

DIRECTOR GENERAL OF POLICE
POLICE HEADQUARTERS
NAYA RAIPUR [CHHATTISGARH]

TENDER DOCUMENT FOR
NVG COMPATIBLE HELIPAD LIGHT

(Tender No.)

Additional Director General of Police (P&P)
Police Head Quarters,
Chhattishgarh, Naya Raipur,
Pin- 492 002
Phone: 0771-2431210
Fax: 0771-2511603

TOTAL PRICE OF TENDER DOCUMENT
Rs.1000/- (Rupees One thousand only)

INDEX

FOR TENDER NO.GB/PRO/

/09

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SECTION I
INVITATION FOR TENDER

BID DOCUMENT

FOR

NVG COMPATIBLE HELIPAD LIGHT

Note : Notice inviting Tender is being published in two state level and two national level newspapers :

The detailed Tender Document has been prepared to elaborate all techno-commercial conditions of this Tender. In case of any discrepancy between the Press Advertisement and detailed provisions in this Tender Document, the latter will prevail.

OTHER POINTS

The total cost will have to be reasonably worked out by intending bidders keeping in view cost of NVG COMPATIBLE HELIPAD LIGHT

- Adequate delivery capacity of the successful bidder is the key parameter.
- The criteria to ensure entry of serious, mature and capable bidders are:
 - (1) Successful past experience
 - (2) Present delivery capacity
 - (3) Present financial capacity
- Sealed tenders are being invited by the Director General of Police, through A.D.G. of Police (Planning & Provision) [Purchaser] on behalf of Government of Chhattisgarh from eligible bidders.

SCHEDULE FOR TENDER

a)	Address for submission of Tender Document: -	A.D.G. of Police (P&P) Block No.01, Police Head Quarters, Chhattisgarh, Naya Raipur, Chhattisgarh Phone: 0771-2431210 Fax: 0771-2511603
b)	Last Date and Time for receipt of Tender: -	Up to 15.00 hrs. On 19-12-17
c)	Place, Time and Date of Opening Technical Bid : -	Conference Hall, Police Head Quarters, Naya Raipur- 492002 At 16.00 hrs. On 19-12-2017
d)	Place, Time and Date of opening Financial Bid: -	The date and time shall be intimated to the person.
e)	Date till which the Bid to remain valid	120 days from the scheduled date of submission of the Bid.

Note:

- (1) The Purchaser shall not be responsible for any postal delay resulting into non-receipt / non-delivery or late receipt of tender documents.
- (2) Incomplete documents shall be summarily rejected.
- (3) If the office of Director General of Police happens to be closed on the scheduled day of receipt of bids/opening of the bids will be received or opened as the case may be, unless changed otherwise, on the next working day at the same time and at the same venue.
- (4) Notwithstanding anything else contained to the contrary in this Tender Document, the Director General of Police, Police Head quarters reserves the right to cancel/withdraw/ modify fully or partially the 'Invitation for Tenders' or to reject one or more of the tender without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

A.D.G. of Police (P&P)
For- Director General of Police,

SECTION – II
INSTRUCTIONS TO THE BIDDER

2.1 OBJECTIVE

The objective of the bidding process is to select an agency to carry out the work mentioned hereunder and in the scope of bid.

2.2 WORK IN BRIEF:

It includes NVG COMPATIBLE HELIPAD LIGHT In view of confidentiality and secrecy in supply and execution of security system, the successful bidder should undertake to provide for indemnity bond as may be specified by the Director General of Police through A.D.G of Police (P&P).

2.3 ELIGIBLE BIDDERS

This invitation for bid is open to all the bidders who fulfill all the following criteria:

(a) The Bidder should be manufacturer and/or authorized supplier of the equipments for which bid is being made by it.

The bidder has to make the bid for NVG COMPATIBLE HELIPAD LIGHT
(b). The Bidder Concern shall jointly and severally be responsible for the performance warranty for equipments for a period of 1 (One) years.

(c) The Bidder must have minimum cash net worth equivalent to Rs. 1.00 Crore (Rupees One Crore only) as per latest audited financial statement.

(e) It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final.

2.4 SIGNING OF THE BID

(a) An authorized person holding a duly notarized power of attorney on non-judicial stamp paper of requisite value shall sign the bid.

(b) The Bidder shall be liable for any non-observance of terms and conditions of the Tender. The Bidder shall submit a declaration to this effect, duly notarized.

2.5 COST OF BIDDING

The Bidder shall bear all cost(s) associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for such cost, regardless of the contract or outcome of the bidding process.

