

SHORT TENDER CALL NOTICE

Sealed tender are invited for purchase of the following Gym equipments. The amount of EMD @1 % of the total Cost is to be deposited, by the intending bidders.

SI.No	Name of the item	Quantity
1	Tread mill (Motorized Commercial)	1 no.
2.	Multy gym	3 nos.
3	Leg Press	1 no.
4	Iron Plates (Various denomination)	4 sets
5	Iron Bars	2 nos.
6	Flat Bench press with rack	4 nos.
7	Dumb bell (Steel)(Various denomination)	4 sets
8	Dumb bell Stand	2 nos
9	Flexible Stepper (Cross trainer)	1 no.
10	Rowing Machine	1 nos.
11	Cycle (Commercial)	1 no.

The Tender Document may be obtained on payment of Rs.200/-between 11 AM to 4 PM on each working day from the Office of the undersigned at the address given below. Tender document can also be obtained by sending a self stamped (Rs.75.00) envelop of size not less than 35cm x 25cm along with a demand draft of Rs.200/- payable at Bhubaneswar drawn in favour of the Director, BPSPA-cum-I.G. of Police, Training, Orissa, Bhubaneswar.Details of the documents/ specification and requirements may be down loaded from the Website of BPSPA i.e www.bpspaorissa.gov.in and sent along with a DD of Rs 200/- payable at BBSR in favour of Director, BPSPA-cum-IGP.Trg Orissa, Bhubaneswar.

Bids submitted otherwise than the manner prescribed in the Tender document shall be rejected.

Tender Calling authority has right to accept or reject the tender (s) without assigning any reason thereof.

- 1. Date of sale of Tender Document 30.12.2010 onwards (between 10 AM to 5 PM on working days)
- 2. Last date of sale of Tender documents 10.01.2011
- 3. Last date of receipt of Tender documents 10.01.2011 at 5 PM.
- 4. Date of opening of the Tender documents 11.01.2011 at 11.00 A.M.

4. Address: - The Asst. Director,
Biju Patnaik State Police Academy,
At-Ranasinghpur, Post-Sarakantara,
Bhubaneswar, Orissa, PIN-751019.

ASST. DIRECTOR,
BIJU PATNAIK STATE POLICE ACADEMY,
ORISSA, BHUBANESWAR.751019
(SEAL & SIGNATURE)

GENERAL BID FORM

(TENDER CALL NOTICE NO.-----)

1. Name

Full Address Fax No. Telephone No. E-mail of the Firm

- 2. Legal status of the Firm
- Items for which you have Submitted the bid
- 4. Give the location and Address of your factory/firm
- 5. Have you enclosed the EMD ? If yes, mention the amount and its identifying details.
- 6. Have you enclosed all the documents and papers called for in this Tender document? Kindly enclose a list.(Use a separate sheet of paper)
- 7. If the answer to (10) above is 'no' which of the documents/papers called for in the tender document have not been enclosed.(kindly enclose a list of such documents/papers).(Use a separate sheet of paper, if necessary).
- 8. Do you have a post sales servicing center in Orissa If yes, give its name, full address Fax and Telephone No.

SEAL & SIGNATURE OF THE BIDDER.

SIGNATURE & SEAL OF THE TENDER CALLING AUTHORITY

TECHNICAL BID FORMAT

TENDER CALL NOTICE NO.----

SL.NO.	NAME OF THE ITEM	WHETHER OFFERED PRODUCT FULFILLS THE DETAILED TECHNICAL SPECIFICATION KINDLY ANSWER 'YES' OR 'NO'	OFFERED SPECIFICATION AND DETAILS OF DEVIATIONS, IF ANY.
		'YES' OR 'NO' ONLY	
1	2	3	4

SIGNATURE & SEAL OF BIDDER

FINANCIAL BID FORMAT

TENDER CALL NOTICE NO.-----

NAME OF THE ITEM:

8.

9.

1.	Price per unit including all the duties and levies. (Per unit in Indian Rupees)	
2.	Central Sales Tax	:
3.	Orissa VAT Regd. No	
4.	Entry Tax	
5.	Other charges (to be specified)	
6.	Total Unit Price of the Item	
7.	Total amount payable for supply of Entire quantity of the items mentioned in Tender document.	

Terms of delivery

Terms of payment

SIGNATURE & SEAL OF BIDDER

TENDER CALL NOTICE NO. ----TENDER DOCUMENT NO. -----

SPECIAL CONDITIONS OF THE CONTRACT

1. The Special conditions given here shall prevail over the General Condition.

2. <u>E.M.D.</u>

The Tender document shall accompany with a Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten thousands only) without which the tender shall be rejected. The EM Deposit instrument should be available outside the sealed covers of "Technical" and "Financial" bids.

