

कार्यालय परिवहन आयुक्त, उत्तराखण्ड
सहस्त्रधारा रोड़, कुल्हान, देहरादून।

फ़ोन न०.0135 2608106 फ़ैक्स न०-2608108


संख्या- 942/प्रवर्तन/स०सु०/1-8(51)/2021

दिनांक: 19 मार्च, 2021

निविदा सूचना

परिवहन आयुक्त कार्यालय, देहरादून द्वारा कय किये गये 04 इनोवा वाहनों के फ़ैब्रिकेशन हेतु निविदा आमंत्रित की जा रही है। निविदा जमा करने की अन्तिम तिथि दिनांक 06-04-2021 को अपरान्ह: 2.00 बजे तक है।

इच्छुक निविदादाता निविदा प्रपत्र, परिवहन आयुक्त कार्यालय, उत्तराखण्ड से प्राप्त कर सकते हैं अथवा परिवहन विभाग की वेबसाइट transport.uk.gov.in से डाउनलोड कर सकते हैं। इस सम्बन्ध में कोई भी संशोधन अथवा तिथि परिवर्तन की सूचना केवल विभागीय वेबसाइट पर प्रकाशित की जायेगी।


(बिक्रम सिंह जन्तवाल,
वित्त नियंत्रक,
परिवहन आयुक्त कार्यालय।

**TENDER DOCUMENT
FOR
FABRICATION WORK
TO BE DONE ON
HIGHWAY INTERCEPTOR
BASED
INNOVA CRYSTA (TOYOTA)**

**TRANSPORT COMMISSIONER, UTTARAKHAND
KULHAN, SAHASTRADHARA ROAD, DEHRADUN**

Tender Call Notice

Purchase of High way Interceptor based on Innova.

Letter No.- 942/Enf/1-8(51)-04/2021

Date:-19 March 2021

Sealed bids from intending manufactures or authorized dealers /suppliers are invited for supply of 04 nos. of Highway Interceptors based on Innova, with demonstration and training to be used in the state of Uttarakhand for the purpose of Road Safety activities like detection of violation of rule by road users such as over loading, over speeding, drunken driving, dangerous driving, etc.

Interested manufactures /dealers may obtain the tender document from Office of the Transport Commissioner, Uttarakhand, Kulhan, Sahastradhara Road, Dehradun, in person or through their authorized agents during the office hours on dated 22-03-2021 to **06-04-2021 up to 4.00 P.M.** on payment of **Rs.5000./-+ 18% GST extra** (Rupees Five thousand only) (Non-refundable) by way of cash in the cash counter or by way of Bank draft/ Bankers cheque drawn in favour of Transport Commissioner, Uttarakhand, payable at Dehradun, Uttarakhand. Tender papers duly filled-in and complete in all respects should reach the office of the Transport Commissioner on or before date **06-04-2021 by 4.00 PM**. The technical bid shall be opened on the date 07-04-2021 at **3.30 P.M.** The bidders or their authorized representatives shall remain present during opening, of the tender. The sealed financial bids will be opened for only those who will be found suitable by the technical committee .The tender must be accompanied by the GST clearance certificate for the year 2019-20 along with **Rs.2,00,000./-** (Rupees Two Lakh only) as EMD (Refundable) by way of Bank Draft/Bankers Cheque drawn in favor of Transport Commissioner, Uttarakhand, payable at Uttarakhand .

The tender document can also be downloaded from website **www.transport.uk.gov.in**, on or after 22-03-2021 However, the tender submitted using download document must accompany a bank draft/bankers cheque of Rs. **5,000/-** (non-refundable) drawn in favor of Transport Commissioner, Uttarakhand, payable at Dehradun, Uttarakhand.

The undersigned reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Transport Commissioner
Uttarakhand

Introduction

The Transport Commissioner, Uttarakhand intends to have fabrication work done on four nos. of High way interceptor vehicles (Toyota Innova) which will be used by enforcement wing of Transport Department. The hi-tech interceptor would act as a tool of enforcement and road safety measure by the Transport Department for detection of the traffic rule violators and curb the menace of road accidents on high ways of the State. It will facilitate scientific analysis of recorded data for major policy decisions in traffic management.

TECHNICAL BID.

Profile of the Bidder.

