

**TERMS AND CONDITIONS FOR THE PURCHASE OF REMOTE  
OPERATED WIRE CUTTER AND WITH WIRE FOR  
CHANDIGARH POLICE**

1. The tenders/quotations in a sealed cover marked in bold letters "**TENDER FOR THE SUPPLY OF REMOTE OPERATED WIRE CUTTER AND WITH WIRE**" must reach in the office of the Inspector General of Police, UT Sector-9, Chandigarh before on 14.11.2011 at 05:00 PM and the same will be opened in committee room, PHQ, Sector-9, Chandigarh on 15.11.2011 at 03.00 PM.
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. **Affidavit for not Blacklisted**: 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. **Tender fee**: The tender/quotation must be accompanied with tender/quotation non refundable fee amounting to Rs.500/- 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)**: Bid Security (Earnest Money) amount of Rs. 4000/- for Remote Operated Wire Cutter And With Wire 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. No interest will be payable by the Purchaser on this amount. 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 before at 05:00 PM dt. 14.11.2011 in sealed envelope separately in the O/O Inspector General of Police, U.T. Chandigarh. U.T. Police Hqrs, Sector 9-D, Chandigarh.
6. **Registration with Sales Tax/VAT Department**: 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. **Period of Validity of Bids:** Bids shall remain valid for 06 (Six) calendar months from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
8. The Bidder shall indicate the Price of equipment as mentioned unit price including all taxes/VAT.
9. **Live Demonstration:** As a part of technical evaluation of bids, the bidders shall arrange presentation and live demonstration of their quoted equipments/ items to show that they fully conform to this tender. The bidders will be intimated the exact date and time slot for them to carry out such demonstration. The bidders are advised to make all necessary arrangements for the live demonstration of their equipments well in advance as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation.
10. **Delivery, Installation and Commissioning:** 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 21 days (3 weeks). 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.
11. **Inspection:** 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.
12. **Delay in supply the material:**
  - a.) Delivery of the material should be made by the Bidder in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Bidder liable to imposition of Liquidated Damages in accordance with clause-19 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with Clause below accompanied by forfeiture of Security Deposit.
  - b.) If the bidder fails to supply the material within the stipulated period, the Purchaser reserves the right to impose penalty and has right to forfeit the entire earnest money and also blacklist the company without any notice.
13. **Contract Performance Bank Guarantee:** 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. The Contract Performance Bank Guarantee form is **appended at Annexure. A-3.**

14. **Warranty/Guarantee:** The equipment/article to be quoted by the bidder should carry 3 (three) years comprehensive on site warranty each part of equipment including batteries. The Warranty will start from the date of supply of the equipment and acceptance by the Department.
15. **Spare Parts:** 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 7 years after the 3 years warranty specified in technical specifications and there shall be no hidden cost.
16. **Repairing/attending calls:** During the term of warranty/guarantee 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 recalibration/ replacement/ repair of defective equipment. During the warranty/ guarantee period firm will have to recalibrate the equipments as per specification (2) two times after every six months in each year and a certificate must be submitted by firm in favour of purchaser on each visit/inspection that equipment is in working order as per specification. 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. Beyond this the firm is liable for penalty as per term & condition.
17. **Delays in repair/attending calls:**
  - a.) If the Supplier fails to repair or replace the defective Equipment/Item, the Purchaser will be free to get the same recalibrated/repared/replaced from the market and its cost will be adjusted from the Supplier's Contract Performance Security (Contract Form is **appended at Annexure A-4)** and repaired failure by the Vendor in attending the complaint will attract penalties.
  - b.) 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.
18. **Training to Police Staff:** 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.

19. **Liquidated Damages**: 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 in case of non supply the equipment till five week thereafter supply order will be cancelled and firm will be impose penalty as blacklisted also forfeited Earnest money without any notice.
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

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**Ref: TENDER/QUOTATION FOR PURCHASE OF REMOTE OPERATED WIRE CUTTER AND WITH WIRE.**

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 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. 500/- ?	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
9.	Have you enclosed particulars of the bidder	

**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 **REMOTE OPERATED WIRE CUTTER AND WITH WIRE**.
- 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 C0 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. ASSIGN ABILITY
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.	REMOTE OPERATED WIRE CUTTER AND WITH WIRE		

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.

**BIDDER PARTICULARS**  
**(Enclose with Technical Bid)**

1. Name of the Bidder :
  2. Address of the Bidder :
  3. Name & address of the person to whom all references shall be made regarding this tender enquiry. :
- Telephone :  
Fax :  
e-mail :

Signature

Name

Designation

Company Seal