

Online Tender Document for M.P. Police**पुलिस मुख्यालय, मध्यप्रदेश, भोपाल**

No. PHQ/15/GPC/ 3691-5 /2021 Bhopal,

Dated 08 / 09 /2021

“ ऑनलाईन निविदा सूचना ”

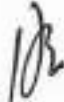
पुलिस महानिदेशक, मध्यप्रदेश की ओर से सहायक पुलिस महानिरीक्षक(प्रबंध) पुलिस मुख्यालय, भोपाल द्वारा नीचे दर्शित तालिका अनुसार निम्नलिखित सामग्री हेतु ऑनलाईन निविदा आमंत्रित की जाती है:-

S.No.	Name of Item(s)	Qty.	Tender Fees (Rs.)	EMD Paid Online Through mptenders.gov.in
1	Cot (folded with water proof ply)	6000	12,500	3,54,000

1. निविदा प्रपत्र ऑनलाईन वेबसाइट <https://mptenders.gov.in/nicgep/app> पर जमा किये जाएंगे।
2. निविदा शुल्क ऑनलाईन जमा करना अनिवार्य है।
3. मध्यप्रदेश पुलिस की वेबसाइट www.mppolice.gov.in से निविदा प्रपत्र एवं विस्तृत जानकारी डाउनलोड की जा सकती है।
4. समय सारणी :-

निविदा प्रकाशन की दिनांक	08/09/2021 के 18:00 बजे
निविदा प्रपत्र डाउनलोड करने की प्रारंभ दिनांक	09/09/2021 के 11:00 बजे
प्री-बिड मीटिंग दिनांक	16/09/2021 के 12:00 बजे
निविदा जमा करने की प्रारंभ दिनांक	27/09/2021 के 11:00 बजे
निविदा जमा करने की अंतिम दिनांक	05/10/2021 के 14:30 बजे
निविदा खोलने की दिनांक	06/10/2021 के 18:30 बजे

5. निविदाकर्तागण से अनुरोध है कि निविदा से संबंधित संशोधन, शुद्धि पत्र आदि वेबसाईट पर ही अपलोड किये जायेंगे अतः वेबसाईट पर अद्यतन रहें।
6. निविदा में दर्शाए दिनांक/समय पर निविदा खोली जावेगी, निविदा खोलने के उपरान्त तकनीकी निविदा में योग्य पाए गए निविदाकर्ताओं एवं वित्तीय निविदा की जानकारी वेबसाईट के माध्यम से बाद में सूचित की जावेगी।


 सहायक पुलिस महानिरीक्षक(प्रबंध)
 हेतु-पुलिस महानिदेशक
 मध्यप्रदेश

Online Tender Document for M.P. Police**POLICE HEADQUARTER, M.P., BHOPAL**No. PHQ / 15/ GPC/ **3691-5** /2021 Bhopal, Dated **08** / 09 /2021**“ONLINE TENDER NOTICE “**


Online tender are invited by Assistant Inspector General of Police (Provisioning) Police Head Quarter, Bhopal on behalf of DGP MP Bhopal for the following on website <https://mptenders.gov.in/nicgep/app>

S.No.	Name of Item(s)	Qty.	Tender Fees (Rs.)	EMD Paid Online Through mptenders.gov.in
1	Cot (folded with water proof ply)	6000	12,500	3,54,000

1. Cost of tender document (Tender Fee) is non refundable and cannot be exempted in any condition & **must submit online through website** <https://mptenders.gov.in/nicgep/app>.
2. Tender document can be download from the website of MP Police (www.mppolice.gov.in)
3. Bids shall be submitted online only at MP Tenders website: <https://mptenders.gov.in/nicgep/app>
4. **Critical Date Sheet:**

Published Date	08/09/2021 Time 18:00 PM
Bid Document Download Start Date	09/09/2021 Time 11:00 AM
Pre bid meeting	16/09/2021 Time 12:00 PM
Bid Submission Start Date	27 /09/2021 Time 11:00 AM
Bid Submission End Date	05/10/2021 Time 14:30 PM
Bid Opening Date	06 /10/2021 Time 16:30 PM

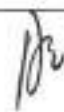
5. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
6. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.


A.I.G. (Provisioning)
For: Director General of Police M.P.

