

OFFICE OF THE DY. COMMISSIONER OF POLICE, PROV. & LOGISTICS,
(AN ISO 9001:2008 UNIT)
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Tender Notice No.341CSA/Q-I(B)/DCP/P&L/2017

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 Online Bids are invited in two bid system i.e. (i) Technical bid (ii) Commercial bid from manufacturers or their authorized distributors and also from Governmental/Semi-Government Organizations and Public Sector Undertaking for the purchase of **following items for use in Delhi Police (hereinafter referred to interchangeably as the “Equipments” or the “Items” or the “Goods” or the “Stores” or the “System”)** as per the Technical Specifications (**Chapter-4**) in this document. **The firm can participate for all the items/equipments together or separately:-**

Sl. No.	Name of the item/equipment	Quantity	Application Fee	Amount of EMD	Delivery period	Guarantee/ Warranty & AMC
1.	Hook & Line Set	24 Sets.	Rs. 500/-	Rs. 1,75,000/-	60 days	3 Yrs.
2.	Fibber Optics Scope	26 Nos.	Rs. 500/-	Rs. 7,00,000/-	60 days	3 Yrs. with CAMC 7 Yrs.
3.	Telescopic Manipulator	26 Nos.	Rs. 500/-	Rs. 1,50,000/-	60 days	3 Yrs. with CAMC 7 Yrs.

- 1.2 Bidders are advised to study the tender document carefully and thoroughly. Online submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the Stores. No request for the change of price or time schedule of delivery of Stores shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 1.4 The Purchase committee with the approval of competent authority reserves the right to relax any terms & conditions in the Govt. interest with the approval of competent authority.
- 1.5 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.

2. Schedule of Tender:

- 2.1 The tender document can be downloaded from Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>. **Bid submission will be started after uploading of result of pre-bidders meeting and will be closed at 1530 Hours on 27/04/2017.**
- 2.2 The pre-bidders meetings will be held on **20/032017 at 1500 Hrs. in Committee Room, Prov. & Logistics, Delhi.** All the interested tenderers/firms may send their queries, if any, in respect of the tender documents by post/by hand in CSA Branch, DCP, Prov. & Logistics, 5, Rajpur Road, Delhi or the

same can be put in the box to be placed Reception Room, DCP/P&L office from **10.00 A.M. to 5.00 P.M. upto 15/032017** (the same shall be e-mailed at acpcsa@yahoo.com in MS word file format).

- 23 The Scan copy of application fee of **Rs. 500/- (Rupees Five Hundred only) separately for each equipment** in the form of a Demand Draft/Pay Order/Bankers Cheque drawn in favour of Dy. Commissioner of Police (Prov. & Logistics), 5, Rajpur Road, Delhi-54 shall be attached in the prescribed column alongwith the Technical Bid of Tender. The application fee is non refundable. **Failure to do so will result in rejection of the bid. The original DD/Pay Order/Bankers Cheque shall be submitted by the bidder at the time of tender opening failure to do so will result in rejection of the bid.**
- 2.4 The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) for manufacturing of the requisite item/items is exempted from Application Fee. But the bidders will have to submit scanned copy of the Registration Certificate with the technical bid of the tender to avail this exemption. The original document projected for application exemption can be verified/checked.
- 2.5 As per instructions of the Govt., the tender document has been published on the Central Public Procurement Portal: <http://eprocure.gov.in> The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates before the stipulated date & time.
- 2.6 The online Technical bids will be opened at **1600 Hours on 28/04/2017** in the Committee Room, Prov. & Logistics, 5, Rajpur Road, Delhi. The bidders or their authorized representatives may be present, if they so desire.
- 2.7 The representatives (Employee, Manager, Owner, Partner, Director) of the firms participating in the tender meetings including Technical Evaluation Committee meetings etc. must carry authorization letters from the firm concerned.
- 2.8 After evaluation of the Technical bids, the short-listed Bidders will be asked to demonstrate their equipments before the Technical Evaluation Committee whose decision shall be final and not be open for discussion.
- 2.9 As part of Technical Evaluation of Bids, the Bidders shall arrange presentation and live demonstration of their quoted Equipments/Items **within a period of 7-10 days** from the opening of the technical bids 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 arrangement for the live demonstration of their quoted equipment/items well in advance as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation.
- 2.10 The Commercial bids of the short-listed Bidders will be opened in the Committee Room at 5, Rajpur Road, Delhi and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present, if they so desire.
- 2.11 Submission of online scanned copies of unwanted/irrelevant documents /out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against such bidders.
3. **Purchaser's Right to vary quantities at the time of placement of Supply Order/signing of Contract:**
The Purchaser reserves the right to vary the quantities and/or split the order among the selected Bidders in case the offered rates are the same

4. **Purchaser's right to accept any Bid and to reject any or all bids:** The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.
5. **Bidder Qualification:** The "Bidder" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the manufacturer of the Stores for which prices are quoted on the Price Schedule (**Chapter-5**) or his duly authorized distributors. The bidders shall submit a manufacturer's certificate issued by any Govt. Agency or authorized distributorship/dealership certificate from a manufacturer/principal registered with any Govt. Department.

