

**Madhya Pradesh DG HOME GUARD
/SDERF,H.Q., M.P.**

In Front of police officers mess , Noorbagh camp , BHOPAL- 462001

**e-Tender
Document For**

***Procurement, Supply, Installation and
maintenance of 5 KVA Portable Generator set
with All Accessories for DG HOMEGUARD/SDERF
M.P.***

(RFP Identification No. STR/DG- / Bhopal, Date: /02 /2024)

e-Tender Procedure

Documents download/Sale Start Date :- 00/00/0000 from 1800 Hrs
.Bid Submission Start Date :- 00/00/0000 from 1800 Hrs.
Bid Submission End Date :- 00/00/0000 at 1600 Hrs.
Opening of bid Date :- 00/00/0000 at 1620 Hrs.

DIRECTOR GENERAL HOMEGUARD/SDERF M.P.

Through, DIVISIONAL COMMANDANT (SDERF) M.P. Bhopal
infront of police officers mess , noorbagh camp , Bhopal, M.P.

Phone: -----

Fax: -----

Email: sangita.devendra@mp.gov.in

V. S. S.
21/02/24
Quor
P. H. S.
21/02
21/02

Table of Contents

Disclaimer

Table of Contents

Reference : Notice Inviting Tender (NIT)

Section I: Invitation for proposal

1. Definitions
2. General conditions
3. Tentative Bid Schedule
4. Validity of Tender Bid
5. Pre-Qualification(PQ)/Eligible Criterion
6. Pre-Bid Queries

Section II: Instructions to Tenderers

7. Procedure for submission of proposals
8. Language
9. Earnest money deposit
10. Documents comprising the bids
11. PQ Bid and Technical bid Documents
12. Financial bid Documents
13. Procedure of finalisation of Bids
14. Price Bids and Ranking of Financial Bids
15. Ethical conduct of the bidder
16. Tendering process flow

Section III: Terms and conditions

17. Delivery period
18. Standard of performance
19. Packaging
20. Acceptance testing and inspection
21. Right to vary quantities
22. Consideration –payment terms:
23. Penalty clause
24. Termination for default
25. Suspension
26. CANCELLATION OF ORDER
27. Tenderer's local service centre & personnels
28. Property and risk

Visit
21/02/24

Q

Rif

212

29. Arbitration
 30. Right of inspection
 31. Patent, copyrights, design, Intellectual property rights and Indemnity Liability
 32. Assignment & subcontracting
 33. Warranty / maintenance
 34. GST Registration
 35. Other conditions
 36. Security Deposit
 37. Agreement
 38. Limitations of Liability
- Section IV: Scope of Material and Technical specifications and work
39. Scope of work
 40. Place of supply & work
 41. Minimum Technical specifications of Equipments

Section V: BID Proposal FORMS
(Documents of Pre-Qualification Bid)

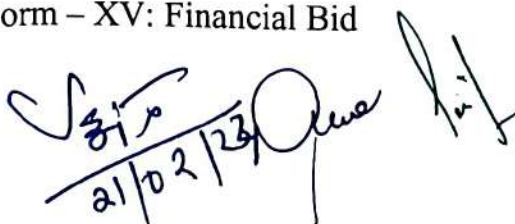
42. Form- I: Bid Proposal sheet
43. Form- II: Particulars and Financial Status
44. Form- III: PQ/Eligibility Conditions
45. Form- IV: Financial status (Turn over)
46. Form- V: OEM Authorization
47. Form- VI: Undertaking
48. Form- VII: Declaration
49. Form- VIII: Non-Malicious code & copyright certificate

(Documents of Technical Bid)

50. Form – IX: Performance Statement
51. Form – X: Force Majeure
52. Form – XI: Bill of Quantity
53. Form – XII: Technical compliance statement
54. Form – XIII: Technical Personal Statement
55. Form – XIV: Deviations statement

(Documents of Financial Bid)

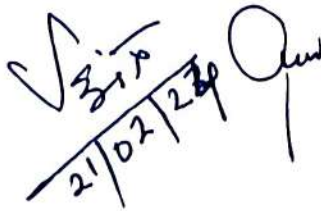
56. Form – XV: Financial Bid


Handwritten signature and date: 21/02/23


Handwritten signature.

Disclaimer

This Tender Document (also referred as "Request for Proposal" or "RFP") is not an agreement and is not an offer or invitation by MP homeguard/sderf to any Bidder other than the one that qualifies based on evaluation of submitted bids. The purpose of this tender document is to provide information to the potential Bidders to assist them in responding to this tender document. Though this tender document is prepared with sufficient care to provide all required information to the potential bidders, they may need more information than what has been provided. In such cases, the potential bidder is solely responsible to seek the information required from MP homeguard/sderf, at his / her own cost. MP homeguard/sderf reserves the right to provide such additional information at its sole discretion. In order to respond to the tender document, if required, and with the prior permission of MP homeguard/sderf, the potential bidder may conduct his own study and analysis, as may be necessary. MP homeguard/sderf makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the tender document. MP homeguard/sderf may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

 21/02/2024





DG HOMEGUARD/SDERF HEADQUARTERS, M.P.,

In front of police officers mess , Noorbagh camp, Bhopal-462001

E-mail: sangita.devendra@mp.gov.in

NIT No. STR./ ----/-----/ 2024 ,

Date: / /2024

-:: e-Tender Notice ::-

e-Tenders are invited by Divisional commandant (sderf) MP Bhopal on behalf of DG HOMEGUARD/SDERF M.P. Bhopal for the following items :-

S.No	NAME OF ITEMS & DESCRIPTION	Qty	Required EMD Rs.	Remark
1	2	3	4	5
1	Supply of 5 KVA Portable Generators with All Accessories	52	Rs.4,83,600/ (Four Lakh eighty three Thousand Six hundred)	-

1. The Tender should be submitted online on website <https://www.gem.gov.in> in favor of Divisional commandant (sderf) within scheduled date and time. EMD should be deposited online through the website.

2. Tender documents are also available on the website of MP homeguard (www.mphomeguard.gov.in) for ready reference.

3. Schedule: -

Documents download/Sale Start Date	00/00/0000 from 1800 Hrs.
Bid Submission Start Date	00/00/0000 from 1800 Hrs.
Bid Submission End Date	00/00/0000 upto 1600 Hrs.
Opening of bid Date	00/00/0000 at 1620 Hrs.

Divisional commandant (sderf)

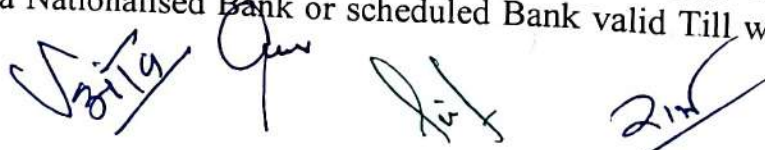
Madhya Pradesh, Bhopal

SECTION I. Invitation for proposals

1.1 DEFINITIONS:

In this document, unless otherwise mentioned or expressed clearly, the terms 'Competent Authority', 'Tenderer', 'Committee' and 'Supply of Equipments' would have meaning as given below:

- i. **Competent Authority:** DG HOMEGUARD/SDERF M.P. Bhopal.
- ii. **Tenderer or bidder:** The Firm/Company who participate in the tender , signs and submits the Tender document and bids for the contract and / or awarded the Contract to implement Tender for 'Supply of 5 KVA Portable Generators with All Accessories, installation & commissioning , as the reference may indicate; it shall also includes associates, licensee, collaborator, and agents.
- iii. **e-Tender:-** means electronically bid submission on the website <https://www.gem.gov.in> with due procedure.
- iv. **Committee:** Committee means committee(s) constituted by M.P. homeguard/sderf in relation to this process and includes M.P. Homeguard /Sderf Headquarters Technical Committee and M.P. Homeguard /Sderf Headquarters Purchase / finance Committee as appointed by DG Home guard/Sderf MP, for the purpose of this Tender, and Supplies Test & Acceptance Committee as appointed by DG Home guard/Sderf MP.
- v. **The Supply of 5 KVA Portable Genrators with All Accessories** (hereinafter referred to interchangeably as the " 5 KVA Portable Generator set with All Accessories" or the "Items" or the "Goods") includes: -
 - (a) Supply of 5 KVA Portable Generators set with All Accessories with accessories & installations per the Technical Specifications [Section-IV, clause-4.3] in this document, for use in noorbagh camp infront of police officers mess, Bhopal, Madhya Pradesh.
 - (b) Warranty of 5 KVA Portable Generators set with All Accessories with all accessories & installation supplied, conditions and period of which are mentioned in the detail technical specification of each item.If no such period is specifically mentioned it would be deemed to be for 03 years from the date of final acceptance of the item by the M.P. Homeguard/Sderf .
- vi. **"Penalty"** means the financial deduction imposed for Violation of Contract, Breach of SLA or Failure to achieve the Standards of Service set in this RFP.
- vii. **"The department"** The department means M.P. Homeguard/Sderf. The Divisional Commandant(sderf) [Div. comm. (sderf)], M.P. Homeguard/Sderf, noorbagh camp infront of police officers mess , Bhopal shall be authorized person to act on behalf of M.P. Homeguard/Sderf in reference to this RFP.
- viii. **"Performance Bank Guarantee (PBG)"** Means Unconditional Irrevocable Bank Guarantee from a Nationalised Bank or scheduled Bank valid Till warranty of



