

**TENDER DOCUMENTS FOR SUPPLY OF
3200 NOs. FIRE EXTINGUISHER**

उ० प्र० पुलिस मुख्यालय, इलाहाबाद-1

संख्या:आधु.सेल-68-2016(2) दिनांक सितम्बर 8, 2016

निविदा सूचना

उत्तर प्रदेश पुलिस के प्रयोगार्थ 'फायर एक्सटिंग्विशर' की सीलबन्द निविदायें (तकनीकी एवं वित्तीय भाव पत्र अलग-अलग सर्वमुहर) आमंत्रित की जाती है:-

क्रमांक	उपकरण का नाम	संख्या	धरोहर राशि	टेण्डर फार्म फीस (वैट सहित)
1-	First Extinguisher	3200	Rs. 0.81 Lacs	Rs. 17,472/-

उ०प्र० पुलिस के उपयोगार्थ 3200 अदद फायर एक्सटिंग्विशर्स की आपूर्ति हेतु निर्माता/अधिकृत विक्रेता द्वारा निविदा प्रपत्र उ०प्र० पुलिस की वेबसाइट www.uppolice.gov.in एवं सूचना विभाग की वेबसाइट www.upgov.nic.in से डाउनलोड किया जा सकता है। प्रकाशन के उपरान्त निविदा प्रपत्र को किसी भी कार्य दिवस में प्रातः 11.00 बजे से सायं 3.00 बजे तक पुलिस मुख्यालय, इलाहाबाद से टेण्डर फार्म फीस ₹0 17,442/- का नकद भुगतान अथवा पुलिस उपमहानिरीक्षक, मुख्यालय, उ०प्र० पुलिस मुख्यालय, इलाहाबाद के पक्ष में देय उपरोक्त राशि के डिमाण्ड ड्राफ्ट के माध्यम से क्रय किया जा सकता है। निविदा प्रपत्र को दिनांक 29.09.2016 के समय अपरान्ह 3.00 बजे तक किसी भी कार्य दिवस में उ०प्र० पुलिस मुख्यालय, इलाहाबाद में स्थित पुलिस अधीक्षक, मुख्यालय, उ०प्र० पुलिस मुख्यालयके कार्यालय कक्ष में स्थित में स्थित टेण्डर बाक्स में डाले जा सकते हैं।

2. निविदा प्रपत्र में अंकित आइटम के लिये तकनीकी बिड व वित्तीय बिड दो प्रतियों (ओरिजनल/डुप्लीकेट) में अर्थात् कुल 04 सीलबन्द लिफाफे, जिन्हें एक अन्य लिफाफे में सीलबन्द करके डाले जायेंगे। प्रत्येक लिफाफे में ऊपर लाल स्याही से निविदा संख्या व दिनांक अंकित किया जायेगा। लिफाफा नं०-1 में ओरिजनल तकनीकी भाव पत्र के साथ अर्नेस्ट मनी (धरोहर धनराशि), उ०प्र० पुलिस मुख्यालय, इलाहाबाद द्वारा निर्गत टेण्डर फार्म की प्रति व अन्य अभिलेखों की प्रमाणित छायाप्रतियां रखी जानी होंगी। तकनीकी भाव पत्र के लिफाफा नं०-2 में तकनीकी भावपत्र नं०-1 के समस्त अभिलेखों की छायाप्रतियां रखनी होंगी। तकनीकी भाव पत्र में मूल्य अंकित नहीं होगा। वित्तीय भाव पत्र के लिफाफा नं०-3 में ओरिजनल अभिलेख तथा लिफाफा नं०-4 में ओरिजनल अभिलेखों/संलग्नकों की प्रमाणित छायाप्रतियां रखी जायेंगी। अपूर्ण निविदा एवं बिना अर्नेस्ट मनी के प्रस्तुत निविदा पर विचार नहीं किया जायेगा। तकनीकी निविदा उपयुक्त पाये जाने पर ही अग्रेतर कार्यवाही पर विचार होगा।

3. तकनीकी बिड में उपकरणों की निर्माता कम्पनी का नाम, पूर्ण पता, फोन नम्बर आदि का उल्लेख अवश्य होना चाहिये। तकनीकी बिड 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 जाये।