Technical Specification of COT

Part	Specification
1-Cot size	1.1 Length- 2012mm, after folding length 1982mm 1.2 Width – 920mm 1.3 Height – 460mm
2- Head bow	2.1 Height – 200mm(from platform upper side). 2.2 Used pipe -30mm OD X 2mm thick. 2.3 Horizontal support-one(25mm OD X 1.6mm thick). 2.4 Vertical support -three(20mm OD X 1.6mm thick). Note:- I -Horizontal support should be situated above 100mm from the ground level. II -Leg shoes must be made of Virgin rubber (warranty three year). III-Folding mechanism of head bow with 5mm thick HR iron flake.
3.Foot bow	3.1 Height – 125mm(from platform upper side). 3.2 Used pipe -30mm OD X 2mm thick. 3.3 Horizontal support-one (25mm OD X 1.6mm thick) Note:- I- Horizontal support should be situated above 100mm from the ground level. II-Leg shoes must be made of Virgin rubber (warranty three year). III- Folding mechanism of head bow with 5mm thick HR iron flake
4-Center frame	4.1 Dimensions-1982mm X 920mm 4.2 Used pipe – MS type (50mm X 25mm X 2mm thick) 4.3 Three horizontal support(25mm X 25mm X 2mm thick)
5. Joint and Welding	5.1 All joints should be joined by MIG welding and joints should appear smooth.
6. Ply	6.1 710 grade BWP ISI mark ply(Century ply, Green PLY, Archid ply, National ply , Kit ply) of 12mm thickness fixed with centre frame with nuts and bolts.
7. Coating and Colour	7.1 Powder coated (50 micron and above) 7.2 Shaded Olive green colour.
8. Steel	8.1 MS steel (Apollo/Tata/Jindal/Sail)
9. Total length and width when opened	9.1 2012mm X 920mm X 460mm(L X W X H)
10. Total length when Cot folded.	10.1 Length- 1982mm Note:- After folding head bow and foot bow should be adjusted under the length of resting frame.

Note:- ± 5 mm variation allow in overall length and width.



GENERAL TERMS AND CONDITIONS OF TENDER

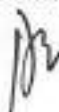
- 1.1. The tenderer should sign the tender form copy, of the general terms and conditions at each page and at the end in token of the acceptance of all the terms and conditions of the tender. Non availability of above tender will be treated as invalid.
- 1.2. Tender form shall be obtained on website mptender.gov.in and mppolice.gov.in and used for each tender by depositing a tender fee paid by Challan under Head 0055-00-105-0000 Police Miscellaneous-Police receipt in any State Bank of India or online payment through mptenders.gov.in

2 Eligibility Criteria:-

- 2.1 The prime bidder should be a firm registered in India having its office anywhere within the territory of India. Prime bidder must be an OEM(Original Equipment Manufacturer) or must be authorized by OEM to participate in bid.
- 2.2 The bidder/ OEM/group company should have experience of at least 3 years in this field.
- 2.3 Average Turn Over in last 3 year should not be less than **88,50,000/-**
- 2.4 Firm Should not have been black-listed by any Gov./Semi Govt, Organizations or PSU .
- 2.5 Tenderer(s) shall submit GST Registration Number, along with the online tender, without which the tender may not be considered.
- 2.6 Tenderer shall have to deposit firm registration number with names and addresses of proprietor/ partner/Director etc. Also e-mail address of firm is to be furnished.
- 2.7 Purchase order in favor of the tendering firm in respect of supply of 3000 cot/beds in the last 3 financial years in any Govt./PSU/Corporate Sector should be enclosed.
- 2.8 Only those Firms which are manufacturer (OEM) or first and genuine authorized distributor/ dealer/ agent of the OEM are eligible to quote in the tender.
- 2.9 In any case an OEM cannot authorize more than one bidder for this tender.
- 2.10 The authorized distributor/ dealer/ agents quoting on behalf of their foreign principal would be treated as Indian agent.
- 2.11 Authorized distributor / dealers/ agent should attach a certificate from the principals assuring their association for at least next 04 years from the date of tender opening, so that servicing support will be available at the authorized service centre for next 4 years.

3- Conditions Governing The Contract:-

- 3.1 The quantities shown in the tender notice are approximate and can be increased / decreased as per requirement. The supplies shall be made according to the requirements of the department.
- 3.2 The Director General of Police reserves the power to relax or exempt any of the conditions of the tender for the reasons recorded for granting such exemption/relaxation.
- 3.3 Procurement will process as per GOP 126/07 and State purchase and procurement rule 2015.
- 3.4 If tenderer is in a position to quote for supply of the entire quantity in accordance with the requirements stated in the attached Schedules to the Tender, all documents attached herewith should be duly filled in, signed and submitted online.



