

E-Tender Reference: DG-VIII-108/2025(23)

Web: [www.uktenders.gov.in](http://www.uktenders.gov.in)

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Office of Inspector General of Police  
Provisioning & Modernisation  
Sardar Patel Bhawan, Dehradun  
Uttarakhand-248001

Supply of Hand Held Control Branch (Nozzle)  
For Uttarakhand Fire & Emergency Service



|   |                  |
|---|------------------|
| DATE OF COMMENCEMENT OF E-TENDER DOCUMENT : | 08/October, 2024 |
| PRE BID CONFERENCE :                        | 11/October, 2024 |
| LAST DATE AND TIME FOR SUBMITT OF BIDS :    | 22/October, 2024 |
| TIME AND DATE OF OPENING OF BIDS :          | 22/October, 2024 |

## E-TENDER NOTICE

(1) On behalf of the Governor of UTTARAKHAND, the Police Department intends to purchase the following item. Only manufacturing units and their authorized dealers can participate in the e-tender process:-

| S. No | Description                                 | Qty | E-Tender Fee  | EMD Amount Rs. | Specification/Compliance Template Sheet |
|-------|---|-----|---------------|----------------|---|
| 1     | Supply of Hand Held Control Branch (Nozzle) | 25  | 2000+360=2360 | 74850          | Attached in Bid Form (D)                |

(2) Date of Release of invitation for Bids through e-tender 08/10/2024. Pre Bid Conference will be held on dated 11/10/2024 Time, 01:00 PM at UTTARAKHAND Fire & Emergency Service, 4th Floor, SARDAR PATEL BHAVAN DEHRADUN. All interested bidders are invited in Pre Bid Conference.

(3) Last Date/time for receipt of Bid through e-tender 22/10/2024, 10-00 A.M

(4) Technical Bid shall be opened on date 22/10/2024 (As per the availability/presence of Committee Members.)

(5) The bid document is available online on <http://uktenders.gov.in> from 08/10/2024.

(6) The bidder may download the documents through temporary user name & password that is mentioned on the website. For submission of the bids online the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized certifying authorities.

(7) The tender fee should be provided in its original physical form as well as online by the bidders.

(8) Earnest money i.e. Rs. 74850/- shall be in the form of original F.D.R pledged in favor of Inspector General of Police, Headquarter,12-Subhash Road, Police Head quarters , DEHRADUN. (F.D.R should be valid up to 31/May/2025.) The Bidder shall furnish, as part of its bid, a bid security/Earnest Money Deposit (EMD) in the amount specified.

Purpose: The bid security/EMD is required to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture.

Denomination: The bid security/EMD shall be denominated in Indian Rupees.

Rejection of Non-Compliant Bids: Any bid not secured with bid security/EMD will be rejected by the Purchaser as non-responsive.

Return of Bid Security/EMD: Unopened or unsuccessful bidders' bid securities/EMD will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

Discharge of Successful Bidder's Security: The successful Bidder's bid security/EMD will be discharged upon the Bidder signing the Contract and after furnishing the performance security.

Forfeiture of Bid Security/EMD: The bid security/EMD may be forfeited:

(a) In the case of a successful Bidder, if the Bidder fails: (i) To sign the Contract; or (ii) To furnish performance security in accordance with the terms and conditions.

(9) The bidder are required to submit all the bid documents on line as well as copy of original D.D of Tender fee & EMD. Financial bid should be submitted only online as per the Bill of Quantity (BOQ.)

(10) The bidder are also required to submit (A) original demand draft (D.D) towards the cost of bid documents (b) original F.D.R (c) Original affidavit regarding correctness of information furnished with bid document as per provision of bidding documents and undertaking regarding validity of tender documents till the prescribed validity period (F.Y2024-2025) duly signed on Rs. 100/- stamp paper by registered post or by hand. Failing which bid shall be declared non-responsive.

(11) The successful tenderers who qualify the document evaluation may be called for the demonstration/presentation of their samples at their own cost. The price bids of only the technically qualified tenderers will be opened on the date and time specified in the tender schedule. The lowest bidder (L1) will be determined based on the total cost of item/store. No claims regarding this matter will be accepted by the department. The Director General of Police, Uttarakhand, Dehradun, or their authorized representative reserves the right to reject any or all tenders without assigning any reason."

(12) Tenderers are advised to go carefully through the e-tender document and instructions available on website and ensure compliance before submitting their e-tender. Bidder should ensure the submission of bid as per the check list. The terms & conditions other than those mentioned in the e-tender notice and e-tender document shall not be acceptable and such offers may be ignored.