4. क्रय समिति न्यूनतम निविदा को स्वीकार करने के लिये बाध्य नहीं होगी तथा किसी भी निविदा को आंशिक या पूर्ण रूप से अस्वीकार करने हेतु सक्षम होगी। क्रय समिति को उपरोक्त सम्पूर्ण निविदा सूचना को भी निरस्त करने एवं क्रय किये जाने वाले उक्त उपकरण की संख्या घटाने अथवा बढ़ाने का भी अधिकार होगा। इस सम्बन्ध में कोई वाद किसी न्यायालय में प्रस्तुत नहीं किया जा सकेगा।

5. निविदादाता अथवा उसके द्वारा नामित प्रतिनिधि निविदा खोलते समय उपस्थित रह सकते हैं।

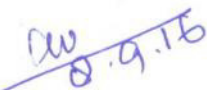
6. निविदादाता द्वारा ट्रेड टैक्स/वैट रजिस्ट्रेशन से सम्बन्धित प्रमाण पत्र तथा ₹0 10/- के नान ज्यूडिशियल स्टैम्प पेपर नोटरी द्वारा सत्यापित इस आशय का घोषणापत्र कि भारत में स्थित किसी सरकारी संगठन द्वारा उनकी फर्म को ब्लैक लिस्ट नहीं किया गया है। इसे फार्म के साथ संलग्न कर उपलब्ध कराया जाना अनिवार्य है।

7. आपूर्ति से पूर्व निरीक्षण समिति द्वारा पुलिस मुख्यालय, इलाहाबाद में पीडीआई की जायेगी।

8. निविदा विषयक सर्वाधिकार क्रय समिति के अध्यक्ष को निहित होगा।

निविदा प्रक्रिया की समय सारिणी निम्नवत् होगी:-

1.	निविदा प्रपत्र के बिक्री के प्रारम्भिक तिथि	दिनांक 8.9.2016 को पूर्वान्ह 11.00 बजे से
2.	निविदा बिक्री की अन्तिम तिथि/समय	दिनांक 29.9.2016 को 15.00 बजे तक
3.	निविदा जमा करने की अन्तिम तिथि/समय	दिनांक 29.9.2016 को सायं 16.00 बजे तक
4.	तकनीकी बिड का खोला जाना	दिनांक 30.9.2016
5.	तकनीकी बिड का मूल्यांकन	दिनांक 5.10.2016 एवं 6.10.2016
6.	बित्तीय बिड का मूल्यांकन	तकनीकी बिड के परीक्षण के उपरान्त तिथि घोषित की जायेगी।


 (अशोक कुमार)
 पुलिस अधीक्षक, मुख्यालय,
 उत्तर प्रदेश।

No. of Form: Mod cell-68-2016(2)

Cost of Form Rs.17,472/- (with VAT)

UP Police Headquarters, Allahabad
Section officer, Modernization Cell

Tender Form 30(B)

S.No.	Items	Total Nos.	Earnest money required (in rupees)
1	Fire Extinguishers	3200	1,14,000/-

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 arrangement stated above at the rates given in the schedule below. I/We hereby agree that in the event of tender being accepted the terms and conditions enclosed separately and those contained in the acceptance letter will be binding upon me/us and will, along with the quotation, be converted in to shall be deemed to be a completed agreement between me/us and the Governor of Uttar Pradesh from the date issue of acceptance letter. I/We hereby further agree that if so required by the Supdt. of Police, HQ, UP Police Headquarters, Allahabad. I/We shall execute of formal agreement deed.

2- I/We herewith deposit a sum of rupees _____ as earnest money and should I/we fail to execute a fresh deed of agreement if so required by the Supdt. of Police HQ, UP Police Headquarters, Allahabad. on behalf of the Governor of Uttar Pradesh and deposit the security as laid down in the tender notice within ten days of acceptance of my/ our tender. I/We hereby agree that, a part from my/ our liability under the agreement the above sum earnest money will be forfeited to the Governor.

SCHEDULE OF RATES

S.No.	Item with specification	Unit	Rate per Unit	Taxes		Total	Make & Brand
				Sales Tax	Excise duty		
1	2	3	4	5	6	7	8

Signature of Tenderer _____ Address _____

Name of Tenderer _____

Signature and name of the witness

(1) _____ Address _____

Date _____

Signature and name of witness

(2) _____ Address _____

Date _____

INSTRUCTIONS TO TENDERERS

A. GENERAL

The last date for submission of tender offers shall be September 29, 2016 till 15:00 hrs, unless otherwise notified.

