

GOVERNMENT OF GOA

OFFICE OF THE DIRECTOR GENERAL OF POLICE
PANAJI GOA.

TENDER NOTICE
No. PHQ/Accts./PA-III/ 03 /2009

The Director General of Police, Goa invites on behalf of Governor of Goa, sealed tenders for the supply of “**ALCOMETER WITH PRINTER**” from the capable owner/supplier/manufacturers in two different envelopes i.e. (1) Technical Bid and (2) Financial Bid.

Blank tender forms containing specifications and terms & conditions of supply can be obtained from Office of the Superintendent of Police Headquarters, Panaji Goa, against payment of Rs.1,000/- each (Non-refundable) on any working day **upto:04/12/2009**. The detailed tender form is also available on website <http://goagovt.nic.in/police>. or goapolice.org. Duly completed and sealed tenders form along with 2.5 % amount of the quoted value towards E.M.D. in the form of D.D. on any scheduled bank, payable at Panaji, shall be dropped in the Tender Box kept at PHQ,, Panaji, (Account Section) **upto 11:30 hrs. on 08/12/2009** which will be opened on the same day at **12:00 hrs.**

The tender submitted without EMD in the prescribed manner, will be summarily rejected. Right to accept any or reject all the tenders without assigning any reason thereof, is reserved.

GOVERNMENT OF GOA
POLICE DEPARTMENT

Tender Form No:

Receipt No:

For the supply of: -- **ALCOMETER WITH PRINTER**

Last date of: receipt of Tender: **08/12/2009 upto 11.30 hrs.**

Date of Opening: **08/12/2009 upto 12.00 hrs.**

Tender for the supply of - "**ALCOMETER WITH PRINTER**" are invited by Police Department as per the enclosed Annexure.

- 1) The tender should be sealed and super-scribed on the envelope "Tender for the supply of – "**ALCOMETER WITH PRINTER**" The tenders will be strictly accepted upto **11.30 hrs.** on **08/12/2009** as per the date and time mentioned in the tender notice. Tenders received after due date and time will not be considered. The Tenders will be opened in the presence of the tenderers/representatives present, if any, in the Office of the Inspector General of Police (Police Headquarters), Panaji Goa.
- 2) The tenderers should give their full name and address and in case of a firm, company or partnership firm, the names of the directors and partners, as the case may be, should be attached separately.
- 3) Tenders should contain the following documents:
 - i) The Earnest Money Deposits in the form of Demand Draft drawn on any Scheduled Bank, in favour of Director General of Police, payable at Panaji.
 - ii) Authority for exemption from submission of Earnest Money Deposit, if the tenderer is claiming exemption from payment of EMD.
 - iii) The valid Income Tax Clearance Certificate/Pan Number and Sales Tax clearance Certificate.
 - iv) Technical Literatures and Brochures confirming to the specifications.
 - v) List of organisations/Government Departments in Goa, to whom such system/items have been supplied lately. (Copy of supply orders may be invariably enclosed).

