

Security Head Quarter, U.P.

413, Dr Baijnath Road, New Hyderabad, Lucknow

Fax No 0522-2781005

No. Suraksha-Adhu/Up.Krya-236/2011-14

Dated: Nov 18 ,2014

Date of opening tender **Nov 05 ,2014**

OPEN TENDER NOTICE

The tender for the following equipments are invited in duplicate including Technical Bid and Financial bid for following items from the authorized manufacturer/ Distributor /authorized agents.

S.N.	Name of the Equipment	Quantity	EMD Required in Rupees	Proposal Form Fee (in Rupees)
File No. Suraksha-Adhu/Up.Krya-236/2011-14				
1	Portable Generator	8	32,000.00	350

2. Firms willing to participate in tender of above equipments can obtain Tender Form along with terms and conditions and specifications of the equipment by depositing the cost of tender form as mentioned above in cash on any working day in the office of the undersigned **till 05-12-2014 at 1200 Hrs.** Any enquiry regarding tender can be obtained from telephone No. (0522) 2781005/2782779 on any working day. The fax No. of undersigned is 0522-2781005. Those firms willing to get tender form through post. will have to send money order of the cost of tender form. The firms willing to get the tender form through courier have to send money order of the cost of tender form along with Rs. 100.00 extra (Courier charges). Money order should be addressed to the under signed. Security branch shall not be responsible for any postal or courier delay.

3. Tender form can also be downloaded through website of U.P.Police and Information department of U.P. at i.e. <http://uppolice.up.nic.in> and www.upgovt.nic.in. but the cost of tender form must accompany with the tender in the shape of Demand Draft in the favour of **I.G. of Police (Security) U.P. payable at Lucknow** otherwise tender will be rejected out rightly.

4. Separate tender form is required for every model of the equipment. If more than one model is quoted in one tender it will not be considered and stand cancelled.

5. Please note down the following points very carefully before floating the tender:-

(1) Earnest Money as mentioned against each equipment in the form of Demand Draft in favour of **I.G. of Police (Security) U.P. payable at Lucknow** has to be enclosed along with every tender. In absence of Earnest Money tender shall be rejected.

(2) Tender submitted not complying with the terms and conditions or a Conditional tender shall be rejected

(3) If the firm is exempted from depositing Earnest Money, the copy of order for the same has to be enclosed along with the tender (firms registered with DGS&D New Delhi, NSIC New Delhi, D.I. Kanpur and UPSIC Kanpur are exempted from depositing earnest money).

(4) Undersigned is not bound for minimum contract and reserve the right to terminate the full or any part of the contract. and also reserve the right to increase or decrease the number of equipments to be purchased.

(5) The bidders whose equipments are available at Rate Contract from DGS&D New Delhi or D.I. Kanpur have to enclose all relevant documents along with the tender.

(6) Authorized agent/distributor/manufacture (as the case may be) has to enclose all required certificates such as Trade Tax/ VAT registration, Notary certified self declaration for not blacklisting by any Govt. Organization in India on a Non Judicial Stamp of Rs. 10-00 only. In the absence of these certificates and affidavits tender shall not be considered.

(7) Bidder can quote equipment of higher specifications mentioned in the Technical specifications but the decision of the Technical Sub Committee will be final and binding to all.

(8) If there is holiday on specific date the tenders would them open on next working day apart from Saturday / Sunday. Programme of the tender is as follows:-

- a) Date/Time of Submission of tender : 05/12/2014 till 12:00 Hrs
- b) Date/Time of Opening of tender : 05/12/2014 at 16:00 Hrs
- c) Date/Time of Demonstration : 10/12/2014 at 12:00 Hrs

Name of the Equipment	Demonstration
Portable Generator	10-12-2014

Note: Representatives of the firms participating in the tender should have enough time at their disposal for the demonstration of their equipment so that they do not feel inconvenient in case of change in time schedule.

(O.P.Srivastava)
Supdt of Police (Trg & Security)

No. Suraksha-Adhu/Up.Kraya-236/2011-14

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File No. Suraksha-Adhu/Up.Kraya-236/2011-14				
1	Portable Generator	8	32,000.00	350

TERMS AND CONDITIONS OF TENDER

1. The sealed tenders shall be accepted by the undersigned up-to 14-00 hrs. on Sep. 05,2014. There after, the tenders shall be opened in the presence of the Bidders / their authorized agent at 16-00 Hrs. On Sep.05, 2014 at Security H.Q, "OM NIWAS " 413 Dr.Bajinath Road, New Hyderabad, Lucknow.

