



અમદાવાદ શહેર પોલીસ

**OFFICE OF THE COMMISSIONER OF POLICE, AHMEDABAD CITY**

**AHMEDABAD-380004**

PHONE NO : (079) 25620021

FAX NO : (079) 25630700

E-mail : 1. [cor-city-ahd@gujarat.gov.in](mailto:cor-city-ahd@gujarat.gov.in)

2. [hclerk-d4br-ahd@gujarat.gov.in](mailto:hclerk-d4br-ahd@gujarat.gov.in)

**E-TENDER NOTICE NO. 06/2017-18**

- **Uploading date for Tender:-**  
Date: - 30/05/2017 at 12-00 hours
- **Date of Downloading for Tender:-**  
Date: - 30/05/2017 at 12-00 hours
- **Due date (Deadline)/Last Date for Tender submission:-**  
Date: - 20/06/2017 at 18-00 hours
- **Date, time and place for opening of EMD, Technical and commercial bid**
- **Technical Bid opening date:-**21/06/2017 at 12-00 hours
- **Commercial Bid opening date:-**22/06/2017 at 12-00 O/o the Joint Commissioner of Police (Admn.) Commissioner of Police, Ahmedabad City, Shahibaug, Ahmedabad – 380004, Gujarat State
- **Tender Document form fee And E.M.D:-**  
The Complete Tender document is available on the websites namely, <http://www.nprocure.com>, <http://www.cpahmedabad.gujarat.gov.in>, <https://cpahmedabad.nprocure.com>. Interested Tenderer can download the tender document from the websites for the purpose of submission of this Tender. However the Tenderer is required to pay rupees for tender fee as under, ( Non-Refundable), and EMD for all items, through Demand Draft only, drawn on a scheduled bank at Ahmedabad, Gujarat, in favor of **O.S. to Commissioner of Police, Ahmedabad City, Ahmedabad**, in a separate envelope along with the Tender.

Sr. No	Name of Work	EMD (Rs.)	Tender Form Fee (Non Refundable) Rs.
1.	Videography for all type of Law and Order, Crime/Investigation.VIP/VVIP Sabha/Saraghas (procession), Election Bandobast, festival Bandobast, and Government work in all the Police Station and branches of the Ahmadabad City police (original cassette/ CD must be submitted to the police station and branches)	225000	5000

- **Name of the Purchaser:**  
Commissioner of Police, Ahmedabad City, Ahmedabad

- **Address:**  
Commissioner of Police, Ahmedabad City, Shahibaug, Ahmedabad- 380004, Gujarat (India)  
Fax: 079-25630600  
Email: [cor-city-ahd@gujarat.gov.in](mailto:cor-city-ahd@gujarat.gov.in); [hclerk-d4br-ahd@gujarat.gov.in](mailto:hclerk-d4br-ahd@gujarat.gov.in)
- **Tender validity period shall be:**  
6 months from the Date of opening of Tender
- **The address for submission of Tender is:**  
MPF,D-4, BRANCH, OFFICE OF THE COMMISSIONER OF  
POLICE , SHAHIBAUG, AHMEDABAD-380004, GUJARAT, INDIA  
Phone No:- 079-25620021, FAX NO. : 079-25630700

