

# ODISHA POLICE



**REQUEST FOR PROPOSAL**  
**For**  
**SELECTION OF AGENCY FOR SUPPLY OF**  
**HANDHELD THERMAL IMAGER.**

**Odisha State Police Headquarters,  
Buxi Bazar,  
Cuttack - 753001**

### **Disclaimer**

This RFP document is neither an agreement nor an offer by the Odisha Police Department, Government of Odisha, (hereinafter referred to as Odisha Police and/or "Authority") to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

Authority does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document and it is not possible for the Authority to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by authority in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

Authority will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Odisha Police Department or their employees, any Selected Agency or otherwise arising in any way from the selection process for the Assignment. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

Authority will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that is bound to select a Bidder or to appoint the Selected Bidder for the services and the Authority reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.

The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Authority reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the on the Odisha

Government e Procurement System website: <https://tendersodisha.gov.in>

## Contents

<b>TENDER SCHEDULE .....</b>	<b>6</b>
<b>SECTION I – INVITATION FOR BIDDERS (IFB).....</b>	<b>8</b>
ODISHA POLICE DEPARTMENT.....	9
1) Background.....	9
2) Project Benefits.....	9
<b>SECTION II – INSTRUCTIONS TO BIDDERS (ITB).....</b>	<b>11</b>
Introduction.....	12
Tender Documents.....	12
Preparation of Tenders.....	14
Submission of Tenders.....	18
Tender Opening and Evaluation of Tenders.....	19
Award of Contract.....	22
<b>SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC) .....</b>	<b>25</b>
Definitions.....	26
Application.....	26
Standards.....	26
Use of Contract Documents & Information; Inspection & Audit by the Govt.....	26
Inspections and Tests.....	27
Delivery and Documents:.....	28
Insurance.....	28
Prices.....	28
Change Orders.....	28
Contract Amendments.....	29
Assignment.....	29
Sub-Contracts.....	29
Delays in the Successful Bidder's Performance.....	29
Liquidated Damages.....	29
Termination for Default.....	30
Force Majeure.....	30
Termination for Insolvency.....	31
Termination for Convenience.....	31
Settlement of Disputes.....	32
Limitation of Liability.....	32
Governing Language.....	32
Applicable Law.....	33

Notices .....	33
Taxes and Duties .....	33
<b>SECTION IV – SPECIAL CONDITIONS OF CONTRACT (SCC) .....</b>	<b>34</b>
Definitions .....	35
Inspection and Tests .....	35
Spare Parts.....	35
Warranty.....	35
Delivery and Documents .....	36
Incidental Services .....	37
Payment.....	37
Settlement of Disputes .....	38
Notices .....	38
Right to use Defective Equipment .....	39
Successful Bidder Integrity .....	39
Successful Bidder’s Obligations.....	39
Patent Rights and Licenses .....	39
Delivery .....	40
Training .....	40
Technical Documentation .....	40
Performance Security .....	40
<b>SECTION V – SCHEDULE OF REQUIREMENTS .....</b>	<b>42</b>
1. Requirements for the Project .....	43
2. Delivery Schedule .....	43
3. Details of Training and Location .....	43
<b>SECTION VI – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS .....</b>	<b>44</b>
Scope of Work .....	45
<b>SECTION VII – QUALIFICATION &amp; ELIGIBILITY CRITERIA.....</b>	<b>46</b>
Pre-Qualification Criteria .....	47
Others.....	48
<b>SECTION VIII – TENDER FORMS.....</b>	<b>49</b>
<b>Annexure A – Technical Proposal Submission Form.....</b>	<b>49</b>
<b>Annexure B – Format for Power of Attorney for Authorized Signatory/Representative.....</b>	<b>50</b>
<b>Annexure C – Profile of Bidder .....</b>	<b>52</b>
<b>Annexure D – Manufacturer’s Authorization Form .....</b>	<b>53</b>
<b>Annexure E – Bidder’s Technical Experience.....</b>	<b>53</b>
<b>Annexure F – Bank Guarantee Format for Performance Security .....</b>	<b>54</b>
<b>Annexure G –Technical Specification Compliance Form .....</b>	<b>58</b>
<b>Annexure H –Earnest Money Deposit Declaration.....</b>	<b>59</b>

<b>Annexure I –Proof of Service Centre in Odisha .....</b>	<b>60</b>
<b>Annexure J – GST Payment Receipt / Challan.....</b>	<b>61</b>
<b>Annexure K – Annual Turnover Statement .....</b>	<b>62</b>
<b>Annexure L – Format of Affidavit .....</b>	<b>63</b>
<b>Annexure M – Financial Bid Format .....</b>	<b>64</b>
<b>Annexure N – Format for Contract Agreement .....</b>	<b>65</b>
<b>Annexure P – Non- Blacklisting Declaration Form .....</b>	<b>66</b>
<b>Annexure Q – Land Border Non-Sharing Declaration Form .....</b>	<b>67</b>

### TENDER SCHEDULE

Sl. No	Particulars	Details
1	Tender Reference No.	RFP -10- Hand Held Thermal Imager – 2024-25
2	Tender fee	Rs.500/-
3	Earnest Money Deposit	Rs.80,000/-
4	Performance Security	5 % of Contract Value
5	Name of Tender	Request For Proposal for Selection of Agency for Supply of Handheld Thermal Imager
6	Mode of Selection	Least Cost (L1)
7	Date of Commencement of Download of Tender Document from eProcurement website	19.09.2024
8	Last Date and Time for submission of Pre-bid Queries by email.	26.09.2024 by 05.00 PM (Email: <a href="mailto:igops.orpol@nic.in">igops.orpol@nic.in</a> & <a href="mailto:aig.provisioning@gmail.com">aig.provisioning@gmail.com</a> )
9	Date, Time and Place of Pre-Bid Meeting	<b>Will be intimated through mail.</b> ADGP (Operation), Hdqrs., Bidyut Marg, Keshari Nagar, Bhubaneswar, Odisha, 751001
10	Publication of Corrigendum to RFP (if any) in the website	After completion of Pre-bid Meeting
11	Last Date and Time for Submission of bid proposal in e-Procurement portal	14.10.2024
12	Date and Time of Online Opening of Technical Bids	15.10.2024
13	Date and Time for Demonstration of Proof of Concept. [POC]	To be informed to the participated Bidders

14	Date and Time of Online Opening of Financial Bids	To be informed to the qualified Bidders
15	Reverse Auction enabled	Yes
16	Address for Communication	ADGP (Operation), Bhubaneswar- 751001 Email: <a href="mailto:igops.orpol@nic.in">igops.orpol@nic.in</a> A.I.G. of Police (Provisional), Odisha State Police Headquarters, Buxi Bazar, Cuttack – 753001, Odisha Email: <a href="mailto:aig.provisioning@gmail.com">aig.provisioning@gmail.com</a>

**SECTION I – INVITATION FOR BIDDERS (IFB)**



**ODISHA POLICE DEPARTMENT**  
Government of Odisha  
**Tender Ref. No. RFP-10- Handheld Thermal Imager**

---

**1) Background**

Odisha Police is the primary law enforcement agency of the State of Odisha with a vision “To ensure that Odisha is a safe place to live, visit and to do business”. It provides policing services to all of its citizens.

The primary functions of Odisha Police include:

- Maintain peace and order in the state.
- Protect the citizen’s life and property.
- Prevent and detect crime.
- Bring offenders to justice.
- Manage the traffic.
- Uphold the law and provide policing service.
- Instill a sense of security in the mind of citizens.
- Protection of VVIPs/VIPs visiting the state

As part of its endeavors to provide its services to residents of Odisha with utmost efficiency, Odisha Police intends to undertake modernization and upgradation programs for its various functions including law & order, communication, provisioning, modernization, security surveillance and traffic management.

**2) Project Benefits**

Handheld Thermal Imager offer a range of advantages, making them an essential tool during security:

1. **Intruder Detection:** They can detect intruders at great distances, even in complete darkness, thick smoke, or heavy fog, enhancing perimeter security.
2. **Covert Surveillance:** Security personnel can monitor areas without revealing their position, making it easier to catch trespassers.
3. **Fire Risk Identification:** These devices can detect overheated equipment, which helps in preventing potential fire hazards.
4. **Enhanced Situational Awareness:** They provide real-time thermal images, allowing security teams to quickly assess and respond to threats.
5. **Versatility:** Useful in various environments, from urban settings to remote locations, ensuring comprehensive security coverage.

The A.I.G. (Provisional), Odisha Police Department (hereinafter referred to as “Odisha Police Department” and/or “Authority”) invites tenders from eligible Bidders, for the Supply and Services as detailed in the Table below.