3. QUANTITY

Sealed bids in this tender document have been invited for the supply of the items listed below. Detailed technical specifications of each item are available in the Annexure to "Special Conditions of the Contract" identified against each.

SI.No	Name of the item	Number/ Set	Technical Specification
1	Treadmill (Motorized Commercial)	1 no.	Speed -0.5 to 10 mph, Elevation-0 to 16%, Motor-3.0 Hp(AC) onwards, Drive System Magnetic Flux Vector Control System, Running Surface-500(W) to 1500 (L) onwards, Display Readouts-Time Speed, Distance, Calorie, Heart Rate, Workout Programme, User Weight Capacity-350 to 400 lbs, Running area should not be less than 60" x 21" of any reputed brand like True, Lexco, Stex, Cybex, Life Fitness, Matrix
2	Multi gym	3 nos.	Four Station Heavy DutyMulty Gym, Leg press – 150 kg. Lying chest press -100 kg., high lat pulley/ low row -75 kg., Butterfly – 60 kg. of any reputed make.
3	Leg Press	1 no.	Heavy duty friction less, nylon pulley, powder coated colour and good up holsery M S-95 Kg. Weight stag (minimum), Mainframe, 2" x 4" high tensile strength steel, Dimension -92 cm x 191 cm x 211 cm of any reputed brand Like Body solid, Precur, Matrix, Cybex
4	Iron Plates	4 Sets	20 Kg –One pair 15 kg–One pair, 10 kg - 2 pairs , 5 kg 2 pairs , 2.5kg2 pairs, 1.25 kg -2 pairs
5	Iron Bars	2 nos.	6 ½ feet Bar, 6 feet Bar. 5.6 feet bar, 5 feet bar, 4 feet Bar.
6	Flat Bench press with rack	4 nos.	Olympic Size

7	Dumb bell (Steel)	4 Sets	20kg pair, 17.5 kg. pair , 15kg. pair, 12.5 kg. pair , 10 kg. pair, 7.5 kg. pair.
8	Dumb bell Stand	2 nos	For keeping the items vide SI.7
9	Flexible Stepper (Cross trainer)	1 no.	Programmable self Generator cross trainer, (flexible Stepper), mechanical paddle adjustable for stride length, commercial 150 kg of reputed manufactures like Spirit, Octane, Cybex, True
10	Rowing Machine	1no.	Ergo metre, Ergonomic design with natural rowing, Olympic competition size and quality of any reputed brand. Like concept-2, First Degree, H-20.
11	Cycle	1no.	Upright spin Bike of reputed manufacture. Metallic heavy free wheel, seat adjustment, body learning adjustment, variable degree of resistance.

- 4. The quantities mentioned above are subject to variations. The rates quoted shall continue to be valid even if the quantities of items mentioned above are varied.
- 5. It shall not be necessary to bid for all the items above. The firms may bid for one or more of the items depending on their convenience and submit EMD accordingly. The items above do not necessarily consist of a single piece of equipment. It may be a composition of inter-connected or inter-related appliances. Bidding is not permitted for the components obtained by splitting an item. Bidding is also not permitted for a part of the quantity of an item indicated above.
- 6. The bidder shall submit along with this tender document a list of names, complete addresses. Telephone/Fax numbers of the customers to whom, the items, for which the bid has been submitted, have been supplied and installed in last three years, if any. A clear, unambiguous statement shall be made if an item has not been sold anywhere in India so far.
- 7. The supplies shall be delivered articles at the office of the Director, BPSPA-Cum I.G. of Police, Training, Orissa, BBSR at Ranasinghpur, Post. Sarakantara, PIN-751019
- 8. The supplies or equipments shall be tested / installed (if required) successfully at the cost of the supplier at all the places mentioned above.
- 9. After installation, working of the equipments shall also be demonstrated and expenses incurred on demonstration shall be borne by the supplier..
- 10. The supplier shall train the employees of the organization at their cost.
- 11. 5% of the cost of the stores, excluding taxes, in shape of Cash/FDR/irrevocable Bank Guarantee shall be deposited by the supplier for enforcing performance

warranty which will be returned after the performance warranty period is over, with or without deduction, as the case may be.

- 12. The supplies made shall be subject to a minimum period of warrantee of one year.
- 13. The supplier shall repair or replace at his cost any component of the supplies that may go out of order during the warrantee 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 equipments to the workshop of the supplier, it most be repaired and reinstalled successfully in its premises within a period of one week, failing so, replacement equipment in working condition shall be supplied till the return of the equipment.
- 14. Bidder intending to participate in the tender are required to submit Orissa VAT clearance Certificate in form No.612. When any bidder is selected from outside the State after observance of approved tender formalities, he may not submit VAT clearance certificate in form No. 612. However, before awarding of the contract, the said supplier from outside the state shall furnish an undertaking in form of an affidavit stating that they have no business in Orissa and have no liabilities under the Orissa VAT Act.
- 15. Other things being equal, preference shall be given to a bidder, who has opened his sale and service center in Orissa.
- 16. 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 the service call is placed.
- 17. Pre delivery inspection: Wherever applicable.

