

Short Term Tender Notice

Govt. of Uttarakhand
Office of the Director General of Police,
Police Headquarter, Uttarakhand,
12, Subhash Marg, Dehradun

Tel. 0135-2712685
Fax no 0135-2712080
Web:www.Uttarakhandpolice.uk.gov.in

TenderNo:DG-III-338 /2013

Dated:January ,2013

1- On behalf of the Governor of Uttarakhand , the Uttarakhand Police Department intends to purchase Water Equipment of following description. Hence Sealed short term tenders are invited from manufacturing units/Dealers.

S.No.	Description of stores	Quantity	Tender Fee(In Rs)	Earnest Money (In Rs)	Specification/Sample
1	Buoyancy Control Device	10	282-00	12,000-00	attached

The Tendering firms are requested to submit their sealed offer in two parts (Technical Bid and Financial Bid) as per the instructions given in tender document.

- | | Date | Time |
|---|-------------|----------|
| 2- Last Date for receipt of tender | 11 -02-2013 | 14:00 PM |
| 3- Tender Fee:- Tender Document can be obtained on working days between 10.00 AM to 17.00PM from the Section officer-III Police Headquarter, Dehradun on payment of tender fee through Demand draft in favour of Inspector General of Police, Uttarakhand Police Headquarter Dehradun. Tender document downloaded from Uttarakhand Police website are allowed provided the tender fee through Demand Draft is submitted along with technical bid.(Website- www.uttarakhandpolic.uk.gov.in | | |
| 4- Validity of Offer: | 60 Days | |
| 5- Delivery period: | 30 days | |
| 6- Tenderers are advised to go carefully through the tender document and instructions available in PHQ and ensure compliance before submitting their tender. The condition other than those mentioned in the tender notice and tender document shall not be acceptable and such offers may be ignored. | | |

(J.C. Pandey)
Insp. General of Police,HQ
Chairman
Purchase Committee,
Police H.Q., Uttarakhand
Dehradun.

Govt. of Uttarakhand
Office of the Director General of Police,
Police Headquarter, Uttarakhand,
12, Subhash Marg, Dehradun

Tel. 0135-2712685
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Web: www.Uttarakhandpolice.uk.gov.in
Dated: January , 2013

Tender no: DG-III- 338 /2013

1- On behalf of the Governor of Uttarakhand, Uttarakhand Police Department intends to purchase Water Equipment. Sealed short term tenders are invited from manufacturing units/Dealers for the use of Uttarakhand Police as detailed in the said schedule i.e. Technical and Financial Bids separately.

2- The conditions of contract, which will govern any contract made, are contained in the schedule attached. Any special conditions attached to this invitation to tender will also form part of the conditions.

3- If you are in a position to quote for supply in accordance with the requirement stated in the attached schedule, the same will be filled in, signed and returned to this office. You must also furnish with your tender all information called for, as indicated in the schedule. A list of questions as given at paragraph 38 of the schedule should also be answered along with the tender, failing which your tender is likely to be ignored and not considered.

4- The tender should be addressed to "The Chairman Purchase Committee, Police H.Q., 12-Subhash Road, Dehradun". The bids will be in two parts, viz. technical bids and commercial bids. Both these bids will be in separate sealed envelopes endorsed as " **Water Equipment** ". Both sealed envelopes should be kept in a common sealed envelope endorsed properly with tender no, name of the item and addressed to the Chairman Purchase Committee, Police H.Q. 12-Subhash Road, Dehradun. This tender is not transferable. The following point will be strictly adhered to while filling up the forms:-

- (a) **Company will affix their company's stamp in the space provided at the Bottom of each sheet and authorized signatory of the company must also sign this.** Additional sheets duly authenticated may be attached to elucidate specification or clarify a point. Without the above, bids are liable to be rejected.
- (b) The costs to be indicated for item should be FOR, Police Headquarter, Uttarakhand, Dehradun
- (c) Total cost for the full quantity to be supplied will be clearly indicated. Incomplete quotations will be rejected.

5- Earnest Money as indicated in the schedule of tender enquiry will be deposited along with the tender form (**Technical Bid**). Offers received without Earnest Money are liable to be rejected.

(J.C. Pandey)
Inspr. General of Police, HQ
Chairman
Purchase Committee,
Police H.Q., Uttarakhand
Dehradun.

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

TENDER ENQUIRY

Tender enquiry No. **DG-III-338 /2013**

Dated: **January ,2013**

1- Dates and Time schedule for tender are given as follows:-

S. No.	Scheduled	Date	Time	Place
1.	Last date for receipt of tender	11-02-2013	14:00 PM	PHQ 12-Subhash Road Dehradun
2.	Opening of Technical Offer	11-02-2013	16:00 PM	PHQ 12-Subhash Road Dehradun
3.	Demonstration of Equipment/Sample	12-02-2013	10:30 AM	PHQ 12-Subhash Road Dehradun
4.	Opening of Financial Offer & Financial meeting	12-02-2013	16:00 PM	PHQ 12-Subhash Road Dehradun

2- Details of stores :-

Sl. No.	Description	Unit/ Quantity	Tender Fee (In Rs)	Earnest Money(In Rs)	Specification/ Sample
1	Buoyancy Control Device	10	282-00	12,000-00	Attached

3- Qualitative Requirements and specifications for the stores are given at **Appendix 'A'** attached.