2- The tenderer shall give the Technical Bid and the Financial Bid each in duplicate and in separate sealed covers respectively clearly marked as **"Original Technical Bid "** **"Duplicate Technical Bid"** **"Original Financial Bid"** **" Duplicate Financial Bid"** in red ink. All these four envelops should be kept in one large envelop and sealed marked as **"Tender for....."** The **Technical bid (Original)** will accompany Original Tender form (SPD-3) issued by the office, Technical offer such as Technical detail of the equipment along with Original brochure/ leaflets of the equipment (Not photo copy) and Earnest Money Deposit , Authorization of Original Equipment Manufacturer and other document asked for except Financial offer. The **Financial bid** will accompany photo copy of SPD-3 issued by the office. Financial offer in which Price of the equipment and taxes will be entered separately along with supply schedule and rate of AMC after expiry of the warranty period. The Technical and Financial bid shall be clearly marked stating name of equipment, tender notice no and date on the top of the envelop. The Financial bid shall be opened only after evaluation of the Technical Bid . The date of opening of Financial bid will be intimated in due course to the representatives of the qualified firms after evaluation of the Technical parameters .Tender documents and earnest money should be enclosed with Original Technical Bid . The Duplicate Technical Bid and Financial Bid should carry photocopy of the details provided in the respective original Technical and Financial Bid. Tenders which are incomplete ,without earnest money,Conditional tenders, first hand non-compliance of specified Technical parameters shall not be considered. Name of manufacturer, service centers in India should be mentioned in Technical Bid.

3- Incomplete offers, offer not conforming fully to Technical Evaluation requirements or with vague replies or without EARNEST MONEY (If applicable) or Conditional Offer will be rejected. **The tenderer shall quote only one model in the Technical bid/ Financial Bid.** If any tenderer willing to quote more than one model he should have to submit separate tender form for each and every model. The Technical offer must specify the name and address of the manufacturing company and their service centres in India.

4- The demonstration of the equipments will be held as per tender schedule. in Security H.Q. premises at **413, Dr. Bajinath Road, New Hyderabad, Lucknow.**No request for extension for demonstration date will be considered.

5- Every tender should be accompanied with earnest money (If applicable) in the form of Bank Draft cash certificate, Defence bond certificate, National Saving Certificate, Deposit –at- call (Issued by Nationalized Bank) valid for three years and pledged to the **Inspr.Genl. of Police(Security)U.P., Lucknow** payable at Lucknow. The earnest money will not be accepted in any other manner , and in those cases the tender submitted will not be accepted.

6- The tender form can be procured and submitted from the office of the undersigned at Security Branch, “Om Niwas” ,413, Dr. Baijnath Road, New Hyderabad, Lucknow on either in cash or by money order addressed to the undersigned with the cost of tender form mentioned in tender notice .The firms willing to get the tender form through courier or speed post have to send Rs. 100.00 extra (Courier/ postal charges) otherwise tender will be dispatched through ordinary post. Money order should be addressed to the under signed. The security branch shall not be responsible for any postal or courier delay. If amount will not be received the tender documents will be sent through ordinary post and the undersigned shall not be responsible for any postal delay. Cost of tender form will not be refundable/ adjustable in any circumstances.

7- Tender can be downloaded through website of U.P.Police and Information department of U.P. i.e. <http://uppolice.up.nic.in> and www.upgovt.nic.in. but the cost of tender form must accompany with the tender in the shape of Demand Daft in the favour of I.G. of Police (Security)U.P. payable at Lucknow otherwise tender shall be rejected out right.

8- All such firms, which are not registered with DGS & D, New Delhi, NSIC New Delhi, D.I. Kanpur or U.P.S.I.C. Kanpur, are , as a rule, required to deposit earnest money along with their tenders without which their tenders shall be ignored out right and as a rule and no correspondence thereafter shall be entertained. Such firms as are registered with any of the above four organizations mentioned above are exempted from depositing earnest money. For being considered for exemption from earnest money the copy of registration certificate duly attested by a gazetted officer or public notary should be enclosed with the tender.