Name of the Company			
Type of Firm			
Name of the Directors / Proprietors			
Name of Authorized Signatory for signing the bid.			
Registered office Address			
Year of Establishment			
Telephone Number(s)			
E-mail Address/website			
Fax No.			
Mobile Number of authorized signatory			
Registration Number under Indian Companies Act, 1956			
Detail of bid price (Bank draft or Banker cheque)			
Detail of EMD			
Warranty	Minimum 3 year		
Year wise rate of AMC after expiry of warranty	Up to total 5 years		
G.S.T. Registration number.	Reg. Number	Date	
Annual Turnover	Assessment	Amount in Crores Rs.	Audited

	Years	With CSPO Rate Cont.	Without CSPO Rate Cont.	Y/N
	2017-18			
	2018-19			
	2020-21			
Total Annual Turnover				
IE code(if product or parts are imported)				
Make of tendered item*				
Model No.of tendered item*				
*	<u>Bidders should quote only one model.</u> Technical bid not mentioning the offered Make / Model of the tendered item is liable for rejection.			

List of Equipments required for Interceptor

- i) Laser Based Range &Speed Monitoring System
- ii) Day/Night camera.
- iii) On board power supply.
- iv) Breath Alcohol Analyzer with camera.
- v) Vehicle customization and livery including outside graphics as per our requirement.
- vi) Roof Light Bar.
- vii) PA System/
- viii) **Equipment's should have 3 year+2year extended warranty.**
- ix) **Vehicle will be provided by Transport Department and offered for modification.**

Transport Commissioner
Uttarakhand

Specifications for Traffic Interceptor Vehicle Fabrication

S.N.	Description	Specifications
1.	Laser Based Traffic Speed Measuring system with facility to create high resolution motion and/or still image and should operate at day/night.	<ul style="list-style-type: none"> • Fully integrated class-I laser range up to 1000 meters • Weather System filter. • Speed measuring range up to 320km/hr. • Speed measuring Accuracy +/-2 KM/hr or better. • Laser beam width up to 3m X 3m at 1000mtrs • It should give GPS location and reference velocity. • Camera with motorized Optical Zoom up to 32X or better. • Fast auto focus. • Time, date, speed and GPS location should be superimposed on the image. • Capable of capturing preset speed violation on Digital movie . • Movie and still recording on integrated card SD Card or memory card (min 64 GB class 10) latest format also capable of capturing still image of speed and other violation. • Display 3.5-6.5 inches LED/LCD/TFT screed with better resolution in high definition. • Integrated compact unit with embedded firmware, provision for mounting on the vehicle. • Simple and user friendly auto, preset speeds and manual Mode. • Must work on vehicle cigar lighter socket. • Certification of US DOT or any equivalent standard in country of origin.
2.	Printer	<ul style="list-style-type: none"> • Printer capable of printing still images and video frames.
3.	Breath Alcohol Analyzer with camera	<ul style="list-style-type: none"> • Sensor: Fuel Cell technology highly specify for alcohol unaffected by other possible breath contaminants.