5 KVA Portable Genrators being approved by MP Home guard/sderf (This time period comprises of warranty & Maintenance period and guarantee/warranty period) from the date of signing of Contract between the parties.

ix. **"Vendor /Supplier/Service provider"**: means the Bidder who has been declared the Successful Bidder (Bidder) and has been offered to enter into the Agreement with "the department" and who has entered into the Agreement to execute the work/ provide goods and services within the scope of this tender.

x. **"Contract"** means the Agreement entered into between the MP Home guard/sderf and the "Vendor" as recorded in the Contract form signed by the Div. comm. (sderf) M.P and the Vendor " including all attachments and Appendix/ Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

V31T9 Ques huf 21x

1.2 GENERAL CONDITIONS

1.2.1 e-offers prepared in accordance with the procedures enumerated in this document then should be submitted online on website <https://www.gem.gov.in>. This is an invitation to Tenderers for "Supply installation, commissioning of 5 KVA Portable Generators set with All Accessories during contract period". The tasks for this process include the items mentioned at clause 1.1(V) above under the heading "Supply of 5 KVA Portable Genrators with All Accessories".

1.2.2 Tenderers are advised to study the tender document carefully and thoroughly. Submission of Proposal shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

1.2.3 It will be imperative on each Tenderer to fully acquaint himself with all the local onditions and factors, which would have any effect on the performance of the contract and cost of the goods. No request for the change of price or time schedule of delivery of goods shall be entertained, on account of any local condition or factor once the offer is accepted by the MP homeguard/sderf.

1.2.4 The requirement is for item mentioned Section IV. Tenderers are also advised to ascertain whether they meet the eligibility criteria for bidding for the same. Bids for incomplete items will not be accepted. Tenderers should quote for item mentioned in Section IV on a single responsibility basis. Bids with partial response are liable to be rejected.

1.2.5 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.

1.2.6 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.

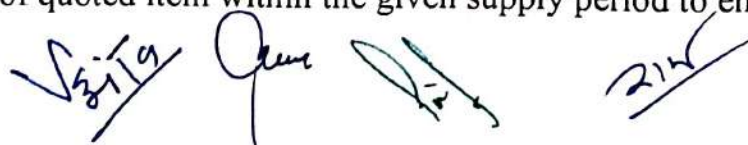
1.2.7 The successful Tenderer should have a support set up to provide services till the expiry of warranty period.

1.2.8 Pre-Qualification Bid cum Technical bid, financial bid are to be submitted online as per Gem e-tender process.

1.2.9 All informations about e-tender with Tender documents are also be available on website of MP Homeguard(www.mphomeguard.gov.in)

1.2.10 All formats and Forms duly filled up carefully after complete preparation of bid with showing the page no. Correctly. If the bidder, who wants to enclose some other additional relevant document, can add with the list of such documents separately in concerning bid.

1.2.11 Where the bidder claims to be the authorized stockiest/agent/dealer of an OEM in addition to documents required at point 1.2.16 (A) above it has to be submit under taking by the OEM that, "after assessing the financial status of the bidder, it will provide adequate quantity of quoted item within the given supply period to enable the



bidder to perform its bid obligations." Submit Form-V, signed by OEM.

1.2.12 One bidder cannot submit two different Make/Model for same item in the bid.

1.2.13 Its bidder's responsibility to provide required certificate which will be checked at the time of evaluation of bid.

1.2.14 Minimum specifications has been specified in the RFP. Bidder can propose items of better/higher specifications.

1.2.15 The support personnel must be capable to provide maintenance and support services, knowledge transfer, training Independent of principals, in MP for the product being offered. Attach relevant documents as per the requirement and Also Submit Form-XII. The competent authority reserves to him the right to invite the fresh Tenders and to place orders against any quantity of any item in this Tender without specifying any reasons.

1.2.16 If the supplier firm does not supply the material within stipulated period and has not been granted/permited for extension of delivery period then EMD will be forfeited and purchase order would also be cancelled. For a certain period, the firm will be Blacklisted with the approval of competent authority. This notice will be sent to concerned corporation/organization/board/firm and the department will ensure that no purchase order will be placed to that firm for M.P. Homeguard/sderf.

1.2.17 Force Majeure :

Neither party shall be liable for any delays or failure in performance in whole (or in part) of its obligations under this agreement if such delay or non-performance is due to any Act of God, pandemic, war, terrorism, riot, civil disturbance rebellion, government regulation embargo, explosion, fire flood, tempest, strike or failure in lighting, electrical power or telecommunications Equipment, circuits or other events beyond the reasonable control of the party whether or not similar to the foregoing (as an event of force majeure). In any such event, the parties will discuss the feasibility of continuing the provision of the Services, including the cost related thereto. The event of force-majeure persists for period of 30 business days or more and which ever parties performance is affected by the event of force- majeure, either party shall be entitled to terminate the relevant Order under this Agreement unilaterally without liability to the other in respect of such termination. Upon such termination, client shall pay (vendor) for all services rendered and expenses incurred by Personal up to and including the date of termination and any demobilization costs resulting from such early termination as provided for in relevant order. In event of such termination, client acknowledges that the services will be work in progress and may not be in a finished state.

1.2.20 Right to Rejection :- Upon the rejection of the supplied item from the tenderer, by the competent authority, the rejected stores (items) must be removed by the tenderers from the department premises within 15 days from the date of the intimation about the rejection at the risk and cost of the tenderers. Failing to do so, the department in no case shall be responsible for any loss, shortage, damage that may occur to it, while it is in the premises of the department.

Signature

21/5

Note:- Proposals and the PQ cum TQ Bid will be opened in the Conference Hall, at DG homeguard/sderf Headquarters, Noor Bagh Camp, in front of police officers mess M. P. The bidders or their authorized representatives may remain present, if they so desire.

1. The Div. Comm. (SDERF) or M.P. homeguard/sderf shall not be responsible for any delay, non-receipt or non-delivery of the Proposals.
2. The Committee(s) reserve all rights to open the tender online and examine its contents or ask for clarifications or ask for revised proposals and the decision of the committee shall be final and binding.
3. The Competent Authority reserves all rights to reject any or all offers without assigning any reason whatsoever.
4. The representatives (Employee, Manager, Owner, Partner, and Director) of the bidders participating in the tender meetings including Technical Evaluation Committee meetings etc. must carry authorization letters from the bidder concerned.

1.3 Validity of the Tender Bid

Offer should be kept open for acceptance for a period of **six months** from the date of submission of Tender Bid. A bid valid for a shorter period may be rejected by the department as non-responsive. Any increase in rates within this period will not be entertained and will result in forfeiture of EMD And / or Security Deposit. In the absence of express indication of Tenderers it should be deemed that they are willing to keep their offer open for acceptance for a further period of six months as stipulated above. During the period, the department will have right to demand additional quantity up to 50% of the quantity mentioned in the NIT.

1.4 Pre-Qualification (PQ)/ ELIGIBILITY Criterion [See check list and fill the same completely]

1) The proposal is open to all Tenderers who fulfill the following requirements: The Bidder must be a company registered under Companies Act, 1956/2013 or the partnership firm registered under the partnership act, or a society registered under relevant society act or proprietorship firm or any other legal entity.

2) The bidder/OEM must be in business of manufacturing/trading/supplying/maintenance of the Supply of 5 KVA Portable Generators with All Accessories continuously since 01 April 2020 or before in India. The bidder/OEM must submit the latest certificate issued by him.

3) (a) The Bidder, should be authorized by OEM (in respect of products and its services) to quote against this tender for the requirement of M. P. Home guard /sderf proposal. Bidder must also submit relevant documents / certificates / authorizations from the O. E. M. / principles in respect of products and its services to be made available in the enclosed prescribed Form -V. Without proper letter of

Vizita Que *21/2*

authorization the bid is liable to be rejected.