6. **Bid Security (Earnest Money):**

- 6.1 The scanned copy of Bid Security Deposit (Earnest Money) as per details mentioned below against each in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, from any of the commercial banks, in favour of Deputy Commissioner of Police, Prov. & Logistics, Delhi shall be enclosed alongwith Technical Bid. Failure to do so will result in the rejection of the bid. The original DD/Pay Order/Bankers Cheque or Bank Guarantee shall be submitted by the bidder at the time of tender opening, failure to do so will result in rejection of the bid:-

Sl. No.	Name of the item	Quantity	Amount of EMD
1.	Hook & Line Set	24 Sets.	Rs. 1,75,000/-
2.	Fibber Optics Scope	26 Nos.	Rs. 7,00,000/-
3	Telescopic Manipulator	26 Nos.	Rs. 1,50,000/-

- 6.2 The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) for manufacturing of the requisite item/items is exempted from Bid Security. But the bidders will have to submit scanned copy of the Registration Certificate with the technical bid of the tender to avail this exemption. The original document projected for Bid Security/Earnest Money deposit exemption can be verified/checked.
- 6.3 The Bid Security (Earnest Money) shall be valid for a period of Thirteen and a half months from the date of opening of the Bid by the Purchaser, in case of short-listed Bidders. No interest will be payable by the Purchaser on this amount.
- 6.4 The Bid Security (Earnest Money) may be forfeited:
- a) if a Bidder withdraws his bid during the period of bid validity; or
 - b) in the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance Clause 1 of Chapter-2; or
 - ii) to furnish Contract Performance Security in accordance with Clause 2 of Chapter-2; or
 - iii) if at any stage any of the information/declaration is found false.
- 6.5 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to Clause 1 of Chapter-2 and furnishing the Performance Guarantee, pursuant to Clause 2 of Chapter-2.
7. **Period of Validity of Bids:** Bids shall remain valid for **12 (Twelve) 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. **Registration with Sales Tax/ VAT/Service Tax Department:** The bidders should have their firm registered with the Sales Tax/VAT/Service Tax Department, with respect to Sales Tax/ VAT/Service Tax and shall furnish scanned copies of the same with their Technical Bid alongwith their latest Sales Tax/ VAT/Service Tax deposit challan/return.

9. **Terms and conditions of Tendering Firms:**

9.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.

9.2 Bidder must state categorically whether or not his offer conforms to the specifications given in Chapter 4, specify clearly deviation if any of the tender. Bidder is free to quote better version or to add any better configuration in line with technical specification of Chapter 4.

9.3 Bidder must submit certificate/test report from authorized/recognized laboratory with the technical bid.

10. **Bid Requirements:**

10.1 The Bidder must quote for all items and quantities as listed under the Schedule of Requirements (**Chapter - 3**) and also for any other equipment/components/ services required for the equipment in the Price Schedule format (**Chapter-5**). Nothing over and above the quoted price shall be payable on any account.

10.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 10%** of the Contract Price, at the time of award of Contract as per the prescribed proforma (**Annexure-C6 of Chapter 7 & Clause 2 of Chapter - 2**). Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.

10.3 The bidders participating in the Tender must submit a scanned copy of list of their owners, partners, etc. and a certificate 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.

10.4 Bids not accompanied the scanned copies of Tender Fee and Earnest Money will be rejected.

10.5 Conditional bids Telex/Fax bids and incomplete bids will be summarily rejected. No physical bids will be accepted. Only online bids will be accepted.

10.6 The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.

11. **BID PRICES:**

11.1 The Bidder shall indicate on the Price Schedule (**Chapter - 5**) attached to these documents the Unit Prices and total Prices of the Stores it proposes to supply under this tender in the following manner:-

- i) Unit price in Indian Rupees
- ii) Custom duty/Excise duty, if applicable (along with the rate of duty)
- iii) Sales Tax/VAT in Indian Rupees.
- iv) Other Govt. levies, if any.
- v) Incidental charges, if any.
- vi) Extended price in Indian Rupees
- vii) Total Price, FOR destination.

- viii) AMC Charges for Fibber Optic Scope and Telescopic Manipulator for 07 years after warranty/guarantee period of 03 years.

Note: Optional rates shall not be considered and the bid shall be rejected

- 11.2 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- 11.3 It should be noted that payment by the Purchaser towards other Govt. levies/ incidental charges, if any, would be made at actual against documentary proof submitted by the Contractor/Supplier. The Purchaser would provide appropriate Sales Tax/VAT forms applicable to the purchases made on behalf of Government of India.
- 11.4 The supply/billing should be made from the firm/place of C.S.T./ST/Work Contract Registration Clearance.
- 11.5 The Purchaser will make all payments, under this contract, in Indian rupees
- 11.6 The bidder should ensure that all columns of the price schedule (Chapter-5) may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.

