Odisha Police
Website: *police.odisha.gov.in*

Request for Proposal (RFP)

For

Supply of

Vehicle mounted purifier with water cooler Odisha Police

Bid Reference No. 23-RFP- **Vehicle mounted purifier** -2026-2027

Date: 17.10.2026
Tender Fee : {(Non-refundable Rs. 590/- {Rs.500/- + 18% GST (Rs. 90/-)}

A.I.G. of Police (Provisioning)
Tender Calling Authority
At/Po- Buxibazar, Kataka, PIN – 753001

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NOTICE INVITING BID

Odisha Police
Office of the D.G & I.G. of Police, Odisha, Kataka
Tel. :0671-2304001, Website *:police.odisha.gov.in ,*
Email :aig-prov.odpol@od.gov.in
RFP No. 23-RFP- **Vehicle mounted purifier** -2026-2027 **Date :17.10.2026**

Online Bids through e-Tender Portal https://tendersodisha.gov.in are invited from the eligible bidders for Supply of **Vehicle mounted purifier with water cooler** for Odisha Police, Odisha, Kataka, during the current financial year 2026-27 as per the schedule mentioned below.

Sl. No.	Name of Item	Approximate quantity
1.	**Vehicle mounted purifier with water cooler**	**01 Nos**

Events	**Date**
RFP Issue Date	**17.10.2026**
Date & Time of Pre Bid meeting Queries to be submit on Mail ID: aig-prov.odpol@od.gov.in	The Prospective bidders are request to submit their queries relating to the specifications of the tender item through mail id :**aig-prov.odpol@od.gov.in** by 23.10.2026 by 05:00 PM. The queries will not be considered after the stipulated time period. In this connection, a pre-bid technical committee will be held in virtual mode based on the request receive from bidder. The date and time for the meeting will be sent through mail.
RFP Submission Due Date and time	**09.11.2026**
Date & Time of Opening of Technical Bids	**10.11.2026**
Bid to RA enabled	Yes
Tender Document fee **{(Non-refundable Rs. 590/- {Rs.500/- + 18% GST (Rs. 90/-)}**	In favour of A.I.G. of Police (Prov.), Odisha, Kataka payable at Kataka. (Demand Draft)
EMD (Earnest Money Deposit) Rs: 60,000/- (sixty thousand rupees only)	In favour of A.I.G. of Police (Prov.), Odisha, Kataka payable at Kataka. (Demand Draft)

The bid document with all information relating to the bidding process including cost of bid document, Prequalification criteria and terms & conditions are available in the websites: https://tendersodisha.gov.inThe Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.

A.I.G. of Police(Provisioning,)
Odisha, Kataka.
(Tender Calling Authority)

SECTION - I
Instruction to Bidders

1.1 **The Odisha Police –Odisha Police** (Tender Inviting Authority) is a Govt. organization working under Home Department, Govt. of Odisha.

1.2 This 'Bid Document' contains the following:

Section I: Instruction to bidders

Section II: General Definitions and Scope of Contract.

Section III: Tender Schedule

Section IV: Specific Conditions of Contract

Section V: General Conditions of Contract

Section VI: Formats for bidder for Submission of Bid (Technical bid)

Section VII: Annexes [Formats for the successful bidder (Supplier) after finalization of bid]

1.1 The bid documents published by the Bid Inviting Officer (Procurement Officer Publisher) in the **e-procurement portal** https://tendersodisha.gov.inwill appear in the "**Latest Active Tender**". The Bidders/ Guest Users can download the Bid documents from **17.10.2026 and submit it online befor 09.11.2026 after** which the same will be removed from the list of "**Latest Active Tender**".

1.3 PARTICIPATION IN BID

1.3.1 **PORTAL REGISTRATION**:

The bidder intending to participate in the bid is required to **register in the e- procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after **verification** of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Certificate (for Procurement of

Goods) of the concerned bidder. The time period of validity in the portal is co terminus with validity of RC/ GST. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After **successful authentication**, bidder **can participate** in the **online bidding process.**

1.3.2 **LOGGING TO THE PORTAL**:

The Bidder is required to type his/her *Login ID* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the **Certificate Revocation List (CRL)** of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

1.3.3 **DOWNLOADING OF BID**:

The bidder can download the bid of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid before the closing date and time of submission.

1.3.4 **CLARIFICATION OF BID**:

The registered bidder can ask questions related to the online bid in the e-procurement portal **before the pre-bid meeting**. The Odisha Police Headquarter, At-Buxi Bazar, Kataka, (Email – aig-prov.odpol@od.gov.in) will clarify queries related to the bid. Through e-mail by the e-mail ID: aig-prov.odpol@od.gov.in and Contact No. 0671-2339517**or State e-Procurement cell help desk 1800-3456765, 0674-2530998 for assistance in this regard.**

1.3.5 PREPARATION OF BID

The detail guideline for preparation of bid is mentioned at General condition of Contract- Section II

1.3.6 PAYMENT OF COST OF BID DOCUMENTS:

The detail guideline for payment of Cost of Bid Document is mentioned at General Condition of contract-Section II

1.3.7 SUBMISSION AND SIGNING OF BID

The detail guideline for submission of & signing of bid is mentioned

at General Condition of Contract-Section II

1.3.8 TIMELINE FOR DELIVERY OF GOODS/SERVICES AND PAYMENTS

As mentioned in the RFP. Successful bidders will be provided with an online tracking facility for knowing goods/services delivery status at consignee locations.

Note: (Uploading of files for submission of bid)

For management of space the bidders can serially arrange their scanned documents as per Format T1 (all pages should be signed by authorized signatory with seal and then to be scanned) and create two equalized PDF files and upload them to avoid any space constraint.

*The **BOQ** file (Excel file) is to be uploaded in the **price bid**.*

SECTION – II

General Definitions & Scope of Contract

2.1 General Definitions

2.1.1 *Department* means Odisha Police under Home Department, Government of Odisha.

2.1.2 *Government* means Government of Odisha.

2.1.3 *Bid / Tender Inviting Authority* is the Odisha Police or authorized person of Odisha Police (A.I.G. of Police (Provisioning), Odisha, Kataka, who on behalf of the User Institution/Government or the funding agencies calls and finalize bids and ensure supply, installation and after sales service of the equipment's procured under this bid document.

2.1.4 *Tender Evaluation Committee & Technical Committee* are Committees authorized by the D.G. & I.G. of Police, Odisha, Kataka to decide on the purchase of the items to be procured by the Odisha Police.

2.1.5 *User Institutions* are the Odisha Police under Home Department, Govt. of Odisha for which the items under this bid is procured.

2.1.6 *De-recognition/ Debarment* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of3 years from participating in the future bids of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

2.2 Scope

2.2.1 The bids are invited for the supply of the items, the details of which are mentioned in the RFP, needed for Odisha Police.

2.2.2 The bidders cannot withdraw their bid after opening of technical bid, within the minimum bid validity period of 365 days & also after accepting the Letter of Intent.

2.2.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of the agreement will lead to invoking of penal provisions and may also lead to de-recognition/debarment.

SECTION – III
Tender Schedule

Bid Details:

1.	*Bid Reference No.*	**RFP No. 23-RFP- Vehicle mounted purifier -2026-2027** **Date : 17.10.2026**
2.	*Cost of Bid Document (in shape of online payment from any nationalized/ scheduled bank in India in favour of A.I.G. of Police (Provisioning), Odisha, Kataka.*	{(**Non-refundable Rs. 590/- {Rs.500/- + 18% GST (Rs. 90/-)}**
3.	*Validity of bid*	*365 days from the date of technical bid opening or till next tender floated whichever is earlier.*
4.	*Earnest Money Deposit (EMD)*	Rs: 60,000/- (sixty thousand rupees only)
5.	*Performance Security*	*5 % of the Total contract value with respect to the Approx. quantity mentioned in Schedule IV excluding taxes (for successful bidders)*
6.	*Validity of Performance Security*	*The performance security (in case of Bank Guarantee) shall remain valid for a period of minimum **(38) thirty-eight months** from the date of supply of items.*

SECTION – IV

Special Conditions of Contract Time Limits Prescribed

Sl. No	Activity	Time limit
1.	*Delivery period*	**30 (Thirty) days** from date of issue of Supply/Purchase Order.
2.	*Submission of Performance Security.*	**15 days** from the date of issue of Letter of Intent/Award.
3.	*Time for making payments by Tender Inviting Authority*	*The payment will be completed after successful inspection and acceptance of stores by the competent authority.*

4.1 Pre-qualification of Bidders:

4.1.1 Bidder shall only be an Original Equipment Manufacturer (OEM) or their authorized agent of the OEM having running business in the tendered item with a good business record.

a) The bidder in proof of he being an OEM / Authorized Agent shall submit authenticated documentary evidence in this regard (refer-Format T 9). The proof submitted earlier in some other context shall not be treated as valid and sufficient.

b) The Applicant (or the Parent company, if applicable) shall be the product/ platform/ solution owner having running business in the tendered item with good business track record. The evidence for the same is a notarized affidavit filed with a licensed notary in the country of operation.

c) The Bidder shall submit a MAF certificate in the prescribed format as per FORMAT T9

d) The bidder should have an average annual turnover of at least **Rs. 30,00,000** and OEM should have an average annual turnover of at least **Rs. 60,00,000** during the preceding three financial years. Copies of audited annual accounts or a certificate from Chartered Accountant should be uploaded **with valid UDIN**.