2.6 AMENDMENT OF TENDERS

Tenders once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), the Purchaser may decide to take fresh tenders from all or any of the Bidders before actually opening of the financial bid.

SECTION – III
PREPARATION OF BID

3.1 LANGUAGE OF BID

The Tender will preferably be prepared in English language. All the documents relating to the Tender (including brochures) supplied by the Bidder should also be preferably in English language. The correspondence from Bidder Company by Fax / E-mail will not be recognized.

3.2 SUBMISSION OF DOCUMENTS

The bid shall be submitted in following manner:

- (a) Envelope No. 1 (Technical Bid)
- (b) Envelope No. 2 (Earnest Money Deposit)
- (c) Envelope No. 3 (Financial Bid)

2A	NVG COMPATIBLE HELIPAD LIGHT
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Notes:

- (1) The aforesaid envelopes shall contain documents as here in after provided.
- (2) All the pages in the envelope shall be serially numbered on the top of the page / document with mention of total pages/document in the envelope. For example if total pages in any envelope are say 205 then the first page shall bear number as "1/205", page no 2 shall bear number as "2/205".
- (3) In no case blank pages are to be attached with the bid.
- (4) In case part of a page /document is blank then the blank portion is to be crossed with pen with signature of the authorized signatory.
- (5) Prepare an index of all required documents.

3.2.1 ENVELOPE NO. 1: [TECHNICAL BID]

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THIS ENVELOPE.

ENVELOPE NO. 2: [EARNEST MONEY DEPOSIT]

EARNEST MONEY DEPOSIT in favour of A.I.G (Accounts), Police Head Quarters, Raipur.

- It shall be in the form of Banker's cheque /Bank Draft / from any Nationalized /Scheduled Bank (other than Cooperative Bank) payable at Raipur.
- The Purchaser shall summarily reject any bid not accompanied by an acceptable E.M.D in the manner stated above as non-responsive bid and the other

unopened envelopes shall be returned to the Bidder, without entertaining any correspondence whatsoever.

- All other conditions of Chhattisgarh Purchase Rules will be followed.

(2) Other enclosures:

Sl. No.	Particulars	Special Note
1.	Details of the Bidder containing, general information on Structure and Organization, qualification & experience of key personnel, directors, cash net worth, details of turnover, current commitments etc.	Annexure-I to be certified by a Chartered Accountant.
2.	Memorandum and Articles of Association of Bidder Company / Other Documentary evidence for constitution / legal Status	Duly certified by Director/ Company Secretary
3.	Copies of audited Balance sheet, Profit & Loss Accounts, Income Tax Computation, Income Tax Returns for last 3 years.	To be certified by a Chartered Accountant.
4.	Affidavit for contents of the tender document.	Annexure-II
5.	Declaration to the effect that all conditions contained in the Tender Document is acceptable to the Bidder.	Annexure-III
6.	Declaration that the Bidder Concern has not been debarred/ black listed by any Government/ Semi-Government organization for quality of services/product and that there is no major complaint against the quality of service/ products by any organization mentioned in this clause.	Annexure-IV
7.	One set of bid documents duly signed, on each page in token of acceptance of terms and conditions.	
8.	ISO Certificate / Bureau of Indian Standard Certificate (if available).	
9.	Document of performance warranty for a period of 1 (one) years.	
10.	Certificates from Customers/Clients regarding satisfactory performance in the past.	
11.	Copy of Registration Certificate under Central Sales Tax/State Sales Tax / Commercial Tax.	
12.	Photo copy of Demand draft of Rs.1000/- (Rupees Five hundred only) towards the cost of the tender document.	Demand draft of Rs.1000/- (Rupees One thousand only) should be attached. This should be in favor of "A.I.G (Accounts), Police Headquarters, Raipur (Chhattisgarh)".
13.	Up to date Product catalogues along with complete technical specifications. If some product up gradation has taken place since the printing of the brochures, latest authenticated releases/ bulletins must be enclosed.	Detailed technical specifications have to be attached which should include the specifications of material /component used

14.	Competitive advantages in terms of features.	
15.	Power of attorney on stamp paper of requisite value to be executed in favor of the signatory who has signed the bid. This power of attorney should be notarized.	
16.	Wherever certificate by any Chartered Accountant has been taken, the membership number of the Chartered Accountant should invariably be mentioned.	
17.	In case of any exemption of EMD/Security deposit being claimed Certificate to be enclosed as per Para 3-6(f)	
18.	If an agent submit bids far or on behalf of one or more than one manufacturer bid it so to be accompanied with original authorization from the respective manufacturers. All other such bids without original authorization and agreement will be rejected as non responsive. Copy of agency agreements with each manufacturer to be submitted.	

