

**TERM & CONDITIONS FOR THE SUPPLY OF
EXPLOSIVE VAPOR DETECTOR.**

1. The Specifications for Explosive Vapor Detector are enclosed.
2. The tender in a sealed cover marked in bold letters “**TENDER FOR THE SUPPLY OF EXPLOSIVE VAPOR DETECTOR FOR CHANDIGARH POLICE**” must reach in the office of the Inspector General of Police, UT Sector-9, Chandigarh on or before 5.3.2010 at 11.00 A.M. No tender will be received/accepted without earnest money after 11.00 A.M. on 5.3.2010.
3. The firm should not have been declared, “black listed” by any Govt./Semi Govt. Departments and an affidavit is to be given by the firm in this respect.
4. The tender received by the specific date & time shall be opened in the presence of such tenderers who may desire to be present, at 11.30 A.M. on 5.3.2010 in the office of the Inspector General of Police, UT, Sector-9, Chandigarh.
5. The rate should be quoted F.O.R. destination, including all taxes, if any.
6. The supply should be completed within one month from the date of supply order and rates quoted should be valid for six months.
7. The payment will be made only when the entire supply is received and found fit for use as per approved specifications/sample.
8. In case of firm with whom the supply order is placed fails to supply the material according to approved specification/sample within the stipulated period, the earnest money will be forfeited as a penalty.
9. Tenders received late or not conforming to terms and conditions will be rejected.
10. The tender can be accepted/rejected by the competent authority without assigning any reason. The quantity of the items can be increased/decreased at the time of placing supply order.
11. No. Conditional/Telegraphic or Faxed tender will be accepted.

The following may also be ensured :-

(a) **TECHNICAL BID** : The cover should be marked “**TECHNICAL BID FOR EXPLOSIVE VAPOR DETECTOR**”. Technical specifications of item(s) are to be supplied alongwith details of conditions of Tender Enquiry. Price of the item(s) may not be quoted in Technical Bid.

(b) **COMMERCIAL BID**. The cover should be marked “**FINANCIAL BID FOR EXPLOSIVE VAPOR DETECTOR**”. Cost of item/s will be indicated. Additional information if any may be forwarded separately.

NOTE:-

1. The Financial Bids shall be submitted on the format attached as Appxdix ‘A’.
2. The supply should be completed within 30 days i.e. one month from its date of issue of supply order by the firm.
3. Tenderers are required to keep their offers valid for a period of six months.

4. The stores will be delivered to **DSP/Lines at Police Lines, Sector-26, Chandigarh.**
5. All related users manuals, packing cases, containers packing and other similar materials shall be supplied free of cost by the firm and shall not be returned unless otherwise specifically agreed upon.
6. In case the tenderers wish to furnish in a separate covering memo for any additional information/particulars of quotation conditions e.g. those relating to taxes/duties or allowance of discounts, rebates etc. which can not be accommodated in tender form, they may do so by means of a note attached with tender form.
7. **Earnest Money Deposit.** The prospective Suppliers / Vendors will furnish Earnest Money (EMD) amounting to **Rs 20,000/- (Rupees twenty thousand only)** alongwith Technical Bids through DD / Postal Order in favour of **The Inspector General of Police UT, Chandigarh.** The Firms registered with DGS&D & NSIC are exempted from furnishing of EMD Laws Governing the Contract.
8. Laws of India in force shall govern this Contract for the time being.
9. **Guarantee/Warranty & AMC Clause.** Explosive Vapor Detector in question will be under the Supplier's warranty for any manufacturing defects for a period of **03 years** as applicable from the date of supply. In case, a defect develops in the equipment, the same shall be repaired or the equipment will be replaced by the tenderer in location at his own expense. The tenderer should also provide Comprehensive Annual Maintenance Contract for all 7 years after expiry of the guarantee/warranty period containing detailed terms & condition and annual maintenance cost.
10. **Jurisdiction of Courts.** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
11. **Taxes & Levies.** Details of Excise Duty, if any, are to be indicated. Exemption Certificate for octroi, Custom Duty and Excise will be provided if specified & applicable. FE content, if any, is to be indicated separately, for which Custom Duty Exemption certificate is required.
12. **Sample:** The tenderers qualified the technical bid, will submit sample/s for testing/inspection purpose and expenses in this regard will be borne by the tenderers.
13. **Live Demonstration** : As a part of technical evaluation of bids, the bidder shall arrange presentation and live demonstration of their quoted equipments/ items within a period of 7 to 10 days from the opening of technical bids to show that they fully confirm to this quotation. The bidders will be intimated that exact date and time slot for them to carry out such demonstration. The bidders are advised to make all necessary arrangements for the live demonstration of their equipments well in advance as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation.
14. **Accessories** : The tenderers should also provided the following :-
 - (a) One test sample for each machine for testing during commissions and during maintenance.
 - (b) Training Tools – Charts, slides training brochures, training work model, blow up diagram, video films on demonstration and use etc.
 - (c) Technical manual giving full description of the item. Practical training at least 2 times in a year counting during warranty period.
 - (d) User's handbook and literature on preservation/maintenance as applicable.

- (e) Procedure for packing, handling, transpiration, storage and battery replacement.
- (f) List of the institution where your product has been installed along with satisfaction report of the user.
- (g) Technical Specification of product brochure.

15. **Power to relax** : Police Purchase Committee has right to amend/add or remove any clause of specification of the equipment as well as terms & Conditions after proper approval of Inspector General of Police, UT, Chandigarh.

INSPECTION

The stores will be subject to the inspection to ascertain that they conform to the specifications, as laid down in the supply order, by Police Purchase Committee detailed by the purchaser. In case the stores ordered on receipt are not found to be conforming to the laid down specifications, the defective stores will be removed and replaced by the stores of the correct specifications by the supplier at his own expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding.

PAYMENT INSTRUCTIONS

(a) The payment shall be made on completion of the complete supply of material as specified after inspection and acceptance of stores by the Police Purchase Committee detailed by the purchaser.

(b) Where sales tax is charged the firm will quote his Sales Tax Registration Number and endorse the following certificate on the bill :-

"Certified that the goods on which sales tax has been charged have not been exempted under the Sales Tax Act/CST or the account of sales tax on the goods supplied are correct under the provisions of the Act or the rules made there under".10 The price charged for stores supplied by the firm shall in no event exceed the lowest price at which the firm sells the stores of identical description to any other person/organization. If at any stage the rates charged by firm for the supplies made are found to be on higher side, the purchaser reserves the right to cancel the supply order and will not be liable to pay any damage caused to firm due to cancellation of supply order."

VETTED BY THE HIGH POWRED PURCHASE COMMITTEE CONSTITUTED FOR THE PURPOSE.

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| 1. | SSP/UT/Chandigarh
Chairman | -Sd- |
| 2. | SP/Sec. & Traffic
Member | -Sd- |
| 3. | DSP/Security
Member | -Sd- |
| 4. | DSP/Lines
Member | -Sd- |