Note: Valid certificate means the certificates should be valid on the date of opening of technical bid.

4.1.2 Bidder(manufacturer/importer) shall have minimum turn over as per **Format T6** in each of the year for **last 3 (three) financial years** in India.

Last **3 (three) financial years** means either during *2022-23, 2023-24 and 2024-25*.

The proof of turnover is to be furnished in **Format T6** certified by the Chartered accountant along with a valid UDIN# & supported by audited annual statements/ annual report with the turnover figures highlighted there. **(Provisional statement of account shall not be considered).**

(Tender Evaluation Committee reserves the right to verify and validate the UDIN# on the CA certificate at their discretion)

4.1.3 The bidder must be registered under **GST registration certificate**.

4.1.4 Submission of fake or forged documents / Submission of incorrect information / Suppression of vital information & facts will attract de- recognition / debarment/ Banned / blacklisting and can't participate in the tender process.

Any Bidder/manufacturing unit which has been de-recognized/debarred/banned/blacklisted by Odisha Police for any reasons can't participate in the tender during the period of de-recognition/ debarment/banned.

(b) Any bidder who has been convicted by a competent court of law can't participate in the tender process.

4.1.5 The bidder must submit the Bid document cost as mentioned in Section-III.

4.1.6 The bidder must submit a declaration form as per **FormatT5.**

4.1.7 The bidder has to furnish the declaration regarding Bid Security as per Format T3.

SECTION – V
General Conditions of Contract

5.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I: Instruction to Bidders

Section II: General Definition & Scope of

Contract. Section III: Tender Schedule

Section IV: Special Conditions of Contract

Section V: General Conditions of Contract

Section VI: Formats for bidder for Submission of Bid (Technical Bid)

Section VII: Annexes [Formats for the successful bidder (Supplier) after finalization of bid]

5.2 Bid Document:

5.2.1 The detailed technical specifications and terms and conditions governing the supply and quality-related matters are in the "Bid Document".

5.2.2 The bid document shall be made available on the **https://tendersodisha.gov.in**for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) and non-submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

5.2.3 The documents shall be submitted online through the e-Tender portalhttps://**tendersodisha.gov.in**Bidders have to enroll themselves in the e-procurement portal and a digital signature certificate is required.

5.2.4 The **general guidelines** on the **e-Tender** process is as mentioned below:

5.2.4.1 Bidders should have a Class II or III Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Controller of certifying agency (CCA). Once, the DSC is obtained, bidders have to **register** in the **e-procurement portal https://tendersodisha.gov.in**for participating in this bid. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

5.2.4.2 Bidders may contact State e-Procurement cell help desk 1800- 3456765, 0674-2530998 for assistance in this regard.

5.2.4.3 The e-Tender process comprises the stages viz. downloading the bid document,

pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.

5.2.4.4 **Payment of Bid Document Cost**:

The **details of payment of document cost** is mentioned in the RFP.

5.2.4.5 The details of documents (in PDF format) for online submission of technical bid is mentioned in the RFP.

5.2.4.6 The blank price bid format should be downloaded and saved on bidder's computer without changing the file name (otherwise price bid will not get uploaded). The bidder should fill in the details in the same file and upload the same back on the website.

5.2.4.7 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. However statutory taxes & duties will be paid as per prevailing rates. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

5.3 Responsibility of Verification of Contents of Bid Document:

5.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned in the 'Bid Document'.

5.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

5.4 Guidelines for Preparation of Bid

5.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and Odisha Police, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, and regardless of the conduct or outcome of the bidding process. The **documents to be submitted** online is mentioned in the bid document.

5.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, shall be signed by the authorized person(s) along with the stamp of the bidder.

5.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant

passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5.4.4 The bid (in English Language only) for the supply of items mentioned in the RFP shall be submitted along with detailed specifications.

5.4.5 The documentary evidence regarding past performance shall be submitted along with the Bid shall be produced duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person (s) signing the offer.

5.4.6 Bidder shall submit a **declaration letter** as per Format T5 signed by the bidder or the authorized representative and shall enclose it as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.

5.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

5.4.8 Clarifications to specific requests shall be responded and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority e-procurement portal Tender Odisha **https://tendersodisha.gov.in**. However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

5.4.9 Any clarification on the e-Tender procedure shall be obtained from Odisha Police.

5.5 Payment for e-Tenders (Bid document Cost)

5.5.1 The bidder has to submit the bid document cost as mentioned in Section–III and non-submission of Bid Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

5.5.2 Allbiddersshallpaybiddocumentcostaspertheinstructionsprovidedinclause

5.5.3 Bidders are **liable to pay bid document cost**.

5.6 Deadline for Submission of Bid

5.6.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission.

5.6.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case all rights and obligations of the Tender Inviting Authority and the bidders shall remain unaffected.

5.7 Modification and Withdrawal of Bids

5.7.1 The bidder can modify or withdraw bids submitted online before the last date &time of online submission.

5.8 Period of Validity of Bid

5.8.1 The bid must remain valid for minimum 365 days (one year) from the date of opening of technical bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

5.8.2 The bidder can't withdraw their bid within the bid validity period.

5.8.3 Withdrawal or non-compliance of bid terms and conditions after the issuance of Supply Order will lead to de-recognition/ debarment of the successful bidder.

5.9 Rejection/Cancellation of Bids:

5.9.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria.

5.9.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfill the terms & conditions of the bid document including technical specification, factory inspection, furnish of relevant document as per the satisfaction of Tender Inviting Authority.

5.9.3 Any pre-condition by the bidder contradicting to the tender terms & conditions or non-compliance to product specification.

5.9.4 The Tender Inviting Authority reserves the right to cancel the tender for all items or for any one or more of the items tendered without assigning any reasons thereof.

5.10 Notices

5.10.1 The Tender Inviting Authority shall publish the following information on its website or e-Tender portal at the appropriate time as part of ensuring transparency in the bid process;

5.10.1.1 The bid notices, documents, corrigendum, addendum etc. if any.

5.10.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting

5.10.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.

5.10.1.4 List of bidders qualified and reasons for rejection of unqualified bidders.

5.10.1.5 Final List of technically qualified bidders.

5.10.1.6 Summary of Online price bid opening.

5.10.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

5.10.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

5.11 Other Terms and Conditions

5.11.1 Specifications and Standards: - The Goods & Services to be provided by the successful bidder under this contract shall conform to the specifications and quality control parameters mentioned in the RFP.

5.11.2 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST and Customs Duties etc.

5.11.3 In the event if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

5.12 Submission of Queries

5.14.1 Submission of queries regarding tender terms & condition must be reach by E-Mail id aig-prov.odpol@od.gov.in The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document on the basis of feedback obtained with a view to obtain maximum number of competitive bids.

5.13 Amendment of Bid Documents:

5.13.1 At any time prior to the deadline for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal and Odisha Police website.

5.13.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are advised to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day-to-day basis before submission of bid.

5.14 Submission of Bid

5.14.1 The bids are to be submitted **on-line** in two parts in the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

5.14.2 PART-I as TECHNICAL BID shall be submitted **on-line only** in the e-Tender portal with all the required documents as mentioned in **the RFP**

5.14.3 **PART II as PRICE BID** (in the required Format) shall be submitted **online only**. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender portal and the bidders shall quote the prices in the respective fields before uploading it. All **white** areas of BOQ file shall be filled by the bidder. The **grey areas** of BOQ shall not be modified/ edited by the bidder. The Price bids submitted in **any other formats** will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

5.14.4 The bidder should **check** the **system generated confirmation statement** on the status of the submission.

5.14.5 SIGNING OF BID

The bidder shall sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false /fabricated/ bogus, the EMD shall stand forfeited & his/her name shall be recommended for blocking of portal registration and the bidder is liable to be de-recognition/debarment.

