Sealed quotations affixing court fee stamp of Rs 8.25 (Rupees Eight and paisa Twenty five) only (non-refundable) are hereby invited by the undersigned from the reputed manufacturers, accredited agents of manufacturers, Authorized Dealers, Govt. registered firms and intending contractors for supply of the following items.

2. Channel Knob for Motorola GP 328/338 Radio set - 1500 Nos.
3. Power Cable (Battery Cable) Radio set - 280 Nos.

Tenders will be received upto 1500 hr on 29/12/2018 in the office of the undersigned. The tender will be opened on the same date at 1515 hr. If the office remains closed, the tender will be opened on the next working day at the same time and venue.

Details of item with general terms and conditions and technical specifications may be obtained from the office of the undersigned on any working day during office hours upto 1500 hr on 28/12/2018. Tenders may also download the NIT from the Assam Police website https://police.assam.gov.in.
OFFICE OF THE ADDL. DIRECTOR GENERAL OF POLICE (COMMN), ASSAM
ULUBARI : GUWAHATI-781007

TENDER DOCUMENT
No. RE/114-A(EQ)/2018-19/04
Dated 21/12/2018

General Terms & Conditions

Sealed quotations affixing court fee stamp of Rs 8.25 (Rupees Eight and paisa Twenty five) only (non-refundable) are hereby invited by the undersigned from the reputed manufacturers, accredited agents of manufacturers, Authorized Dealers, Govt. registered firms and intending contractors for supply of the following items.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Item</th>
<th>Specification</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Power Cable (Battery Cable) Radio set</td>
<td>Compatible for Motorola GM 300/338 Radio Set, 13.5 Volt, 10 Amp</td>
<td>280 Nos.</td>
</tr>
</tbody>
</table>

1. The tender will be received up to 1500 hrs. on 29/12/2018. No tender received thereafter will be accepted and the undersigned shall not be responsible for any delay in submission of tender. All tenders received after the due date & time shall not be considered and will be kept un-opened and will be returned on request. Intending tenderers shall submit tenders in the Reception Counter Assam Police Radio Organisation Headquarter, Ulubari, Guwahati-7, Assam. The tender Box will be opened on the same day or on subsequent working day if it falls on Govt. holiday at 1515 hrs. in presence of tenderers or their authorized representative present at that time. Tenders can also be submitted by post but the Deptt. shall not be liable for any postal delays. No Tender will be accepted after the due date and time.

2. Intending tenderers may collect tender paper / documents on any working day during office hours up to 1500 hrs on 28/12/2018. They may also download the NIT from the Assam Police Website https://police.assam.gov.in.

Tenderers shall submit BIDS in **Single Bid** system duly sealed envelope superscripted in red ink with **“Tender for Supply of Volume Knob, Channel Knob and Power cable for Radio Sets of APRO”**.

4. All tenderers must submit their tenders along with the following documents complete in all respect and duly signed by the bidder.

   I) GST Registration Certificate.
   II) Permanent Account Number.
   III) Last year Income Tax Return.
   IV) Bank account number, IFSC code with bank name and address
   V) (a) **Earnest Money Rs.10,000.00** in the form of NSC / KVP / FDR of Bank / Bank Guarantee with validity for at least 12 (twelve) months in the name of the Proprietor / Partner or shareholder of the firm concerned duly pledged in favour of the Supdt. of Police (Commn), Assam.
   (b) Earnest Money of the unsuccessful bidder will be released after finalization of Tender.
   (c) Earnest Money will be returned to the selected bidder after signing the Agreement and submission of Performance Security @ 5% of the contracted value for the duration of contract.
   (d) Any bidder which has claimed exemption of Earnest Money Deposits shall furnish a certified copy of an order from the concerned Regulatory Authority/Govt. of Assam awarding exemption of EMD indicating therein clearly that they are exempted.

VI) An **Affidavit** stating that neither the vendor, principal supplier of equipment (hardware and accessories) or any associated / affiliated company is blacklisted by any Public Sector Undertaking / Agency of the Govt. of India, Govt. of India and / or State Govt. during the last 3 (three) years.