		<ul style="list-style-type: none"> • The system should have a color monitor LED/LCD/TFT 2-3.5 inch or better. Provision to enter name of offender and other information (using touch screen or keyboard) should be with the device. • Response time less than 10 second or better. • Recovery time less than 30 second or better. • Detection range 0 to 400 mg/100ml BAC. • For range 0-100ml/100 Accuracy +/-5% or better. • Memory to store around a minimum of 10000 test reading or better. • Power supply to machine using lithium ion battery (mm1500 mAH) or better, please indicate how many tests can be conducted with battery fully charged. • Working temperature 0-50 degree C. • Active and blow free passive test mode for screening should be supported. • Blow pipe should use check valve mouth piece to enhance hygiene and to safe guard the equipment. • Computer interface for outside world connectivity (using , USB) • Dot matrix/Thermal printer (wireless/Bluetooth connectivity) having its own lithium rechargeable battery for adequate working time and reliability. • Calibration has to be done by the supplier/manufacturer using standard calibration kits at the premises where deployment has been done. • Test certificate from the manufacture/Govt. approved third party/international approved agencies should be supplied with the material. • Update software release, if any, should be provided free of cost during the warranty period. • The weight or the device (without printer but with battery) should be less or equal to 250g.
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		<ul style="list-style-type: none"> • As far as possible the device should be certify that the product has been used for law enforcement in India with valid proof. • Printer should able to print photograph of traffic law violator.
4.	Roof light Bar	<ul style="list-style-type: none"> • Water proof polycarbonate non-fading unbreakable blue/red lenses.
5.	Siren-cum-PA System with Mike	<ul style="list-style-type: none"> • Multi tone siren with 80 watts speaker horn integrated in light bar.
6.	Shield maintenance free battery	<ul style="list-style-type: none"> • 12V-65 AH SMF battery.
7.	Custom designed Auxiliary power unit (APU) containing Mains battery charger, & on board battery charger, inverter and battery bar graph	<ul style="list-style-type: none"> • 220 VAC-13,6VDC/10A switching type charger, DC-DC converter/ charger 12V/10A rated CD/CI type suitable to charge 12V/65 AH battery through existing alternator of engine.
8.	Custom mounting for laser video system	<ul style="list-style-type: none"> • Must be suitable for mounting laser enforcement system at the back of the vehicle.
9.	Exterior vehicle painting	<ul style="list-style-type: none"> • 2-K PU paint as per ministry of shipping road transport and highways (MORTH) interceptor standards and certified branding scheme.
10.	Reflective/Metallic Graphics, Livery and signage	<ul style="list-style-type: none"> • Combination of 3m/ Inter adhesive/ Reflexive / LG/ Nikalite reflective / vinyl / metallic signage materials.
11.	Spot Lamps	<ul style="list-style-type: none"> • Spot lamps on vehicle bumper.
12.	Rear Custom Console	<ul style="list-style-type: none"> • Custom design fabricated in medium density fiberboard duly laminated and well mounted for automobile use.
13.	Custom controls, interconnect cables, wiring harness, connectors/ couplers/ sockets, replays, switches, protection devices etc.	<ul style="list-style-type: none"> • Custom quality cables duly harnessed and related connectors duly crimped. Replays and fused/ short circuit proof circuits. Interlocking with ignition switch for power drain protection.

14.	Assorted parts, hardware and accessories viz. tail view mirror, fan, fire extinguisher, insulated water canister, first, dust covers etc.	<ul style="list-style-type: none"> • Assorted/ miscellaneous brands of accessories and conveniences of best suited/ available specifications.
15.	System Integration	<ul style="list-style-type: none"> • Designing installation, customization to specification, system integration, testing, training, orientation.
16.	Day and night Megapixel camera	<p>The system should record video when required by Transport department officer the system should be safeguard Transport Department officer on move by providing complete video recording of the event.</p> <p>Transport officer can move camera to any side depending on his target area or suspect area and record video.</p> <p>Specifications of Camera:</p> <ul style="list-style-type: none"> • Sensor: Progressive scan 3 megapixel 1/3 CMOS sensor or large with higher MP sensor. • Max. resolution: 1920X1080@30 fps or better. • Multi element glass lens (say five or more) • Bit rate: 15 Mbps or better. • Aperture :F/2.0 or better i.e towards F/1.4 • GPS with the camera. • Advanced WDR support for Capturing details must accurately under difficult lighting conditions. • Angle of vies: 120 degree diagonal or more. • Video format: MOV or other standard formats. • Should supported 32 MB Micro SDXC cards class 10 or more. • Time, date, Speed, GPS stamp on video. • Loop recording, auto on/off, G sensor. • Interfaces: H.D.M.I, USB 2.0 A.V. or other standard. • The video quality should be excellent at day and very good at night.