(13) The tenders should be addressed to "The Chairman Purchase Committee/Inspector General of Police, Provisioning & Modernization, Sardar Patel Bhwan, Dehradun, Uttarakhand-248001".

(14) The e-tender is non-transferable. The following points should strictly be observed while filling up the form.

- (a) The costs indicated for each item should be for Dehradun, inclusive of all taxes, levies, freight etc.
- (b) Total each cost for the full quantity to be supplied will be clearly indicated. Incomplete quotations will be rejected.

(15) All other conditions relevant to tender process can be seen in Instructions to bidders given in bidding documents.

(16) After issuing the e-Tender, if the participating firm has any objection, the objections must be submitted within the stipulated time or period as mentioned in the applicable rules, manual, law, etc. Thereafter, no objection will be admissible.

(17) Validity of offer (Financial year 2024-25.)

(18) Delivery Period -The supply by the firm should commence immediately on receipt of the supply order and should be completed within 45 days of the placement of supply order. In case the firm anticipates delay in supply due to any unforeseen reasons, the firm will at once bring it to the notice of purchaser, who after considering the reasons as valid and beyond firm's control may give extension of time, but the Liquidated Damages clause will be implemented.

(19) "PAST PERFORMANCE REPORT - The firm must provide a past performance report for the same or similar items supplied earlier to any government department, along with the technical bid as a supporting document.

(20) Financial Bid: Tendering firms are required to quote their financial offer in the format given in e-tender documents.

(21) The items generally will be delivered at Fire Station, Dehradun.

(22) All packing cases, packing containers and other similar materials shall be supplied free of cost by the vendors and shall not be returned unless otherwise specifically agreed upon.

(23) EVALUATION CRITERIA- The committee guidelines for evaluation of offers will be as follows:-

A) Only those bidders' offer product/catalog shall be evaluated for the technical demonstration/presentation that are found to fulfill all the eligibility and qualifying requirements according to the checklist norms. The opening of the financial bid will be subject to the technical evaluation report only. Document evaluation check list is annexed in BID Form (E).

B) Demonstration/Presentation:- As per the mentioned in Para 23 (A). The all successful vendors will be asked to demonstrate the equipments before the technical inspection committee on "No cost No commitment basis".

C) The lowest 'Acceptable' e-tender shall be considered further for placement of contract/supply Order after complete clarification and price negotiations as applicable.

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

(26) Financial offers will be opened only of those firms, whose technical offers have been found suitable after technical evaluation.

(27) The Financial Offer will be opened by a committee. Further negotiations may be made only with the lowest bidder (L-1) as determined by the committee.

(28) On behalf of the Governor of Uttarakhand "The chairman of Purchase Committee", will be the accepting authority after departmental approval by the competent authority. The purchaser has the sole discretion to accept or reject any e-tender without assigning any reason.

(29) Once the supply order has been placed, it will be the Vendor's responsibility to supply all the Stores and also to execute a contract agreement to fulfill the supply order.

(30) Any conditions/terms given in the technical or commercial bids by the vendors will not be binding on Police Department, Uttarakhand. All terms and conditions for the supply, delivery, testing and acceptance, payment, and penalty will be as given herein and no change in terms or conditions by the vendor will be accepted. Alterations if any, in the e-tender document should be attested properly by the vendor, failing which the e- tender will be rejected. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to the submission of the bids on dgc-police-ua@nic.in or through letter to the Chairman Purchase committee.

(31) INSPECTION (a) The inspection of samples regarding feel, finish and departmental suitability will be done by the Technical/purchase committee at the technical level. Only approved samples will be considered further. (b) The inspection of raw materials before manufacture of stores may be done by the committee of officers in the premises of manufacturer to ensure the quality of material according to specification and terms. This time will be included in delivery period. (c) On receipt of stores the manufactured stores will be subject to inspection, to ascertain that they confirm to the specifications as laid down in the supply order, by the Committee of Officers detailed by the Department. In case the stores ordered on receipt are not found to be conforming to the laid down specifications, the defective stores will be removed and replaced by stores of the correct specification by the supplier at his own expense within a period of 15 days of inspection (d) In addition to the above, the inspection process

will be governed by the technical specifications/ standards, scope of work and the required test reports and certifications. "Stage-wise inspection will also be conducted by the technical committee as per the scope of work/Technical specification's norms."

(32) Delivery of stores as given in the Para 20 above will be at a location to be intimated in supply order. The stores will be subjected to the acceptance testing procedure to test the individual components of stores. The specifications of the stores should be in confirmatory with the details provided by the vendors as per the given specifications and terms. The user would issue a copy of Inspection note on successful completion of acceptance testing/inspection. The date of issue of acceptance certificate would be deemed to be the date on which the warranty will commence for the entire systems.

