

40 अदद- 25 HP- 2 Stroke OBM हेतु निविदा
जमा करने की अन्तिम तिथि 14-07-2014 अपरान्ह 1400 बजे तक।

- (1) पीएसी के रबराइज्ड रेस्क्यू बोट हेतु 25 हार्स पावर के 2 स्ट्रोक ओबीएम इंजन के क्रय हेतु निविदा प्रपत्र उ०प्र० पुलिस की आफीसियल वेबसाइट <http://uppolice.gov.in> के **Prov. Armed Constabulary (PAC)** पर Tender शीर्षक में डाल दिया गया है तथा दिनांक 12-06-2014 पूर्वान्ह 1100 बजे से उपलब्ध है। निविदा फार्म एवं अन्य विवरण उक्त वेबसाइट से डाउनलोड की जा सकती है, लेकिन टेण्डर जमा करने के साथ रू० 500/- का ड्राफ्ट पुलिस महानिरीक्षक, पीएसी मुख्यालय, लखनऊ के पक्ष में संलग्न करना होगा।
- (2) निविदा से सम्बन्धित कोई भी जानकारी किसी भी कार्य दिवस में अपर पुलिस अधीक्षक(पी) पीएसी मुख्यालय, उ०प्र०, महानगर, लखनऊ से (टेलीफोन न०- 0522-2337455) से प्राप्त की जा सकती हैं।
- (3) निविदा विषयक सर्वाधिकार क्रय समिति के अध्यक्ष में निहित होंगे।

(जे०पी० सिंह)
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पत्र संख्या- पीएसी-तीन-802(1)-2012/8

दिनांक: जून 09

,2014

40 अदद- 25 HP- 2 Stroke OBM के क्रय हेतु पुर्ननिविदा जमा करने की अन्तिम तिथि 14-07-2014 अपरान्ह 1400 बजे तक।

पीएसी की बाढ़ राहत 17 कम्पनियों के उपयोगार्थ रबराइज्ड रेस्क्यू बोट हेतु 25 हार्स पावर 2 स्ट्रोक ओ0बी0एम0 इंजन के लिए निम्नलिखित विवरण के अनुसार सीलबन्द पुर्ननिविदायें तकनीकी एवं वित्तीय भाव पत्र अलग-अलग मुहरबन्द आमंत्रित किये जाते हैं:-

उपकरण का नाम	संख्या	धरोहर धनराशि (रु० में)	टेण्डर फीस
Supply of 40 two stroke 25 HP OBM ENGINE	40	Rs. 1,58,000/-	500/-

- (2) क्रय के दौरान 02 स्ट्रोक ओ0बी0एम0 इंजन की संख्या कम अथवा अधिक हो सकती है।
- (3) निविदादाता फर्म द्वारा तकनीकी निविदा के साथ न्यूनतम 02 वर्ष की ए0एम0सी0 (वार्षिक अनुरक्षण अनुबन्ध) का उल्लेख किया जाये।
- (4) तकनीकी भावपत्र में उपकरणों के निर्माता कम्पनी का नाम, उत्तर प्रदेश में सर्विस सेन्टर, फोन नम्बर आदि का उल्लेख अवश्य किया जाये तथा न्यूनतम 02 वर्ष की सर्विसिंग का चार्ट तकनीकी निविदा के साथ प्रस्तुत किया जाये, जो फ्री आफ कास्ट होगा।
- (5) निविदा से सम्बन्धित कोई भी जानकारी किसी भी कार्य दिवस में अपर पुलिस अधीक्षक(पी) पीएसी मुख्यालय उ0प्र0 लखनऊ से (टेलीफोन नं०- 0522-2337455) से प्राप्त की जा सकती है।
- (6) निविदा प्रपत्र उ0प्र0 पुलिस की आफिसियल वेबसाइट <http://uppolice.gov.in/> के Prov. Armed Constabulary (PAC) एवं उत्तर प्रदेश सूचना विभाग की वेबसाइट www.upgov.nic.in से डाउनलोड की जा सकती है, लेकिन टेण्डर जमा करने के साथ रु० 500/- का ड्राफ्ट पुलिस महानिरीक्षक, पीएसी मुख्यालय, लखनऊ के पक्ष में संलग्न करना होगा।
- (7) निविदा सूचना में अंकित रबराइज्ड रेस्क्यू बोट के लिए 25 एच0पी0 2 स्ट्रोक ओ0बी0एम0 इंजन हेतु टेक्निकल बिड व फाइनेन्शियल बिड 2-2 प्रतियों में (ओरिजनल/डुप्लीकेट) में अर्थात् प्रत्येक के कुल 4 सील बन्द लिफाफे जिन्हें 1 लिफाफे में सीलबन्द करके प्रस्तुत की जायेगी। प्रत्येक लिफाफे के ऊपर लाल स्याही से निविदा संख्या व दिनोंक अंकित किया जायेगा। तकनीकी भावपत्र के साथ ओरिजनल लिफाफा नं० 1 में अर्नेस्ट मनी एवं पीएसी मुख्यालय द्वारा निर्गत टेण्डर फार्म मूल रूप में अन्य अभिलेखों के साथ संलग्न होना चाहिए। इसी प्रकार तकनीकी भावपत्र के लिफाफा नम्बर 2 में तकनीकी भावपत्र नम्बर 1 के समस्त अभिलेखों की प्रमाणित छाया प्रतियाँ रखी जानी चाहिए। तकनीकी भावपत्र में मूल्य अंकित नहीं होना चाहिए। वित्तीय भावपत्र के लिफाफा नम्बर 3 ओरिजनल होगा तथा लिफाफा नं० 4 में लिफाफा नं० 3 में अंकित/संलग्न की गयी उपरोक्त सूचनाओं की प्रमाणित छाया प्रतियाँ रखी जायेगी। अपूर्ण निविदा, पर विचार नहीं किया जायेगा। तकनीकी निविदा में उपयुक्त पाये जाने पर ही अग्रेतर कार्यवाही पर विचार होगा।
- (8) तकनीकी भावपत्र में किसी प्रकार से मूल्य का संकेत पाये जाने पर निविदा पर विचार नहीं किया जायेगा। निविदा प्रपत्र के साथ संलग्न चेक लिस्ट पूर्णरूपेण भरकर ही संलग्न की जाय।

