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TENDER NOTICE NO. V/3/18/DP/OPS. & COMN/EAR RECEIVER WITH ADOPTER

Dated: 06.02.2019

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General

- 1.1 On line bids are invited from manufacturers or their authorized distributors for purchase of **293 Nos. Ear Receiver with mike PTT/VOX Switch with audio assembly adopter suitable for GP-338/328 Motorola Hand Held Wireless Sets** as per the Schedule of Requirement (**Chapter-3**) and Technical Specifications (**Chapter-4**) in this document.
- 1.2 Bidders are advised to study the tender document thoroughly. On line 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 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 closed at **1100 Hours on 04/03/2019**
- 2.2 The Scan copy of application fee of **Rs.500/- (Rupees Five Hundred only)** in the form of a Demand Draft/Pay Order/Bankers Cheque drawn in favour of Dy. Commissioner of Police (Communication), Delhi 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.**

- 2.3 The firm registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with Central Purchase Organization (CPO) or Startups as recognized by Department of Industrial Policy & Promotion (DIPP)/NSIC for the requisite items/item are exempted from Application Fee and EMD. However, the bidders will have to submit copy of Registration Certificate with the technical bid of the tender to avail the exemption.
- 2.4 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.
- 2.5 The online Technical bids will be opened at 1100 Hrs. on **05/03/2019** in Integrated Wireless Complex, FC-50, Shalimar Bagh, Delhi. The bidders or their authorized representatives may be present, if they so desire.
- 2.6 After evaluation of the Technical bids, the short-listed Bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and binding.
- 2.7 The bidders shall submit sample of Ear Receiver with mike PTT/VOX Switch with audio assembly adopter suitable for GP-338/328 Motorola Hand Held Wireless Sets as per Technical Specifications, alongwith the technical bid, otherwise the bid will be rejected.**
- 2.8 Submission of on line 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, besides action for rejection of bids and blacklisting of firm will be initiated.
- 2.9 After evaluation of the Technical bids and the samples, the short-listed Bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final.
- 2.10 The 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.
- 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 $\pm 25\%$ and/or split the order among the selected Bidders.
- 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:**

5.1 Only manufacturers or authorized distributor can participate in the tender. The bidders must have to submit scanned copy of proper valid authorization certificate from the Manufacturer in their favour. If the bidder is a Manufacturer, they have to submit a scanned copy of Manufacturing Certificate issued by any Govt. Agency like NSIC, DGS&D etc. This is subject to verification if necessary.

5.2 In case where the manufacturer has submitted the bid, the bids of its authorized distributed/ dealer will not be entertained.

6. Bid Security (Earnest Money):

6.1 The scanned copy of Bid Security Deposit (Earnest Money) amount of **Rs.13,000/- (Rupees Thirteen thousand only)** 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, Communication, 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.

6.2 The Bid Security (Earnest Money) shall be valid for 45 days beyond the bid validity period of six calendar months from the date of opening of the Bid by the Purchaser. No interest will be payable by the Purchaser on this amount.

6.3 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; if necessary by the purchaser 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.

6.4 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 **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. Registration with GST Department: The bidders should have their firm registered with the GST Department, with respect to GST and shall furnish scanned copies of the same with their Technical Bid alongwith their latest GST 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 all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.

9.3 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.

10. Bid Requirements:

10.1 The Bidder must quote for all items and quantities as listed under the Schedule of Requirements (**Chapter – 3**) in the Price Schedule format (**Chapter-5**).

10.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 10%** of the Contract Price within fourteen (14) days from date of supply order in the form of A/c Payee Demand Draft, FDR from a commercial bank, Bank Guarantee from a commercial bank in an acceptable form, as per the prescribed proforma (**Annexure-C 6 of Chapter 7 & Clause 2 of Chapter – 2**). Performance Security (Security Deposit) has to be deposited by successful bidder 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.

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.

10.7 The payments to the Supplier may be made through Electronic Fund Transfer (EFT) into their designated bank accounts. The bank Account Number with the branch Code of the Bidder and mandate form as per **Annexure-C8** duly filled in all respect may be furnished with the technical bid.