**CHECK LIST FOR TENDERER TO BE SUBMITTED ALONGWITH  
FOLLOWING DOCUMENTS ARE ATTACHED WITH THE TENDER**

(1)	Please give the page No. to entire set of tender and documents enclosed with the confirm whether paging is done or not?	Yes/No	Page ____
(2)	Please confirm following : Whether EMD in form of Draft/ is placed in separate cover ?	Yes/No	
(3)	(a) In case of supplier whether authority letter and copy of SSI/NSIC/DGSandD/ Regn. of manufacturing unit to whom it represents is attached ? (b) In case of manufacturing unit whether copy of SSI Regn/M/IML is attached/	Yes/No	Page ____
(4)	Whether attested copy of NSIC/DGSandD Regn. is attached ?	Yes/No	Page ____
(5)	Whether copy of sales-tax/VAT regn. is attached ?	Yes/No	Page ____
(6)	Whether copy of Service Tax regn. is attached ?		
(7)	Whether attested copy of latest Sales-tax/VAT/ clearance certificate is attached ?	Yes/No	Page ____
(8)	Whether attested copy of latest Service Tax clearance certificate is attached ?		
(9)	List of minimum 20 videographer along with PF/ESIC No., and Sr. No. of Video Camera is attached	Yes/No	Page ____
(10)	Whether last two years turnover figures is attached ? (Audit report/CA's Certificate is to be attached.)	Yes/No	Page ____
(11)	Copies of work order of videography of Government agency/other institution has been done by the tenderer/ Service provider is attached.	Yes/No	Page ____

**N.B.** All Xerox documents must be attested by Govt. Gazetted Officer any other authorizing persons.

**DECLARATION**

We solemnly declare that we have attached all the documents mentioned here above and mentioned in the Tender. We also understand that non-compliance of any documents will be treated as non-respective Tender and we will loose our claim to participate in the Tender Enquiry automatically and our tender will be liable to reject.

Signature of Authorized person \_\_\_\_\_

Name of authorized person \_\_\_\_\_

Seal of the Company \_\_\_\_\_

## INVITATION OF BIDS

**Commissioner of Police Ahmedabad City invites sealed bids under the two cover bidding procedure from experienced manufactures and suppliers for the supply of below mentioned items.**

The tenderer should be submitted tender for each items separately for the supply of stores shown in the table below.

Sr. no	Name of Work	EMD (Rs.)	Tender Form Fee (Not Refundable)
1.	Videography for all type of Law and Order, Crime/Investigation.VIP/VVIP Sabha/Saraghas (procession), Election Bandobast, festival Bandobast, and Government work in all the Police Station and branches of the Ahmadabad City police ( original cassette/ CD must be submitted to the police station and branches)	225000	5000

### GENERAL CONDITIONS OTHER THAN ITIT

The tenderer should invariably submit by e-tender (online) only. Bidders can download the tender document from the website. Bidders have to submit **Price Bid** in Electronic format only on [www.nprocure.com](http://www.nprocure.com) website till the last date and time for submission. **Tender Fee, E.M.D. Cover and Technical Bid Cover** are to be physically **submitted** before closing date and time.

#### **1. EMD COVER**

EMD Cover should contain EMD in form of Demand Draft amount as mention on PTF. The name of the Bank must be mentioned on cover itself. Offer without separate EMD Covers the technical Bid Cover will not be opened., No interest will be Paid on EMD.

#### **2. TECHNICAL BID COVER**

- I. Technical Bid cover should contain original copy of priced Tender Form including ITIT (expect Commercial Bid document) along with attested copies of GST, VAT, Service Tax, TIN Registration Certificate and Latest Clearance Certificate and other certified documents as per check list.
- II. The details of turnover of TENDERER for last 2 years. (Audit report/CA's Certificate is to be attached.)
- III. Tenderer should also furnish the details on nature of constitution of their firm; names and addresses of the Partners/Proprietors/Directors and also the details of sister concerns if any. Also specific details or documents requested in Tender Enquiry. In absence of these information/documents, tender is liable to be ignored.

### **3. COMMERCIAL BID COVER**

- I. Commercial Bid cover should contain only rates/prices of items with taxes along with Tax Declaration Certificate duly filled in and signed. The quotation not accompanying this certificate is liable to be ignored.
- II. In case of more than one item, the items-wise separate rates should be quoted FOR destination delivery should be inclusive of Insurance charges. However Central Sales Tax, Gujarat Sales Tax, Excise duty should be mentioned separately with prevailing rates on item quoted. In case the tenderer fails to provide such separate details in its quotation, offers will be considered as inclusive of all Taxes, Gujarat Sales-Tax applicable against form "P" to be mentioned separately. If the tenderer is exempted from payment of Gujarat Sales Tax, then it shall have to mention it in the Commercial Bid, otherwise offer will be treated as inclusive of GST and Basic rate will be worked out by deducting the amount of GST leviable under GST Act.

