

**Terms and Condition
for the purchase of Deep Search Metal detector for
Chandigarh Police**

1. The tenders/quotations in a sealed cover marked in bold letters "**TENDER FOR THE SUPPLY OF DEEP SEARCH METAL DETECTOR**" must reach in the office of the Inspector General of Police, UT Sector-9, Chandigarh on or before at 05:00 PM dt. 24.08.2011
2. No conditional optional tender/quotation shall be accepted and Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.
3. Bidders must submit an affidavit to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India. The firms blacklisted by any Govt. Department, shall not be considered for these Quotations.
4. The tender/quotation must be accompanied with tender/quotation non refundable fee amounting to Rs.1000/- in the form of Account Payee Demand Draft, Banker's Cheque from any of the financial banks in an acceptable form in favour of the **Inspector General of Police, U.T. Chandigarh.** Failure to do so will result in the rejection of tender/quotation.
5. Bid Security (Earnest Money) amount of Rs. 6000/- for Deep Search Metal Detector will be deposited in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, from any of the financial banks, in an acceptable form in favour of the **Inspector General of Police, U.T. Chandigarh.** Failure to do so will result in the rejection of the bid. Original documents w.r.t. Earnest money & tender/quotation fee must be deposited in the O/O **Inspector General of Police, U.T. Chandigarh. U.T. Police Hqrs, Sector 9-D, Chandigarh.** The quotation documents should be deposited in sealed envelope separately.

6. The bidders should have their firm registered with the Sales Tax/VAT Department, with respect to Sales Tax/ VAT and shall furnish copies of the same with their Technical Bid.
7. The Bidder shall indicate the Price of equipment as mentioned unit price including taxes/VAT without custom duty if imported and AMC Charges per Annum. The custom duty exemption certificate will be provided by Department.
8. AMC is to be considered as a loading factor and would be considered as a criterion for deciding the lowest bidder for the entire Equipment. No hidden cost will be accepted.
9. Delivery and installation of the equipment at locations to be finalized by Chandigarh Police shall be completed by the Supplier in accordance with the terms specified by the Purchaser within 42 days (6 weeks) after issuing the custom duty exemption certificate if required in favour of firm from the date of Award of Contract. If any document is required by the vender from Chandigarh Police to complete the supply, the same must be obtained within the supply period mentioned above and supply of equipment/article must be completed within stipulated period.
10. The Equipment will be accepted after inspection by purchase committee. Thereafter payment will be released in favour of supplier. No advance payment shall be made.
11. The equipment/article to be quoted by the bidder should carry 3 (three) years comprehensive on site warranty. The Warranty will start from the date of supply of the equipment and acceptance by the Department. The Bidder have to provide 2 years maintenance for the following equipment after the expiry of 3 (three) years warranty period for which bidder have to quote the AMC Charges per year separately in the quotation.
12. The Supplier shall quote the rates for comprehensive annual Maintenance of the equipments in the Price Schedule quotation for next 02 years after expiry of the warranty/guarantee period of 03 (three) years.
13. During the term of warranty/guarantee/AMC the service/repair calls will have to be attended by the Supplier within 24 hours from the time of such calls and rectify the problem maximum within 48 hours including replacement/repair of defective equipment. Beyond this the firm is liable for penalty as per term

& condition. The defective item/equipment should be repaired on the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within a week duly repaired and an immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier.

14. If the Supplier fails to repair or replace the defective Equipment/Item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the Supplier's Contract Performance Security (Contract Form attached as **annexure A-1**) and repaired failure by the Vendor in attending the complaint will attract penalties.
15. Delays in attending the calls and or repairing the defective equipment beyond time limit given in this Clause, without providing the substitute, will attract penalties. AMC charges of the delayed period will not be paid if the delay is more than one week from the specified time limit on pro-rata basis.
16. The Bidder shall undertake to train the staff nominated by Chandigarh Police twice in a year during warranty period in different aspects of equipments functioning, testing, operation, maintenance and trouble shooting.
17. If the bidder fails to supply the material within the stipulated period, the Purchaser reserves the right to impose penalty equivalent to forfeited Earnest Money + (one) percent of the price for delay in unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery of material up to a maximum deduction of 05% (Five Percent), and also blacklist the company without any notice.
18. The Bidder will undertake that supplies of necessary maintenance equipment and sufficient spares should be available in stock with the supplier and certificate for availability of spares in Chandigarh for at least 4 years after the 3 years warranty and 3 AMC period of the equipment/article after three (3) years warranty period and 3 Years AMC period specified in technical specifications and there shall be no hidden cost.

19. The Successful Bidder(s) shall be required to furnish Contract Performance Bank Guarantee for 10% of the Contract Value, at the time of award of Contract as per the prescribed Performa. Performance Security (Security Deposit) till warranty period has to be obtained from any successful bidder irrespective of its registration status. The Performance Security can also be furnished in the shape of Account Payee Demand Draft, FDR from any Financial Bank in an acceptable form and in AMC period performance security deposit for 5% of the contract value for three (3) years.
20. Bids not accompanied by Tender Fee and Earnest Money will be rejected.