

**U.T. ADMINISTRATION OF DAMAN & DIU  
OFFICE OF THE DY. SUPERINTENDENT OF POLICE  
POLICE DEPARTMENT,  
DAMAN & DIU DAMAN**

No. /DSPHQ/GNL/PHQ/DMN/gym equipment/DD/18-19/

Date: .01.19

**E – Tender Notice**

**Rule 160 of GFR – 2017**

On-line e-Tender(s) for procurement and supply & Installation of Gym Equipments is hereby invited on behalf of the President of India by the undersigned as per Rule No. 163 of GFR 2017 in **Two Bid System i.e (i) Technical Bid & (ii) Financial Bid**. (Simultaneous receipt of separate **technical** and **financial** bids) through the website of [www.ddtenders.gov.in](http://www.ddtenders.gov.in) website from the Manufacturer/OEM or their authorized dealers/distributors/Firm/Agency/Suppliers. E-Tender Notice is also available for reference on [www.daman.nic.in](http://www.daman.nic.in) and [www.ddpolice.gov.in](http://www.ddpolice.gov.in) Those Manufacturer/OEM or their authorized dealers/distributors/Firm/Agency/Suppliers found fit, in preliminary checking about submission of Tender fee , E.M.D and other relevant document their technical bid(s) will be opened. Financial bid will be opened, only of those Manufacturer/OEM or their authorized dealers/distributors/Firm/Agency/Suppliers, who qualify in the technical bid(s).

Sr. No.	Name of items to be procured	TENDER FEE Non – Refundable	EMD Rule – 170 of GFR (Earnest Money Deposit)
1.	Supply & Installation of Gym Equipments at Police Head Quarters of Daman & Diu	₹. 5000/- in form of Account Payee Demand Draft, Banker's Cheque Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman & Diu and Dadra & Nagar Haveli, Police Head Quarters, Daman – 396210.	₹. 1,00,000/- (One Lakh only) in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman & Diu and Dadra & Nagar Haveli, Police Head Quarters, Daman – 396210.
	❖ Downloading of Tender Documents form Website of <a href="http://www.ddtenders.gov.in">www.ddtenders.gov.in</a> (The e-tender document available only in Electronic format which Bidder can download)		10/01/2019
	❖ Last Date for online submission/uploading of tender documents with scanned copies of tender fee and EMD and other relevant mandatory document.		31/01/2019
	❖ Last date for physical submission of tender documents in the Office of the Dy. Superintendent of Police, (HQ) Police Head Quarters, Airport Road, Nani Daman – 396 210, Daman without fail,		31/01/2019
	❖ Period of Validity of Bids		180 Days
	❖ Online opening of Technical bid will be on		01/02/2018
	❖ Online opening of Price/Financial Bids of only technically qualifying Manufacturer/bidder/firms/agency/distributor/dealer <u>will be opened</u> . The date will be conveyed to the technically qualified bidders in advance.		
The e-tender complete in all respect consisting of <b>Tender fee</b> in form of Account Payee Demand Draft, Banker's Cheque Fixed Deposit Receipt, or Bank Guarantee			

<p>from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman &amp; Diu and Dadra Nagar Haveli and DNH, Daman, Police Head Quarters, Daman &amp; Diu and Dadra Nagar Haveli, Daman – 396210 and <b>EMD</b> in form of Account Payee Demand Draft, Fixed Deposit Receipt(FDR), or Bank Guarantee (BG) from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman &amp; Diu and Dadra &amp; Nagar Haveli, Police Head Quarters, Daman – 396210.</p> <ul style="list-style-type: none"> <li>❖ Valid copy of GST (IGST/UGST/CGST) registration, GSTIN number.</li> <li>❖ Copy of PAN Card,</li> <li>❖ Bank Details</li> <li>❖ Details of completed similar type of work in three years, with list of client and work satisfaction certificate from client.</li> <li>❖ Duly signed Tender Form, Agreement Form, Schedule and Terms &amp; Condition</li> <li>❖ Undertakings</li> <li>❖ These documents are <b>mandatory document</b> and required to be uploaded electronically on the website <a href="http://ddtenders.gov.in">http://ddtenders.gov.in</a></li> <li>❖ Physical technical bid cover shall be sent through RPAD/Speed Post / Courier or in person latest by <b>31/01/2019</b> shall reach to the office of the <b>Dy. Superintendent of Police, Daman</b> Police Head Quarters, Airport road, Dunetha, Nani Daman, Daman – 396 210</li> <li>❖ However, e-tender inviting authority shall not be responsible for any postal delay.</li> </ul>	
Address for submission of physical bid	<p><b>O/o The Dy. Superintendent of Police, (HQ)</b>  Police Head Quarters, Airport road,  Dunetha, Nani Daman, Daman – 396 210</p>
<ul style="list-style-type: none"> <li>❖ The original <b>Tender fees</b> (non Refundable) and original <b>EMD</b> in form of Account Payee Demand Draft, Fixed Deposit Receipt, or BG from any of the Banks only should be posted/couriered/given in person along with physical bid cover along with the above mandatory documents within due date.</li> </ul>	
<ul style="list-style-type: none"> <li>❖ The tender form along with all details including schedule and terms &amp; conditions can be downloaded from the website of <a href="http://www.ddtenders.gov.in">www.ddtenders.gov.in</a></li> </ul>	
<ul style="list-style-type: none"> <li>❖ Bidders must have to upload the <b>Financial Bids</b> in Electronic format only on <a href="http://www.ddtenders.gov.in">www.ddtenders.gov.in</a> website within prescribed date &amp; time. <b>Financial Bid in Physical format shall not be accepted in any case.</b></li> </ul>	
<ul style="list-style-type: none"> <li>❖ GePNIC Portal, 24x7.” Helpdesk Number . 0120 – 4200462, 0120 – 4001002, 0120 – 4001005 and 0120-6277787 or NIC Daman may be contacted on phone or through E-mail: <a href="mailto:support-gepnic-dd@nic.in">support-gepnic-dd@nic.in</a> Website: <a href="http://www.ddtenders.gov.in">www.ddtenders.gov.in</a></li> </ul>	
<ul style="list-style-type: none"> <li>❖ The tender inviting authority reserves the right to accept/ reject any or all or part tenders without assigning any reasons thereof.</li> </ul>	