4- The Tendering firms are requested to submit their sealed offer in two parts(Technical bid and Financial bid) as per the instruction given in tender document.

5- The "Technical Bid and Financial Bid" are to be submitted in two separate sealed envelopes clearly super scribed "Technical Bid" and "Financial Bid" in bold letters. The Tender No. and date should also be mentioned on the top of envelopes.

6- Both the sealed bids should be kept in one sealed envelope super scribed with tender No. and name of item.

7- **Tender Fee:- Rs. 282/-**

The tender document can be obtained on working days between 10.00 AM to 17.00 PM from the Section Officer-III Police Head Quarter, Uttarakhand, Dehradun on payment of tender fee through Demand Draft. in favour of Inspector General of police, HQ, PHQ, 12 Subhash Road, Dehradun.

8- Tender documents downloaded from Uttarakhand Police website are allowed provided the tender fee through Demand Draft is submitted along with the technical bid.(Website-www.Uttarakhandpolice.com). All other conditions as stated in para 4,5,6 remain same.

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

9- Earnest Money (Bid Security) Rs. 12,000 /-

The tendering firm will submit Earnest money in the form of F.D.R. pledged to Inspector General of police, HQ ,PHQ, 12 Subhash Road, Dehradun with a validity period of two months beyond the date of bid- validity.

10- **Demonstration** :- As per the date, time and place mentioned in para-1 of tender enquiry. Vendors will be asked to demonstrate the stores/equipments before the technical inspection committee on "No cost No commitment basis".

11- **Validity of Offer** :- Vendors are required to keep their offers **valid for a period of 60 (Sixty) days** form the date of purchase order.

12- Delivery Period -30 days.

The supply by the firm should commence immediately on receipt of the supply order and should be completed **with in 30 days** of the placement of supply order. In case the firm anticipates delay in supply due to any unforeseen reasons, the firm will at once bring it to the notice of purchaser, who after considering the reasons as valid and beyond to firm's control may give extension in time, but the Liquidated Damages clause will be implemented.

13- PAST PERFORMANCE REPORT

The firm should give **past performance report** of the stores/equipments supplied earlier to the department/organization along with Technical Tender as a supporting document.

14- **Financial Bid:** Tendering firm are required to quote their financial offer in the format given in tender documents. The rates should be quoted FOR Police Headquarter, Uttarakhand, Dehradun

15- The Stores/equipments will be delivered at **Police Headquarter, Uttarakhand** for inspection and acceptance. In case of change, if any, the delivery site shall be mentioned in the supply order.

16- All packing cases, packing containers and other similar materials shall be supplied free of cost by the vendors and shall not be returned unless otherwise specifically agreed upon.

17- EVALUATION CRITERIA

The committee guidelines for evaluation of offers will be as follows.

- a. Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender technically .
- b. The lowest 'Acceptable' tender shall be considered further for placement of contract/supply Order after complete clarification and price negotiations as applicable. The lowest bidder (L-1) will be decided on a cost of the stores/equipment.
- c. Liquidated Damages clause will be applicable as per the tender document

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

18- **OPTION CLAUSE** :- The contract shall have an option clause, wherein the buyer can exercise an option to procure an additional **50%** or less by 25% of the original contracted quantity in accordance with the same terms and conditions of the present contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely at the discretion of the buyer to exercise the option or not.

19- **REPEAT CLAUSE** :- The contract shall have **Repeat Order** clause, wherein the buyer can order up to 50% quantity of the items under present contract within six months from the date of successful completion of this contract, cost terms and conditions remaining the same. Request confirm acceptance of this clause. It will be entirely the discretion of buyer to place repeat order or not.

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

21- The **Commercial offer** will be opened by a committee and If the firm desires, it may depute their representative, duly authorized in writing, to be present at the time of opening tenders. Further negotiations will be made only with the lowest bidder (L-1) as determined by the committee.

THE PURCHASER/ACCEPTING OFFICER

22- On behalf of the Governor of Uttarakhand "The Chairman of Purchase Committee, Police Head Quarter Dehradun", will be the accepting authority after departmental approval at the required level. **The purchaser has the sole discretion to accept or reject any tender without assigning any reason.**

23- Once the supply order has been placed, it will be the Vendor's responsibility to supply all the equipment with all the accessories.

24- Any conditions/terms given in the technical or commercial bids by the vendors will not be binding on the Police Head Quarter, Utrakhand. All terms and conditions for the supply, delivery, testing and acceptance, payment, warranty and penalty will be as given herein and no change in terms or conditions by the vendor will be accepted. Alterations/over writing if any, in the tender document should be attested properly by the vendor, failing which the tender will be rejected. Vendor will not make any assumption while submitting their bids. If required, clarifications will be sought prior to the submission of the bids on Tele 0135/2712685 and Fax No. 0135/2712080 or through letter to the member Secretary purchase committee.

