

कार्यालय सेनानायक 41वीं वाहिनी पीएसी, गाजियाबाद।

फोन/फैक्स नं०-01202770455

E-mail ID:compac41@uppac.net

पत्रांक व-65/2016

दिनांक: नवम्बर, 2016

पत्रांक: पीएसी-III-514(4)/2016/1014 दिनांक 16.07.2016 (पाली कार्बोनेट शील्ड) दिनांक: नवम्बर, 2016

निविदा सूचना

पीएसी के उपयोगार्थ हेतु 200 पाली कार्बोनेट शील्ड के लिये मुहरबन्द टेक्निकल एवं फाइनेशियल बिड आमंत्रित की जाती हैं:-

क्र० सं०	वस्तु / उपकरण का नाम	कुल संख्या	धरोहर धनराशि (Earnest Money) लागत मूल्य का 02 प्रतिशत	टेण्डर फीस	विवरण आपूर्ति अवधि	सम्पूति का स्थान
1	2	3	4	5	6	7
1	पाली कार्बोनेट शील्ड	200	₹ 4,000-00	₹ 500-00	क्रयादेश प्राप्त होने के 15 दिवस के अन्दर	41वीं वाहिनी पीएसी, गाजियाबाद।

- उपरोक्त उपकरणों की आपूर्ति हेतु इच्छुक निविदादाता किसी भी कार्य दिवस में कार्यालय सेनानायक 41वीं वाहिनी पीएसी गाजियाबाद से निविदा फीस ₹ 500-00 (रुपये पाँच सौ मात्र) नकद जमा करके निविदा फार्म मय टेक्निकल/फाइनेशियल बिड के नियम शर्तें तथा उपकरणों का तकनीकी स्पेशिफिकेशन प्राप्त कर सकते हैं।
 - निविदा प्रपत्र उत्तर प्रदेश पुलिस की वेबसाइट <http://uppolice.gov.in> एवं उत्तर प्रदेश सूचना विभाग की वेबसाइट www.up.gov.in से डाउनलोड की जा सकती है, लेकिन निविदा जमा करने के साथ ₹ 500-00 (रुपये पाँच सौ मात्र) का बैंक ड्राफ्ट निविदा फीस के रूप में, सेनानायक 41वीं वाहिनी पीएसी गाजियाबाद के पक्ष में जमा करना होगा।
 - निविदा से सम्बन्धित कोई भी जानकारी किसी भी कार्य दिवस में कार्यालय सेनानायक 41वीं वाहिनी पीएसी गाजियाबाद से टेलीफोन नम्बर 0120-2770455 पर प्राप्त की जा सकती है।
 - निविदा के साथ उपकरण के सम्मुख दर्शाई गई धरोहर धनराशि (Earnest Money) जमा की जायेगी, जो डिमाण्ड ड्राफ्ट/बैंकर चैक/बैंक गारण्टी/एफडी0आर0 (Fix Deposit Receipt) के रूप में सेनानायक 41वीं वाहिनी पीएसी गाजियाबाद के पक्ष में बनवाकर प्रस्तुत की जायेगी, जो फर्म धरोहर धनराशि (Earnest Money) जमा करने से छूट के लिए दावा करती है, उसको सक्षम प्राधिकारी द्वारा निर्गत धरोहर धनराशि (Earnest Money) में छूट प्रदान किये जाने सम्बन्धी प्रमाण-पत्र/प्रपत्र तकनीकी बिड के साथ उपलब्ध कराया जाना अनिवार्य है।
 - अधोहस्ताक्षरी किसी भी निविदा को बिना कारण बताये आंशिक अथवा पूर्ण रूप से निरस्त करने हेतु सक्षम होंगे। अधोहस्ताक्षरी को कय किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का भी अधिकार होगा।
- (2) उक्त विज्ञप्ति उ0प्र0 पुलिस विभाग की वेबसाइट <http://uppolice.gov.in> व सूचना विभाग की वेबसाइट www.up.gov.in पर उपलब्ध है।