**Dy. Superintendent of Police, (HQ)**  
**Police Head Quarters,**  
**Daman.**

Copy to:-

1. The District Informatics Officer (NIC) Daman for Publishing on website of UT Administration of Daman & Diu i.e on [www.daman.nic.in](http://www.daman.nic.in)
2. All Head of Office, Daman (U.T.) for wide publicity.
3. Copy to all Manufacturer/OEM or their authorized dealers/distributors/Firm/Agency and Suppliers dealing in supplying and install Gymnasium equipment.
4. Copy to legal cell, Daman for publishing on [www.ddpolice.gov.in](http://www.ddpolice.gov.in) website.

**Annexure - A**

**ADMINISTRATION OF DAMAN & DIU AND DADRA NAGAR HAVELI (U.T)  
POLICE DEPARTMENT, DAMAN & DIU AND DADRA NAGAR HAVELI  
DAMAN**

CHAPTER 1 of Rule 168 of GFR – 2017 instructions to the Bidder

No. /DSPHQ/GNL/PHQ/DMN/gym equipment/DD/18-19/ Date: .01.19

**GENERAL**

1. Online bid(s) are invited in Two Bid System i.e (i) Technical Bid & (ii) Financial Bid. (Simultaneous receipt of separate technical and financial bids) for e-Procurement of Gymnasium equipment and their installation at the Police head Quarters of Daman & Diu as per specification, attached along with at Annexure 'D' for Police Department of UT of Daman and Diu, though [www.ddtenders.gov.in](http://www.ddtenders.gov.in) website from the manufacturer or their authorized dealers/distributors and Suppliers as per the Technical specifications (Chapter – 4 Annexure 'D') in this document.
2. Bidders are advised to study this tender document carefully & thoroughly before submitting/uploading e-Tender. It shall be deemed that submissions of Bid by the Bidder have been done after their careful study and examination of the tender document with full understanding as to its implications.
3. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the product. No request for the change of Financial or time schedule of delivery of vehicle shall be entertained on account of any local conditions or factor once the offer is accepted by the purchaser.
4. The Purchase Committee with the approval of the competent authority reserves the right to relax any terms and conditions in the Government interest with the approval of the competent authority. The Purchase Committee of Police Department may, at its sole discretion, waive any minor infirmity, nonconformity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder
5. Conditional bid(s) will not be entertained and summarily rejected.
6. Optional bid(s) will not be entertained and will be summarily rejected. The firm should have to quote for only one model. The optional either in model or in rates will not be accepted and tender will be rejected straightway.
7. Bidders have to submit the **Financial Bids** in Electronic format only on [www.ddtenders.gov.in](http://www.ddtenders.gov.in) website within prescribed date & time. **Financial bid in Physical format will not be accepted in any case.**
8. The tender will be rejected without assigning reason if the firm/company or their owner / partner / directors etc. involves in any criminal case.
9. All the firms/company shall physically submit and upload an Undertaking to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid.

10. Foreign firm can participate in the tender through authorized agent appointed in India. No foreign company shall be entertained directly.

11. The prospective bidders may participate as a single entity or as a consortium. A consortium shall consist of a maximum of two partners/individuals/entities and all the essential documents shall be submitted by the principal firm.

12. Participating firm would not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bid.

#### **SCHEDULE OF TENDER:**

13. Tender Documents can be downloaded from web site of [www.ddtenders.gov.in](http://www.ddtenders.gov.in) (The e-tender document available only in Electronic format which Bidder can download). Bid submission will be started from **10/01/2019**. Bid submission will be closed on **31/01/2019** at 1600 Hours.

14. As per instructions of the Govt., the tender/Tender(s) Notice has been published on the [www.ddtenders.gov.in](http://www.ddtenders.gov.in) [www.ddpolice.gov.in](http://www.ddpolice.gov.in) and [www.daman.nic.in](http://www.daman.nic.in)

15. The scanned copy of tender fee of ₹. 5,000 ( Five Thousand) in form of Account Payee Demand Draft, Banker's Cheque Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman & Diu and Dadra & Nagar Haveli, Police Head Quarters, Daman & Diu and Dadra Nagar Haveli, Daman - 396210.

16. The scanned copy of EMD ₹. 1,00,000/- (One Lakhs only) in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman & Diu and Dadra & Nagar Haveli, Police Head Quarters, Daman – 396210.

17. Only authorized representatives will be allowed to attend the meeting of the Purchase Committee. They should also bring on Letter-Head of the firm an undertaking that any decision/negotiation taken by them would be accepted by firm.

18. At the first instance, pre-qualification **mandatory documents** upload/attach/sent by the bidder will be scrutinized by the Committee and those who qualify at this stage, their "Technical Bid" will be opened by the committee. In the absence of any of the **mandatory documents**, mentioned at Annexure "L" and Point No. 27 of **Annexure - A** the bid will be disqualified / rejected straightway without any further clarification.

19. The online Technical bid (s) will be opened on **01/02/2019**. The bidders or their authorized representative may remain present, if they so desire.

20. After opening and evaluation of the technical bid(s), the Financial bid(s) of the short-listed bidders will be opened online in the O/o **The Superintendent of Police, (HQ)** Police Head Quarters, Airport road, Dunetha, Nani Daman, Daman – 396 210 and technically qualified bidders will be intimated about the date and time accordingly. The technically qualified bidders or their authorized representatives may remain present, if they so desire.