9- The tenders can be dropped at the sealed box stationed at Security Branch, Lucknow or through post but the tender must be received in the office of the undersigned by the due date and time. The undersigned shall not be responsible for any postal delays and no tender shall be accepted after the designated time.

10- The Chairman of the purchase committee (mentioned as “Chairman” hereinafter) reserves the right to alter the number of equipments to be purchased and cancel any tender in partial or full without assigning any reason to the bidder. The reason of cancellation will be noted down on the file and will be disclosed if required under rules.

11- Tenders can be submitted for the desired equipment with the specifications better than the prescribed one but the selection of such equipment will be done by the committee constituted for this purpose and its decision will be final and binding on all.

12- The firms should submit their tender keeping in view all the terms and conditions. If the tender is not submitted as per the terms and conditions, SPD-3 form and check list given by the department, the authority for cancellation shall be vest in the Chairman.

13- **Tender will be valid up-to one year.**

14- After receiving the supply order, the equipments should be made available to the undersigned by the due date along with the bill in triplicate. The Pre-Delivery inspection of all the equipments will be made at Security Branch by the Technical committee constituted by the Chairman for the purpose. The equipment supplied will be accepted after their O.K. report for the Technical committee constituted for the purpose after P.D.I. If the equipment is not supplied within the stipulated time the firm has to inform the reason of delay in supply failing which fine @ 10% of the quoted price will be imposed for each fortnight. The decision of the Chairman in this regard will be final and binding to all.

15- The payment will be made after the supply of equipments and their accessories. Deduction of Income-tax and VAT as applicable as per rules will be made from the final payment.

16- No accessories will be accepted as Optional. The bidder will have to supply all the accessories with the equipment mentioned in literature of the submitted with the tender and no extra cost will be paid for the accessories. **Tenderer will also not quote price of accessories as optional in Financial bid otherwise their Financial bid will not be considered.**

17- Any dispute arising in the matter will be considered in the court of Lucknow (U.P.) jurisdiction only.

18- Undersigned is not bound for minimum contract and reserve the right to terminate the contract or any part of the contract. In any case of dispute on this subject the final decision is vested in the Chairman.

19- If the supply of equipment is not ensured within the stipulated time, the supply order shall stand void automatically and equipment will not be accepted thereafter. No correspondence shall be entertained for extension of supply date. In case of equipments not supplied by the due date, the earnest money and security money shall stand forfeited.

20- Tender which are submitted on any form other than the prescribed issued from the office of the undersigned, will be rejected. Tender can be submitted after download from the website but the tender must accompany the cost of tender in form of Demand Draft in favour of **Inspr,Genl. of Police(Security) U.P., Lucknow payable at Lucknow.**

21- Equipments will be accepted in the office of undersigned at Security Branch, Lucknow for which no extra payment as transportation, packaging charged, insurance etc. will be payable.

22- The prices of equipments along with all payable taxes/exchange rate etc. will be mentioned along with the tender submitted. At the time of submission of bills any amount other than the agreed amount mentioned in price bid along with taxes, will not be payable by the department.

23- For imported equipments, the bidder will submit tenders for only such equipment, for which they are the authorized dealer/ distributors. They will be required to submit an authority letter from the foreign manufacturer (Not from the authorized dealer of the company in India), clearly indicating (i) that the bidder is the authorized agent for the supply of such equipment on behalf of the foreign company (ii) that the specific item is manufactured by the foreign manufacturer and (iii) that the said agent is authorized to submit tender on behalf of the foreign manufacturer in India. Any authority letter submitted by the agent on behalf of the foreign

manufacturer that he represents such firm, will not be accepted. No document , other than those submitted along-with the tender, will be accepted separately. Tender submitted without satisfying above conditions will be rejected and the earnest money will be forfeited. If the manufacturer himself participating in the tender then he will submit a proprietary certificate that he is the manufacturer of the equipment. OEM has also to submit an authority letter that if bidder/ Authorized agent fails to provide warranty/services after the completion of warranty period of the equipment OEM shall provide warranty/ spare parts of the equipment.

24- If the equipment quoted is a proprietary item, the firm/agent submitting the tender will also give a proprietary certificate.