निविदा प्रक्रिया की समय सारणी निम्नवत होगी :-

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|-----|--|---|
| 1- | निविदा जमा करने की अन्तिम तिथि | दिनांक 14-07-2014 की अपरान्ह 1400 बजे तक |
| 2- | तकनीकी निविदा का खोला जाना | दिनांक 14-07-2014 की अपरान्ह 1600 बजे |
| 3- | तकनीकी समिति की बैठक एवं तक० निविदा के परीक्षण की तिथि | दिनांक 17/18-07-2014 की पूर्वान्ह 1200 बजे |
| 4- | तकनीकी निविदा पर क्रय समिति की बैठक | दिनांक 21-07-2014 की अपरान्ह 1600 बजे |
| 5- | अर्ह पायी गई फर्मों का वित्तीय भावपत्र खुलना | दिनांक 21-07-2014 की अपरान्ह 1700 बजे |
| 6- | भावपत्र की बैधता | 90 दिवस |
| 7- | सम्पूर्ति अवधि | 120 दिवस |
| 8- | निरीक्षण | आपूर्ति से पूर्व तकनीकी समिति द्वारा पी0डी0आई0 की जायेगी। |
| (9) | निविदा विषयक सर्वाधिकार क्रय समिति के अध्यक्ष में निहित होंगे। | |

अपर पुलिस अधीक्षक,
नि० पुलिस महानिदेशक, पीएसी,
उत्तर प्रदेश।

INSTRUCTIONS TO TENDERERS

GENERAL

The last date for submission of tender offers shall be 14-07-2014 till 14:00 hrs, unless otherwise notified.

1. Work Description

Supply of 40 Nos. 2 stroke 25 HP OBM engine as per specifications.

2. Eligibility and Qualification

To be eligible tenderer shall provide satisfactory evidence to the U.P.PAC of their eligibility, capability and adequacy of resources. For this, all offers submitted shall include the following information.

- (1) The tenderer should be manufacturer OR Authorized DEALER of Manufacturer/ Company.
The tenderer should have authorization certificate from participating in the tender on behalf of Manufacturer, or authorization of the respective Company. An agreement between manufacturer should be submitted along with the tender to ascertain the authenticity.
- (2) The tenderer should have authorization certificate from participating in the tender on behalf of Engine Manufacture/their Indian Agents, who should have quality system Certification such as ISO 9001-2008(for Outboard Motor).
- (3) The Indian Agents should ensure supply, after sales service and availability of spares for at least five years from the date of supply of OBM. List of Service centers for providing after sale service should be given. An agreement between manufacturer and with the Indian Agents, and agreement between Manufacturer/Indian agent should be submitted along with the tender to ascertain the authenticity .
- (4) The Tenderer should have got registration under UP Trade Tax or have got registration under Central sales tax at the time of submission of tenders. Proof towards this has to be submitted along with the bid.
- (5) All the offered items shall come with minimum one year Guarantee. An undertaking to this effect shall be appended.
- (6) The tenderers should also enclose a Performance Statement for the last three years giving details of orders received and executed for similar OBM. Supply orders/ certificates/ Performance certificates should also be enclosed from the respective deptt.
- (7) The tenders are also required to submit proof of financial capability, with Minimum Annual Turn over of Rs. 01 Crores (i.e. 8.5 lacs per month) in any of the previous three Financial Years, along with audited balance sheet, for justification of executing the supplies within the delivery period..
- (8) An affidavit that, tenderer:-
 - (I) has not been declared bankrupt by any institution or Government.
 - (II) has not been black listed by the Government or any other organization for failure to any dues.
 - (III) has not been adjudged by any court as insolvent or was/were not under any law for an offence involving moral turpitude or any criminal activities etc. or was not detained under any preventive law.
- (9) Tenderer should attach the proof with regard to Permanent Income Tax and Trade Tax account number.
- (10) Early deliveries are required. It shall be executed within four month from the date of issuing order. Tenderers are required to quote their delivery schedule.
- (11) Firms are required to submit full technical details, printed leaflets, full specifications of each item given in **Annexure I**. Make & Model of O.B.M. engine should also be clearly mentioned.
- (12) All the accessories should conform to the relevant Indian/ International standards that their equipment conforms to. The tenderer should specify the full specification of different types of accessories, etc. that they are offering which in no case should be inferior to the specifications attached as **Annexure I**. Any deviation on this may be specified clearly.