5.14.6 SECURITY OF BIDSUBMISSION:

5.14.6.1 All bids uploaded by the bidder to the e-procurement portal will be encrypted.

5.14.6.2 The encrypted bid can only be decrypted / opened by the authorized openers on or after the due date and time.

5.14.7 RESUBMISSION AND WITHDRAWAL OFBIDS:

5.14.7.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

5.14.7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

5.14.7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

5.14.7.4 The Bidder can withdraw it's bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

5.14.7.5 The bidder should avoid submission of bid at the last moment to avoid inconvenience.

5.14.7.6 The details of the documents to be uploaded **online** are mentioned in **Clause**

5.15 List of Documents in Bid Submission

The list of documents (**Scanned documents** to be **uploaded online** in P**DF format**) as a part of Technical Bid (PART I) is as mentioned below:

5.15.1 Bid Document cost [(Scanned copy of the instrument in PDF)]

5.15.2 Format – T1 (Check List)

5.15.3 Format – T2 (Details of Items quoted)

5.15.4 Format – T3 (Bid Security Declaration)

5.15.5 Format – T4 (Details of Bidder)

5.15.6 Format – T5 (Declaration Form)

5.15.7 Format – T6 (Annual Turnover Statement by Chartered Accountant)

5.15.8 Copies of the annual audited statement/ Annual Report for *2022-23, 2023-24 and 2024-25* (Provisional statement of account shall not be considered).

5.15.9 Format–T7 (**Performance Statement** during the last three Years)

5.15.10 Format – T8 (Land Border sharing certificate)

5.15.11 Format-T9 (Manufacturer's Authorization Form)

5.15.12 Copy of ISO/BIS Certificate (if any)

5.15.13 Copy of the GST registration certificate

5.15.14 Copy of PAN

5.15.15 Copy of IT Returns of the financial years during for *2022-23, 2023-24 and 2024-25*.

Note: No price information to be furnished in the technical bid.

5.16 Opening of Technical Bid

5.16.1 The technical bid opening is **online**. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after the technical bid evaluation and those who qualify in the technical bid evaluation shall be informed in advance through online notice.

5.16.2 The **on-line opening** of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid

schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative may not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

5.16.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.

5.16.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.

5.16.5 The bidder shall be **responsible** for **properly uploading** the relevant documents (in the format specified) in the **e-Tender portal** in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line bid.

5.16.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid, Technical Evaluation and sample verification of the item(s) offered.

5.17 Evaluation of Bid

5.17.1 The Evaluation will be done by Tender Evaluation Committee.

5.17.1.1 The documents submitted as part of the technical bids shall be scrutinized by a Tender Evaluation Committee duly appointed.

5.17.1.2 The Tender Evaluation Committee may also verify the veracity of claims in respect of the known performance of the item(s) offered, the experience and reputation of bidder in the field, the financial solvency etc.

5.17.1.3 The decisions of the Tender Evaluation Committee on whether the bidders are responsive or non-responsive or requiring clarifications will be published.

5.17.1.4 The details of price bid evaluation is mentioned at Clause No.5.21

5.18 Sample Verification of the item(s):

5.18.1 The Tender Inviting Authority's contractual right to inspect, test and, if necessary, shall reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during

sample / software verification as mentioned above.

5.19 Price Bids Opening :-

5.19.1 The price bid of the technically qualified bidders shall be opened online by the Tender Inviting Authority or his authorized representative.

5.19.2 Price Offered shall be in **Indian Rupees**. All the rates and amounts shall be quoted in Indian Rupees (IR) and shall be presumed to be in Indian Rupees unless specifically permitted to be quoted otherwise in this tender document. However an OEM located outside the country may quote its price in the Currency of the country to which he belongs but the same shall be converted to INR at the exchange rate prevailing on the date of opening of Tender and the same will be binding on both parties

5.19.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.

5.19.4 There shall also be no hidden costs.

5.19.4.1 Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:

5.19.4.2 Applicable GST shall be quoted in the specified column in numeric values (If the field is left blank, value will be taken as zero) in the BOQ/Price Bid format.

5.19.4.3 The bidders shall offer the price which shall be inclusive of all the accessories (if any) mentioned in the RFP.

5.19.4.4 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.

5.19.4.5 No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him (Except any change made by the NPPA/Govt.). Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

5.20 Price Bid Evaluation

5.20.1 The quoted rate should include excise / customs duty, transportation, insurance, packing & forwarding or any other incidental charges for door delivery at the warehouses & GST. The price bid evaluation of an item will be

made by comparison of basic quoted prices of each bidder excluding GST. The lowest eligible bidder i.e. (L1) bidder will be the bidder who has quoted the lowest basic price in BOQ, out of the rest bidders for that item.

5.20.2 In case of any discrepancy in quoted GST percentage in BOQ by different bidders for a similar item(s). Then price bid evaluation for that item will be finalized after getting clarification from bidders as well as from tax department.

5.20.3 The Bidders shall be asked to participate in the Reverse Auction process to further improve the competition.

5.20.4 The Quoted Price or the Price discovered through the Reverse Auction process of all successful Qualifying bidders shall be evaluated and consequently the Least Cost shall be termed as L1 bid and shall be awarded the LoA/LoI.

5.22 Award of Contract

5.22.1 The contract is awarded by the competent authority on the basis of LCS (L1) mode of evaluation. Reverse Auction shall be conducted as the discretion of the Odisha Police Department.

5.22.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease substantially the quantity of goods (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

5.23 Notification of Award/Letter of Intent (LOI)

5.23.1 Within the bid validity period, the Tender Inviting Authority will notify the list of successful bidder (s) in tender portal or website of Odisha Police before issuing the Letter of Intent (LOI).

5.23.2 The successful bidder(s), upon receipt of the LOI, shall deposit the prescribed performance security within **15 (Fifteen)**days.

5.23.3 The Notification of Award shall constitute the formation of the Contract.

5.24 Signing of Contract

5.24.1 The successful bidder shall execute an agreement in a format which will be provided to the successful bidder along with the LOI to ensure satisfactory supply and after sales support.

5.24.2 The successful bidder shall submit the bank guarantee in the format as per Annexure in Section VII.

5.24.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

5.24.4 Assignment: -The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

5.24.5 Sub Contracts: - The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

5.24.6 Modification of contract: - If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

5.24.6.1 Incidental services to be provided by the successful bidder.

5.24.6.2 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

5.24.7 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

5.24.8 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority, the successful bidder shall convey its views to the Tender Inviting Authority within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority amendment / modification of terms of the contract.

5.25 Performance Security

5.25.1 Performance Security for an amount equal to 5% of LOI/LOA supply order value excluding Taxes shall be paid upfront within **15 days** of issue of LOI/ supply order in form of Irrevocable Bank Guarantee from any Nationalized / Scheduled Bank in favour of the A.I.G. of Police (Provisioning), Odisha, Kataka in the format as given in Annexure I with validity for a period **of 38 months** from the date of execution of the agreement

5.25.2 For subsequent order (s)/ emergency situations, the successful supplier shall deposit performance security for an amount equal to 5% of P.O. value excluding Taxes within 15 days of issue of purchase order in shape of Irrevocable Bank Guarantee from any Nationalised / Scheduled Bank in favour of the Odisha Police valid for a period of **38 months** from the date of execution of the agreement.

5.25.3 Upon receipt of performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

5.25.4 Failure of the successful bidder in providing performance security mentioned in Section III.

5.25.5 The Performance security shall be denominated in Indian Rupees as detailed below:

5.25.5.1 It shall be in only be in the forms Bank Guarantee issued by a Scheduled/Nationalized bank in India, in the prescribed form (Annexure I in section 7) as provided in this document endorsed in favor of the Tender Inviting Authority.

5.25.5.2 In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited.

5.25.1 In the event of any amendment issued, the successful bidder shall, within (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.25.2 Tender Inviting Authority will release the Performance Security without any interest to the successful bidder on completion of warranty period from the date of execution of the agreement.