25- Format for Bank Guarantee is given in the Tender Document (Attached)

26- Bank Guarantee(BG) should be sent to The Chairman Purchase Committee directly by the issuing bank under Regd Post (AD).

27- When BGs are sent directly by vendor due to some emergent factors, vendor should ensure that one unstamped duplicate copy of the guarantee is sent by their Bank directly to The Chairman Purchase Committee.

28- INSPECTION

(a) The inspection of equipment will be done according to specification. This time will be included in delivery period.

(b) On receipt of stores, it will be subject to inspection, to ascertain that they conform to the specifications as laid down in the supply order, by the Committee of Officers detailed by the Department. In case the stores ordered on receipt are not found to be conforming to the laid down specification, the defective stores will be removed and replaced by stores of the correct specification by the supplier at his own expense **within a period of 15 days** of inspection. In case of any dispute, decision of the purchaser will be final and binding.

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

29- Delivery of stores as given in the Para 15 above will be at a location to be intimated in supply order. The stores will be subjected to the acceptance testing procedure to test the individual components of stores. The specification of the stores should be in conformation with the details provided by the vendors as per the given specifications. The purchaser would issue a copy of Inspection Note on successful completion of acceptance testing/inspection. The date of issue of acceptance certificate would be deemed to be the date on which the warranty will commence for the entire systems.

30- **SECURITY CLAUSE:-** To ensure due performance of the contract, the performance security deposit is to be obtained from the successful bidder who has been awarded the contract. On finalization of lowest tender on opening of commercial bid/tender or after price negotiation, the lowest tenderer will be intimated of this fact and will be required to submit a **Security deposit of sum of 10% of the value of the proposed supply order in the form of bank guarantee of a Nationalized Bank payable in favour of Inspector General of police, HQ PHQ, 12 Subhash Road, Dehradun with in 07 days.** On receipt of the above , supply order will be issued within 05days. In the event of non receipt of security deposit within 05 days of the issuance of written intimation to the tenderer, the supply order would not be issued and earnest money is liable to be forfeited. The supply order will be issued only on receipt of Security Deposit of contract. The Bank Guarantee will be returned on successful completion of supply order as per the conditions.

31- **Liquidated Damages :-** If the vendor fails to complete in full all deliveries with accessories, equipment and its components or fails to complete the implementation within the stipulated period in accordance with the supply order, the vendor shall pay to the purchaser liquidated damages @ 0.5% of the value of the undelivered items for each completed week of delay up to the maximum of 10% to the value of the undelivered items. There after the buyer will have the right to terminate the supply order. In case of such delay , the buyer will have the option to explore the market at the vendor risk and cost. The mode and method of such risk purchases will be at the total discretion of the buyer i.e. The Chairman of purchase committee.

32- **METHOD OF PAYMENT OF LIQUIDATED DAMGES(L.D.):**- The amount charged as liquidated damages shall be deducted by the Customer from the amount due for payment to the Vendor. If the amount of such LD exceeds the payment due to the Vendor, the Vendor shall within 30 (Thirty) days make payment to the customer in full and final settlement of claims failing which the Bank Guarantee will be encased to make good the amount exceeding the payments due to the Vendor.

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

33- **WARRANTY AND MAINTENANCE BACKUP :-**

- a. Vendors will provide two years free on site comprehensive warranty from the date of acceptance of stores as agreed upon. The exact duration of warranty period will be mentioned in the supply order according to the life of stores. During warranty the Vendor will repair/replace equipment/part/accessories, which become defective without any cost.
- b. During the warranty period, the buyer may invoke the performance guarantee (10% of the tender value) in case the vendor fails to ensure a rectification of defects within one week of the defect being intimated. The items of consumable nature must be specified while tendering.

34- **LAWS GOVERNING THE CONTRACT:-**

- a. This contract shall be governed by the Indian laws in force.
- b. The marking of all stores supplied must comply with the requirements of the Indian Acts relating to trade and merchandise marks and of the rules made under such acts.
- c. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.

35- **JURISDICTION OF COURTS:-** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

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

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

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

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

- a. What is your guaranteed schedule of delivery?
- b. Have you offered the stores conforming fully with the tender enquiry specification?.In case no, the extent of deviation should be indicated.
- c. Have you offered packing as stipulated? If not, please indicate the details of packing you intend to offer.
- d. Are you registered for the stores quoted in the tender with the DGS&D, DGQA or any other Authority? If so, give the Registration No. with present validity.
- e. Have you ever been blacklisted as a supplier by any buyer agency/deptt.? If yes, give details.

(Additional paper sheet, properly signed and stamped, may be used to answer above questions.)

39- (a) Give your **Permanent Account Number** allotted by the income tax department along with a photocopies of the **PAN Card application/PAN Card, Central Sales Tax Number (CST)/State sales Tax Number (with date of validity)/Trader Identification Number (TIN) and latest Sales Tax Clearance Certificate** with the technical bid.