S. No	Name of Work	Approx. Qty	EMD (In INR)	Delivery Timelines
1	Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager	08	80,000/-	30

Tenders must be accompanied by the Earnest Money Deposit (Hereinafter referred to as "EMD") which will be paid online through e- Procurement portal as specified in the Tender document and shall be valid for ninety (90) days. from date of opening of the technical bid. Tenders must be electronically submitted (on-line) within the specified date and time published in e-procurement portal. First Cover (Technical) Tenders will be opened at prescribed time and date in the e-procurement portal as per the Tender Schedule, if the date of receipt of the tenders as specified in the tender is a holiday, the tenders will be opened on the next working day at the same time.

A Pre-Bid meeting will be held at published time and place and/or online in e-procurement portal to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in the Tender Schedule.

Tender documents may be downloaded from the web site <https://tendersodisha.gov.in>.

Tenders along with necessary enclosures must be uploaded to the web site <https://tendersodisha.gov.in> as per tender schedule mentioned in in the tender and First Cover containing the Technical Bid will be opened as per tender schedule. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day.

The Proof of Concept/ Demonstration of Solution will be held at published time and place as stated in the Tender Schedule.

The Second Cover (Financial Bid) of the Bidders who are technically qualified/ responsive will be opened through e-tendering system. Other details can be seen in the tender documents.

A.I.G. (Provisional),  
Odisha Police Department

**SECTION II – INSTRUCTIONS TO BIDDERS (ITB)**

## **Introduction**

### **1.1. Eligible Bidders**

1.1.1. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the equipment to be purchased under this Invitation of Tenders.

1.1.2. Bidders shall not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by Government of Odisha and/or any Government Agency/Institution/Board/etc. in India. Else the Bidder's response to the Tender will be considered as non-responsive and disqualified.

### **1.2. Cost of Tendering**

1.2.1. The Bidder(s) shall bear all costs associated with the preparation and uploading of its tender, and the Odisha Police Department, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

## **Tender Documents**

### **2.1. Contents of Tender Documents**

2.1.1. The Goods and Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- Section I - Invitation for Bidders (IFB)
- Section II - Instructions to Bidders (ITB)
- Section III - General Conditions of Contract (GCC)
- Section IV - Special Conditions of Contract (SCC)
- Section V - Schedule of Requirements
- Section VI - Scope of Work and Technical Specifications
- Section VII - Qualification & Eligibility Criteria
- Section VIII - Tender Forms

Annexure A – Technical Proposal Submission Form

Annexure B – Format for Power of Attorney for Authorized Signatory/Representative

Annexure C – Profile of Bidder

Annexure D – Manufacturer's Authorization Form

Annexure E – Bidder's Technical Experience

Annexure F – Bank Guarantee Format for Performance Security

Annexure G – Technical Specification Compliance Form

- Annexure H – Earnest Money Deposit Declaration
- Annexure I – Proof of Service Centre in Odisha
- Annexure J – GST Payment Receipt / Challan
- Annexure K – Annual Turnover Statement
- Annexure L – Format of Affidavit
- Annexure M – Financial Bid Format
- Annexure N – Format for Contract Agreement
- Annexure P – Non-Blacklisting Declaration
- Annexure Q – Land Border Declaration

2.1.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or uploading of a tender not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of its tender.

2.2. Clarification of Tender Documents

A prospective Bidder requiring any clarification of the tender documents may notify the Authority in writing by email only. There will be a meeting for pre-bid queries. All queries from prospective bidder shall be sent to [igops.orpol@nic.in](mailto:igops.orpol@nic.in) & [aig-prov.odpol@gov.in](mailto:aig-prov.odpol@gov.in) as per the date and time mentioned in **TENDER SCHEDULE**. The Authority may choose to respond to any request for clarifications on the tender document, which it receives no later than last date for receiving queries through eprocurement portal prescribed by the Authority. Written copies of the Authority's response) will be published in the e-procurement portal in the form of Addendum / Corrigendum. The Authority is not obligated to respond to any queries it may receive and shall not be liable / responsible for replying to any queries during the tendering process. Bidders are to follow the below template to send their queries in editable (.xls/.xlsx) format only.

<b>Name and contact detail of Bidding Company/Firm-</b>				
<b>#</b>	<b>RFP Section and sub- section</b>	<b>Page No</b>	<b>Clause/ Content in the RFP</b>	<b>Clarification sought</b>


2.3. Amendment of Tender Documents

- 2.3.1. At any time prior to the deadline for uploading of tenders, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender documents by amendment.
- 2.3.2. Amendments, if any will be notified as Addendum/Corrigendum through the e-procurement portal and the same will be binding on all prospective Bidders.
- 2.3.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their tenders, the Authority, at its discretion, may extend the deadline for the uploading of tenders.

**Preparation of Tenders**

3.1. Language of Tender

- 3.1.1. The tender response prepared by the Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Authority, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

3.2. Documents Constituting the Tender

- 3.2.1. The tender prepared by the Bidder shall comprise the following components and shall be uploaded in two covers containing the documents as follows:
- 3.2.2. First Cover: (Technical Bid)
  - 3.2.2.1. Declaration of Earnest Money Deposit Declaration as per the format of Annexure H
  - 3.2.2.2. Documentary evidence to establish that the Bidder is eligible to participate in the tender and is qualified to perform the contract if its tender is accepted.
  - 3.2.2.3. Documentary evidence that the equipment and ancillary services to be supplied by the Bidder are eligible equipment and services and conform to the tender documents.
  - 3.2.2.4. Self-Attested Copy of GST Registration Certificates issued by the concerned authorities is to be uploaded.
  - 3.2.2.5. Self-Attested Copy of PAN Card of the Firm/Bidder/ Company is to be submitted.

- 3.2.2.6. Self-Attested Copy of GST payment receipt along with GST filing acknowledgement GSTR-3B for respective last three (3) months from the date of submission of this Tender in the valid format of the GST Department to be uploaded- as per Annexure J.
- 3.2.2.7. Bidders should have Average Annual Turnover statement as mentioned in Section VII for any 3 years out of the last five (5) financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 certified by Auditor/Chartered Accountant, and it must be uploaded as per Annexure J. (IT returns will not be considered).
- 3.2.2.8. Copies of Balance Sheet and Profit and Loss Account **for respective three financial years as per Turnover certificate** duly certified by the Chartered Accountant/ Auditor, is to be submitted.
- 3.2.2.9. The Certificate of incorporation issued by the Registrar of Companies (RoC) is to be uploaded for private / public limited entities. In case of Proprietor/Partnership/ LLP Firm Registration Certificate/License issued by appropriate authorities may be uploaded. Notarized copy should be uploaded in either case.
- 3.2.2.10. Tender Proposal Submission Form along with an undertaking to abide by the terms and conditions of the tender in the format as per Annexure A is to be uploaded.
- 3.2.2.11. The Manufacturers Authorization Form, (MAF) referred in Annexure D in original:
- a) In case of a bidder being an authorized dealer // distributor in original, and the copy of manufacturing license of the authorization-issuing firm are also to be uploaded.
  - b) In case of the manufacturer being the bidder, the certified copy of manufacturing license is to be submitted.
- 3.2.2.12. Manufacturer's Authorization has to be considered from the Prime Manufacturer only. Subsidiary companies with foreign parent OEM/Manufacturer are permissible. Second level Authorization from the Importer, dealer, stockiest and any other representatives of Manufacturer shall not be considered.
- 3.2.2.13. Technical Literature of the model quoted should be uploaded along with Annexure G.
- 3.2.2.14. Technical compliance statements with quoted model and make should be uploaded as per the Annexure G only, otherwise bid will be rejected.
- 3.2.2.15. Documentary evidence established in accordance with Service Centre in Odisha with maintenance staff and other details to be uploaded as per to be issued by the manufacturer only.
- 3.2.2.16. Affidavit has to be submitted by the bidder as per proforma given in Annexure L.

3.2.2.17. Standard Certificates & Documents: ISO / ISI / BIS / CE/ Certificate along with Certificate as mentioned in the Technical Specifications must be uploaded in original, If Bidder is a Manufacturer & If Bidder is Authorized Agent/Authorized Distributor it should be submitted in original or Notarized copy should be uploaded.

**Note:**

- *The originals of all the documents uploaded under Technical Bid shall be produced for verification after the opening of the Technical Bid.*
- *The Documents uploaded should be clearly visible failing, which such documents shall not be considered. The documents uploaded in general documents should be named individually.*
- *The documents uploaded should be named individually as per annexures specified in the tender and placed in a consolidated manner.*
- **ALL INSTRUCTIONS IN RESPECTIVE SECTIONS AS WELL AS ANNEXURES BEING SUBMITTED MAY BE CAREFULLY READ AND FOLLOWED.**

3.2.3. Second Cover: (Financial Bid)

3.2.3.1. Prices shall be mentioned in the e-portal system only.

3.2.3.2. In case of discrepancy between the price uploaded in the eprocurement portal and price schedule documents uploaded in the price bid, the prices uploaded in the e-portal system shall prevail.

3.3. Tender Form

3.3.1. As the tender has been invited through e-portal system, all basic information, and the Tender Form as per Section VIII should be uploaded in First Cover without price.