- 3.5 Purchaser reserve the right to load part quantity on L - 2 firm, if it is established that L - 1 firm does not have full capacity to supply the entire tender quantity subject to L - 2 firm matching L - 1 rate on counter offer. If L - 2 firm fails to match counter offer, the same may be made to L - 3 and so on.

4. Purchaser's Discretion:-

- 4.1 The contract of supply can be repudiated at any time if the supplies are not made to the satisfaction of the Director General of Police, MP.
- 4.2 The Director General of Police, MP, Bhopal reserves the right to accept any tender, not necessarily the lowest tenders and reject any tender without assigning any reasons thereof. Orders can be placed for the whole or part of the quantity at the discretion of the Director General of Police, MP, Bhopal.

5. Earnest Money (EM)

- 5.1. Exemption from depositing tender form fees and earnest money to MSME SSI units of the state of Madhya Pradesh as per rule 25.3 of Store Purchase and Service procurement rule 2015 is Applicable. If firm is registered as MSME SSI unit in MP state as OEM of quoted product.
- 5.2 If such MSME/SSI unit quotes for such product which is not manufactured by registered firm will not be exempted from EMD submission.
- 5.3 Earnest money to be submitted online. as per tender condition.
- 5.4. No adjustment of earnest money against pending bills amount will be allowed. The tenders received without earnest money or with less than prescribed earnest money will not be considered.

6. Bidder Statement

- 6.1 Tenderers should submit their performance statement in the enclosed proforma attached at Appendix-III of Tender Enquiry.
- 6.2 The decision on the assessment of the past performance of the bidder by the purchaser will be final. (To be modified/amended on case-to-case basis as per requirement).

7. Two Bid System

Tenderers are required to submit their offers in two bid system online as under :-

7.1 Technical Bid:- First Cover Should Contain the Scanned Copies Of self attested document in Pdf Files as follows :-

- 7.1.1 Technical bid along with its specification leaflets, brochure, if any Composition of technical bid like:-
- 7.1.2 All the schedules duly signed on each page by the tenderer.
- 7.1.3 Proof for payment of Tender document Cost (Tender Fee)/ Earnest Money Deposit /EMD Exemption Certificates.
- 7.1.4 Certificates like Registration certificate, GST NO, PAN No, etc, Forms- I to X
- 7.1.5 The Tenderer must submit authorization certificate (in original) from OEM, as per Technical Specification attached herewith.
- 7.1.6 The Tenderer should provide an Undertaking of authenticity of furniture supplies,(in original), from OEM Certificate,
- 7.1.7 Financial details like Proof of Annual Turnover, Net Profit
- 7.1.8 Tender Acceptance Letter in lieu of signed copy of tender document/RFP and also Letter of authorization to submit bid, if bid is being submitted on behalf of company.
- 7.1.9 Technical specification compliance data sheet.
- 7.1.10 Any other relevant document which the firm wishes to submit.

7.2 Financial BID
Second Cover Should Contain The Following :-

- 7.2.1 Price, bid / Financial Bid to be submitted as per financial Bid Appendix-xi
- 7.2.2 Tenderer will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer (in PDF format).
- 7.2.3 The tender should be filled in with ink. No tender filled in by pencil or otherwise shall be considered. No additions and alterations should be made in the tender. No over writing should be done. Corrections if any, should be done clearly and initialed.
- 7.2.4 The rate/unit must not under any circumstances be altered and the rates must be entered in words as well as in figures.
- 7.2.5 The tender will remain valid for one year from for the date of tender Conditional tender will not be entertained.
- 7.2.6 The tenderer shall be deemed to have carefully examined the condition / specifications etc. of the goods to be supplied. If he has any doubt to the meaning of any portion of these conditions, he shall before submitting his tender / quotation refer to the AIG (Provisioning) of Police MP, Bhopal M. P. at email id :- aig_prov@mppolice.gov.in and get clarification
- 7.2.7 Only the Technical Bid will be opened on the date indicated for Tender opening. Price bids of only those firms will be considered for opening whose offers are complete in all respect and fulfill the requirements as per specification. However, purchaser reserves the right to cancel, reject the tender without assigning any reminder.