		<ul style="list-style-type: none"> • High ISO (say up to 2500 or more) support for night video there should be provision of 3D noise reduction for night video. • Circular polarizing filter that minimizes reflectors advisable with camera for day recording(optional) • Fast boot-up time. • Wi-Fi optional. • HEVC (High Efficiency video coding) 111.26 compression technology or latest. • Provision to automatically record when vehicle starts and turns off when vehicle turns off. • Provision for Microphone mute facility. • Operational temperature- 10⁰C to 50⁰C. • Vehicle power charger- 12-24V. • Camera should support time lapse recording function based on adjusted frame rates.
17.	Mobile Digital Video Recorder.	<ul style="list-style-type: none"> • Multi channel mobile DVR (min 4 channel with 1 TB internal memory or in house memory with display (14 inch) and processing unit with control accessories, etc. • Vibration and shock proof as per international standard.
18.	Accessories	<ul style="list-style-type: none"> • Reading light- focused LED. • Insulated branded water canister 10 Ltr made of stainless steel. • Dust cover- PU coating material with strips to tie. • Two CO2 based refilling ABC category fire extinguished 500 gms must be ISO certified. • Fan. • 2 Nos traffic sign light. • 01 LED type dragon light.
19.	LED Signage	<ul style="list-style-type: none"> • LED Signage, all weather, high bright, programmable.
20.	Warranty period and AMC	<ul style="list-style-type: none"> • All the equipments and artifacts should have minimum 03 years onsite warranty and

		comprehensive AMC for 02 years.
21.	Qualifying clauses	<p>To quality for technical bid the company should have the following pre-bid qualifications.</p> <ul style="list-style-type: none"> • Provided the same to the other transport department in India. • Three year comprehensive warranty for all parts in the system.
22.	On side delivery/transit insurance/ commissioning.	
23.	The respective Bidder shall demonstrate all the components prior or during the tendering stage.	

3- Tenderer should submit comparative chart in the following format on the for each item-

S.N.	Specification of tendered item	Complied Y/N	Specification of item offered by the tenderer

***Special/Additional feature should be mentioned below this comparative chart.**

Signature of the fabricator /dealer/authorized person-

Office Seal-

Transport Commissioner
Uttarakhand

COMMERCIAL BID

Profile of the Bidder.

- 1- Tender should submit separate Commercial bid for each item in the following format clearly mentioning each and every details of the price bid:-

Name of the Company				
Type of Firm				
Name of the Directors / Proprietors				
Name of Authorized Signatory for signing the bid.				
Registered office Address				
Year of Establishment				
Telephone Number(s)				
E-mail Address/website				
Fax No.				
Mobile Number of authorized signatory				
Registration Number under Indian Companies Act, 1956				
Detail of bid price (Bank draft or Banker cheque)				
Detail of EMD				
Warranty	Minimum 3 year			
AMC after expiry of warranty	Up to total 5 years			
G.S.T. Registration number.	Reg. Number	Date		
Annual Turnover	Assessment Years	Amount in Crores Rs.		Audited Y/N
		With CSPO Rate Cont.	Without CSPO Rate Cont.	
	2017-18			
	2018-19			
2020-21				

Total Annual Turnover	
IE code(if product or parts are imported)	
Make of tendered item*	
Model No.of tendered item*	
*	<u>Bidders should quote only one model.</u> Technical bid not mentioning the offered Make / Model of the tendered item is liable for rejection.

2- Price schedule should be following format-

S. N.	Name of item	Make/ Model No.	Basic Price	Education Cess	GST	Transport charges	Other Charges	Final price including of all these charges

3- Total cost of fabrication work on 01 Interceptor vehicle –

4- Expected time of delivery-

Signature of the fabricator /dealer/authorized person-

Office Seal-

Transport Commissioner
Uttarakhand

Note-

The tender is non-transferable. The following points should strictly be observed while filling up the form.

- (i) The costs indicated for item should be for Dehradun, inclusive of all taxes, levies, freight etc.
- (ii) total cost for the full quantity to be supplied will be clearly indicated. Incomplete quotations will be rejected.
- (iii) The price quoted must be in figures and in words and should be in Rupees (INR).
- (iv) The price quoted must be inclusive of supplying the item anywhere in Uttarakhand. No request of extra payment of transportation charges and delivery at single or one or two destination will be entertained afterwards.
- (v) The warranty period and AMC of the tendered item should be mentioned in the Commercial envelope.
- (vi) Conditional offers and offers qualified by such vague and indefinite expression such as "Subject to immediate acceptance, "Subject to prior sale" etc. will not be considered.