21. The following considerations of paramount importance will be taken into account while evaluating the bids:

a. Whether the Gym Equipments offered are of the requisite tender specifications.

- b. Whether the bidder has the ability to deliver and install the Gym equipments as per specifications, at Police Head Quarters of Daman & Diu
- c. The ability of the bidder to take follow up action, rectify defects or to give post contract services including supply of spares & consumables etc.
- d. The time which will be taken to deliver the and install the gymnasium equipments.

**DELIVERY, INSTALLTION AND COMMISSIONING:**

**22.** Delivery and installation of gymnasium equipments at Police Head Quarters, Daman shall be made by the supplier within **30 days** or earlier from the date of award of Contract.

**23.** In case, the firm fails to supply of the items within the delivery period, **liquidated damage (L.D.)** charges will be charged @ 0.5% (half percent) of total cost per week (07 days) of the item, which may be charged maximum up to the limit of 10%. Besides, action will be initiated to blacklist the firm and forfeiture of its Performance Security Money.

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

**24.** The Purchase Committee with the approval of the competent authority reserves the right to reject any tender or all bid(s) without assigning any reasons thereof prior to placement of work order.

**BIDDERS QUALIFICATION:**

**25.** The bidder may either be **Manufacturer/OEM or their authorized dealers/distributors/Firm/Agency and Suppliers** for the tendered item mentioned in Chapter – 3 for which documentary proof be submitted for their registration as authorized distributor / dealer.

**26.** The tenderer should obtain a letter from the manufacturer that the model quoted in the tender confirms the specifications of the products manufactured as on date and latest. Also the product should not be old model and service provided for the period as mentioned in the specifications or up to 03 years whichever is higher from the date of acceptance of store / dates of installation. Also a letter showing that he is an authorized distributor / dealer for a minimum period of next 03 years.

**BID SECURITY:**

**27.** The Participating firms must electronically upload EMD and send physically original Earnest Money Deposit (EMD) of **₹. 1, 00,000/- (One Lakhs Only)** with their bid, as per Rule – 170 of GFR 2017. **Bids without E.M.D. will be rejected straightway.** The E.M.D. shall be in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman & Diu and Dadra Nagar Haveli, Police Head Quarters, Daman – 396210 payable at Daman. No interest will be given on E.M.D. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. The original DD/FDR/BG i.e. EMD shall be send by the bidder along with the physical bid.

**28.** Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract to successful bidder.

**29.** The firms registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSMEs) as defined in MSME Procurement Policy issued by Department of Micro Small and Medium Enterprises (MSME) or are registered with the DGS&D, Central Purchase Organization, for the item(s) which are to be procured, are exempted from deposition of Earnest Money. **The bidder shall have to attach the scanned legible copy of documentary proof to authenticate their firm's registration with these organizations for the specific item to avail this exemption. The original document projected for EMD exemption may be verified / checked.** Committee will scrutinize the certificate of MSME/NSIC/DGS&D submitted by bidders to avoid any misrepresentation.

#### **REGISTRATION WITH GST:**

**30.** The bidder must be registered with the (GST) Goods and Service Tax Department and shall furnish scanned copies of the same with their technical Bid(s) along with their latest GST deposit receipt /challan/return.

**31.** Only GST (IGST/CGST/SGST/UGST) registered firm are eligible to fill this Tender. Interested firm who are eligible to fill this Tender shall quote their GSTIN Number in Tender and also attach legible documentary proof of having registered with GST department.

#### **BID PRICES**

**32.** Bidders have to submit the **Financial Bids in Electronic format only** on <http://ddtenders.gov.in> website within prescribed date & time in the proforma for requirement & Financial schedule chapter 3 & chapter 5 of rule 168 of GFR – 2017. Financial bid in Physical format shall not be accepted in any case. Quoted Financial shall be inclusive of all taxes, duties, transportation charges, incidental charges and warrantee for Three years default warranty period.

**33.** The rates will be F.O.R. (Freight on Road) at Daman Police Head Quarters, Airport Road, Nani Daman Daman – 396 210. No extra charges for packaging, forwarding and insurance etc. will be paid on the rates quoted.

#### **PERFORMANCE SECURITY:**

**34.** The firm whose rates are accepted will have to deposit **10%** of the total cost of the item as **Performance Security as per rule – 171 of GFR 2017** in the shape of an Account Payee Demand Draft/Bank Guarantee/FDR from any of the Financial Bank in an acceptable form in favor of Deputy Inspector General of Police, Daman & Diu and Dadra Nagar Haveli, Police Head Quarters, Daman – 396210 payable at Daman within **10 days** from placing work order. **Performance Security** shall bear no interest. **Performance Security** should be valid for a period of 60 days beyond the completion of all contractual obligations by the supplier including Warranty/ Guarantee period etc. Bid

security should be refunded to the successful bidder on receipt of Performance Security.

**35.** In case successful bidder fails to deposit the **Performance Security** within 10 days from the date of receipt of letter, the E.M.D. of the firm will be forfeited in favor of department and action will be initiated to blacklist the firm.

**BID VALIDITY:**

**36.** The Bid shall remain valid for **six calendar months** from the date of opening of the tender.

**GUARANTEE / WARRANTY:**

**37.** The bidder shall provide onsite comprehensive Guarantee / warranty for the equipments for 03 (Three) years from the date of commissioning and installation of Gymnasium equipment. Also the product should not be old model and service provided for the period as mentioned in the specifications or up to 03 years whichever is higher from the date of acceptance of store / dates of installation. Also a letter showing that he is an authorized distributor / dealer for a minimum period of next 03 years and also be liable for maintenance of equipments for next 02 (TWO) years after the expiry of the warranty/guarantee period subject to CAMC.

**38.** The tenderer shall give an undertaking for supply of spares / batteries during the warranty period. (03 Years)

**39.** The bidder shall have to submit an undertaking to the effect that they will provide Guarantee/Warranty for 03(THREE) years.

