for defaults/inordinate delay on the part of the supplier who is also liable to be blacklisted.
- 45- No representation shall be accepted after opening of financial offer.
- 46- The attached tender document includes detailed instructions for the bidders. These should be complied by the venders while submitting the tender.
- 47- The Director General of Police Uttarakhand is empowered to accept or reject any tender without assigning any reason.

SPECIFICATION : AS PER P.H.Q. SAMPLE

(Kumar Vishwajeet)
D.I.G. (P&M)
Chairman
Purchase Committee,
Police H.Q., Uttarakhand
Dehradun.