12. GUARANTEE/WARRANTY & AMC

- 12.1 The Bidder shall provide on site comprehensive Guarantee/Warranty for all stores/equipment at least for a period of **03 (Three) Years** from the date of final acceptance of the equipments and also provide comprehensive Annual Maintenance of equipments i.e. Fibber Optic Scope and Telescopic Manipulator for **07 (Seven) Years** after expiry of the warranty/guarantee period of **03 years**.
- 12.2 **AMC rates will be considered as a loading factor and criterion for deciding the lowest bidder. The AMC charges for 07 years will be loaded in the project price for deciding the lowest bidder.**

13. Contents of Bid: The Online Bids prepared by the Bidder shall comprise of the following two components:-

- a) Technical Bid comprising of the following scanned documents and to be filled on the format sheets provided in each Tender Document. This is mandatory:
- i) A Demand Draft/Pay Order/Bank Guarantee/FDR of EMD separately for Explosive Detector of Mine Sweeper (DSMD) in favour of Deputy Commissioner of Police Prov. & Logistics, Delhi shall be attached towards Bid Security (Clause 6 of Chapter 1) (Scanned copy of EMD).
 - ii) Demand Draft for Rs. 500/- in favour of Deputy Commissioner of Police (P&L), Delhi shall be attached towards Tender fee for each category of equipment (Clause 2.2, Chapter-1) (Scanned copy of application fee).
 - iii) Copies of ST/VAT/Service Tax Registration Certificate & current tax clearance Certificates/Return (Clause 8, Chapter 1)
 - iv) Certificate/test report from authorized/recognized laboratory (clause No. 9.3, Chapter-1)
 - v) Certificate as per clause 10.3 of Chapter 1
 - vi) Technical Specifications of the Stores (Chapter 4)
 - vii) Bidders Particulars (Annexure C-1, Chapter 7)
 - viii) Bid Form (Annexure C 2, Chapter 7)
 - ix) Warranty/Guarantee (Annexure C3, Chapter 7)
 - x) All technical brochures/documents relevant to the Bid.
 - xi) Certificate for setting up of maintenance base in Delhi
 - xii) Check List of Technical Bid (Annexure C4, Chapter 7)

- xiii) Tender acceptance letter (Annexure C-8)
- xiv) **COVERING LETTER CONTAINING NAME OF ITEMS/EQUIPMENTS FOR WHICH TENDER SUBMITTED SHALL BE ATTACHED**

b) **Commercial Bid** comprising of the following and to be filled in accordance with the formats provided in the Tender Document:

- i) **Price Schedule (Chapter-5) & AMC Rates for 7 years after Guarantee warranty Period of 3 years.** The Price Schedule may be filled in excel sheet provided with the tender documents.

14. Foreign firm can participate in the tender through their authorized agents appointed in India. No foreign company shall be entertained directly. As per Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principal, to get themselves enlisted with the Central Purchase Organization (eg. DGS&D), as per the provision of Rule 143 of General Financial Rules, 2005.

15. **Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard Price Schedule provided with tender document (excel sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule provided with tender document (excel sheet) file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.

- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

**SD/-
(S.K. SINHA) IPS
DY. COMMISSIONER OF POLICE:
PROV. & LINES : DELHI**

CHAPTER – 2

CONDITIONS OF CONTRACT

1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 7 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance security and common seal etc. for signing the contract.
- 1.3 The tenderer shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specifications, 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 tenderer in the performance of the contract.

2. Contract Performance Bank Guarantee & AMC Performance B.G.:

- 2.1 At the time of signing the contract, the supplier shall furnish a **Contract Performance Bank Guarantee for 10 percent of the value** of the Contract price, as per the prescribed proforma (**Annexure C-2, Chapter 7**), from a Commercial Bank. The performance security can also be furnished in the shape of account payee Demand Draft, fixed Deposit receipt or Bank Guarantee from a commercial bank in an acceptable form, shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.
- 2.2 The Contract Performance Security will be in the name of the **Deputy Commissioner of Police (Prov. & Logistics)**, Delhi Police, 5, Rajpur Road, Delhi-110054.
- 2.3 The Contract Performance Security should be valid for a period of **3 (Three) years and 6 (Six) months** from the date of award of the Contract. This will be released after the successful completion of warranty period.
- 2.4 In the event of delay in acceptance of the goods, the supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.
- 2.5 Thereafter, the supplier shall furnish an AMC Performance Bank Guarantee equivalent to five percent (05%) of the contract price from a scheduled bank within the validity period of the Contract Performance Security. The Performance Security can also be furnished in the shape of A/C Payee Demand Draft, FDR.
- 2.6 The AMC Performance Security should be valid for 07 (Seven) years and sixty days from the date of expiry of three years warranty. This will be released after the successful completion of the AMC period.

3. Payment Schedule : The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows :-

- 3.1 **Delivery of Goods:** The Supplier shall notify the Purchaser about the delivery of the Stores to the Delivery Site one week in advance of the expected date of partial or complete delivery.