**Force Majeure:**

**40.** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

**OTHRERS**

**41.** Submission of online scanned copies of unwanted/irrelevant documents/out of contest documents to disturb / misuse the online procurement system will be taken seriously and stringent action will be taken against such bidders, besides action for rejection of bids and black listing of firm will be initiated.

**42.** The physical e-Tender(s) should be super scribed the word "Physical e-Tender(s)" **supplying and commissioning of Gymnasium equipment** to the Police Department Daman & Diu. The bidders are required to submit their physical bids to the office of the Tender(s) Inviting Authority, at Police Head Quarters, Daman before the stipulated date & time.

**43.** The purchase committee will consider extension of the time for remitting the security deposit as demanded. However, in case of denial to consider such extension, the supplier is bound and abides by the limit given.

**44.** If the supply is found inferior compared to approved product by the **Purchase/Technical Bid Evaluation Committee**, the consignment will be rejected. The supplier will have to take back the consignment at his own cost and replace it from fresh stock as per approved samples within 15 days. In case the supplier fails to give the supply or to replace the rejected sample(s), as per the approved sample(s), the Performance Security will be forfeited as well as action for blacklisting can also be taken apart from taking any legal action.

**45.** The purchase committee, in order to satisfy itself can order on the spot enquiry to verify the soundness & capability of the item and any other information given by the participating firms.

**46.** In case of failure to supply, **installation and commissioning of gymnasium equipment** ordered for, as per conditions and within the stipulated time, the same articles will be obtained, if required, from the Bidder who has offered next higher rates (L2) or from any other source, as may be decided by the purchase committee and loss to Government on account of such purchase (s) shall be recovered from the former supplier's security deposit / earnest money or bills payable. The suppliers shall have no any right to dispute such procedure.

**47.** The quantity of the items mentioned in the Bid notice can be increased or decreased, at any stage till the delivery of consignment is completed.

**48.** The payment will be made after receipt/final acceptance of goods, in good condition as per prescribed specification. No advance payment will be made. Under no circumstances, sub-standard material will be accepted.

**49.** The payment will be made depending upon the availability/release of funds by the Govt. and the agencies/contractors shall have no claim in case of delayed payment and no interest will be paid for the delayed payment.

**50.** The bid will be rejected straightway without assigning any reasons if the firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.

**51.** In case of any differences, the firm can be called for negotiation to patch up the differences on table prior to approaching court.

**52.** In case of violation of any clause of contract/agreement deed, the explanation of the firm can be called by issuing show cause notice, if the reply is not found satisfactory. Performance Security can be forfeited as well as action for blacklisting can also be taken prior to taking any legal action.

**53.** All disputes are subject to the jurisdiction of the Courts in jurisdiction of Daman district, only.

**54.** Please go through the e-tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needed.

**55.** Extension of time limit for supplies may be considered by the Purchase Committee provided that such justifiable request made well in time depending upon the circumstances and Purchase Committee's decision in the matter will be final.



**56.** If any time after the order placed for **gymnasium equipment**, the Police Department of Daman & Diu Purchase Committee shall for any reason, what so ever, not require the whole or part of the quantity, where or has specified in the work order, the Purchase Committee, shall give notice in writing of the facts to suppliers who shall have no claim to any payment/compensation, what so ever on account of any profit or advantages, with suppliers might have derived in consequence of the full quantity of the articles, not having been purchased nor shall have any claim for compensation by reason of any alteration having been made in the original instructions, which shall involve any curtailment of the supply as originally contemplated.

**57.** All bills should be in triplicate and should invariably be mentioned the number and date of work order.

**58.** All bills should be pre-receipted on a revenue stamp of proper value. Bills which are not pre-receipted on revenue stamp will not be accepted for payment

**59.** Tax charged on account of GST on **gymnasium equipment** is/are not more than what is payable under the provision of relevant act of the rules made there under.

**60.** All the procedure for purchase of store laid down in GFRs & DPFs shall be adhered to strictly and the bidders are to be bound to respect the same.

**61.** The rates should be quoted only for the items specified in the list of requirements and should be for the items of given specifications confirm to the standard (s) requirements of the given specification/mark. Rates quoted for items other than required specifications/Mark will not be considered. However indigenous manufacturers may quote their own makes provided that the specification confirmed to the standard(s)/requirement(s) of the given specification / mark.

**62.** Where this office does not specify name of the company/mark and rate should be quoted only for the first class and standard quality of standard brands.

**63.** The bidder should submit details of certificate, **indicating his past experience** in the execution of similar types of works with govt. or private agencies.

**64.** The supply of **gymnasium equipment** shall be as per the schedule drawn by the Tender(s) inviting authority.

**65.** Product brochure clearly mentioning the features, Make / Model number etc. If brochure is not available the photographs of tendered product should be submitted.

**66.** The **gymnasium equipment** shall be dispatched at the carrier's risk and should be properly covered by transit insurance. However, the tenderer will be responsible until the entire gymnasium equipment is arrived in good and working condition at Daman District at PHQ, Daman.

The above conditions are accepted and are binding on me/us.

Signature of the Supplier's With Seal

Dated: - /01/2019

**Dy. Superintendent of Police, (HQ)  
Police Head Quarters,  
Daman**

GENERAL TERMS AND CONDITIONS OF CONTRACT  
**CHAPTER 2 of Rule 168 of GFR – 2017**

**1. Award of Contract:**

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the work order within 07 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/ placement of work order will constitute the formation of the Contract.
- 1.2 At the time of placement of the work order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance bank guarantee and seal etc. for signing the contract.