8. Tender Sample:-

- 8.1 A sample is to be submitted in central store PHQ Jahangirabad Bhopal along with brochure up to bid Submitted End Date which may be subjected to tests. Hence, in case of rejected tender, items would be returned in whatever condition post the testing. The commercial bid shall be assessed only after found suitable in technical specification.
- 8.2 Samples sent on "Freight to Pay" basis will not be accepted The Tenderer will submit sample on No cost No commitment basis.
- 8.3 All Tender Samples should have cards affixed on it duly signed and stamped by the firm indicating the following:-
 - a) Name and address of the firm.
 - b) Tender No. with date of opening
 - c) Name of item. Item no. and size .
- 8.4 Offer received without Tender Sample & lab test report (if applicable) or in case the tender sample received after the due date and time of receipt of tender, shall be ignored summarily.
- 8.5 The Lab Test report (Original) submitted by the tenderer should be free from any ambiguity and should give clear verdict in respect of all the test required as per relevant specification i.e. whether the sample is meeting the requirement or not meeting the requirement of the governing specifications and the sample is acceptable/ not acceptable with reference to its governing specification.
- 8.6 The Samples may be utilized by the purchaser for carrying out Physical Evaluation on all the parameters of Specifications including destructive Test, in that case the cost of Samples will be borne by the supplier.
- 8.7 Samples submitted by the tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from this office. In case samples are not collected within given time, the samples will be disposed off.

9. Correspondence Procedure & Clarifications :-

- 9.1 Any query/ Clarification/ Representation related to this Tender will be addressed to AIG(Provision Branch) at his e-mail address:- aig_prov@mppolice.gov.in
(To be modified/amended on case-to-case basis as per requirement)
- 9.2 Tenderers are requested to write full name and designation of authorized, signatory on all the correspondence to be made with the purchaser.
- 9.3 Firm should intimate any change in their Address/Telephone/Fax/e-mail immediately. The state of non- communication with firm at any stage will make the offer/ contract liable for rejection and cancellation respectively.
- 9.4 In case of any contradiction noticed in Tender Enquiry the same will be, communicated to AIG(Provision Branch) at his e-mail address.

9.1. PRICE:

The per unit rates should be exclusive of all taxes but taxes (GST) should be mentioned separately in the tender. All rates quoted in the tender must be based on free delivery in good condition, securely packed for different FOR, destination across MP specified in appendix- Xi

10 . Performance Security :-

- 10.1 Completion of tender procedure, successful bidder will be issued purchase order
- 10.2 After the final decision of the tender, the earnest money of tenderers whose tenders have not been accepted, shall be refunded. The successful tenderer will have to submit 5% of the total cost as performance guarantee in the form of Bank Guarantee valid for two months beyond required warranty period.
- 10.3 The period of warranty will start from the last date of supply of goods to destinations as per FOR.
- 10.4 After receipt of Performance Security deposit Earnest Money will be returned.
- 10.5 If successful tenderer applied for extensions of supply period, validity of performance guarantee will have to be extended by such period. Failure of this will result in for forfeiture of Performance Security.
- 10.6 The Performance Security Guarantee will be returned after warranty period after satisfaction of buyer deducting any dues, what so ever .

11- Dispatch Instructions And Documentation:-

The Tenderer shall intimate the purchaser, the mode of transport and probable date of delivery of consignment. by e-mail within seven(07) working days in advance.

12- Packing & Marking: -

- 12.1 The successful tenderer shall arrange supplies of goods in the specific terms and conditions of the supplies to destinations, within 60 days of issue of supply order.
- 12.2 All goods / materials supplied shall be new and of best quality in every respect and as per the sample approved.
- 12.3 The tenderer shall be responsible for the proper packing of the goods so as to avoid damages under normal conditions of transport by sea, rail, road or air and for delivery of the material in good conditions to the consignee at destination. In the event of any loss, damage, breakage, leakage or any shortage tenderer shall be liable to make good of such loss and shortage found at the time of checking/inspection of the materials by the consignee, No extra cost on such account shall be admissible to him.

Pre-Delivery-Inspection:

- 12.4 The Director General of Police, MP Bhopal or his duly authorized representative shall have reasonable time access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of goods.
- 12.5 The tenderer shall invariably furnish complete address of the premises of his office, godown and workshop, together with full name and address of the person who is to be contacted, for the purpose where inspection can be held.