निविदा जमा करने व खोलने हेतु समय-सारणी निम्नवत् निर्धारित की गयी है :-

- | | | | |
|-----|--|---|---|
| 1- | निविदा आमंत्रित किये जाने की तिथि | - | प्रकाशन की तिथि/वेबसाइट पर आने की तिथि से |
| 2- | निविदा जमा करने की अन्तिम तिथि | - | दिनांक: 14-12-2016 अपरान्ह 13:00 बजे तक |
| 3- | तकनीकी बिड खोले जाने की तिथि | - | दिनांक: 14-12-2016 अपरान्ह 14:00 बजे |
| 4- | तकनीकी समिति की बैठक एवं उपकरण के प्रदर्शन की तिथि | - | तकनीकी समिति के अध्यक्ष के द्वारा निर्धारित की जायेगी। |
| 5- | अर्ह पायी गयी फर्मों की फाइनेन्सियल बिड खोले जाने एवं कय समिति की बैठक की तिथि | - | तकनीकी समिति की आख्या प्राप्त होने पर निर्धारित की जायेगी, तदनुसार फर्मों को सूचित किया जायेगा। |
| 6- | कय समिति की बैठक की तिथि - | - | उपरोक्तानुसार। |
| (9) | निविदा विषयक सर्वाधिकार कय समिति के अध्यक्ष में निहित होंगे। | | |

(भारती सिंह)
सेनानायक
41वीं वाहिनी पीएसी
गाजियाबाद।
अध्यक्ष कय समिति

TECHNICAL SPECIFICATIONS

POLYCARBONATE SHIELD

- a- Raw material Engineering grade Polycarbonate or any other technically proven superior material.
- b- Provides excellent protection against brick batting, stone pelting, molotov cocktails, chains, acids, iron, rod/cane attack.
- c- Light weight Scratch proof, durable and transparent.
- d- Improved consistency in thickness and enhanced strength.
- e- Thick ribs all along the edges for higher structural strength.
- f- Vision area of shield so shaped as to avoid scratches during handling.
- g- Cushioned/comfortable arm rest for comfort and longevity.
- h- High impact resistance.

TECHNICAL DATA

- a- Shape : Rectangular or any other proven better shape.
- Length : 910mm to 1000mm
- Weight : Less than 3.4 kg
- Breadth (Flat) : 580mm= 20 or any other proven better shape.
- Breadth Concave : 620mm= 10mm or any other proven better shape.
- Thickness : 3.0mm= 0.5mm
- b- Material : Transparent/Scratch proof.
- c- PC (polycarbonate) virgin grade and not recycled.
- d- Edges well secured and covered by durable band/elbows.
- e- Raw material : Engineering grade polycarbonate.
- f- Provide complete protection against brick batting, stone pelting iron road/cane attack, molotov cocktails, acids.
- g- Thick ribs all along the edges for higher structural strength.
- h- Cushioned arm rest to provide comfort in long use i.e. to have solid strap, handle and pad for better grip.
- i- High impact resistance.

Check List

1.	Have you attached proof of registration under UP Trade Tax or Central Trade Tax?	Yes / No	Page No. (कहाँ से कहाँ तक)
2	Have you attached undertaking for required one year warranty ?	Yes / No	
3	Have you attached Performance statement, copy of supply orders & necessary Certificates from current/previous clients?	Yes / No	
4.	Have you attached an affidavit on appropriate non judicial stamp paper that you : (a.) Have not been declared bankrupt by any Institution or Government?	Yes / No	
	(b.) Is not black listed by the Government or any other Organization for failure to any dues?	Yes / No	
	(c.) Have not been adjudged by any court as insolvent or was not under any law for an offence involving moral turpitude or any criminal activities etc.?	Yes / No	
5	Have you furnished your Permanent Income Tax and Trade Tax Account Number and latest Income Tax clearance certificate self attested photocopy.	Yes / No	
6	Have you mentioned rates of Excise duty & CST/UPTT if quoted exclusively?	Yes / No	
7.	Are you agree with delivery period of 15 days.	Yes / No	
8	Have you attached full technical details, printed leaflets with full & detailed specifications of each item, Make, Model of proposed equipment?	Yes / No	
9	Have you attached detailed specifications of accessories?	Yes / No	
10	Have you attached copy of purchased/ downloaded tender document duly signed on each page?	Yes / No	
11	Have you submitted all papers including enclosures in duplicate (duplicate should strictly be same as originals)?	Yes / No	
12	Have you marked page numbers from beginning to end of your tender proposals i.e. Technical & Financial proposals?	Yes / No	