3.4. Tender Prices

The Bidder shall indicate on the Price Schedule in the e-portal system the unit prices including, Basic price, Transportation and applicable taxes as per the applicable rates for each item. However, Bidders shall quote for the complete requirements of equipment and services specified under each equipment on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

3.4.1. Prices indicated on the Price Schedule shall be entered separately as per e-procurement portal in the following manner:

3.4.1.1. The price of the equipment, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all applicable duties and taxes charges to be paid;

3.4.1.2. Unit Price quoted should include the minimum unit price and warranty for a period of 4 years and all applicable transport and taxes in the



Price Schedule. The Price Schedule which includes all the above costs only would be used for financial evaluation;

- 3.4.1.3. Any duties, sales and other taxes which will be payable on the equipment if this Contract is awarded;
- 3.4.1.4. The price for inland transportation, insurance and other local costs incidental to delivery of the equipment to their final destination;
- 3.4.2. The Bidder's separation of the price components will be solely for the purpose of facilitating the comparison of tenders by the Authority and will not in any way limit the Authority's right to contract on any of the terms offered.
- 3.4.3. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A tender uploaded with an adjustable price quotation will be treated as nonresponsive and rejected.

### 3.5. Tender Currency

- 3.5.1. Prices shall be quoted in Indian Rupees only.

### 3.6. Documents Establishing Bidder's Eligibility and Qualifications

- 3.6.1. Bidder shall furnish, as part of its tender, documents establishing the Bidder's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 3.6.2. The documentary evidence of the Bidder's qualifications to perform the Contract if its tender is accepted, shall establish to the Authority's satisfaction.
- 3.6.3. That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

### 3.7. Documents Establishing Equipment' Eligibility and Conformity to Tender Documents

- 3.7.1. Bidder shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all equipment and services which the Bidder proposes to supply under the contract.
- 3.7.2. The documentary evidence of conformity of the equipment and services to the tender documents may be in the form of literature, and data shall consist of:
  - 3.7.2.1. A detailed description of the essential technical and performance characteristics of the equipment.
  - 3.7.2.2. A visit giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of minimum Four (4) years for the applicable equipment, following commencement of the use of the goods by the Authority for the various districts, wherever applicable; and

3.7.2.3. An item-by-item commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the equipment and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

3.7.2.4. Technical Literature (Data Sheets) with model quoted and compliance statement is mandatory.

### 3.8. Earnest Money Deposit (EMD)

3.8.1. Bidder shall furnish, as part of its tender, earnest money deposit Declaration.

3.8.2. Confirmation of receipt of EMD Declaration along with Technical Bid will be verified. If found that an acceptable EMD Declaration is not received, the tender shall be rejected by the Authority as Non-responsive.

### 3.9. Period of Validity of Tenders

3.9.1. Tenders shall remain valid for 90 days after the deadline for uploading of tenders prescribed by the Authority, tender valid for a shorter period shall be rejected by the Authority as non-responsive.

3.9.2. In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit declaration provided shall also be deemed to be applicable for such extended period. If the Bidder refuses to extend the EMD Declaration as required for the extended period, the bid will be rejected by the Authority as non-responsive.

### 3.10. Format and Signing of Tender

3.10.1. The Bidder shall upload the tender along with all the requisite documents through e-tendering system by using user ID and digital signature on Technical and Financial Bids.

3.10.2. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the tender.

3.10.3. The Bidder shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Bidder is awarded the contract.

## **Submission of Tenders**

### 4.1. Sealing and Marking of Tenders / Uploading

4.1.1. The Bidders shall upload the Tender through e-tendering system only. No other mode of submission is permitted.

The Tender shall be addressed to the Authority at the following address:

A.I.G. (Provisional),  
Odisha State Police Headquarters,  
Buxi Bazar, Cuttack – 753001, Odisha  
Email: aig.provisioning@gmail.com

Mentioning the Project Name, the Invitation for Tenders (IFB) title and number.

4.1.2. The Bidder shall provide the name and address of the Bidder to make any further correspondence.

4.1.3. Telex, cable or facsimile tenders will be rejected.

#### 4.2. Deadline for uploading of Tenders

4.2.1. Tenders must be uploaded by the Bidders no later than the time and date specified in the Invitation for Tenders (Section I) on the e-procurement portal.

4.2.2. The Authority may, at its discretion, extend this deadline for uploading of tenders by amending the tender documents, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 4.3. Late Tenders

4.3.1. Tenders cannot be uploaded by the Bidders after the deadline for uploading of tenders (on the e-procurement portal) prescribed by the Authority.

#### 4.4. Modification and Withdrawal of Tenders

4.4.1. In the My bids Section of the e- procurement portal, the Bidder can view the status of their bids and decrypt bid (i.e. in cases where the Bidder has chosen to encrypt the tender using his own public key) for modification or withdrawal before the due date & time for uploading.

### **Tender Opening and Evaluation of Tenders**

#### 5.1. Opening of Tenders by the Authority

5.1.1. Opening of First Cover of all Bidders and evaluation to determine qualified Bidders by the Authority:

5.1.1.1. The Authority will open/unlock the First Covers of all Bidders uploaded through e-tendering system

5.1.1.2. The Authority will verify and confirm the receipt of EMD Declaration for all Bidders who have uploaded the tenders. The Bidders' names, the presence or absence of earnest money deposit (amount, format and validity) the uploading of qualification information and such other details as the Authority, at its discretion, may consider appropriate will be announced at the opening.

5.1.1.3. The Authority will prepare minutes of the tender opening.

5.1.1.4. The Authority will evaluate and determine whether each tender (a) meets the eligibility criteria accompanied by the required earnest money deposit

and meets the qualification criteria stipulated in Section VII. The Authority will draw out a list of Qualified Bidders.

5.1.2. Opening of Second Cover (Financial Bid) of Qualified Bidders:

5.1.2.1. The Authority will inform all the Technically Qualified Bidders through e-tendering system, after decryption of their financial bid by Tender Acceptance Authority which could be viewed automatically by the respective technically qualified bidders. In this regard no separate intimation shall be made by the Authority.

5.2. Clarification of Tenders

5.2.1. During evaluation of tenders, the Authority may, at its discretion, ask the Bidder for a clarification of its tender including the breakup of unit price. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

5.3. Preliminary Examination

5.3.1. The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Bidders, without proper authorization from the manufacturer as per Annexure D, shall be treated as non-responsive.

5.3.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Successful Bidder does not accept the correction of errors, its tender will be rejected.

5.3.3. The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

5.3.4. Prior to the detailed evaluation, the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of liability, Applicable law, and Taxes & Duties will be deemed to be a material deviation. The Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

5.3.5. If a tender is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### 5.4. Proof of Concept (POC)/ Demonstration:

Eligible Bidders, as part of technical evaluation need to arrange a Proof of Concept (POC) and demonstrate their proposed Tablet as per criteria mentioned below.

- 5.4.1. The vendor should arrange a demo of the quoted model, immediately after intimation from the Authority. The demo needs to be arranged at the cost of the vendor.
- 5.4.2. As part of the POC the vendor should present and demonstrate the features of the proposed product.
- 5.4.3. POC will be conducted on the following conditions:
  - 5.4.3.1. The POC would be done to check whether the proposed model of product meets the technical specifications as mentioned in this RFP.
  - 5.4.3.2. All the Costs associated with DEMO & POC (including provision of product, technical resources, travel cost, boarding cost etc) will be to the account of the bidder and Authority will not bear any cost.
  - 5.4.3.3. Authority reserves its right to extend / shorten the period of POC as per requirement.
  - 5.4.3.4. POC will also verify the Compatibility of the device with requirements of the Authority.
- 5.4.4. Bidders who do not fulfil any of the above criteria or are not able to arrange for POC, as per Authority's requirement will be rejected as part of POC. Bidders who have failed in the POC will automatically stand disqualified in technical evaluation. Only those bidders who qualify in eligibility and technical evaluation would be short-listed for Financial Bid Evaluation.

#### 5.5. Evaluation and Comparison of Tenders

- 5.5.1. The Bidder with the lowest quoted prices (L1) for the complete supply shall be awarded the Contract as per the Tender.
- 5.5.2. The Authority's evaluation of the Tender will exclude and not take into account:
  - 5.5.6.1. Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

#### 5.6. Contacting the Authority

- 5.6.1. No Bidder shall contact the Authority on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

- 5.6.2. Any effort by a Bidder to influence the Authority in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Bidder's tender.

## **Award of Contract**

### **6.1. Post qualification**

- 6.1.1. In the absence of prequalification, the Authority will determine to its satisfaction whether the Bidder that is selected as having uploaded the minimum response for meeting the tender criteria and is qualified to perform the contract satisfactorily.
- 6.1.2. The determination will take into account the Bidder's financial, technical and support capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications uploaded by the Bidder, as well as such other information as the Authority deems necessary and appropriate.
- 6.1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Authority will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

### **6.2. Award Criteria**

- 6.2.1. Authority will award the Contract to the successful Bidder whose tender has been determined to be substantially responsive and has been determined to achieve the Highest Evaluated Score in response to the tender, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### **6.3. Authority's Right to Vary Quantities**

- 6.3.1. The Authority reserves the right to increase or decrease the quantities of any equipment and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions for a period of 36 months from the date of Supply or Signing of the Contract, whichever is later.