**2. Contract Performance Bank Guarantee :**

- 2.1 At the time of signing the contract/placement of work order, the Supplier shall furnish a Contract Performance Security in shape of A/C Payee Demand Draft, FDR or Bank Guarantee for 10 % percent of the value of the Contract price, as per the prescribed proforma, from a Financial Bank.
- 2.2 The Contract Performance Security will be in the name of the Deputy Inspector General of Police, Daman & Diu and Dadra Nagar Haveli and DNH, Daman, Police Head Quarters, Daman & Diu and Dadra Nagar Haveli, Daman - 396210
- 2.3 The Contract Performance Bank Guarantee should be valid for a period of 03 (three) years from the date of award of the contract. This will be released after the successful completion of warranty period or upon mutual consent at any time before the warranty period is over.
- 2.4 In the event of delay in acceptance of the product, the Supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.

**3. Delivery of Product:** The Supplier delivers the goods at the purchaser's site and will notify the purchaser one week in advance of the expected date of complete delivery.

**4. Delivery, Installation and Commissioning:** Delivery, installation, testing & commissioning of **Gymnasium equipment** at Daman PHQs premises, shall be completed by the Supplier in accordance with the terms specified by the Purchaser within 60 (Sixty) days from the date of Award of Contract.

**5. Inspection:**

- 5.1 The Purchaser shall have the right to inspect and/or test the product for conformity to the Contract Specification.

5.2 Should any inspected or tested product fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected product or make all alterations necessary to meet specification requirements free of cost to the Purchaser

5.3 For the purpose of taking over the product supplied, an Acceptance Test shall be carried out at the Purchaser destination site. The product that meets the acceptance test shall only be accepted by the Purchaser.

## **6. Guarantee/Warranty:**

6.1 The Supplier shall provide comprehensive on-site Guarantee/Warranty for **Gymnasium equipment** supplied under the Contract at least for a period of **03 (Three) years** from the date of final acceptance of Vehicle.

6.2 The Supplier shall provide necessary spare & consumables free of cost during the warranty/guarantee period.

6.4 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within 48 hours** from the time of such calls. The fault should be repaired **within 48 hours** at Purchaser's location. In case of major defects requiring the defective spare part to be taken to the Supplier's workshop, it should be returned within a week duly repaired and an immediate substitute spare part or other equipments will be provided by the Supplier for the smooth operation. The to and fro transportation of the spare parts will be the responsibility of Supplier.

6.5 Delays in attending the calls and or repairing the fault beyond time limit specified in this Clause, without providing the substitute, will attract penalties.

6.7 If the Supplier fails to repair fault, the Purchaser will be free to get the same repaired from the market and its cost will be adjusted from the Supplier's Contract Performance Security.

## **7. Post-Warranty services and maintenance:**

7.1 The Supplier shall be responsible for the comprehensive on-site maintenance **Gymnasium equipment**, for a minimum period of two years after expiry of the three years warranty/guarantee period assuming the life span of **Gymnasium equipment** to be 05 years. The bidder shall indicate the estimated life span of the quoted **Gymnasium equipment**.

8. The Comprehensive Annual Maintenance Contract will be awarded after the expiry of default warrantee period of 03 years.

## **9. Training:**

9.1 The scope of work envisages that the bidder shall undertake to train the staff nominated by Daman & Diu Police in different aspects of the application i.e. design, functioning, testing & operation.

9.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Daman & Diu Police personnel who may be deputed to work on the project.

**10. Delay in the Suppliers performance**

Delivery of the **Gymnasium equipment** and performance of Services including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **Clause-13** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-20** below accompanied by forfeiture of Bank Guarantee/Performance Security.

11 If the bidder fails to supply spare parts within the stipulated period, the Purchaser reserves the right to purchase the spare parts from open market and difference of bill, if any, will be recovered from the bills of the bidder.

**12. Liquidated Damages :** If the Supplier fails to deliver the product or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the total price of the delayed product or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten Percent) of the total price of undelivered product.

**13. Force Majeure:** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

**14. Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

**15. Assignability:** Neither this Contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.

**16. Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.

- 17. Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Daman Court shall have jurisdiction in this regard.
- 18. Termination for Default**
- 18.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
- (i) If the Supplier fails to deliver the product within the time period(s) specified in the Contract; or
  - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 18.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 18.3 On termination of the Contract for default, action will be taken to black list the Supplier.
- 19. Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 20. Termination for Convenience**
- The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 21. Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent authority of Daman & Diu Police and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Daman, India.

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**BILL OF REQUIREMENT FOR PROCUREMENT OF GYMNASIUM EQUIPMENT  
FOR POLICE DEPARTMENT OF DAMAN & DIU**

CHAPTER 3 of Rule 168 of GFR – 2017

Si. No	Description	Quantity required
01	Supply & Installation of Gym Equipments at Police Head Quarters of Daman & Diu	As per Annexure "E"

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TECHNICAL SPECIFICATIONS **GYMNASIUM EQUIPMENT****(ENCLOSED WITH TECHNICAL BID)  
CHAPTER 4 OF RULE 168 OF GFR – 2017**