13.	Have you made initials on each page of tender document, Technical Bid, Financial Bid & enclosures thereof?	Yes / No	
14	Has Earnest Money deposit been enclosed ? If not then supporting documents are submitted for exemption of Earnest Money.	Yes / No	
15	Has the cost of tender been enclosed with the document if downloaded from website?	Yes / No	
16	Has tenderer accepted the offer validity as required?	Yes / No	
17	Has tenderer submitted Balance sheet of Previous two years.	Yes/No	

Signature of Tenderer _____

Address _____

Performance statement for last three years

Name of Firm/ Organization to whom supply made:

- Contact Nos :
- Description of stores :
- Quantity of Order :
- Value :
- Original Delivery Period :
- Qty. supplied within original Delivery Period :
- Final Ext. Delivery Period :
- Last supply position :
- Reasons for delay in supplies (if any) :

Signature of Tenderer _____

Address _____

निविदा हेतु आवेदन-पत्र

सेवा में,

**अध्यक्ष कय समिति /
सेनानायक
41वी वाहिनी पीएसी
गाजियाबाद ।**

महोदय,

मैंने पीएसी हेतु 200 अदद पोली कार्बोनेट शील्ड की आपूर्ति किये जाने के सम्बन्ध में आपके स्तर से प्रकाशित निविदा सूचना दिनांकित -11-2016 का अध्ययन किया तथा पोली कार्बोनेट शील्ड लाइट की आपूर्ति हेतु निविदा प्रस्तुत कर रहा हूँ:-

क्र० सं०	उपकरण का नाम	कुल मात्रा	उत्पादक इकाई का नाम एवं उपकरण का मैक/माडल संख्या	उपकरण का मूल्य (कर रहित)	उपकरण पर अपेक्षित समस्त सभी करों की धनराशि	सभी उपकरण का शुद्ध मूल्य (समस्त करों सहित)
1	पीएसी हेतु 200 अदद पोली कार्बोनेट शील्ड	200				

- इस निविदा आवेदन पत्र के साथ संलग्न निविदा सूचना संख्या: व-65/2016 दिनांक पीएसी हेतु 200 अदद पोली कार्बोनेट शील्ड दिनांकित -11-2016 में कय हेतु प्रस्तावित उपकरण का विवरण तथा उपकरण से सम्बन्धित नियम एवं शर्तों का गहनतापूर्वक अध्ययन कर लिया गया है, तथा सभी शर्तें बिना किसी आपत्ति के स्वीकार हैं।
 - आपूर्ति हेतु प्रस्तावित उपकरणों के वित्तीय बिड में अंकित मूल्य बाजार भाव/दर अनुबन्ध पर आधारित है।
 - कय हेतु प्रस्तावित एवं निर्धारित स्पेसिफिकेशनयुक्त उपकरण की निविदा प्रस्तुत की जा रही है।
- दिनांक—

निविदादाता के हस्ताक्षर सील मुहर सहित
निविदा प्रस्तुत करने वाली फर्म का नाम
एवं व्यापार कर/आयकर/बिक्री कर
का पंजीकरण संख्या

निविदा हेतु आवेदन-पत्र

सेवा में,

अध्यक्ष क्रय समिति /
सेनानायक
41वीं वाहिनी पीएसी ,
गाजियाबाद ।

महोदय,

मैंने पीएसी हेतु 200 अदद पोली कार्बोनेट शील्ड की आपूर्ति किये जाने के सम्बन्ध में आपके स्तर से प्रकाशित निविदा सूचना दिनांकित -11-2016 का अध्ययन किया तथा पीएसी हेतु 200 अदद पोली कार्बोनेट शील्ड की आपूर्ति हेतु निविदा प्रस्तुत कर रहा हूँ:-

क्र०स०	उपकरण का नाम	कुल मात्रा	धरोहर धनराशि	तकनीकी विशिष्टियां
1	पीएसी हेतु 200 अदद पोली कार्बोनेट शील्ड	200	₹ 4,000-00	तकनीकी विशिष्टियाँ इस आवेदन पत्र के साथ संलग्न की जा सकती हैं।