(33) SECURITY CLAUSE:- To ensure due performance of the contract, the performance security deposit is to be obtained from the successful bidder who has been awarded the contract. On finalization of lowest e-tender on opening of commercial bid/e-tender or after price negotiation, the lowest tenderer will be intimated of this fact and will be required to submit a Security deposit of sum of 5% of the value of the proposed supply order in the form of F.D.R in favor of IG, HQ Police Headquarter, Dehradun within 07 days. On receipt of above security money the supply order will be issued within 07 days. In the event of non receipt of security deposit within 07 days of issuance of written intimation to the tenderer, the supply order would not be issued and earnest money is liable to be forfeited. The supply order will be issued only on receipt of Security Deposit of contract. Performance security should remain valid for a period of 45 days beyond the date of completion of all contractual obligations including warranty of the suppliers/ bidders .

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

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

(36) LAWS GOVERNING THE CONTRACT:- (A) This contract shall be governed by the Indian laws in force. (B) The marking of all stores supplied must comply with the requirements of the Indian Acts

relating to trade and merchandise marks and of the rules made under such acts. (C) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.

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

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

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

(40) ADDITIONAL QUESTIONNAIRES:- Have you ever been blacklisted as a supplier by any buyer agency/deptt.?

(41) Give your Permanent Account Number allotted by the income tax department along with a photocopies of the PAN Card application/PAN Card, GST Registration and audited balance sheet or Turn Over for the three years with the technical bid i.e. F.Y. 2020-21, 2021-22, 2022-23 or F.Y. 2021-22, 2022-23, 2023-24. The bidder must have an average annual turnover of at least ₹ 1247500/- for the three financial years.

(42) The liability for furnishing correct information in the e-tender document shall rest exclusively with the bidder. If at any stage, any information furnished in the bid document is found to be false concealing or incorrect, the bidder shall be disqualified from the bidding process and no representation in this regard shall be entertained.

(43) Cost of Bidding-The Bidder shall bear all costs associated with the preparation and submission of its bid, and Office of The Inspector General, of Police, P&M, Dehradun, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

(44) Bidding Documents- The goods required, bidding procedures and contract terms are prescribed in the bidding documents.

(45) The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

(46) Clarification of Bidding Documents- A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents.

(47) Amendment of Bidding Documents- At any time prior to the deadline for submission of bids or prior to opening of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment and may extended to bid submission date and time.

(48) All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

(49) Language of Bid- The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in Hindi provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

(50) Documents Constituting the Bid- The bid prepared by the Bidder shall comprise all the documents according to bid document.

(51) Bid Prices- The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids shall not be taken into account for evaluation and shall not be considered for award. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. The price bid should be comprise as per the BoQ template and in such BoQ template each column should be fulfilled by the bidders otherwise bid may be liable for rejection.

(52) Clarification of Bids- During evaluation of technical bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.



(53) The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer, shall be treated as non-responsive.

(54) Delivery Schedule: Total Stores/goods in single supply.

(55) Signing of Contract- At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

(56) Payment- The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice in triplicate describing, as appropriate, the Goods delivered and the Services performed, and upon fulfillment of other obligations stipulated in the contract. On Delivery: 100% of the contract price shall be paid within (30) days after final acceptance of store and as per procurement.

(57) Contract Amendments- No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

(58) Delays in the Supplier's Performance- Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

(59) Liquidated Damages- If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct 0.5% per week and the maximum deduction is 10% of the contract price from the Contract Price, as liquidated damages, of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance,. Once the maximum is reached, the Purchaser may consider termination of the Contract.

(60) Termination for Default- The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part: (A) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or (b) if the Supplier fails to perform any other

obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the Goods not terminated.

(61) Force Majeure- The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

(62) Termination for Insolvency- The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

(63) Termination for Convenience- The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the goods to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

(64) Informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to

or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure .Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier. Arbitration proceedings shall be held at Dehradun, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(65) Limitation of Liability- Except in cases of criminal negligence or willful misconduct, and in the case of infringement (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

(66) Applicable Law- The Contract shall be interpreted in accordance with the laws of the Union of India.

(67) Taxes and Duties- Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

(68) Fraud and Corruption- The purchaser requires that the Bidders, Suppliers, Contractors, and Consultants under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the purchaser: Defines, for the purposes of this provision, the terms set forth below as follows: (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (ii)"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and (iv)"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; purchaser have the right to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the purchaser. If the supplier firm founds faulty purchaser can take appropriate action against the supplying firm.