(b) Where the bidder claims to be the authorized stockiest/agent/dealer of an OEM, it has to submit under taking by the OEM that, “after assessing the financial status of the bidder, it will provide adequate quantity of quoted item within the given supply period to enable the bidder to perform it’s bid obligations.” Submit Form-V, signed by OEM.

4) Bidder should have average annual turnover of not less than Rs. 85 lakh in at last 03 years (i.e. 2020-2021,2021-22, 2022-23 or latest .)

5) The bidder should have supply order's of cumulative value of 1.25 cr. for same or similar type of item in Govt. of India/ State govt. /Govt. Undertaking/PSU during last three financial years (i.e.2020-2021,2021-22, 2022-23 or latest .)

Copy of PO must be enclosed (As per enclosed prescribed FORM – IX.)

6) The Bidder must submit copy of audited balance sheet of last 03 years duly certified by a Chartered Accountant, and submit information in the enclosed prescribed Form-IV. The form must also be signed by bidder's regular chartered accountant with UDIN No.

7) If the committee is not satisfied over turn over/production/supply and performance capacity of the bidder, it may reject the bid.

8) At the time of Bid, Bidder must not be blacklisted from any Govt. Organization/Body in India. Declaration certificate must be submitted as per enclosed prescribed Form – VII.

9) The Bidder must be registered under GST or its equivalent applicable in other States must be quoted in the bid.

10) The Bidder/OEM/Authorized dealer should have had a fully functional service/support center in India for a minimum period of 03 years.

11) For Bidder & OEM from country which shares land border with india, guidelines issued by government of India , dept. of expenditure in this regard as on bid submission date must be adhered.

12) No consortium allowed in this tender.

Vizitg Qu. lit

21m

SECTION II. INSTRUCTIONS TO TENDERERS

2.1 PROCEDURE FOR SUBMISSION OF PROPOSALS

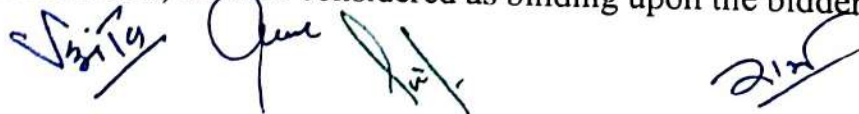
2.1.1 EMD should be deposited online through (<https://www.gem.gov.in>) .

2.1.2 No bid will be considered, unless and until each page of the bid documents is duly signed in original by the authorized signatory. Prices should not be indicated in the Pre-qualification or Technical Bid. It will lead to rejection of bid. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall be both in the figures and words. It is mandatory for all bidders to quote F.O.R. destination Bhopal. **The total cost with tax will be considered for L1 selection. Bidder should include GST (as applicable) for each line item of the financial bid.**

2.1.3 Financial Bids determined to be substantially responsive will be checked by the evaluation committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence. Arithmetic errors will be rectified on the following basis:-

- If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected unless in the opinion of the evaluation committee there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected.
- If there is a discrepancy between the total bid amount and the sum of various costs, the sum of the various costs shall prevail and the total bid amount will be corrected.
- **Offer price shall be on all inclusive basis i.e. including all taxes, duties, local levies/ transportation/ loading, unloading charges etc.**
- The successful bidder shall provide break up of GST and basic price with invoice/bill form.
- If there is any variation, it will be bidder's responsibility to prepare and submit correct GST rates within offered price. No additional amount shall be paid by the department.
- The bidder should takes all precautions while submitting financial bid sheet to avoid any ambiguity in future.
- If there is any difference in interpretation of applicable GST rates. The opinion/decision of GST commissioner shall be final and binding.
- It will be presumed that the bidder has understood and quoted the price inclusive of correct GST rates.

2.1.4 The amount stated in the Form of Financial Bid will be adjusted by the evaluation committee in accordance with the above-mentioned point for the correction of errors and, shall be considered as binding upon the bidder. If the bidder



does not accept the corrected amount of bid, its bid will be rejected, and the EMD shall be forfeited. Any omission in filling the columns of "units" and "rate" or pertaining to the Taxes/levies, service tax as applicable etc., shall be deemed to be treated as inclusive in the rates quoted. All corrections must be duly signed by the Bidder.

2.1.5 All the bid papers must be signed before uploading bid online. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained. The authorized signatory of the Bidder must sign each page and at the last page it must be clearly indicated that all the terms and conditions mentioned herein are acceptable to the Bidder unconditionally.

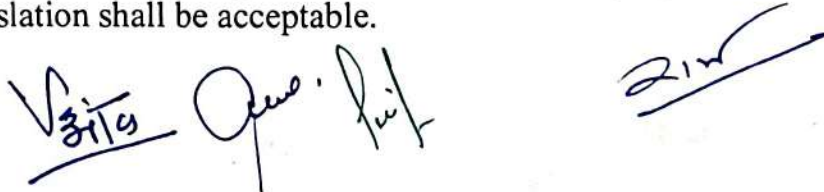
2.1.6 Bidder is required to submit the complete proposal along with annexure & brochures etc. The proposal has to be signed in original by the authorized representative of the Bidder. The proposal shall be exactly according to the presented formats given in the TENDER documents (RFP). All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable. 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.

2.1.7 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.

2.1.8 If the Bidder fails to commence the work necessary to remedy such defect or any damage to the system caused by such defect within a reasonable time period, the department may following notice to the Bidder, proceed to do such work or contract a third party or parties to do such work, and the reasonable costs incurred by the department in connection with such work shall be paid to the department by the Bidder or may be deducted by the department from any amount due to the Bidder.

2.2 LANGUAGE :-

The proposal prepared by the Tenderer and all correspondences, documents relating to the proposals exchanged by the Tenderer and the Competent Authority, and shall be written in English / Hindi language. Competent Authority may permit any Tenderer any printed literature or any document in any other language accompanied by authenticated English translation. For the purpose of interpretation only English translation shall be acceptable.



2.3 EARNEST MONEY DEPOSIT

2.3.1 A sum of fixed amount mentioned in the NIT against the items should be deposited as EMD online through(<https://www.gem.gov.in>).

2.3.2 The Earnest money will not be refunded on any account what so ever till the Tenders are finalized and in the event of any firm backing out from their offer, the Earnest money is liable to be forfeited.

2.3.3 No interest shall be claimed on E.M.D. Tenders received without or with inadequate EMD shall be liable to be rejected.

2.3.4 Only Bidder shall be liable to deposit EMD and security deposit.

2.3.5 Exemption from depositing earnest money to MSME SSI unit of the state of M.P. as per rule 14.1 of revised store purchase and service procurement rule 2022 is applicable. If firm is registered as MSME SSI unit in M.P. state as OEM of quoted product. If such MSME SSI unit quoted for such product which is not manufactured by registered firm will not be exempted from EMD submission.

2.4 Documents comprising the bids :-

The bids prepared by the bidders according to the procedure mentioned at clause no. 2.1 should comprise of the following:

2.4.1 Pre-Qualification Bid Documents

S.No.	Type of the documents	Required Format
1	Bid proposal sheet duly filled in, signed and complete in all respects.	Form I
2	Particulars and Eligibility of Bidder	Form II
3	Eligibility Conditions	Form III
4	Financial Status (Turnover)	Form IV
5	Manufacturer authorization/OEM certificate to be given by the original equipment manufacturer on its letter head to be submitted in original with clear name, designation, email id, phone no both landline and mobile no's of the signatory. Also the official web site of OEM should be provided	Form V
6	Undertaking Certificate regarding deduction of taxes	Form VI
7	Declaration by the bidder which includes government body in the country	Form VII
8	Non-Malicious Code Certificate	Form VIII
9	Performance Statement	Form-IX
10	Force Majeure	Form-X

Visita *Que* *for* *21/11*

2.4.2 Technical Bid Documents

S.	Contents	Required
1	Bill of Quantity (BOQ)	Form-XI
2	Detailed Compliance Statement as per given Technical Specifications	Form-XII
3	Technical Personnel Statement	Form-XIII
4	Deviations from tender document conditions	Form-XIV
5	Detailed technical literature of the systems offered to enable a clear understanding of various technical aspects.	
6	An undertaking that the 5 KVA Portable Genrators with All Accessories shall be complete in all respect adhering to the requirements of this RFP	
7	All other documents which are required to prove the bidder's compliance with respect to the technical evaluation criterion given in the RFP (As per the bidder's format on Bidder's letter head)	
8	Any other information if required	

2.4.3 Financial Bid Documents :-

Financial Bid with price in INR must be submitted in prescribed formats as online bid.

2.5 Procedure of finalization of Bid:-

2.5.1 Firstly, the pre-qualification cum Technical bid shall be opened. At the time of opening of bid the authorized representative may remain present. Committee may ask the bidder any additional document/ information if required, to form its opinion as qualification of the bidder. If the committee is not satisfied, it may reject the bid.