- 3.2 The Supplier shall ensure that its representatives are present for the inventorisation of the Stores supplied under the contract failing which the Purchaser shall proceed with the inventorisation in the Supplier's absence and the Purchaser's inventorisation report shall be binding on the Supplier.
- 3.3 The payment will be made after receipt/final acceptance of the goods and receipt of supplier's Bill complete in all respect.
- 3.4 No advance payment shall be made.
- 4 Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the goods to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser of the date of each shipment from his works and the expected date of arrival of goods at the site.
- 5 Delivery, Installation and Commissioning :** Delivery, installation, testing and commissioning of the equipment at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **60 days** from the date of Award of Contract.
- 6 Insurance:** The Goods supplied under the Contract shall be fully insured on a warehouse-to-warehouse basis by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 7 Inspection:**
- 7.1 The Purchaser shall have the **right to inspect** and/or test the **goods** for conformity to the Contract Specification.
- 7.2 Should any inspected or tested Stores fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Stores or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.3 The Supplier shall provide installation and standard test procedures for the individual equipment and for the complete System offered.
- 7.4 The Supplier shall test individual equipment and the complete System after installation at site. The Supplier shall submit complete documentation of all the measurements conducted during installation period for future reference of the Purchaser.
- 7.5 A document comprising of the technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the Supplier at the time of handing over the completed works to DCP(Prov. & Logistics), Delhi Police.
- 7.6 For the purpose of taking over the goods/system supplied, an Acceptance Test shall be carried out at the Purchaser destination site. The Purchaser shall only accept the equipment that meets the acceptance test.
- 7.7 The installation or commissioning shall not be deemed to have been completed unless all the goods and System are accepted by the Purchaser.
- 7.8 Before the equipment is taken over by the Purchaser, the Supplier shall supply installation, operation, repair and maintenance manuals of the equipment/system. This shall include the (i) System Interface Drawings, (ii) System Interconnection and Block Diagrams, (iii) User Operation Manuals & (iv) Equipment Maintenance Manuals.

8. GUARANTEE/WARRANTY

- 8.1 The Supplier shall provide comprehensive on-site **Guarantee/ Warranty** for all Stores/equipment supplied under the Contract at least for a period of **03 (Three) years from the date of final acceptance of the equipment.**
- 8.2 The Supplier must have a maintenance base in Delhi to provide maintenance service, of the System being offered, efficiently and promptly.
- 8.3 If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.
- 8.4 The Supplier shall provide necessary Software updating free of cost during the warranty/guarantee period and also during the period of AMC, if awarded.
- 8.5 The maintenance services, including spares shall be **free of cost** during the warranty/guarantee period/AMC.
- 8.6 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within four hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Saturday** from the time of such calls. The defective card/item/equipment should be repaired 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 two weeks 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/contractor.
- 8.7 Apart from the service/repair calls, the service engineer deputed by the supplier will visit the site once every fortnight to assess the serviceability of the System and once in every 03 months to carryout the Preventive Maintenance and diagnostics of the system during the Warranty Period.
- 8.8 Delays in attending the calls and or repairing the defective card/item/equipment beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with **Clause 9.7 to 9.10.**
- 8.9 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.

9. POST-WARRANTY SERVICES AND MAINTENANCE

- 9.1 The Supplier shall be responsible for the comprehensive on-site maintenance of the System, for a minimum period of seven years after expiry of the warranty/guarantee period assuming the life span of the System to be 10 years. The bidder shall indicate the estimated life span of the quoted System.
- 9.2 The Supplier shall quote the rates for comprehensive Annual Maintenance of the entire System including consumables like batteries, UPS etc in the Price Schedule (**Chapter – 5**) for all the 07 years after expiry of the warranty/guarantee period of 03 years.
- 9.3 **The AMC rates will also be considered while deciding the lowest bidder.**
- 9.4 The payment towards CAMC shall be payable periodically after successful completion of the maintenance service during that period, the period being not more than six months.

- 9.5 Under the AMC, the Supplier shall provide comprehensive maintenance services of the entire equipment/system including the spares, batteries, UPS etc and there shall be no hidden cost.
- 9.6 Preventive maintenance service of the system under AMC must be carried out once in three months.
- 9.7 During the period of AMC, the service/repair calls are to be attended by the Supplier **within four hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Saturday** from the time of such calls. The defective card/item/equipment should be repaired 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, two weeks duly repaired and 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.
- 9.8 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 **6 hours** from the specified time limit on pro-rata basis.
- 9.9 If the Supplier fails to perform any of the Services of the Contract within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct from the Contract Performance Bank Guarantee, by way of penalty, a sum equivalent to One (1) percent of the price of the AMC rates for each and every week (part of a week being treated as full week) of delay until actual performance, upto a maximum deduction of Ten percent (10%) of the AMC charges.
- 9.10 If the Supplier fails to repair or replace the defective card/item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the pending bills/Security deposit of the Supplier.
- 9.11 The Purchaser shall also have the right to decide whether or not to enter into the maintenance agreement with the Supplier.