Transport Commissioner
Uttarakhand

**INSTRUCTIONS RELATED WITH TECHNICAL AND COMMERCIAL
BID-**

1- Evaluation Criteria

The committee guidelines for evaluation of offers will be as follows:-

- a- Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender technically as well as financially.
- b- The lowest 'Acceptable' tender shall be considered further for placement of contract/supply Order after complete clarification and price negotiations as applicable. The lowest bidder (L1) will be decided on a cost of the complete work of fabrication on vehicle.
- c- Delivery within stipulated time of signing contract shall be accepted.

2- **Option Clause**: - The contract shall have an option clause, wherein the buyer can exercise an option to procure an additional **50%** or less by **50%** of the original contracted quantity in accordance with the same terms and conditions of the present contract. This shall be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. The department shall be at liberty to exercise or not to exercise the option.

3- **Financial offers** will be opened only of those firms, whose technical offers have been found suitable after technical evaluation (documents & samples).

4- The **Financial Offer** will be opened by a committee. Further negotiations will be made only with the lowest bidder (L-1) as determined by the committee.

5- The Purchaser/Accepting Officer

On behalf of the Governor of Uttarakhand "The chairman of Purchase Committee of **Transport Commissioner Office, Kulhan Sahastradhara Road Dehradun.**", will be the accepting authority after departmental approval by the competent authority. **The purchaser has the sole discretion to accept or reject any tender without assigning any reason.** Once the supply order has been placed, it will be the Vendor's responsibility to supply all the items. Any conditions/terms given in the technical or commercial bids by the vendors will not be binding on **Transport Commissioner Uttarakhand**. All terms and conditions for the supply, delivery, testing and acceptance, payment, and penalty will be as given herein and no change in terms or conditions by the vendor will be accepted. Alterations if any, in the tender document should be attested properly by the vendor, failing which the tender will be rejected. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to the submission of the bids on Tele 0135/2608106 and Fax No. 0135/2608108, *email-rscelluk@gmail.com* or through letter to the Chairman Purchase committee.

6- INSPECTION

a- The inspection of samples regarding feel, finish and departmental suitability will be done by the Technical/purchase committee at the technical level. Only approved samples will be considered further.

b- The inspection of raw material before manufacturing of items may be done by the committee of

officers in the premises of manufacturer to ensure the quality of material according to specification. This time will be included in delivery period.

c- On receipt of items the manufactured items will be subject to inspection, to ascertain that they confirm to the specifications as laid down in the supply order, by the Committee of Officers detailed by the Department. In case the items ordered on receipt are not found to be conforming to the laid down specifications, the defective items will be removed and replaced by items of the correct specification by the supplier at his own expense **within a period of 15 days** of inspection.

- 7- **Delivery of items-** will be at a location to be intimated in supply order. The items will be subjected to the acceptance testing procedure to test the individual components of items. The specifications of the items should be in confirmatory with the details provided by the vendors as per the given specifications. The user would issue a copy of Inspection Note on successful completion of acceptance testing/inspection. The date of issue of acceptance certificate would be deemed to be the date on which the warranty will commence for the entire systems.
- 8- **Security Clause:-** To ensure due performance of the contract, the performance security deposit is to be obtained from the successful bidder who has been awarded the contract. On finalization of lowest Tender on opening of commercial bid/Tender or after price negotiation, the lowest tenderer will be intimated of this fact and will be required to submit a **Security deposit of sum of 10% of the value of the proposed supply order in the form of F.D.R in favor of Transport Commissioner Uttarakhand Dehradun within 07 days.** On receipt of above security money the supply order will be issued within 07 days. In the event of non receipt of security deposit within 07 days of issuance of written intimation to the tenderer, the supply order would not be issued and earnest money is liable to be forfeited. The supply order will be issued only on receipt of Security Deposit of contract.
- 9- **Liquidated Damages:-** If the vendor fails to supply in full all deliveries with accessories, equipment and its components or fails to complete the implementation within the stipulated period in accordance with the supply order, the vendor shall pay to the purchaser liquidated damages @ 0.5 % to the value of the E- Tender for each completed weeks of delay up to the maximum of 10% to the value of the Tender. There after the buyer will have the right to terminate the supply order. In case of such delay beyond ten weeks the buyer will have the option to explore the market at the vendor's risk and cost. The mode and method of such risk purchases will be at the total discretion of the buyer i.e. The Chairman of purchase committee.
- 10- **Method Of Payment Of Liquidated Damages(L.D.):-** The amount charged as liquidated damages shall be charged by the department before paying the amount due to vendor. If the amount of such LD exceeds the payment due to the Vendor, the Vendor shall within 30(Thirty) days make payment to the customer in full for final settlement of claims, failing which the Bank Guarantee will be encased to make good the amount exceeding the payments due to the Vendor.
- 11- **Laws Governing TheContract:-**
 - a- This contract shall be governed by the Indian laws in force.

b-The marking of all items supplied must comply with the requirements of the Indian Acts relating to trade and merchandise marks and of the rules made under such acts.

c- Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.