### **6.4. Authority's Right to Accept Any Tender and to Reject Any or All Tenders**

- 6.4.1. The Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

### **6.5. Notification of Award**

- 6.5.1. Prior to the expiration of the period of tender validity, the Authority will notify the successful Bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 6.5.2. The notification of award will constitute the formation of the Contract.
- 6.5.3. Upon the successful Bidder's furnishing of performance security, the Authority will promptly notify the name of the winning Bidder to each unsuccessful Bidder.

6.5.4. If, after Notification of Award, a Bidder wish to ascertain the grounds on which its tender was not selected, it should address its request to the Authority. The Authority may choose to respond in writing to the unsuccessful Bidder as the case maybe. The Authority is not liable in any manner whatsoever to response to such request at any time.

6.5.5. Any Notification of Award would be subject to the information and documentation and Authenticity of such documentation that is submitted by the Bidder on the said due date as per the Tender Schedule. The Successful Bidder shall be blacklisted to participate in any Tenders for a period of three (3) years in India.

6.5.6. In case of cancellation of the tender post Notification of Award for any reasons whatsoever due to valid written proof of false / fake information and/or documents is available to the Authority against the Successful Bidder, the Authority shall not be liable for cancellation of Tender or Notification of Award and the Successful Bidder does not have the right for any legal recourse against the Authority in such a scenario.

#### 6.6. Signing of Contract

6.6.1. At the same time as the Authority notifies the Successful Bidder that its Tender has been accepted, the Authority will send the Bidder the Contract provided in the tender documents, incorporating all terms between the parties.

6.6.2. Within thirty (30) days of receipt of the Notification of Award, the successful Bidder shall sign the Contract and return it to the Authority.

#### 6.7. Performance Security

6.7.1. Within fifteen (15) days of the receipt of notification of award from the Authority, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form Annexure F provided in the tender documents or in another form acceptable to the Authority.

6.7.2. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Authority may make the award to the next lowest evaluated Bidder or call for new tenders.

#### 6.8. Corrupt or Fraudulent Practices

6.8.1. The Government requires that Bidders/ Successful Bidders/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

6.8.1.1. Defines, for the purposes of this provision, the terms set forth as follows:

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

6.8.1.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender uploading) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

6.8.1.2. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

6.8.1.3. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

6.8.2. Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.



**SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)**

## **Definitions**

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
  - 1.1.1. "The Contract" means the agreement entered into between the Authority and the Successful Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - 1.1.2. "The Contract Price" means the price payable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
  - 1.1.3. "The Goods" means all the equipment, machinery, and/or other materials which the Successful Bidder is required to supply to the Authority under the Contract;
  - 1.1.4. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Successful Bidder covered under the Contract;
  - 1.1.5. "GCC" mean the General Conditions of Contract contained in this section.
  - 1.1.6. "SCC" means the Special Conditions of Contract.
  - 1.1.7. "The Authority" means the organization purchasing the Goods, as named in SCC.
- 1.2. "The Authority's country" means India.
- 1.3. "The Bidder" means the firm/private limited/LLP who participates in the Tender to supplying the Goods and Services under this Contract.
- 1.4. "The Government" means the Government of Odisha State.
- 1.5. "The Project Site", where applicable, means the place or places named in SCC.
- 1.6. "Day" means calendar day.

## **Application**

- 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **Standards**

- 3.1. The Goods and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and Functional Requirement of the complete Solution, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **Use of Contract Documents & Information; Inspection & Audit by the Govt.**

- 4.1. The Successful Bidder shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2. The Successful Bidder shall not, without the Authority's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3. Any document, other than the Contract itself, shall remain the property of the Authority and shall be returned (in all copies) to the Authority on completion of the Successful Bidder's performance under the Contract if so, required by the Authority.

### **Inspections and Tests**

- 5.1. The Authority and/or its authorized representative shall have the right to inspect and/or to test the equipment and complete Solution to confirm their conformity to the Tender and Contract specifications at no extra cost to the Authority. SCC and the Technical Specifications shall specify what inspections and tests the Authority requires and where they are to be conducted. The Authority shall notify the Successful Bidder in writing in a timely manner of the identity of any representatives retained for these purposes.
- 5.2. The inspections and tests may be conducted on the premises of the Successful Bidder, at point of delivery and/or at the Goods final destination. If conducted on the premises of the Successful Bidder, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Authority. All the travel and accommodation for the inspection team shall be borne by the Successful Bidder.
- 5.3. Should any inspected or tested equipment and complete solution fails to conform to the specifications, the Authority may reject the goods and the Successful Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Authority.
- 5.4. The Authority's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Authority or its representative prior to the Goods shipment.
- 5.5. Nothing in GCC Clauses shall in any way release the Successful Bidder from any warranty or other obligations under this Contract.
- 5.6. Successful Bidder must meet all the functional & technical specifications and produce the test Certificates if requested in scheduled requirements "technical specifications". The Successful Bidder is instructed to give demonstration at their own cost, if requested by the Authority, failing which it will be considered as technically non-responsive.
- 5.7. Manuals and Drawings
  - 5.7.1. Before the equipment's are taken over by the Authority, the Successful Bidder shall supply operation and maintenance manuals together with equipment.

These shall be in such detail as will enable the Authority to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

5.7.2. The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

5.7.3. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Authority.

#### 5.8. Acceptance Certificates

5.8.1. On successful completion of User Acceptance Test (hereinafter referred to as "UAT"), receipt of deliverables and after the Authority is satisfied with the working of the equipment and complete solution, the UAT Certificate signed by the Successful Bidder and the Authority and any of its representative will be issued. The date on which such certificate is signed shall be deemed to be the date of successful deployment and commissioning of the equipment and the complete solution.

5.8.2. The operational and maintenance training shall be conducted on the dates mutually agreed.

#### **Delivery and Documents:**

6.1. Delivery of the equipment and the complete solution shall be made as per the delivery schedule by the Successful Bidder in accordance with the terms specified by the Authority in the Notification of Award. The details of shipping and/or other documents to be furnished by the Successful Bidder are specified in SCC. The goods should be delivered, installed, demonstrated, and get the working satisfactory certificate from the end users and the same shall be submitted to this office.

#### **Insurance**

7.1. The equipment and complete solution supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Successful Bidder in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks, Strikes and Pandemics.

#### **Prices**

8.1. Prices payable to the Successful Bidder as stated in the Contract shall be firm during the performance of the Contract.

#### **Change Orders**

9.1. The Authority may at any time, by written order given to the Successful Bidder, make changes within the general scope of the Contract in any one or more of the following:

9.1.1. Drawings, designs, or specifications, where equipment to be furnished under the Contract are to be specifically manufactured for the Authority;

- 9.1.2. The place of delivery; and/or
- 9.1.3. The Services to be provided by the Successful Bidder.
- 9.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Successful Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Successful Bidder's receipt of the Authority's change order.

### **Contract Amendments**

- 10.1. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

### **Assignment**

- 11.1. The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Authority's prior written consent.

### **Sub-Contracts**

- 12.1. No Sub-Contracting shall be allowed under this Tender.

### **Delays in the Successful Bidder's Performance**

- 13.1. Delivery of the Goods and performance of the Services shall be made by the Successful Bidder in accordance with the time schedule specified by the Authority in the Schedule of requirements.
- 13.2. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Goods and performance of Services, the Successful Bidder shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Successful Bidder communication, the Authority shall evaluate the situation and may, at its discretion, extend the Successful Bidder's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 13.3. A delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

### **Liquidated Damages**

- 14.1. If the Successful Bidder fails to deliver any or all of the Goods and to perform the Services within the period(s) specified in the Contract, the Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as

Liquidated Damages, a sum equivalent to INR 500/- (Indian National Rupees Five Hundred Only) of the delayed Goods or unperformed Services per day or part thereof of delay until actual delivery or performance, up to a maximum deduction of 5% (five percent) of the Contract Price. Once the maximum is reached, the Authority shall termination of the Contract and Blacklist the Successful Bidder for a period of Three (3) years.

#### **Termination for Default**

- 15.1. The Authority shall, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part:
  - 15.1.1. If the Successful Bidder fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Authority; or
  - 15.1.2. If the Successful Bidder fails to perform any other obligation(s) under the Contract.
  - 15.1.3. If the Successful Bidder, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - 15.1.4. For the purpose of this Clause:
    - 15.1.4.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
    - 15.1.4.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid uploading) designed to establish bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.
- 15.2. In the event the Authority terminates the Contract in whole or in part,, the Authority may procure, upon such terms and in such manner as it deems appropriate, Equipment and Services similar to those undelivered, and the Successful Bidder shall be liable to the Authority for any excess costs for such similar Equipment and Services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated and the Authority shall paid the Successful Bidder all dues for the delivered equipment before approaching any new Successful Bidder for the undelivered Equipment and Services.