2.5.2- The tenderer must present technical demonstration of item at DG HOMEGUARD/SDERF in front of police officers mess , Noorbagh camp. m.p. Bhopal. Demonstration will be performed at DG HOMEGUARD/SDERF in front of police officers mess , Noorbagh camp. M.P. Bhopal Without technical demonstration tender shall not be considered.

2.5.3-The information submitted by the Bidders shall be tabulated and compared with specifications given in the tender form. It will thus be ascertained whether the product offered by the bidder matches with the specification of the department as given in the technical specifications in this tender document.



2.5.4- (a) As part of Technical Evaluation of Bids, the Bidders shall arrange demonstration of their quoted equipment within a period of 7 days from the opening of the technical bids to show that they fully confirm to this tender. (TEC will intimate tentative date of Demo) The bidders will be intimated the exact date and time slot for them to carry out such demonstration. The bidders are advised to make all necessary arrangement for the live demonstration of their quoted equipment with full functionality well in advance as they will be required to adhere to the time schedule given to them soon after bid opening / technical bid evaluation.

(b) At the time of quoted product demonstration etc., bidder's representative may remain present.

2.5.5- The committee would be entitled to call for any further information, document, under taking and may also interview the authorized representative of the bidder in order to satisfy itself about the eligibility of the bidder, technical specifications, trust worthiness of the product. The committee would be within its right to get any enquiry, secret or open conducted for the purpose. The information, documents submitted and undertaking given by the bidder or its authorized representative to the committee should be deemed to be the part of the "technical bid" of the bidder. The decision of the committee on technical suitability of the offer shall be final.

Out of all the bidders, committee shall short out the eligible/qualified bidder whose product/solution satisfies the Technical specifications as given in Section IV of this document and is overall acceptable to the department being satisfied with bidder's capacity to full fill the supplies terms within stipulated time.

2.5.6 Financial bids of only qualified Tenderers shall be opened. Rest bids shall not be considered and such short-listed bidders will be intimated about the date and time accordingly. At the time of the opening of Financial Bids, authorized representatives may remain present. It shall not be obligatory to accept only the lowest financial bid.

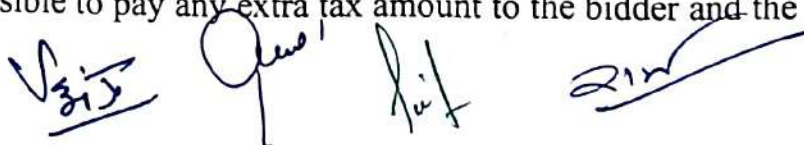
2.5.7 All or any bid may be rejected. The essence is that only such bid that in the opinion of competent Authority is most suitable for MP Home guard / sderf shall be selected

2.5.8 Bidders must understand that concerned committee and the competent authority may opt for any bid for the reason given for such preference. Technical qualification does not mean that all bids stands at equal footing in terms of quality, reliability, use worthiness, ease of handling, recurring maintenance and operation cost, down time / up time expected life/service period after expiry of warranty period or often claimed life period etc. These may be among some of considerations on the basis of which concerned committee may recommend any item to be procured and competent authority may accept such item. While making such decisions, the committee(s) may rely on or call for user feedback from M.P. Homeguard/sderf employees or from any other mp homeguard/sderf or other user who is/has used the offered item in this past.



2.6 Price Bids and Ranking of Financial Bids: -

1. Successful bidder will have to mention the basic price and tax amount separately at the submission of the bill.
2. In case of any tax related dispute relating to GST the decision of GST department will be final and binding, on the Bidder.
3. The successful bidder will be decided on the Lowest Quoted Price Value (L1) method which shall be on all-inclusive basis i.e., including all taxes, duties, local levies, transportation, loading- unloading charges, packing, forwarding, freight & insurance etc. i.e., total cost to MP SDERF.
4. Quoted prices shall be on all-inclusive basis i.e., including all taxes, duties, local levies, transportation, loading-unloading charges, packing, forwarding, freight & insurance etc.
5. Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period or service period, shall be to the purchaser's account. For claiming any change in price due to such Statutory variation, the successful bidder shall have to lodge claim before the purchaser providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Purchaser shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
6. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
7. The invoice shall be generated by the successful bidder which may inter-alia include the following confirmations from the successful bidder: -
 - i. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act, or the Rules made there under.
 - ii. Certified that the goods and services on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
 - iii. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
 - iv. The proper GST invoice as per requirements of GST rules shall be submitted by the successful bidder to the buyer /consignee directly along with the Goods / Services as and when deliveries are made to the consignee.
 - v. In case the bidder has quoted the taxes wrongly, MP SDERF will not be responsible to pay any extra tax amount to the bidder and the bidder will have to bear



the cost of tax difference.

2.7 Ethical conduct of the bidders :-

1. The bidder or its representative shall not make any cartel or group to influence the bidding process or the price to the disadvantage of the Government.
2. The bidder or its representative shall not enter into uncalled for correspondence with competent Authority or any of his subordinate or Consultant or any agency as authorized by the Competent Authority with respect to this tender.
3. Where the bidder requires any information with respect to this tender, it or its authorized representative shall interact with DIV. COMM. (sderf) only during office hours either in person or on his official phones. Bidders or their staff / agents / employees are strictly prohibited to interact with any M.P. sderf staff, subordinate to DIV. COMM. (sderf) on any matter what so ever. Such unethical behavior shall lead to automatic disqualification of bid.
4. Where the bidder is not satisfied with any decision of the DIV. COMM. (sderf) , or any of the committee, it has liberty of representing its case before competent Authority or his nominee. But indulging into anonymous or pseudonymous petitions etc. shall be taken to be unethical practice.
5. Bidders must appreciate that only most suitable tender can be accepted and hence all the tenders cannot be accepted, so losing out the bid is also one of the business proposition well known to the bidder well in advance. Therefore, any indiscreet conduct post disqualification would be treated to be an unethical behavior.
6. The Bidder after being awarded the work, during / after its completion and during /after the on- site warranty and maintenance period shall not indulge into monopolistic or restrictive trade practices and shall not take advantage of its position / being privy to the knowledge of the system while working out the costs of spares, maintenance, bug fixing, additional programming to increase marginal but additional functionalities in the software etc.
7. Bidders must also appreciate that the department is fully conversant of its requirements and is entitled to define its requirements.
8. Any canvassing in favor of or against any bid or for inclusion or deletion, substitution of any point in the RFP under its own name or in the name of any other entity or anonymous or pseudonymous before any authority not approved in the RFP or before multiple authorities or persistent pestering on any term or condition in the RFP may be taken to be unethical practice.
9. No OEM, its representatives, employees, agents, channel partners, stockiest, or whatever name it may be designated shall indulge into cartelization, preferential treatment to one or more bidder as against others, or any kind unethical practice with respect to this project.



SECTION III: TERMS AND CONDITIONS

Section III: Terms and conditions

3.1 DELIVERY PERIOD

Supply of 5 KVA Portable Generators with All Accessories will be delivered , installation, commissioning within 60 days. Delay may lead to the imposition of the liquidated damages As per the gem provisions. 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.

3.2 STANDARD OF PERFORMANCE

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

3.3 PACKAGING

The tenderers shall supply the material in proper packaging unless otherwise indicated to ensure protection from any damage during transfer from tenderer's place to DG home guard/ sderf in front of police officers mess, noorbagh camp m.p. Bhopal. The packaging material shall not be returned to the tenderer.

3.4 ACCEPTANCE TESTING AND INSPECTION

3.4.1 The Supply of 5 KVA Portable Generators with All Accessories with accessories for M.P. homeguard/sderf Headquarters, MP, Bhopal will be tested by the Final Acceptance & Test Committee as per Acceptance Test Procedure (ATP) as formulated and approved by the Competent Authority or his nominee. At the time of testing etc. Representative of bidder may remain present.

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

The block contains three handwritten signatures or initials. The first one on the left is a stylized signature that appears to read 'V319' followed by a flourish. The middle one is a cursive signature. The one on the right is a signature that starts with '2' followed by a flourish.

3.5 RIGHT TO VARY QUANTITIES

3.5.1 The Competent authority reserves the right to vary the quantity within the validity of the contract or at the time of placing the purchase / work / supply order and demand additional quantity within the 6 months of execution of agreement without any change in price or other items and conditions with commensurate increase or decrease in delivery period. The quantity indicated

in the Notice Inviting Tender may vary. Tenderer shall be bound to supply the item in such a quantity as required by M. P. Home guard /sderf . The department reserves the right to demand additional 50% quantity within 6 months of purchase order at the price quoted in the bid.

