

Note:- Prospective tenderers can download the tender form and specifications. The downloaded tender form format will be accepted only after paying the prescribed tender form fee while submitting the Tender Bid.

TENDER FORM

(Regular)

Attention is particularly invited to clauses 2 and 5 of the instructions to the Tenderer.

(To be returned with the Tender to the Addl. Director General of Police & Director Police Of Police Wireless, Dr. Homi Bhaba Road, Pashan, Pune – 411 008)

Schedule to Tender No. : **D-4/424-B/12 Volt 17 AHC Bty./17/17-18/2017**

Date of publication of Tender. : 03/01/2018 from 1500 hrs.

Last date of submission of Tender: : 10/01/2018 up to 1500 hrs.

Date of opening of Tender : 12/01/2018 from 1030 hrs.

Tender shall remain valid till : 120 Days.

Sr.No.	Tender Notice No.	Description of goods with detail specification	Qty	Price per Unit /Qty	Tender Form Fee	EMD	Indian or foreign, if Indian then state where it is manufactured.
1	2	3	4	5	6	7	8
1	D-4/424-B/12 Volt 17AHC Bty. /17/17-18/2017	Purchase of 12 Volt 17 AHC Rechargeable Sealed Maintenance Free Battery (Specification as per Annexure "A")	40 Nos.		Rs. 1,200/-	Rs. 6,000/-	

1. Contact details for difficulties in submission of online tenders if any. Sify Technologies Ltd. Nex tender(India) Pvt .Ltd. On 020- 30187500 (Pune). It is compulsory for all participates to submit all documents online.

2. The Tenderers have to make a payment of Rs.1092 /- online as service charges for the Use of Electronic Tendering during Online Bid Data Decryption and Re-encryption State of the Tender.

Addl. Director General Of Police
Director of Police Wireless M.S.
Pune – 411008.

(Signature and stamp of Tenderer.)

Schedule

Seq No	MAPO Stage	Contractor Stage	Start Date & Time	Expiry Date & Time	View Forms	Envelops
1	Release Tender	-	03-01-2018 10:00	03-01-2018 15:00	-	-
2	-	Tender Download	03-01-2018 15:01	10-01-2018 15:00	√	Commercial Envelope C1 Technical Envelope T1
3	-	Online Submission Of Tender	03-01-2018 15:01	10-01-2018 15:00	√	Commercial Envelope C1 Technical Envelope T1
4	Close For Technical Bid	-	10-01-2018 15:01	10-01-2018 16:30	-	Technical Envelope T1
5	Close For Price Bid	-	10-01-2018 15:01	10-01-2018 16:30	-	Commercial Envelope C1
6	-	Online Final Confirmation	10-01-2018 16:31	12-01-2018 10:30	√	Commercial Envelope C1, Technical Envelope T1
7	Technical Bid Opening	-	12-01-2018 10:31	12-01-2018 17:30	-	Technical Envelope T1
8	Price Bid Opening	-	12-01-2018 10:31	12-01-2018 17:30	-	Commercial Envelope C1

Annexure "A"Specification for 12Volt 17 AHC Rechargeable Sealed Maintenance Free Batteries

Sr No	Component	Specification
1	Battery	12 Volt, SMF
2	Type	Rechargeable Sealed maintenance free Battery @C-20
3	Chemistry	Lead Acid
4	Capacity	12 Volt, 17AHC
5	Efficiency	Not less than 100% at C-20 Rate
6	Container	Polypropylene (ABS)
7	Label	Battery make and Model Nominal voltage and capacity Manufacturing year and month
8	Terminal	Nut Bolt "L" type with mark and colour Red +ve and Black -ve
9	Warranty	Two years from the date of acceptance

(Signature and stamp of Tenderer.)

BY THE ADDITIONAL DIRECTOR GENERAL OF POLICE &
DIRECTOR OF POLICE WIRELESS MAHARASHTRA STATE, PUNE 411008.