#### **Force Majeure**

- 16.1. The Successful Bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, it's delay in

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 16.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics/pandemics, quarantine restrictions and freight embargoes.
- 16.3. If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.

#### **Termination for Insolvency**

- 17.1. The Authority shall at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

#### **Termination for Convenience**

- 18.1. Either the Authority or the Successful Bidder, by written notice sent to the other, may 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 other Parties convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- 18.2. The Equipment and Services that are complete and ready for shipment within sixty (60) days after the Successful Bidder's receipt of Notice of Termination shall be accepted by the Authority at the Contract terms and prices. For the remaining Goods, the Authority may elect:
  - 18.2.1. To have any portion completed and delivered at the Contract terms and prices; and/or
  - 18.2.2. To cancel the remainder and pay to the Successful Bidder an agreed amount for partially completed equipment, materials and parts and Services previously procured by the Successful Bidder.
- 18.3. The Authority should make all pending payments of all delivered Equipment and Services ordered/Delivered by the Successful Bidder and is due for Delivery/Completed. Such Termination shall only be applicable for Equipment and Services which have not been procured by the Successful Bidder as per the Notice of Award and delayed in delivery which is not attributed to the Successful Bidder such as any third party.

### **Settlement of Disputes**

- 19.1. The Authority and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Authority or the Successful Bidder may give notice to the other party of its intention to commence Arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
  - 19.2.1. Any dispute or difference in respect of which a notice of intention to commence Arbitration has been given in accordance with this Clause shall be finally settled by Arbitration. Arbitration may be commenced prior to or after delivery of the Equipment and Services under the Contract.
  - 19.2.2. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
  - 19.2.3. All legal claims shall be at Authority's Jurisdiction, in Bhubaneshwar only
- 19.3. Notwithstanding any reference to arbitration herein:
  - 19.3.1. The Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - 19.3.2. The Authority shall pay the Successful Bidder any monies due to the Successful Bidder.

### **Limitation of Liability**

- 20.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement,
  - 20.1.1. The Successful Bidder shall be liable to the Authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful Bidder to pay liquidated damages to the Authority; and
  - 20.1.2. The aggregate liability of the Successful Bidder to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **Governing Language**

- 21.1. The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in the same language.



**Applicable Law**

- 22.1. The Contract shall be interpreted in accordance with the laws of the Union of India & State of Odisha.

**Notices**

- 23.1. Any notice given by one Party to the other pursuant to this Contract shall be sent to other Party in writing or by cable, telex or facsimile or email and confirmed in writing to the other Party's address specified in SCC.
- 23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Taxes and Duties**

- 24.1. The Successful Bidder shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Equipment and Services to the Authority.
- 24.2. The Successful Bidder shall be entirely responsible for all taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted Equipment and Services to the Authority.

**SECTION IV – SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **Definitions**

- 1.1. The Authority is the A.I.G. (Provisional), Odisha Police Department, Government of Odisha.
- 1.2. The Successful Bidder is firm or Company supplying the Equipment and Services under this Contract.

## **Inspection and Tests**

- 2.1. The following inspection procedures and tests are required by the Authority:
  - 2.1.1. Demonstration of the Equipment wherever the Successful Bidder intends to show in working condition or as the place decided by the Authority.
  - 2.1.2. Post-dispatch inspection will also be carried out by the technical Committee and/or any third-party experts appointed by the Authority.

## **Spare Parts**

- 3.1. As specified in the SCC, the Successful Bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Successful Bidder:
  - 3.1.1. such spare parts as the Authority may elect to purchase from the Successful Bidder, providing that this shall not relieve the Successful Bidder of any warranty obligations under the Contract; and
  - 3.1.2. In the event of termination, the availability of the spare parts:
  - 3.1.3. Advance notification to the Authority of the pending termination, in sufficient time to permit the Authority to procure needed requirements; and
  - 3.1.4. Following such termination, furnishing at no cost to the Authority, the blueprints, drawings and specifications of the spare parts, if requested.
- 3.2. The Successful Bidder shall carry sufficient inventories to assure ex-stock supply of consumable spares for the equipment being supplied. Other spare parts and components shall be supplied as promptly as possible but, in any case, within seven (days) of placement of order.

## **Warranty**

- 4.1. The Successful Bidder warrants that the equipment under this Contract are new & unused, The Successful Bidder further warrants that all equipment supplied under this Contract shall have no defect arising from design, materials or workmanship, that may develop under normal use of the supplied equipment in the conditions prevailing in the country of final destination.
- 4.2. This warranty shall remain valid for 48 months after the equipment or any portion thereof as the case may be, have been delivered to and accepted after the UAT at the final destination indicated in the Contract. The Successful Bidder shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Successful Bidder, these guarantees are not attained in whole or in part, the Successful Bidder shall at its discretion either:

- 4.2.1. Make such changes, modifications, and/or additions to the equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests; Or
- 4.2.2. Pay liquidated damages to the Authority with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.
- 4.3. The Authority shall promptly notify the Successful Bidder in writing of any claims arising under this warranty.
- 4.4. Upon receipt of such notice, the Successful Bidder shall, within the period of seven (7) days (excluding journey period) and with all reasonable speed, repair or replace the defective equipment or parts thereof, free of cost at the ultimate destination. The Successful Bidder shall take over the replaced parts/equipment at the time of their replacement. No claim whatsoever shall lie on the Authority for the replaced parts/equipment thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty of the Equipment is Forty Eight (48) months from the date of equipment installation and receipt of UAT certificate.
- 4.5. If the Successful Bidder, having been notified, fails to remedy the major fault within seven (7) days, the Authority may proceed to take such remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights which the Authority may have against the Successful Bidder under the Contract.
- 4.8. The manufacturer shall support the product with spares, warranty and maintenance for the period of Contract as stated in the Tender.
- 4.9. The manufacturer shall not quote, deliver or commission equipment, which are either end-of-life or nearing end-of-life.

### **Delivery and Documents**

- 5.1. Upon delivery of the Equipment, the Successful Bidder shall notify the Authority and the insurance company by cable/telex/fax the full details of the shipment including contract number, receipt number and date, description of goods, quantity, name of the consignee etc. The Successful Bidder shall submit the following documents to the Authority with a copy to the insurance company:
  - 5.1.1. Four Copies of the Successful Bidder invoice showing contract number, goods' description, quantity, unit price, total amount along with acknowledgement and stock certificate from the respective consignee.
  - 5.1.2. E-way/acknowledgment of receipt of goods from the consignee.
  - 5.1.3. Four Copies of packing list identifying the contents of each package.
  - 5.1.4. Insurance Certificate
  - 5.1.5. Manufacturer's/Successful Bidder's warranty certificate.

- 5.1.6. Inspection Certificate issued by the nominated inspection officer, end user and the Successful Bidder's factory inspection report, and
- 5.1.7. Copy of Bill of entry or Bill of landing for imported Equipment
- 5.1.8. The above documents shall be received by the Authority before arrival of the Equipment and, if not received, the Successful Bidder will be responsible for any consequent expenses.
- 5.1.9. Three Copies Delivery Challans, three Copies of Installations Report and UAT Certificate.

### **Incidental Services**

6.1. The following Services shall be furnished, and the cost shall be included in the Contract price:

- a. Unloading, safe storage and handling of the consignment at site.
- b. Performance of the commissioning and start-up of the equipment.
- c. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- d. Training of the Authority's personnel at the installation site.
- e. Maintenance and repair of the equipment and solutions at each location during the warranty period as specified in the tender. This shall not relieve the Successful Bidder of any warranty obligations under this Contract.

f. Preventive Maintenance Services call

It includes cleaning, inspection, repairs and any other service as required by the Successful Bidder for the Equipment and Solution to achieve the following objective.

- i. To minimize break down of equipment;
- ii. To identify the condition of parts which may lead to break down of equipment
- iii. To repair/rectify such part at initial stage only to avoid major break down of equipment.
- iv. To provide greater safety to the technician.

### **Payment**

- 7.1. The Authority and/or the various district head and/or authorities shall make payment of 100% percent (100%) upon successful UAT by the department after the delivery of the equipment to the designated site / location along with the submission of acknowledgement, delivery challan from the concerned representative and the authorized signatory of the Authority.
- 7.2. The Successful Bidder request(s) for payment shall be made to the Authority in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, and upon fulfilment of other obligations stipulated in the contract.

7.3. All Payments shall be made promptly by the Authority but in no case later than sixty (60) days after submission of the invoice or claim by the Successful Bidder. All payments will be made in Indian Rupees.