3.2.2 ENVELOPE NO. 2:

N.B.: FINANCIAL BID SHOULD ONLY INDICATE PRICES IN INDIAN RUPEES.

The Bidder concerns are required to submit their Financial Bid as per Schedule - I for each item in separate envelope. Initial evaluation/comparison for various categories of items given in the Tender Document will be done on bte basis of gross bid value for each item separately, which will take into account destination price. The price must exclude all levies, GST freight etc. These should be shown separately. The Bidder should undertake that if there is a reduction in any of the statutory duties and levies before the dispatch of Equipment, the benefit of the same will be passed on to the Purchaser.

3.3 DISQUALIFICATION

In addition to non-responsive Bid, the Bidder is also subject to disqualification:

- (1) If the Bidder has made misleading or false representation in the forms, statements and attachments submitted.
- (2) Is debarred by Police Department or any other Competent Authority.

3.4 PAYMENT

Out of the total contract value, the payment shall be made as under:

- (i) No payment shall be made unless the successful bidder furnishes performance security, in the prescribed manner and for the prescribed amount.
- (ii) The payment of the total supply value shall be released after receiving satisfactory report for installation and operations.

(iii) The Purchaser will release the amount of performance security after the completion of 24(Twenty Four) months warranty period. The period of warranty shall start from the date of actual delivery/commissioning of NVG COMPATIBLE HELIPAD LIGHT

(iv) . The certificate from the certifying agency (to be nominated by the purchaser) shall be the conclusive evidence for the date of installation / commissioning.

(v) All payment shall be made in Indian currency only.

3.5 BID VALIDITY:

3.5.1 Bid shall remain valid for a period of 1 Year (one Year) from the last day of bid submission.

3.5.2 Bids, which are valid for a shorter period shall be treated as non-responsive and will be rejected.

3.5.3 In exceptional circumstances, prior to expiry of the original validity period, the Purchaser may request the Bidder to extend the period of validity for a specified additional period.

3.6 EARNEST MONEY DEPOSIT [E.M.D]

(a) E.M.D of all unsuccessful Bidders will be returned.

(b) E.M.D will not carry any interest.

(c) E.M.D of the successful bidder shall be returned only when the successful Bidder has furnished the required Performance Security and has signed the agreement with the Purchaser.

(d) However at the request of the successful Bidder E.M.D can be adjusted with Performance Security.

(e) E.M.D of any bidder will be forfeited if the Bidder withdraws the bid while the bid is still valid and also in case successful Bidder, fails to furnish the required Performance Security, and/or sign the agreement within the specified time limit.

(f) Chhattisgarh State Industrial Development Corpn. and the small scale industries registered with the Director of Industries, C.G. can be exempted from payment of earnest money/Security deposit. Tenders from such industries whose competency is certified by the Director of Industries, CG can therefore be accepted without security deposit and can be eligible for price preference as may be prescribed by the State Government of CG, from time to time over articles procured from any other source. In such case a competency certificate issued by the Director

of Industries, CG valid for the period of tender must accompany the tender in support of each item.

3.7 ALTERNATIVE/CONDITIONAL PROPOSALS BY BIDDERS

Bidder shall submit offer that fully complies with the requirements of the bidding documents, including the conditions of contract, basic technical requirements as indicated in the specification part. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

3.8 SIGNING OF THE BID

In addition to the stipulation about signing of the bid mentioned in other section of the tender document following points be noted for compliance:

- a) The bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder Concern. The person or persons signing the bid shall initial all pages of the bid and where entries or amendments have been made.
- b) The Bidder Concern may attach extra sheets duly typed / printed to the bid document wherever it is felt necessary to do so.
- c) The bid shall ordinarily contain no alterations or additions, except those to comply with instructions issued by the Purchaser or as may be necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.
- d) All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be provided below their signatures. All signatures shall be dated.

3.9 SEALING AND MARKING OF THE BID

3.9.1 The Bidder Concern shall duly seal two separate envelopes mentioned above. This sealed cover shall be marked on the Left Hand Top Corner "BID FOR NVG COMPATIBLE HELIPAD LIGHT. Full name and address of the Bidder and the addressee with due date of opening shall also be written.

3.9.2 If the cover/ envelope is not fully sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement of its contents or any leakage of information or any other consequence resulting in any loss or detriment to the Bidder.

3.10 DEADLINE FOR SUBMISSION OF THE BIDS

3.10.1 The bids must be received at the address specified not later than the date and time specified for the purpose.

3.10.2 In the event, the specified date for the submission of bids is declared a holiday, the bids will be received up-to the appointed time on the next working day.