- (13) In case of a J.V./Consortium it is obligatory that all constituents of the bidder shall provide their M.O.U. and their consent in writing to establish the legality, credibility of their association.

In the case of a partnership firm or consortiums, names of all partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it shall be signed on his behalf by a person holding a power of attorney, authorizing him to do so along with duly attested copy of the partnership deed should be furnished along with the offer.

In the case of a limited Company/Joint venture, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy Memorandum and Articles of Association of the company should be furnished

- (14) All entries by the tenderers should be in one ink. Corrections and overwriting are not permissible. All cancellations and insertions should be signed by tenderers

- (15) Tenderers must furnish complete details of their plant and machinery on standard proforma.

Enclosed irrespective of their registration status and forward the same with their offer. Purchaser reserve the right to get the manufacturing capacity of any tenderer re-verified through the inspecting agencies/ Police officials nominated by DG/ADG PAC.

- (16) All firms are required to deposit Earnest Money. The Earnest money shall be in the form of cross cheque deposit receipt of a scheduled/Nationalized bank in favour of the IG PAC, Headquarters, U.P., Lucknow.

Tenderers who claim for exemption from Earnest Money deposit are required to submit required certificate/document issued by competent authority.

3. Contents of tender Document

- (1) The offer document issued for the purpose of offer shall include all the documents listed in clause 2 in a chronological order together with any addendum there to be issued in accordance with clause 4. Each page of Tender Document, Technical Bid, Financial Bid should contain page number from beginning to end & initial of tenderer.
- (2) All papers must be submitted in duplicate including enclosures.
- (3) The tenderer must enclose copy of Tender document purchased from U.P.PAC, Hdqrs, Mahanagar, Lucknow or downloaded from websites <http://uppolice.gov.in> & www.upgovt.nic.in duly signed on each page, failing which their offer is liable to be rejected.
- (4) Duly filled/ signed check list must be enclosed with the offer failing which tender may be rejected.

4. Amendments to Tender Document

- (1) At any time prior to the deadline for the submission of the offer, the DG/ADG PAC, Mahanagar, Lucknow U.P. may for any reason whether at its own initiative or in response to a clarification requested by an eligible tenderer, modify the offer document by issuance of an addendum .
- (2) For any change in terms and conditions of tender/ tender specification, the tenderers are requested to visit websites <http://uppolice.gov.in> & www.upgovt.nic.in regularly. Any changes/modifications in tender enquiry will be intimated through the above mentioned websites.

5. PREPARATION OF OFFER

- (1) Language of Offer

The language of offer shall be in Hindi/ English.

- (2) Documents Comprising The Offer

The offer to be submitted by the tenderer shall comprise of the following:

- a) Form of offer and appendices there to
 - b) The earnest money.
 - c) The document about eligibility and qualification as required.
 - d) Any other material required to be completed and submitted in accordance with the instructions to tenderers embodied the offer document. The forms, and the data provided in this document shall only be used without exception.
 - e) The structure of the offer will be strictly in accordance with the evaluation criteria prescribed for technical evaluation.
6. Validity of the offer shall be 90 days from the date of opening of tender.
7. **Place of delivery at 41 BN. PAC, Ghaziabad shall be FOR destination. It shall be the supplier's responsibility to deliver the stores at 41 BN. PAC, Ghaziabad his own cost in full and good condition.**
8. **Earnest Money**
- (1) All firms are required to deposit Earnest Money. The Earnest money shall be in the form of **Cross cheque** deposit in favor of the IG PAC, Headquarters, U.P, Lucknow.
- Tenderers who claim for exemption from Earnest Money deposit are required to submit required certificate/document issued by competent authority.
- For claiming exemption for depositing Earnest Money, the tenderer should be registered with DGS&S/ NSIC for the subject stores for which the offer have been invited. Firm not registered for store indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified earnest money.
- (2) Any offer not accompanied by the Earnest Money Deposit will be rejected. No correspondence shall be entertained.
- (3) In the event of the offer being accepted subject to provisions of the bid the said amount will not be appropriated towards the amount of Performance Security payable by him
- (4) The Earnest Money shall not carry any interest in any circumstances.
- (5) If after submitting the offer, the tenderer withdraws his offer or modifies the same, the DG/ADG PAC U.P. shall be entitled to forfeit the full amount of Earnest Money Deposited as part of the offer.
- (6) The earnest money of unsuccessful tenderers shall be returned within 30 days of finalization of tender.
- (7) The earnest money of successful tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the firm.
- (8) If the successful tenderers fail to furnish the performance security deposit as required in the contract within the stipulated period, the earnest money shall be liable to be forfeited by the purchaser.
- (9) The public Sector undertaking/ or Central/State owned companies are not exempted from the payment of earnest money unless registered with DGS&D/NSIC
9. **PRICE**
- (1) 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 equipments, guarantee/warranty including all other livable taxes and duties. Format for the price bid is enclosed as ***Annexure II & III***
- (2) If the rates quoted are INCLUSIVE OF CUSTOM, EXCISE DUTY AND CENTRAL SALES TAX/ VAT TAX, the rates of Custom duty, Excise Duty and CST/ VAT Tax must be specified by the tenderers and failing which their offer shall be ignored.
- (3) Tenderer is required to submit the proposal of AMC of OBM engines. However AMC rates will not be considered for deciding L-1.
- (4) If there is any discrepancy between the offer quoted in figures and in words, the lower of the two will be treated as the offer.

10. SUBMISSION OF OFFER

(1) The Offer Submission

Sealed, independent financial and technical offers shall be submitted in two sealed envelopes marked envelope No 1 (for technical bid) and envelope No 2 (for financial bids) and shall be again put together in one common cover and sealed. Each sealed cover shall be marked on the left-hand top corner 'Offer for the supply of 2 stroke OBM engine'. The full name and address of the tenderers and the name of authorized agent delivering the sealed cover containing the offer shall be written on the bottom left hand corner.

(2) Contents of envelope no. 1:

The envelope no. 1 shall contain following documents:-

- a) Earnest Money and Technical proposal in form prescribed.
- b) Documents mentioned in tender clause 2 and all qualifying documents mentioned in tender terms and conditions.

(3) Contents of envelope no. 2:

The second envelope clearly marked envelope No 2 shall contain the financial offer fully, Offer shall be submitted in separate sealed envelop marked " Financial Bid for supply of 2 stroke OBM engine "

- (4)** The tenderer shall place his financial offer in envelope No. 2. He shall not quote his financial offer anywhere directly or indirectly in envelope no. 1. Tender offer in duplicate. The tenderer shall submit the bid in duplicate with the financial bid and technical bid in separate sealed envelopes clearly marked " Financial bid duplicate" and "Technical bid duplicate" and both placed in one sealed envelope clearly indicate the name of the tendering firm and marked duplicate. Photocopy of earnest money will be placed with duplicate technical bid.

(5) Place of Submission

The offers shall be received in the tender box kept in the U.P. PAC Headquarters, Mahanagar, Lucknow.

- (6)** If submitted by post, the sealed envelope marked above shall be enclosed in another envelope properly addressed and shall be sent by registered post acknowledgement due or by speed post subject to receipt in the U.P. PAC Headquarters, Lucknow by the specified date and time. The date and time of receipt of the offer shall strictly apply in all cases. Any delay will be the responsibility of Tenderer.

11. Date and Time of Submission of Offer

The offer shall be received by the U.P.PAC at the address mentioned above not later than up to 14-07-2014 till 14:00 hrs. The DG /ADGPAC, UP may at his discretion extend the dead line for submission of offer by issuing an addendum in accordance with Clause 4 in which case all rights and obligations of the DG/ADG PAC U.P. and tenderers previously subjected to the original dead line shall therefore be subjected to new dead line.

12. Late Bids

Offers received after the dead line of submission will not be opened and shall be returned unopened to the tenderer.

13. Modification and Withdrawal of Offer

If after submission of the offer, the tenderer withdraws his offer or unilaterally modifies the same, without prejudice to any other rights and power of the DG/ADG PAC, U.P. hereunder or in law, the DG/ADG PAC U.P. shall be entitled to forfeit the full amount of the Earnest Money deposited by the tenderer.