**Settlement of Disputes**

- 8.1. The dispute settlement mechanism to be applied shall be as follows:
  - 8.1.1. In case of Dispute or difference arising between the Authority and a domestic Successful Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 and/or any amendments thereof, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties. A certified copy of the appointment Order shall be supplied to each of the Parties.
  - 8.1.2. Arbitration proceedings shall be held at Cuttack at the premises of the Authority in Cuttack, in the State of Odisha. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - 8.1.3. The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each Party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

**Notices**

9.1. For the purpose of all notices, the following shall be the address of the Authority and Successful Bidder.

Authority:  
Office of the A.I.G. (Provisional)  
Odisha Police Headquarters  
Buxi Bazaar, Cuttack  
Odisha-753001

Successful Bidder: (To be filled in at the time of Contract signature)

.....  
.....  
.....

- 9.2. Progress of Supply and Deployment:
  - 9.2.1. Successful Bidder shall regularly submit their progress of supply, in writing, to the Authority as under:
    - 9.2.1.1. Status of Supply of Equipment.
    - 9.2.1.2. Any other information to be submitted by the Successful Bidder to the Authority.

### **Right to use Defective Equipment**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Authority shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Authority's operation.

### **Successful Bidder Integrity**

The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

### **Successful Bidder's Obligations**

- 12.1. The Successful Bidder is obliged to work closely with the Authority's staff, act within its own authority and abide by directives issued by the Authority and implementation activities.
- 12.2. The Successful Bidder will abide by the job safety measures prevalent in India and will free the Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold the Authority responsible or obligated.
- 12.3. The Successful Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.
- 12.4. The Successful Bidder will treat all data and information about the Authority as confidential, the details obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Authority.

### **Patent Rights and Licenses**

- 13.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Equipment or any part thereof globally, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Authority is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Authority will give notice to the Successful Bidder of such claim, if it is made, without delay.
- 13.2. All third party licenses for this project shall be take in the name of the Authority for on perpetually.

**Delivery**

- 15.1. The Successful Bidder will test all equipment operations and accomplish all adjustments necessary for successful and continuous operation of the equipment.
- 15.2. The Successful Bidder is responsible to endure the complete functionality of the solution required by the Authority under this tender.

**Training**

For each unit of equipment, the Successful Bidder is required to train designated Authority technical, and end user personnel to enable them to effectively operate the equipment. The training schedule will be agreed by the Authority and the Successful Bidder during the performance of the contract at no extra cost.

**Technical Documentation**

The technical documentation involving detailed operation, service & maintenance manuals and required flow charts, SOPs shall be delivered with every unit supplied. The language of the documentation shall be in English.

**Performance Security**

- 19.1. Within fifteen (15) days of receipt of the Notification of Award, the Successful Bidder shall furnish Performance Security to the Authority for an amount of five percent (5%) of the Contract Value, valid up to two (2) months after the date of completion of performance obligations including warranty, extended warranty and support obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of twelve (12) months and the Performance Guarantee for proportionate value shall be extended sixty (60) days over and above the warranty period of Four (4) years
- 19.2. The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Successful Bidders failure to complete its obligations under the Contract.
- 19.3. The Performance Security shall be denominated in Indian Rupees.
- 19.4. The Performance Security will be discharged by the Authority and returned to the Successful Bidder no later than sixty (60) days following the date of completion of the Successful Bidders performance obligations, including any warranty and Support obligations, under the Contract as stated in this RFP.
- 19.5. In the event of any amendment to the Contract, the Successful Bidder shall, within 15 (fifteen) days of receipt of such amendment, furnish the amended Performance Security, rendering the same valid for the duration of the Contract as amended for six (60) days after the completion of performance obligations including warranty obligations.





**SECTION V – SCHEDULE OF REQUIREMENTS**

## 1. Requirements for the Project

The following quantities for each equipment are required to be delivered for each district as per the table below:

#	Scope of Work	Total Quantity	Warranty (In Years)	Delivery Timelines (In Days)
1	Request For Proposal for Selection of Agency for Supply of Handheld Thermal Imager	8	4	30

## 2. Delivery Schedule

2.1. All equipment and solution should be supplied and /or installed and/or commissioned (where applicable) at the designed site within sixty (60) days from the date of Notification of Award.

2.2. Any delay and/or extension in the delivery timelines for any of the equipment due to any reason whatsoever shall be mutually agreed in writing between the Authority and the Successful Bidder in advance.

2.3. Location of Delivery of Project

Name of Office : O/o the ADGP (Operation) Headquarters  
Address : Bidyut Marg, Keshari Nagar, Bhubaneswar, Odisha, 751001  
Contact Details : [igops.orpol@nic.in](mailto:igops.orpol@nic.in)

## 3. Details of Training and Location

Name of Office : O/o the ADGP (Operation) Headquarters  
Address : Bidyut Marg, Keshari Nagar, Bhubaneswar, Odisha, 751001  
Contact Details : [igops.orpol@nic.in](mailto:igops.orpol@nic.in)

**SECTION VI – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

## Scope of Work

Handheld thermal imagers are crucial tools for security forces, enhancing their operational capabilities in various scenarios. These devices enable the detection of intruders and potential threats in complete darkness, smoke, fog, or other obscured conditions by visualizing heat signatures. They are used for covert surveillance, allowing security personnel to monitor areas without revealing their position. Additionally, thermal imagers help identify overheated equipment, preventing potential fire hazards. Their ability to provide real-time thermal images enhances situational awareness, enabling quick assessment and response to threats. Overall, handheld thermal imagers significantly improve the effectiveness and safety of security operations.

### Functional & Technical Requirements:

Sl. No.	Specifications	
1.	Conformity to Technical Requirements: Governing Specification	As Per MHA Letter No.63013 / 66 / 05 / 2022 / Mod-I /BSF/ 824-33 Dtd.14.03.2023 (Copy Enclosed)
2.	Training: - 03 days operator level training should be provided at SOG Chandaka, Bhubaneswar. Firm to submit an undertaking certificate in this regard. Workshop level training not required.	
3.	Warranty	04 years (Minimum)
4.	Hand Held Thermal Imager (Un-Cooled) Short Range	Yes
5.	Hand Held Thermal Imager (Un-Cooled) Long Range	Not required.
6.	Pre-Bid Interaction	Yes
7.	The Bidder should demonstrate its product during Technical Committee Meeting/field trial.	

### **MHA QR - Link**

Additional Requirements:

Competent Authority reserves the right to increase the order by further 25% as per the quoted price as per the successful Bidder.

**SECTION VII – QUALIFICATION & ELIGIBILITY CRITERIA**

## Pre-Qualification Criteria

The Bidder should submit all documents to fulfil the pre- qualification criteria to qualify for technical evaluation along with bid proposal as mentioned below:

S. No.	Pre- Qualification Criteria	Supporting Document
1.1	The bidder should be a legal entity, which may be a) Company incorporated under Companies act 1956/2013 b) An LLP firm incorporated under limited liability partnership act 2008 c) A partnership firm registered under partnership act 1932.	Certificate of Incorporation and/or registration under relevant law And Copy of a valid GSTN & PAN
1.2	Bidder should have an average annual turnover of at least INR 80 Lakhs and OEM average Annual Turnover of at least INR 160 during any three (3) years of the last five (5) financial years (F.Y. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from Supply of similar equipment.	Copy of audited financial Statements for the last five (5) financial years (F.Y. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) certified by Chartered Accountant and supported with certificate from Chartered Accountant clearly specifying turnover.
1.3	Bidder should have minimum 5 years of experience in supplying similar products of same make (OEM) in the last 5 years (F.Y. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24). The following will be considered:  a) Value of at least one work order supported with satisfactory certificate should be minimum Rs. 35 lakhs per year executed in the last five years (F.Y. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)  b) The Bidder shall have supplied minimum of 5 similar Machines in last 5 years. (F.Y. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)  c) The Bidder shall have supplied minimum of 5 similar Machines in different States.	Copy of Work Orders and respective completion certificates certified by Respective Departments.  Satisfactory after sales services certificates must be enclosed from minimum 5 users.

	Note: Experience claimed without supporting documentation to showcase completion shall not be considered.	
1.6	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/ PSU/ Banks/ Scheduled Commercial Banks as on the date of submission of the proposal under this RFP.	Affidavit of stating that the bidder is not being blacklisted / debarred by any Ministry/State/ Central Govt./ UT Administration/ Semi Government Organization/ PSU at any point of time on the stamp paper.
1.7	The proposed product shall have the below certifications: <ul style="list-style-type: none"> <li>• MHA compliance certification</li> <li>• ISO 9001 certification</li> </ul> And any other relevant certifications would be an added advantage.	Valid Certifications to be produced
1.8	The Bidder/OEM shall have service centre network all over the state of Odisha	Valid documentary evidence to be produced

#### Others

- a) Odisha Police Department shall validate the “RFP Document Fee & Bid Security/Earnest Money Deposit (EMD)”. If the contents of the EMD & Document fee are as per requirements, only then Odisha Police Department shall evaluate the documents required for Pre-Qualification.
- b) Each of the Pre-Qualification Criteria mentioned RFP is mandatory. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.
- c) Bidder would be informed of their qualification/disqualification based on the Prequalification Criteria and subsequently, the EMD shall be returned to the respective disqualified Bidders. The EMD of Successful Bidder shall be returned after the submission of Performance Bank Guarantee by their firm.