5. Failure to enclose any one of these above documents or furnishing of invalid documents may result in rejection of the Bids from further evaluation.
6. Tenderers should furnish detailed Technical Specifications of the product along with MAKE, MODEL, MANUFACTURERS CATALOGUE / LEAFLET as well as sub-assemblies, if any.
7. The specifications laid down in the NIT are the minimum configuration of the systems / items. Systems / items of better / higher configuration or better technology may be quoted for consideration.
8. Tenderers quoting Rates as Authorised Dealer / Authorised Distributor / Authorized Agent etc. must submit authority letter for the item(s) quoted from their manufacturers.
9. Tender should be clearly typed or written and the rates (net) should be written both in figure and words. There should not be any over writing, erasure in the rates. In case of over writing or erasure or any such alteration, the item shall be rejected outright.
10. Failure to fulfill the terms and conditions of the tender notice may lead to rejection of the bid without any reference to the tenderer and no correspondence will be entertained in this regard.
11. (a) The tenderers must quote for all the items and financial evaluation will done on the total price of all tendered items.
   (b) The rates once quoted will be final and no request for change/ alteration there to will be entertained thereafter. The rates should be quoted F.O.R. destination Addl. Director General of Police (Commn), Assam, APRO Headquarter, Ulubari, Guwahati-7, and should be inclusive of packing, transportation, all accessories and other ancillary expenses, GST, Customs Duty if any, should be shown separately. Otherwise the quoted price will be treated as inclusive of all taxes. The firms who need not pay taxes / duties against any of the items should submit valid document in support of their exemption from payment of such taxes / duties. If the name of item is not in the exemption certificate, the tax will be deducted from the quoted price.
12. Rates quoted should be valid for 6 (six) months with a provision for further extension if finally approved.
13. Once the rates offered in the quotation are accepted, no enhancement will be entertained at any circumstances and tenderers will be liable to supply the items at the rate accepted by the Assam Police. Failure to supply the items at the accepted rates will entail the offer being cancelled and the security Money will be forfeited to the Govt. of Assam.
14. For imported items rate should be indicated separately i.e. rates with Custom Duty and rates without Custom Duty.
15. All pages of the tender document together with terms and conditions and the documents enclosed with the tender shall be signed by the authorized signatory. Acceptance signing of the Notice Inviting Tender and the detailed terms and conditions in the format of certificate enclosed shall be deemed as the final acceptance of these terms and conditions.
16. Tenders accompanied by all required documents be submitted under sealed cover and distinctly and conspicuously marked as “Tender for Supply of ........................................................” mentioning the items quoted in the tender. On the top of the envelope the Name, Address with Tel. No. (if any) of the Tenderer should also be written legibly.
17. (a) The approved suppliers will have to execute the orders of supply within the time frame specified in the supply order.
   (b) The indented stores will have to be supplied at the location that may be indicated in the supply order at no extra cost to the indenter. The Indented stores shall be received by the committee authorized for the purpose, who will satisfy themselves as to the quantity, quality and specifications of the stores supplied as per the approved sample / MODEL.
18. Inspection: The inspection parameters shall cover the following:
The department (purchaser) may at its discretion carry out final inspection for functional efficiency. All arrangements for arranging the test shall be provided by the supplier within the scope of technical parameters of tender.
19. The Earnest Money of the unsuccessful tenderers will be released to them after finalization of the tenders.
20. The Addl. Director General of Police(Communication), Assam does not bind himself to accept the lowest rate and may reject any or all the tenders without assigning any reason thereof.
21. The Addl. Director General of Police (Communication), Assam reserves the right not to place any order even after execution / acceptance of the formal contract agreement and for which no claim or compensation whatsoever will be entertained.
22. The Addl. Director General of Police (Communication), Assam may rescind forthwith the contract in writing if:
   (a) A contractor assigns or sublets any contract in respect of any other contract entered into with the Government.
   (b) Tenderer or his agent or servants are found guilty of fraud of this contract or any other contract.
   (c) Declines, neglect or delays to comply with demand / requisition or in any other way fails to perform or observe any condition of or all conditions of the Contract Agreement.
   (d) The Tenderer having been Blacklisted or debarred by any Govt. / Semi-Govt. organisation on previous occasions for indulging in illegal, unethical, corrupt etc. practices.

23. In case of such rescission, the Security Deposit, in full, shall stand forfeited and absolutely be at the disposal of Government without prejudice to any other remedy or action and that the Government shall be entitled to recover from the successful Tenderer any extra expenses Government may deem necessary in obtaining the supplies.
   (a) In the event of the successful tenderer failing to perform his / her part of any or all the contract agreement to the satisfaction of the Department or is liable of disregarding terms and conditions of the Tender Notice and / or the contract agreement, the successful tenderer shall be liable to any of or all of the following action at the discretion of the Addl. Director General of Police (Communication), Assam.
   (b) Forfeiture of security deposit in whole or part.
   (c) Making good the loss caused to the Government through the liability, neglect and delay in complying with the demand.
   (d) Cancellation of the contract without any prior notice to the contractor.