3.10.3 The Purchaser reserves the rights to extend the deadline or for making any other change in the Bid document including for submission of the bid by issuing an amendment in this regard.

3.11 LATE BIDS

Bids received after the deadline will be returned unopened to the Bidder.

3.12 REVELATION OF PRICES

3.12.1 Prices in any form or by any reason in Technical Bid or before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

3.12.2 If price change is envisaged due to technical clarification, in such eventually revised Financial Bid from all the qualified Bidders in separate sealed cover, which shall be accepted with prior written information of the Purchaser. Such sealed covers should be super scribed "Revised Financial Bid" .

3.13 LOCAL CONDITIONS

3.13.1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any material effect on the performance of the contract and/or the cost.

3.13.2 Conditional tender not be accepted.

3.14 ADDRESS FOR CORRESPONDENCE

The Bidder shall designate the official mailing address and place to which all correspondence shall be sent by the Purchaser.

3.15 DOUBTS AND SUGGESTIONS

Bidders can clear their doubts and suggestions (if any) to the Purchaser in working hours at the address mentioned in the document.

3.16 OPENING OF BIDS AND EVALUATION

On the date specified in the Notice following procedure shall be adopted for the opening of the bids:

3.16.1 ENVELOPE NO. 1 (TECHNICAL BID)

The bid will be opened on the same day of submission at appointed time in the presence of the Bidders who wish to be present at the time of opening, to verify its contents as per the requirement. However not more than two persons per bidder shall be allowed to be present at the time of opening of bid.

It is imperative for all the Bidders to furnish all the required documents and evidences. If the various documents contained in this envelope do not meet the requirements, a note will be so recorded by the tender committee accordingly and

the remaining envelopes shall not be considered for further action. However, the Purchaser reserves the right to ask for the missing / incomplete information.

3.16.2 ENVELOPE No. 3 (Financial Bid)

Envelope No. 3 of only those Bidders who have been found qualified in the technical bid shall be opened in the presence of the Bidders or their representative who choose to attend (not exceeding two person per bidder) at the time and the place which will be communicated to them in advance. The financial bid shall be read out to the Bidders present at the time of opening.

3.17 PROCESS TO BE CONFIDENTIAL

(1) Information relating to the process of examination, clarification, evaluation, and comparison of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process.

(2) Any effort by a Bidder to influence the Government's processing of bids or award decisions may result in the rejection of their bid.

3.18 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

3.18.1 Prior to the detailed evaluation of bids, the Director General of Police will determine whether each bid:

- (i) Has been properly signed.
- (ii) Is accompanied by the required securities.
- (iii) Is substantially responsive to the requirements of the bidding documents.

3.18.2 For the purpose of bid evaluation, a substantially responsive bid is one, which conforms to all the terms, conditions and specification of the bidding document without any deviation or reservation. A deviation or reservation is one:

- i. which affects in any substantial way the scope, quality or performance of the project.
- ii. which limits in any substantial way, is inconsistent with the bidding document,
- iii. Whose acceptance would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

3.18.3 If a bid is not Substantially Responsive, it will be rejected by the Director General of Police, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.19 CORRECTION OF ERRORS

3.19.1 Bids determined to be substantially responsive will be checked for arithmetic errors and where there is any discrepancy between the amount in figures and in words, the amount in words will govern.

3.19.2 The rates stated in the bid will be adjusted in accordance with the procedure for the correction of errors and shall be binding upon the Bidder. If the Bidder does not accept the corrected bid, the Bid will be rejected, and the E.M.D shall be forfeited.

3.20 CURRENCY FOR BID EVALUATION

The Bidder in Indian Rupees Only shall quote the unit rates and the prices. Bid will be evaluated on the basis of all calculations in Indian Currency only.

3.21 EVALUATION AND COMPARISON OF BIDS

The Purchaser will evaluate and compare bids determined to be substantially responsive only. In evaluation of the bids, the purchaser will determine for each bid the Evaluated Bid Price.

3.22 CRITERIA FOR AWARD OF CONTRACT

3.22.1 The major criteria for evaluation of the offer received will be the lowest rates calculated in the Financial Bid. However the purchaser or the tender committee reserves its right to stipulate any other criteria as it may deem fit from time to time.

3.22.2 The Purchaser or its nominated agency will award the Contract to anyone of the Bidder on the basis of aforesaid criteria subject to the substantial response to the bidding document and eligibility for opening of the price bid.