14. OFFER OPENING AND EVALUATION

(1) Offer Opening

All offers received in the tender box will be opened by a Technical committee in the presence of the tenderers/their authorized representatives. The following procedure will be adopted.:-

- (2)** First of all the information about number of tenderers will be announced for information of all those present.

- (3) The outer envelope containing envelope no 1 and 2 of all the offers received will be opened first. Envelope 1 and 2 of all the offers will be arranged alphabetically as far as possible and will be marked with serial number accordingly.
- (4) Envelope no 1 of each tenderer will be then opened serially. Documents in the envelope no 1 will be verified by the opening authority to check the validity as per requirement. At the first stage only Earnest money, technical proposal will be summarily checked. If any requisite is wanting a note to that effect will be recorded by the committee. The date of opening of envelope 2 will be notify in due course to the eligible tenderers.
- (5) All the envelope(s) no 2 of the tenderers whose envelope no 1 does not contain the specified document or any of the specified document is missing, will be separated out. A note on the envelope no 1 of such offers indicating the nature of deficiency will be recorded. The envelope no 2 of such tenderers shall not be opened and a note to the effect will be recorded on the concerned envelope No.2.
- (6) After scrutiny of technical bids and technical demonstration, the financial bid of technically qualified firms will be opened and ranking statement will be prepared and the finalization of tender will be done on L-1 (the least price) basis.
- (7) If tenderer fails to supply the equipment with the specified period, the Tender Accepting Authority may resort to cancellation of the said order.
15. The supplier shall have to bear the expenses of POL and other accessories required for the testing and trials to be conducted by the Indenting Officer
16. The tenderer shall have to get the OBM inspected at their own cost by the committee formed by DG/ PAC. The tenderer will produce a Performance Certificate from the inspecting authority, for the Indenting Officer that the OBM engine have been constructed as per the technical specification and found satisfactory on test trial.

The Engines shall be inspected by the inspection team nominated by the U.P.PAC at Indian agent's workshop.

17. Clarification of Offer

To assist in examination and evaluation of offers, the DG PAC/ADG PAC or his representative may ask tenderers individually for clarification of their offer including break up costs, reasons in case of very high/very low offer etc. The response thereof shall be in writing.

18. Offer Liable For Rejection

The offer is likely to be rejected, if on opening, it is found that:

- a) The tenderer has not included one year guarantee.
- b) The tenderer has not strictly followed the procedure laid down for submission of offer.
- c) The tenderer has proposed conditions or qualifications which are inconsistent and contrary to the terms and conditions specified.
- d) Additions, corrections or alteration are made by the tenderer/s on any page of the document.
- e) Any page or pasted slips are missing.
- f) The tenderer has specified any additional condition
- g) The bidder is expected to examine carefully all instructions; conditions and terms. Bids failing to comply with the requirements will be summarily rejected

19. Tender Accepting Authority's Right To Reject

Notwithstanding Clause 20, the Tender Accepting Authority reserves the right to accept or reject any offer and to nullify or suspend the offer process and reject all the offers at any time prior to award of contract without any assurance for costs or consequences on the part of the tenderers.

20. Notification of Award

Prior to the expiration of offer validity period or any such extended validity period, the Tender Accepting Authority will notify the successful tenderer in writing and also by a registered letter that his offer has been accepted. This letter (herein after and in conditions of contract called letter of acceptance/ supply order) shall specify the details of accepted offer for removal of any doubts.

21. Delivery Period

- (1) Early deliveries are required. It shall be executed within 120 days.. Tenderers are required to quote their delivery schedule, number of OBM engine per week i.e. weekly delivery schedule should be quoted
- (2) Penalty @ 0.5% per week or part thereof of the contract value shall be levied for delay in supply subject to maximum of 10% in the form of LD.
- (3) 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, department of supply of the general conditions of the contract.
- (4) Firm should not deliver stores to consignee(s) beyond scheduled delivery period without obtaining prior sanction of purchaser.
- (5) In case, firm deliver stores after scheduled delivery period, even if the stores are accepted by the consignee, it would be at the risk and cost of the seller as the supply may not be taken as contractually accepted.
- (6) DG/ADG PAC may extend delivery period with or without liquidated damage in exceptional circumstances.

22. SUPPLY/INSTALLATION OF ORDERED STORES

- (1) The bulk supplies in the case of successful tenderers should conform to tender samples accepted in trial evaluation in all respects besides specification mentioned .
- (2) The tenderers will be fully responsible for proper installations, testing and making the equipment functional before acceptance of stores and final settlement of account.
- (3) The equipment should be brand new, lot/make/model no/batch number/year of manufacturing/name of manufacturer & other detail should be given.
- (4) Original literature supplied with the item/equipment should also be provided.