### **4. VALIDITY OF TENDER**

Tenderer are requested to note that their offer must be valid for acceptance minimum for a period of **3 months** from the date of opening of tender. Offer with less validity period will be rejected. Silence in this regard will be considered that the offer is valid for **3 months** from the date of opening.

### **5. PAYMENT**

Payment should be made after the satisfactory certificate of videography obtain form Police Station officer/Branch officer.

Payment will be made only after receiving the prescribed certificate duty sign on the back of bills by the officer of concern Police Station/Branch, who called for said Videography. Details of these prescribed certificates will be given at the time of issuing work order.

### **6. SECURITY DEPOSIT**

In case you are successful in getting the order, you shall be required to pay within 3days, a sum equivalent to 3 per cent or 5 per cent of the total value of Acceptance of Tender, as may be fixed by the Office of The Commissioner of Police, Ahmadabad City and Central Purchasing Officer as Security Deposit for the due performance of the contract. This Deposit can be paid in Bank Guarantee, Treasury Chalan and Demand Draft. The security deposit will be refunded back the vender whose tender has been accepted only after the completion of period mentioned in the contract for which the vendor will have to move a written representation and no interest will be paid on the deposit amount.

### **7. OTHER CONDITIONS**

1. The conditional offer is liable to be ignored.
2. Tenderers shall clearly mention about whether force major clause will be applicable.
3. No variation in price shall be allowed.
4. Other terms and conditions are as per invitation to tender and instructions to tenderers (with appendix).

5. Tenderer/Service provider should have minimum twenty videographer, the list of the PF/ESIC number and serial number of video camera of concern videographer should be attached. Otherwise the tender will be rejected.
6. The Tenderer/Service provider should submit of Copies of work order of videography of Government agency/other institution has been done by the tenderer/ Service provider
7. On receiving call for Videography from Commissioner of Police/Police Station/Branch Videographer will have to reach the Police Station/Branch/spot immediately. No allowance will be paid to the Vender for coverage or transportation purpose. Vender will have to travel at his own expenses, and Videographer will have to carry along with him an authority letter to carry out Videography.
8. Videographer must report immediately / time since by the police officer at given place.
9. **Videography to done with full HD cameras only**
10. **For Videography at night or in low light situation under has to arrange for sufficient light for Videography**
11. Videographer will have to reach at any time and at any place under the jurisdiction of Ahmedabad city police commission rate at his own expenses, In case he fails to do so then the another Videographer will be hired from the open market and expenditure for said Videography will be recovered from the vender/ will be borne by the vendor and his security deposit will also be forfeited.
12. In case of violation of any condition laid down in contract or failure in reaching the place of Videography in time, the contract will stand cancelled and security deposit will be forfeited.
13. Joint Commissioner of police (admn.) is authorized to accept or reject any or all tenders without giving any reason(s) there of
14. Vender whose tender will be accepted will have to make an agreement on Rs.100/- stamp paper and will have to deposit Rs.4, 00,000/- as security deposit.
15. Tender form without office seal or signature of authorized signatory will be as cancelled / considered as “unauthorized”.
16. The rates of Videography should not be more than the rate fixed by the information Department.

Sr.No.	Detail	Coverage Rate
1	One Coverage for half day (up to 8 hours)	Rs.700/-
2	For One day more than one Coverage (more than 8 hours)	Rs.1200/-

17. No extra payment will be made for cassette/CD used for video Coverage.
18. Vender will have send cassettes/CDs to the Police Station/Branch at his own expense. No copy/soft copy of Videography recording could be retaining with vender/Videographer. Secrecy of Videography will be maintained by the vender/Videographer. Vender/ Videographer will be held responsible, if the secrecy is not maintained.
19. Department/Government will not be responsible for any technical failure during videography, on such occasion vender will have to make alternate arrangement at his own expense /risk.
20. Ahmadabad will remain as jurisdiction for any kind of legal matter(s)
21. Looking to the emergency requirement of Videographer local vender will be preferred.