1- Work Description

Supply of 3200 Nos. of Fire Extinguishers as per specifications.

2- Eligibility and Qualification

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

- 2.1 The tenderer should be manufacturer or agent authorised for this tender for articles mentioned in work description above. Manufacturer or agent authorised should have earlier experience. Relevant documents and certificates confirming the same should be enclosed with the Technical bid. Preference will be given to the UP State Units as per the existing Govt. orders of UP Govt.
- 2.2 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 alongwith the bid.
- 2.3 All the offered items shall come with minimum one year warranty.
- 2.4 The tenderers should also enclose a Performance Statement for the last three years giving details of orders received and executed for similar items. Copy of supply orders/ certificates should also be enclosed from the respective department.

2.5 An affidavit that, tenderer:-

- 2.5.1 has not been declared bankrupt by any institution or Government.
- 2.5.2 Has not been black listed by the Government or any other organization for failure to any dues.
- 2.5.3 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.
- 2.6 Permanent Income Tax and Trade Tax account number.
- 2.7 If the rates quoted are INCLUSIVE OF EXCISE DUTY AND CENTRAL SALES TAX/ VAT TAX, the rates of Excise Duty and CST/ VAT Tax must be specified by the tenderers and failing which their offer shall be ignored.
- 2.8 The tenderer should quote confirmed delivery period for supplies, alongwith chart of supplies date wise. It should be clearly mentioned in the Technical offer, along with documentary proof.
- 2.9 Firms are required to submit full technical details, printed leaflets, full specifications of each item. Make & Model should also be clearly mentioned.
- 2.10 All the accessories should confirm to the relevant Indian/ International standards that their equipments confirm 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 than the specifications attached as Annexure. Any deviation on this may be specified clearly.
- 2.11 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

B. TENDER DOCUMENT

3. Contents of tender Document

The offer document issued for the purpose of offer shall include all the documents listed in section 2 in a chronological order together with any addendum there to be issued in accordance with clause 04.

Each page of Tender Document, Technical Bid, Financial Bid should contain page number from beginning to end and initial of tenderer

- 3.1 The bidder is expected to examine carefully all instructions; conditions and terms. Bids failing to comply with the requirements will be summarily rejected.
- 3.2 All papers must be submitted in duplicate including enclosures.
- 3.3 The tenderer must enclose copy of Tender document duly signed on each page, failing which their offer is liable to be rejected
- 3.4 Duly filled/ signed check list must be enclosed with the offer, failing which tender may be rejected.

4. **Amendments to Tender Document**

At any time prior to the deadline for the submission of the offer, the ADG PHQ, Allahabad 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. The addendum will be sent in writing to all eligible tenderers, for incorporation in the offer and will be binding on them.

C. **PREPARATION OF OFFER**

5. **Language of Offer**

The language of offer shall be in Hindi/ English.

6. **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 information about eligibility and qualification as required
- d) Any other material required to be completed and submitted in accordance with the instructions to tenderers embodied in the offer document. The forms, and the data provided in this document shall only be used, without any exception.
- e) The structure of the offer will be strictly in accordance with the evaluation criteria prescribed for technical evaluation.

7. **Offer Prices**

- 7.1 Validity of the offer shall be 30 days from the date of opening of tender.
- 7.2 The supplier shall have to bear the expenses and other accessories required for the testing and trials to be conducted by the Indenting Officer.
- 7.3 Place of delivery shall be U.P. Police Headquarters, Allahabad.
- 7.4 The tenderer shall have to get the Fre Extinguisher inspected at their own cost at specified Sites by a team made by PHQ Allahabad.

8. **Earnest Money**

- 8.1 The tenderer shall furnish as a part of his technical offer an Earnest Money of Rs. 1.14 Lacs. The Earnest money shall be in the form of bank draft/bankers cheque/Fix deposit receipt of a scheduled/Nationalized bank in favour of the ADG PHQ Allahabad, payable at Allahabad.
- 8.2 Any offer not accompanied by the Earnest Money Deposit will be rejected. No correspondence shall be entertained in this regard.
- 8.3 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.
- 8.4 In the event of his offer being not accepted the amount of Earnest Money of the 2nd lowest bidder (only) deposited by the tenderer shall be refunded to him on passing of the receipt thereto after expiry of the validity period of the offer or after the work has been awarded to the lowest bidder, whichever is earlier.
- 8.5 The Earnest Money shall not carry any interest in any circumstances.
- 8.6 If after submitting the offer, the tenderer withdraws his offer or modifies the same, the ADG PHQ U.P. shall be entitled to forfeit the full amount of Earnest Money Deposited as part of the offer.