23. Guarantee

That supplier shall guarantee of one year from the date of supply of the store to consignee. If during the aforesaid period of one year, the said stores be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, the decision of the tender accepting authority in that behalf shall be final and binding on the supplier and the U.P. PAC shall be entitled to call upon the supplier to replace the stores or such portion thereof as it finds to be defective within a reasonable period, or such specified period as may be allowed by the tender accepting authority in his discretion of application made thereof by the supplier and in such an event, the above period shall apply to the stores replaced from the date of replacement mentioned in guarantee thereof. Otherwise the supplier shall pay to the U.P. PAC such compensations may arise by reasons of the guarantee therein contained.

24. Maintenance:

The tenderer should have an agreement with the engine manufacture or their authorized Indian agent w/r/t service, repair, supply of spare parts for at least 5 years and basic training by the supplier for operation and maintenance (basic repairs) for at least a week duration.

25 Performance Security Deposit

A Performance Security deposit equivalent to 10 percent of the total value of the estimated cost have to be furnished by the successful supplier in the form of Bank Guarantee/ fixed deposits from a scheduled Nationalized Bank acceptable to U.P.PAC within 3 days of issue of Purchase Order for due performance of the aforesaid agreement. The Performance Security Deposit will not carry any interest whatsoever in any circumstances.

26. Claims under performance security:

The U.P.Police shall make the claims under performance security after notifying to the supplier stating the nature of the default in which respect the claim is made.

- (1) In the event of any default on the part of the supplier to comply with any of the terms of this supply, the DG/ADG PAC, UP is entitled to issue a termination notice to the supplier. The supplier is required to comply with the actions/penalties imposed upon the supplier, including termination of supply order within 7 days from the date of receipt of written notice. The DG/ADG PAC UP shall have the right to forfeit the entire or part of the amount of Performance Security Deposit lodged by the supplier/s and to appropriate the Performance Security Deposit or any part thereof in or towards the satisfaction of any claim of the U.P.PAC for any damage, losses, costs, charges or expenses or otherwise. The decision of the DG/ADG PAC, U.P. in respect of such damages, losses, costs, charges or expenses or otherwise howsoever shall be final and binding on the supplier/s.
- (2) In the event of Performance Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum due to the supplier or which at anytime thereafter may become due to supplier with the U.P.PAC. Should that sum also be not sufficient to cover the full amount recoverable, the supplier shall forthwith pay to the U.P.PAC on demand the remaining balance due or the same can be recovered as arrears of Taxes under the provision of the Act.
- 27 Disputes, if any, between the two parties shall be settled by Arbitration. The Arbitrator shall be appointed by DG/ADG PAC UP Lucknow and Arbitration proceedings shall be held at Lucknow UP. The decision of the Arbitrator shall be binding on both the parties.
28. Any legal issue arising out of or in respect of the Contract shall be settled by Legal Court at Lucknow only.
29. **Contract Agreement**
The supplier shall execute an agreement on a non-judicial stamp paper of Rs 100/-. The Agreement annexed to said Conditions, will be prepared and completed at the cost of the supplier with such modifications as may be necessary.
30. **Compliance With Statutes or Regulations**
The supplier shall conform and implement all Central or State Statutes, Rules, Regulations and other judicial orders issued from time to time in all respect.
31. **Recovery of Dues**
The DG/ADG PAC, U.P or his representative shall, without prejudice to its any other rights and remedies, be entitled to recover from the supplier all amounts due to or recoverable by DG/ADG PAC, U.P. from him/ them, there under as arrears of taxation as per the U.P.Police Acts, Statutes, Clauses governing the recovery of taxes.
- 32 All the specifications mentioned in the Annexure-I in this tender are the minimum required and tenderers are advised to quote only for the same or better specifications, otherwise their bid will be technically disqualified. Performance in the real type situations shall be the basis to judge the specifications. The technical committee appointed by the DG PAC along with representative of IRS shall judge the performance.
33. **PAYMENT TERMS**
100% Payment will be released on receipt of stores in good condition and survey at consignee(s) locations.
34. **Transfer and sub-letting**
The tenderer has no right to give bargain, sell, assign or sub-let 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.
- 35 **Definitions**
- The term "Government" shall mean the Govt. of Uttar Pradesh and Govt of India.
 - The term "DGP, U.P.Police" shall mean and include his successors and assigns.
 - The term "Specified Bank" shall mean any scheduled Bank in India.
 - The term "U.P.Police" means Uttar Pradesh Police constituted under the Police Act.
 - "Tender Accepting Authority" shall mean the DGP of Uttar Pradesh.