- 22. The vender/Tenderer whose tender is accepted will be given one year contract/agreement for videography but special circumstances if the duration of said agreement is extended than the vender will have to do the videography for the extended period at the rate sanctioned in the tender.
- 23. Vendor must be capable to provide maximum 1000 videographer for single event like rathayatra etc.(must provide proof for atleast one event per year in last two years where vendor provided atleast 1000 videographer for single event.)

Please note that all above certificates (attested) should be produced for issuing Tender form.

I/We.....

(Name of the Tenderer)

Proprietor/Partner/Direcor hereby undertake to provide videography service to your Tender enquiry specification and abide all terms and conditions of their tender enquiry, as well as invitation to tender and instructions to tenderers and terms and condition that will be laid down at the time of agreement and issuing of work order.

Place:

Signature:

Date

Name :

Designation:

Stamp of the firm

**FORM NO: I (TECHNICAL BID)**

T/E No. / Videography tender /17-18/.....Due date .....

**Enclose following documents/mentioned in technical Bid**

1.	P.T.S.	Purchase and duly signed
2.	(a) Name of the Bank (Nationalized Bank only)	Mentioned Yes/No (D.D. or Bank Guarantee shall be put up in EMD cover)
3.	Authority letter	(If tenderer is not a self manufacturer) (If necessary )
4.	Literature	(Wherever applicable shall be enclosed) (If necessary )
5.	T/E validity	
6.	Place of Inspection	(If necessary )
7.	Details of specifications	(If necessary )
8.	Latest Sales-tax/ VAT/TIN/ Service Tax reg. and clearance certificate ubmitted	YES /NO
9.	List of minimum 20 videographar along with PF/ESIC No., and Sr. No. of Video Camera is attached	YES /NO
10.	Whether last two years turnover figures is attached ? (Audit report/CA's Certificate is to be attached.)	YES /NO
11.	Copies of work order of videography of Government agency/other institution has been done by the tenderer/ Service provider is attached.	YES /NO
12.	Delivery period	(If necessary )
13.	Payment conditions	
14.	Please stated here that wherever the stores you have offered are as per T/E specifications in all respect or as may YES or NO.	YES /NO. (If necessary )
15.	FOR/Free delivery (your rates are on FOR destination basis inclusive of Insurance charges)	YES /NO. (If necessary )
16.	Sample (Have you submitted sample?)	YES /NO. (If necessary )
17.	Name of proprietor/partner/Director with full residential address and telephone No. FAX No. etc.	
18.	Have you submitted all documentary evidence duly attested ?	YES /NO.

Signature :

Name and Designation :



**FORMAT OF AUTHORITY LETTER**

**(It should be submitted on original letter head of Manufacturer)**

We, M/s. \_\_\_\_\_ registered SSI unit with DIC having manufacturing unit at Taluka \_\_\_\_\_ District \_\_\_\_\_ hereby authorize M/s. \_\_\_\_\_ to participate on behalf of us in Tender Enquiry No. \_\_\_\_\_ due on \_\_\_\_\_ of The Commissioner of Police, Ahmedabad City for the supply of \_\_\_\_\_. They are our Authorized Dealer/Holder of Authority Letter for this T/E. We undertake to supply the goods mentioned in tender inquiry. The particulars are as under:-