5.26 Supply Conditions

5.26.1 The tender inviting authority may place the purchase order in a phased manner during the rate contract period wherever applicable. The Purchase orders will be issued through E- mail followed by Speed Post/Courier.

5.26.2 (a) The successful bidder shall have to supply the item(s) within the **stipulated period (30days)**, at the warehouses/ Supply points as mentioned in the RFP.

5.26.3 In case the supplied item(s) not delivered within the stipulated delivery period, the Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions.

5.26.4 The successful bidder(s) will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all incidental charges till it reaches at consignee point. It shall be ensured by the supplier that the item(s) delivered at the destination(s) in working and good condition as per Bid Document.

5.27 Payment

5.27.1 No advance payments towards the cost of items will be made to the bidder.

5.27.2 Payments shall be made after successful inspection of the items and acceptance by the competent authority.

5.27.3 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall be mentioned in it.

5.27.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful supplier at rates as notified from time to time.

5.28 Intellectual Property Rights(IPR)

5.28.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

5.28.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

5.28.3 The Successful bidder/its Indian Agent shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services.

5.29 Corrupt or Fraudulent Practices

5.29.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting

Authority defines, for the purposes of this provision, the terms set forth below as follows:

5.29.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

5.29.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

5.29.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

5.29.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

5.30 Force Majeure

5.30.1 For purposes of this clause, Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).

5.30.2 An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs (**within 7 days**) and it cannot be claimed ex-post facto.

5.30.3 There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any

reason of FM for a period exceeding **60 (Sixty)** days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

5.31 Resolution of Disputes

5.31.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

5.32 Applicable Law & Jurisdiction of Courts

5.32.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

5.32.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in **Kataka** / High Court of Orissa.

5.33 General/ Miscellaneous Clauses

5.33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

5.33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

5.33.3 The Successful bidder shall notify the Tender Inviting Authority of any material change that would impact on the performance of its obligations under this Contract.

5.33.4 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

5.33.5 All claims regarding indemnity shall survive the termination or expiry of the contract.

5.34 Penalties for Non-performance

5.34.1 The penalties to be imposed at any stage under this bid are;

5.34.1.1 Imposition of liquidated damages,

5.34.1.2 Forfeiture of performance security

5.34.1.3 Cancelation of Purchase Order and termination of the contract

5.34.1.4 De-recognition/ debarment of the bidder/supplier

5.34.2 Failure to produce the requisite certificates after claiming to possess suchcertificatesorconcealmentormisrepresentationoffactswillnotonlyleadtorejection of bids in the first round itself and/or may lead to forfeiture of performance security as well as result in de-recognition/ debarment of the bidder.

5.34.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture of Performance Security or leading to de-recognition/debarment.

5.34.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:

5.34.5 **Liquidated Damages**:- will be charged for delayed supply as follows–

a) The supplier has to supply the indent within the time specified in the supply order. Failure to supply the indent in full within the stipulated period as mentioned in the supply order may lead to forfeiture of Performance Security and blacklisting of the suppliers. If at all the delivery is allowed to be accepted after the due date, Liquidated Damages (LD) @ 0.5% of the total amount of order (excluding taxes) per week or part thereof shall be charged, however, that the L.D. shall not exceed 5% of the amount of order.

5.34.6 The decision to impose penalties and finally to **de-recognition/debarment** the defaulting firm will be final and shall be binding on all bidders participating in the bid.

5.35 De-recognition/Debarment

5.35.1 Odisha Police shall **de-recognize/ debar** the defaulting supplier for any item for a period up-to **3(three) years** from the date of issue of De-recognition/Debarment order on the following grounds:

(i) For non-performance of contract provisions, non-supply / part-supply **(To be decided by the Tender Inviting authority)** as per purchase order during the validity of the rate contract period.

(ii) Any material breach of contract, including delay or failure in supply, supply of sub-standard/non-conforming items. Violation of specifications, warranty or statutory obligations, adversely affecting Odisha Police interests.

(iii) Any unethical, fraudulent or prejudicial conduct, including submission of false documents, corrupt or collusive practices, warranting de-recognition in public interest.

(iv) Any fraudulent practice, misrepresentation, submission of false or fabricated documents /information, or non-performance/breach of any contractual obligation by the bidder/firm shall render the bidder/firm liable for appropriate contractual action, including forfeiture of security / performance guarantee, imposition of penalty/liquidated damages, termination of contract, and debarment/blacklisting, as applicable, in accordance with the terms and conditions of the RFP/contract and the applicable rules.

5.35.2 If 3 (three) or more items supplied by the supplier are declared as de-recognized/debarred on quality grounds, then the firm itself will be de-recognized/debarred by Odisha Police.

5.35.3 The bidder can be de-recognized/debarred by Odisha Police up-to a period of 3 years in case it is found at the time of evaluation/verification/inspection/at any point of time till the end of contract period, that the bidder has furnished forged documents/false information along with the bid.

5.35.4 The de-recognition/debarment provisions will apply without prejudice to other penal provisions as per the tender terms &conditions.

5.35.5 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided appropriate.

5.36 Termination of Contract

5.36.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.

5.36.2 In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

5.36.3 Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.

5.36.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to

further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.

5.36.5 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority.The notice shall also indicate inter-alia, the extent to which the successful bidder's performance under the contract is terminated, and the effective date of such termination.

5.37 Amendment of RFP :

- At any time prior to the deadline for submission of Bids, Odisha Police may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the RFP and shall be www.tendersodisha.gov.in , Odisha Police will assume no responsibility for receipt of the Addendum or Corrigendum.

- To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, Odisha Police may, at its own discretion, extend the Bid Due Date.

5.38 Proprietary Data

All documents and other information supplied by Odisha Police or submitted by a Bidder to Odisha Police shall remain or become the property of Odisha Police. Bidder(s) are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. Odisha Police shall not return any Bid, or any information provided therewith.

5.39 Confidentially

Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Odisha Police in relation to or matters arising out of or concerning the Bidding Process. Odisha Police will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Odisha Police may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Odisha Police.

5.40 Service Level Agreement (SLA)

- The Bidder should meet the following SLAs during the warranty period; however, a separate SLA agreement will be executed with a successful Bidder when the project is awarded and accepted.
- The SLA is designed for rapid response to mission critical service, hardware, DC and software application emergency. The time between the initial request for service and the time a technical person respond to the request should not exceed 1 hour. The Resolution for permanent solution to an emergency should be within 4 hours.
- In case of complete system breakdown, the **response** time should be less than 30 min. and resolution should be less than 1 hour.
- The Service level agreement would be valid for the complete period of contract. This SLA may be reviewed and revised according to the procedure detailed in SLA Change Control Mechanism.

5.41 Resolution of Disputes

If dispute or difference of any kind shall arise between the Tender Inviting Authorityandthesuccessfulbidderinconnectionwithorrelatingtothecontract, the parties shall make every effort to resolve the same amicably by mutual consultations.

5.42 Arbitration, Applicable Law & Jurisdiction of Courts

- Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by Odisha Police.
- If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Odisha Police. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the

contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

- The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Bhubaneswar and language will be English. Fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications or re- enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- Subject to above, the Courts in Bhubaneswar alone shall have jurisdiction in this matter.
- The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High Court of Orissa.

5.43 General/ Miscellaneous Clauses

- Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- The Successful bidder shall notify the Tender Inviting Authority of any material change that would impact on the performance of its obligations under this Contract.
- The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or

injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

- All claims regarding indemnity shall survive the termination or expiry of the contract.

5.44 Fall Clause

The prices charged for the supplies under the contract by the successful bidder shall in no event exceed the lowest price at which the successful bidder sells the items/NPPA price of identical description elsewhere in the country during the period of contract. If at any time, during the contract, the bidder reduces the price chargeable under the contract, he shall forthwith notify such reduction to the Tender Inviting Authority and the price payable under the contract of the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

ANNEXURE-A
Tender Call Notice No.
Tender Document No. II

OTHER CONDITIONS OF THE CONTRACT

1. All the clarifications sought from the bidders/ suppliers on technical specifications of the products or otherwise shall be promptly submitted in a transparent and unambiguous manner.