3.23 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

3.23.1 The Purchaser reserves the rights to reject any or all offers received from the Bidders without assigning any reasons.

3.23.2 The decision of the Purchaser regarding the evaluation, qualification, opening and award of the bid shall be final and binding on all the Bidders.

3.24 NOTIFICATION OF AWARD

The Purchaser will notify the Bidders whose bid has been accepted of the award. The notification of award will constitute formation of Contract and impose obligations on the successful bidder including furnishing of performance security in accordance with the provisions & executing an agreement / contract in this regard.

3.25 PERFORMANCE SECURITY

3.25.1 The successful Bidder shall deliver to the Purchaser a performance security in the forms given below for an amount equivalent to 10% (ten) of the contract value:

(i) Banker's cheque/bank draft drawn in favour of "A.I.G. (Accounts), Police Head Quarters, Raipur (Chhattisgarh)"

Failure of successful Bidder to comply with the condition to deposit the performance security within 30 working days shall lead to cancellation of award and forfeiture of the E.M.D. The Performance Security will be returned to the Bidder only after successful completion of the period of the Supplier's performance related obligations, under the Contract (including 36 months warranty).

3.26 SIGNING OF AGREEMENT

3.26.1 At the same time as the Purchaser notifies the successful Bidder that his Bid has been accepted, the Purchaser will send the Bidder the Contract Form, incorporating terms & conditions between the parties.

3.26.2 Within 15 days of receipt of the Contract form, the successful Bidder shall sign the Contract and return it to the Purchaser. The Purchaser's liability of taking the Equipment from the selected supplier (s) shall commence only from date of signing of the Contract.

3.27 WARNING AGAINST USE OF CORRUPT AND FRAUDULENT PRACTICES

The Purchaser requires all the Bidders should observe the highest standard of ethics.

In pursuant to this policy, following has been defined.

'Corrupt Practice' means behavior on the part of officials in the public or private sector by which they improperly and unlawfully enrich themselves and or those close to them, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving or soliciting of anything of value.

'Fraudulent Practice' means a misrepresentation of facts in order to influence a evaluation process or execution to the detriment of the Government and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level and to deprive the Purchaser of the benefit of free and open competition.

The Director General of Police will not award the work, if it is determined that the successful Bidder was engaged in corrupt or fraudulent practices in competing for the contract in question.

The Director General of Police/State Govt. will declare Bidder Company ineligible to compete in any other bid, either indefinitely or for a stated period of time, if at any time it is determined that the Bidder Company has engaged in corrupt or fraudulent practice in competing for or in executing the project.

3.28 - In case of any dispute the decision of D.G. Police, Chhattisgarh will be final.

SECTION – IV

4. TECHNICAL SPECIFICATIONS

Technical Specifications enclosed page 31

1. (Wherever the company intends to use a higher/better specification than the enclosed , it should be clearly marked)
2. (The company has to provide a detailed specification for material used and components used in the technical bid)

SECTION V
TERMS AND CONDITIONS

5. DELIVERY PERIOD AND INSTALLATION

The completion period of various tasks should be adhered to as given in the tender document. Delay may lead to the imposition of the non-liquidated damages not in the nature of penalty as may be decided by the Director General of Police. The delivery period might be required to be guaranteed and should not be subject to vague limitation such as "conditions beyond our control", "subject to availability of transport" etc.

5.1 The Project shall be executed at the designated premises at Raipur (Chhattisgarh).

5.2 STANDARD OF PERFORMANCE

The Bidder shall carry out the supply order/services and carry out its obligations under the agreement with due diligence, efficiency, economy and techniques. The Bidder shall also adhere to professional, engineering and consulting standards recognized by international professional bodies and shall observe sound management, technical and engineering practices. The Bidder shall apply appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act in respect of any matter relating to this agreement, as faithful advisors to the Purchaser and shall always support and safeguard the legitimate interests of Competent Authority in any dealing with a third party.

5.3 ACCEPTANCE TESTING AND INSPECTION

The Purchaser reserves the rights to pre-dispatch inspection at the site of Bidder's manufacturing premises as well as post installation testing at our site. The Purchaser also reserves the right to inspect the documents regarding procurement of parts/kits of the items being supplied which Bidder professes not manufacturing in its own plant and purchases from outside or out-sources to some third party.