24. If the successful tenderer willfully neglects, fails to perform or observe any or all conditions of the contract agreement or attempts to cheat or indulge in foul practices, the Addl. Director General of Police(Communication), Assam may impose a ban upon such tenderer (s) for future business within the Department.

25. In case any manufacturing defect in the article supplied is detected or any damages to the equipment during transit / handling before final acceptance by the department, the Addl. Director General of Police (Communication), Assam will be at the liberty to return the stores at the expense of the suppliers who in turn will replace the stores without any financial liability to the department. Else the security deposit will be forfeited to the Govt.

26. The suppliers must conform to the Qualitative Requirement of the Product as prescribed by the Addl. Director General of Police(Communication), Assam. In case the supplies do not strictly conform to the QRs prescribed and supplies are not made within the stipulated time, the same will not be accepted and security deposit will be forfeited to the Govt.

27. Payment Schedule:
   (i) No advance payment will be made in any circumstances.
   (ii) 100% payment will be made after delivery / satisfactory final testing & acceptance by the Receiving Committee.
   (iii) The prevailing rate of GST will be deducted at source from all bills of the contractor as per Govt. Tax Rules.
   (iv) The prevailing rate of Income Tax will be deducted at source from all bills of the contractor as per provision of the Income Tax Rule under Section 194C. Tax Deduction Certificate (TDS) in proper format will be issued.

28. Quantities mentioned above are only illustrative and may be increased / reduced on finalization of order depending on the availability of fund / actual requirements.

29. Risk of transportation will be borne by the tenderer themselves.

30. The bill may be submitted to this headquarter and payment thereof will be made only after:
   (i) Satisfactory receipt by the Receiving Committee to be constituted for the purpose.
   (ii) Satisfactory certification on the supply by concerning authorised person for the purpose.

31. Liquidated Damages: In the event of the Vendor's failure to submit the Guarantees and Documents and supply the materials as per schedule specified in this NIT, APRO may at its discretion withhold any payment until the completion of the contract. APRO may also deduct from the Vendor as agreed, liquidated damages to the sum of 0.5% of the contract price of the material, if they failed to deliver as per timeline (as detailed in this NIT) for every week of delay or part of a week, subject to the maximum value.
of the Liquidated Damages being not more than 10% of the value. This right to claim any liquidated 
damages shall be without prejudice to other rights and remedies available to APRO under the contract and 
law.

32. **Force Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part by either 
party of any obligation under this contract shall be prevented or delayed or becomes impossible or 
unlawful by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, 
explusions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 
“events”) provided, notice of the happening of any such event is given by either party to the other within 
21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to 
terminate this contract nor shall either party have any claim for damages against the other in respect of 
such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon 
as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to 
whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER 
that if the performance in whole or part or any obligation under this contract is prevented or delayed by 
reason of any such event for a period exceeding 60 days, either party may at its option terminate the 
contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to 
take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, 
undamaged and acceptable materials, bought out components and stores in course of manufacture in the 
possession of the contractor at the time of such termination or such portion thereof as the purchaser may 
deem fit excepting such materials, bought out components and stores as the contractor may with the 
concurrence of the purchaser elect to retain.

33. All the legal proceedings arising out of any dispute between the parties shall be settled within the 
territorial jurisdiction of the Courts in Assam.

Sd/-
Supdt. of Police (Commn) Assam, 
Ulubari, Guwahati
CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS
(To be furnished along with the tender documents)

I / We have read and fully understood the terms and conditions as laid down in the NIT vide No. RE/114-A(EQ)/2018-19/04 Dated Guwahati, the 21/12/2018 in respect of supply of “Tender for Supply of Volume Knob, Channel Knob and Power cable for Radio Sets of APRO” for APRO, Ulubari, Guwahati due to be opened on 29/12/2018.
I / We agree to abide by the same.
I / We have signed all the pages of the tender documents as laid down.

Signature and seal of the Vendor or his Authorised signatory

Dated ....................

Name .................................

Address ..............................

........................................

Phone No. .............................

Fax No. .................................

E-mail .................................