U.P. POLICE TELECOM HEAD QUARTERS MAHANAGAR, LUCKNOW-226006 No.B-483/2013)Part-A Date: January 17, 2014

Subject: Tender Process of 12 V 100 AHC SMF Batts.

This is to inform that 521 nos. heavy duty SMF Batts (12 V 100 AHC) are under procurement process. These batts have to be used in Wireless Radios Communication Setup.

A pre bid conference will be held on 23/01/2014 at 1100 hrs regarding the above said procurement process. The manufacturers or their authorized representatives are requested to participate in this pre bid conference.

Technical specifications and terms/conditions are being annexed for your reference. If unable to participate in pre bid conference, kindly intimate your views through e-mail address/ fax no. mentioned below-

Encl.: As above.

17.4.14.

(ASIM ARUN)
IGP/Director Telecom
U.P.Police Radio Hqrs
Mahanagar, Lucknow.
e-mail id: igtelecom@nic.in

Fax: 0522-2335346

Annexure-B

TECHNICAL SPECIFICATIONS OF 12 V 100 AH SMF VRLA BATTERY

- 1) Sealed Lead -Acid Valve regulated type
- 2) Nominal Voltage: 12 Volts
- 3) Rated Capacity at 20 hour discharge rate: 100 AH
- 4) Confirming Japanese Industrial Standards, IIS C 8702/2009 (Part 1, 2 & 3): Certificate to be enclosed
- 5) Dimension and marking as per JIS G.8702-2/2009: Certificate to be enclosed
- 6) Capacity test as per clause 5.1 and 7.1 of JIS C 8702-1/2009 : Certificate to be enclosed
- 7) High discharge capacity characteristics test as per clause 5.2 and 7.2 of JIS C 8702-1/ 2009 : Certificate to be enclosed
- 8) Battery should be supplied with appropriate Batts lead from OEM: Certificate from OEM to be attached



UTTAR PRADESH POLICE RADIO HEADQUARTERS, MAHANAGAR LUCKNOW -226006

Price: Rs. 300.00

TENDER FORM

CONTENTS:-

- 1. GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF CORRECT TENDERS
- 2. CONDITIONS OF AGREEMENT
- 3. TECHNICAL OFFER
- 4. FINANCIAL OFFER
- 5. CHECK LIST FOR SUBMITTING OFFERS

1. <u>GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF CORRECT TENDERS</u>

DOCUMENTS REQUIRED TO FILL TENDER FORM

- 1. All the enclosures should be valid on the date of opening of the tender.
- 2. All the certificates/documents mentioned in the tender notice/tender form or details of which are attached with the tender form must be submitted by the tenderers should be valid and up-to-date.
- 3. If the tenderer is Agent/Dealer/Supplier, they should submit the authority of their principal on stamp paper of requisite amount duly notarized by the public notary along with proof of manufacturing from principal firm for quoted item and fulfilling under mentioned conditions (Proforma enclosed):-
 - (a) The Tendering firms (if not manufacturer of the item) should submit along with their offer, an authority letter from their principals (who should be manufacturer) that they are their authorized agents / dealers/ stockists.
 - In normal course an agency / dealer/ stockist's agreement (attested copy, attested by notary public) once in each year or whenever there is a change should be submitted with the U.P. Police Radio Hqrs.
 - It shall be duty of the tenderer as well as principal to inform the U.P. Police Radio Hqrs regarding any material change that takes place in the above agreement during the finalisation / pendency of the contract. Failure to do so, may entail civil as well as criminal liability and this without prejudice lies with the U.P. Police Radio Hqrs. Rights to cancel the order or take such necessary action as it may deem fit.
 - (b) The authority letter should be speaking and specific. It should clearly bring out the relation of principal and agent/dealer/stockists as the case may be. It should speak of territory and acts assigned to the agent/dealer/stockists.
 - (c) The principal should commit themselves through this authority letter for short comings / defects / substandard supplies / supplies not according to norms or law of land etc. and shall be solely accountable for quality of product. Principal should also clearly mention that the rate quoted by agent/dealer/stockists are reasonable.
 - (d) Vague authority letter or any business letter shall not be considered as an authority letter and such offer may be ignored out rightly.
 - (e) Please, mention in the notarized authority letter that quoted item and principals have not been black listed in the past.
 - All of the above points should be clearly mentioned in the notarized authority letter desired as per SI. No. 3 and should be signed by the principals.
- 4. In case of U.P. state firm, enclose valid trade tax/VAT, registration certificate and trade tax/VAT clearance certificate. The clearance certificate should not have been issued earlier than 364 days of the date of opening of tender. In case of outside U.P. firms enclose valid C.S.T./VAT registration certificate.
- 5. Copy of the tender fee deposited (Tender fee can be deposited either in cash or in the form of IPO/Demand Draft in favour of IGP/Dir.(Telecom) U.P. Police Radio Hgrs., Lucknow.)
- 6. In case of Rate Contract, if a firm fails to submit paper in the tender and give sound reasoning regarding such paper, then it will be discretion of the PC to accept/reject such offers. If such offers are accepted such firm shall be notified only after completion/submission of the required papers/documents.