10. TRAINING

- 10.1 The scope of work envisages that the Bidder shall undertake to train the staff nominated by Delhi Police in different aspects of equipment design, functioning, field installation, testing, commissioning, system management, operation & administration, maintenance and repair.
- 10.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Delhi Police personnel who may be deputed to work on the project.
- 10.3 The system Administration and Maintenance Training program, at the user's location, will be structured so as to train 50 (fifty) of the Delhi Police personnel deputed for the purpose.
- 10.4 The user operational training program, irrespective of number of days, at the user's location, will be structured so as to train up to 50 (fifty) of the Purchaser's supervisory and training personnel about the usage of the instruments/system i.e. equipment design, functioning, testing, back office operation & administration, maintenance and repair, who may independently in turn be able to train individual operators.
- 10.5 Bidder will provide complete details on the training programs to be offered including:
- (1) Material to be covered
 - (2) Number of hours of training per operator or technician for each specific course
 - (3) Supporting documentation to be provided.

11. DELAY IN THE SUPPLIERS PERFORMANCE

Delivery of the Goods and performance of Services including Warranty and Post Warranty Services shall be made by the Supplier 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 Supplier liable to imposition of Liquidated Damages in accordance with **clause-12** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-19** below accompanied by forfeiture of Performance Security.

If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the bidder.

12. **LIQUIDATED DAMAGES** : If the Supplier fails to deliver any or all the of the Goods or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 1(one) percent of the price of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 10% (Ten Percent) of the undelivered Equipment/Services.
- 13 **FORCE MAJEURE**: The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
- 14 **PATENT INDEMNIFICATION**: The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.
- 15 **WAIVER**: Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
- 16 **ASSIGNABILITY** : Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- 17 **SEVERABILITY**: If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
- 18 **GOVERNING LAW**: This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.
- 19 **TERMINATION FOR DEFAULT**
- 19.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

- a. If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
- b. If the Supplier fails to perform any other obligation(s) under the Contract.

19.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.

19.3 On termination of the Contract for default, action will be taken to black list the Supplier.

20 TERMINATION FOR INSOLVENCY: The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, 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.

21 TERMINATION FOR CONVENIENCE:

21.1 The Purchaser shall have the right to 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 work under the contract is terminated and the date upon which such termination becomes effective.

21.2 The Goods those are complete and ready for shipment within Ninety (90) days after the Supplier's receipt of notice of termination shall be purchased 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 of 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.

21.3 Competent authority reserves the right to terminate or recall the tender at any time/stage due to administrative reason.

22 RESOLUTION OF DISPUTES: In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent Authority of Delhi Police and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

(S.K. SINHA) IPS
DY. COMMISSIONER OF POLICE :
PROV. & LINES : DELHI

CHAPTER -3

**BILL OF REQUIREMENT FOR HOOK & LINE SET, FIBER OPTIC SCOPE & TELESCOPIC MANIPULATOR FOR USE
IN DELHI POLICE SHALL BE AS FOLLOWS:
(ATTACH WITH TECHNICAL BID)**

Sl. No.	Name of Equipment	Total Qty.	Specify for which tender submitted (Yes/No)
1.	HOOK & LINE SET	24 SET	
2.	FIBER OPTIC SCOPE	26 NOS.	
3.	TELESCOPIC MANIPULATOR	26 NOS.	

CHAPTER -4

(1) TECHNICAL SPECIFICATIONS FOR HOOK & LINE SET (Enclose with Technical Bid)

The hook and line set should comprise of the following items and their quantities as given below:-

Sl No	Parameters	Qty
(a)	Real Assembly 300 mm dia with handle and should hold the The line provided with kit	02 Nos
(b)	Line 5.5mm dia length 120m	02 Nos
(c)	Pulling handle	02 Nos
(d)	Hooks	02 set.
	i) Single plain 12mm	02 Nos
	ii) Single plain 25mm	02 Nos
	iii) Single plain 50mm	02 Nos
	iv) Double plain 25mm	02 Nos
	v) Double plain 50mm	02 Nos
	vi) Single barbed 25mm	02 Nos
	vii) Single barbed 50mm	02 Nos
	viii) Single barbed 12mm	02 Nos
	ix) Double barbed 25mm	02 Nos
	x) Double barbed 50mm	02 Nos
	xi) Spring gate hook	01 No
	xii) Self locking hook	01 No
(e)	Rod extension 3m	01 No
(f)	Belt sling	01 No
	i) 7.5 cm	01 No
	ii) 10 cm	01 No
(g)	Snatch block self opening	04 Nos
(h)	Karabiners	
	i) 12mm	02 Nos
	ii) 18mm	02 Nos
	iii) 25mm	02 Nos
(j)	Pitons	
	i) 50mm	06 Nos
	ii) 100mm	06 Nos
(k)	Self adhesive anchor	10 Nos
(l)	Suction pad single and double	Single-02 Nos Double -01 Nos
(m)	Telescopic pole with self locking hook	01 No
(n)	Grips	