- आपूर्ति हेतु प्रस्तावित उक्त उपकरण के लिए निविदा में अंकित धनराशि रुपये ,000-00 (रुपये हजार मात्र) धरोहर राशि के रूप में सेनानायक 41वीं वाहिनी पीएसी गाजियाबाद के पक्ष में देय डिमाण्ड ड्राफ्ट/बैंकर चेक/बैंक गारण्टी/एफडीआर (Fix Deposit Receipt) संख्या..... दिनांक.....संलग्न है।
- प्रकाशित निविदा सूचना में अपेक्षित मूल अभिलेख निविदा खुलने के उपरांत तकनीकी समिति के समक्ष प्रस्तुत करूँगा।
- इस निविदा आवेदन पत्र के साथ संलग्न निविदा सूचना संख्या: व-65/2016 (पोली कार्बोनेट शील्ड) दिनांकित .11.2016 में क्रय हेतु प्रस्तावित उपकरण का विवरण तथा उपकरण से संबंधित नियम एवं शर्तों का गहनतापूर्वक अध्ययन कर लिया गया है तथा सभी शर्तें बिना किसी आपत्ति के स्वीकार हैं।
- क्रय हेतु प्रस्तावित एवं निर्धारित स्पेसिफिकेशनयुक्त उपकरण की निविदा प्रस्तुत की जा रही है।

दिनांक:-

निविदादाता के हस्ताक्षर सील मुहर सहित
निविदा प्रस्तुत करने वाली फर्म का नाम
एवं व्यापार कर/आयकर/बिक्री कर
का पंजीकरण संख्या।

INSTRUCTIONS TO TENDERERS

GENERAL

The last date for submission of tender offers shall be **-11-2016** till **13:00** hrs, unless otherwise notified.

- **Work Description**

Supply of POLYCARBONATE SHIELD as per specification mentioned therein

- 2- **Eligibility and Qualification**

To be eligible tenderer shall provide satisfactory evidence of their eligibility, capability and adequacy of resources. For this, all offers submitted shall include the following information.

- The tenderer should be manufacturer OR Authorized DEALER of Manufacturer/ Company.
The tenderer should have authorization certificate from participating in the tender on behalf of Manufacturer/ Authorized DEALER or authorization of the respective Company.
- (2) The Tenderer should have got registration under UP Trade Tax or have got registration under Central sales tax at the time of submission of tenders. Proof towards this has to be submitted along with the bid.
- (3) The offered item POLYCARBONATE SHIELD will come with minimum **one year warranty**, An undertaking to this effect shall be appended.
- (4) The tenderers should also enclose a Performance statement for the last three years giving details of orders received and executed. Supply orders /certificates/ Performance certificates should also be enclosed from the respective deptt. (**Annexure-3**)
- (5) An affidavit that, tenderer:- (by public notary on stamp paper)
 - (i) Has not been declared bankrupt by any institution or Government.
 - (ii) Is not blacklisted by the Government or any other organization for failure to any dues.
 - (iii) Has not been adjudged by any court as insolvent or was/were not under any law for an offence involving moral turpitude or any criminal activities etc.
- (6) Permanent Income Tax and Trade Tax account number. Latest Income Tax clearance certificate self attested photocopy.
- (7) Early deliveries are required. It shall be executed within 15 Days from the date of issuing order.
- (8) Firms are required to submit full technical details, printed leaflets, full specifications of item given in (**Annexure-1**).
- (9) All the accessories should conform to the relevant Indian standards that his equipment conform to. The tenderer should specify the full specification etc. that they are offering which in no case should be inferior than the specifications attached as **Annexure 1**. Any deviation on this may be specified clearly.
- (10) In case of a J.V./Consortium it is obligatory that all constituents of the bidder shall provide their M.O.U. and their consent in writing to establish the legality, credibility of their association.

In the case of a partnership firm or consortiums, names of all partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it shall be

signed on his behalf by a person holding a power of attorney, authorizing him to do so along with duly attested copy of the partnership deed should be furnished along with the offer.

In the case of a limited Company/Joint venture, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy Memorandum and Articles of Association of the company should be furnished

- (11) All entries by the tenderers should be in one ink. Cancellations and insertions should be avoided but if done each one should be signed by the tenderer.
- (12) All firms are required to deposit Earnest Money. The Earnest money shall be in the form of bank draft/bankers cheque/Bank Guarantee of a scheduled/Nationalized bank/FDR in favour of the COMMANDANT, 41BN PAC GHAZIABAD.

Tenderers who claim for exemption from Earnest Money deposit are required to submit required certificate/document issued by competent authority.

- (13) **The sample of POLYCARBONATE SHIELD is required to submit alongwith the tender bid.**
- (14) Balance Sheet of previous two years is Required to submit alongwith the tender bid.