13- Delivery Of Stores :

- 13.1 In case of goods other than those of the approved quality, make or size are supplied, they will be rejected and will have to be replaced within the period prescribed for the completion of the order by the supplier without extra cost. Any expenses or loss caused to suppliers as a result of rejection or replacement of supplies shall be entirely at the tenderer's cost. Any loss caused to the department or any expenses incurred by the department in this shall be recoverable from the tenderer.
- 13.2 The rejected articles must be removed by the tenderer from the FOR Destination within 15 days of the date of information of rejection. If tenderer does not remove rejected articles within 15 days of rejection, tenderer will be responsible for any loss, damage and shortage to such rejected articles. Further, a demurrage charge shall be calculated and counted similar to the penalty clauses, on the cumulative value of the goods rejected and on a period calculated from the date of the letter intimating the rejection of sub-standard goods supplied.
- 13.3 Failure of the supplier to collect the rejected goods within six months from the date of intimation thereof, would render such goods liable for forfeiture, and the department shall be free to dispose of such goods in the manner deemed fit by the Director General of Police, MP.
- 13.4 The supplier shall be required to bear all risks of loss, leakage or damage and shall deliver the goods in good condition to consignees at the destination mentioned in the purchase order.
- 13.5 The goods shall be delivered at the destination in perfect condition. The supplier if so desires, may insure the valuable goods against loss by theft, destruction or damage by fire, flood undue exposure to weather or otherwise. The expenditure thereon shall be borne by the supplier.
- 13.6 In the case of laboratory test of any product, the expenses will borne the Tenderer.
- 13.7 The supplier shall bear commission charges on remittances made in settlement of their claims.
- 13.8 Neither Railway Receipt will be accepted by VPP nor the Railway Receipt which is freight to pay will be accepted.

14. Penalty For Delay In Supply And Liquidated Damages (LD)

- 14.1 If the supplier firm applies for the extension of the delivery period, the extension could be granted on valid grounds only once and maximum up to 60 days. for which . the supplier shall be liable to pay the penalty, which shall be deducted from the payment at the rate of 0.25% of the total amount per week. If the supplier firm fails to supply all the items within stipulated delivery period then the supply order stands cancelled for the remaining items and the security deposit shall be forfeited by the department. In addition of the supplier firm shall be blacklisted for a definite period to be decided by the department, during which no supply order would be given to the blacklisted firm by the police department.
- 14.2 After the expiry of the stipulated delivery period, which include extension period, if any, no item shall be accepted by the department under any circumstances.
- 14.3 If the goods are supplied after the stipulated date then for the purpose of computing penalty, the week shall be counted as if the supply was made on the last day of that week. For example, if the supply of goods is made after the delay of 06 weeks and 4 days then the penalty shall be computed for 07 weeks of delay, i.e., 1.75 % of the total cost.
- 14.4 If the tenderer is unable to complete the supply or fails to comply with the terms and conditions of the tender within the specified or extended period, the D.G.P , MP shall be at liberty to arrange supply either through re-tender or otherwise. The Director General of Police may give 7 days notice in writing to the approved supplier to make good the failure, neglect or contravention there of. He may also use the earnest money / security deposit of the contractor to make good such a loss.
- 14.5 The supply period and penalty on purchase order of imported/ foreign goods will be imposed and decided based on the facts & circumstances and nature of the goods. The Director General of Police reserves the right to take the final decision.
- 14.6 As per tender condition 14.1 penalty will be imposed on non supplied goods.

15. Payment Terms :

- 15.1 Payments would be made only after the receipt of all the items of each phase as specified in the supply order. In cases where part supply has been made and the supply order has been cancelled because of non performance/supply, payment would be made for the supplied items(after deducting penalty of 5% of the value of the non-supplied items).
- 15.2 Payment will be made subject to availability of budget.
- 15.3 Payment will be made in two parts as per the delivery, but only full delivery to a destination will be eligible for payment.

16. Guarantee/Warranty :

- 16.1 The successful tenderer shall execute an agreement on a non judicial stamp of R s. 100/- or of such value as may be prescribed by the law on the subject for contract deeds in the prescribed form, within 15 days from the date he is informed of the acceptance of his tender for the due performance of the contract. In case of failure of the execution of agreement within the specified period, the order shall be liable to be cancelled. The expenses on completion and stamping the agreement shall be borne by the supplier who shall furnish free of charge one copy of the agreement duly executed and stamped to the Director General of Police, M. P. , the other copy should be without non judicial stamp.
- 16.2 Warranty of 3 years against any deformities in shape.

17. Option Clause:

17.1 Direct or indirect canvassing on the part of entrepreneur or their representatives will disqualify their tenders.

17.2 The bidder can bid for one item or all of the items in the tender. He shall however submit separate bids for each item quoting the prices of each item separately.

17.3 Tenderer shall not assign or sublet his contract or any part thereof to any other agency.

18. Fall Clause:- Fall clause will be applicable as under:-

The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the subject store or offer to sell store of identical description to any persons/ organization during the currency of this contract with applicable warranty clause.