	i) Spring-max opening of 25mm	01 No
	ii) Vice	01 No
(o)	Door stopper (Rubber)	04 Nos
(p)	Through wall anchor with ring	01 No
(q)	Rope sling	
	i) 3mm diameter and 2m long	02 Nos(minimum)
	ii) 5mm diameter and 2m long	02 Nos(minimum)
(r)	Wedge with eye	02 Nos
(s)	Screw with eye	10 Nos
(t)	Wire sling -1.5mm-3mm diameter and 2m long	04 Nos
(u)	Pocket tool kit	02 Nos
(v)	Door way anchor min 700-1100mm with eye	02 Nos
(w)	D Shackle at least 13mm gate and 1000 kgs load	02 Nos
(x)	Standard snatch block	02 Nos
(y)	Ground Anchor	06 Nos
(z)	Webbing sling-50mm width and (1m-2m) length	02 Nos(minimum)
(aa)	Round sling	
	i) 1m length	02 Nos
	ii) 3m length	02 Nos
	iii) 5m length	02 Nos
(ab)	Snatch block heavy duty with swivel	04 Nos
(ac)	Splitter ball	02 Nos
(ad)	Snatch block, one way lock	01 No
(ae)	Fish hook 02 Nos	
(af)	Hook 120mm opening fixed eye	02 Nos
(ag)	Remote window breaker	01 No
(ah)	Seizer lock jaw 85,, length 175mm	01 No
(aj)	Tripod lifting capacity minimum 250kgs & minimum 2mtr	
	Lifting range	01 No

Note:- The items should come complete in a rugged carrying case fitted with rubberized foam.

**(2) TECHNICAL SPECIFICATIONS OF FIBER OPTIC SCOPE
(Enclose with Technical Bid)**

SI No	Qualitative requirements/technical specification
1	General specification
A	Should have comfortable pistol grip handle.
B	Convenient on/off light switch.
C	Should have suitable light source.
D	Continuous battery running life- minimum 2 hours.
E	Simple one hand operation
F	Suitable commercial rechargeable battery available in India. Should work at -10 ⁰ C to+ 50 ⁰ C. Suitable commercial rechargeable battery available in India to be provide by the firm/ vendor. With respect to the temperature, national/international accredited lab certified to be provide by the firm/vendor.
G	Should have a video output jack compatible with video cameras.
H	Should be able to be screened on to camcorders with optional camcorder adapter.
I	Objects close to the lens should appear clearly.
2	Insertion probe specification.
A	Built in light source should enable illumination of minute details of target.
B	Real 3.5” or bigger screen.
C	Minimal image loss.
D	Video probe length minimum 3 meters.
E	Water, oil and scratch resistant tempered glass which should not only protect the camera but also maintain high image resolution.
F	Cable to maintain its fixed position until readjusted. Firm to provide certified from national/ international, accredited lab certifying water, oil and scratch resistant tempered glass
g	Should provide access diameters between 2mm to 10mm.
h	Viewing angle -45 ⁰ or more.
I	Insertion probe lens should be water proof fuel proof. Firm to provide certified from national/ international, accredited lab certifying the QR parameter
3	Camera specification
A	Image resolution – minimum be water 640 x 480.
B	Focus of the camera should be fully adjustable -8x zoom or more.
c	Weight (excluding carrying case)-upto 7kg +10% tolerance.

**(3) TECHNICAL SPECIFICATIONS OF TELESCOPIC MANIPULATOR
(Enclose with Technical Bid)**

SI No	Qualitative requirements/technical specification
1	Dimensions
	It Should have minimum length of 4.5 mtrs when fully extended.
	It should provide a minimum stand-off distance of 4 mtr from the tip of the claw when fully extended.
	It should have a minimum stand-off distance of 1.5 mtrs when telescopic pole is in collapsed position.
	Dimension of carrying case length 125 cm (Max), width 45 cm (max) height 20 cm (max).
	The carrying case should be pelican or equivalent case with wheels.
2	Weight
	It should not weigh more than 22 kgs when assembled and ready for operation including wheel assembly & complete counter weight attached.
	It should not weigh more than 9 kg when assembled & ready for operations without wheel assembly & counter weight.
	Total transportable weight of the equipment should be less than 32kgs.
	Carrying case should not weigh more than 10 kgs. It should have wheels to drag it easily while transporting. It should have a carrying handle to hold it.
	It should have provision of using varying counter weights either single or in combination.
3	Lifting Capacity
	It should be able to lift 10 kg of weight without any imbalance or toppling effect when fully extended with or without wheel assembly ensuring easy mobility for bomb tech in a bomb suit.
	It should be facilitate to lift suspected device from a height.
4	Claw
	The claw should be have 360 degree rotation in both clock and anti-clock-wise direction.
	The claw and rod/pole must be stable in all direction and should not slip or rotate during the operation. It should hold suspected device intact to facilitate easy carriage by the bomb tech.
	L-shaped and straight rubber grip pads must be provided as attachments for claw to pick up or hold tightly circular, smooth, flat and rectangular objects.
5	Battery
	It should be operational with commercially available rechargeable and disposable batteries.
	Batteries should have a minimum of 60 minutes continuous operating time.
	The equipment should be provided with one set of space rechargeable battery with a charger.
	The battery compartment should be inside the telescopic pole.
6	Shoulder Strap
	It should have a comfortable and adjustable shoulder strap for operator to wear and handle it while wearing a bomb suit.
7	Material
	The equipment pole should be made of high strength light weight and non corrosive material with a shelf life of min 10 yrs.