- f. “Tender Issuing Authority” shall mean the. Director General/ Additional Director General of PAC, U.P.
- (2) Interpretation
Words imparting persons or parties shall include firms, joint ventures and organization having legal capacity.
- (3) Singular and Plural
Words imparting the singular only also include the plural and vice versa where the context requires.
- (4) Notices, Consents, Approvals, Certificates and Determinations
Where ever in the contract any provision is made for the giving or issue of any notice, consent or approval or certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words ‘notify’, ‘certify’, or ‘determine’ shall be constructed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

DECLARATION

I, (name of authorized representative)-----son of-----of
M/S(Name of firm)-----have read all the rules of tender (1 to 35) given above.
These are acceptable to our firm. Earnest money in the form of **Cross cheque** deposit of a scheduled/ Nationalized
bank of Rs.------(in words)-----in favors of Inspector General of
Police, Uttar Pradesh PAC Hqrs payable at Lucknow is enclosed herewith.
PALCE-----
DATE-----

(Signature)

ANNEXURE-I

TECHNICAL SPECIFICATION OF 25 HP 2 STROKE OBM ENGINE FOR INFLATABLE RUBBERISED BOAT

S.No	SPECIFICATION
1	Model 25 HP Two stroke, two cylinder inline gasoline, electric /manual start, OBM of reputed brand along with storage stand, easy to fit, capable of operation in different water levels including shallow water operations with suitable propeller and manual tiller handle.
2	Model 25 HP two stroke
3	The out board motor which can be quickly and suitably attached whenever required.
4	The Shaft of OBM should be suitable for Transom height approximately 390mm for Inflatable Rubberised Boat.
5	The engine cooling system shall be water cooled type with thermostat.
6	The trim system shall be manual type.
7	The exhaust system shall be through hub/propeller.
8	The lubrication system shall be pre mixed/ other suitable type.
9	The engine shall be ultra low emission ratings.
10	The engine and drive line shall be fitted in enclosed housing to protected from water
11	The compatible light weight fuel tanks with minimum capacity of 25 liters.
12	Connecting fuel pipe.
13	Repair Kit/Tool Kit- House Clamp-4 nos, OBM Impeller-1 nos, Impeller Key-2 nos, Spark Plug-2nos, water pump repair Kit-2 nos. The Items should be new, unused and suiting to latest design and specifications.
14	Tool kit.
15	User manual of engine , and service manual of OBM

Performance Testing would be done in any River as desired by DG, PAC/ADG, PAC/ authorized representative of DG/ADG, PAC.

Check List for OBM ENGINE

Sl	Particulars	Yes/No	Page No. From-to
1	Has the Cost of tender been enclosed with the document if downloaded from website?	Yes/No	
2	Has earnest money deposit been enclosed? If not then supporting documents proving emempiton to this enclosed.	Yes/No	
3	Has tenderer attached monthly manufacturing and supplying capacity in the tender document?	Yes/No	
4	Has tenderer accepted the offer validity as required?	Yes/No	
5	Has tenderer accepted the payment terms as per tender?	Yes/No	
6	Has the following proformas enclosed with tender have been properly and completely filled in, signed and stamped 1- Financial bid proforma 2- Technical bid proforma 3- Details of Manufacturer	Yes/No	
7	Has tenderor attached authorization Certificate for participating in the tender on behalf of OBM Engine Manufacturer?	Yes/No	
8	Has tenderor attached Quality assurance systems certification such as ISO 9001-2008 of OBM Engine Manufacturer?	Yes/No	
9	Has tenderor attached proof of registration under UP Trade Tax or Central Trade Tax?	Yes/No	
10	Has tenderor attached a List of Service centers for providing after sale service ?	Yes/No	
11	Has tenderor attached Performance statement for the last three years, copy of supply orders & necessary Certificates from current/previous clients?	Yes/No	
12	Has tenderor attached an affidavit on appropriate non judicial stamp paper that he:-	Yes/No	
	(8a.) Has not been declared bankrupt by any Institution or Government?	Yes/No	
	(8b.) Has not been black listed by the Government or any other Organization for failure to any dues?	Yes/No	
	(8c.) Has not been adjudged by any court as insolvent or was not under any law for an offence involving moral turpitude or any criminal activities etc. or was detained under any preventive laws?	Yes/No	
13	Has tenderor furnished his PAN Number of Income Tax and TIN Number of Sales Tax ?	Yes/No	
14	Has tenderor mentioned rates of Custom, Excise duty & CST/UPTT if quoted exclusively?	Yes/No	
15	Has tenderor attached delivery schedule of 120 days & its justification?	Yes/No	
16	Has tenderor attached full technical details, printed leaflets with full & detailed specifications of each item, Make, Model of proposed OBM engine confirming to Indian / International standards ?	Yes/No	
17	Has tenderor attached detailed specifications of accessories, list of tools of tool kit?	Yes/No	
18	Has tenderor attached undertaking for one year ?	Yes/No	
19	Has tenderor marked page numbers from beginning to end of his tender proposals i.e. Technical & Financial proposals?	Yes/No	
20	Has tenderor made initials on each page of tender document, Technical Bid, Financial Bid & enclosures thereof?	Yes/No	
21	Has tenderor attached registration certificate from DGS&D/NSIC/SSI (with respective State DI) for manufacturing Aluminium boats?	Yes/No	
22	Has tenderor submitted financial balance sheet for last 3 years/ proof of financial capacity i.e. Annual 2 Crore along with audited balance sheet?	Yes/No	