3 Contents of tender Document

- (1) The offer document issued for the purpose of offer shall include all the documents listed in clause 2 in a chronological order together with any addendum there to be issued in accordance with clause 4. Each page of Tender Document, Technical Bid, Financial Bid should contain page number from beginning to end & initial of tenderer.
- (2) All papers must be submitted in duplicate including enclosures.
- (3) The tenderer must enclose copy of Tender document purchased from COMMANDANT, 41BN PAC GHAZIABAD.or downloaded from Information Deptt. of Uttar Pradesh website- www.up.gov.in and UP Police website- <http://uppolice.gov.in/> duly signed on each page, failing which their offer is liable to be rejected.
- (4) Duly filled/ signed check list must be enclosed with the offer as per **Annexure-2** failing which tender may be rejected.

4 Amendments to Tender Document

- (1) At any time prior to the deadline for the submission of the offer, the COMMANDANT, 41BN PAC GHAZIABAD. may for any reason whether at its own initiative or in response to a clarification requested by an eligible tenderer, modify the offer document by issuance of an addendum .
- (2) For any change in terms and conditions of tender/ tender specification, the tenderers are requested to visit websites <http://uppolice.gov.in/> & www.up.gov.in regularly. Any changes/modifications in tender enquiry will be intimated through the above mentioned websites.

5 PREPARATION OF OFFER

(1) Language of Offer

The language of offer shall be in Hindi/ English.

(2) Documents Comprising The Offer

The offer to be submitted by the tenderer shall comprise of the following:

- a) Form of offer and appendices there to
- b) The earnest money.
- c) The document about eligibility and qualification as required.
- d) Any other material required to be completed and submitted in accordance with the instructions to tenderers embodied the offer document. The forms, and the data provided in this document shall only be used without exception.
- e) The structure of the offer will be strictly in accordance with the evaluation criteria prescribed for technical evaluation.

6. Validity of the offer shall be **60** days from the date of opening of tender.

7. Place of delivery

Place of delivery shall be FOR destination. It shall be the supplier's responsibility to deliver at COMMANDANT, 41BN PAC GHAZIABAD. at his own cost in full and good condition.

8. Earnest Money

- (1)** All firms are required to deposit Earnest Money. The Earnest money shall be in the form of bank draft/bankers cheque /call deposit receipt of a scheduled/Nationalized bank in favour of the COMMANDANT, 41BN PAC GHAZIABAD.

Tenderer will submit certificate/document issued by competent authority with technical bid, if claims exemption for depositing Earnest Money.

- (2)** Any offer not accompanied by the Earnest Money Deposit will be rejected. No correspondence shall be entertained.
- (3)** In the event of the offer being accepted subject to provisions of the bid the said amount will not be appropriated towards the amount of Performance Security payable by him.
- (4)** The Earnest Money shall not carry any interest in any circumstances.
- (5)** If after submitting the offer, the tenderer withdraws his offer or modifies the same, the COMMANDANT, 41BN PAC GHAZIABAD shall be entitled to forfeit the full amount of Earnest Money Deposited as part of the offer.
- (6)** The earnest money of unsuccessful tenderers shall be returned within **30 days** of finalization of tender.
- (7)** The earnest money of successful tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the firm.
- (8)** If the successful tenderers fail to furnish the performance security deposit as required in the contract within the stipulated period, the earnest money shall be liable to be forfeited by the purchaser.

9. **PRICE**

- (1) Price will be quoted in figures as well as in words in Indian currency only. L-1 firm would be decided by adding the cost of all the equipments, guarantee/warranty including all other livable taxes and duties. Format for the price bid is enclosed as **Annexure 4**
- (2) If the rates quoted are INCLUSIVE OF CUSTOM, EXCISE DUTY AND CENTRAL SALES TAX/ VAT TAX, the rates of Custom duty, Excise Duty and CST/ VAT Tax must be specified by the tenderers and failing which their offer shall be ignored
- (3) If there is any discrepancy between the offer quoted in figures and in words, the lower of the two will be treated as the offer.

10. **SUBMISSION OF OFFER**

(1) **The Offer Submission**

Sealed, independent Technical and Financial offers shall be submitted in two sealed envelopes marked envelope No 1 (for technical bid) and envelope No 2 (for financial bids) and shall be again put together in one common cover and sealed. Each sealed cover shall be marked on the left-hand top corner 'Offer for the supply of **POLYCARBONATE SHIELD** The full name and address of the tenderers and the name of authorized agent delivering the sealed cover containing the offer shall be written on the bottom left hand corner.