19. Right To Rejection:

19.1 If the supplier firm fails to supply goods within stipulated delivery period, the purchase/supply order may be cancelled and the security deposit shall be forfeited by the department. In addition the supplier firm shall be blacklisted for a definite period to be decided by the department, during which no supply order would be given to the blacklisted firm by the police department.

19.2 Upon breach of any of the General Terms and Conditions of contract and breach of the agreement by the supplier it will be lawful for the department to forfeit the Earnest money/ Security Deposit in whole or part, or impose such penalty as deemed fit and recover the same from the Security Deposit or from any other payment to be made to the supplier or in any other manner as the deemed fit by the department, but without prejudice to right of the department to recover any further sum of money as damages from the supplier.

20. Risk Purchase clause:

20.1 In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated date/ period of the supply order/ Purchase order, or in the event of breach of any of the terms and conditions of the supply order, the purchaser will have the right to purchase the subject store from elsewhere at the risk and cost of the defaulting supplier after giving a notice to the defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bill pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Police Units of Madhya Pradesh.

21. Force Majeure Clause :-

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed or becomes impossible or unlawful by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate

the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

22. Termination Of Contract:

Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following circumstances: -

- 22.1 The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- 22.2 The Seller is declared bankrupt or becomes insolvent.
- 22.3 In case Performance Security is not furnished within 15 days from the date of issuing of Purchase order .
- 22.4 If supplied stores does not pass the desired specification during inspection.

23. Law Governing The Contract:

- 23.1. In case of any dispute, the arbitration shall rest with the D.G.P. or any authority nominated by him. The decision of the Director General of Police shall be binding upon the tenderer.

24. Effective Date Of Contract:

The time allowed for carrying out the supply will start from the day of issue of written supply orders (Purchase Order) for supply of store in accordance with the schedule indicated in the tender documents.

25. Instructions For Online Bid Submission:

Details guidelines regarding submission of e-tender is enclosed at appendix- xiii

APPENDICES (to be filled & submitted by tenderer)

Appendix-(i)	= Tender Form
Appendix-(ii)	= Technical Specification Compliance
Appendix- (iii)	= Bidder Statement
Appendix-(iv)	= Declaration
Appendix-(v)	= Undertaking of Registration Numbers
Appendix- (vi)	= Tender Form (Authority Letter from OEM)
Appendix- (vii)	= Tender Form (Commitment Letter for support from OEM)
Appendix- (viii)	= Tender Form (Tender Acceptance Letter)
Appendix- (ix)	= Tender Form (Price Bid Undertaking)
Appendix- (x)	= Tender Form (BG Performance)
Appendix-(xi)	= Tender Form (BOQ)
Appendix-(xii)	= FOR List
Appendix-(xiii)	= Check List
Appendix-(xiv)	= Instruction for online bid submission



POLICE PROVISIONING BRANCH HEAD QUARTER, MADHYA PRADESH,
BHOPAL
TENDER FORM

No. PHQ / 15/ GPC/ 3691-5 /2021 Bhopal,

Dated 08 / 09/2021

Tender applied for _____

1. Name & full address of the Firm submitting the tender _____
2. Name/Names of Proprietor
 - (i) _____
 - (ii) _____
 - (iii) _____
3. Name of contact personnel _____
4. Name of local contact personnel (If any) _____
5. Phone Number/Fax No. _____
6. E-Mail address _____
7. Tender fee deposited vide Challan /DD/BDNo. _____ Dtd _____
8. GST No. _____
9. Earnest money Paid Online Through. Yes/No
10. Agreed to abide by terms and conditions laid down for NIT No. _____ dtd: - -2021.
Yes/No
11. Signed on each pages as a token of acceptance of terms & condition laid down for
NIT No. F- /2021 dtd: - -2021.

Note :- Enclose Appendix-(i) to Appendix-(xiv) duly filled with Sign & Seal

Date _____

Place _____

Signature of Proprietor/
Manager/Representative of firm

(On the Letterhead of the Participant bidder firm/ Company and OEM)

Technical Specification Compliance

(To be enclosed with Technical bid)

1. Name of Item 2. Make / Model

.....

3. Name of Manufacturing company 4. Production place of the item

.....