3.5.2 The competent authority also reserves the right to place part order on the selected vendor. 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 approximate requirements are given in the tender schedule / bill of material.

3.5.3 The competent authority will be entitled to have protection of the price fall to be extended to it.

3.5.4 The department 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.

3.6 CONSIDERATION – Price, Taxes etc. and Payment Terms:-

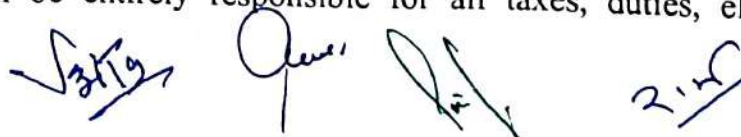
Payment Milestone:-

S. No.	Payment	Terms
1	100% of the total value including taxes	As per gem portal provision the payment would be released on delivery and acceptance of all items at FOR place. And CRAC generated from gem portal

3.6.1 The Tenderer will be entitled to receive consideration after completion of the respective delivery and "Final Acceptance Test" of all the items to be supplied by the bidder at DG home guard/ sderf in front of police officers mess, noorbagh camp m.p. Bhopal. Payment will be released as per Gem provisions and clause 3.6.

3.6.2 The prices quoted for the items shall be firm throughout the period of agreement and shall not be subject to any upward modification what so ever. The rates should be quoted F.O.R. at DG home guard/ sderf in front of police officers mess, noorbagh camp m.p. Bhopal. The prices quoted shall be all inclusive.

3.6.3 The Tenderer shall be entirely responsible for all taxes, duties, electrical



connections etc. For completion of delivery , commissioning and installations.

3.7 PENALTY CLAUSE

3.7.1 If the supply of the material is not completed in the stipulated time as prescribed in this document:-

- a) Penalty of 0.50% per week of the material or total cost shall be imposed. It shall be payable by the Vendor. The said amount shall be deducted from the total amount payable to the Vendor. Delivery period can be extended with late delivery penalty @ 0.50% per week for mutually agreed period on the request of Vendor / Supplier by the competent authority, while considering merits and demerits of the case.
- b) to purchase else-where, without notice to the Tenderers on Tenderer's account and at the Tenderer's risk, the items not delivered or others of a similar description (where offers exactly complying with the particulars are not in opinion of the competent authority readily procurable, such opinion being final) without canceling the contract in respect of the consignment not yet due for delivery, and / or
- c) to cancel the contract or portion thereof and if so desired to purchase the items at the risk and cost of the Tenderer, and/or
- d) to forfeit the Earnest Money Deposit and/or Security Deposit to the extent of the loss incurred by the Government.

In the event of action being taken under (a), (b) and (c) above, the Tenderer shall be liable for any loss, which the Government may sustain on that account but the Tenderer shall not be entitled to any gain on purchase made against default.

3.7.2 Failure to give services (repair / replacement of Supply of 5 KVA Portable Generators with All Accessories) under warranty period, within 07 days of complaint will lead to imposition of penalty @ Rs 500/- per day.

3.7.3 Penalty may be deducted from any amount payable to vendor or it may be directed to deposit the penalty amount separately or may be deducted from security / performance bank guaranty/ deposit.

3.7.4 The department will have powers to impose penalty up to 5 % of balance undelivered/ partially delivered material(hardware/software), in cases of late deliveries. D.G. Homeguard/ sderf M.P. will be final authority to decide the quantum of the penalty to be charged.

3.8 TERMINATION FOR DEFAULT :-

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

1. The Tenderer 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.
2. The quality of the delivery of 5 KVA Portable Genrators with All Accessories accessories is not up to the satisfaction of the Competent Authority.



3. The Tenderer fails to perform any other obligation under the agreement.
4. The Tenderer fails to perform any other obligation, which the Competent Authority feels necessary for the best interest of the department.
- 3.8.2 The Competent Authority may at any time terminate the contract by giving written notice to the Tenderer without compensation to the Tenderer, if the Tenderer 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.
- 3.8.3 In case of termination of contract as mentioned above all Bank Guarantee furnished by Tenderer shall stand forfeited.

3.9 SUSPENSION :-

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

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

3.10 CANCELLATION OF ORDER :-

In the event of the selected bidder:-

- (i) Failing to fulfill the order.
- (ii) Commit breach of any terms and conditions of this contract/supply order.
- (iii) Found repeatedly supplying goods liable to rejection hereunder.
- (iv) Failing, declining, neglecting or delaying to comply with any other demand or requisition or otherwise not executing the same in accordance with terms of this contract/supply order.
- (v) The bidder or their agent or servants being guilty of fraud in respect of this contract.
- (vi) Bidder and/or any of their partners or representatives found promising/offering any bribe or any pecuniary benefits or otherwise to any official/person connected with this tender.
- (vii) The bidder or any of their partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with their creditors or attempt.
- (viii) M.P. Home Guard / Sderf shall be at liberty to cancel the supply order forthwith, to blacklist the bidder, to reclaim all or part of money paid to the bidder and to initiate any criminal/civil proceedings against the bidder and/or their partners.

[Handwritten signatures and initials]

3.11 TENDERER'S LOCAL SERVICE CENTRE & PERSONNEL:-

3.11.1 The tenderer should have service centre in India for 5 KVA PORTABLE GENERATOR SET. Tenderer shall have to provide such qualified and experienced personal as are required to perform the services under agreement. Firm will give full details of his personals and service centre in the Form-XIII.

3.12 PROPERTY AND RISK:-

3.12.1 The property and risk in the goods shall pass to the Competent Authority when they are delivered and accepted as of the F.A.T. in accordance with the conditions of the agreement. Such passing of property and risk shall be without prejudice to any right of rejection.

3.12.2 All goods must pass the acceptance test and Competent Authority shall be entitled to reject all or any goods, which do not conform completely in every respect to the specifications.

3.12.3 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, Competent Authority may reject the same even after a reasonable period of use.

3.12.4 Any goods rejected must at the request of Competent Authority be replaced or re-performed as the case may be, by the Tenderer at his expense. Alternatively, Competent Authority may elect to cancel the contract both in respect of the goods in question and of the whole of the undelivered balance (if any) of the goods covered under this contract. **All rejected goods will be returned to Tenderer at his expenses with in 15 days .**

3.13 ARBITRATION :-

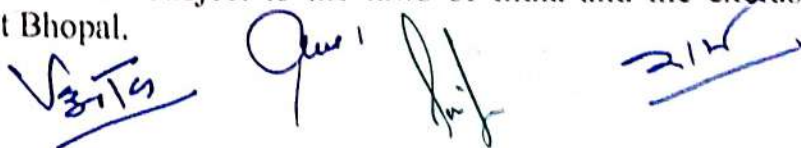
The proceeding Arbitration to this tender under The Arbitration & Reconciliation Act-1995 As following.

(i) Any disputes, differences of opinion, claims and controversy ("Dispute") arising out of, relating to, or in connection with this Agreement, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration.

(ii) During any period of arbitration, there shall be no suspension of contract Agreement. During the arbitration, the Agency (SI) shall continue to fulfil its obligations under this Agreement except for such obligations and other matters, which are the subject of arbitration.

(iii) All arbitration proceedings will be governed by applicable Indian law.

(iv) Subject to the arbitration proceedings as stated above, the adjudication of all disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at Bhopal.

The bottom of the page features four handwritten signatures or initials in blue ink. From left to right, they appear to be: 'V3174', 'Ques', 'J. J.', and '212'.

3.14 RIGHT OF INSPECTION

3.14.1 The Competent Authority shall have the right to inspect the work or get it inspected by his any authorized officers at any stage.

3.14.2 The supplier must have suitable facilities at his establishment/workshop/R&D centre for carrying out various performance tests on the equipments. A functional & reliability test may be carried out at the Tenderer's centre or any other place decided by the competent authority. Reliability of the 5 KVA Portable Generators with All Accessories shall be demonstrated to the satisfaction of the department.

3.15 PATENT, COPYRIGHTS, DESIGN, INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY LIABILITY [See Form-VIII]

3.15.1 The Tenderer shall indemnify the MP Home guard / Sderf for any third party liability arising out of patent or copyright or intellectual property or any other dispute. Tenderer shall bear the cost of any dispute arising as of alleged violation of any law and policy applicable in India, with respect to this supply.

3.15.2 The Tenderer shall not purchase or use or offer 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.

3.15.3 That Tenderer shall indemnify the Competent Authority from all actions, costs, claims, demands, expenses & liabilities whatsoever resulting from any actual or alleged infringement as aforesaid and at the expenses of Tenderer shall be defended in the defense of any proceedings which may be brought in that connection.

3.15.4 No goods covered by the contract shall be manufactured, sold, disposed or done by Tenderer 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.