5.4 RIGHT TO VARY QUANTITIES

The Competent authority reserves the right to vary the quantity within the validity of the contract without any change in price or other items and conditions with commensurate increase or decrease in delivery period. The competent authority also reserves the right to place part order on the selected Bidder. The competent authority will be entitled to have protection of the price fall to be extended to it. The

approximate requirements are given in the Tender Schedule. But it must be clearly understood that the demand may fluctuate and no definite quantity can be guaranteed. The essence of the contract is price per item for the contract period stipulated. The Purchaser reserves to himself the right to invite the fresh Tenders and to place orders against any quantity of any items in this Tender without specifying any reasons. The quantity indicated in the Notice Inviting Tender may vary. Bidder shall be bound to supply if PHQ requires the item in excess of the quantity indicated as above.

5.5 CONSIDERATION – Price, Taxes etc. and Payment Terms:

- The prices quoted for the items/services shall be firm throughout the period of agreement and this agreement will be valid up to the date of final payment to the supplier and shall not be subject to any upward modification whatsoever. The rates should be quoted F.O.R. Offices of Chhattisgarh Police department. The prices should be exclusive of all taxes, custom duties, excise duty and other taxes, freight, insurance etc. Taxes etc. should be shown separately. The rates should be quoted in Indian Rupees.
- The Bidder shall be entirely responsible for all freight, taxes, duties, license fees, octroi etc for completion of work assigned.

5.6 TERMINATION FOR DEFAULT

The Purchaser may, without prejudice to any remedy for breach of contract, by written notice of default sent to the Bidder, terminate the agreement in whole or in part if:

- The Bidder fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted by the Competent Authority.
- The quality of the delivery of various tasks is not up to the satisfaction of the Competent Authority.
- The Bidder fails to perform any other obligation, which the Competent Authority feels necessary for the best interest of the project.

5.6.1 The Purchaser may at any time terminate the contract by giving written notice to the Bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred thereafter to the Competent Authority.

5.6.2 In case of termination of contract as mentioned above all Bank Guarantee / Performance Security furnished by Bidder shall stand forfeited.

5.6.3 It should be noted if a purchase order is placed on a higher Bidder as a result of this Tender, in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the Bidder will be liable to pay the Director General Of Police the difference between the contract rate and that of lowest acceptable Tender in case of failure to complete supplies within the date of delivery specified in the Tender, and incorporated in the purchase order. This is without prejudice to other rights under the terms of contract by way of cancellation and risk purchase of forfeiture of Security Deposit etc.

5.7 SUSPENSION

The Purchaser may by a written notice of suspension to the Bidder, suspend all payments to the Bidder if the Bidder fails to perform any of its obligations (including the carrying out of the tasks) provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

5.8 BIDDERS PERSONNEL

- The Bidder shall employ and provide such qualified and experienced personnel .
- As are required to perform the services under the agreement.

5.9 CONFIDENTIALITY

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the Chhattisgarh Police's official data or information without the prior consent of the competent Authority.

5.10 PROPERTY AND RISK

5.10.1 The property and risk in the goods shall pass to the Purchaser when they are delivered in accordance with the conditions of the agreement. Such passing of property and risk shall be without prejudice to any right of rejection.

5.10.2 All goods and work must pass the acceptance test and the Purchaser shall be entitled to reject all or any work or property or good, which do not conform completely in every respect with the specifications.

5.10.3 If by the nature of the goods or property, any defect therein or any failure to conform as aforesaid does not or would not become apparent (despite the carrying out the examination and or required test) until after use, The Purchaser may reject the same even after a reasonable period of use.

5.10.4 Any property or work rejected must at the request of The Purchaser be replaced or re-performed as the case may be, by the Bidder at his expense.

Alternatively, The Purchaser may elect to cancel the contract both in respect of the goods and/or the work in question and of the whole of the undelivered balance (if any) of the goods and/or the remainder of the work (if any) covered under this contract. All rejected goods will be returned to the Bidder at his expenses.

5.11 ARBITRATION

In all matters and disputes arising there under, the D.G. of Police through A.D.G. of Police (P & P) shall be sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. No suit or claim in respect of this tender can be filed in any court save at the court of competent jurisdiction at Raipur.

5.12 RIGHT OF INSPECTION

5.12.1 The Purchaser shall have the right to inspect the work or get it inspected by his agent or any authorized officer at any stage.

5.12.2 A functional & reliability test may be carried out at the Bidder's centre or any other place decided by the Purchaser. Reliability of the system shall be demonstrated to the satisfaction of the purchaser.

5.12.3 The Purchaser shall have the right at all reasonable times to inspect, at the Bidder's premises all the drawings, manufacturing, testing procedure and any part or the works at any time after the submission of the tender.

5.13 INTELLECTUAL PROPERTY RIGHTS

5.13.1 The Bidder shall not purchase or use the goods for the performance of work which would infringe any Indian or foreign patent, trademark, registered design or other intellectual property rights, whether or not similar to any of the said goods.