1.	Name and Address of the SSI Unit	:																																	
2.	Name of proprietor/Partner or Managing Director	:																																	
3.	a) Telephone Number b) Fax Number	: :																																	
4.	SSI Registration No: (Please enclose attested copy of SSI Registration).	:																																	
5.	C S P O / NSIC/DGSandD/Regn. No. (Please enclose attested copy of Regn.)	:																																	
6.	Items of Manufacture	:																																	
7.	Details of turnover of last two years (As per balance-sheet)	:																																	
<table border="1"> <tr> <th colspan="2"><u>2015-2016</u></th> <th colspan="2"><u>2016-2017</u></th> <th colspan="4"><u>Production capacity and production</u></th> </tr> <tr> <td>Quantity</td> <td>Value</td> <td>Quantity</td> <td>Value</td> <td><u>Capacity</u></td> <td><u>Production</u></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Qty. Value</td> <td>: <u>2015 – 2016</u></td> <td><u>2016-2017</u></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Qty. Value</td> <td>Qty. Value</td> </tr> </table>		<u>2015-2016</u>		<u>2016-2017</u>		<u>Production capacity and production</u>				Quantity	Value	Quantity	Value	<u>Capacity</u>	<u>Production</u>							Qty. Value	: <u>2015 – 2016</u>	<u>2016-2017</u>								Qty. Value	Qty. Value		
<u>2015-2016</u>		<u>2016-2017</u>		<u>Production capacity and production</u>																															
Quantity	Value	Quantity	Value	<u>Capacity</u>	<u>Production</u>																														
				Qty. Value	: <u>2015 – 2016</u>	<u>2016-2017</u>																													
						Qty. Value	Qty. Value																												

8. a) For the item of T/E  
 b) For the entire range of Production. : (If required more space may please Attached in separate sheets)

Date :

Place : (Seal) Signature :  
 (Name of Proprietor/  
 Partner/Managing Director)

**FORM: II**  
**COMMERCIAL BID**

**(COMMERCIAL BID IS ONLINE SUBMITTED SEPARATELY)**

<b>Sr. no</b>	<b>Name of work</b>	<b>Details</b>	<b>Rate (Including all taxes)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	Videography for all type of Law and Order, Crime/ Investigation.VIP/VVIP Sabha/ Saraghas (procession), Election Bandobast, festival Bandobast, and Government work in all the Police Station and branches of the Ahmadabad City police (original cassette/ CD must be submitted to the police station and branches)	(1)Rate up to 8 hour (Including original CD/Cassette ) all taxes (2)Rate more than 8 hour ( for 1day) (Including original CD/Cassette ) all taxes (3)Rate Including all taxes for Extra copy of the video recording in CD/DVD (rate per extra copy of CD/DVD)	

**N.B. :**

1. Clearly mentioned the price with all taxes.
2. Please enclose annexure of tax declaration certificate
3. Technical Bid sealed cover should be separate and should not be enclosed in Commercial Bid cover.
4. Commercial Bid should be Submitted only online (electronic format)

Signature :

Name :

Designation :

### **TAX DECLARATION CERTIFICATE**

A.	Whether the Services is taxable?	Yes/No
B.	If Yes, what is the rate?	
C.	Whether your quoted price is exclusive or inclusive of taxes ?	Exclusive/Inclusive
D.	If you are from outside Gujarat whether your rate is inclusive of GST and local taxes or not ?	Exclusive/Inclusive
E.	Will you bill your products/Service from Gujarat	Yes/No
F.	If you are from Gujarat how much GST will be charged ?	
G.	Are you from backward area of Gujarat ?	Yes/No
H.	Have you opted for sales-tax exemption ?	Yes/No
I.	Have you opted for sales-tax deferment ?	Yes/No

(Signature of Tenderers)

**Office of the Commissioner of Police, Ahmedabad City  
(Invitation in Tender and Instructions to Tenderers).**

MPF,D-4/ Videogrphy/17-18/.....  
Ahmedabad  
Dated:

From,

Office of The Commissioner  
of Police, Ahmedabad City

To,

Messer's.....

.....

.....