12- **Jurisdiction Of Courts:-** The courts of the place from where the acceptance of Tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

a-In event of any breach or of default in all or any of the conditions set for in this contract, the purchaser may take and forfeit to itself any part there of or the whole amount of payment still due to the firm. As it may in its absolute discretion to compensate, reimburse or Indemnity in respect of loss or damage or inconvenience caused by reason of breach of default.

b-Action set for in Para 34 above shall not in any way affect, limit or extinguish any remedy or relief to which the purchaser may at any time be lawfully entitled against the supplier and the above actions shall not be deemed to relieve the supplier from any suit proceedings or prosecution to which he may be liable under any law for time being in force in respect of anything done by him or omitted.

13- **ADDITIONAL QUESTIONNAIRES:-** Tenderers should answer all questions given in the tender documents in addition, the following question should also be answered. If the questions are not answered or documents not enclosed with Tender, the tender is liable to be ignored.

a-What is your guaranteed schedule of delivery ?

b-Have you offered the items conforming fully with the tender enquiry specification? In case they are not, the extent of deviation should be indicated.

c-Have you offered packing as stipulated? If not, please indicate the details of packing you intend to offer.

d-Are you ever been blacklisted as a supplier by any buyer agency/deptt ? If yes, give details. (Additional paper sheet, properly signed and stamped, may be used to answer above questions.)

14- **Permanent Account Number-** Submit your Permanent Account Number allotted by the income tax department along with a photocopies of the **PAN Card application/PAN Card, GST Registration** and audited balance sheet for the last three years with the technical bid. (Not earlier than the F.Y 2017-18)

15- **Banker Details-**Name and full address of your Banker(s).

N.B. All the above questions must be answered. The liability for furnishing correct information in the Tender document shall rest exclusively with the bidder. If at any stage, any information furnished in the bid document is found to be false concealing or incorrect, the bidder shall be disqualified from the bidding process and no representation in this regard shall be entertained.

Transport Commissioner
Uttarakhand

General instruction:

1. All correspondence enquiry in this regard should be made to the following address in writing/ by fax/ post/ courier.

Transport Commissioner Office, Kulhan, Sahastradhara Road, Dehradun, Uttarakhand - 248001

Tel: 0135-2608106

Fax: 0135-2608108

e-mail: rscelluk@gmail.com

2. The firm intending to participate in the tender should be authorized dealer/ supplier. The authorized dealer/supplier should submit the certificate of authorization in force.
3. The successful bidder has to do fabrication work on the vehicles on the interceptor vehicles as per the specification mentioned above. After completion of the fabrication work, the interceptors shall be delivered at the office of the Transport Commissioner, Uttarakhand.
4. Each bidder is required to deposit an earnest money (EMD) of Rs2,00,000/- (Rupees Two lacs only) in the form of a Bank draft/ Banker's cheque drawn from a nationalized bank in favor of "Transport Commissioner, Uttarakhand" payable at Uttarakhand. The **EMD** shall be refunded to all the unsuccessful bidders on finalization of the tender without any interest.
5. The bidder should submit up to-date VAT/ST clearance certificate from the competent authority along with the tender document.
6. The bidder must have experience in fabrication work done on vehicles of Govt., semi-Govt., Corporate or private institutions.
7. The bidder should submit the tender in three separate envelopes covering EMD, Technical bid and financial bid separately giving full details with supporting documents as required. Each envelop is to be sealed separately super scribing
 - a. EMD for Interceptor
 - b. Technical bid
 - c. Financial bid respectively.

All these three envelops should be kept in a big cover super scribed with "Tender for purchase of Interceptor".