- 7. Firms will have to provide an affidavit on non-judicial stamp paper worth Rs. 100/- that their firm/Company has no criminal back ground and they are not involved in any criminal activity.
- 8. Firms will have to provide an affidavit on non-judicial stamp paper worth Rs. 100/-regarding that their firm or the batteries which they are offering is/are not black listed by any department/authority.

GUIDELINES TO FILL TENDER FORMS

1. The essential details of specifications & instructions are to be followed strictly in accordance with the tender notice. The tendering firms are requested to submit their offer in two PARTS. The first part will be named as TECHNICAL OFFER & the second part will be called as FINANCIAL OFFER. THE TECHNICAL OFFER AS WELL AS FINANCIAL OFFER ARE TO BE PREPARED IN DUPLICATE SEPARATELY. (i.e. in separate covers i.e. Total Four Envelopes clearly indicating ORIGINAL & DUPLICATE on envelops). Indicating very clearly on all the envelopes all the relevant details. Details are given as under:-

- 2. Rates and other taxes such as Excise, VAT/Trade tax and levies etc. should be recorded separately and very clearly. Any cutting/corrections, if any shall be properly attested by the Tenderer.
- 3. After opening of the tender any change in the rates shall not be acceptable and offer will summarily be rejected.
- 4. In case, any required document(s)/paper(s) is short at the time of submission of tender, the tenderer, may give the reasons of non-submission of papers in their technical offer. Decision of PC (purchase committee) will be final in this regard.
- 5. Tenderer (Authorized person) shall sign the offer and all the enclosures being submitted by them with their designation, seal and date.
- 6. Mention full technical details of your items specifications-wise as desired in the tender notice.
- 7. Mention if there is any deviation in your offer in comparison to that of desired specifications.
- 8. In case quoting in Q-C's as Dealer/Enclose enrolment certificate issued by D.I. (SPS) and authority of principal whose item is being quoted.
- 9. No representation shall be entertained after opening of financial cover of tender.
- 10. Tenderers will quote their rates according to proforma mentioned in the financial offer i.e. rates, Trade tax, Excise duty extra etc. separately, failing which offer may be rejected/ignored.
- 11. Financial offer in two copies should be duly signed by the authorized signatory.
- 12. Details of the rate being quoted/giving Trade tax, excise duty, other taxes etc. separately and net rate including packing, forwarding and other expenditure if any.
- 13. Quoting any conditional discount which affect the quoted rates shall not be acceptable and such offer shall be rejected out rightly. Any discount given on quoted price as a whole shall however be acceptable.

- 14. Financial offer should be in duplicate along with enclosure and <u>single copy of offer shall not</u> be accepted and will be rejected out rightly.
- 15. If the rates in financial bid are typed then it should be with the same typewriter by which other details are typed in Financial Bid.
- 16. If the rates in Financial Bid are typed with other typewriter then it should be signed by the same person who has signed Financial Bid.
- 17. If the rates are written by pen then it should be signed by the same person who has signed Financial Bid.
- 18. Any cutting should be signed by the same person who has signed Financial Bid.