11. BID PRICES:

11.1 The Bidder shall fill-up the rates 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) GST on Unit price in Indian Rupees.
- iii) Total price of unit including GST.
- iv) Total extended Price Including GST.

- 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.
- 11.4 The Purchaser will make all payments, under this contract, in Indian rupees.
- 11.5 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**

- 12.1 The Supplier shall provide comprehensive Warranty/ Guarantee for the Stores supplied under the Contract. **The Warranty/ Guarantee should not be less than 12 (twelve) months from the date of final acceptance of the item in Delhi Police store.**

13. **Contents of Online 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) Bidders Particulars (**Annexure C-1,of Chapter 7**)
- ii) Bid Form (**Annexure C-2,of Chapter 7**)
- iii) Guarantee/Warranty (**Annexure C-3,of Chapter 7**)
- iv) Technical Specifications of the Stores (**Chapter 4**)
- v) A Demand Draft/Pay Order/Bank Guarantee/FDR for **Rs.13,000/-** in favour of Deputy Commissioner of Police, Communication, Delhi shall be attached towards in r/o EMD. (**Clause 6 of Chapter 1**) (**Scanned copy of EMD**)
- vi) All technical brochures/documents relevant to the Bid
- vii) Manufacturers' authorization certificate in case of authorized distributors (**Clause No.5, Chapter 1**)
- viii) A Demand Draft for **Rs. 500/-** in favour of Deputy Commissioner of Police (Communication), Delhi shall be attached towards application fee (**Clause 2.2, Chapter-1**). (**Scanned copy of application fee**)
- ix) Certificate as per clause 10.3 of Chapter 1
- x) Check List of Technical Bid (**Annexure C-4, of Chapter 7**)
- xi) Bid Letter (**Annexure C-5, of Chapter 7**)
- xii) Contract Performance Bank Guarantee (**Annexure C-6 of Chapter 7**)
- xiii) Tender acceptance letter (**Annexure C-7of Chapter-7**)
- xiv) Electronic Clearance Service(credit clearing)form (**Annexure C-8 of Chapter-7**)

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). The Price Schedule will be filled in excel sheet provided with the tender documents.

14. 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>.

15. Criteria for Deciding the Lowest (L-1) Firm. The total cost of items, quoted for all (as mentioned in Chapter-5) will be collectively considered for deciding the Lowest (L-1) firm. GST will not be taken into account for arriving at L-1.

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/-
(SATYAWAN GAUTAM)
ADDL. DY. COMMISSIONER OF POLICE-I
OPS. & COMMUNICATION: 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 along with him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract.

2. **Contract Performance Bank Guarantee:**

- 2.1 At the time of signing the contract, the Supplier shall furnish a **Contract Performance Bank Guarantee for 10% (ten percent) of the value** of the Contract price, in the form of account payee Demand Draft, FDR from a commercial bank, bank guarantee from a commercial bank in an acceptable form, as per the prescribed proforma (**Annexure C-2, Chapter 7**), from a Scheduled Bank.
- 2.2 The Contract Performance Bank Guarantee will be in the name of the **Deputy Commissioner of Police (Communication)**, Delhi Police, Integrated Complex, Operations & Communication, FC-50, Shalimar Bagh, Delhi-110088.
- 2.3 The Contract Performance Bank Guarantee should be valid for a period of **(14) fourteen months** from the date of supply order/award of contract/work order. This will be released after the successful completion of warranty period.
- 2.4 In the event of delay in acceptance of the Stores, 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.

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

- 3.1 The payment shall be paid after Final Acceptance of the stores by the Purchaser and submission of bill(s) complete in all respect by the Contractor/Supplier, subject to recoveries, if any.
- 3.2 No advance payment shall be made.

4. **Delivery of Stores:** Delivery of the Goods at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **30 days** from the date of Letter of Intent/Supply Order/Award of Contract.

5. **Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the Stores 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.

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 of Tests:**

7.1 The Purchaser shall have the **right to inspect** and/or test the **Stores** 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 (Ops. & Communication), Delhi Police.