: TENDER NOTICE & TENDER CONDITIONS:

- (1) Sealed tender is invited on prescribed form by the Addl. Director General of Police & Director of Police Wireless, Maharashtra State up to the date mentioned for the supply of stores as per schedule attached.
- (2) Tender form, specifications can be downloaded from the e-Tendering portal of Maharashtra police Department, Government of Maharashtra i.e. <https://mapo.maharashtra.etenders.in> after entering the details, payment as per Tender notice & Tender fee Rs.1,200/- (Rs. One Thousand Two Hundred only) should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office. Prescribed tender forms will be available only on web site site <https://maharashtra.etenders.in> through sub portal of <https://mapo.maharashtra.etenders.in> only. In addition to that Tender form & Tender Documents may be down loaded from the web site (**web site address: <https://www.mahapolice.gov.in> & <https://www.mahapolwireless.gov.in>**) Tender Form is uploaded on web site <https://maharashtra.etenders.in> through sub portal of <https://mapo.maharashtra.etenders.in> Tender form fee should be paid online through payment gateway available on the portal from the said web site
- (3) Document Tender Fee Rs.1,200/- and EMD Rs.6,000/- to be paid via online mode only. if EMD exempted then EMD exemption Certificate i.e Affidavit shall be uploaded online. The bidder who is exempted for EMD shall select EMD Exempted option under registration category while filling/editing the online enrollment form, to avail the EMD exemption in tender process.
- (4) **Attested EMD Exemption certificate:-** Affidavit in favour of **ADDITIONAL DIRECTOR GENERAL OF POLICE & DIRECTOR OF POLICE WIRELESS** on Rs. 100/- stamp paper sworn before Executive Magistrate / Notary for the bidder registered under C.S.P.O / S.S.I. / N.S.I.C. / DGS&D having factory in Maharashtra State only for such Item The firm should submit EMD exemption Affidavit on line. Bids will be opened as per the Tender Schedule, in the presence of such intending Tenderers or his/ their authorized representatives who may be present at that time.
- (5) Tender should be submitted in two separate Bids viz. (A) **Envelope No. 1** (Technical Bid) & (B) **Envelope No. 2** (Commercial Bid)

(A) ENVELOPE NO.1 (TECHNICAL BID):-

(I) Compulsory Documents:-

1. The Pre-qualification/Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.
2. Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment getaways.
3. For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies). With unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.
4. Bidder will have to validate the EMD payment as a last stage of bid preparation (on line confirmation mode). If the payment is not realized with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:

- * **Realization of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that**
- * **NEFT/RTGS payment activity should be completed well before time.**
- * **NEFT/RTGS option will be depend on the amount of EMD.**
- * **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering portal.**

5. Earners Money Deposit: - Earnest money should be paid via online using NEFT/RTGS or payment gateway mode. After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number. document showing exemption from payment of EMD or registration with C.S.P.O / S.S.I. / N.S.I.C. / DGS&D having factory in Maharashtra State only for such Item.
6. GST return, Sales Tax / VAT Clearance Certificate : The GST return should be submitted as per Government resolutions. Or VAT/Sales tax clearance certificate from the competent authority showing the Tax paid up to last December-2016 should be enclosed with the technical bid.
7. Authorization Certificate: Recent authorization letter from manufacturer that he / she will supply the material through the Tenderer and will attend all service calls during warranty period. (Authorization letter should be in original and from manufacturer directly.)
8. Standard Mark Certificates: If equipment is I.S.I. marked, valid copy of license issued by B.I.S. should be enclosed otherwise same is to be indicated in offer as “NOT I.S.I. Mark”.
9. Tenderers conditions regarding Free Delivery / Freight on Rail Destination, Taxes etc.
10. Registration Certificate of C.S.P.O / D.G.S.&D / NSIC / SSI with clearly mentioning the validity of registration.
11. Technical Literature/Relevant Leaflet of the equipment: Relevant leaflet / Technical literature / Catalogue highlighting products features offered in the Tender must be enclosed in original. All the technical information about the equipment required for checking whether the equipment offered as per Tender Specification or not should be available in the Technical literature enclosed. The literature should be corresponding to the Model and Make offered in the commercial Bid.
12. **Sample** : The Tenderer will have to submit two batteries as per specification to put up before a committee of officials selected by Addl. DGP, & DPW, M. S. Pune, with Technical Bid on no commitment basis & should be in a position to supply equipments within stipulated period mentioned in purchase order.
If Tenderer fails to submit the sample with technical bid, his offer will be liable to disqualify.
However, a brochure and the model number, make etc. must be enclosed in the Technical Tender with specification
13. Delivery Period : Delivery period should be mentioned in Tender Form.
14. Warranty Period : Warranty period minimum two year. Warranty period should be mentioned by the bidder in commercial bid & will be one of the criteria for calculating L1 price of the material with basic price.
15. Covering Letter for Enclosure: A covering letter on the letter head stating the list of Enclosure should be attached in the offer along with the checklist.
16. **Selected Bidder should be in position to supply material within one month or earlier from the date of placing order**