(b) One Non-Judicial Stamp paper of Rs. 100/- (One Hundred only) duly stamped having seal of firm and signatures of Vendor/representative should be submitted along with technical bid.

40- Name and full address of your Banker(s).

N.B. All the above questions must be answered. The liability for furnishing correct informations in the tender document shall rest exclusively with the bidder.

DECLARATION

I/we hereby declare that I/We have read the terms and conditions of the tender and agree abide by the same and by the decisions of the purchaser as per these terms and conditions.

No conditional clause in the quotation is acceptable. All offers will be considered without prejudice to the rights and privileges of the purchaser.

41- I/We acknowledge that I/We have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies/Services required under the contract will have to be made or furnished and with all the terms clauses, conditions, specifications and other provisions of the contract and I/We shall not plead ignorance of any of these as excuse in case complaint against or rejections of supplies/services supplied by me/us with a view either to asking for enhancement of any rates agreed to in the contract or to evading of my/our obligation under the contract.

Company's Stamp/Seal

Signature-----

(Authorised Signatory)

Dated:

Name

42- Dispute Resolution Mechanism:-

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

Arbitration:-

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

43- All the rules and guidelines for procurement of goods issued by the Uttarakhand Government will be applicable.

44- Liquidated damages may be imposed for defaults/inordinate delay on the part of the supplier who is also liable to be blacklisted.

45- No representation shall be accepted after opening of financial offer.

46- The attached tender document includes detailed instructions for the bidders. These should be complied by the vendors while submitting the tender.

47- The Director General of Police Uttarakhand is empowered to accept or reject any tender without assigning any reason.

(J.C. Pandey)
Insp. General of Police, HQ
Chairman
Purchase Committee,
Police H.Q., Uttarakhand
Dehradun.

Specification

Buoyancy Control Device

Airflex adjustable back buoyancy system enabling more lift & quick deflation combined with large capacity front adjustable bladder for added stability.

Outstanding buoyancy control.

Hydro-dynamic cut & special hi-grip foam padding applied to cummerbund & shoulder interior, hugging you better for a perfect fit.

T-Comfort broad shaped backpack with thick design padding for all diver types, yet light & easy to use, imperative for maximum comfort.

Extra-flexible side pockets for expandable accessory storage & large teeth zippers for sturdier wear.

Additional compartment on the right pocket for safety buoy or valuable devices.

Patented quick-release weight system for extra safety & convenience.

Expandable back flotation pockets for trim weight adjustment.

High performance valves & Balances Power inflator ensure reliable and easy to operate inflation and deflation for controlled balance.

Constructed with heavy duty ultra-durable Cordura 1000 on the outside and lightweight nylon 420 on the inside, for a robust exterior & soft comfy interior.

Cordura color-Lock decreases wear from sun & water exposure

Carbon reinforced shoulders & pocket flaps, where you need added protection against wear & tear most.

Heavy duty shoulder strap buckles & 7 stainless steel D-rings for sure versatility & safety.

One-hand operation steel super-cinch tank band for easy to adjust security.

Reference:

Director General of Police
12, A Subhash Road,
Uttarakhand Police Headquarter
Dehradun-248001
(Uttarakhand)

TENDER DOCUMENT

FOR

PROCUREMENT OF

GOODS

DATE OF COMMENCEMENT OF
SALE OF TENDER DOCUMENT :

LAST DATE FOR SALE OF
TENDER DOCUMENT :

LAST DATE AND TIME FOR
RECEIPT OF BIDS :

TIME AND DATE OF OPENING OF BIDS

Enclosure-Schedule of Requirement and technical details

INSTRUCTIONS TO BIDDER

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and **Office of The Director General**, of police , Dehradun Uttarakhand hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Bidding Documents

The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

1. Instruction to Bidders (ITB) ;
2. General Conditions of Contract (GCC) and Restrictions
3. Schedule of Requirements(details of demands of goods, consignees ,services, etc..)
4. Technical Specifications;
5. Bid Form;
6. Price Schedules;
7. Bid Security Form;
8. Contract Form;
9. Performance Security Form;
10. Performance Statement Form;
11. Manufacturer's Authorization Form;

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

3. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or email or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which is received no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

4. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
2. All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by email or by fax, and will be binding on them.
3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

5. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in Hindi 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 Bid, the translation shall govern.

6. Documents Constituting the Bid

The bid prepared by the Bidder shall comprise all the documents according to bid document.

7. Bid Form

The Bidder shall enclose the complete furnished Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

8. Bid Prices

The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids shall not be taken into account for evaluation and shall not be considered for award.. 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 bid submitted with an adjustable price quotation will be treated as non-responsive and rejected,

9. Documents Establishing Bidder's Eligibility and Qualifications

1. The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction, at the time of submission of its bid.
3. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has to enclose the authorization, been duly authorized (as per authorization form) by the goods' Manufacturer or producer to supply the goods in India,.

[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.]