Sr. No.	Name of the Gymnasium equipment	Technical specifications approved by the committee
<b>Cardio equipment</b>		
1.	TREADMILL	Belt Thickness – 2.5 T Deck Thickness – 25 mm Motor- minimum 6 HP peak Display – 9” LCD Minimum Display Feedback – Time, Speed, Incline, Heart Rate, Distance, Calories. Maximum Speed – not less than 20 KMPH
2.	ELLIPTICAL CROSS – TRAINER	Display Type – 6”-7” LED/LCD Display Feedback – Time, Speed, Incline, Heart Rate, Distance, Calories. Flywheel – 10 Kg.
3.	RECUMBENT EXERCISE – BIKE	Display Type – 7” LCD Blue Backlit Screen.
4.	SPINNING BIKE	Flywheel not less than 20 kg, smooth chain drive system, double sided pedals with SPDs or standard straps and fully adjustable seat and handle bars . Flywheel weight-20 kg
<b>Strength Training Equipments</b>		
5.	PEC FLY / REAR DELT	WEIGHT STACK – Minimum 90 Kg (20 Quantity)
6.	LAT PULL DOWN WITH ROWING	WEIGHT STACK – MINIMUM 90 Kg (20 Quantity)
7.	LEG CURL / EXTENSION COMBO	
8.	45° LGE PRESS	SAFETY STOPPER FOR SAFETY. WEIGHT CAPACITY – Minimum 200 Kg
9.	CABLE CROSS OVER – ADJUSTABLE	WEIGHT STACK – Minimum 90 Kg (20 QTY) - EACH SIDE
10.	SMITH MACHINE	
11.	OLYMPIC FLAT BENCH	
12.	OLYMPIC INCLINE BENCH	
13.	SUPER BENCH	
14.	UTILITY BENCH	
15.	WORK BENCH	
16.	PREACHER CURL BENCH	
17.	DUMBBELL RACK – TWIN TIER	
<p>All strength training equipments from <b><u>Sr. No. 05 to 17</u></b> must be certified as biomechanically safe with following specifications :</p> <ul style="list-style-type: none"> <li>• FRAME SIZE: MINIMUM 3 mm THICKNESS/GAUGE WITH 50mm x 100mm DIMENSION</li> <li>• FINISH: TEXTURED POWDER COATING</li> <li>• UPHOLSTERY: SUPERIOR GRADE UPHOLSTERY WITH 50 mm THICK HIGH DENSITY FOAM.</li> <li>• CABLES : INDUSTRIAL STRENGTH NYLON COATED TO CABLES WITH MINIMUM 1800 Kg BREAKING STRENGTH</li> <li>• PULLEY WHEELS: FIBER GLASS REINFORCED NYLON PULLEY WHEELS WITH FRICTIONLESS PRECISION BALL BEARINGS</li> </ul>		

18.	DIP STATION	
19.	T – BAR STATION	
20.	OLYMPIC BARBELL 7”	
21.	OLYMPIC BARBELL 4”	
22.	OLYMPIC EZ BARBELL 4”	
23.	GORILLA GRIPPER	
24.	DUMBELLE <b>2.5 KG</b>	
25.	DUMBELLE <b>5.0 KG</b>	
26.	DUMBELLE <b>7.5 KG</b>	
27.	DUMBELLE <b>10 KG</b>	
28.	DUMBELLE <b>12.5 KG</b>	
29.	DUMBELLE <b>15 KG</b>	
30.	DUMBELLE <b>17.5 KG</b>	
31.	DUMBELLE <b>20 KG</b>	
32.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>2.5 KG</b>	
33.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>5.0 KG</b>	
34.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>7.5 KG</b>	
35.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>10 KG</b>	
36.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>12.5 KG</b>	
37.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>15 KG</b>	
38.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>17.5 KG</b>	
39.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>20 KG</b>	
40.	FREE WEIGHTS RUBBERISED FOR BAR BELL <b>25 KG</b>	

All the equipments must have ‘CE” certifications to ensure highest quality standards.

Dy. S. P.  
(HQ) Daman

Supdt of Police  
Daman(District)

Supdt of Police, (HQ)  
Daman

Deputy Inspector General of Police  
Daman & Diu and DNH  
Daman

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**PROFORMA FOR FINANCIAL BID  
CHAPTER 5 of Rule 168 of GFR – 2017**

(Upload Financial bid in electronic format at [www.ddtenders.gov.in](http://www.ddtenders.gov.in) )

**e-Tender for supplying and installation of Gym equipment at Police Head Quarters of Daman & Diu**

Sr. No.	Description of Item	Total Number of required quantity	Total amount complete in all respect with GST
1	2	3	4
	Supply & Installation of Gym Equipments at Police Head Quarters of Daman & Diu		
1.	TREADMILL	02 Nos.	
2.	ELLIPTICAL CROSS – TRAINER	01 Nos.	
3.	RECUMBENT EXERCISE – BIKE	01 Nos.	
4.	SPINNING BIKE	02 Nos.	
5.	PEC FLY / REAR DELT	01 Nos.	
6.	LAT PULL DOWN WITH ROWING	01 Nos.	
7.	LEG CURL / EXTENSION COMBO	01 Nos.	
8.	45° LGE PRESS	01 Nos.	
9.	CABLE CROSS OVER – ADJUSTABLE	01 Nos.	
10.	SMITH MACHINE	01 Nos.	
11.	OLYMPIC FLAT BENCH	01 Nos.	
12.	OLYMPIC INCLINE BENCH	01 Nos.	
13.	SUPER BENCH	01 Nos.	
14.	UTILITY BENCH	01 Nos.	
15.	WORK BENCH	01 Nos.	
16.	PREACHER CURL BENCH	01 Nos.	
17.	DUMBBELL RACK – TWIN TIER	01 Nos.	
18.	DIP STATION	01 Nos.	
19.	T – BAR STATION	01 Nos.	
20.	OLYMPIC BARBELL 7”	03 Nos.	
21.	OLYMPIC BARBELL 4”	02 Nos.	
22.	OLYMPIC EZ BARBELL 4”	02 Nos.	
23.	GORILLA GRIPPER	01 Nos.	
24.	DUMBELLE 2.5 KG	04 Nos.	
25.	DUMBELLE 5.0 KG	04 Nos.	
26.	DUMBELLE 7.5 KG	04 Nos.	
27.	DUMBELLE 10 KG	06 Nos.	
28.	DUMBELLE 12.5 KG	04 Nos.	
29.	DUMBELLE 15 KG	02 Nos.	
30.	DUMBELLE 17.5 KG	02 Nos.	
31.	DUMBELLE 20 KG	02 Nos.	
32.	FREE WEIGHTS RUBBERISED FOR BAR BELL 2.5 KG	04 Nos.	
33.	FREE WEIGHTS RUBBERISED FOR BAR BELL 5.0 KG	04 Nos.	
34.	FREE WEIGHTS RUBBERISED FOR BAR BELL 7.5 KG	04 Nos.	
35.	FREE WEIGHTS RUBBERISED FOR BAR BELL 10 KG	06 Nos.	
36.	FREE WEIGHTS RUBBERISED FOR BAR BELL 12.5 KG	04 Nos.	
37.	FREE WEIGHTS RUBBERISED FOR BAR BELL 15 KG	04 Nos.	
38.	FREE WEIGHTS RUBBERISED FOR BAR BELL 17.5 KG	04 Nos.	
39.	FREE WEIGHTS RUBBERISED FOR BAR BELL 20 KG	04 Nos.	
40.	FREE WEIGHTS RUBBERISED FOR BAR BELL 25 KG	04 Nos.	