**NOTE:** Proposals not conforming to the above requirements shall be rejected. The bidders who will qualify and complied with all documents mentioned in above table for the pre-qualification criteria the Technical Evaluation Committee (TEC) will access the documents and marking will be done as shown in the table below.



## SECTION VIII – TENDER FORMS

### Annexure A – Technical Proposal Submission Form

[On Letterhead]

Tender No:

Date:

To:

Office of the A.I.G. (Provisional)

Odisha Police Headquarters

Buxi Bazaar, Cuttack

Odisha

**Sub: Submission of Technical Proposal in response to “Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager”**

Dear Sir / Madam:

We, the undersigned, have examined the above mentioned RFP including all its amendments / corrigendum and offer to supply and deliver the Equipment as mentioned in the table below (Description of Equipment and Services) in conformity with the technical specifications and other provisions of the said RFP and our proposal shall remain valid for the period as specified in the RFP document or for subsequently extended period, if any, agreed to by us.

If our tender is accepted, we undertake:

- to deliver the Equipment and Services in accordance with the delivery schedule specified in the RfP
- to provide a Performance Bank Guarantee as specified in the RfP document

We confirm that we fully agree to the terms and conditions specified in above mentioned RFP document, including amendment/ corrigendum if any.

We confirm that the price bid submitted by us will remain valid for a period of 90 days from bid submission date.

We understand that you are not bound to accept any Proposal you receive.

We understand that you are not bound to accept the lowest or any tender you may receive.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We clarify/confirm that we comply with the eligibility requirements of the tender documents.

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

**Annexure B – Format for Power of Attorney for Authorized Signatory/Representative**

[On INR 100 Stamp Paper]

**Power of Attorney**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for \_\_\_\_\_ including signing and submission of all documents, bids and other documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of our Proposal and providing information / responses to the A.I.G. (Provisional), Odisha Police Department, Government of Odisha (the "Authority"), and for representing us in all matters before the Authority, and generally dealing with the Authority in all matters in connection with our Proposal for the said Project and/ or upon award thereof till the Contract is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_  
(Name, Designation and Address)

-----  
(Signature)

(Name, Title and Address of the Issuer)

Accepted  
\_\_\_\_\_  
(Signature)  
(Name, Title and Address of the Attorney)  
Date: \_\_\_\_\_

**Note:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *In case of Sole proprietor firm, unless the firm authorizes persons other than the proprietor itself, this PoA shall be not required.*

**Annexure C – Profile of Bidder**  
[On Bidder's Letterhead]

1.	Name of Bidder (as registered in the Certificate of Registration / Incorporation):	
2.	Legal status of the firm:	
3.	Postal Address of Registered Office in Odisha	
4.	Authorized Representative (as per PoA details submitted, if any)	
5.	Year of Incorporation	
6.	Registration Number under Companies Act / Other applicable laws	
7.	PAN Number	
8.	GST Registration number	
9.	IEC Number, if applicable	
10.	MSME / SSI / NSIC Number, as applicable	
11.	Contact Details of concerned person  Name & designation: Phone number: Email ID:	

**Note:**

- i. The Bidder shall submit its notarized incorporation documents, self-attested PAN and self-attested GST registration certificate.*

**Annexure D – Manufacturer’s Authorization Form**

[On OEM’s Letterhead]

Date

To,  
Office of the A.I.G. (Provisional)  
Odisha Police Headquarters  
Buxi Bazaar, Cuttack  
Odisha

Dear Sir,

Sub: Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager

Ref: RFP document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the tender) having factories at \_\_\_\_\_, hereby authorize Messrs. \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred RFP documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s): \_\_\_\_\_ (please provide reason here).

We confirm that Messrs. \_\_\_\_\_ (name and address of the above agent) is authorized dealer of our firm to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred RFP document for the above goods manufactured by us.

We also hereby extend our full warranty as specified in the Proposal, for the goods and services offered for supply by the above firm against this RFP document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and shall provide comprehensive maintenance support for a period of 1+2 years from the date of issue of satisfactory report issued by the Competent Authority for supply of equipment under the contract.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs.’ \_\_\_\_\_

[Name & address of the Manufacturer]

**Note:**

- 1) *This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

**Annexure E – Bidder’s Technical Experience**

[On Letterhead]

[Certified by Statutory Auditor]

S. No.	Work Order No. & Date	Name Of the Department/ Ministry	Duration Of Contract (Start Date – End Date)	Contract Value (INR In Lakhs)	No. Of Manpower Provided
1					
2					
3					
4					
5					
6					
7					
8					

**Note:**

- a) Completion Certificate duly signed by the Competent Authority shall also be enclosed for each completed work.

For and on behalf of (Name of the Bidder)

Name :

Designation :

Place :

Date :

**Annexure F – Bank Guarantee Format for Performance Security**

[Form To be signed and submitted with the Tender]

Date

To,  
Office of the A.I.G. (Provisional)  
Odisha Police Headquarters  
Buxi Bazaar, Cuttack  
Odisha

**WHEREAS**..... (Name of Successful Bidder) hereinafter called "the Successful Bidder" has undertaken, in pursuance of Contract No.....Dated.....2020 to supply..... (Description of Goods and Services) hereinafter called "the Contract"

**AND WHEREAS** it has been stipulated by you in the said Contract that the Successful Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Successful Bidder's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Successful Bidder a Guarantee:

**AND WHEREAS** we, (Name of the Bank) having our registered office at ..... and one of its branches at [*insert address of branch at Odisha*] ("**Bank**") have agreed to give the aforesaid Guarantee:

**THEREFORE** we hereby affirm that we are Guarantors and responsible to you, on behalf of the Successful Bidder, up to a total of..... (Amount of the Guarantee in Words and Figures) and we irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Contract by the said Successful Bidder and unconditionally and irrevocably undertake to pay forthwith to you, upon your first written demand declaring the Successful Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Any such written demand made by you stating that the Successful Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Contract shall be final, conclusive and binding on the Bank.

1. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Successful Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Contract, and the decision of the Authority that the Successful Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Successful Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
2. The Guarantee shall not be affected by any change in the constitution or winding up of the Successful Bidder or the Bank or any absorption, merger or amalgamation of the Successful Bidder or the Bank with any other person.
3. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any

way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the Contract or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Contract by the said Successful Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Successful Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Successful Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Successful Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

4. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
5. We undertake to make the payment on receipt of your notice of claim on us addressed to [\*\*\*] Bank, payable at [\*\*\*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
6. It shall not be necessary for the Authority to proceed against the said Successful Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Successful Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
7. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
8. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. [\*\*\*]. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 5 hereof, on or before period stated herein below.

This guarantee is valid until the ..... Day of..... 20\_\_

Signature and Seal of Guarantors

.....  
.....  
.....

Date ..... 20\_\_

Address:



.....  
.....

**Annexure G –Technical Specification Compliance Form**

[Should be on Bidder letterhead with following format only for Each Equipment separately]

Date

To,

Office of the A.I.G. (Provisional)  
Odisha Police Headquarters  
Buxi Bazaar, Cuttack  
Odisha

**Make:**

**Quoted Model:**

S. No.	As Per Tender Specifications	Compliance/ Not Compliance	Any Deviation/ Remarks
1			
2			
3			

Date:

Place:

Name:

Company Seal:

Bidder  
Signature:

**Annexure H –Earnest Money Deposit Declaration**

[Should be submitted on Bidder's Letterhead and Signed and Sealed]

From,  
(Bidder).....  
.....  
.....

Date

To,  
Office of the A.I.G. (Provisional)  
Odisha Police Headquarters  
Buxi Bazaar, Cuttack  
Odisha

Dear Sir,

Sub: Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager  
Ref.: RFP document No \_\_\_\_\_ dated \_\_\_\_\_

- 1) I/We hereby Submit a Declaration that The Tender Submitted by the undersigned, on Behalf of the Bidder <Name of Bidder> and <Address of Bidder>, Shall not be withdrawn or modified during the period of validity or extended period of validity.
- 2) I/We, On behalf of the Bidder <Name of Bidder> and <Address of Bidder>, also accept the fact that in case the Tender is withdrawn or modified during the period of its validity /extended validity period of if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance security and Additional Performance Security, If any, before the deadline fixed in the Tender Document, then <Name of Bidder> and <Address of Bidder>, will be debarred for participation in the tendering process for the procurements of this Entity for a period of three Year from the date of default.

Date:  
Place:  
Company Seal:

Signature:  
Name:  
Designation:

**Annexure I –Proof of Service Centre in Odisha**  
[Should be issued by Manufacturer Only & As per the Format Only]

Date

To,  
Office of the A.I.G. (Provisional)  
Odisha Police Headquarters  
Buxi Bazaar, Cuttack  
Odisha

Dear Sir,

Sub: Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager  
Ref.: RFP document No.