8. The technical bid envelope should contain the technical details such as their proven record of earlier experience in delivering similar equipments to other Govt., semi- Govt., Corporate or private institutions, authorized certificate of products from the manufacturers, VAT/ST Clearance Certificate, terms and conditions of supply ,warranty and payment mode etc. and the specification of different part of the equipment .
9. The bidder should submit a commercial bid in a separate envelope containing item-wise value and its total value. This envelop will be opened in the presence of agency's representatives(one per agency) for only those agencies who have been found technically suitable .The price should indicate taxes and duties applicable i.e. whether VAT/ST/Excise duty /Entry tax is inclusive of or not.

10. The envelope containing EMD and the envelope containing financial bid will be opened on date **07-04-2021 at 3.30 P.M.** at the O/o Transport Commissioner, Uttarakhand in the presence of the bidders or their authorized representatives.
11. All documents submitted should be signed by the company's authorized signatory/self-attested with seal of the company.
12. Incomplete, illegible, unsealed and unsigned tenders shall be rejected.
13. Any applicable discounts should be clearly indicated in the offer and no further correspondence on this count shall be entertained.
14. The rate/s finalized through this tender will be operative for a period of 12 months.
15. Submission of more than one tender by the same agency under different names shall be rejected
16. Bidders giving insufficient particulars are liable to be rejected.
17. All tenders should be made in English. Documents attached other than English should have attested copies translated in English.
18. Request from the bidder for additions, alterations, modifications and corrections with regard to terms and conditions or rates after opening of the tender shall not be considered.
19. The bidder shall make his own arrangement for supply of the Interceptor (after finishing of fabrication work on the same) according to the instruction of concerned authority of the office of Transport Commissioner, Uttarakhand.
20. Bidders and their representatives are advised to refrain from contacting or influencing, by any means, the officials relating to finalization of tender during the bidding process. The purchaser, if necessary, will obtain clarification on the tenders by requesting such information from any or all bidders either in writing or through e-mail as may be necessary.
21. Modification of specifications or extension of closing date of tender if required will be made by an Addendum which will be made available in the website www.transport.uk.gov.in
22. The tender with overwritten or erased or illegible price or prices not shown in figures and words in English will be liable for rejection. In case of any discrepancy between words and figures noted against each items of the tender and between unit rates and the total amount, the decision of the competent authority accepting the tender will be final and binding on the renderers. Total of each item and total of the whole tender should be clearly indicated. Clerical and arithmetical errors may result in rejection of the tender.
23. The tender shall be fully in accordance with the requirement of the general terms and conditions and the technical specifications attached hereto.
24. Conditional offers and offers qualified by indefinite expression shall not be considered.
25. Transport Commissioner reserves the right to reject any or all of the tenders without assigning any reasons there of.
26. The delivery schedule for fabrication work on Interceptors and delivery of the same will be **30 days** from the date of issue of the purchase order. All the interceptors must be

delivered with complete fabrication work and in good condition. If these are not delivered within the prescribed time period, a penalty at the rate 0.5% of the total cost of the fabrication work will be charged per day from the supplier. The supplier shall make his own arrangement for delivery of the interceptors at Office of the Transport Commissioner, Uttarakhand.