N.B.:- If any of the documents from the list of compulsory documents mentioned above is not furnished in the Technical Envelope, the tender will be treated as invalid.

(II) Additional Documents in Technical Bid :-

1. List of installed machinery in respect of production of tendered item or proof of installation of such new machine in near future.
2. Details regarding past performance and MST Registration Number.
3. Details regarding participation of such tender enquiry in the past, if any.
4. Previous copies of supply orders if any.
5. List of Dealers / Distributor & Service Center in Maharashtra.
6. Details regarding past performance.

(B) Terms and Conditions For Online-Payments

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of Addl DGP & DPW M.S.Pune hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E-tendering Service provider and Payment Gateway Service provider through Addl DGP & DPW M.S.Pune website i.e. <https://maharashtra.etenders.in> through sub portal of <https://mapo.maharashtra.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) If any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) To protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of: The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions :

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean That those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

2. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
3. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
4. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the user..

(C) ENVELOPE NO. 2 (COMMERCIAL BID) :-

The second envelope clearly marked as ENVELOPE No.2. “COMMERCIAL BID” shall contain the following “Price Tender Form” (Purchased for himself or downloaded from the net and duly signed /attested) showing all inclusive rates:

PRICE STRUCTURE

Tender No..... Name of the Item :
(Make & model no of the item)

1	Basic Price	:-	Rs.
2	Optional accessories price	:-	Rs.
3	Custom Duty	:-	Rs.
4	Excise Duty	:-	Rs.
5	Education Cess	:-	Rs.
6	Vat / GST	:-	Rs.
7	Insurance	:-	Rs.
8	Packing Charges	:-	Rs.
9	Transport	:-	Rs.
10	Forwarding / Handling Charges	:-	Rs.
11	Installation Charges	:-	Rs.
12	Training Charges	:-	Rs.
	Total Final Price (1 to 12)	:-	Rs.
F.O.R. Destination Central Store, Chavan Nagar, Pashan Road, Pune-8			
(Rupees in word			

Note :

- The Price must be in figures & in words.
- The Price quote must be Unit price i.e. price per battery.
- Main Priced Tender forms (Price to be quoted only on this tender form with signature & seal of Tenderer)
- The rate should be quoted must be unit price i.e. price per unit & only for the items specified in the list of requirement and should be for items for given specification.
- Price quoted must be inclusive supplying the item anywhere in Maharashtra. No request of extra payment of transportation charges will be entertained afterwards.
- The Warranty period minimum two year. Warranty period of material should be mentioned in Commercial Bid.**

(Signature and stamp of Tenderer.)

(D) SUBMISSION OF TENDER :-

The two sealed envelopes No.1 & No.2 shall be put again together in common cover and sealed. The sealed cover shall be marked on the left-hand top corner should be submitted online only.

“TENDER FOR ----- TENDER NO. -----

DATE OF CLOSING ----- DATE OF OPENING----- ”

(E) OPENING OF TENDER :-

You are at liberty to be present or authorize your representative at the time of opening tender with Authorization letter.