2. All the disputes shall be subjected to the jurisdiction of Civil Courts situated at Bhubaneswar/Kataka.

3. Any objection / suggestion / complaint by any bidder with regard to tender shall be intimated in writing to the tender calling authority. The Chairman / Members of the Technical / Purchase Committee would not entertain any correspondence / discussion in the above matter.
4. The firm may be blacklisted on the following grounds.
   (a) Misbehavior/threatening of departmental and supervisory officers during execution of work/tendering process.
   (b) Involvement in any sort of tender fixing.
   (c) Constant non-achievement of milestone on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
   (d) Persistent and intentional violation of important conditions of contract.
   (e) Security consideration of the State I.e., any action that jeopardizes the security of the State.
   (f) Submission of false/ fabricated/ forged documents for consideration of a tender.
5. Restriction on public procurement for bidders of certain countries:-

   I) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

   II) "Bidder" (Including the term 'tenderer', 'consultant' or 'service provider' in certain contest) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

   III) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
   a. An entity incorporated, established or registered in such a country ; or
   b. A subsidiary of an entity incorporated, established or registered in such a country ; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or

d. An entity whose beneficial owner is situated in such a country ; or
e. An Indian (or other) agent of such an entity ; or
f. A natural person who is a citizen of such a country ; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV) The beneficial owner for the purpose of (iii) (d) above will be as under:

1. In case of a Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
b. " Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders arrangements or voting arrangements;
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting along or together, or through one or more judicial person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under(1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Bidder to submit certificate in prescribed format Annexed with Bid document as Annexure- T 8.

Seal & Signature of the bidder.
A.I.G. of Police (Provisioning)
Odisha, Kataka.
(Tender Calling Authority)

OTHER CONDITIONS OF THE CONTRACT
Tender Call Notice No.

1. The supplies shall be delivered to the authorities at the place indicated below.

Sl. No	Name of the Authority & his address	Quantity
1	AIG of Police (Provisioning), Headquarter Odisha police, Kataka	As per Supply order

2. The working of the equipment shall be demonstrated successfully and expenses incurred on demonstration shall be borne by the supplier.

3. The supplier shall organize training to acquaint the employees of the Organization regarding operation of the equipment at their own cost.

4. All the supplies made shall be subject to a minimum period of warranty up to a period of as per Specification.

5. The supplier shall repair or replace at his cost any component of the supplies that may go out of order during the warranty period. The repair and replacement shall as far as possible be carried out within the premises, where the equipment has been installed. If, however, it is necessary to take the equipment to the workshop of the supplier, it must be repaired and re-installed successfully in its premises within 48 hours counted from the time service call is placed. Failing so, replacement equipment in working condition shall be supplied till return of the equipment.

6. SLA and Penalties

1. Delay in delivery of the equipment for first 15 days after the designated delivery date, a penalty of Rs. 1000/- per day shall be applicable, the next 15 days shall attract a penalty of Rs**. 2500/-** per day. If the delivery is not completed even after 30 days, the contract shall be terminated along with Debarment/Blacklisting of the Bidder.
2. If there is a repair/downtime in the usage of the product, the service team shall handle the repair/defect and rectify it within 6 hours. The penalty of delay in repairing the device shall be Rs. 1000/- per day until the product is repaired.
3. SAMPLE / DEMONSTRATION/POWERPOINT PRESENTATION:
4. With regards to the following item, the firms need not submit sample along with their bid / offer but they shall demonstrate the quoted model for inspection / consideration by the Technical Committee during its meeting.
5. Whoever does not give demonstration as per our above directions, their Tender shall be rejected.
6. If an equipment or supply goes out of order within the warranty period and the supplier is informed about it, it must be attended to within 48 hours counted from the time service call is placed.

7. Other conditions :-

a. The bidders are requested to submit EMD / e-BG as per bid requirement in term of electronics Bank Guarantee quoting Unique Identification Number (UIN) " NCOGD2383P " with NeSL while applying eBG from the ir respective Banks.

b. This bid is governed by OGFR-2023 and GFR regulations. Bidders will liable for punitive measures, including potential debarment, outlined in OGFR and GFR for any violations or failure to comply with GFR / OGF R a s well as bid terms and conditions.

c. "Provisions of 'Public Procurement (Preference to Make in India), Order 2017', as amended from time to time, shall be followed in case eligible foreign bidders participate in the bidding process".

d. The condition of prior turnover and prior experience may be relaxed/waived for local MSEs / Start-ups subject to meeting of quality & technical specifications.

e. In exceptional circumstances, the procuring authority may award the contract in excess up to 10 % of quantity mentioned in the bid document at his level. The procuring authority shall obtain approval of next higher authority and record reasons of such variations in writing, in case where the quantity to be pro cured exceeds ten percent, but does not exceed fifty percent, of the quantity as mentioned in the bid document.

f. DEFINITION OF MSEs AND STARTUPS FOR THIS BID: For the Procurement of the item; Micro & Small Enterprise (MSE) means an Industrial Unit or Enterprise as defined in Odisha MSME Development Policy,2022 and as amended from time to time. Similarly, A Start-up means an Enterprise as defined under the Odisha S tart-up Policy, 2016, and as amended from time to time.

g. Prior turnover and prior experience may be relaxed/waived for local MSEs / Start-ups subject to meeting of quality & technical specifications and making suitable provisions in the bidding document.

h. Micro and Small Enterprises (MSEs) and start-ups are allowed concessional payment of performance security @ 25% of performance security prescribed for normal bidders.

i. Purchase preference, Price Preference and other relaxations to MSEs/Start-ups at the time of public procurement shall be guided by notifications/guidelines as issued by MSME Department from time to time.

j. During the warranty period, the supplier shall repair or rectify any defective goods, or replace them with defect-free goods, at no additional cost. All repaired or replaced items shall be delivered to the buyer's p remises free of charge.

k. The bidder shall submit the Income Tax Return (ITR) for any one of the last three assessment years.

l. The bidder must submit the Manufacturer's Authorization Form (MAF) as per format T9 failing this, the bidder will be liable for disqualification.

m. Conditions/clause which are not available in the RFP will be governed by rules of OGRF-2023 & amendment from time to time.

n. EMD exemption would be allowed to MSME/start up only as per provision laid down in OGFR-2023.

o. Average Annual Financial Turn over Certificate authenticated by a Charted Accountant must have valid UDIN No of CA concerned.

SECTION – VI

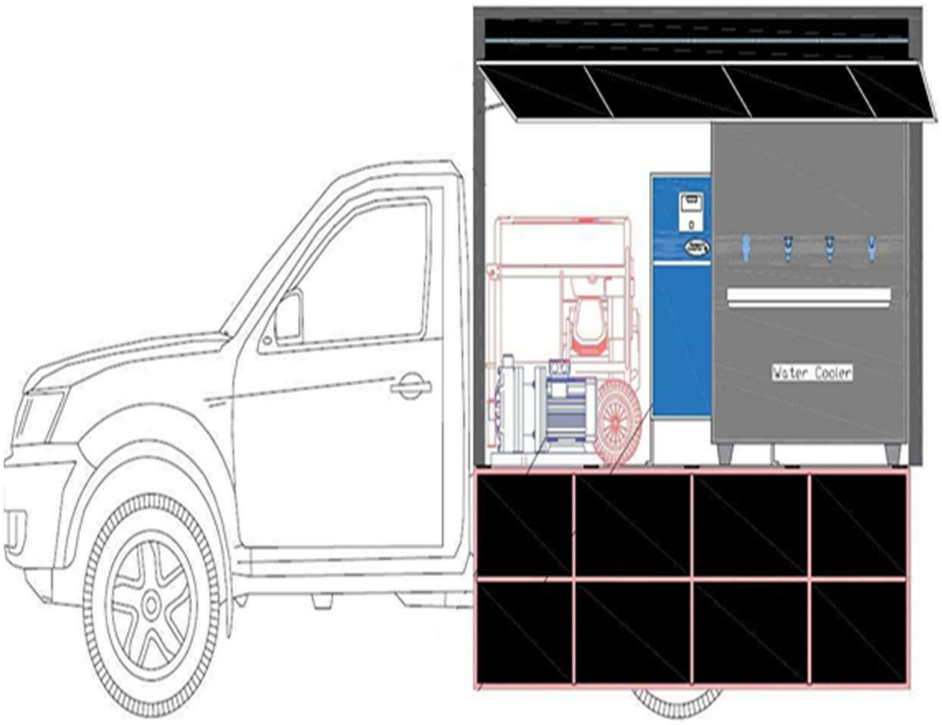
1. SCOPE OF WORK FOR SUPPLY OF GOODS TECHNICAL SPECIFICATIONS FOR VEHICLE MOUNTED PURIFIER WITH WATER COOLER -