- vi) Furnish names and addresses of the Authorised and full-fledged maintenance/service centres available in Goa to attend to the service complaints within four hours, so as to avoid downtime of the equipments.
 - vii) Duly signed terms and conditions.
 - viii) Authorised Dealership certificate should be attached to the tender.
- 4) If the tenderer fails to submit the required documents as above, the tender is likely to be rejected at the discretion of the Director General of Police, Panaji Goa.
 - 5) Tenders should be accompanied by Earnest Money Deposit @ 2.5% of the quoted amount by way of crossed demand draft drawn in favour of Director General of Police, on any scheduled Bank, payable at Panaji. The EMD shall be forfeited if the tenderer fails to accept the supply order and to execute necessary agreement for the supply of articles. The tender without earnest money deposit will be rejected. EMD of successful tenderers will be adjusted against Security Deposit retained during warranty period of one year and will not attract any interest when in the custody of the department.
 - 6) Following categories of firms are exempted from payment of Earnest Money Deposits.
 - i. Government & Semi Government undertakings.
 - ii. SSI units permanently registered with the Director of Industries, Goa, for the items that are manufactured by them.
 - iii. SSI units registered with NSIC located anywhere in the country for the items manufactured by them.
 - iv. The Manufacturers/suppliers claiming exemption from payment of EMD should produce the necessary Registration Certificate from the appropriate authority.
 - 7) Tenders received without the copies of income Tax/Pan Number and sales Tax Clearance certificates issued by the concerned authorities are liable to be rejected.
 - 8) All scorings, erasures, etc. on the tender form should be initialled by the tenderer.
 - 9) Rates of each item are to be quoted separately. Sales Tax, Excise, Transportation charges, etc. should be indicated separately.
 - 10) The detailed specifications should be furnished.
 - 11) The tender should be strictly as per the specifications.
Extra parts/accessories may be quoted separately.
 - 12) The tender papers shall be signed by an authorised person under proper seal, which shall indicate in what capacity he is signing the tender documents. The tenderers

should also submit a "Power of Attorney" made in favour of the person signing the documents. There should be no overwriting in the tender papers and corrections, if any, shall be authenticated by full signature.

- 13) Rates quoted should be valid at least for six months from the date of Opening of the tender.
- 13(A) Rates should be quoted in the schedule of items annexed to the tender.
- 14) The materials/articles will have to be insured by the tenderer at his own cost to ensure safe delivery of the same so that the consignee is not responsible for the change/loss/damage of any goods in the transit.
- 15) The instruments/articles shall be guaranteed/warranted for at least 12 months trouble free service. The warranty period shall start from the date the instrument/articles are installed, tested, commissioned and found to be satisfactory.
- 16) If the items supplied are found to be of sub-standard quality and not according to the specifications approved by this office, the same will be liable to be summarily rejected.
- 17) The tender fee is not refundable and the tender form is not transferable.
- 18) The Director General of Police reserves the right to accept/reject any tender in part or in whole without assigning any reasons there of. His decision on the dispute in any way touching or concerning the tender will be final.
- 19) The rates quoted should be exclusive of Excise, Sales Tax, Freight, and handling, forwarding installation, Commissioning and comprehensive on site with a warranty for one year.
- 20) In case of acceptance of tender, security Deposits at 10% of total value of supply order should be deposited within five days from the date of issue of letter of acceptance of supply order in the form of demand draft or bank guarantee from a nationalised bank. The period of security Deposits will be equal to warranty period from the date of satisfactory commissioning of the system and other articles.
- 21) On acceptance of security Deposit or bank guarantee the detailed purchase order will be issued and party has to enter into an agreement with department within seven days of the supply order. The Draft agreement shall be provided by the department.
- 22) Schedule of supply: -The complete supply is to be done within 15 days from the date of issue of detailed supply order. The quantities mentioned are indicative. The actual requirements may increase or decrease at the time of purchase.
- 23) Late delivery charges: - For every week of delay in supplying, installation, commissioning and making over schedule, the compensation at minimum 0.5 percent of value of the goods remaining to be supplied after due date limited to maximum

10% of the estimated cost shall be charged, at the discretion of Director General of Police.

- 24) The parts under warrantee should be replaced within 24 hours.
- 25) Installation, Commissioning and testing etc. will be done by the tenderer and instruction booklets regarding installation should be given separately.
- 26) Any omission in furnishing the details required in the statement of compliance will lead to rejection of the tender.
- 27) Any dispute of differences of whatever nature arising between the parties out of or relating to the conclusion, meaning and operation for effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be final and binding on the parties.
- 28) **Force Majure** ; If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, Civil commotion, sabotage fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of GOD (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Government as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option, terminate the contract. Provided also that if the contract is terminated under this clause, Government shall be at liberty to take over from the tenderer at a price to be fixed by Government which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the tenderer at the time of such termination of such portions thereof as Government may deem fit excepting such materials

bought out components and stores as tenderer may with the concurrence of Government elect to retain.