5.13.2 That Bidder shall identify the Purchaser from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as aforesaid and at the expenses of Bidder shall be defended in the defense of any proceedings which may be brought in that connection. No goods or work covered by the contract shall be manufactured, sold, disposed done by Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

5.13.3 Bidder should submit Certificate/Affidavit regarding non-violation / infringement of any Indian or foreign patent, trademark, registered design or other intellectual property rights.

5.13.4 The Bidder shall indemnify the Chhattisgarh Police for any third party liability arising out of patent or copyright or intellectual property or any other dispute.

5.14 ASSIGNMENT & SUBCONTRACTING

Bidder shall not assign or transfer this contract or part thereof to any other person without written consent of the Purchaser. Bidder shall not without the written consent of The Purchaser subcontract this contract or part thereof. For the purpose of the liabilities under this tender, the Bidder (in case of consortium, the lead member) will be considered as a solely liable to all the components of the tender and scope of the work.

5.15 WARRANTY/ MAINTENANCE

Bidder shall install commission and provide maintenance support for the equipments supplied to Chhattisgarh Police. The equipment shall be covered under 3 years comprehensive onsite warranty (inclusive of replacement of spares for 3 years).

- a. Preventive maintenance once a quarter;
- b. Corrective maintenance as and when calls are placed by Chhattisgarh Police;

5.16 OTHER CONDITIONS

Tenders with price variation clauses or with vague terms are liable to be ignored and rejected. Counter offers shall not be considered. Incomplete tenders are liable to be rejected.

This TENDER is non-transferable. Assignment and subletting is not permitted. Information regarding associates and principals is to be disclosed in the tender technical bid itself.

Bidder must submit all necessary technical brochures with the proposal. No column should be marked as "NIL" or "Zero", "0" etc. Where no price is proposed to be charged for any item or its parts required to be supplied, it should be clearly mentioned in so many words.

Bidders may be asked by Technical Committee to demonstrate their product and also call for presentations.

The Bidder is expected to examine carefully all instructions, forms, terms and specifications in the TENDER document. Failure to furnish all information required in the TENDER Document or submission of a proposal not substantially responsive to the TENDER Document in every respect will be at the Bidders risk and shall result in rejection of the proposal.

5.16.1 The Purchaser will be free to use the equipment at any location in Chhattisgarh. The Bidder will provide implementation support on agreed terms and conditions.

5.16.2 When the Bidder introduces some updating on these systems, the same will have to be offered to The Purchaser on agreed charges.

5.16.3 Successful bidder will be bound to supply the equipments/articles in time limit. Failure in supply within time limit will be penalized as prescribed in Chhattisgarh Purchase Rule.

5.16.4 All other conditions of Chhattisgarh Purchase Rules will be followed.

SECTION VIANNEXURE-IPROFILE OF THE BIDDER

1. Name of the Bidder :
2. Address :
Head Office

Branch Office
3. Telephone No. :
4. Fax No. :
5. E_mail address :
6. Date of incorporation and incorporation number:
(if applicable)
7. P.A. No. of Bidder :
8. Details of Directors/ Partners/Proprietor of Bidder:

Sl.No.	Name	Father's/ Husband name	Nationality	Residential Address	Qualification

9. Details of cash net worth of Bidder:

(Rs. in lacs)

Year	Share capital and free reserves less intangible Assets/Capital.
2013-2014	
2014-2015	
2015-2016	
2016-2017	

10. Financial Parameters

(Rs. in lacs)

Sl.No.	Particulars	31.03.14	31.03.15	31.03.16	31.03.17
(1)	Net worth				
(2)	(PBT) Profit before taxes				
(3)	(PAT) Profit after taxes				
(4)	Equity Base/Capital				
(5)	Total Turn-over (Sales)				
(6)	Turnover (Sales) in respect of Similar project.				

11. List of personnel deputed/ to be deputed by the Bidder for maintenance support, operations & training

SL. NO.	LOCATION	NAME OF THE PERSONNEL	TECHNICAL QUALIFICATION	DATE OF APPOINTMENT	TASK ASSIGNED
01.					
02.					
03.					

12. Details of current commitments

SL.NO.	NAME OF THE CLIENT	CONTACT NO.	NATURE OF CONTRACT	CONTRACT RECEIVED ON	TOTAL VALUE OF CONTRACT RECEIVED	STATUS
01.						
02.						
03.						