25- Interest for any delay in payment due to any reason will not be payable.

26- While submitting the tender, it should be clearly specified that supply of consumables for such items, spare parts that may be required, will be guaranteed, The firm/ agent submitting the tender should also specify the after-sales service, which will be provided. Such firm/agent shall also be bound to provide training for the use and repair of such equipment free of cost as and when and where required. After expiry of guarantee period from the date of installation, the company should also indicate the A.M.C. charges for next year with per year rate and after the acceptance of tender, agreement bond has to be filled for responsibility of maintenance under the AMC on the quoted rates . During the maintenance and repair of equipments, the firm will not have any claim (or any amount) to the items/parts replaced with new items for free of cost, Ownership of parts of the equipments taken out in replacement during AMC/ maintenance, will be the property of the department. In case firm fails to execute AMC or delays in repair of the equipment the Chairman can impose fine and the firm will be liable to pay the fine. It is made clear that if firm does not obey the conditions of AMC and subsequently the security measures are adversely affected, the firm shall be black listed.

27- If the firm fails to supply the equipment after accepting the supply order, the earnest money and security money will be forfeited and the firm will be declared blacklisted and undersigned can initiate legal action as per rules.

28- The firm registered in U.P. should enclose VAT registration . Tenderers who are registered with other states should enclose the C.S.T. certificate and also indicate its registration number in tender form.

29- The firm participating in the tender should have to submit an affidavit on Non Judicial Stamp worth Rs. 10-00 only that they have not been blacklisted by any of the department/unit/organizations in India.

30- After supply of the equipment and during their warranty period their installation at any place/District/ Unit in U.P., if required, will be the responsibility of the supplier and no extra charges shall be paid for the purpose. Warranty period is mentioned in the specification of the equipment .

31- Such firms who are not registered with either of four organizations viz. (i) D.G.S.& D (ii) N.S.I.C. New Delhi (iii) D.I.,U.P. and (iv) U.P.S.I.C. shall be required to deposit advance security @ 10% of the total cost of the equipment in the form of Demand Draft or Bank Guarantee pledged

to the **I.G. of Police (Security) U.P., Lucknow for a period of Warranty** payable at Lucknow and will execute an agreement on a Non Judicial Stamp worth Rs. 100-00. Such firms who are registered with any of above four organizations may be considered for exemption from depositing security money (If application is made) for which Chairman reserves the right to do so but they have also to execute an agreement on Non Judicial Stamp worth Rs. 100-00. The Chairman also reserve the right to reduce/ increase the amount of security money as may be deemed fit. The security deposit shall be retained with the undersigned up-to the period of warranty period. The security deposit, if the chairman deemed fit, can be returned after the successful running of the equipments for a period of one Year.

32. The firm will submit Operating and maintenance Manual preferably in Hindi of each and every equipment being supplied at the time of delivery. Supplier will also impart training free of cost regarding Operation and maintenance of equipment at Security Branch as well as at other places in U.P. as directed by the Security Branch for which no extra cost will be paid.

33 Firm as also to certify that they have qualified Technical team and service centers which are capable to attend complaint within 24 to 72 Hrs. If the firm fails to attend complaint within stipulated time a fine will be imposed on him for which decision of chairman will be final and binding to all.

34. Firm has to submit their experiences for the supply of the equipment being quoted and list of their customers Specially Govt. offices/Units along with the tender.

35. If the total cost of the equipment exceeds to Rs. 10 Lac excluding taxes. The firm have to pay 2% Entry Tax in cash before the supply of the equipments. The amount of Entry Tax will be charged by the firm in the bill submitted for payment.

36. Period of **warranty shall be 03 or 01 year as mentioned in the specification of the equipment concern** and will be counted from the date of installation of the equipment . Tender offers below warranty period shall be rejected.

37. The firm will ensure visit of their engineers every quarter for maintenance of the equipment supplied by the firm during warranty period and a report regarding visit and maintenance will be submitted to the Security Branch.

38. Firm has to quote rates including accessories in their Financial bid as no accessories mentioned in the literature will be accepted as "OPTIONAL" After receiving supply order firm has to supply all the accessories mentioned in the specification/ Literature as "ACCESSORIES".