- 29) The purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the purchaser.
- 30) Bank Commission towards drawal of bank draft relating to the payment of bill shall be deducted/adjusted from the payment due. Stores/equipments will be accepted only if found satisfactory after Inspection, at this laboratory. Equipments would be offered for inspection in one lot and in open condition, if required and the same shall have to be repacked in such a manner so as to be suitable for transport without any extra cost.
- 31) Rates should be quoted per 'UNIT' as specified in the schedule. Non-compliance will render the tender liable for rejection.
- 32) In the event of an order being placed with against the tender and failure to supply equipments in accordance with the terms and conditions of acceptance of Tender or to replace any stores rejected by this office or any person on his behalf within such time as may be stipulated, the Director General of Police, Goa shall be entitled to purchase from elsewhere without notice to the tenderer on the account, such equipments from any other source and at such price as the Director General of Police, Goa shall in the sole discretion think fit and if such price shall exceed the rate set out in the schedule to Acceptance of tender the tenderer shall be responsible to pay the difference between the price at which such equipments have been purchased by the Director General of Police, Goa and the price calculated at the rate set out in the schedule
- 33) **Extension of time:**
 - a) As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent to the Director General of Police, Goa for the required extension of time limit.
 - b) Without prejudice to the foregoing rights if such failure to deliver in proper time as aforesaid shall have arisen from any cause which the Director General of Police, Goa may admit as reasonable ground for 'Extension of Time' (and decision shall be final) and he may allow such additional time as he considers to be justified by the circumstances of the case.
 - c) Provided always that any failure or delay on the part of such contractors though their employment may have been sanctioned shall not be admitted as

a reasonable ground for any extension of time or from exempting the tenderer from any liability for any such loss or damage as aforesaid and provided further no extension shall unless application for it shall in the opinion of the Director General of Police, Goa. (Which shall be final) have been made in his opinion is justified.

- 34) The terms and conditions that appear in printed, cyclostyled or in any other form on the covering letter accompanying the tender will not be taken notice of for consideration.
- 35) The tenderer should disclose the quality, number and name of the manufacturer whose products are offered.
- 36) Sales Tax, Turn over Tax, Central Sales Tax, and Excise duty should be clearly stated.
- 37) Vague and conditional offer shall not be considered.
- 38) Tender will be rejected during preliminary scrutiny if it is not accompanied by complete technical data, literature, pamphlet for all the items quoted.
- 39) Tenderers should arrange, if required, practical demonstration of the instrument at their cost.
- 40) The Director General of Police, Goa, may find it necessary to do so, place repeated orders against the acceptance of tender, in case issued in favour of the tenderer, within a period of twelve months from the date of issue of Acceptance of tender, subject to same terms and conditions originally provided in acceptance of tender and the tenderer shall accept the same unless specifically stipulated to the contrary. In case of non-acceptance of repeat order, provision contained in failure and termination of contract clause shall be applicable.
- 41) The tenders will be submitted in two separate envelopes containing:

1. Technical Bid and 2. Financial Bid.

The Technical Bid should have following items:

- a) Copy of the receipt towards the payment of tender documents. In case of obtaining the details from website, the D.D. of Rs.1,000/- in the prescribed manner, should be deposited alongwith the technical bid.
- b) Earnest Money Deposit in the form of Demand Draft drawn on any Nationalised Bank, Panaji Branch in favour of Director General of Police, Panaji.
- c) Income Tax clearance Certificate/ Pan Number and Sales Tax Clearance Certificate.
- d) Registration of the Firms/Authorised Dealership.
- e) Documentary evidence of capacity to manufacture/import and supply within specified time.
- f) Specification of each items quoted along with the literature/brochures, if any.
- g) List of the Government/Semi Government Organisation to whom the products are supplied by the tenderer and the certificate of satisfactory supply by him and the certificate of satisfactory supply and performance.
- h) Authority for exemption of furnishing of E.M.D if the tenderer is claiming exemption from the payment of E.M.D.
- i) Name and address of the authorised and full-fledged Service Centre capable to attend faults including major complaints and all spare parts.