SECURITY AND WARRANTY CONDITIONS

- 1. Wherever, Earnest money and Security is asked for, the same shall have to be given/submitted as desired along with the Technical offer. Offers without E.M.D./Security, if asked for, will be ignored. E.M.D./Security in the form of demand draft should be enclosed with technical offer.
- 2. Documents of Security be submitted, when asked for.
- **4.** Firms will have to provide min. two year on site warranty.

SUPPLY OF MATERIAL

- 1. Details of the delivery period must be mentioned.
- 2. Dealer/agent/Sales agent etc. being tenderer shall have to ensure dispatch of item direct from factory premise to purchaser, if so desired.
- 3. Firms will have to deliver at RHQ, Lucknow, all the batteries within a period of 30 days from the date of supply order.

INSPECTION AND TEST REPORTS

- 1. Details of quality control agreement with the manufacturing unit may also be given.
- 2. Demonstration of batteries be carried out as and when asked for.
- 3. Copy of the test report, UNDER STANDARD TEST CONDITIONS about the batteries will have to be submitted to the department, when asked for.
- 4. It will be the responsibility of the firm to satisfy the department about proper functioning of the batteries according to specifications provided with the tender form.

TERMS OF PAYMENT

1. ½% rebate must be allowed by the firm on timely payment i.e. within 30 days. This is to be pointed out in technical offer itself.

- 2. 100% payment shall be made only after receipt, check and verification of material.
- 3. Final payment shall be made after satisfactory inspection and functioning of the equipments. TDS will be deducted as per prevailing rules.

OTHER CONDITIONS

- 1. It shall be the responsibility of the tendering firms to present themselves on the date of Technical & Financial bid opening and meeting thereof and acquaint themselves with the shortcomings. No separate intimation will be sent to them in this regard.
- 2. Units having registration with NSIC/DI/SPS UP etc., registration for tendered items only, shall be eligible for consideration for exemption from EMD as per prevailing rules of U.P.Govt.
- 3. If item is ISI mark, please enclose valid ISI license, for renewal applied for proof of Steps taken must be enclosed along with expired license.
- 4. Give statement, if, any supply is pending against earlier A/L (Acceptance Letter) in your favour.
- 5. If any regulatory act is applicable in item, then enclose copy of clearance of the competent authority.
- 6. Please, state production capacity of the items.
- 7. Give any other special information if asked for.
- 8. It is desirable that tendering firm/original manufacturing unit have a service centre in Uttar Pradesh.
- 9. Firms will have to provide technical manuals etc. of the batteries free of cost. Firms will have to train staff for handling/operation/servicing of the batteries without any charges.
- 10. U.P. Police Radio Hqrs reserves the right to accept or reject any tender either in partial or in full without assigning any reason thereof.