7.6 For the purpose of taking over the Stores/system supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site. The equipment that meets the acceptance test shall only be accepted by the Purchaser.

7.7 The installation or commissioning shall not be deemed to have been completed unless all the Stores 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/Warrantee**

8.1 The Supplier shall provide comprehensive on-site **Guarantee/ Warranty** for all Stores/equipment supplied under the Contract. **The Warranty/ Guarantee should not be less than 12 (twelve) months from the date of final acceptance of the item in Delhi Police store.**

8.2 If the performance of Goods supplied fails to meet the contract specifications then the same **shall be replaced by the Supplier free of cost within 10 days from the date of receipt of complaint during the term of guarantee/ warranty period.**

8.3 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 Bank Guarantee.

9. Delay in the Suppliers performance

9.1 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-10** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-17** below accompanied by forfeiture of Bank Guarantee.

9.2 If the bidder fails to supply the equipments within the stipulated period, the Purchaser reserves the right to purchase the equipments from open market and difference of bill, if any, will be recovered from the bills of the bidder.

10. **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.

11. Force Majeure:

11.1 Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes.

11.2 If there is delay in performance or other failures by the Supplier to perform its obligation under its contract due to event of a Force Majeure, the Supplier shall not be held responsible for such delays/failures.

11.3 If a Force Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

- 11.5 There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the Supplier on similar lines as above for further necessary action.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **Termination for Default**
- 17.1 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:
- (i) If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 17.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 17.3 On termination of the Contract for default, action will be taken to black list the Supplier.
18. **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.
19. **Termination for Convenience:**

- 19.1 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.
- 19.2 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.
20. Competent authority reserves the right to terminate or recall the tender at any time/stage due to administrative reason.
21. **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 Government of India 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.

Sd/-
(SATYAWAN GAUTAM)
ADDL. DY. COMMISSIONER OF POLICE-I
OPS. & COMMUNICATION:DELHI

CHAPTER -3

SCHEDULE OF REQUIREMENT FOR EAR RECEIVER WITH MIKE PTT/VOX SWITCH WITH AUDIO ASSEMBLY ADAPTER FOR GP-328/328 MOTOROLA HAND HELD WIRELESS SETS

Sl. No.	Name of the item	QTY.	Delivery Period	Application fee	Earnest Money
1.	Ear Receiver with PTT/VOX switch	293 Nos.	30 Days	Rs.500/- (Non-refundable)	Rs.13,000/-
2.	Audio Accessory Adaptor	293 Nos.			

Note	This should be enclosed unpriced in the technical bid and priced in the commercial bid as per the proforma for price schedule.
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CHAPTER - 4

Technical specification of Ear Receiver with PTT /VOX Switch and Audio Accessory Adapter suitable for GP-328/GP-338 Motorola Make Hand Held Sets-Item No.1

S. No.	Technical Specification
1.	Surveillance Mike/Ear Receiver should be one wire ergonomic design.
2.	Surveillance Mike/Ear Receiver should be with in-line microphone & PTT/VOX switch
3.	Ear Receiver should be used with a VOX enabled Radio for hands free operation.
4.	Ear Receiver should have a selector switch to PTT for normal remote PTT function or to VOX position.
5.	Surveillance Mike/Ear Receiver should be simple to use for PTT/VOX feature.
6.	Ear Receiver should have a separate audio adopter (7 pin) compatible with Motorola hand held radio GP-328/GP-338/ATS-2500/MTX-960.
7.	Ear Receiver should have noise reduction rating ≥ 22 db or better.
8.	Ear Receiver should be able to suppress the harmful sound to safe level.
9.	Ear Receiver should be able to amplify low sound up to original level (not more than 82 db.)
10	Ear Receiver should have flexible D-Shell ear piece that fits comfortably to the ear to ensure private conversations without being overheard.
11.	Ear Receiver should have a movable clip on thumb style (clothing clip) to prevent the accessory from being pulled from the ear to body movement or head rotation.
12	Ear piece of Ear Receiver should be made of easy to clean, chemical-inert, hypoallergenic material.
13.	The complete Surveillance Mike/Ear Receiver should be good look, functional user friendly and of a good quality.
14.	The Audio Adapter should have two audio mono female sockets (3.5 mm & 2.5 mm) for connecting ear receiver through detachable connector having two audio mono moulded male jacks/pins (3.5 mm & 2.5mm) in lead (wire ergonomic design)
15.	The Audio Adapter (7 pins) should have a flexible rubber cover to cover the two audio mono sockets (female) and also have a proper matching steel screw to fix the audio adapter with radio.
16.	Surveillance Mike/Ear Receiver should be compatible with Motorola Hand Held Radio GP-328/GP-338/ATS-2500/MTX-960.
Note	The sample of complete Surveillance Mike/Ear Receiver with audio accessory adaptor is available in Radio Store, INTEGRATED COMPLEX, OPS & COMN, FC-50, Shalimar Bagh, Delhi for inspection/clarification/doubt clearance.