18. 100% payment will be made on delivery of supplies, successful installation and demonstrations subject to furnishing of "performance warrantee" as per Clause 11 above.

SIGNATURE & SEAL OF THE BIDDER

SIGNATURE & SEAL OF THE TENDER CALLING AUTHORITY

TENDER CALL NOTICE NO	
TENDER DTOCUMENT NO	

GENERAL CONDITIONS OF THE CONTRACT

- 1. The bidder/supplier should either be an original equipment manufacturer (OEM)or their agents/dealers authorized to sell supply and service their products. The latest authenticated documentary proof of this shall be submitted. The proof submitted earlier in some other context shall not be treated as valid and sufficient.
- 2. The tenders (also called bids) ,not submitted in prescribed format or in the prescribed manner, shall be rejected at the risk and responsibility of the bidder.
- 3. All the information as called for in the tender document should be submitted truly, clearly, legibly, transparently, unambiguously and without the use of abbreviations. It shall be submitted in English.
- 4. All the crucial figures, like, rates and amount should be written in figures followed by words in a bracket.
- 5. There shall be no over-writing in the tender document and other papers submitted. All the additions, alterations, deletions and cuttings should be initialed with rubber stamp (or seal) by the same person, who signs the tender document failing so, the tender may be rejected.
- 6. 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.
- 7. The rates quoted shall be valid for a period of one year counted from the last date of receipt of the bids or submission of tenders.
- 8. Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
- 9. For the companies and corporations making the bids, the tender document shall be signed by the Managing Director. If it is otherwise, the authority to sign the tender paper on behalf of the company/Corporation shall be enclosed. In case of Partnership Firm, it shall be signed by the active partner. In case of a Proprietary Firm the tender document shall be signed by the proprietor.
- 10. "Legal Status" of a bidder shall mean either proprietorship or partnership or private/public limited company or otherwise (to be specified), as the case may be.
- 11. All the documents and papers submitted with the bid should either be in English or Oriya and shall be authenticated under the seal and signature of the bidder unless specified otherwise in this tender document. If the documents are in any other language, a true translation in English, duly certified by an independent person of repute, shall be submitted.
- 12. All the promotional and technical literature of the products intended to be supplied should be submitted for proper appreciation of the bid, whether or

- not, specifically called for in this tender document. This literature should also be in English.
- 13. Submission of more than one competitive bid by the same Firm in response to the tender call notice is prohibited. All such bids except one, will be cancelled at the discretion of the authority calling the bids. A bidder may however, offer in his bid more than one product of the same original Equipment Manufacturer (OEM), if in his opinion all such products meet the prescribed technical specifications. In that case, he should submit "technical bids" of all such products separately but in the same prescribed format, in the same sealed single cover. Separate "Financial bids" should also be submitted similarly in the same sealed single cover (see below for the meaning of sealed cover).
- 14. Use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient.
- 15. All the information submitted or supplied in the formats of his tender document shall be presumed to be true to the best of knowledge of the bidder.
- 16. The firms not having the VAT Registration shall not be eligible for submitting the bids. Firms blacklisted shall also not be eligible for participating in the bid.
- 17. The VAT clearance certificate and Income Tax Clearance Certificate (ITCC) shall at least be submitted for the two preceding Financial year with reference to the current financial year.
- 18. Earnest Money Deposit (EMD), if called for, shall either be in the form of Demand Draft/Banker's Cheque of a Scheduled Bank payable at Cuttack or by pledging of NSC/FDR/Postal Savings Pass Book, all in favour of the D.G. of Police, Orissa, Cuttack. EMD shall be returned immediately after the rejection of a bid. The D.D./Banker's Cheque/NSC/FDR/Postal Savings Pass Book etc. shall be returned in original with or without reverse endorsement as required for the refund. EMD of the successful bidders shall be retained till the supplies are successfully delivered as ordered. After that, it shall be returned in the same manner as in the case of unsuccessful bidders.
- 19. This tender document has prescribed a two-bid format for submitting the offers. It contains the 'Technical' and 'Financial' bid formats. Both the bids shall be submitted in separate sealed covers identified as 'Technical' or 'Financial' bid after detaching their formats from this tender document. Both the sealed covers, the remaining part of this tender document and all the other papers/documents should be put inside a bigger sealed cover and shall be delivered as per conditions published in the tender call notice. All the sealed covers shall have boldly written with the name of supplier/bidder, the tender call notice number and the last date for submission.
- 20. The tenders or the bids can be sent by post or courier as well. However, the authorities shall not be responsible for the Postal and other delays in receipt of bids.
- 21. If the last date for receipt of the tender/bid turns out to be a holiday, it will automatically be extended to next working day.
- 22. The tender calling authority shall make arrangements in his Office for issuing a written acknowledgement, under proper seal and signature of the filled-intenders, provided those are submitted on or before the due date. The acknowledgement shall be issued even if the tenders are required to be