2. CONDITIONS OF AGREEMENT

- 1. The agreement is to last till but in the event of any breach of the terms of agreement at any time on the part of the supplier the agreement shall be terminated summarily by the U.P. Police Radio Hqrs Mahanagar, Lucknow without any compensation to the supplier.
- 2. The supplier will supply goods and materials from time to time in such quantities as may be mentioned in the indents, at the rates set forth in the Schedule of rates.
- 3. The goods or materials to be supplied under the agreements are to be of the same quality in every respect, equal and answerable to the patterns of sample demonstrated and approved by the U. P. Police Radio HQRS.
- 4. U.P. Police Radio HQRS may, by notice in writing, call upon the supplier to supply additional goods or materials to serve as samples, and on such notice in writing the supplier shall be bound to supply additional samples of goods or materials, such additional samples should be in all respects of the same quality of sort as the first sample supplied.
- 5. (a) All rates are to be based on delivery, securely packed, and F.O.R., station nearest to suppliers or indenting Officer as asked for in the tender notice i.e. U.P. Police Telecom. Hqrs, Mahanagar, Lucknow.
 - (b) Railway freights, if pre-paid, shall be added to the original quotations.
 - (c) When goods are ordered **F.O.R.** the station nearest to supplier, the Indenting Officer may at his option direct that this shall be booked either by goods train or by passenger train and either at owner's risk or at railway risk. The supplier shall carry out his direction and shall, in any case, be responsible for the safe delivery of the goods soundly and securely packed to the Railway administration and shall obtain a clear receipts from such Railway administration, for the goods in evidence thereof. In the absence of a clear receipt, the suppliers will be held responsible for all damages or loss caused by breakage or leakage, which may occur to the goods while in transit and until they have been delivered to the consignee at railway station of destination.
 - (d) When goods are ordered F.O.R. station on destination, the supplier shall be required to bear all risks of loss, leakage or damage and shall deliver the goods in good order to the consignee at railway station of destination, mentioned in the indent in such quantities of number and within such times and in such manner as the Indenting Officer shall, from time to time, directed.
- 6. Unless, when specially ordered in the order accompanying the indent, all goods must be dispatched within 30 days of the receipts of indent by the suppliers.
- 7. With every dispatch of goods or materials under the agreement invoice or bills of parcels in duplicate are to be sent by the suppliers to the Indenting Officer, the duplicate to be returned by the Indenting Officer with the quantities of number receive duly noted thereon.
- 8. Conditions as to time for performance whether laid down herein of in the indent, shall be always regarded as the essence of the agreements
- 9. U.P. Police Radio HQRS or any of the experts attached to the Industries Department of the Indenting Officer or any other Officer or person duly authorized in writing by the U.P. Police Radio HQRS shall have power to inspect the stores before, during and after manufacture, collection, dispatch, transit of arrival and to reject the same or any part or portion, if he or they be not satisfied that the same is equal according to the sample of specifications in weights, quantity and number etc.
- 10. Goods, materials rejected or refused on the ground of inferior quality or any other ground shall be removed by the supplier at his own risk and expense within ten days after notice has been received by him of such rejection. In the event of non-removal by the supplier as aforesaid within the said period of ten days, it shall be lawful for the U.P. Police Radio HQRS

to authorize the Indenting Officer to sell by public auction any rejected materials or goods and in such cases the supplier shall be credited with the sale proceeds thereof but will not be entitled to any loss or damage that may be occasioned by such sale. If the contractor is not satisfied with the decision of the authority rejecting or refusing the goods, he may appeal to the U.P. Police Radio HQRS within five days of the receipt of such notice, and the decision of the U.P. Police Radio HQRS, will be final in all cases.

11. The system of payment shall be as follows;

Bill in triplicate shall be sent by the supplier to the Indenting Officer and on receipt of these, the Indenting officer or his superior officer shall make payment. The suppliers may, however, for their own convenience send an advance intimation for the amount of the bill to the Indenting Officer but no advance payment shall be made.

Payment shall ordinarily be made within one month of delivery. All payments shall be subjected to the deduction of any amount to which the supplier may be or render himself liable under the terms of this agreement.