5. Production year of the item

6. Whether Experience certificate enclosed

Statement of Technical Specification Compliance

S.No.	Details	Specification	Compliance in value	Whether Complies Yes/No
1	Cot size	1.1 Length- 2012mm, after folding length 1982mm 1.2 Width – 920mm 1.3 Height – 460mm		
2	Head bow	2.1 Height – 200mm(from platform upper side). 2.2 Used pipe -30mm OD X 2mm thick. 2.3 Horizontal support-one(25mm OD X 1.6mm thick). 2.4 Vertical support -three(20mm OD X 1.6mm thick). Note:- I -Horizontal support should be situated above 100mm from the ground level. II -Leg shoes must be made of Virgin rubber (warranty three year). III -Folding mechanism of head bow with 5mm thick HR iron flake.		
3	Foot bow	3.1 Height 125mm(from platform upper side). 3.2 Used pipe -30mm OD X 2mm thick. 3.3 Horizontal support-one (25mm OD X 1.6mm thick) Note:- I -Horizontal support should be situated above 100mm from the ground level. II -Leg shoes must be made of Virgin rubber (warranty three year). III -Folding mechanism of head bow with 5mm thick HR iron flake		
4	Center frame	4.1 Dimensions-1982mm X 920mm 4.2 Used pipe – MS type (50mm X 25mm X 2mm thick) 4.3 Three horizontal support(25mm X 25mm X 2mm thick)		

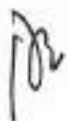


S.No.	Details	Specification	Compliance in value	Whether Complies Yes/No
5	Joint and Welding	5.1 All joints should be joined by MIG welding and joints should appear smooth.		
6	Ply	6.1 710 grade BWP ISI mark ply (Century ply, Green PLY, Archid ply, National ply, Kit Ply) of 12mm thickness fixed with centre frame with nuts and bolts.		
7	Coating and Colour	7.1 Powder coated (50 micron and above) 7.2 Shaded Olive green colour.		
8	Steel	8.1 MS steel (Apollo/Tata/Jindal/Sail)		
9	Total length and width when opened	9.1 2012mm X 920mm X 460mm(L X W X H)		
10	Total length when Cot folded.	10.1 Length- 1982mm Note:- After folding head bow and foot bow should be adjusted under the length of resting frame.		

Note:- ± 5 mm variation allow in overall length and width.

Note :- Separate form should be used for each group/item .

Signature of Bidder



Appendix -III

BIDDER STATEMENT STATUS FORM

(To be enclosed with Technical bid)

S.No.	Particulars	Bidder statement (s)	Supporting document enclosed	Page No.
1	Name of Tendering Firm			
2	Date of Establishment of Firm			
3	Attested certificate of Registration with Registration number of Firm. Corporation/Society etc.			
4	GST Registration Number of Firm <u>details of registration and MSME/SSI</u>			
5	Turnover of Company (i) 2019-20 (ii) 2018-19 (iii) 2017-18			
6	Purchase order in favor of the tendering firm in respect of supply of 3000 cot/bed in the last 3 financial years in any Govt./PSU/Corporate Sector should be enclosed.			
7	Declaration by Firm <u>of acceptance of tender terms</u> (Form -IV)			
8	Under Taking <u>for deducting TDS etc.</u> (Form - V)			
9	EMD UTR No./Reference No. And Amount			



Signature of Bidder

Following Declaration duly filled in must be enclosed with the "Technical Bid" as given below :-

:: DECLARATION OF ACCEPTANCE OF TENDER TERMS & CONDITIONS ::

I, (Name of M.D./ Proprietor of firm) _____ son of Sri _____
of M/s _____ (Name of firm and full
Address) have read all the Terms and Conditions of the tender given above. These are
acceptable to me. Earnest Money Paid Online of Rs _____ (In
words)

I _____ (Name of M.D./Proprietor of firm) son of Shri _____
of M/s _____ (Name of
firm and full Address) **certify that** we are registered and experienced firm for this work and
manufacturing/ trading since _____ (date). We also certify that we are not black
listed by any state or central Govt./University/Bank/Corporation/Autonomous institute etc.
Each page of tender documents is duly signed with seal by us. We undertake to adhere the
ethical commitment as required in this tender mandated by the law.

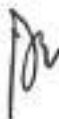
Place : _____

Date : _____

Signature _____

Name _____

& Seal of the Tenderer (Supplier)



(On the Letterhead of the Participant bidder firm/ Company)

Undertaking Of Registration Numbers

I _____ S/o Shri _____ Resident of _____

Being Director / Proprietor / Partner of M/S _____

GST Registration No. is _____ Income Tax PAN No. is _____ Hereby give consent to the office of Assistant Inspector General of Police (Provisioning) Police Headquarter Bhopal to deduct from our Bills whatever Amount is payable by us on account of the necessary Tax dues .