**NOTE:**

- Financial Bid shall be quoted considering the Technical specifications of Gym equipments mentioned at Annexure – D in chapter 4 and terms and conditions of this e-tender document
- No condition should be inserted in the financial bid.
- Optional Bid will not be entertained.
- The whole work will be allotted to total/overall L1 bidder. However, we may not bind to accept the lowest or any bid we receive.
- Financial Bid shall be inclusive of Taxes/duties/charges, as applicable.

**Dy. Superintendent of Police, (HQ)  
Police Head Quarters,  
Daman.**

(Signature and seal of Bidder)

Dated: \_\_\_\_\_

**Contract Form**  
**CONTRACT FORM – CHAPTER 6 Rule 168 of GFR – 2017**

Bid ID No/ Contract No.

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To,  
 The Dy. Superintendent of Police,  
 Police Head Quarters,  
 Airport road, Nani Daman  
 Daman – 396 210

This Contract made on the \_\_\_\_ day of \_\_\_\_\_, (hereinafter referred to as the “**Contract Date**”) between the President of India acting through the Deputy Superintendent of Police, (HQ), Police Head Quarters, Daman & Diu and Dadra Nagar Haveli, Daman – 396 210 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s \_\_\_\_\_ a Company incorporated under the Companies Act, 1956 and having its office at \_\_\_\_\_ (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

**WHEREAS**

- A.** The Purchaser is desirous to procure **gymnasium equipments** for Police Department of Daman & Diu and had sought a financial offer for the supply of and installs the equipments.
- B.** With respect to the enquiry issued by the Purchaser \_\_\_\_\_ the Supplier had submitted its Financial Bid in an electronic format on the website of [www.ddtenders@gov.in](http://www.ddtenders@gov.in)
- C.** The Purchaser has accepted the Supplier’s Financial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the product and associated services at a total cost of Indian Rs.\_\_\_\_\_/ - (Indian Rupees \_\_\_\_\_ only).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
- 2. CONTRACT DOCUMENTS:**
- 2.1 The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -
- Exhibit-A: Tender enquiry No. \_\_\_\_\_ dated \_\_\_\_\_
- Exhibit-B: Supplier’s financial offer dated \_\_\_\_\_
- Exhibit-C: Supplier’s written clarification and confirmation letter dated \_\_\_\_ (if any)
- Exhibit-E: Purchaser’s Letter of Intent No \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

2.3 **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. **SCOPE OF WORK:** The Scope of Work shall include, supplying, installation of gym equipments as per the technical specification, Inspection, obtaining required certifications at the cost of vendor, transportation, scheduling of transportation, transit insurance, delivery at site, and any other services associated with the delivery of product, providing warranty services for the entire product.

4. **CONTRACT FINANCIAL**

4.1 The prices for supply of the product and other associated services is detailed specifically in the Supplier's Financial offer (Exhibit-B) read with Supplier's written clarification and confirmation letter dated \_\_\_\_\_ Exhibit-C). The Financial bid in Indian Rs.\_\_\_\_\_/ - (Indian Rupees \_\_\_\_\_only). This Financial bid including GST as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

4.2 GST@ ----- as applicable on items of Exhibit-C of the Contract.

5. The clauses / conditions of Contract mentioned in the in Chapter-2 & 3 shall accordingly be applied for this tender/contract.

6. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
Name:	Name:
Title:	Title:
Date:	Date:
	For and on behalf of The President of India
Witness	Witness
Signature:	Signature:
Name:	Name:
Address:	Address:
Date:	Date:

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**ANNEXURE- G**

**CHAPTER 7**  
**Other Standard Forms**  
**BIDDER PARTICULARS**  
**(Attach with Technical Bid)**

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Name of the Manufacturer(s)	
4.	Address of the Manufacturer	
5.	Name & address of the person to whom all references shall be made regarding this tender enquiry.	
6.	Year of Establishment	
7.	Kindly mention type of firm	<b>Public Ltd.</b> <b>Private Ltd.</b> <b>Partnership Firm/Trader /</b> <b>Authorised dealers /Distributors...</b>  <b>( Kindly tick mark appropriate)</b>
8.	Telephone	
9.	Fax	
10.	e-mail	
11.	Mobile No.	
12.	Total annual Turnover	
13.	Offered make / Model No. of if any of Gym equipment	
14.	GST Registration Number	
15.	PAN Card Number	
16.	Details of Aadhar Card No.	
17.	Name of the Bank/ Branch	
18.	Account No. of Bidder	
19.	Type of Account	
20.	IFSC Code of the Bank	
21.	MICR Code of the Bank	
22.	Signature	
23.	Name	
24.	Designation	
25.	Company Seal	
26.	Date :-	

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**CHAPTER 7**  
**BID FORM**  
**(Attach with Technical Bid)**

To,  
The Deputy Superintendent of Police, (HQ)  
Police Head Quarters,  
Daman & Diu and Dadra Nagar Haveli  
Daman  
396210

Sir,

**Having examined the bid documents of e-Tender for supplying and installation of Gym equipment at Police Head Quarters of Daman & Diu**

We, \_\_\_\_\_ offer to supply, deliver and install of all gym equipment mentioned in this tender document in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Financial Bid.