Note: Signed copy of the compliance statement of the Technical Specifications should be enclosed with the Technical Bid.

Technical specification of Audio Accessory Adapter suitable for GP-328/GP-338/ATS-2500/MTX-960 Motorola Make Hand Held Sets-Item No.2

S.No.	
1.	The Audio Adapter should have two audio mono female sockets (3.5 mm & 2.5 mm) for connecting ear receiver through detachable connector having two audio mono moulded male jacks/pins (3.5 mm & 2.5 mm) in lead (wire ergonomic design)
2.	The Audio Adapter (7 pins) should have a flexible rubber cover to covered the two audio mono sockets (female) and also have a proper matching steel screw to fix the audio adapter with radio.
Note	The sample of audio accessory adapter is available in Radio Store INTEGRATED COMPLEX, OPS & COMN, FC-50, Shalimar Bagh, Delhi for inspection/ clarification/ doubt clearance.

Note: Signed copy of the compliance statement of the Technical Specifications should be enclosed with the Technical Bid.

CHAPTER – 5

PROFORMA FOR PRICE SCHEDULE

(Enclose with commercial bid)

TENDER FOR PURCHASE OF HAND FREE KITS SUITABLE FOR GP-328/GP-338/ATS-2500/MTX-960 MOTOROLA MAKE HAND HELD SETS.

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)	GST on Unit price (In Indian Rupees)	Total Unit Price including GST. (In Indian Rupees)	Total Extended Price including GST (In Indian Rupees)
a	b	c	d	e	h	i
1.	Ear Receiver with PTT/VOX switch.	293 Nos.				
2.	Audio Accessory Adaptor.	293 Nos.				

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 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 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, Ops. & Communication, Integrated Complex, FC-50, Shalimar Bagh, Delhi - 88 (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 and post-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 GST @ ----- against form-D as applicable on items ----- of Exhibit-C of the Contract.

5. CONTRACT PERFORMANCE BANK GUARANTEE

6. PAYMENT SCHEDULE

7. DELIVERY

8. PACKING, FORWARDING & SHIPMENT

9. INSURANCE

10. INSPECTION AND TESTS

11. GUARANTEE/WARRANTY

12. DELAY IN THE SUPPLIER'S PERFORMANCE

13. LIQUIDATED DAMAGES

14. FORCE MAJEURE

15. PATENT INDEMNIFICATION

16. WAIVER

17. ASSIGNABILITY

18. SEVERABILITY

19. GOVERNING LAW

20. TERMINATION FOR DEFAULT

21. TERMINATION FOR INSOLVENCY

22. TERMINATION FOR CONVENIENCE

23. RESOLUTION OF DISPUTES

(The clauses 5 to 23 shall be according to the Conditions of Contract in Chapter-2)

24. 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	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 Manufacturer(s) :

4. Address of the Manufacturer :

5. Name & address of the person to whom all references shall be made regarding this tender enquiry. :

- Telephone :
- Fax :
- e-mail :

Witness:

Signature

Signature

Name

Name

Address

Designation

Date

Company Seal

Date

BID FORM
(Enclose with Technical Bid)

Date: ___/___/___

The Deputy Commissioner of Police,
 Ops & Communication, 3rd floor, M.S.O. Building,
 I.P. Estate, New Delhi...