8	Misc.
	(a) The telescopic manipulator should have a breakaway tip arrangement, so that in case of a possible explosion, only the tip is damaged and reduce the recoil effect almost to nil.
	(b) The equipment should be able to function at extreme range of temperature i.e. -20 degree C to +55 degree C.
	(c) The equipment should be water resistant and should comply to IP 67 std.
	(d) It should have a safety switch mechanism to open the claw so that it does not open accidentally.
	(e) It should be easily operationally collapsible and extendable by 01 operating bomb tech wearing bomb suit.
	(f) It should be possible to deliver water jet disrupter using this manipulator.

CHAPTER-5
PROFORMA FOR PRICE SCHEDULE

(Enclose with Commercial Bid)

TENDER FOR THE PURCHASE OF HOOK & LINE SET, FIBER OPTIC SCOPE & TELESCOPIC MANIPULATOR FOR USE IN DELHI POLICE

Date of opening..... TimeHrs.

We _____ hereby certify that we are established manufacturers/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the following items at the prices indicated below:

S. No.	Description of work/item	Qty.	Unit Price In Indian Rupees	Custom duty on Unit Price, if any (to be specified)	Sales Tax/ VAT/ Service Tax on Unit Price	Other Govt. Levies/ Duties on Unit Price, if any (To be specified)	Incidental charges on Unit Price, if any	Extended price (In Indian Rupees) (3x4)	Total Price FOR Destination including Taxes, Levies, Duties and others Charges (4+5+6+7+8)x3
1	2	3	4	5	6	7	8	9	10
1.	Hook & Line Set	24 Nos.							
	TOTAL								
2.	Fiber Optic Scope	26 Nos.							
3.	AMC charges for first year	26 Nos.							
4.	AMC charges for second year	26 Nos.							
5.	AMC charges for third year	26 Nos.							
6.	AMC charges for forth year	26 Nos.							
7.	AMC charges for fifth year	26 Nos.							
8.	AMC charges for sixty year	26 Nos.							
9.	AMC charges for seventh year	26 Nos.							
	TOTAL								
10.	Telescopic Manipulator	26 Nos.							
11.	AMC charges for first year	26 Nos.							
12.	AMC charges for second year	26 Nos.							
13.	AMC charges for third year	26 Nos.							
14.	AMC charges for	26							

	forth year	Nos.							
15.	AMC charges for fifth year	26 Nos.							
16.	AMC charges for sixty year	26 Nos.							
17.	AMC charges for seventh year	26 Nos.							
TOTAL									

*The comprehensive AMC Charges as mentioned at Sl.No. 3 to 9 and 11 to 17 above may be quoted in Indian Rupees for 07 years after expiry of guaranty/warranty period of 03 years.

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and stores/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the stores/items detailed above or such portion(s) thereof as you specify in the notification of award.

A Standard EXCEL Sheet of Price Schedule format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the EXCEL Sheet of Price Schedule file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Standard EXCEL Sheet of Price Schedule format file is found to be modified by the bidder, the bid will be rejected.

(Signature and seal of Bidder)

Dated:

CHAPTER-6

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 Deputy Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi-110054 (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 procure ----- (hereinafter referred to as the “**Stores**”) for Delhi Police and had sought a commercial offer for the supply of the System.
- B. With respect to the enquiry issued by the Purchaser -----, the Supplier had submitted its Commercial Bid dated -----
- C. The Purchaser has accepted the Supplier’s Commercial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the Stores 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 commercial offer dated -----
 - Exhibit-C: Supplier’s written clarification and confirmation letter dated ----- (if any)
 - Exhibit-E: 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. **SCOPE OF WORK:** The Scope of Work shall include supply, packing, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage till delivery of stores at Purchaser’s Delivery Site, any other services associated with the delivery of Stores, providing warranty services for the Stores. All Stores deliverable under this Contract shall be referred to interchangeably as the “Goods” or the “Items” or the “Stores”.
4. **CONTRACT PRICE**
 - 4.1 The prices for supply of the Stores and other associated services is detailed specifically in the Supplier’s Commercial offer (Exhibit-B) read with Supplier’s written clarification and confirmation letter dated----- (Exhibit-C). The contract price is Indian Rs.-----/- (Indian Rupees ----- only). This price excludes 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.