We undertake, if our bid is accepted, then the gym equipment will be delivered and supplied and installed at the police head quarters of Daman & Diu as per the schedule specified and as per the technical specifications of this e-Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Financial Bank in a sum equivalent to 10% of the Contract Financial for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/product under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

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**CHAPTER 7**

**G U A R A N T E E**  
**(Attach with Technical Bid)**

To  
The Deputy Superintendent of Police, (HQ)  
Police Head Quarters,  
Daman & Diu and Dadra Nagar Haveli  
Daman  
396210

**REF: e-Tender for supplying and installation of Gym equipment at Police Head Quarters of Daman & Diu**

Sir,

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the product, but shall expire **36 months** after their acceptance by the Purchaser.

The obligations under the Guarantee expressed above shall include all costs relating to repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the product which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

SIGNATURE AND SEAL OF BIDDER

SIGNATURE OF THE WITNESS

DATE \_\_\_\_\_

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**CHAPTER 7**  
**BID LETTER**

To  
The Deputy Superintendent of Police, (HQ)  
Police Head Quarters,  
Daman & Diu and Dadra Nagar Haveli  
Daman – 396210

**REF: e-Tender for supplying and installation of Gym equipment at Police Head Quarters of Daman & Diu**

Sir,

We declare:

1. a) That we are manufacturers / authorized distributors/Dealer / Firm of \_\_\_\_\_.  
b) That we/our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
2. We hereby offer to supply the product at the prices and rates mentioned in the Financial Bid at Chapter 5.
3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the supply of the product shall be completed at site within stipulated period from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
4. Terms of Delivery: The prices quoted are inclusive of all GST/charges up to delivery and installation at all the location (site) to be indicated by Daman & Diu Police Department.
5. We attach herewith the complete Bid as required by you and also attached the Check List.
6. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Financial Bids and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
8. Certified that the Bidder is:  
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.  
or  
a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.  
or  
a company and the person signing the tender is the constituted attorney.

**NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.**

9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Signature of the Bidder

Full address:

Telephone/Fax No. /Email address:

Details of enclosures:

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**CHAPTER 7**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**  
**(Attach with Technical Bid)**

To  
The Deputy Superintendent of Police, (HQ)  
Police Head Quarters,  
Daman & Diu and Dadra Nagar Haveli  
Daman  
396210

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** /DSPHQ/ GNL/ PHQ/ DMN/gym equipment/DD/ 18-19/

**Name of work:** **e-Tender for supplying and installation of Gym equipment at Police Head Quarters of Daman & Diu**

**Dear Sir,**

1. I/ We M/s. \_\_\_\_\_ have downloaded / obtained the tender document(s) from the web site(s) namely: \_\_\_\_\_ as per your advertisement and published on the [www.ddtenders@gov.in](http://www.ddtenders@gov.in).

2. I/We hereby certify that I/we have read the entire terms and conditions of this tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by with the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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**Pre-qualification Check List  
Other information for Bidder**

**CONTRACT FORM – CHAPTER 7 Rule 188 of GFR – 2017**

All the participating firms/companies are requested to upload/attach/send self attested legible documentary proof of the following **mandatory documents** with their bid. In the absence of any of the following documents, the bid will be disqualified/rejected straightway without any further clarification:-

<b>SI N</b>	<b>Description</b>	<b>Yes/No</b>
1.	EMD ₹. 1,00,000/- (One Lakh Only ) in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman Diu and DNH, Daman, Police Head Quarters, Daman Diu, Daman – 396210.	
2.	Tender fee ₹. 5000/- ( Five Thousand) in form of Account Payee Demand Draft, Banker’s Cheque Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of Deputy Inspector General of Police, Daman Diu and DNH, Daman, Police Head Quarters, Daman & Diu and Dadra Nagar Haveli, Daman - 396210	
3.	If the firms is registered with DGS&D/NSIC/MSME they entitled for exemption from submitting EMD subject to attach the legible copy of valid Registration Certificate with DGS&D/NSIC/MSME, in support of claim for EMD exemption. <u>However, Tender Fee shall mandatorily be sent in person along with physical bid cover along with the above mandatory documents within due date.</u>	
4.	Only GST (IGST/CGST/UGST) registered Manufacturer / OEM/Agency/Dealer are eligible to fill this Tender. Have the firm attached registration certificate?	
5.	All the firms/company shall physically submit and upload an <u>Undertaking</u> to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid.	
6.	The bidder shall have to submit an <u>undertaking</u> to the effect that they will provide Guarantee/Warranty for 03(THREE) years and maintenance of equipments for next 02 (TWO) years from the date of acceptance of store.	
7.	Whether the firm submitted Undertaking to the effect that product(s) offered by the firm is/are as per technical specifications of this Tender.	
8.	Whether the firm submitted / attached <b>Annexure “F”</b> on letter head of participating firm / Manufacturer / agency/ agent or not?	
9.	Whether the firm submitted / attached “Annexure G”?	
10.	Whether the firm submitted / attached “Annexure H”?	
11.	Whether the firm submitted / attached “Annexure I”?	
12.	Whether the firm submitted / attached “Annexure J”?	
13.	Whether the firm submitted / attached “Annexure K”?	
14.	Whether the firm submitted / attached work satisfaction certificate from client and details of completed similar type of work in three years, with list of client? Kindly attaché the details in Technical Bid.	
15.	Copy of PAN Card.	
16.	Details of Aadhar Card No.	
17.	Bank details as follows	
	Name of the Bank/ Branch	
	Account No. of Bidder	
	Type of Account	
	IFSC Code of the Bank	
	MICR Code of the Bank	

Signature of the bidder  
With Seal.

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