D. **SUBMISSION OF OFFER**

9. **The Offer Submission**

Sealed, independent technical and financial offers shall be submitted in two separates sealed envelopes marked envelope No 1 (for technical bid) and envelope No 2 (for financial bid) and shall be again put together in one common cover and sealed. Each sealed cover shall be marked on the left-

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hand top corner 'Offer for the supply of Fire Extinguishers 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.

The person or persons signing the offer shall state in what capacity he is or they are signing the offer viz. as a sole proprietor of a firm or authorised agent for this tender.

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 of Memorandum and Articles of Association of the company should be furnished.

9.1 Contents of envelope no. 1:

The envelope no. 1 shall contain following documents:-

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

9.2 Contents of envelope no. 2:

Duplicate copies of all documents kept in envelope no.1 duly signed.

9.3 Contents of envelope no. 3:

The envelope no.3 clearly marked envelope No 3 shall contain the financial offer only, including necessary relevant details to describe the financial offer (clause-7) including the common set of conditions. Offer shall be submitted in separate sealed envelope marked " Financial Bid for supply of Fire Extinguisher "

9.4 Contents of envelope no. 4:

Duplicate copies of all documents kept in envelope no.3 duly signed

9.5 The tenderer shall place his financial offer in envelope No. 3. He shall not quote his financial offer anywhere directly or indirectly in Technical bid kept in envelope no. 1 or in duplicate in envelope no. 2. 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.

9.6 Place of Submission

The offers shall be received in the tender box kept in the PHQ Allahabad.

9.7 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 ADG Police headquarter, U.P. Police Head Quarters, Allahabad 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.

10. **Date and Time of Submission of Offer**

The offer shall be received by the ADG Police headquarter, U.P. Police Head Quarter, Allahabad, not later than up to September 29, 2016 till 1500 hrs. The ADG PHQ, 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 ADG PHQ U.P. and tenderers previously subjected to the original dead line shall therefore be subjected to new dead line.

11. **Late Bids**

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

12. **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 ADG PHQ, U.P. hereunder or in law, the ADG PHQ U.P. shall be entitled to forfeit the full amount of the Earnest Money deposited by the tenderer.

E. **OFFER OPENING AND EVALUATION**

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13. **Offer Opening**

All offers received in the tender box will be opened by a committee in the presence of the tenderers/ their authorized representatives on 30-9-2016, who choose to remain present at the U.P. Police Headquarters, Allahabad. The following procedure will be adopted.:-

- 13.1 First of all the information about number of tenderers will be announced for information of all those present.
- 13.2 The outer envelope containing envelope no 1 to 4 of all the offers received will be opened first. Envelope 1 and 3 of all the offers will be arranged alphabetically as far as possible and will be marked with serial number accordingly.
- 13.3 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 and technical proposal will be summarily checked. If any requisite document /condition is not fulfilled, a note to that effect will be recorded by the committee. **The opening date of envelope 3 i.e. financial bid will be declared after evaluation of technical bid.**
- 13.4 All the envelope(s) no 3 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 3 of such tenderers shall not be opened and a note to the effect will be recorded on the concerned envelope No.3.
- 13.5 Demo of offered items will be seen and evaluated by the Technical Committee on the prescribed date.
- 13.6 The Financial bids (envelope 3) of the technically qualified firms only will be opened.

14. **BIDDER'S Evaluation**

The technical offers provided in envelope – 1 would be evaluated and decision of the committee will be final in this regard.

15. **Process To Be Confidential**

After opening of the offers no information relating to the examination, clarification, evaluation and comparison of offers and recommendations concerning the award of contract shall be disclosed to the tenderers or other persons. Any effort by a tenderer to exert unfair influence in process of examination, clarification evaluation and comparison of offers to influence decision concerning award of contract shall result in rejection of his offer.

16. **Clarification of Offer**

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

17. **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 warranty.
- 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.