The following are the details of our service centres in Odisha State:

Sl.	Service Centre Address	City	Service Centre Inception Date	Landline Number/Mobile Nos. of the Engineers	Number of Engineers working
1.					
2.					
3.					

Date:

Signature:

Place:

Name:

Company Seal:

Designation:

Note:

- 1) *This letter of declaration should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its tender.*

## Annexure J – GST Payment Receipt / Challan

[For last three Months]

[Along with GSTR3B acknowledgment/ return for the same period]

GOODS AND SERVICES TAX PAYMENT RECEIPT							
CPIN:		Deposit Date :		Deposit Time :		e-Scroll :	
Payment Particulars							
CIN:		Name of Bank:			BRN:		
Details of Taxpayer							
GSTIN:		E-mail Id:			Mobile No.:		
Name:		Address :					
Details of Deposit (All Amount in Rs.)							
Government	Major Head	Minor Head					
		Tax	Interest	Penalty	Fee	Others	Total
Government of India	CGST						
	IGST						
	CESS						
	Sub-Total						
	SGST						
Total Amount							
Total Amount (in words)							
Mode of Payment: Internet Banking -							
Notes:							
1. Status of the transaction can be tracked under 'Track Payment Status' at GST website							
2. Payment status will be set as 'Paid' for this transaction.							
3. This is a system generated receipt.							

Form GSTR-3B						
[See rule 61(5)]						
		Year	2017-18			
		Month	December			
1. GSTIN		97AJIPA1572E7Z8				
2. Legal name of the registered person		ANGAD JASBIRSINGH ARORA				
<b>3.1 Tax on outward and reverse charge inward supplies</b>						
Nature of Supplies	Total Taxable value	Integrated Tax	Central Tax	State/UT Tax	Cess	
(a) Outward taxable supplies (other than zero rated, nil rated and exempted)	1000	1000	1000	1000	0	
(b) Outward taxable supplies (zero rated)	0	0	-	-	0	
(c) Other outward supplies (Nil rated, exempted)	0	-	-	-	-	
(d) Inward supplies (liable to reverse charge)	0	0	0	0	0	
(e) Non-GST outward supplies	0	-	-	-	-	
<b>3.2 Inter-state supplies</b>						
Nature of Supplies	Total Taxable value	Integrated Tax				
Supplies made to Unregistered Persons	50000	1000				
Supplies made to Composition Taxable Persons	0	0				
Supplies made to UIN holders	0	0				

**Note:**

- 1) To be submitted for each of the three months with applicable challan/receipt copies and the return copies as applicable.
- 2) Separate files for each year to be submitted.

### Annexure K – Annual Turnover Statement

The Average Annual Turnover of M/s. \_\_\_\_\_  
\_\_\_\_\_ for the three (any 3 years out of the last five) financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover (in Rs.)
1.	2019 - 20	
2.	2020 -21	
3.	2021 – 22	
4.	2022 - 23	
5.	2023-24	
6.	<b>Average turnover:</b>	

Date:

Chartered Account's Signature:

Place:

Name:

Chartered Account's Seal:

Chartered Accountant's Registration Number:

UDIN:

Note:

- 1) *The Turnover Certificate issued by the CA should be excluding taxes.*
- 2) *Any mismatch of data between the CA Statement and the P&L and Balance Sheet, will be considered the bidder being non-responsive.*

**Annexure L – Format of Affidavit**

[To be submitted by Bidder on Stamp Paper of Rs.100/-]

**AFFIDAVIT**

This affidavit is executed by M/s. \_\_\_\_\_ on day \_\_\_\_\_, Year \_\_\_\_\_, for the tender of A.I.G. (Provisional), Odisha Police Headquarters, Government of Odisha for the tender “Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager” vide Reference No. \_\_\_\_\_ dated \_\_\_\_\_.

We/I hereby declare and undertake on oath as follows:

- 1) We / I that all the documents, testimonials, certificates, etc., submitted by us for the above mentioned tender are all correct and genuine.
- 2) We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, submitted by us as Eligibility and Technical Criteria are correct and genuine.
- 3) We / I declare that our firm / company M/s. \_\_\_\_\_ is not blacklisted or de-registered by any Government / Quasi Government / and other organization.
- 4) We / I declare that we / I will not supply End of Life and / or refurbished equipment / items.
- 5) We / I declare that the items quoted by us shall be in commercial production and support by the manufacturer for a Contract Period as stated in the Tender.
- 6) We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then we / I shall be blacklisted by the Odisha Police Department and all Government of Odisha and other State / Departments and Agencies across India for a period of five years.

Identified by me:

Deponent

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

### **Annexure M – Financial Bid Format**

[To be uploaded on e-Procurement Portal Only]

The financial bid format is only for reference. The Bidders should submit their financial bid in the below format only on the e-procurement portal clearly mentioning the lump sum amount for all line items.

The total financial cost will be summation A and B (Annual) as given below:

<b>SL. No.</b>	<b>Items</b>	<b>Unit</b>	<b>Qty</b>	<b>Total Amount (Inclusive Of All Taxes) (INR in Lakhs)</b>
1	Handheld Thermal Imager with 4-year warranty	Nos	8	
Total Inclusive of all Taxes				

**Note:**

- All expenses related to travelling, lodging, boarding and other expenses during project inception have to be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered. Any changes (upward or downward) in the taxes/duties shall be accordingly revised at the time of actual payments and paid. Goods & Service Tax will be paid by department as per the norms defined by Government of India at the time of actual payment. Any other taxes excluding GST should be including in financial proposal.
- In case of any variation in rates between words and figures, highest value of them will prevail.



**Annexure N – Format for Contract Agreement**

[To be submitted by Bidder on Stamp Paper of Rs.1000/-]

[To be Submitted by the Successful Bidder at the time Signing of Contract]

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_\_day of the month of \_\_\_\_\_ between, on the one hand, “**Odisha Police Department** ” constituted on 27<sup>th</sup> August 1956 hereinafter called “Authority” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) and, on the other hand M/s

\_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter called the “Bidder” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees).

Whereas

- a. The Authority has selected the Bidder to provide services as per specifications mentioned in the bid document “**Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager**” and as defined in the General Conditions of the Contract.
- b. By filling the bid document and signing it the Bidder has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.
  - a. The complete set of deviations issued from time to time.
  - b. Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by Authority.
  - c. All Conditions laid down in this RFP under.
  - d. Any other communications issued prior to signing of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND ON BEHALF OF  
 Odisha Police Department.  
 (Name)  
 Designation  
 (Authorized Representative)

Witness:  
 .....  
 .....  
 ..... By Authorized Signatory  
 FOR AND ON BEHALF OF  
 M/S. ....

**Annexure P – Non- Blacklisting Declaration Form**

(Declaration on the Letter Head)

I, M/s. \_\_\_\_\_ (Bidder Name), \_\_\_\_\_  
(.....registered office.....) here by certify and confirm that we or any of our directors / partners are not barred or blacklisted any Central / State Government or Public Sector Units (PSUs) or any State/Central Police Departments from Participating in **Request For Proposal for Selection of Agency for Supply of Handheld Thermal Imager** as on the tender submission date.

We undertake that, in the event of us or any our directors/promoters being blacklisted/barrred at any time post the date of this undertaking, we shall intimate A.I.G. (Provisional), Odisha Police Department, Odisha of such blacklisting.

We further confirm that we are aware as per document no. \_\_\_\_\_ dated \_\_\_\_\_ our application would be liable for rejection in case any misrepresentation is

\_\_\_\_\_ made or discovered with regard to the requirement of this document any state of process or thereafter the registration will be liable for termination and Odisha Police Department, may take appropriate action against us.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_

Name of the Manufacturer: \_\_\_\_\_

Signature of the Authorised Signatory of Manufacturer: \_\_\_\_\_

Address with Pin Code: \_\_\_\_\_

### Annexure Q – Land Border Non-Sharing Declaration Form

This affidavit is executed by M/s. \_\_\_\_\_ on day \_\_\_\_\_, Year \_\_\_\_\_, for the tender of the Odisha Police Department, Government of Odisha for the tender “Request For Proposal for Selection of Agency For Supply of Handheld Thermal Imager” vide Reference No. \_\_\_\_\_ dated \_\_\_\_\_.

We/I hereby declare and undertake on oath as follows:

- We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (Gol Letter No. F.No. 6/18/2019 PPD dated: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020.
- I/ We certify that, we are not from such a country which shares a land border with India, and we are eligible to be considered.

(or)

I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

- We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered. (A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)
- We aware of the fact that, if the information provided by us in this certificate/ declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ Lol and further legal action against us in accordance with law.
- We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

Date:

Signature:

Place:

Name:

Company Seal:

Designation:

xxx-END OF DOCUMENT-xxx