39. The Bidder has to provide a undertaking at the time of supply of equipment that the equipment being supplied is the same which has been demonstrated and mentioned in the Technical bid. Firm has also also to provide model/serial no., manufacturer name, address along with warranty card. In future if equipment happens to be duplicate firm has to face legal action as per rules.

40. P.D.I. of equipment shall be performed at firm's workshop (if required) but P.D.I. at Security Branch premises at Lucknow will be must which will be the duty of the firm.

41. Rates of AMC will be counted if required to establish lowest bidder in Financial bid.

42. If more than one rates are quoted in Financial bid, the bid shall be rejected.
43. If required, extra terms and conditions could be added to the existing Terms and Conditions which has to be complied by the firm.
44. The bidder who demonstrated their equipment at the time of full tender and have quoted same make and model of the equipment which has already been demonstrated at the time of full tender, subject to their demonstration being successful, need not to demonstrate their equipment again but they have to give in writing that they have quoted same make and model of the equipment in this tender and their earlier demonstration report shall be considered for this tender.
45. After the demonstration of their equipment the firm has to leave their equipment with the Security Branch till the opening of the Financial bid of the equipment. After opening of the Financial bid equipment of the firm who did not succeed in Financial bid shall be returned The equipment of the firm, who succeeds in Financial bid, shall remain in the custody of the Security Branch till the supply and PDI of the ordered equipment.
46. The authority letter from equipment manufacture firm will not be accepted until it is ink signed.
47. After opening of Technical bid, the committee will see the demo of equipment only after receiving a confirmation letter from the original manufacturer company that the "Ink Signed" authority letter submitted by the participating firm in "legit"
48. It will be mandatory for a firm to mention the following points in its counter affidavit:-
- (a) That their firm was neither black-listed by any government department in the past 5 years, nor their firm was prevented to participate in any tender.
 - (b) That neither any criminal case in running in any court against the firm, nor any case is pending trial with regard to copyright/patent.
 - (c) That there is no blood-relation or family-relation (husband, wife, son, daughter, brother in law, sister in law, father in law, mother in law, cousin etc) among any member of any black-listed firm and the participating firm.
 - (d) If the authority letter is found fake, then the demonstration of the equipment of the tendering firm will not be seen or entertained and action will be taken against the firm as per law.
 - (e) If the affidavit is found fake or wrong then the tender of the firm shall stand rejected at any stage.

(O.P.Srivastava)
Supdt of Police (Trg & Security)

S.P.D.(3)

ORIGINAL

TENDER FORM

GOVERNMENT OF UTTAR PRADESH
SECURITY HEAD QUARTER. U.P., LUCKNOW

No. Suraksha-Adhu/Up.Kraya-236/2011-14

CONDITIONS OF AGREEMENT

Name of equipments	Date of demonstration
Portable Generator	10-12-2014

Date of Opening of Tender: Dec.05 , 2014

1. The arrangement is to last till but in the event of any breach of the terms of arrangement at any time on the part of the supplier the arrangement shall be determined summarily by the Chairman, Security Branch, U.P., Lucknow without compensation to the supplier.

2. The supplier will supply goods and materials from time to time in such quantities as may be entered in the indents sent at the rates set forth in the Schedule of rates at page (3).

3. The goods or materials to be supplied under the arrangements are to be of the quality or sort in every respect equal and answerable to the patterns or sample sent with the tenders and approved by the Security Branch, U.P., Lucknow. In the event of supplies not being up to the sealed sample accepted, but good enough for retention, the goods supplied may either be retained at a reduction in cost not exceeding 10 per cent of the total value or be returned to the supplier in accordance with paragraph 10 below at the option of the Indenting Officer. The goods may only be retained at a reduction if the supplier agrees.

4. The Security Branch, U.P., Lucknow may, by notice in writing, call upon the supplier to supply additional goods or materials to serve as samples, and upon such notice in writing the supplier shall be bound to supply additional samples of goods or materials, such additional samples being in all respects of same quality or sort as the sample first supplied.

5. (a) All rates are to be based on delivery, securely packed and f.o.r. stations nearest to suppliers or Indenting Officers as asked for in the tender notice.

(b) Railway freights, if pre-paid, shall be added to the original quotations.