27. **The successful bidder shall furnish a performance guarantee @ 10% of the purchase cost in the form of Bank guarantee** in the name of the Transport Commissioner, Uttarakhand. The Bank guarantee should cover due fulfillment by the successful bidder of all the terms and conditions of the contract inclusive of guarantee to the purchaser on the delivery and commissioning of interceptors, the restitution of advances of the supplier in advance of delivery in case of non-delivery and the contractor's failure to comply with the warranty and guarantee provisions, the Bank guarantee shall be forfeited by the Govt. This Bank guarantee shall remain valid till end of warranty period.
28. The price quoted should be firm and in Indian Rupees for delivery at the destination.
29. 90% of the contract price shall be paid on successful delivery demonstration and training. Balance 10% will be released after 3 months of successful functioning of the equipment from the date commissioning.
30. Delivery/installation/commissioning period quoted in the tender should be guaranteed under a penalty @ 0.5% on total value of the interceptors per day of delay. The order will be cancelled if the work is not completed within **60 days** from the date of issue of purchase order. The purchaser reserves the right to cancel the order in full or in part. In the event of such cancellation, the purchaser will have the right to collect penalty from the performance guarantee. However, for valid reasons revised delivery schedule may be accepted at the sole discretion of the purchaser.
31. On detection of any fault in the interceptor, the officer in charge of the interceptor will intimate to the bidder's call reporting center over telephone/fax/e-mail. The call must be attended within 48 hours and rectify the defect within 72 hours of call booking.
32. The fabrication work done (including devices assembled in the vehicle) on the interceptor should have comprehensive warranty on site and guaranteed for satisfactory operation for a period of **24 months** of equipments only from the date of commissioning. The supplier on free of cost should rectify the defect noticed if any within this period, provided such defects are due to faulty design, bad workmanship and bad materials used. If the equipments other than the vehicle in down beyond 72 hours of complaint and the supplier fails to provide repair facilities then penalty @ 0.5% of the cost of interceptor will be charged per week or its fraction from the supplier.
33. The Vendor shall provide required capacity building training for operational and maintenance activity at their own cost to at least 20 personnel selected / deputed by the State Transport Authority, Uttarakhand at purchaser location with books and reference materials designed specifically for purchaser requirement. The quality of training must be high and at least 80% people attending the training must rate satisfactory in the feedback,

which needs to be collected after training by the Vendor. If the rating is below satisfactory for 50% of the participated trainees, the training may be re-conducted with a change in approach with good quality training materials and well qualified trainer by Vendor without any extra cost to the purchaser.

34. Risk of transportation will be borne by the Vendor.
35. If the supplier desires to appeal against any matter, he shall do so to the Transport Commissioner, Uttarakhand who's decision in consultation on such matters shall be final and conclusive.
36. The purchaser may alter the total no. of Interceptor units to be purchased at the time of placing of orders, may split orders among more than one bidder.
37. As per the date, time and place fixed by Transport Commissioner Uttarakhand in tender enquire para-1 all participating vendors will be asked to demonstrate the equipments before the technical inspection committee on **“No cost, No commitment basis”**.
38. Transport Commissioner reserves the right to modify the specifications, if any in consultation with the supplier.
39. Dispute, if any, arising out of the contract shall be filed by either party in a court of law to which the jurisdiction of the Hon'ble High Court of Nainital extends.

Transport Commissioner
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DECLARATION

- 1- I/we hereby declare that I/We have read the terms and conditions of the tender and agree, abide by the same and by the decisions of the purchaser as per these terms and conditions. No conditional clause in the quotation is acceptable. All offers will be considered without prejudice to the rights and privileges of the purchaser.
- 2- I/ We acknowledge that I/We have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies/Services required under the contract will have to be made or furnished and with all the terms clauses, conditions, specifications and other provisions of the contract and I/We shall not plead ignorance of any of these as an excuse in case complaint against or rejections of supplies/services supplied by me/us with a view either to asking for enhancement of any rates agreed to in the contract or to evading of my/our obligation under the contract.

3- Dispute Resolution Mechanism:-

If the dispute of any kind whatsoever arises between the buyer and the vendor in connection with or arising out of contract will be resolved in the first place by The Chairman, Purchase Committee. The committee may co-opt any other officer, if required, for dispute resolution. This committee will serve as Dispute Resolution Board for the purpose.

4- Arbitration:-

- a- All questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion of abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
 - b- An officer, not below the rank of Dy. Transport Commissioner will be appointed to act as arbitrator by the Transport Commissioner Uttarakhand. The Transport Commissioner will be appointing authority for an arbitrator.
 - c- In extreme case, the request to appoint an arbitrator or panel of arbitrators may be sent to State Government. In this case the arbitrator will not be below the rank of Additional Secretary to the State Government.
- 5- Liquidated damages may be imposed for defaults/inordinate delay on the part of the supplier who is also liable to be blacklisted.

- 6- No representation shall be accepted after opening of financial offer.
- 7- The tender document includes detailed instructions for the bidders. These should be complied by the vendors while submitting the tender.
- 8- The Transport Commissioner Uttarakhand is empowered to accept or reject any tender without assigning any reason.
- 9- **All the rules and guidelines for procurement of goods issued by the Uttarakhand Government will be applicable.**

**Transport Commissioner
Uttarakhand**