13. Sales Experience of Similar Items.

Sl.No.	Name of the State	Name of equipment	Name and address of the customer	Year of supply	Total value of Items.
(1)					
(2)					

Certificate

We have verified the above information with the books of Accounts/ records being maintained by M/s _____ and based on that we certify the above information to be true and correct.

For _____

Chartered Accountants

(Signature)

Name:

Membership No.:

Place:

ANNEXURE-II

To be executed on Non-judicial stamp paper before public notary.

AFFIDAVIT

I, the undersigned, do hereby solemnly affirm that all the statements made in the required attachments are true and correct.

The undersigned also hereby certifies that our company M/s _____ has never abandoned any assignment of similar nature in India or abroad or any contract awarded to us for such works have been rescinded, prior to the date of this application.

The undersigned hereby authorize(s) and request(s) any authority, bank, person, firm or corporation to furnish pertinent information deemed necessary and required by Director General of Police, through ----- Raipur (Chhattisgarh) to verify this statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of Director General of Police, through -----, Raipur (Chhattisgarh) or to their nominated persons / authorities.

Signed by an Authorized Officer of the Bidder

Title of Officer

Name of Bidder

Date

ANNEXURE-III

(On stamp paper of requisite value, duly notarized)

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE TENDER DOCUMENT

To,
Additional Director General of Police (P&P)
Police Headquarters,
Block NO. 01,
Naya Raipur (Chhattisgarh)

Sir,

I/We have carefully gone through all Terms & Conditions contained in the Tender Document No.GB/Prov-1/ /2017 regarding NVG COMPATIBLE HELIPAD LIGHT

I/We declare that all the provisions of Tender Document aforesaid are acceptable to me/us. I/We further certify that I/We am/are duly authorized by the bidder company and therefore, competent to make this declaration.

Yours very truly,

Name & Sign: _____

Designation: _____

Company: _____

Address: _____

ANNEXURE-IV

(On stamp paper of requisite value duly notarized)

DECLARATION REGARDING PAST PERFORMANCE

To,

Additional Director General of Police (P&P)
Police Headquarters,
Block NO.01,
Naya Raipur (Chhattisgarh)

Sir,

I/We have carefully gone through all terms & conditions contained in the Tender Document No.GB/Prov-1/ /2017 regarding NVG COMPATIBLE HELIPAD LIGHT. I/We hereby declare that my/our concern has not been debarred/black listed by any State Government or by the Central Government or by Semi Government organizations for quality/ service/ products.

I/We further declare that there is no pending dispute regarding short supply/installation/service.

I/We further certify that I/We am/are an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very Truly,

Name & sign: _____

Designation: _____

Company: _____

Address: _____

- (ii). It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final.

FINANCIAL BID (FOR EACH ITEMS IN SEPARATE ENVELOP)

SCHEDULE - I

Name of the Bidder :

Address :

Details of Bid

Group No.	Name of Item	Qty.	Rate per Unit (In Rupees)	Total Amount (In Rupees)
A	NVG COMPATIBLE HELIPAD LIGHT.			

Note :

(1) The above price should be exclusive of GST, any other taxes, frieight, insurance etc. Taxes etc. should be shown separately.

Name & Sign.

Designation

Company

Address

Specification of NVG Compatible Helipad Light	
No.	Specification
1	Night Vision Goggles Compatible Helipad Lights are required for marking the helipads in the plains and mountains, in order to facilitate the pilots to identify and proficiently land on these helipads while flying the helicopters with Night Vision Goggles. These must be compact and portable.
2	It should be infrared, compatible for use with NVG
3	Visibility should be minimum 4 km in VFR (Visual Flight Rules) condition when viewed with high quality Night Vision goggle.
4	It should be water resistant.
5	It should be easy to fix on ground and should have foldable anchoring slots.
6	It should be omni directional.
7	It should withstand full rotor downwash of a medium lift helicopter (10-12 Ton) with minimum anchoring facility on ground
8	It should have flash rate of more than 20 flashes per minute
9	It should have low battery LED indicator.
10	It should have an in build 12V Maintenance Free Lead Acid Rechargeable Battery and once the battery is fully charged the NVG (Night Vision Goggle) light should be capable to provide minimum 8 hours of continuous operation in flashing mode.
11	The battery should be chargeable from 220v50Hz
<u>Design suggested</u>	
a)	Additional switch for selection between flashing and constant glow for both modes (IR & visible)
b)	A rheostat/rotary switch to control brightness of both modes (IR & visible)
c)	Place visible lights under IR
d)	Visible LED to be vertically positioned in circumference.
e)	Clear LEDs to be used for visible.
f)	Protective casing for lights which can act as a carry handle also.
g)	Protective casing for switches.