- **Contents of envelope no. 1:**

The envelope no. 1 shall contain following documents:-

- a) Tender Fee, Earnest Money and Technical proposal in form prescribed.
- b) Documents mentioned in tender clause 2 and all qualifying documents mentioned in tender terms and conditions.

(3) **Contents of envelope no. 2:**

The second envelope clearly marked envelope No 2 shall contain the financial offer fully, Offer shall be submitted in sealed envelop marked " Financial Bid for supply of **POLYCARBONATE SHIELD EQUIPMENTS**"

- (4) The tenderer shall place his financial offer in envelope No. 2. He shall not quote his financial offer anywhere directly or indirectly in envelope no. 1. Tender offer in duplicate. The tenderer shall submit the bid in duplicate with the financial bid and technical bid in separate sealed envelopes clearly marked " Financial bid duplicate" and "Technical bid duplicate" and both placed in one sealed envelope clearly indicate the name of the tendering firm and marked duplicate. Photocopy of earnest money will be placed with duplicate technical bid.

(5) **Place of Submission**

The offers shall be received in the tender box kept in the office of COMMANDANT, 41BN PAC GHAZIABAD.

- (6) If submitted by post, the sealed envelope marked above shall be enclosed in another envelope properly addressed and shall be sent by registered post acknowledgement due or by speed post subject to receipt in the office of COMMANDANT, 41BN PAC GHAZIABAD. by the specified date and time. The date and time of receipt of the offer shall strictly apply in all cases. Any delay will be the responsibility of Tenderer.

11. Date and Time of Submission of Offer

The offer shall be received by the COMMANDANT, 41BN PAC GHAZIABAD. at the address mentioned above not later than up to **-1 -2016 till 13:00 hrs.** The COMMANDANT, 41BN PAC GHAZIABAD. may at his discretion extend the dead line for submission of offer by issuing an addendum in accordance with Clause 4 in which case all rights and obligations of the COMMANDANT, 41BN PAC GHAZIABAD. and tenderers previously subjected to the original dead line shall therefore be subjected to new dead line.

12. Late Bids

Offers received after the dead line of submission will not be opened and shall be returned unopened to the tenderer.

13. Modification and Withdrawal of Offer

If after submission of the offer, the tenderer withdraws his offer or unilaterally modifies the same, without prejudice to any other rights and power of the COMMANDANT, 41BN PAC GHAZIABAD. hereunder or in law, the COMMANDANT, 41BN PAC GHAZIABAD. shall be entitled to forfeit the full amount of the Earnest Money deposited by the tenderer.

14. OFFER OPENING AND EVALUATION

(1) Offer Opening

All offers received in the tender box will be opened by a Technical committee in the presence of the tenderers/their authorized representatives. The following procedure will be adopted.:-

- (i) First of all the information about number of tenderers will be announced for information of all those present.
- (ii) The outer envelope containing envelope no 1 and 2 of all the offers received will be opened first. Envelope 1 and 2 of all the offers will be arranged alphabetically as far as possible and will be marked with serial number accordingly.
- (iii) Envelope no 1 of each tenderer will be then opened serially. Documents in the envelope no 1 will be verified by the opening authority to check the validity as per requirement. At the first stage only Earnest money, technical proposal will be summarily checked. If any requisite is wanting a note to that effect will be recorded by the committee. The date of opening of envelope 2 will be notified in due course to the eligible tenderers.
- (iv) All the envelope(s) no 2 of the tenderers whose envelope no 1 does not contain the specified document or any of the specified document is missing, will be separated out. A note on the envelope no 1 of such offers indicating the nature of deficiency will be recorded. The envelope no 2 of such tenderers shall not be opened and a note to the effect will be recorded on the concerned envelope No.2.
- (v) After scrutiny of technical bids and demonstration of items, the financial bid of technically qualified firms will be opened and ranking statement will be prepared and the finalization of tender will be done on L-1 (the least price) basis.
- (vi) If tenderer fails to supply the equipment within the specified period, the Tender Accepting Authority may resort to cancellation of the said order.

- 15.** The supplier shall have to bear all the expenses and other accessories required for the testing and trials to be conducted by the Indenting Officer.

16. Clarification of Offer

To assist in examination and evaluation of offers, the COMMANDANT, 41BN PAC GHAZIABAD. or his representative may ask tenderers individually for clarification of their offer including break up costs, reasons in case of very high/very low offer etc. The response thereof shall be in writing.