(F) CHECKLIST**(To be filled by the Tenderer only on the letter head)**

Sr.No.	Items	Whether attached	Page No.
1	Tender Fee Rs.1,200/- enclosed Online Payment receipt.....dates.	Yes / No.	
2	a) Earnest money deposit Rs.6,000/- enclosed Online Payment receipt.....dates. b) If earnest money deposit is not enclosed give reason c) Is the firm of Government Undertaken d) Is the firm is registered C.S.P.O / S.S.I. / N.S.I.C. / DGS&D having factory in Maharashtra State only for such Item.	Yes / No.	
3	Company Registration Certificate	Yes / No.	
4	C.S.P.O/SSI/NSIC/DGS&D Registration Certificate with validity	Yes / No.	
5	A attested Xerox copy of Pan Card	Yes / No.	
6	Valid Sales Tax / Vat / GST Clearance Certificate	Yes / No.	
7	Recent Authorization Certificate by OEM	Yes / No.	
8	Standard Mark Certificate (ISI)	Yes / No.	
9	Tenderers condition regarding free Delivery	Yes / No.	
10	Technical Literature / Brochure	Yes / No.	
11	Sample enclosed	Yes / No.	
12	Delivery Period	Yes / No.	
13	Covering letter for Enclosure	Yes / No.	
14	Past Performance If any	Yes / No.	
15	Marketing experience certificate enclosed.	Yes / No.	
16	Duly signed Terms and conditions The above details have been checked and found correct (Page No. must be indicated)	Yes / No.	

Place :

Date :

Signature of the Tenderer
(Official seal)-----
FOR OFFICE USE ONLY.

Remarks:

(G) IMPORTANT NOTE:

- 1) All papers in Envelope No.1 and No.2 should be serially numbered for e.g. if there are ten (10) pages in Envelope No.1 the pages should be numbered as 1/10, 2/10,....10/10 and duly signed & stamped pages should be firmly attached in form of a booklet.
- 2) All true copies must be attested by Gazetted Officer.
- 3) Shortcomings, if any in Envelope No.1 (Technical Bid) if not completed within given time limit by indenting officer if desired will result in rejecting tender. (Before the opening of the commercial bid.)
- 4) Shortcomings, if any will not be informed to the Tenderer by post.
- 5) Authorization letter should be in original and from manufacturer directly.
- 6) The right to accept or reject any or all tenders in part or whole without assigning any reason thereof is reserved with Addl. Director General of Police & Director of Police Wireless, Maharashtra State, Pune – 8 and his decision(s) on the matter will be final and binding to all.
- 7) Tender Validity up to 120 days. Though any Vendor can participate in the Tender, the Addl. DGP & DPW., M.S., Pune reserves right to select the Vendor who has manufacturing or servicing centre, repairing workshop in Maharashtra State.

(H) GENERAL TERMS & CONDITIONS:

1. (a) Samples for the quoted items must be submitted along with Technical envelop.
(b) Demonstration of the equipment should be presented at Dy.S.P.W. R & D Pune.
2. Tender Samples are not required unless specifically called for. Quotations without samples, where samples are specifically called for, are liable not to be considered.
 - a) Samples destroyed in test will not be returned and no payment made therefore.
 - b) Tender Sample: - Analysis Reports on Tender Samples will not be furnished to Tenderers.
3. Tender offered by Tenderers:- Tenderers should if not in a position to quote for entire quantity and for delivery as required, state specifically the quantity which they can deliver at the prices quoted and according to the required delivery. Silence on the points will entail responsibility for supply at quoted prices in full quantities as per required delivery.
4. (a) In the case of stores subject to price fluctuation clause, the details viz. (i) manufacturer's price works or ex-point of dispatch whether on Rail or Sea (ii) Freight (iii) dues and (iv) other charge including firm's margin should be clearly and separately stated.
(b) Basis of revision in price if claimed should be accompanied by details of variation. In no other case shall any variation in price be admissible
5. The Addl. DGP and Director of Police Wireless M.S. Pune does not pledge himself to accept the lowest tender and reserves to himself the right of accepting the whole or any part of the tender or portion of the quantity offered against any item and you shall supply the same at the rate quoted. You are at liberty to quote the whole or any portion of the quantity of any item or state that the rate quoted shall apply if the entire quantity of any such item is taken from you.
6. In the event of the order being placed against any of the tenders, if the Tenderer fails to supply stores according to the terms and conditions of acceptance of tender or fails to replace any stores rejected the Addl. DGP and The Director of Police Wireless or any person on his behalf, within such time as may be stipulated by the Addl. DGP and Director of Police Wireless shall be entitled to purchase such stores from any other source and at such case as the Addl. DGP and Director of Police Wireless shall in his sole discretion thinks fit. If action as stipulated above is taken then,
7. The offer of the defaulting contractor will be penalized to the extent of the difference in the rates or 10% of the value of the earlier order whichever is higher.