Place :- _____

Date :- _____

Signature:- _____

Name:- _____

Post :- _____

Seal :- _____

Signature of Bidder



TENDER FORM

(On the Letterhead of the OEM)

(To be submitted in Envelop / Part - A, must be duly sealed, signed and uploaded)

AUTHORITY LETTER FROM ORIGINAL EQUIPMENT MANUFACTURER

Date

To,

Assistant Inspector General of Police (Provisioning)
Police Headquarters, Bhopal, MP

Ref. : Tender No.

Dear Sir,

I/We [manufacturer] hereby certify that M/s [tenderer] is an authorized..... [relationship] of [manufacturer] and they are authorized to represent[manufacturer] in submitting their bid for [product & services] and conclude the contract with you.

I/We am/are the Original Equipment Manufacturer in respect of the products listed below.

Sr. No.	Product Name	Remarks
1.		
2.		
3.		

We certify that the Equipment/Furniture provided by us are not end of life products and the maintenance support for the proposed products will be provided till the warranty period.

We [Manufacturer] are confident of M/s [tenderer's] ability to represent us and provide full support till the warranty period.

We [manufacturer] have authorized to quote for this tender .

Signature of Authorized Person

Name

Designation

Seal

Date :

Place :



TENDER FORM**(On the Letterhead of the Participant bidder firm/ Company)**

(To be submitted in Envelop / Part A, must be duly sealed, signed and uploaded)

**COMMITMENT LETTER FOR SUPPORT FROM ORIGINAL EQUIPMENT
MANUFACTURER**

Date

To,

Assistant Inspector General of Police (Provisioning)
Police Headquarters, Bhopal, MP

Ref : Tender No.:

Dear Sir,

I / We hereby commit & confirm that I / we will provide onsite, free of cost service, maintenance and technical support, will keep sufficient stock of spare parts along with spare during Warranty period defined in tender document. I / We will provide onsite support through local office / support centre / arrangement in Madhya Pradesh and keep it operational till the duration of warranty. The address & contact number of the local office / support centre / arrangement is as mentioned below:

Signature of Authorized Person

Name

Designation

Seal

Date :

Place :



TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.



Yours Faithfully,
(Signature of the Bidder, with Official Seal)

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

1. I submit the Price Bid for _____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.

Yours Faithfully,



Signature of authorized
Representative:

Appendix -X

BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE SECURITY

In consideration for the President of India (hereinafter called "the Government") having agreed to exempt.....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated.....made between.....and..... of Performance Security for the due fulfilment of the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rupees..... (Rupees.....(indicated the name of the Bank) at the request of.....contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rupees..... against any loss or damage caused to or suffered would be caused to or suffered by the Government by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement. 2. We.....do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rupees....

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till.....that the terms and conditions of the said Agreement

e- have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the... guarantee thereafter.

5. We.....further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. _____ and shall remain in force until _____. Unless a claim or suit under this guarantee is filed with us on or before _____. ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

8. We.....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the..... of.....2021

for..... (indicate the name of Bank)

Signature.....

Name of the Officer..... (in Block Capitals)

Designation and Code No.

Name of the Bank and Branch.....



नोट :- आनलाईन फाईनेंशियल निविदा में निर्धारित प्रारूप में वित्तीय निविदा जमा करना है।

Proforma for Financial Bid (BOQ)

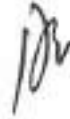
No .	Name of Items	Quantity	Make/Model	Unit Rate	GST %@	Total
1	2	3	4	5	6	7
1	Cot (Folded with water proof ply)	6000				

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Units F.O.R. List

सामग्री का नाम:- पलंग COT (Folded with water proof ply)

स.क्र.	इकाई का नाम	सामग्री
		COT (In Quantity)
01	23th Battallion,Bhopal.	1000
02	2nd Battallion,Gwalior.	1000
03	6 th Battallion,Jabalpur.	1000
04	32th Battallion,Ujjain.	1000
05	9 th Battallion,Rewa.	1000
06	1th Battallion,Indore.	1000
Grand Total		6000



Check List

(To be submitted with first page in Technical Bid Compulsory)

Name of Firm:

Name of item:

S.No.	Description	Details	Page No.
1	e-mail address.		
2	Firm's Registration & Certificate date		
3	EMD		
4	Tender Fee		
5	Acceptance of all term & Condition of the Tender		
6	Tender Form		
7	Technical Bid		
8	Financial Status Form		
9	PAN Number		
10	Authorization/OEM Cert. of the item		
11	Supplies in last 3 year (Mention the name of the office and quantity of the item)		
12	Technical Spec. Compliance Sheet		



INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link "Online bidder Enrollment" on the MP TENDERS Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register their valid **Digital Signature Certificate** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My

Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.