- 12. Packing cases, containers, gunny packages, etc. which may be used for purposes of packing and which are delivered with stores will not be returned or paid for, unless specially stipulated.
- 13. The contractor shall not sub-let or assign this contract without the written permission of the U.P. Police Radio HQRS. In the event of the contractor sub-letting or assigning this contract without such permission, he shall be considered as having thereby committed breach of this contract.
- 14. In the event of the suppliers not being in strict accordance with these conditions or Supplies not being delivered within the time allowed, the U.P. Police Radio HQRS may recover from the contractor as liquidated damages and not by way of penalty the sum of one percent of the value of the said goods or materials for each and every day up to 25 days during which the articles to be supplied are not delivered or bad articles are not replaced. Further, it shall be lawful for the U.P. Police Radio HQRS or the Indenting Officer to purchase the required articles or any suitable quality obtainable in the open market at the risk and cost of the contractor, who in addition to the liquidated damages aforesaid shall be liable for any loss or damages caused by the said purchase. The U.P. Police Radio HQRS shall alone be entitled to adjudge upon the penalty or compensation or damages due for delay in performance, as also to adjudge upon the advisability of taking other suitable action. If the delay shall have arisen from any cause which the U.P. Police Radio HQRS may declare in writing to be a reasonable, such additional time may be allowed as may be considered necessary in the circumstances of the case. In such a case he may also forego the whole or any part of the aforesaid liquidated damages but not the other loss or losses.
- 15. In case of non-performance in any form or shape of the conditions of this agreement the U.P. Police Radio HQRS shall have power to annul, rescind or cancel the agreement and upon his notifying in writing to the supplier that he has so done, this agreement shall absolutely determine. He may also debar the firm for the Uttar Pradesh Police Radio Hqrs. contracts for such periods as he thinks fit.
- 16. In the event of any dispute arising out of or concerning this Agreement (except as to any matters the decision of which is specially provided for this Agreement), the same shall be referred to the arbitration of an arbitrator nominated by the U.P. Police Radio HQRS, Lucknow and an arbitrator nominated by the contractor, or in the case of the contractor or the said U.P. Police Radio Headquarters failing to nominate an arbitrator within the time fixed in the notice to be served on him by the said U.P. Police Radio Headquarters or the Contractor, as the case may be, by the arbitrator, nominated by the said U.P. Police Radio Headquarters and the contractor or in case of disagreement between the said arbitrators to an umpire appointed by them and the decision of such arbitrators/arbitrator/umpire may be, shall be final and binding on the parties. The arbitrators/arbitrator/umpire may

- from time to time with the consent of the parties enlarge the time for making and publishing the award.
- 17. Without prejudice to any other remedy provided by the law any amount due from the supplier to the Governor will be recoverable as arrears of land revenue and may also be recovered by deduction from any amount due from the supplier to the Governor on any account under any other transaction.

3. TECHNICAL OFFER

TENDER No.

Profile of the company:

The tenderer should furnish the following details to be pre-qualified for the price bid opening.

1) Name of the organization and year of Incorporation.	
2) a. Nature of organization	
b. Letter of authority In the case of sole distributor (or) dealer the tenderer must enclose a letter of Authority from the Principals to the effect that they will support the quoted equipment for installation, testing and commissioning and maintenance for its prescribed life as per condition No. 3 of DOCUMENTS REQUIRED TO FILL TENDER FORM.	
3) Address of the Registered office of tenderer with phone number and fax No.	
4) Registration No. UPTT: CST: VAT:	
5) Audited balance sheet and income statements of the just concluded year and the previous two years	
6) Name of the Government agencies and other organizations, to whom the supply of similar Items were made in the preceding three years (enclose copy of major purchase orders and other documents)	
7) i. Details of own service center in U.P. (Address with phone number and fax number)	
ii. Service and maintenance turnover for last three years iii. Please mention make and model of the equipment /equipments /items being offered. In case make and model of higher specifications being offered, Prices of each make and model to be quoted in financial bid accordingly.	
iv. Technical Specification (Original Pamphlets)	
v. Mention Yes or No in front of required Technical Specification which is given along with the tender form by the Police Radio Hqrs.	
vi. Please indicate the maximum number of persons to whom you can offer free training in the operation/servicing of the batteries proposed to be purchased.	
vii. The firm should indicate the free warranty period (in months) (Min. 24 Months.) .	
viii. Can you supply documents in triplicate such as operation Manuals, user manuals and other relevant materials along with each battery, free of cost?	
ix. Will you be supplying trouble shooting and service manuals free of cost?	
x. In case any fault occurs in any of the battery during warranty period, the supplier firm shall mend it within 72 hours or shall make stand-by agreement to provide new battery. All the trainings/after-sales/warranty services shall be provided at the consignee's address.	