- (i) The defaulting contractor will be penalized to the extent of the differences in **the rates or 5% of the value of the earlier order whichever is higher.**
- (ii) If the defaulting contractor fails to pay the penalty he will be permanently delisted from the list of approved contractors of the Addl. DGP and Director of Police Wireless and the registration deposit of the contractor will be forfeited to government.
8. In the case of non- delivery and/or delayed delivery against an order placed with you, the Addl. DGP and Director of Police Wireless reserves to himself the right to impose such penalty in his sole discretion the thinks fit.
9. (a) Earners Money Deposit: - Earnest money should be paid via online using NEFT/RTGS or payment gateway mode, or document showing exemption from payment of EMD or registration with C.S.P.O / S.S.I. / N.S.I.C. / DGS&D having factory in Maharashtra State only for such Item.
- (b) **Security Deposit** :- Successful bidder should pay the Security Deposit equal to @3% of purchase value within 15 days else wise purchasing officer pretend his rights to cancelled the supply order, in the form of (i) Demand Draft in favour of 'Addl DGP & DPW MS Pune' payable at pune.
(ii) Bank Guarantee from any scheduled Corporate Bank/Nationalized Bank as per prescribed formats.
- c) However, the following categories of bidder have to pay Security Deposit equal to 2% of purchase value within 15 days else wise purchasing officer pretend his rights to cancelled the supply order.
1. Suppliers registered with D.G.S.&D., New Delhi / Directorate of printing, Kolkatta and having factories in Maharashtra State.
 2. All Organization of Govt. of Maharashtra, Semi Govt. and organization of Zillah Parishad in Maharashtra and the organization owned by Govt. of India.
- c) Following categories of supplier are exempted from paying the Security Deposit up to the purchase value of Rs.25000/-. If the purchase value exceeds Rs. 25000/- the supplier is required to pay the security Deposit equal to 3% of the purchase value or Rs. 10000/- maximum whichever is less. While calculating the purchase value the first Rs. 25000/- will not be counted. The Addl. DGP and Director of Police Wireless M.S. Pune may exempt firms of standing, from payment of Security Deposit in respect of supplier or contracts placed by the office. If the firms produce Certificate from the Director General of Supplies and Disposals Mumbai, to the effect that they are exempted from payment of the Security deposit or Earnest Money in the case of contracts placed with them. The Addl. DGP and Director of Police Wireless M.S. Pune however, reserves to himself the right to ask for security deposit from them against any contracts placed with them by the office if and when found necessary by him to the suppliers registered with Directorate of Industries, District Industries centre, CSPO, SSI, NSIC, MSMEDIS.
- d) Security Deposit will not be returned till the warranty period and after completion of warranty period security Deposit should be return back to concern suppliers only after supplier submit the indemnity bond to the purchaser .
10. Tenderers convicted of an offence under the Bombay Prohibition Act, 1949 or the Bombay Opium Act, 1936 will be considered ineligible for being given contracts.
11. Extension of Time:-
- (i) As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent to the Addl. DGP and Director of Police Wireless M.S., Pune.
- (ii) Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which the Addl. DGP and Director of Police Wireless M.S. may admit as a reasonable ground for an extension of the time. (and his decision shall be final) he may allow such additional time, as he considers to be justified by the circumstance of the case.