(c) When goods are ordered f.o.r. the station nearest to supplier, the Indenting Officer may at his option direct that this shall be booked either by goods train or by passenger train and either at owner's risk or at railway risk. The supplier shall carry out his direction and shall, in any case, be responsible for the safe delivery of the goods soundly and securely packed to the Railway Administration and shall obtain from such Railway Administration a clear receipt for the goods in evidence thereof. In the absence of a clear receipt, the suppliers will be held responsible for all damages or loss caused by breakage or leakage which may occur to the goods while in transit and until they have been delivered to the consignee at railway station of destination.

(d) When goods are ordered f.o.r. station of destination, the suppliers shall be required to bear all risks of loss, leakage or damage, and shall deliver the goods in good order to the consignee at railway station of destination, mentioned in the indent , in such quantities or number and with in such time and in such manner as the Indenting Officer shall, from time to time, direct.

6. Unless when specially ordered in the order accompanying the indent, all goods must be dispatched within 14 days of the receipt of indent by the supplier.

7. With every dispatch of goods or materials under the arrangement invoices or bills of parcels in duplicate are to be sent by the supplier to the Indenting Officer, the duplicate to be returned by the Indenting Officer with the quantities or number received dully noted thereon.

8. Conditions as to time for performance whether laid down herein or in the indent, shall be always regarded as the essence of the arrangement.

9. The I.G.(SECURITY), Security Branch, U.P., Lucknow or any of the experts attached to the security Department or the Indenting Officer or any other officer or person duly authorized in writing by the Chairman Security Branch, U.P., Lucknow, shall have power to inspect the stores before, during and after manufacture,

collection, dispatch, transit or arrival and to reject the same or any part or portion, if he or they be not satisfied that the same is equal or according to the sample or specification in weights, quantity and number.

10. Goods or materials rejected or refused on the ground of inferior quality or any other ground shall be removed by the supplier at his own risk and expense within ten days after notice has been received by him of such rejection. In the event of non-removal by the supplier as aforesaid within the said period of ten days, it shall be lawful for the Security Branch, U.P., Lucknow to authorize the Indenting Officer to sell by public auction any rejected materials or goods and in such cases the supplier shall be credited with the sale proceeds thereof but will not be entitled to any loss of damage that may be occasioned by such sale. If the contractor is not satisfied with the decision of the authority rejecting or refusing goods, he may appeal to the Security Branch, U.P., Lucknow within five days of the receipt of such notice, and the decision of the Chairman, Security Branch, U.P., Lucknow will be final in all cases.

11. The system of payment shall be as follows :

- ❖ Bill in triplicate shall be sent by the supplier to the Indenting Officer and on receipt of these, the Indenting Officer or his superior officer shall make payment direct. The suppliers may, however, for their own convenience send an advance intimations for the amount of the bill to the Indenting Officer but no advance payment shall be made.
- ❖ Payment shall ordinarily be made within one month of delivery. All payment shall be subject to the deduction of any amount to which the supplier may be or render himself liable under the terms of this arrangement.

12. Packing cases, containers, gunny packages, etc. which may be used for purposes of packing and which are delivered with stores will be not returned or paid for, unless specially stipulated.

13. The contractor shall not sub-let or assign this contract without the written permission of the Security Branch, U.P., Lucknow. In the event of the contractor sub-letting or assigning this contract without such permission he shall be considered as having thereby committed a breach of this contract.

14. In the event of the suppliers not being in strict accordance with these conditions or not being delivered within the time allowed, the Security Branch, U.P., Lucknow may recover from the contractor as liquidated damages and not by way of penalty the sum of one percent of the value of the said goods or materials for each and every day up to 25 days during which the articles to be supplied are not delivered or bad articles are not replaced. Further, it shall be lawful for the Security Branch, U.P., Lucknow or the Indenting Officer to purchase the required articles or any suitable quality obtainable in the open market at the risk and cost of the contractor, who in addition to the liquidated damages aforesaid shall be liable for any loss or damages caused by the said purchase. The Security Branch, U.P., Lucknow shall alone be entitled to adjudge upon the penalty or compensation or damages due for delay in performance, as also to adjudge upon the advisability of taking other suitable action. If the delay shall have arisen from any cause which the Security Branch, U.P., Lucknow may declare in writing to be a reasonable, such additional time may be allowed as may be considered necessary in the circumstances of the case. In such a case he may also forego the whole or any part of the aforesaid liquidated damages but not the other loss or losses.