Sl. No.	Technical Specification	Parameters.
Specification of the vehicle		
01	Fuel Type	Diesel
02	Diesel Fuel Tank Capacity	45 Litres
03.	Diesel Highway Mileage	15 kmpl
04.	Emission Norm Compliance	BS VI 2.0
05.	Displacement	2956 cc
06.	Max Power	85bhp@3000rpm
07.	Max Torque	250Nm@1000-2000rpm
08.	No. of Cylinders	4
09.	Valves Per Cylinder	4
10.	Transmission Type	Manual
11.	Gearbox	5 Speed
12.	Drive Type	RWD
13.	Steering Type	Power
14.	Front Brake Type	Disc
15.	Rear Brake Type	Drum
16.	Length	5350 mm
17.	Width	1860 mm
18.	Height	1810 mm
19.	Seating Capacity	2
20.	Ground Clearance (Laden)	210 mm
21.	Ground Clearance Unladen	210 mm
22.	Wheel Base	3150 mm
23.	Front Tread	1443 mm
24.	Kerb Weight	1850 kg
25.	Gross Weight	3350 kg
26.	No. of Doors	2
Specification of the RO purifier –		
27.	Purification flow rate	250 LPH.
28.	Recovery of pure water	Up to 70%
29.	Rejection of salts (TDS)	Up to 95%
30.	Max inlet water (TDS)	1500 ppm.
31.	Cartridge	20” Nova Cartridge X 1.
32.	Post RO purification	ESS
33.	Digital monitor indications	TDS, Cartridge Life, Power ON, No Water And Change Cartridge.
34.	Dimension (LXWXH) mm	900X600X1450
35.	Unit Weight	100 Kg.
36.	Maximum output	1500 Liters/Day.

37.	Type of Product Construction	Concealed.
Specification of the water cooler –		
38.	Storage Capacity	400 L
39.	Chiller Tank	Stainless Steel Tank (SS 304)
40.	DIP Tray	Stainless Steel (SS 304)
41.	No. of Faucet - Cold	3
42.	No. of Faucet - Normal	1
43.	Condenser Tubing	Grooved copper with Aluminum Blue fin
44.	Compressor/Refrigerant	Reciprocating /R – 134a
45.	ISI Certified	Yes
Specification of the portable power generator –		
46.	Noise Level (dB)	86
47.	Ampere (A)	23.9
48.	Dimensions L x W x H (mm)	1261 x 680 x 722
49.	Frequency (Hz)	50
50.	Rated Output (VA)	5500
51.	Maximum Output (VA)	7000
52.	Voltage (V)	230
53.	Dry Weight (kg)	123.2
54.	Type	RDT
55.	Air Cleaner	Dual Type
56.	Bore X Stroke (mm)	88.0 x 64.0
57.	Compression ratio	8.2:1
58.	Cooling System	Forced Air
59.	Engine Control Panel Display	i-Monitor Equipped
60.	Engine Throttle	Electronic Governor (Load Sensitive)
61.	Fuel Tank Capacity (L)	19.2
62.	Fuel Type	Unleaded Petrol
63.	Ignition System	Full Transistor Ignition
64.	Model	GX390T2
65.	Oil Capacity (L)	1.1
66.	Spark Plug	BPR6ES(NGK)
67.	Starting System	Recoil & Push Button Start
68.	Displacement (cc)	389
69.	Type	4 stroke, OHV, single cylinder, inclined by 25°
70.	Lubrication	Forced Spray System
71.	Electronic Fuel Injection Technology	Yes
72.	Warranty	3 years or more
73.	Service center should be in Odisha (will be verified by this office)	
74.	During any breakdown of the said vehicle mounted purifier with water cooler, the L1 bidder will repair the same within 24 hours of getting complain.	

75.	Before handing over the said vehicle mounted purifier with water cooler to Odisha Police, the L1 bidder will get the same registered in the name of Superintendent of Police, PMT, Odisha, Kataka.

Image -



SECTION – VII

Formats for Submission Of Bid

(Technical Bid)
Format T1 – Check List

(To be submitted in ***Part I -Technical Bid***)

The documents have to be arranged as per the order mentioned in the checklist for ease of scrutiny.

The bidder has to **upload the documents** as mentioned in Checklist (**in PDF format) online** in the **e-procurement portal,** on or before the due date & time of submission of technical bid.

Copies of all the documents uploaded in the technical bid shall **also be submitted** along with the **Tender Document Cost** on or before the online technical bid opening. However, the copy of all documents should be exactly the same as uploaded in the e-tender portal.

Name of the Bidder	

Sl. No	Details of Document Checklist	Whether included Yes / No	Page No.
1	Format – T1 (Check List)		
2	Bid Document Cost as DD (Rs.590/-) & EMD cost of Rs: 60,000/- (sixty thousand rupees only)		
3	Format – T2 (Details of Items quoted) / Technical Specification compliance sheet		
4	Format – T3 (Bid Security Declaration)		
5	Copy of the GST registration certificate		
6	Copy of PAN (Income Tax)		
7	Copy of IT Returns of the financial years during *2021-22, 2022-23and 2023-24. or 2022-23, 2023-24 and 2024-25*.		
8	Format – T4 (Details of Bidder)		

9	Format – T5 (Declaration Form)		
10	Format – T6 (Annual Turnover Statement by Chartered Accountant)		
11	Copies of the annual audited statement/Annual Report for during (i.e. 2022-23, 23-24 and 24-25)(Provisional statement of account shall not be considered)		
12	Format–T7 (Performance Statement during the last three Years)		
13	Format–T8 (Land border sharing certificate)		
14	Photo copy of valid manufacturing license / Import license for each and every product quoted.		
15	Valid up-to-date Good manufacturing practice certificate as per revised schedule-M (GMP **(**for MSMEs registered within the state of Odisha**)**).		
16	Non-Conviction certificate issued by the licensing authority of the state that the manufacturers/importer have not been convicted.		
17	ISO Certificate (if any)		
18	BIS/CE Certificate (if any)		
19	Any other document required as per the technical specification (Section-IV) (i.e. Product Brochure/ Catalog/Data Sheet etc.)		

All the documents to be furnished in the checklist has to be page numbered. All the formats (T1 – T8) are to be filled up mandatorily.

Note:

1) Mentioning of Page Nos. in the relevant column as mentioned above is mandatory for ease of scrutiny.
2) No price information (i.e. Scanned copy of the price format etc.) to be uploaded in Technical Bid.
3) After preparation of all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
4) The bidders can find two files [(i) Scan copy of Tender document cost, PAN etc. & (ii) All documents as per checklist T1] in technical bid for uploading their files.

However, for management of space the bidders can divide their scanned documents in two parts and upload one part in one file and balance document in the second file to avoid any space constraint.