- (iii) Provided always that any failure or delay on the part of subcontractors through their employment may have been sanctioned shall not be admitted as a reasonable ground for any extension of time or for exempting you from liability for any such loss of damage, as aforesaid and provided further that no extension shall be allowed unless application for, if shall, in the opinion of the Addl. DGP and Director of Police Wireless M.S. (Which shall be final) have been made and in his opinion is justified.
- (iv) The Addl. DGP and Director of Police Wireless M.S. Pune reserves the right to call for break-up of the quotation were necessary.
- (v) The Addl. DGP and Director of Police Wireless M.S. Pune reserves the right to change the quantity as per availability of funds.
12. Tenderer whose tender is accepted will have to supply the tender items as per orders placed within the stipulated periods mentioned in the order for supply, failure to do so a penalty of ½% of the total value of the tender items will have to be paid by tenderer per week for late delivery of goods beyond the delivery period till the date of actual supply of the tender item at the site. **Maximum penalty of 10% will be charged for delay as above for the supply of goods costing not exceeding Rs.2 lakh and 5% for goods costing Rs.2 lakh and above.**
13. Any statutory increase or decrease as an act of State of the Central Government relating to sales and other Taxes shall to be the account of the purchaser by contractor.
14. Fall Clause: - It is condition of the contract that all through currency thereof, the price at which you will supply the stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rate for subsequent supplies.
15. Exact earliest and clear delivery period should be quoted.
16. It will be the responsibility of the Tenderers to inform this office within the validity period of the quotation in the event of the stores offered ex-stocks being sold elsewhere. Failure to comply with this instruction shall be construed to mean that the stores are available ex-stock during the validity period.
17. Tenderers should state the place of inspection of the stores offered, The Tenderer will have to bear all expenditure of inspection carried out either by this office or through the third party inspection.
N.B. :- Special consideration would be given in the case of Tender quoting the requirements of Maharashtra Government with Indian Standards Specifications and those with quality markings.
18. Goods should be dispatched at carrier's risk failing which they should be properly covered by transit insurance with Government Insurance Fund, Mumbai 400032. However, the supplier will be responsible until the entire stores contracted for arrival in good condition at destination.
19. Please note that Tender form should be filled in serial order of item Nos.1, 2, 3 etc. and the rates accordingly typed in column No.5 of the printed Tender Form in original and also on the counterfoil the rate of each item and other details should be given as required under each column. If the specifications are different than those prescribed in the Tender, they should be shown on a separate page but the rate for these items should be indicated on the printed form. Same procedure should be followed for alternative quotations for the same items.
- (a) Packing: - Packing proposed to be employed should be clearly stated giving details of the charges for all alternative packs.
- (b) Failure to observe any of the conditions mentioned above will result in the quotations being summarily rejected.
20. It may be noted by the Tenderers that not more than two alternative offers can be made against each items. If there are more than two offers, only the lowest two offers will be taken into consideration while scrutinizing the quotations.

21. When the material is to be supplied from outside Maharashtra State, the supplier should note that the store, will be inspected before dispatch and the cost of the inspection will be borne by the supplier as per D.G.S. and D Rules. Quotations where material is being supplied from outside Maharashtra State and if the Tenderer stipulate "Inspection will be done either by the consignee at destination or by the office at Government Cost" such quotations will not be considered.
22. Tenderers should specifically mention whether they are licensed under I.D.R. Act, 1951 for the production of the item in question and, if not, how precisely and from whom they proposed to procure the material and what arrangements are proposed for assembly and supply
23. Dates quoted in the tender Forms are subject to changes in case there being any holiday abruptly declared by the Government.
24. It is the responsibility of the vendor to take back EMD after finalizing the tender. No interest will be paid on any cost on EMD.

(Sd - xxx)

Addl. Director General Of Police &
Director of Police Wireless M.S. Pune