- (b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements to this end, all bids submitted shall include the following information:
 - (i) The legal status, Industrial Registration/Municipal Registration for factory license/Companies act Registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested Performance given in the bid document);

10. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1. The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
2. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
 - (a) a detailed description of the essential technical and performance characteristics of the goods ;
 - (b) a list giving full particulars, necessary for the proper and continuing functioning of the goods , following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
 - (d) For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

11. Bid Security/Earnest Money Deposit

The Bidder shall furnish, as part of its bid, a bid security/ Earnest Money Deposit in the amount as specified.

1. The bid security/ Earnest Money Deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
2. The bid security/ Earnest Money Deposit shall be denominated in Indian Rupees and shall:
3. at the bidder's option, be in the form of a demand draft, bank guarantee from a nationalized/Scheduled Bank located in India in favour IGP, HQ ,PHQ,12 Subhash Road, Dehradun and be submitted to IGP,HQ, PHQ,12 Subhash Road, Dehradun (Uttarakhand) in its original form; copies will not be accepted; and remain valid for a period of 45 days beyond the original validity period of bids,
4. Any bid not secured with bid security/ Earnest Money Deposit will be rejected by the Purchaser as non-responsive.
5. Unopened or Unsuccessful bidder's bid securities/ Earnest Money Deposit will be discharged /returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
6. The successful Bidder's bid security/ Earnest Money Deposit will be discharged upon the Bidder signing the Contract,, and after furnishing the performance security
7. The bid security/ Earnest Money Deposit may be forfeited:
 - (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to GCC; or
 - (b) in case of a successful Bidder, if the Bidder fails:

- (i) to sign the Contract in accordance with GCC; or
- (ii) to furnish performance security in accordance with the terms and conditions..

12. Period of Validity of Bids

1. Bids shall remain valid for 60 days after the deadline for submission of bids prescribed by the Purchaser, A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive
2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by email or telex or fax). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

13. Format and Signing of Bid

1. The bidder shall prepare two separate bid copies, clearly marking each for Technical Bid and Financial Bid
2. The Bidder shall prepare two separate copies of the technical bid and financial bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
3. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
4. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
5. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

14. Sealing and Marking of Bids

1. The Bidders shall seal the original and each copy of the Technical Bid and Financial Bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place the original and copy of both in an outer envelope
2. In the technical bid the bidder should not indicate any price details, if there is any price indication of the quoted equipment, the bids will be rejected.
3. The technical bid and the financial bid should be sealed by the bidder in separate covers/ duly super scribed and both those sealed covers will put in a bigger cover which should also be sealed and duly super scribed. The financial bids of only those bidders shall be opened who have qualified in the technical bid for further evaluation in ranking and the remaining financial bids (Envelopes) will not be opened and as such returned to the bidders.
4. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
5. If the outer envelope is not sealed and marked the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
6. Telex, email, post or facsimile bids will be rejected.

15. Deadline for Submission of Bids

1. Bids must be received by the Purchaser at the address specified (a) no later than the time and date specified in the Invitation for Bids In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received on the appointed time on the next working day.

2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Bids

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and/or returned unopened to the Bidder.

17. Withdrawal of Bids

1. The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

18. Opening of Bids by the Purchaser

1. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date for the submission and opening of bids being declared a holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
2. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder
3. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
4. The Purchaser will prepare minutes of the bid opening.

19. Clarification of Bids

During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

20. Preliminary Examination

1. The Purchaser will examine the bids 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 bids are generally in order. Bids from Agents, without proper authorization from the manufacturer, shall be treated as non-responsive.
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 amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
3. Prior to the detailed evaluation the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Force Majeure, Limitation of liability, law Taxes & Duties and other important documents as per ITB, GCC, Schedule of Requirements, if there is any Special conditions in the technical specification will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
4. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner indicated in ITB and in the Technical Specifications:

6. cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
7. delivery schedule offered in the bid;
8. Other specific criteria indicated in Schedule of requirements or Technical Specification.
9. Inland Transportation, Insurance and Incidentals:, Inland transportation, insurance and other incidentals for delivery of goods to the final destination .
10. Determination of a bid's responsiveness should be based on the bid itself without recourse to extrinsic evidence or oral discussions.
11. The State government, through the Administrative Department and with the concurrence of Financial Department may provide purchase/price preference for goods manufactured within the state by Small, Cottage/Khadi/ Tiny enterprises/ established within the state, The preference should not be more than ten percent of the lowest quoted rate.

21. Delivery Schedule:

The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of requirements the estimated time of arrival of the goods at the project site should be calculated for each Bid after allowing for reasonable transportation time.

1. selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
2. Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document. However the lowest acceptable bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder
3. In the rate contract system, where a number of firms are brought on rate contract for the same item, negotiation as well as counter offering of rates is permitted to the bidders under specific permission of the government.

26. Signing of Contract

1. At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. Within 07 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

27. Performance Security

1. Within 07 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
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 bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
3. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the suppliers/ bidders including warranty obligations.
4. Bid security should be refunded to the successful bidder on receipt of performance security.