15. In case of non-performance in any form or shape of the conditions of this arrangement the Chairman Security Branch, U.P., Lucknow shall have power to annul, rescind or cancel the arrangement and upon his notifying in writing to the supplier that he has so done, this arrangement shall absolutely determine. He may also debar the firm for the Uttar Pradesh police Department contracts for such periods as he thinks fit.

16. In the event of any dispute arising out of or concerning this Agreement (except as to any matters the decision of which is specifically provided for this Agreement), the same shall be referred to the arbitration of an arbitrator nominated by the Security Branch, U.P., Lucknow and an arbitrator nominated by the contractor, or in the case of the contractor or the said Security Branch, U.P., Lucknow failing to nominate an arbitrator within the time fixed in the notice to be served on him by the said Security Branch, U.P., Lucknow or the contractor, as the case may be, by the arbitrator, nominated by the said Security Branch, U.P., Lucknow and the contractor or in case of disagreement

between the said arbitrators to an umpire appointed by them and the decision of such arbitrators or arbitrator or umpire, as the case may be, shall be final and binding on the parties. The arbitrators/arbitrator/umpire may from time to time with the consent of the parties enlarge the time for making and publishing the award.

17. Without prejudice to any other remedy provided by law any amount due from the supplier to the Governor will be recoverable as arrears of land revenue and may also be recovered by deduction from any amount due from the Governor to the supplier on any account under any other transaction.

18. The suppliers will send to the Deputy Director of Industries (Stores), Uttar Pradesh Kanpur, quarterly statement of goods they supply under this arrangement in the following form ;

Supplies during the quarter ending 200 :

Name of officer	Indent no. and date	Name of article	Quantity or number supplier	Value of applies	Remarks (whether Indian make or foreign)
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QUOTATION

1. I/We hereby quote to supply the goods and materials in the under writing Schedule in the manner in which and within the time specified, as set forth in the conditions of arrangement stated above at the rates given in the Schedule below. I/We hereby agree that in the event of tender being accepted the conditions of Para as 1 to 18, on pages 1 to 4 and those contained in the acceptance letter will be binding upon me/us and will, along with the quotation, be converted into and shall be deemed to be a completed agreement between me/us and the Governor of Uttar Pradesh from the date of issue of acceptance letter. I/We hereby further agree that if so required by the Security Branch, U.P., Lucknow. I/We shall execute a formal Agreement Deed.

2. I/We here with deposit a sum of Rs. as earnest money and should I/We fail to execute a fresh deed of agreement if so required, by the Security Branch, U.P., Lucknow on behalf of the Governor of Uttar Pradesh and deposit the security as laid down in the tender notice within ten days of the acceptance of my/our tender. I/We hereby agree that, a part from my/ our liability under the agreement, the above sum of earnest money will be forfeited to the Governor:

SCHEDULE OF RATES

S. No.	Item with specification	Unit	Rates per unit	Taxes		Total	Make and Brand
				Sales tax	Excise duty		
1	2	3	4	5	6	7	8

Dated the _____
 Signature _____
 Address _____

All rates are f.o.r.....
 Day of _____ 2014

Name of supplying firm

N.B.—Please do not forget to fill in all the above columns.

Accepted
 Signed
 Designation

For and on behalf of the Governor of Uttar Pradesh

Specification of Generator

<u>PURPOSE</u>		Generate Light
1	<i>Type</i>	RDT
2	<i>Generator</i>	1-Frequency(Hz)- 50
		2-Rated Output (KVA)-5.5
		3-Rated Voltage(V)-230
		4-Max Output (KVA)-7.0
2	<i>Engine</i>	4-Fuel System-Electronically Controlled Fuel Injection system.
		5-Start System-Recoil/Self Start
		6-Fuel Capacity(L)-Minimum 18 L
		7-Continuous Operation @ Rated Output(h)-6.5 has minimum
	<i>Equipment</i>	Oil Alert- ? Air Cleaner- Duel
	<i>Exhaust</i>	Must confirm to the latest Govt pollution norms and should be silent and portable.