17. Offer Liable For Rejection

The offer is likely to be rejected, if on opening, it is found that:

- a) The tenderer has not included required warranty.
- b) The tenderer has not strictly followed the procedure laid down for submission of offer.
- c) The tenderer has proposed conditions or qualifications which are inconsistent and contrary to the terms and conditions specified.
- d) Additions, corrections or alteration are made by the tenderer/s on any page of the document.
- e) Any page or pasted slips are missing.
- f) The tenderer has specified any additional condition
- g) The bidder is expected to examine carefully all instructions; conditions and terms. Bids failing to comply with the requirements will be summarily rejected.

18. Tender Accepting Authority's Right To Reject

The Tender Accepting Authority reserves the right to accept or reject any offer and to nullify or suspend the offer process and reject all the offers at any time prior to award of contract without any assurance for costs or consequences on the part of the tenderers.

19. Notification of Award

Prior to the expiration of offer validity period or any such extended validity period, the Tender Accepting Authority will notify the successful tenderer in writing and also by a registered letter that his offer has been accepted. This letter (herein after and in conditions of contract called letter of acceptance/supply order) shall specify the details of accepted offer for removal of any doubts.

20. Delivery Period

- Early deliveries are required. It shall be executed within 15 Days from the date of issuing order. Tenderers are required to quote their delivery schedule.
- Penalty @ 0.5% per week or part thereof of the contract value shall be levied for delay in supply subject to maximum of 10% in the form of LD.
- In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per para 15.7 of DGS&D Manual and para 14.7(i) of Ministry of Commerce, department of supply of the general conditions of the contract.
- Firm should not deliver stores to consignee(s) beyond scheduled delivery period without obtaining prior sanction of purchaser.
- In case, firm deliver stores after scheduled delivery period, even if the stores are accepted by the consignee, it would be at the risk and cost of the seller as the supply may not be taken as contractually accepted.
- COMMANDANT, 41BN PAC GHAZIABAD. may extend delivery period with or without liquidated damage in exceptional circumstances.

21. SUPPLY/INSTALLATION OF ORDERED STORES

- The bulk supplies in the case of successful tenderers should conform to tender samples accepted in trial evaluation in all respects besides specification mentioned .
- The tenderers will be fully responsible for proper installations, testing and making the equipment functional before acceptance of stores and final settlement of account.

- (3) The equipment should be brand new, lot/make/model no/batch number/year of manufacturing/ name of manufacturer & other detail should be given.
- (4) Original literature supplied with the item/equipment should also be provided.

22. Guarantee/Warranty

That supplier shall provide warranty for required period that the stores supplied would continue to be of the same quality and particulars for a period of required from the date of supply of the store to consignee. If during the aforesaid period of required, the said stores be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, the decision of the tender accepting authority in that behalf shall be final and binding on the supplier and the COMMANDANT, 41BN PAC GHAZIABAD. shall be entitled to call upon the supplier to rectify and/or replace the stores or such portion thereof as it finds to be defective within a reasonable period, or such specified period as may be allowed by the tender accepting authority in his discretion of application made thereof by the supplier and in such an event, the above period shall apply to the stores rectified and/ or replaced from the date of rectification ;and/or replacement mentioned in warranty thereof. Otherwise the supplier shall pay to the COMMANDANT, 41BN PAC GHAZIABAD. such compensations may arise by reasons of the warranty therein contained.

23. Performance Security Deposit

A Performance Security deposit equivalent to 10 percent of the total value of the estimated cost have to be furnished by the successful supplier in the form of Bank Guarantee/ fixed deposits from a scheduled Nationalised Bank acceptable to COMMANDANT, 41BN PAC GHAZIABAD.within 4 days of issue of Purchase Order for due performance of the aforesaid agreement. The Performance Security Deposit will not carry any interest whatsoever in any circumstances.

24. Claims under performance security:

The P.A.C. shall make the claims under performance security after notifying to the supplier stating the nature of the default in which respect the claim is made.