28. Affidavit for non convicted etc...

Enclose a Notarized affidavit that our firm not being debarred/ Blacklisted/ prosecuted by Central Govt. or any state Govt. departments for breach of agreement etc...

GENERAL CONDITIONS OF CONTRACT AND RESTRICTIONS

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
3. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
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 Supplier covered under the Contract;
5. "GCC" means the General Conditions of Contract contained in this section.
6. "The Purchaser" means the organization purchasing the Goods
7. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
8. "Day" means calendar day.

2. Country of Origin

1. For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
2. The origin of Goods and Services is distinct from the nationality of the Supplier.

3. Turnover

Certified of gross sales turnover of supplying establishment of past three years, certified by Chartered Accountant.

4. Sale Tax/Trade Tax

The bidder should submit a copy of their sale tax/Trade Tax registration certificate and latest sale/Trade tax clearance certificate

5. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, 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.

6. Use of Contract Documents and Information

1. The Supplier shall not, without the Purchaser'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 Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2. Any document, other than the Contract itself, enumerated shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
3. The supplier shall permit the purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by the officers appointed by the purchaser, if so required by the Purchaser.

7. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

8. Performance Security

1. Within 07 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security in favour of IGP,HQ PHQ,12 Subhash Road, Dehradun to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.
2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
3. The Performance Security shall be denominated in Indian Rupees
4. A Bank guarantee issued by a nationalized/scheduled bank located in India in the form provided in the bidding documents or another form acceptable to the Purchaser
5. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
6. In the event of any contract amendment, the Supplier shall, within 07 days of receipt of such amendment furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty Obligations.
7. If the supplier fails to perform any duties in the contract period or any breach of contract, the performance Security shall be forfeited

9. Inspections and Tests

1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
2. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
3. The purchaser may ask the supplier to demonstrate the quoted model of equipment to confirm the quality and performance at no extra cost. If the equipments fails to meet the quality and performance, the bidder shall be disqualified

10. Packing

1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier.

12. Insurance

1. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
2. For delivery of goods at site, the insurance shall be obtained by the Supplier 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 and Strikes.

13. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

14. Incidental Services

The supplier may be required to provide any or all of the following services, including additional services.

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods Original Equipment Manufacturer (OEM) should ensure that in house biomedical staff of the consignee should be able to rectify all kinds of problems; for which it is mandatory for OEM /Supplier to impart Factory / workshop training and technical know how to biomedical engineering staff for preventive maintenance, servicing, faults diagnostics.

15. Spare Parts

1. The spare parts of the quoted model should be available for minimum 10years from the date of successful installation

16. Warranty

1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

2. This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 48 months after the date of shipment from the place of loading whichever period concludes earlier.
3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
4. Upon receipt of such notice, the Supplier shall, within the period specified in the contract and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where Applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract
5. After warranty period, repairs of the entire system including supply of spares, labour etc., for next Four years be done by the supplier. The supplier shall quote rate for four year comprehensive maintenance separately (year wise). The bid evaluation will take into account the bid price quoted & comprehensive annual maintenance Charges for four years after warranty.
6. The authorized supplier also responsible for warranty.

17. Payment

Payment for Goods and Services shall be made as follows:

1. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice in triplicate describing, as appropriate, the Goods delivered and the Services performed, and upon fulfillment of other obligations stipulated in the contract.
2. On Delivery: Ninety percent of the contract price shall be paid within sixty (60) days on receipt of Goods and upon submission of the documents specified below,
Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email/telex/fax/email, the full details of the shipment including contract number, date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:
 - (i) Three Copies of the Supplier invoice showing contract number, goods' description, quantity, and unit price, total amount;
 - (ii) Acknowledgment of receipt of goods from the consignee(s);
 - (iii) Three Copies of packing list identifying the contents of each package;
 - (iv) Insurance Certificate;
 - (v) Manufacturer's/Supplier's warranty certificate;
 - (vi) Inspection Certificate, If any issued by the nominated inspection agency, and the Supplier's factory inspection report; and
 - (vii) Certificate of Origin.
3. On Final Acceptance: the remaining ten percent of the Contract Price shall be paid to the supplier within 30 days after the date of the consignees acceptance certificate (the given Performa) issued by the Purchaser's representative for the respective delivery. This acceptance certificate will issue only after the completion of successful installation and training of the equipment
4. Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;
5. Where payments are to be effected through Letter of Credit (LC) the purchaser shall release only 90% of the contract value through LC balance 10 percent shall be paid only after completing the successful installation and training of the equipment
6. The LC will be confirmed at Supplier's cost if requested specifically by the Supplier;

7. If LC is required to be extended/ reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

18. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized or in the Purchaser's request for bid validity extension, as the case may be.

19. Change Orders

The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier'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 Supplier for adjustment under this clause must be asserted within thirty (10) days from the date of the Supplier's receipt of the Purchaser's change order.

20. Contract Amendments

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

21. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

22. Subcontracts (for Turn Key projects only)

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

23. Delays in the Supplier's Performance

- 1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier'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.

24. Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct 0.5% per week and the maximum deduction is 10% of the contract price from the Contract Price, as liquidated damages, of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance,. Once the maximum is reached, the Purchaser may consider termination of the Contract.

25. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser ; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the exAngola Cloths not terminated.

26. Force Majeure

- 1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

27. Termination for Insolvency

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

28. Termination for Convenience

- 1. The Purchaser, by written notice sent to the Supplier, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

29. Settlement of Disputes

1. The Purchaser and the supplier 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.
2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier 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.
3. 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 Goods under the Contract.
4. Arbitration proceedings shall be conducted in accordance with the rules of procedure
5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.
6. In case of Dispute or difference arising between the Purchaser and a supplier 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. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).
7. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.
8. Arbitration proceedings shall be held at Dehradun, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
9. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

30. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement

- (a) the Supplier shall not be liable to the Purchaser, 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 Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, 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

31. Governing Language

The contract shall be written in 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.

32. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

33. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Fraud and Corruption

The purchaser requires that the Bidders, Suppliers, Contractors, and Consultants under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the purchaser:

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

purchaser have the right to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the purchaser. If the supplier firm founds faulty purchaser can take appropriate action against the supplying firm

35. Miscellaneous Conditions

1. If the supplier firm founds faulty (any type of breach of contract) purchaser can take appropriate action against the supplying firm including "blacklisting of the firm".
2. Goods to be installed within 15 days from date of supply. Pre – requisites for Installation should be clearly mentioned at the time of submitting the bid.
3. Any conditions specified as special conditions of the contract (SCC) with the technical specification, the SCC shall overrule the GCC in the particular matter.
4. Installation should include minor Civil Works, Electrical Works & Mechanical Fabrication Works. Consignee shall provide the required space/room and electrical supply.
5. Following should be compulsory supplied to each of the consignee(Note- all written material should be preferably in both English and local language i.e. Hindi)

6. All necessary attachments required to run the System / Unit. Installation manual, Operative manual, Day to day maintenance manual / chart, Dos and Don'ts manual/chart.
7. All the judiciary procedures against this tender shall be under the Jurisdiction of Dehradun (Uttarakhand)
8. One additional copies of all the above along with one copies of service Manual (complete with Preventive maintenance, troubleshooting, fault finding, repairs manual, comprehensive & authentic circuit Diagrams, etc.) should be submitted to **Inspector General Of Police (P&M) , 12 A Subhash road , Dehradun** for necessary verification and certification of the same.
9. System / Unit models having minimum life span with good functional working of minimum 10 years should only be quoted.

BID FORM

Date :.....

Bid.Ref No :.....

TO: (Name and address of purchaser)

Sir/Madam,

Having examined the Bidding Documents and technical specifications and we offer as..... (Describe Manufacturer or Manufacturer's Authorized Representative) to supply and deliver the goods..... (*Description of Goods and Services*) in conformity with the said bidding documents

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period mentioned in the bid document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We, the authorized supplier (In the case of goods supplied by authorized supplier not by the OEM), also equally responsible for the Warranty and CMC period of the quoted equipments

Until a formal contract is prepared and executed, this bid, 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 understand that you are not bound to accept the lowest or any bid you may receive.

The agreement shall be governed and construed in accordance with the laws of India and we agree to submit to the exclusive jurisdiction of the Indian Courts at Dehradun/Uttarakhand

I do here by solemnly affirm that all the information furnished with the offer is true and nothing material is concealed

Dated this day of 20--

(Signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

BID SECURITY FORM

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) Does not accept the correction of errors in accordance with the ITB/GCC/; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

¹ *Name of Bidder*

CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between..... (*Name of purchaser*) of (*Country of Purchaser*) (Hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (Hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract and restrictions;
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

SL.	BRIEF	QUANTITY TO	UNIT	TOTAL	DELIVERY TERMS
NO.	DESCRIPTION OF	BE SUPPLIED	PRICE	PRICE	
	GOODS & SERVICES				

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... 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 Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

.....

Date.....20....

Address:.....

.....

.....

PROFORMA FOR PERFORMANCE STATEMENT IN INDIA (For a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

Order Placed by (Full address of Purchaser with phone and fax number)	Order No. and Date	Description and quantity of ordered items	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Have the items been supplied satisfactorily and working properly. (Attach the certificates from the Purchaser/ Consignee with contact address, Land line telephone Number, Fax Number and mobile number)
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Countersigned by Chartered Accountant

(Signature, Seal and full address of the CA)

MANUFACTURERS' AUTHORIZATION FORM

(From the Original Equipment Manufacturer)

Dated-.....

To

Director General of Police

12 A, Subhash Road

Uttarakhand Police Headquarter

Dehradun 248001

(Uttarakhand)

Dear Sir/Madam:

Bid Reference No.

We _____ who are established and reputable manufacturers of
(name and description of goods offered) having factories at _____ (address of factory) do hereby
authorize

M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for
the goods manufactured by us against the above Bid Ref. No.....