- 4.2 Sales Tax @ ----- against form-D as applicable on items ----- of Exhibit-C of the Contract.
5. CONTRACT PERFORMANCE BANK GUARANTEE
 6. PAYMENT SCHEDULE
 7. DELIVERY
 8. INSURANCE
 9. INSPECTION AND TESTS
 10. WARRANTY
 11. DELAY IN THE SUPPLIER'S PERFORMANCE
 12. LIQUIDATED DAMAGES
 13. FORCE MAJEURE
 14. PATENT INDEMNIFICATION
 15. WAIVER
 16. ASSIGNABILITY
 17. SEVERABILITY
 18. GOVERNING LAW
 19. TERMINATION FOR DEFAULT
 20. TERMINATION FOR INSOLVENCY
 21. TERMINATION FOR CONVENIENCE
 22. RESOLUTION OF DISPUTES

(The clauses 5 to 22 shall be according to the Conditions of Contract in Chapter-2)

- 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: -----
Title:	Title: -----
Date:	Date:
For and on behalf of The President of India	For and on behalf of ----- -----
Witness	a) Witness
Signature:	Signature:
Name:	Name:
Address:	Address: -----
Date:	Date:

CHAPTER - 7
OTHER STANDARD FORMS

ANNEXURE-C1

BIDDER PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder :
 2. Address of the Bidder :
 3. Name of the item :
 - 4 Name of the Manufacturer(s) :
 5. Address of the Manufacturer :
 6. Name & address of the person to whom all references shall be made regarding this tender enquiry. :
- Telephone :
- Fax :
- e-mail :

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

Date

BID FORM
(Enclose with Technical Bid)

Date: ___/___/___

The Deputy Commissioner of Police
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Sir,

Having examined the Bid Documents of **TENDER NO.** _____
We, _____, offer to supply and deliver _____
(Name of the Firm)

(Description of Stores and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the System as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Scheduled Bank in a sum equivalent to 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

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

- | | | |
|-----|--|---------|
| 1. | Have you purchased the tender document? | Yes/No |
| 2. | Have you furnished bidder's particulars furnished as per Annexure-C1? | Yes/No |
| 3. | Have you furnished Bid Form (Annexure-C2)? | Yes/No |
| 4. | Have you furnished tender fee demand draft? | Yes/No |
| 5. | Have you furnished Bid security (Earnest Money) demand draft? | Yes/No |
| 6. | Do you fully comply with Technical Specifications? | Yes/No |
| 7. | Have you enclosed un-priced Schedule of Requirement giving details of equipment quoted? | Yes/No |
| 8. | Are you offering the goods & services as per delivery schedule? | Yes/No |
| 9. | Have you furnished the Manufacturer's Authorization? | Yes/No |
| 10. | Have you quoted for all the items of the tender? | Yes/No |
| 11. | Have you enclosed Tax registration and Clearance certificates? | Yes/No |
| 12. | Have you furnished the guarantee for supply of spares in the post warranty period? | Yes/No |
| 13. | Have you signed and sequentially numbered each page of your Bid? | Yes/No |
| 14. | Have enclosed the certificate as per clause 10.3, Chapter-1? | Yes/No |
| 15. | Have you noted the contents of Contract Form (Chapter 6) | Yes/No |
| 16. | Have you submit certificate/test report from authorized/recognized Laboratory clause No. 9.3, Chapter-1) | Yes/No. |
| 17. | Have you submitted tender acceptance letter (annexure-C8) | Yes/No. |

BID LETTER

To

The Deputy Commissioner of Police,
Prov. & Logistics,
5, Rajpur road,
Delhi-110054.

Ref: **TENDER FOR THE PURCHASE OF 24 SET OF HOOK & LINE SET, 26 NOS. FIBBER OPTIC SCOPE AND 26 NOS. TELESCOPIC MANIPULATOR FOR USE IN DELHI POLICE**

Sir,

We declare:

1. a) That we are manufacturers / authorized agents of _____.
b) That we /our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
 2. We hereby offer to supply the Goods at the prices and rates mentioned in the Commercial Bid at **Chapter 5**.
 3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the **supply of the equipments** shall be completed at site within **stipulated period** from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
 4. Terms of Delivery: The prices quoted are inclusive of all charges up to delivery at all the location (site) to be indicated by Delhi Police.
 5. We enclose herewith the complete Commercial Bid as required by you and also enclosed the Check List.
 6. We agree to abide by our offer for a period of 365 days from the date fixed for opening of the Commercial Bids and that we shall remain bound by a communication of acceptance within that time.
 7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
 8. Certified that the Bidder is:
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.
or
a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
or
a company and the person signing the tender is the constituted attorney.
- NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.**
9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2017.

Details of enclosures:

Signature of the Bidder
Full address:
Telephone
Fax No.
Mobile No.
Email address:

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____
Ref _____

Date _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Dear Sir,

In consideration of the Dy. Commissioner of Police (Prov. & Logistics, Delhi (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 of intent No. _____ dated ___/___/___ entering into a formal contract to that effect with the Purchaser on _____ vide Agreement No. _____ (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 upto _____ (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 upto 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 _____ 2017 _____ 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 03(three) year and six months 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.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

(Enclose with Technical Bid)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

**TENDER FOR PURCHASE OF 24 SET OF HOOK & LINE SET, 26 NOS. FIBBER OPTIC SCOPE AND 26 NOS.
TELESCOPIC MANIPULATOR FOR USE IN DELHI POLICE**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)