The Financial Bid should contain the following:

- a. It should contain details of each item and the rates quoted for each unit.
 - b. Taxes if any or clearly specify that the rates are inclusive of taxes.
 - c. Delivery period.
 - d. The items should be listed and the rates quoted in the same serial order as in the tender documents.
- 42)** The agreement, which will be submitted by the tenderer is subject to vetting by Law Department of Government of Goa and additions, alterations, suggested, if any, shall be incorporated in form of a new agreement.
- 43)** The Tenderer shall guarantee regular and timely supply for a period of three years of all the spare parts required for the normal working of the machinery tendered for.

Terms & Conditions as specified above are accepted by me/us.

SIGNATURE & STAMP OF TENDERER

A N N E X U R E

Sr.No.	Description of Equipments	Qty.	Rate.	Amount
01.	ALCOMETER WITH PRINTER	23		
TOTAL				

C O N S E N T

I / We hereby state that we have read, understood and agree to all the terms and conditions stipulated in the tender notice, before offering our rates for the items quoted herein.

Signature of the tenderer :
Name & complete address,
With contact number

Panaji:
Date :

S P E C I F I C A T I O N

ALCOMETER WITH PRINTER: -

The Equipment should be portable, hand held device based on digital operations with upgradeable firmware which can be customized by the user using dedicated PC based software supplied with the unit. The Alcometers should have advanced electrochemical fuel cell technology which produces accurate results with very low error. The machine should not be affected by other fumes like Acetone, Paint, Glue, Methane etc. at the levels found in human breath. The response time should be very quick, preferably below 20 seconds or faster. The recovery time between the two tests should be very less. The long term drift in the reading should be less than 0.02 mg/ liter per month. The Breath flow required for testing should be at the minimum at less than 25 liters and display should indicate Blood Alcohol Levels (BAC) in mg/100 ml. The machine should have built in Breath Test Data Memory of at-least 200 tests or better. The equipment must have sufficient number of communication ports (serial or USB) for connecting to the external computer for customizing the equipment. The display should be digital and showing multiple parameters including error messages etc. The Equipment should have visual indicators like LEDs and audible indicators like beepers for ease of operation. The Alcometer should have integrated illuminated key board for information entry and night readability. The machine should operate on rechargeable batteries (included with charger) which should be able to be charged through wall socket or 12 volts in vehicle battery supply (cigarette lighter socket) & also using 230 V AC Main Power. The Equipment should be able to withstand normal usage, shock and vibrations including minor drops. The Equipment should be in a sturdy case with all the accessories with in it. The printer should be plain paper preferably wireless with rechargeable batteries (include with charger) and print out should be customized for Goa Police requirements. Printers should be built in and the entire analyzer should be one unit. All connector cables, charger cables, Data cables, software CDs, instruction manual etc. is to be included as part of the equipment. The equipment should preferably have possibility off online data entry through a numeric keypad built on the machine with backlighting. LCD display to be back lit for night operations. The disposable samples tubes (minimum 100 or more pieces) to be included with the equipments. The sample tubes should be so designed that breath condensation or spit should not enter the equipment and corrupt the fuel cell. Calibration and testing certificates of any recognized authority of any Government to be enclosed. The fuel cell should have long life and should be part of the **comprehensive warranty for a period of not less than three years (36 months)**. Standard terms and conditions of AMC after post warranty term of 36 months should be indicated. Bank guarantee for the warranty period to be executed. The supplier should guarantee availability of all consumables like sample tubes, fuel cells, batteries, printer rolls etc. as well as guarantee onsite repairs with availability of spare parts. Calibration of the equipment must be certified and recalibration services with certificate be available after initial calibration. Actual equipment should be produced for demonstration purpose if qualified on technical grounds or when required by Goa Police.