3.15.5 Tenderer should submit Certificate signed by O.E.M. regarding non-violation / infringement of any Indian or foreign patent, trademark, registered design or other intellectual property rights.

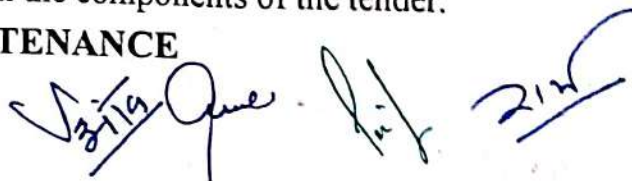
3.16 ASSIGNMENT & SUBCONTRACTING:-

3.16.1 Tenderer shall not assign or transfer this contract or part thereof to any other person.

3.16.2 Tenderer shall not, subcontract this contract or part thereof.

3.16.3 For the purpose of the liabilities under this tender, the Tenderer will be considered as a solely liable to all the components of the tender.

3.17 WARRANTY / MAINTENANCE

Handwritten signatures and initials at the bottom of the page, including a signature that appears to be 'S. J. J.' and another that appears to be 'S. J. J.' with a date '21/11' written next to it.

3.17.1 Tenderer shall provide Comprehensive OEM Warranty and maintenance for 03 years unless otherwise specified in the technical specification of the item in respect of the 5 KVA Portable Generators with All Accessories and accessories in this RFP. Warranty period will start from the date of Final Acceptance Test (Check-Test).

3.17.2 Failure to give services (repair/replacement of 5 KVA Portable Generators with All Accessories) during warranty period, within 07 days of complaint shall result in to penalty @ Rs 500 /- per day

3.17.3 Tenderer should provide on-site {Complaint Raise Site} service for related item for 3 years.

3.18 GST REGISTRATION :-

The bidder should have their firm registered with GST and shall furnish notarized copies of the same with their Pre-qualification bid along with their latest Tax clearance certificates from the concerned The department. The prevailing rates of GST shall apply.

3.19 OTHER CONDITIONS

3.19.1 The Director General Homeguard / Sderf MP may cancel the tender and all proceedings relating there to without assigning any reason. The decision of the Director General Home guard / Sderf MP, Bhopal shall be final as regards the acceptability of Tendered items and items supplied by the Tenderer and Director General Home guard / Sderf MP, Bhopal shall not be required to give any reason in writing otherwise at any time for rejection of the Tender or items

3.19.2 Any call deposit pending with the department in another connection cannot be adjusted for the present Tender.

3.19.3 The bidder will have to comply applicable laws/guidelines/ rules of Indian government.

3.19.4 The bidder will be responsible for providing training to the staff of homeguard / sderf or its representative's regarding complete procedure for operation & handling of the supplied item .

3.20 SECURITY DEPOSIT :-

3.20.1 The successful Tenderer will be required to furnish a fresh Security Deposit @ 3% of the total value of the contract in shape of FDR / Bank guarantee issued by any Indian Nationalized Bank at the time execution of agreement as referred in Clause 3.20 below. After execution of agreement the successful tenderer will be returned his FIXED EMD amount which submitted at the time of bidding. During the warranty period of 5 KVA Portable Generator set with All Accessories security deposit should be valid upto 03 year 02 month.

3.20.2 After furnishing the 3% security deposit by successful tenderer, the EMD of fixed amount deposited with their bid of all other participating tenderers will be returned.

3.20.3 3% Security deposit will be returned to the vendor/supplier after expiry of warranty period.

3.20.4 Penalty may be deducted from security deposit also.

The bottom of the page features three handwritten signatures or initials. On the left, there is a signature that appears to be 'V. S. T. G.'. In the center, there is a signature that appears to be 'Q. S. P. S.'. On the right, there are initials that appear to be '21 W.'.

3.21 AGREEMENT :-

3.21.1 The successful Tenderer will have to enter into an Agreement with the DIV.COMM. (SDERF), MP Bhopal for the material of the contract on Rs 1000/- non judicial stamped paper, within 15 days of the communication of the final order on bids, the cost of which has to be borne by the supplier. The MP home guard sderf shall provide Proforma for such an agreement. No variation is permitted in this agreement.

3.21.2 Till such an agreement is signed, there is no liability for MP homeguard/sderf and Competent authority. D.G.homeguard/sderf m.p. may scrap the tender or any of its part without assigning any reason at any time before the signing of the agreement. In case of scrapping of tender or its part M.P. homeguard/sderf will not liable for any loss or cost to tenderer. Till the signing of agreement the tender shall bear its own cost for all the activities relating to this tender.

3.21.3 This RFP will also be a part of agreement.

3.22 LIMITATIONS OF LIABILITY :-

3.22.1 Vendor's aggregate liability for actual direct damages shall be capped at 100% of the value of the contract provided that this limit shall not apply to:

- The bodily injury (including death) and damage to real property and tangible personal property caused by SI's negligence, and/or
- The intellectual property infringement claimed.

3.22.2 Neither this contract nor the service delivered by the vendor under this contract grants or creates any rights, benefits, claims, obligations or causes of action in to or on behalf of any person or entity (including any third party) other than between the respective parties to this contract as the case may be.

3.22.3 Vendor shall bear the risk of loss of project assets up to the time they are transferred and handed over to the department, after which it shall stand transferred to the department. Vendor shall arrange and pay for insurance to cover such items until it is transferred and even after the transferred of the project assets till the insurance policies come up for a renewal. Draft copy of the Agreement will be provided to the successful bidders.



SECTION IV.

SCOPE OF MATERIAL AND TECHNICAL SPECIFICATIONS and WORK

4.1 SCOPE OF WORK:-

The successful Bidder(s) will provide the following services:-

- A. Supply , Installation & commisioning of 5 KVA Portable Genrators with All Accessories with all accessories.
- B. After Sales service during warranty period for five years or any larger period if specified in the detail specifications from the date of "Final acceptance" [3.4] in which equipment was found OK.
- C. Commitment to provide spares for next 2 years at agreed price after warranty period.
- D. The bidder has to provide all required accessories to operate & handle the supplied items.
- E. The bidder will be responsible for providing training to the staff of Homeguard & SDERF or its representatives regarding complete procedure for operation & handling of the supplied items.
- F. The supplied items should be delivered in ready to use condition.
- G. The bidder has to conduct regular checkup of the supplied items i.e., twice a year and have to submit the health report of the supplied items.
- H. The bidder has to provide onsite warranty of the supplied items along with the accessories for 03 years post final date of acceptance.

4.2 PLACE OF SUPPLY AND WORK

Supply of 5 KVA Portable Genrators with All Accessories etc. are to be supplied at the FOR destination i.e. Director General Home guard / Sderf Noorbagh camp. MP, Bhopal.

Visits *Ques* *for* *2125*

4.3 Minimum Technical Specifications of 5 KVA Portable Genrators with All Accessories to be supplied:-

1. Product Name: 5 KVA Portable Genrators with All Accessories:-

1. 5 KVA Portable Generator Set

S.no.	Parameter	Specification
1	Rating	5 KVA
2	Phase	Single phase
3	Frequency	50 Hz (± 2)
4	Voltage AC	230 ($\pm 5\%$)
5	Voltage DC	12 V for battery charging
6	Engine	4 stroke, overhead valve, single cylinder, fuel efficient technology
7	Displacement	375-450 cc
8	Fuel injection system	Automatic
9	Continuous running	Minimum 5 hour
10	Starting system	Recoil and push button start
11	Cooling system	Air cooled / forced cooled
12	Weight (dry)	Not more than 125kg

13	Fuel type	Petrol
14	Fuel tank capacity	Not less than 12 ltr
15	Wheel and handle	Yes easy to move
16	Control panel	Low oil pressure alert, volt, hour, ampere, DC charging indicator
17	Noise level	Less than or equal to 86db as per latest norms of central pollution control board (CPCB) / noise regulations of India.
18	Safeties	Low lube oil protection, overhead cut out, over load protection
19	Warranty	Minimum 2 year
20	Service	Services from date of delivery period of 5 year must be provided onsite and spare parts must be made available. Service network should be within the state.
21	Certificate required	Must be ISO / BIS certified, Environmental (Protection) Rules 1986, in respect of noise and emission norms.

NOTE:

Supplier / Manufacturer will provide operation & maintenance training with operation manual to madhya Pradesh SDRF/Home guard personnel to their satisfaction.