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 equipment 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

GUARANTEE
(Enclose with Technical Bid)

To

The Deputy Commissioner of Police,
Ops & Communication, 3rd floor, M.S.O. Building,
I.P. Estate, New Delhi...

Ref: TENDER FOR -----

We guarantee that everything to be supplied and 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 or 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 after **12 (Twelve) months from the date of final acceptance of the items in Delhi Police store**

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.

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

DATE _____

ANNEXURE – C4

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)? | Yes/No |
| 6. | Do you fully comply with Technical Specifications? | Yes/No |
| 7. | Are you offering the goods & services as per delivery schedule? | Yes/No |
| 8. | Have you furnished the Manufacturer's Authorization? | Yes/No |
| 9. | Have you furnished copy of the valid certificate of enlistment from the Central Purchase Organization (eg. DGS&D). | 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 signed and sequentially numbered each page of your Bid? | Yes/No |
| 13. | Have enclosed the certificate as per clause 10.3? | Yes/No |
| 14. | Certification for Stores (Hand Free Kits) (Chapter 4) | Yes/No |
| 15. | Have you noted the contents of Contract Form (Chapter 6) | Yes/No |
| 16. | Have you submitted tender acceptance letter (annexure-C8) | Yes/No. |
| 17. | Have you furnished the Bid Letter? (Annexure C 5, Chapter 7) | Yes/No |
| 18. | Have you furnished Mandate Form for Electronic Fund Transfer? | Yes/No |
| 19. | Have you quoted for all the items as per Chapter 3? | Yes/No |
| 20. | Have you filled in the Price Schedule in EXCEL Sheet? (Chapter 5) | Yes/No |

ANNEXURE- C5

(Enclose with Technical Bid)

To

The Deputy Commissioner of Police,
Ops & Communication, 3rd, floor, M.S.O. Building,
I.P. Estate, New Delhi..

Ref: Tender for purchase of Ear Receiver with mike PTT/VOX Switch with Audio Assembly adopter for GP-328/GP-338 Motorola Make Hand Held Sets.

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 Stores 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 item(s)** 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 **180 days** from the date fixed for opening of the financial 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 _____ 2019.

Details of enclosures:
address:

Signature of the Bidder
Full

Telephone/Fax No.

Mobile No.

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,
Ops & Communication, 3rd floor, M.S.O. Building,
I.P. Estate, New Delhi.

Dear Sir,

In consideration of the Dy. Commissioner of Police (Communication), 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
(indicate the name of the bank)

which 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) _____
(Name) _____

(Signature) _____

NAME _____
(Official address) _____

(Banker's Rubber Stamp) _____

Attorney _____

Attorney as per Power of

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

** The date will be **fourteen 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,
Ops & Communication, M.S.O. Building,
I.P. Estate, New Delhi...

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

**Tender for purchase of Ear Receiver with mike PTT/VOX Switch with Audio Assembly
adopter for GP-328/GP-338 Motorola Make Hand Held Sets.**

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/ organization 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)

Form No. E-5

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(MODEL MANDATE FORM)
(INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING
MECHANISM)
(Scheme name and the periodicity of payment)

1. INVESTOR/CUSTOMER'S NAME :
2. PARTICULARS OF BANK ACCOUNT
 - A. BANK NAME :
 - B. BRANCH NAME :
Address with Tel. No. :
 - C. 9-DIGIT CODE NUMBER OF THE :
BANK AND BRANCH
(Appearing on the MICR cheque issued
by the bank)
 - D. ACCOUNT TYPE :
(S.B. Account/Current Account or
Cash credit with code 10/11/13)
 - E. LEDGER NO./LEDGER FOLIO NO. :
 - F. ACCOUNT NUMBER :
(As appearing on the cheque Book)
 - G. IFSC CODE NUMBER/RTGS No. :
(In lieu of the bank certificate to be obtained as under, Please attach a blank cancelled
cheque, or photocopy of a cheque or front page of your saving bank passbook issued by your
bank for verification of the above particulars.)
3. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the User institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

Signature of the Investor/Customer

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized
Official from the Bank