23	Whether Certificate for the Legal status of the signatory of the offer e.g. Partnership firm/ J.V/ MOU etc. attached or not?	Yes/No	
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Annexure-II

FINANCIAL BID FOR 40 TWO STROKE OBM ENGINE

Schedule of Works

Serial No.	Description of work	Rate of one two stroke OBM	Tax thereon	Total Cost including tax
1	Rate of 01 two stroke OBM engine as per specification			
2	Rate of 40 two stroke OBM engine as per specification			
	Total Cost			

I/We hereby tender to execute the supply of 40 Nos. two stroke 25HP OBM engine including tax more particularly the works tendered for in detail by me/us in the Schedule above for the sum of Rs. _____ only. (Rupees _____ only).

I/We herewith attach the **Cross cheque** deposit for Rupees---- (Rupees _____ only) deposited by me/us as Earnest Money, which Earnest Money may be forfeited by the Inspector General of PAC Headquarters, U.P.PAC Headquarters, Lucknow, if I/We fail to sign the contract the form of which I/We have inspected within the time specified in the notice calling for tenders.

Signature of Tenderer.....

Address.....

Date.....

Signature of witness (1).....

Address.....

Date.....

Signature of witness (2).....

Address.....

Date.....

Annexure-III

TECHNICAL BID FOR 40 TWO STROKE 25 HP OBM ENGINE AS PER SPECIFICATIONS

From:

Full Name.....

Address.....

.....

(i) Telegraphic Address, if any.....

.....

(ii) Telephone Number if available.....

To,

Director General of Police,
PAC, Uttar Pradesh,
Lucknow

Subject Offer for supply of 40 **two stroke 25 HP OBM ENGINE**

Sir,

Pursuant to the Notice Inviting Offer No.....Datedissued by the DG PAC UP, for and on your behalf, I/We hereby submit my/our offer for supply of **two stroke 25 HP OBM ENGINE**

2. I/We have thoroughly read and understood Terms and Conditions of offer for the aforesaid purpose and the Terms and Conditions of Tender document have been signed by me/us and I/We hereby agree to duly abide by them.

3. I/We agree to keep my/our this offer open for acceptance by the DGP UP to 120 days after the last date of receipt of offer, I/We shall be bound by the communication of acceptance of this offer dispatched by the DGP UP within the aforesaid time.

4. As required by the Terms and Conditions of offer we send herewith the Earnest Money of Rs.....(Rupees) in **Cross cheque** deposit receipt no.....drawn byspecified Bank payable at Lucknow in favour of the Inspector General of Police, U.P.PAC Headquarters, Lucknow along with our technical proposal for supply of **two stroke 25 HP OBM ENGINE**

A copy of our Deed of partnership duly certified as true is enclosed. This offer is made by our company/ Private/ Public Limited Company/ Joint Venture registered under the Indian Companies Act 1913.The Companies Act 1956 and its registered office is situated at..... A copy of the print of Memorandum and Articles of Association of our venture duly certified as true is enclosed.

Signature of Tenderer.....

Address.....

Signature of witness (1).....

Address.....

Signature of witness (2).....

Address.....

Annexure-IV

APPENDIX-2 DETAILS OF MANUFACTURER

1. Details of manufacturer.	
(a) Name :	
(b) Office :	
(i) Address :	
(ii) Telephone :	
Land line :	
Mobile :	
(iii) Fax :	
(iv) 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 authorization 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 :	
(G) Certificate of authorized 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	
(a) Indicate whether you are LSU or SSI.	
(b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration	
(c) If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.	
(d) 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	
(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, please 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 break up 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 are held in stock 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) (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	
N.B.: (1) Please 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.	
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 licensing 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 license 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 license is required for the purpose of raw materials and/or that you possess the required license.	
18. State whether business dealings with you have 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. Please confirm that you have read all the instructions carefully and have complied with them accordingly.	
21. Sale Tax office Address.	
22. Details of last income Tax return (Enclose copy)	
23. Name and details of Authorized Person detailed For dealing this case with PAC for this Tender (Photo Copy of I-Card to be attached)	
24. Change the name of the firm, if any, since origin, with date and reasons there of :	
25- Details of FIR/ complaint lodged against your firm with police, if any.	
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.

Signature of Tenderer

Date with stamp

Name of Tenderer