- (i) In the event of any default on the part of the supplier to comply with any of the terms of this supply, the "COMMANDANT, 41BN PAC GHAZIABAD. is entitled to issue a termination notice to the supplier. The supplier is required to comply with the actions/penalties imposed upon the supplier, including termination of supply order within 7 days from the date of receipt of written notice. The "COMMANDANT, 41BN PAC GHAZIABAD." shall have the right to forfeit the entire or part of the amount of Performance Security Deposit & Earnest Money Deposit, lodged by the supplier/s and to appropriate the Performance Security Deposit or any part thereof in or towards the satisfaction of any claim of the "COMMANDANT, 41BN PAC GHAZIABAD. " for any damage, losses, costs, charges or expenses or otherwise. The decision of "COMMANDANT,

41BN PAC GHAZIABAD." in respect of such damages, losses, costs, charges or expenses or otherwise howsoever shall be final and binding on the supplier's.

- (ii) In the event of Performance Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum due to the supplier or which at anytime thereafter may become due to supplier with the "COMMANDANT, 41BN PAC GHAZIABAD." Should that sum also be not sufficient to cover the full amount recoverable, the supplier shall forthwith pay to the the "COMMANDANT, 41BN PAC GHAZIABAD" on demand the remaining balance due or the same can be recovered as arrears of Taxes under the provision of the Act.
- (iii) Upon the compliance by the supplier with all obligations and requirements, the Earnest Money Deposit or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the supplier at the successful completion of the supply & to the satisfaction of the user.

25. Disputes, if any, between the two parties shall be settled by Arbitration. The Arbitrator shall be appointed by COMMANDANT, 41BN PAC GHAZIABAD. and Arbitration proceedings shall be held at Moradabad UP. The decision of the Arbitrator shall be binding on both the parties.

26. Any legal issue arising out of or in respect of the Contract shall be settled by Legal Court at Moradabad only.

27. **Contract Agreement**

The supplier shall execute an agreement on a non-judicial stamp paper of Rs 100/-. The Agreement annexed to said Conditions, will be prepared and completed at the cost of the supplier with such modifications as may be necessary.

28. **Compliance With Statutes or Regulations**

The supplier shall conform and implement all Central or State Statutes, Rules, Regulations and other judicial orders issued from time to time in all respect.

29. **Recovery of Dues**

The COMMANDANT, 41BN PAC GHAZIABAD. or his representative shall, without prejudice to its any other rights and remedies, be entitled to recover from the supplier all amounts due to or recoverable by COMMANDANT, 41BN PAC GHAZIABAD. from him/ them, there under as arrears of taxation as per the U.P. Police Acts, Statutes, Clauses governing the recovery of taxes.

30. All the specifications mentioned in the Annexure-1 in this tender are the minimum required and tenderers are advised to quote only for the same or better specifications, otherwise their bid will be technically disqualified. Performance in the real type situations shall be the basis to judge the specifications. The technical committee appointed by the DG PAC will judge the performance.

31. PAYMENT TERMS

100% Payment will be released on receipt of stores in good condition and survey at consignee(s) locations.

32. Transfer and sub-letting

The tenderer has no right to give bargain, sell, assign or sub-let or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

33. Definitions

- The term “Government” shall mean the Govt. of Uttar Pradesh and Govt of India.
- The term “COMMANDANT, 41BN PAC GHAZIABAD.” shall mean and include his successors and assigns.
- The term “Specified Bank” shall mean any scheduled Bank in India.
- The term “U.P.Police” means Uttar Pradesh Police constituted under the Police Act.
- “Tender Accepting Authority” shall mean the COMMANDANT, 41BN PAC GHAZIABAD.of Uttar Pradesh.
- “Tender accepting Authority” shall mean the. COMMANDANT, 41BN PAC GHAZIABAD. UP.

(2) Interpretation

Words imparting persons or parties shall include firms, joint ventures and organization having legal capacity.

(3) Singular and Plural

Words imparting the singular only also include the plural and vice versa where the context requires.

(4) Notices, Consents, Approvals, Certificates and Determinations

Where ever in the contract any provision is made for the giving or issue of any notice, consent or approval or certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words ‘notify’, ‘certify’, or ‘determine’ shall be constructed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

DECLARATION

I Name of authorized representative-----son of-----of M/S
(Name of firm)-----have read all the rules of tender (I to 33) given
above. these are acceptable to our firm. earnest money in the money in the form of bank
draft/bankers cheque/call deposit receipt of a scheduled/nationalized bank of rs.-----
(in words)-----in favors of commandant 41b.n.
p.a.c. ghaziabad u.p. is enclosed herewith.

PALCE-----

DATE-----

(signature)