Format T2

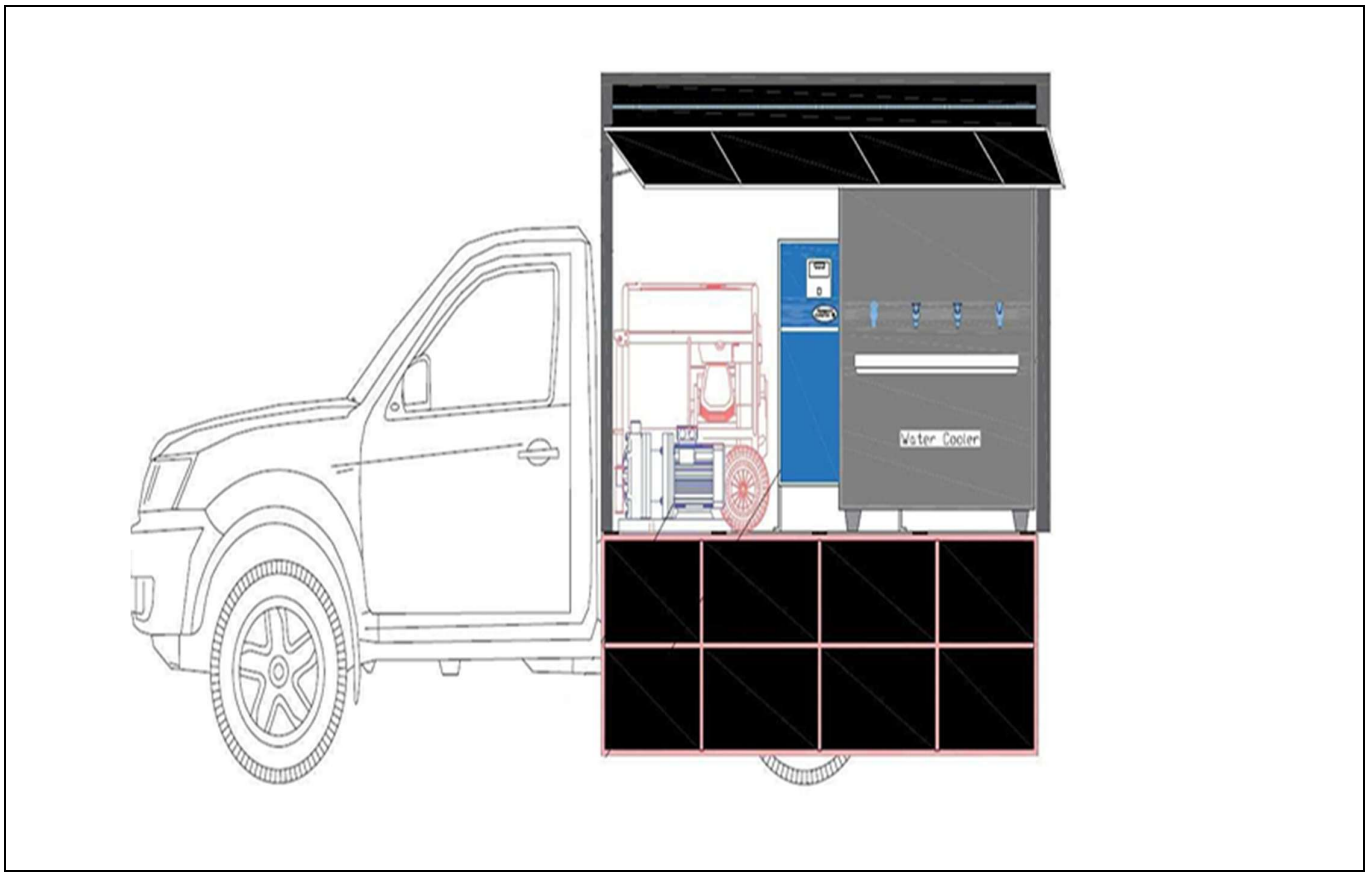
Details of Item Proposed: -

1. Technical specifications compliance sheet of Vehicle mounted purifier with water cooler -

Sl. No.	Technical Specification	Parameters.	Whether offered product fulfils the detailed Technical Specifications, Kindly answer Yes or No only	Offered specifications and details of deviation if any. (Separate Paper indicating details in case of major deviations to be attached)
Specification of the vehicle				
01	Fuel Type	Diesel		
02	Diesel Fuel Tank Capacity	45 Litres		
03.	Diesel Highway Mileage	15 kmpl		
04.	Emission Norm Compliance	BS VI 2.0		
05.	Displacement	2956 cc		
06.	Max Power	85bhp@3000rpm		
07.	Max Torque	250Nm@1000-2000rpm		
08.	No. of Cylinders	4		
09.	Valves Per Cylinder	4		
10.	Transmission Type	Manual		
11.	Gearbox	5 Speed		
12.	Drive Type	RWD		
13.	Steering Type	Power		
14.	Front Brake Type	Disc		
15.	Rear Brake Type	Drum		
16.	Length	5350 mm		
17.	Width	1860 mm		
18.	Height	1810 mm		
19.	Seating Capacity	2		
20.	Ground Clearance (Laden)	210 mm		
21.	Ground Clearance Unladen	210 mm		
22.	Wheel Base	3150 mm		
23.	Front Tread	1443 mm		
24.	Kerb Weight	1850 kg		
25.	Gross Weight	3350 kg		
26.	No. of Doors	2		

Specification of the RO purifier –				
27.	Purification flow rate	250 LPH.		
28.	Recovery of pure water	Up to 70%		
29.	Rejection of salts (TDS)	Up to 95%		
30.	Max inlet water (TDS)	1500 ppm.		
31.	Cartridge	20" Nova Cartridge X 1.		
32.	Post RO purification	ESS		
33.	Digital monitor indications	TDS, Cartridge Life, Power ON, No Water And Change Cartridge.		
34.	Dimension (LXWXH) mm	900X600X1450		
35.	Unit Weight	100 Kg.		
36.	Maximum output	1500 Liters/Day.		
37.	Type of Product Construction	Concealed.		
Specification of the water cooler –				
38.	Storage Capacity	400 L		
39.	Chiller Tank	Stainless Steel Tank (SS 304)		
40.	DIP Tray	Stainless Steel (SS 304)		
41.	No. of Faucet - Cold	3		
42.	No. of Faucet - Normal	1		
43.	Condenser Tubing	Grooved copper with Aluminum Blue fin		
44.	Compressor/Refrigerant	Reciprocating /R – 134a		
45.	ISI Certified	Yes		
Specification of the portable power generator –				
46.	Noise Level (dB)	86		
47.	Ampere (A)	23.9		
48.	Dimensions L x W x H (mm)	1261 x 680 x 722		
49.	Frequency (Hz)	50		
50.	Rated Output (VA)	5500		
51.	Maximum Output (VA)	7000		
52.	Voltage (V)	230		
53.	Dry Weight (kg)	123.2		
54.	Type	RDT		
55.	Air Cleaner	Dual Type		
56.	Bore X Stroke (mm)	88.0 x 64.0		
57.	Compression ratio	8.2:1		

58.	Cooling System	Forced Air		
59.	Engine Control Panel Display	i-Monitor Equipped		
60.	Engine Throttle	Electronic Governor (Load Sensitive)		
61.	Fuel Tank Capacity (L)	19.2		
62.	Fuel Type	Unleaded Petrol		
63.	Ignition System	Full Transistor Ignition		
64.	Model	GX390T2		
65.	Oil Capacity (L)	1.1		
66.	Spark Plug	BPR6ES(NGK)		
67.	Starting System	Recoil & Push Button Start		
68.	Displacement (cc)	389		
69.	Type	4 stroke, OHV, single cylinder, inclined by 25°		
70.	Lubrication	Forced Spray System		
71.	Electronic Fuel Injection Technology	Yes		
72.	Warranty	3 years or more		
73.	Service center should be in Odisha (will be verified by this office)			
74.	During any breakdown of the said vehicle mounted purifier with water cooler, the L1 bidder will repair the same within 24 hours of getting complain.			
75.	Before handing over the said vehicle mounted purifier with water cooler to Odisha Police, the L1 bidder will get the same registered in the name of Superintendent of Police, PMT, Odisha, Kataka.			
Image -				



Signature of the bidder Seal

Date:

Name & Address of the firm:

Format T3

(To be submitted in ***Part – I Technical Bid)***

(Affidavit before Executive Magistrate / Notary Public on **100** Rupees non- judicial stamp paper)

BID SECURITY DECLARATION FORM (Rule 170 of General Financial Rule2017)

Bid Ref. No._____ Date:_____

To

The A.I.G. of Police, (Provisioning),
Odisha, Cuttack

I/We. The undersigned, declare that:
I/We accept that I/We may be suspended to submit bids for contract(s) with you for a period of one yeas from the date of bid opening if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified my/our bid during the period of bid validity specified in the form of bid; or

b) having been notified of the acceptance of our bid by the purchaser during the period of bid validity,

i) fail or refuse to execute the contract, or
ii) fail or refuse to submit the Performance Security of the amount specified in the bid.

Date: Signature:
Place: Name:
Company Seal: Designation:

Format T4
Details of the Bidder

(To be submitted in ***Part – I Technical Bid***)

GENERAL INFORMATION ABOUT THE BIDDER				
1	Name of the Bidder			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	

Type of the Firm (Please • relevant box)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					

Nature of Business (Please • relevant box)				
5	Manufacturer			
	Direct Importer			

Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
Name designation & Address of the person(s) responsible to the company as per Sec. 34 of D & C Act 1940.				