Section V.
BID Proposal FORMS

FORM-I

Bid Proposal Sheet
(Enclose with Pre-Qualification Bid)

Tenderer's Proposal Reference Number and Date:		
Tenderer's Name and Address:		
Person to be contacted:		
Designation:		
Telephone No.	Fax No.	E-mail Id-

To,

DIV. COMM. (SDERF),

MP HOMEGUARD & SDERF Head Quarters,

In front of police officier mess , Noor bagh Camp , Bhopal

Bhopal – 462001

Subject: Tender for Supply & Installation of 5 KVA Portable Genrators with all accessories for MP HOMEGUARD/SDERF Headquarters, Bhopal

Dear Sir,

We, the undersigned, having read and examined in detail the specifications and all proposal documents in respect of "Tender for 5 KVA Portable Genrators with All accessories" and do hereby propose to make the supplies mentioned in the Tender document.

Price and Validity: All the prices mentioned in our proposal are in accordance with the terms as specified in the proposal documents. We do hereby confirm that our proposal includes all taxes, duties, charges (GST) FOR destination etc. We agree to abide by this bid for a period of 6 month from the date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. Offer is open for a period of six months from the date of execution of contract. During the period the M. P. Homeguard & SDERF will have right to demand additional quantity.

[Handwritten signatures and initials]

Deviations: We declare that all the services shall be performed strictly in accordance with technical specifications and other conditions of the Tender documents except the deviations as mentioned in the Technical Compliance Statement (**FORM- XII**) and Deviations from Tender Document Conditions (**FORM- XIV**). Further we agree that additional conditions, if any, found in the proposal documents, shall not be given effect to.

Time Schedule: We further declare that we have the capacity and shall deliver entire material within delivery period as explained in **Clause No. 3.1** of the bid document.

Proposal Pricing: We further declare that the prices stated in our proposal are in accordance with your terms and conditions in the proposal document.

Qualifying Data: We confirm having submitted qualifying data as required by you in your Tender document. In case you require any further information / documentary proof in this regard before evaluation of our proposal, we agree to furnish the same.

Agreement Performance Security: We hereby declare that in case the contract is awarded to us, we shall submit Bank Guarantee as per terms and conditions of the Tender document and agreement of contract.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief and nothing is concealed.

The proposal submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any proposal you may receive. The undersigned is competent and duly authorized by the tenderer company/entity to sign this document. We further agree to adhere to ethical standard set by you in this document and all such other instructions on the issue by the Government of India and Government of M.P.

Thanking You

Yours faithfully

(Signature)

Name:

Date:

Designation & Authority:

Place:

Seal:

Business Address:

The block contains three handwritten signatures or initials in black ink. The first signature on the left is written over the 'Name' line and appears to be 'Vijita'. The middle signature is written over the 'Date' line and is more stylized. The third signature is written over the 'Designation & Authority' line and appears to be 'R.K.'.

FORM- II

(Particulars and Financial Status Form)
The Particulars of the Tenderer
(To be enclosed with Pre-Qualification Bid)

(TO BE FILLED UP BY THE TENDERER)

S. No.	Particulars	Bidder Statement	Page No.
1.	Tender for the item.		
2.	Name of Make / Model No. of Item (Details of Manufacturer of the item)		
3.	Name and full address of the Tenderer		
3A	Whether Proprietary firm / Public limited Company or private Ltd. Co. or Partnership firm or any other entity (Give details)		
3B	If single proprietor, then give Name and address of the Proprietor liabilities.		
3C	If partnership firm, Name and address of the partners and their respective liabilities.		
3D	a. In case of a company, details of Director, Managing Director etc and their respective liabilities in carrying this tender and discharge of subsequent agreement in pursuance this tender.		
3E	b. In other cases, details of liability of the bidder in the business entity, for default on the contractual obligations under the tender and for Varacity of information being submitted in this bid.		

Signature *Signature* *Signature* *Signature*

	Whether tenderer has any shop / factory / support Centre or other establishment is in M.P.? If so, provides details of address of the same and the activity carried on there. (Attach details of local support Centre as prescribed in Form- XIII)		
4.	Registered Office with full address, Telephone No(s), Fax no(s), E-mail address, Website URL.		
5.	Attested certificate of Registration with Registration No. of tendering firm under Company Act 1956/2013 Indian Partnership Act or proprietary firm or any other law for the time being force.		
6.	Date of Establishment of tendering firm.		
7.	Production Place & Production Year of Item, if tenderer himself manufactures the quoted item		
7A	If Tenderer / Bidder, themselves are not manufacturer, then provide Name, Address and details of Manufacturer. The consent/authorization letter of the manufacturer/OEM to participate in this tender should be attached in Form- V.		
8.	Annual production capacity of item of the OEM		
(a)	and order already at hand to be executed, by the O.E.M. [Please see Clause 1.5.3]		
(b)	(i) Quantity [for the item tendered] already in stock of bidder and its OEM.		
	(ii) Quantity supplied to other the departments during previous Five F.Y.		
	(iii) Quantity for which supply orders for other the departments are already in hand to be executed by the bidder in this F.Y.		
9.	Income Tax Registration number (PAN) of Bidder.		
10.	Self Attested Income Tax Return for F.Y. 2020-21, 2021-22 , 2022-23 [submit copies]		
11.	GST Registration No.		

[Handwritten signatures and initials]

12.	Self Attested GST Return for F.Y. 2020-21,2021-22 , 2022-23 [submit copies]		
13.	Annual turnover of the tendering firm F.Y. 2020-21,2021-22,2022-23 or latest [attach proof as per FORM –IV] [Please see Clause 1.5.4]		
14.	Data for purchase order received in favour of 5 KVA Portable Generator set with All Accessories for last three years (i.e. F.Y. 2020-21,2021-22,2022-23 or latest) as per FORM - IX [Please see Clause 1.5.5]		
15.	Name and addresses and designation of the persons who will represent the Tenderer while dealing with the MP Home guard /Sderf Headquarters, M.P., Bhopal (Attach letter of authority)		

(Tenderer may use separate blank sheets if the information being large does not fit in to the space given above.)

Date: _____

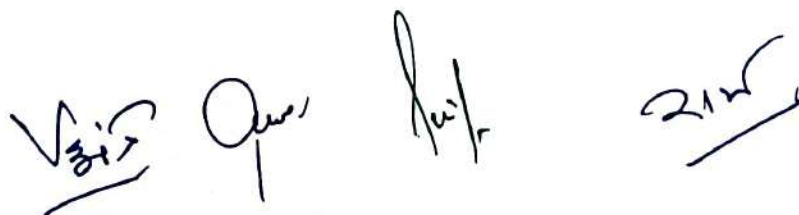
Place: _____

Seal & Signed: _____

Name: _____

Designation: _____

For and on behalf of: _____



(Enclose with Pre-Qualification Bid)

(PQ)/Eligibility Conditions

(Tick where applicable)

S. No.	Qualifications	Type of the documents	Page No.	Status	Remarks
1	Legal Entity	The Bidder must be a company registered under Companies Act, 1956/2013 or the partnership firm registered under the partnership act, or a society registered under relevant society act or proprietorship firm or any other legal entity. The bidder must submit the copy of registration of firm.			The copy of registration certificate of firm / certificate of incorporation under company act 1956/2013.
2	Existing business	The bidder must be in business of manufacturing/trading/supplying/maintenance of 5 KVA Portable Generator set with All Accessories continuously since 01 Apr 2020 or before in India. The bidder must submit the latest certificate issued by Himself.			The latest certificate issued by Himself must be enclosed.
3	OEM Authorization	(a) The Bidder, should be authorized by OEM (in respect of products and its services) to quote against this tender for the requirement of M. P. Homeguard / SDERF, proposal. Bidder must also submit relevant documents / certificates / authorizations from the O. E. M. / principles in respect of products and its services to be made available in the enclosed prescribed Form -V. Without proper letter of authorization the bid is liable to be rejected. (b) Where the bidder claims to be the authorized stockiest/agent/dealer of an OEM, it has to submit under taking by the OEM that, "after assessing the financial status of the bidder, it will provide adequate quantity of quoted item within the given supply period to enable the bidder to perform it's bid obligations." Submit Form-V, signed by OEM.			The letter of authorization signed by OEM in the enclosed prescribed Form - V and other relevant documents must be enclosed.
4	Bidder Turnover	Bidder should have average annual turnover of not less than Rs. 85 Lakh in last 3 financial years (F.Y. i.e. 2020-2021, 2021-22 , 2022-23 or latest). The Bidder must submit copy of audited balance sheet of last three financial year duly certified by a Chartered Accountant, and submit information in the enclosed prescribed Form-IV. The form must also be signed by bidder's regular chartered accountant.			A Copy of audited balance sheet of last four financial year must be enclosed. - Submit certificate in Form IV. - Form IV should be counter signed by bidder's chartered Accountant also.

