

Terms and Conditions for the purchase of 04 Nos Radiation detector for Chandigarh Police

1. The tenders/quotations in a sealed cover marked in bold letters **"Short term TENDER FOR THE SUPPLY OF RADIATION DETECTOR"** must **reach in the office of the Inspector General of Police, UT Sector-9, Chandigarh on or before at 05:00 PM dt. 14.11.2011.** The quantity for purchase of above said equipment can be increased or decreased.
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. 20,000/- for Radiation 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 favor 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 one envelope separately in two parts i.e. Financial bid & Technical bid.
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 all 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 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 3 years maintenance for 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 03 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 36 hours from the time of such calls and rectify the problem maximum within 72 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-4) 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. During Warranty & AMC period the Bidder will responsible to recalibrate the equipments as per technical specifications twice in each year & a certificate also be provided in favour of UT Police Department
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 as Annexure-3. 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.

G U A R A N T E E
(Enclose with Technical Bid)

To _____

Ref: TENDER FOR PURCHASE OF RADIATION DETECTOR.

We guarantee that everything including equipment quoted in the tender to be supplied or fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications/drawings /samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the goods, but shall expire **36 months** after their acceptance by the Purchaser. The obligations under the Guarantee expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier. During Warranty & AMC period the Bidder will responsible to recalibrate the equipments as per technical specifications twice in each year & a certificate also be provided in favour of UT Police Department

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF
BIDDER

DATE _____

Annexure-2

**CHECK LIST - TECHNICAL BID
(Enclose with Technical Bid)**

If there is any deviation clarify the same separately.

| Sr. No. | Particulars | |
|---------|---|--------|
| 1. | Have you attached the tender fee in shape of Demand Draft for Rs.1000/- ? | Yes/No |
| 2. | Have you furnished (earnest Money) as per short tender/quotations document? | Yes/No |
| 3. | Do you fully comply with all the required qualifications of professionals as required in the Tender/quotations Document | Yes/No |
| 4. | Have you understood the work as mentioned in specifications. | Yes/No |
| 5. | Have you complied with Guaranty clause and attached the Performa. | Yes/No |
| 6. | Have you enclosed Tax registration certificates | Yes/No |
| 7. | Have you enclosed the affidavit/certificate/Undertaking as per clause terms & condition para-3 | Yes/No |
| 8. | Have you enclosed the comply certificate of all terms & conditions by department. | Yes/No |

SIGNATURE AND SEAL OF BIDDER

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____
Date _____
Ref _____

To _____

Dear Sir,

In consideration of the INSPECTOR GENERAL OF POLICE U.T., Chandigarh (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter No. _____ dated ____/____/____ entering into a formal contract to that effect with the Purchaser on (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs. _____ * _____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to

extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding.

- a) any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) The invalidity, irregularity or un-enforceability of the contract; or
- c) In any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We _____ hereby agree and undertake that any claim which

(Indicate the name of the bank)

the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the

Government exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs. _____ * _____ and it shall remain in force up to and including _____ ** _____ and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2010 at

WITNESS

(Signature) _____

(Signature) _____

(Name) _____

NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of

Attorney _____

* This sum shall be ten percent (10%) of the Contract Price.

The date will be 01(one) year from the date of award of the contract. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.

CONTRACT FORM

CONTRACT No. _____

This Contract made on the day of _____, ' (hereinafter referred to as the "Contract Date") between the President of India acting through the Inspector General of Police, U.T. Chandigarh -160009 (hereinafter referred to as the "Purchaser" which term will include its representatives, successors and permitted assignees) of the one part and M/s _____ a Company incorporated under the Companies Act, 1956 and having its office at _____ (hereinafter referred to as the "Supplier" which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A. The Purchaser is desirous to hire the services of _____ (hereinafter referred to Stores for Chandigarh Police and had sought a Financial offer for the supply of **RADIATION DETECTOR**.
- B. With respect to the enquiry issued by the Purchaser _____, the Supplier had submitted its Financial Bid dated _____.
- C. The Purchaser has accepted the Supplier's Financial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter _____ for the supply of the project reports and associated services at a total cost of Indian Rs. _____/-(Indian Rupees _____ -only).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
- 2. **CONTRACT DOCUMENTS:** The following documents, (each a "Contract Document" and collectively, the "Contract Documents") are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract
viz: -
 - Exhibit-A: Tender enquiry No. _____ dated _____
 - Exhibit-B: Supplier's Financial offer dated _____
 - Exhibit-C: Purchaser's Letter of Intent No _____/_____/_____

2.2 **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. **BOQ:** The BOQ shall be strictly as per Chapter 4 of the tender document.

4. **CONTRACT PRICE**

4.1 The prices for supply of stores and other associated services is detailed specifically in the Supplier Financial Officer(Exhibit-B) read with Supplier's written clarifications and confirmation letter dated _____ Exhibit CO The contract price is in India Rs. The contract price is Indian Rs. _____/- (Indian Rupees _____ only). This price including existing Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

1. **CONTRACT PERFORMANCE BANK GUARANTEE**
2. **PAYMENT SCHEDULE**
3. **DELIVERY**
4. **DELAY IN THE SUPPLIER'S PERFORMANCE**
5. **LIQUIDATED DAMAGES**
6. **FORCE MAJEURE**
7. **PATENT INDEMNIFICATION**
8. **WAIVER**
9. **ASSIGNABILITY**
10. **SEVERABILITY**
11. **GOVERNING LAW**
12. **TERMINATION FOR DEFAULT**
13. **TERMINATION FOR INSOLVENCY**
14. **TERMINATION FOR CONVENIENCE**
15. **RESOLUTION OF DISPUTES**

23. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

| | |
|---|----------------------------|
| Signed by: | Signed by: |
| Name: _____ | Name: _____ |
| Date : | Date : |
| For and on behalf of the President of India | For and on behalf of _____ |
| Witness | Witness |
| Signature : | Signature : |
| Name : | Name : |
| Address : | Address : |
| Date : | Date : |

Annexure -5

Must be attached with the Technical bid

Rates of these items must be quoted in the financial bid (BOQ)

| Sr.No. | Item | Make quoted by the bidder | Model quoted by the bidder |
|--------|---------------------------|---------------------------|----------------------------|
| 1. | RADIATION DETECTOR | | |

Signature of the Bidder

With Rubber Stamp of Company

Annexure-6

Users Names who's Already supplied this equipment

| Sr. No. | Name of Organization to whom supplied with telephone No./Fax | Rate per unit | Date of supply |
|----------------|---|----------------------|-----------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Signature of the Bidder.

With Rubber Stamp of Company.