No company or firm or individual other than M/s _____ are authorized to bid, and
conclude the contract for the above goods manufactured by us, against this specific Tender.

We hereby extend our full guarantee and warranty as per the bid document of the General
Conditions of Contract and the Special Conditions of Contract for the goods and services offered for supply
by the above firm against this Tender.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer with full address, phone
number, email, and website address, and should be signed by a person compeAngola Cloths and
having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in
its bid.

Consignee's Acceptance Certificate

(To be given by consignee's authorized representative)

The following stores have been received in good condition:

1. Name of item supplied :
2. Product No. :
3. Name of Supplier/ Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Name and address of consignee :
Along with Tel. No. & Fax No.
7. Date of Receipt by Consignee :
8. Date of Satisfactory Installation. :
9. Signature of Authorized Representative :
of Consignee with date
10. Name & Designation of the authorized :
Representative
11. Seal of consignee :

FORMAT FOR BANK GUARANTEE AGAINST COMPREHENSIVE MAINTAINENCE CONTRACT

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No: _____ Date: _____

To.....(Name of the Purchaser)

Whereas(Name of the Purchaser) hereinafter called “the supplier” has undertaken, in pursuance of Contract No..... dated20..... 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 Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier’s performance obligations under the contract for Annual Maintainence and Repairs of the entire system including cost of spares after warranty period for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs.....(Amount of Guarantee in words and figures) being **2.5%** of the total cost of equipment and we undertake to pay you, upon your first written demand decalring the Supplier to be in default under the contract and without cavil argument, any sum or sums within the limit of Rs.....(Amount of Guarantee) as aforesaid, woithout your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until.....day of20.....

Signature and Seal of Guarantors.

.....
.....
.....
Date:20.....

NOTE:

SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

PRICE SCHEDULE (Quoting in Indian National Rupees (INR))

1	2	3	4	5	6					7	8
					Quoted Unit Rate in Rupees					Unit Price (in Rs.)	Total Price (in Rs.)
S.No.	Description of Goods	Name of Manufacturing firm	Quantity in Numbers	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty	SST	Inland Transportation, Insurance & other local costs incidental to delivery	Incidental services, if any		
				(a)	(b)	(c)	(d)	(e)	(f)	a+b +c+d +e+f	4x7

▪ Gross Total Cost Rs.-----

- We agree to supply the above goods in accordance with the technical specifications for a total Contract Price of Rs. ----- (amount in figures)
[Rs. ----- (amount in words) within the period specified in the invitation of bid.(Schedule of Requirements)

Note: Supplier shall furnish the price details in this format, any deviation from this format may cause for rejection of the price bid

Incase of discrepancy between unit price and total price, the unit price shall prevail.

For all supplies under the "Rate contract" the bidder needs to deliver all the quoted goods to all/any destinations (required) in the state of Uttarakhand in the quoted unit price.

Government of Uttarakhand, Dehradun shall issue form 'D' for concessional Central Sales Tax wherever Applicable.

Charges for Comprehensive Maintenance Charges for 4 (four) Years after 3 (Three) Years Warranty should be quoted in the annexed **Price Schedule**.

Place:

Name : _____

Date:

Business Address: _____

Signature of Bidder _____

Price Schedule for Goods Offered from Abroad

Name of Bidder _____.

Bid Ref. Number _____.

1	2	3	4	5					6	7	8
S. N o	Product Details	Name of the Manufacturer and Country Of Origin	Ex-Showroom Price	Unit prices					Unit Cost	Qty. Offered	Total Bid Price
				[a] CIF Landed	[b] Inland Transportation Insurance & other local costs incidental to delivery at the consignees site	[c] Customs duty if applicable	[d] Any other charges	[e] Indian agent's commission (If Applicable)			
									a+b+c+d+e		6 X 7

Total Bid Price –

Currency-

In Figure-

In Words-

Signature of the bidder-

Name of the bidder-

Business Address-

- Supplier shall furnish the price details in this format, any deviation from this format may cause for rejection of the price bid
- All the Demurrage charges shall be the responsibility of the bidder.
- Bidder should quote all the prices up to the consignees site
- Charges for Comprehensive Maintenance Charges for 4 (four) Years after 3 (Three) Years Warranty should be quoted in the **annexed Price Schedule** in Indian Rupees.
- In case of discrepancy between unit price and total price, the unit price shall prevail.

Annexed Price Schedule

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE AND REPAIR CHARGES AFTER WARRANTY PERIOD

A	B	C	D
Item No.	Item Description	Quantity in No.	Comprehensive Annual Maintenance & Repair charge (including spares) for each Unit Price in Rupees
1			
	Year 1	One	Under Warranty
	Year 2	One	Under Warranty
	Year 3	One	Under Warranty
	Year 4	One	
	Year 5	One	
	Year 6	One	
	Year 7	One	
	Total		

Note-

1. This should be given item wise, year wise with total in column D.
2. In case of discrepancy between unit price and total prices, the unit price shall prevail.

Signature of Bidder.....

Name of Bidder.....

Business Address.....

Place-

Date-