7	Name		Designation		
8	Whether any criminal case was registered against the company or any of its promoters in the past?				Yes / No
9	*Other relevant Information*				
9.a	*Furnish the copy of the GST registration certificate*				
9.b	*PAN: Furnish the copy of the PAN*				
10	***Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for Payment for supply if any (if selected)*** **a. Name of the Bank :** **b. Full address of the: Branch concerned** **c. Account no. of the : bidder** **d. IFSC Code of the : Bank**				
Date:		*Office Seal*		*Signature of the bidder / Authorized signatory*	

Format – T5
DECLARATION FORM

(To be submitted in ***Part–I Technical Bid***)

(Affidavit before Executive Magistrate / Notary Public on **10** Rupees non- judicial stamp paper)

I / We ……having My / our registered office at & having My /our factory premises at……. do declare that I / We have carefully read all the terms & conditions of bid of Odisha Police ,Odisha for the supply of …….. (Name of the items). The approved rate will remain valid for a period of one year from the date of approval or new rate contract which ever is earlier . I will abide with **all the terms & conditions** set forth in the **Bid document Reference no. _____**along with the subsequent amendment, if any.

I/We do hereby declare I/We are not de-recognized / debarred/ banned/ blacklisted/ convicted as a firm or for the quoted item(s) **on or before the date of floating of the tender** by any one or more of the authorities and for one or more of the reasons mentioned in Cl. No. **5.2.7** of the tender document.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and de-recognition/ debarment me/us for a period of **3(three)** years if, any information furnished by us proved to be false at the time of inspection / verificationandnotcomplyingwiththeBidterms&conditions.IncaseI/Wearede-recognized / blacklisted/banned/ debarred by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions/ Odisha Police and or convicted by any court of law **on and from the date of floating of the tender**, I/We undertake to inform the same to Odisha Police. I/we also under take that, I/we are not involved in any unfair/fraudulent practice.

I/ We do hereby declare that I / we will supply the quoted item(s) as per the terms, conditions & specifications of the bid document and hereby further declare that I/We will supply the items /Supplies with packing, logograms as per the design and barcode as specified in the Annexure I–III of the tender under reference.

I/We do hereby declare that I/We have not been convicted by any court of competent jurisdiction for supplying NSQ items within the last 3(three) years from the date of floating of the tender.

Signature of the bidder:

Seal: Date:

Name & Address of the Firm:

Format T6

Annual Turn Over Statement

(To be submitted in ***Part – I Technical Bid***)

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last 3 (three) financial years of M/S_____ _____who is a manufacturer/importer are given below and certified that the statement is true and correct.

Sl. No.	***Financial Year***	***Turnover in Crores (Rs)*** **both in figures & words**
1	***2022-23***	
2	***2023-24***	
3	***2024-25***	
Average Annual Turnover of the Bidder for the specified last 3 Financial Years		

Date:

Signature of Auditor/

Place: Chartered Accountant

(Name in Capital)

Seal

Membership No.

N.B : This turnover statement should also be **supported by** copies of audited **annual statement** of the last three financial years / **Annual Report** and the turnover figures mentioned above should be **highlighted** there.

Format T7

Performance Statement

(To be submitted in ***Part – I Technical Bid***)
(For the period of last three years)
(Please furnish order copies of the client serially, the names of which are mentioned below)

Name of Bidder: _____
Name of Manufacturer: _____
Name of the Item: _____

Sl.	Order Placed by (Address of purchaser) (attach documentary proof) *	Order no. &Date	Item Name	Specification similar to this RFP requirement **Yes/No only**	Qty	Value of Contract (Rs.)	Date of Completion	Have the items supplied satisfactorily (attach documentary proof) **
1								
2								
..								
..								

(attach separate sheets if the space provided is not sufficient)

Signature and seal of the Bidder

* The documentary proof will be copies of the purchase order (during the last 3 years) indicating P.O. No. and date.

** The documentary proof will be a certificate from the consignee/end user indicating P.O. No. and date.

Format T8

Land Border Sharing Compliance

Declaration

(To be submitted in Part – I Technical Bid)

FORMAT For Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.

(On Company Letter Head, to be signed by the duly authorized person)

Date: TENDER NO. : …… TITLE OF TENDER :
……

To,
AIG of Police (Provisioning),
Odisha, Kataka

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*.(Applicable for works involving possibility of sub-contracting)

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

Name and Signature of the Authorized Signatory

Format – T9

Manufacturer's Authorization Form (MAF)
(To be submitted on OEM Letterhead)

Ref. No._____ Dated _____

To

The A.I.G. of Police (Provisioning),
Odisha, Kataka.

Dear Sir,

Tender Reference No./ NIT / GeM Bid No. : _____

Name of the item:

We M/s. _____ who are established and reputable manufacturers of _____ _____do hereby authorize M/s._____ (Name and address of Agent / Dealer) to participate in the above tender.

We hereby extend our technical assistance to the bidder during installation and inspection of the product.

We hereby certify that, the equipments being sold would not be declare d End of Support (EoS) or become obsolete in the next 5 years. Also, we certify t hat the products being sold would be covered under Warranty / Support and OEM support will be available for ____ years (as specified in the GeM Bid / Tender / NIT No.) from the date of installation, even in the case, the bidder becomes "Ou t of service".

We have studied the requirements of the product and confirm that we will adhere to the specifications of the tender and quality plan and extend all support during the inspection and provide documentary evidence at the time of inspection f or the verification by Client/Client's representative.

Yours faithfully
(Name)
For and on behalf of M/s. _____
(Name of manufacturers)

PRICE SCHEDULE

Price bid format (BOQ) is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** https://tendersodisha.gov.in

PRICE BID (in the ***excel Format***) has to be submitted **online only**. The **price bid format (excel sheet available in e- Tender portal)** is specific to a bid and is not interchangeable. The price bid format file shall be **downloaded from the e- Tender portal** by the bidder and quote the **prices in the respective fields before uploading it**. All **white areas** of BOQ file shall be filled by the bidder. The **grey areas** of BOQ shall not be modified / edited by the bidder. The Price bids submitted in any other formats will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.

Price bid Format:-

Tender Inviting Authority:	
Name of Work:	
Contract No:	
Name of the Bidder/ Bidding Firm /Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	IGST / GST In Percentage (%)	IGST / GST In Rupees	Any Other Charges	Gross Total Per UNIT	Gross Total	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	12
1	**Vehicle mounted purifier with water cooler**	01	Nos						0.00	INR Zero Only
Total in Figures									0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only								

SECTION VII – Annexures

(TO BE EXECUTED BY THE SUCCESSFUL BIDDER ONLY)

Annexure I
Model Bank Guarantee Format for Performance Security
[Ref. Para 22(i)]

To

The A.I.G. of Police (Provisioning),
Odisha, Kataka.

WHEREAS.....(name and address of the supplier) (here in after called "the supplier") has undertaking, in pursuance of contact no.....dated..... to supply.....(description of goods and services) (here in after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of(amount of the guarantee in words and figures),and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of .....20.....

We the .....Branch.....undertake not to

revoke
the guarantee during its currency except with the previous consent of the Odisha Police in writing.

We the .....Branch..... further agree that a
mere demand by Odisha Police is sufficient for us
..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot be a valid ground for us
..... Branch to decline payment to Odisha Police.

(Signature of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Banks and address of the Branch

Manufacturer's Authorization Form (MAF)
(To be submitted on OEM Letterhead)

Ref. No._____ Dated _____

To

The A.I.G. of Police (Provisioning),
Odisha, Kataka.

Dear Sir,

Tender Reference No./ NIT / GeM Bid No. : _____

Name of the item:

We M/s. _____ who are established and reputable manufacturers of _____ _____do hereby authorize M/s._____ (Name and a ddress of Agent / Dealer) to participate in the above tender.

We hereby extend our technical assistance to the bidder during installation and inspection of the product.

We hereby certify that, the equipments being sold would not be declare d End of Support (EoS) or become obsolete in the next 5 years. Also, we certify t hat the products being sold would be covered under Warranty / Support and OE M support will be available for ____ years (as specified in the GeM Bid / Tender / NIT No.) from the date of installation, even in the case, the bidder becomes "Ou t of service".

We have studied the requirements of the product and confirm that we will adhere to the specifications of the tender and quality plan and extend all support during the inspection and provide documentary evidence at the time of inspection f or the verification by Client/Client's representative.

Yours faithfully
(Name)
For and on behalf of M/s. _____
(Name of manufacturers)

Certificate for Prevention of Corruption Act / non Debarment Certificate

"I certify that I have not committed any offence-
(a) Under the Prevention of Corruption Act, 1988;
or
(b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
(c) I have not been debarred by any Central / State Government Organization/Bodies for the last 3 years."

Signature with designation.

Please note that non-submission of this certificate will lead to disqualification.