8) SOLVENCY certificate from a nationalized bank.	
9) Earnest Money Deposited	
D.D. No:	
DATE :	
Name of the Bank:	
Amount (in Rs.):	
10) Indicate your delivery schedule (against the various activities	
listed)	
Letter of award :D	
Signing of Agreement :D+15 days	
Supply of equipments :D+30 days	

4. FINANCIAL OFFER

TENDER No.-----

- 1. I/We hereby quote to supply the goods and materials in the under writing Schedule in the manner in which and within the time specified, as set forth in the conditions of agreement stated above at the rates given in the Schedule below. I/We hereby agree that in the event of tender being accepted, the condition of Para Sl. 1 to 17 and those contained in the acceptance letter will be binding upon me/us and will, along with the quotation, be converted into and shall be deemed to be a completed agreement between me/us and the Governor of Uttar Pradesh from date of acceptance letter. I/We hereby further agree that if so required by the U.P. Police Radio HQ, I/We shall execute formal Agreement Deed.
- 2. I/We herewith deposit a sum of Rs...... as earnest money and should I/We fail to execute a fresh Deed of agreement if so required by the U.P. Police Radio HQ on behalf of the Governor of Uttar Pradesh and deposit the security as laid down in the tender notice within 10 days of the acceptance of my/our tender. I/We hereby agree that my/our liabilities under the agreement, the above sum of the earnest money will be forfeited for the Governor.

SCHEDULE OF RATES

SI. No.	Description of battery	Qty. / Unit	Basic price	Taxes			Disco-	Make
				Sales Tax/ VAT	Excise Duty	Total	unt if any	and Brand
1								
2								

2. VALIDITY:

3. DELIVERY PERIOD:

4. TRAINING:

5. WARRANTY:

5. CHECK LIST FOR SUBMITTING OFFERS

निविदा डालने के बारे में चेक लिस्ट (मुख्य बिन्दु)

क्र0	विवरण	Yes/No					
1	दो अलग–अलग बन्द लिफाफों में टेक्नीकल बिड, जिसमें पहले लिफाफे में						
	ई०एम०डी० लगी हो तथा दो अलग—अलग बन्द लिफाफों में फाइनेन्सियल						
	बिड / उक्त चारों लिफाफे एक सीलबन्द बड़े लिफाफे में जिस पर निविदा संख्या,						
	दिनांक व उपकरण का नाम एवं चेकलिस्ट के अनुरूप अभिलेखों की उपलब्धता						
	अंकित हो ।						
2	टेक्नीकल बिड के महत्वपूर्ण बिन्दु—						
	(i) यदि डीलर/डिस्ट्रीब्यूटर हो तो Principals से टेक्नीकल ऑफर प्रपन्न के						
	3(बी) एवं General Terms & Conditions की भार्त संख्या—3 को पूरा						
	करते हुए Authority Letter						
	(ii) UPTT, CST& VAT						
	(iii) Audited Balance Sheet & income Statement of the just concluded year						
	and the previous two years.						
	(iv) Name of govt. agencies with copy of supply order, when supplies of similar items has been made in preceding three years.						
	(v) Details of service centres in U.P.						
	(vi) (a) Make & model of the battery being offered						
	(b) Enclose original pamphlets with specifications						
	(c) Mention Yes or No in front of departmental Technical						
	Specifications provided by the deptt.						
	(vii) Valid EMD, as desired in Tender Notice						
3	Conditions of Agreement का प्रत्येक पृश्ठ नाम सहित हस्ताक्षरित करना तथा						
	स्टैम्प लगाना।						
4	Guidelines/Instructions for preparation & submission of correct tenders में						
	अंकित प्रत्येक बिन्दु के अनुपालन हेतु प्रत्येक पृश्ठ पर नाम सहित हस्ताक्षरित						
	करना तथा स्टैम्प लगाना।						
5	निविदा सूचना की भार्त के अनुसार रू० 100.00 के स्टाम्प पेपर पर फर्म एवं						
	ऑफर किये जा रहे उपकरणों को काली सूची में न डालने विशयक भापथ-पत्र।						
6	निविदादाता द्वारा रु० 100.00 के स्टाम्प पेपर पर उनकी आपराधिक पृष्टभूमि न						
	होने तथा न ही किसी आपराधिक गतिविधि में सम्मिलित होने विषयक शपथ						
	पत्र।						