- dropped in a sealed box. The acknowledgement receipt shall mention, among others, the tender call notice number.
- 23. A bid submitted can not be withdrawn. The bidder or his authorised representative(one person only) will be allowed to be present at the time of opening of tenders. They will not participate in the discussions. Clarifications sought, if any, may be provided by them.
- 24. All or any of the tenders (or bids) submitted can be rejected without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.
- 25. The "Technical" bids shall be opened and scrutinized only in those cases, where the bidders have been found to have fulfilled all the prescribed criteria and conditions of this tender document other than technical specifications of the products. Only branded products shall be accepted unless otherwise mentioned in special conditions of the contract.
- 26. All the products, failing to fulfill the prescribed Technical specifications, will be rejected. Decision of the technical Committee in this respect shall be final and binding. A bidder can improve the technical specifications of the product offered before the opening of "Technical bids". Decision of the Technical Committee on, whether or not, the revised specification is an improvement, shall be final. Improvement in the technical specification offered as above, may be accepted or not at the discretion of the tender calling authority.
- 27. Not withstanding an offered product meeting the prescribed technical specifications, it may be rejected, if it has not been tried and tested or used in Orissa Police with satisfaction.
- 28. "Financial bids" shall be opened only in those cases, where one or more of the offered products have fulfilled the prescribed technical specifications. No preference or extra payment shall be admissible for the superior technical specifications or quality or the like, if any.
- 29. All the prices quoted shall be FOR Bhubaneswar, Orissa which means that the prices shall include the cost of delivery at Bhubaneswar if nothing otherwise is mentioned in the Special Conditions of contract.
- 30. Financial negotiations with firms other than the lowest bidder shall not be held without the prior approval of the Government.
- 31. The authorities are not bound to accept the lowest financial bid.
- 32. The order for supply may be placed on the successful bidders but the technical specifications (or quality requirements) for the purpose of supply shall be those, which were offered and accepted by the Technical Committee and not those specified in the tender document. It shall not be necessary for the Office of the D.G. and I.G. of Police to place a single order for the entire requirement. Order for the same item but on identical terms and conditions may be placed by different wings of the Office such that the total orders placed shall roughly correspond to the quantity mentioned in the tender document. The bills for payment shall be submitted accordingly, on different wings placing the order.
- On delivery, the supplies or products shall be inspected to verify the quantity and to see whether those are in accordance with the technical specifications (or quality requirements) for which the order was placed. If it turns out to be otherwise, the acceptance of delivery shall be refused at the risk and

responsibility of the supplier. Further, the articles found damaged shall not be counted as accepted until repaired or replaced to the satisfaction of the authorities.

- 34. Short deliveries may not be accepted. All the items ordered must be supplied in full, for claiming even the part payment.
- 35. All the transit risks shall be the responsibility of the suppliers.
- 36. User manuals of the product shall be supplied without being asked for and without being mentioned in the supply order. Moreover, it should be in English.
- 37. Failure to supply the order in full within the stipulated period may lead to forfeiture of EMD and blacklisting of the suppliers. If at all the delivery is allowed to be accepted after the due date, Liquidated Damages (L.D) @ 0.5% of the total amount of order (excluding taxes) per week or part thereof shall be charged so however that the L.D shall not exceed 5% of the amount of order.
- 38. The supplier shall submit an undertaking, given either by him or the OEM, committing to supply spare parts for the maintenance of the supplies for a period of at least 10 years from the date of delivery.
- 39. The supplier shall give a "performance warranty" for a minimum period mentioned in the special conditions of the Contract. 5% of the amount of the order, excluding taxes, or as mentioned in the Special Conditions of the contract shall be deposited in shape of FDR/irrevocable Bank Guarantee duly pledged in favour of the tender inviting authority and shall be returned after the performance warranty period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of supply and post sales commitments and obligations. The bank guarantee should be of the branch of a bank situated at Bhubaneswar and shall be enforceable and payable at Bhubaneswar.
- 40. 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.
- 41. Terms and condition of this tender document can not be negotiated for variation without obtaining the prior approval of the Government.
- 42. Entire tender document, duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidders.
- 43. All the disputes shall be subject to jurisdiction of civil courts situated at Bhubaneswar.

SIGNATURE AND SEAL OF THE BIDDER.

SIGNATURE AND SEAL OF THE TENDER CALLING AUTHORITY.