18. **Corrections of Errors**

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.

19. **AWARD CRITERIA**

- 19.1 The Tender Accepting Authority will award the contract to the tenderer whose offer has been found to satisfy all the requirements of offer document.
- 19.2 If this tenderer fails to supply the equipment within the specified period, the Tender Accepting Authority may resort to cancellation of the said order and place order to the next lowest bidder.

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- 19.3 However the Tender Accepting Authority is not bound to accept the lowest tender and reserves the right to reject any or all the tender partially or totally without assigning any reason and can increase or decrease the number of Fire Extinguisher to be procured. It cannot be challenged in any Court of Law.

20. **Tender Accepting Authority's Right To Reject**

Notwithstanding Clause 21, 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.

21. **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.

22. **Delivery Period**

Early deliveries are instantaneously required. It shall be executed within one month from the date of order. Tenderers are required to quote their delivery schedule datewise.

23. The tendere has to certify that above mentioned material has not been supplied below the rate quoted by the bidder in this tender.

Penalty Clause

- 23.1 Penalty of 1% per week Subject to maximum 6% of ordered value on delay of supply will be levied on the supplier

1. Definitions:

- a. The term "Government" shall mean the Govt. of Uttar Pradesh and Govt of India.
- b. The term "DGP, U.P.Police" shall mean and include his successors and assignee.
- c. The term "Specified Bank" shall mean any scheduled Bank in India.
- d. The term "U.P.Police" means Uttar Pradesh Police constituted under the Police Act.
- e. "Tender Accepting Authority" shall mean the DGP of Uttar Pradesh.
- f. "Tender Issuing Authority" shall mean the. ADG PHQ, 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:

Wherever in the contract any provision is made for 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 construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

5. Tenderer's General Obligations:

- 5.1 All the offered items shall come with minimum one year warrantee.
- 5.2 The supply shall be executed adhering to the legal and statutory requirements in force in U.P. at the time of execution.
- 5.3 All the specifications mentioned 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 ADG PHQ, Allahabad shall judge the performance.

8. Performance Security Deposit:

A Performance Security deposit equivalent to 05 percent of the ordered value have to be furnished by the successful tenderer within 10 days of issue of supply order in the form of Bank Guarantee from a scheduled Nationalised Bank acceptable to ADG PHQ, Allahabad before release of final payment. The Performance Security Deposit will not carry any interest whatsoever in any circumstances.

8.1 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.

- 8.2 In the event of any default on the part of the supplier to comply with any of the terms of this supply, the ADG PHQ, ALLAHABAD 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 ADG PHQ, ALLAHABAD shall have the right to forfeit the entire or part of the amount of Performance Security Deposit & Earnest Money 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.Police for any damage, losses, costs, charges or expenses or otherwise. The decision of the ADG PHQ, ALLAHABAD in respect of such damages, losses, costs, charges or expenses or otherwise howsoever shall be final and binding on the supplier/s.

- 8.3 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 any time thereafter may become due to supplier with the ADG PHQ, ALLAHABAD should that sum also be not sufficient to cover the full amount recoverable, the supplier shall forthwith pay to the ADG PHQ, ALLAHABAD on demand the remaining balance due or the same can be recovered as arrears of Taxes under the provision of the Act.

- 8.4 Upon the compliance by the supplier with all obligations and requirements, the Earnest Money

Deposit or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the supplier at the successful completion of the supply & to the satisfaction of the user.

9. Sufficiency of Offer

The supplier shall be deemed to have satisfied himself as to the correctness and sufficiency of the offer, which shall, except insofar as it is otherwise provided in the supply order, cover all his rights, obligations and all matters things necessary for proper completion of the Supply.

10. 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.

11. Recovery of Dues

The ADG PHQ, Allahabad 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 ADG PHQ, Allahabad from him/ them, there under as arrears of taxation as per the Acts, Statutes, Clauses governing the recovery of taxes.

12. 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

13. Payment Conditions

100 % price will be paid on receipt of the stores as duly receipted. Bank Guarantee as performance security deposit for 05 % value of the supply order valid beyond two months from the date of expiry of warranty period indemnifying the U.P.Police against all losses incurred by the U.P.Police during the guarantee period stipulated in the warranty clause.