Handwritten signatures and initials:

Signature 1 *Signature 2* *Signature 3*

FORM – IV

Financial Status of tenderer (Supplier) within last 3 financial years

(Must be enclosed with the "Pre-Qualification Bid")

[See Clause 1.5.4 and 1.5.6]

Full Name of Tenderer (Supplier) Firm :					
Full Address of Tenderer (Supplier) Firm :					
Phone No. :					
Fax No. :					
E-mail :					
S.No.	Financial Year	Annual Turnover of Tenderer/ Supplier Firm (in Indian Rupees)	Turnover on account of manufacturing /trading /supply of 5 KVA Portable Generators	Audited Balance sheet enclosed (Page No.)	Net Profit after tax payment (in Indian Rupees)
1	2	3	4	5	6
1.	2020-21				
2.	2021-22				
3.	2022-23				
2.	Or latest				

* For all F.Y. the balance sheet need to be duly audited by C.A.

Signature of chartered Accountant

Name

BusinessAddress.....

.....

Firm Name, if any Contact No.

Seal

Registration No. with Institute of

Chartered Accountants of India.....

UDIN No.....

Signature

Name

& Seal of the Tenderer (Supplier)

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

FORM – V

OEM / MANUFACTURERS AUTHORIZATION CERTIFICATE

(Must be enclosed with Pre-Qualification Bid)

(On the letter head of OEM carrying address, contact numbers, TIN number with sign and seal of authorized signatory)

It is certified that:-

1. M/s _____ are our authorized dealers/distributors and they have been authorized to quote and sell(name of equipment or part with full details) and (Accessories)
Make/ Model No.----- manufactured by us to MP Homeguard/Sderf.
2. We certify that product quoted are under **three** years onsite OEM warranty.
3. We certify that product quoted are latest version and that the support including spare parts for the quoted product shall be available for minimum **five** years from the date of Go-Live.
4. We undertake to provide them all necessary support for providing effective after sale services.
5. After assessing the financial status and our contractual understanding with the above authorized firm, it is also certified that we will provide adequate quantity of quoted item within the given supply period (i.e. 60 days from date of order) to enable the bidder to perform its bid obligations. It is further certified that this undertaking is being given after assessing our manufacturing capacity, stock position and supply orders already in hand yet to be executed within this period.

Authorized signatory

(Signature, Name, designation,

contact address and Telephone number)

Seal



FORM – VI

UNDERTAKING

(Must be enclosed with the "Pre-Qualification Bid")

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

I.....

S/oShri.....Resident of.....
.....Being Director/ Proprietor / Partner of M/s.....
.....whose GST Registration No. isIncome Tax PAN No. is
.....and GST No. ishereby give
consent to Homeguard/SDERF Headquarter Bhopal to deduct from our Bills whatever Amount is payable by us on account of
the necessary Tax dues .

Place :-

Date :-

Signature:-

Name:-

Post:-

Seal:-



FORM - VII

(DECLARATION)

(Must be enclosed with the "Pre-Qualification Bid")

1. I, (Name of M.D./ Proprietor of firm).....son of.....of M/s (Name of firm and full Address).....have read all the terms and conditions of the tender given above. These are acceptable to me.
2. Earnest Money deposited online vide Reference/Receipt No. _____ Dtd _____ of Rs.....(In words) in favour of Divisional Commandant (Sderf) ,MadhyaPradesh, Bhopal - 462001 payable at Bhopal, is enclosed herewith.
3. I, (Name of M.D./ Proprietor of firm).....son of.....of M/s (Name of firm and fullAddress).....certified that we are registered and experienced firm for this work and truly manufacturing / trading /supplying of 5 KVA PORTABLE GENRATORS since(date).
4. We also certified that we are not black listed by any state or central Govt. / University / Bank / Corporation / Autonomous institute etc.
5. Each page of tender documents is duly signed with seal by us.
6. We undertake to adhere the ethical commitment as required in this tender mandated by the law.

Place :

Date :

Signature

Name& Seal

of the Tenderer

(Supplier)

FORM – VIII

Non- Malicious Code IPR, Patent, Design and Copyright Certificate



(Must be enclosed with the "Pre-Qualification Bid")

[On the letterhead of the OEM]

Sub: Non-Malicious Code IPR, Patent, Design and Copyright Certificate

1. I/We hereby certify that the equipment hardware, firmware software, driver software, application software, or any other item being offered or to be provided to run the hardware, software or equipment as part of the contract does not and will not contain any kind of malicious code that would activate procedures to:
 - a. Inhibit the desired and the designed function of the equipment / solution.
 - b. Cause damage to the user or his equipment / solution during the operational exploitation of the equipment / solution.
 - c. Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening any Indian law.
2. We 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.
3. We shall indemnify the Competent Authority from all actions, costs, claims, demands, expenses & liabilities whatsoever resulting from any actual or alleged infringement as aforesaid and at the expenses of Tenderer shall be defended in the Defense of any proceedings which may be brought in that connection.
4. We further certified that no goods covered by the contract have been manufactured, sold, disposed or done by us 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, design or similar right, or of any charge, mortgage or lien.
5. We undertake to be liable under Information Technology Act, 2000, Indian Penal Code 1860 and all the other Indian laws and laws relating to copyright, design, patents and Intellectual Property rights (IPRs), for any loss to the department caused due to activation of any such malicious code in offered / developed software, hardware, equipment etc.

Yours faithfully,
Authorized Signatory & Seal
Designation





FORM – IX
COMPLETION/PERFORMANCE STATEMENT
(Must be enclosed with the “Pre-Qualification Bid”)

S. no	Financial Year	Name, address and Telephone no and fax no of the department to whom 5 KVA Portable Genrators with all accessories has been supplied / manufacturing / Trading .	Description of the sold 5 KVA Portable Genrators with all accessories Name of Make & Model	Quantity of sold 5 KVA Portable Genrators with all accessories	Purchase Order No. & Date issued by The departmen t	Value of contract / Purchase Order	If available Completion certificate /Performance certificate from customer . Date attached at Page No.
1.	2020-21						
2.	2021-22						
3.	2022-23						
4.	Or latest						

As of this date, the information furnished in all parts of this form is accurate and true to the best of my knowledge. I have no objection in getting this information verified by the the department in any covert or open manner, as the latter may deem fit.

Date: _____

Place: _____

Seal & Signed: _____

Name: _____

Designation: _____

For and on behalf of: _____

The bottom of the page contains four handwritten signatures or initials in black ink. From left to right, they appear to be: a signature that looks like 'V. S. S.', a signature that looks like 'Q. S.', a signature that looks like 'R. S.', and a signature that looks like '212'.

Form - X

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

(To be enclosed with PQ bid)

Force Majeure

1. Force Majeure means an event beyond the control of the supplier and not involving the suppliers fault of negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the the department either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, earthquake, fires, floods, explosions, epidemics/pendemic, quarantine restrictions, strikes, lockouts, and freight embargoes.
2. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.
3. If a Force Majeure situation arises, the supplier shall promptly notify the the department in writing of such condition and the cause thereof within 21 (Twenty one) days of occurrence of such event. Unless otherwise directed by the the department in writing, the supplier shall continue to perform its obligation under the contract as for as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. There may be a Force Majeure situation affecting the purchase organization only. In such situation the purchase organization is to take up with the supplier on similar lines as above for further necessary action.
5. Clause can be enforced only if the purchaser department accepts the case of non performance as beyond the control of supplier.

Place: _____

Date: _____

Signature_____

Name & Seal of the Tenderer (Supplier)



FORM – XI

Bill of Quantity (BOQ)

(Must be enclosed with the "Technical Bid")

S.No	NAME OF ITEMS & DESCRIPTION	QTY.
1	2	3
1	Supply of 5 KVA PORTABLE GENERATOR SET with All accessories	52

Date: _____

Place: _____

Seal & Signed: _____

Name: _____

In the capacity of: _____

For and on behalf of: _____



FORM – XII

Technical Compliance Statement

Detailed Compliance statement is to be provided by all Tenderer against each line item in Section-IV, Clause- 4.3

(Must be enclosed with the “Technical Bid”)

Detailed Compliance Statement is to be provided by all Tenderer against each line item in Section IV Failure to provide compliance will lead bid being summarily rejected.

Sr. N o.	Specification stated in Section IV	Detail of Items offered by Tenderer			
		Company and Brand Name	Make / Model	Specification	Deviation if any

Specifications included warranty, maintenance and service conditions specified for each item in details for each item at Clause-4.3. if would also include the commitment to provide spares for next 05 years after warranty period at agreed price.

(*Attach Manufacturer's brochures / pamphlets)

Date:- _____

Place:- _____

Seal & Signed:- _____

Name:- _____

Designation:- _____

For and on behalf of:- _____