Sl.	Particulars	Check List	Page nos (from __ to__)
1.	Are you manufacture of <u>Fire Extinguisher</u> ?	Yes/ no	
2.	Have you attached the certificate? Certification for manufacturing unit to ascertain the authenticity?	Yes/ no	
3.	Have you attached authorization Certificate for participating in the tender on behalf of Manufacturer of <u>Fire Extinguisher</u> ?	Yes/ no	
4.	Have you attached proof of registration under UP Trade Tax or Central Trade Tax?	Yes/ no	
5.	Have you agreed to service, repair and supply of accessories of <u>Fire Extinguishers</u> at least 2 years.	Yes/ no	
6.	Have you attached Performance statement, copy of supply orders & necessary Certificates from current/previous clients?	Yes/ no	
7.	Have you attached an affidavit on appropriate non judicial stamp paper that you:	Yes/ no	
	1. Have not been declared bankrupt by any Institution or Government?		
	2. Have not been black listed by the Government or any other Organization for failure to any dues?		
	3. Have 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?		
8.	Have you furnished your PAN Number of Income Tax and TIN Number of Sale Tax ?	Yes/ no	
9.	Have you attached delivery schedule of one month & its justification?	Yes/ no	
10.	Have you attached full technical details, printed leaflets with full & detailed items/specification of Fre Extinguisher?	Yes/ no	
11.	Have you attached undertaking for one year warranty ?	Yes/ no	
12.	Have you marked page numbers with initial of the Manufacturer with Stamp from beginning to end of your tender proposals i.e. Technical & Financial proposals?	Yes/ no	
13.	Have you attached existing GO claiming preference of State Unit?	Yes/ no	

Signature and name of Tenderer_____

Address of Tenderer_____

TECHNICAL SPECIFICATIONS

S.NO	Description	Requirement
1	Type	Power or Foam based effective against Class A, B and C fires as well as Electrical Fires
2	Cylinder Length	>100 mm (Should be able to fit near the Front Windscreen of PRV or below the Drivers seat
3	Operating temp.range	0-60 degrees celcius
4	Capacity (in Kg)	< 500 ml
5	Other General features	Should have easy snap safety seal that can be broken in seconds Should be simple to handle with simple discharge mechanism that allows us to control the discharge and optimise the use of extinguishing agent

FINANCIAL BID FOR Fire Extinguishers

Schedule of Supply

S.No.	Items	Nos.	price	Amount	Tax Their on	Total cost including tax
1						
Total Cost						

I/We hereby tender to execute the supply of 3200 Nos. of Fire Extinguishers including taxes, for the sum of Rs. _____ only. (Rupees _____ only)

I/We herewith attach the Bank draft/Bankers Cheque/Call deposit for Rs. _____ only (Rupees _____ only) deposit by me/us as earnest Money, this Earnest Money may be forfeited by the Addl. Director General of PHQ, Allahabad. UP. If I/we fail to sign the contract

Signature and of Tenderer _____

Address _____

Date _____

Signature and name of witness (1) _____

Address _____

Date _____

Signature and name of witness (2) _____

Address _____

Date _____

TECHNICAL BID FOR 3200 Nos. of Fire Extinguishers as per specification

From:

Full Name _____
Address _____

(i) Mobile Number _____
(ii) Telephone Number _____

To,

Addl. Director General of Police,
PHQ, Allahabad, UP

Subject: Offer for supply of 3200 Nos. of Fire Extinguishers as per specifications.

Sir,

Pursuant to the Notice Inviting Offer No. _____ Dated _____ issued by the ADG PHQ UP, for and on your behalf, I/We hereby submit my/our offer for supply of 3200 Nos. of Fire Extinguishers as per specifications.

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. I/We shall be bound by the Communication of acceptance of this offer dispatched by the ADG PHQ.

4. As required by the Terms and Conditions of offer we send herewith the Earnest Money of Rs. _____ only (Rupees _____ only) in demand draft/ banker cheque/ call deposit receipt no. _____ drawn by _____ specified Bank payable at Allahabad in favour of the Addl. Director General of Police, PHQ, Allahabad, UP along with our technical proposal for supply of 3200 Fire Extinguishers 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 and name of Tenderer. _____

Address. _____ Phone Number _____ Mobile No. _____

Signature and name of witness (1) _____

Address _____

Signature and name of witness (2) _____

Address _____