Office of the Commissioner of Police, Ahmedabad City

1. Sealed and superscripted tender will be received on the prescribed form for and on behalf of the Governor of Gujarat by the office of the Office of The Commissioner of Police, Ahmedabad City up 18-00 P.M. on due date as specified in the tender notice for the supply of stores as per schedule attached.
2. Prescribed Tender Form (not transferable) will be available from respective web site/this Office on payment of 2,000/- as tender wise stated in the Gazette(not refundable) on any working day from 11-00 A.M. to 2.00 P.M. and up to 1.30 P.M. on due date. The priced tender form should be returned to this Office duly filled in and signed failing which the quotation will be rejected.
  - a. You should quote rates for F.O.R./ Free Delivery, delivery basis as shown in the Schedule to Tender and submit the original quotation in the prescribed Tender Form and duplicate, copy on an ordinary typed form, along with a covering letter attached therewith. You should state the earliest and definite delivery period necessary for completion of the order.
  - b. Should you however quote rates on Ex-Godown and /or F.O.R. Station of dispatch, you shall also indicate charges towards packing, forwarding, Railway freight or the charges under the parcel scheme of the Gujarat State Road Transport Corporation, insurance etc. so as to compare your rates with those of others who have quoted as per tender condition. Failure on your part will be at your risk.
    - I. you shall state the place of inspection of the stores offered. You shall bear all expenditure of inspection carried out by this office or through the Directorate of Inspection, Government of India. Such charges in case of inspection carried out by this office, shall not exceed 1/2% (half percent) of the total value of the stores to be inspected, if the place of inspection is situated in Gujarat State. If the place of inspection to be carried out by this office is located outside Gujarat State, then the inspection charges shall be levied at the rate of 1 (one) percent of the total value of the stores to be inspected, while in case of inspection carried out through Directorate of Inspection, Government of India, the charges shall be those

actually charged by the Directorate and the same shall be paid by you directly in the manner indicated by them.

- II. Whenever the inspection of the stores is carried out within Gujarat State and when the analysis or testing of the inspected stores has to be undertaken in Laboratory / Test House, outside Gujarat State, Inspection charges not exceeding 1 (one) percent of the total value of stores to be inspected will have to be paid by you.
  - III. Whenever the inspection of the stores is carried out outside Gujarat State and when the analysis or testing of the inspected stores has to be undertaken in Laboratory/Test House, outside Gujarat State, Inspection charges not exceeding 1 1/2% (one and half percent) of the total value of stores to be inspected will have to be paid by you.
  - IV. Unless and otherwise clearly stated in the tender it will be taken for granted that the stores would be offered for inspection in one lot. If subsequently the stores would be offered for inspection in one lot. If subsequently the stores are offered in different lots inspection charges at the rate mentioned herein behalf on the total value of all the stores ( not on the value of the stores offered for inspection ) would be charged every time a lot is offered for inspection.
- c. In the event of an order being placed with you, you shall dispatch the goods at carrier's risk, failing which they should be properly covered by the transit insurance with Government Insurance Fund, the Directorate of Insurance, Shri Ambica Centre, Relief Road, Government of Gujarat, Ahmedabad - 380 001. On no account whatsoever you shall insure the goods with any outside agency. However, if this is done, it shall be at your risk and cost.
  - d. The entire materials ordered shall have to be offered for inspection in open condition, if required and the same shall have to be repacked in such manner so as to be suitable for transport without any extra cost.
  - e. In case of stores accepted as the products of Cottage Industries/small Scale Industries/Industrial Co-operatives the inspection shall be carried out only at the factory premises of such units at your cost.
3. The origin of stores offered, whether Indian or foreign and in case of former, the State in which manufactured and whether it is a product of large scale Industry, Small Scale Industry, Cottage Industry or Industrial Co-operative, should be clearly stated against each article. If you desire to avail of the price preference to be accorded to the products of the Cottage, Small Scale/Industrial Co-operative Units you should furnish along with you tender, a certified authenticated or Photostat copy of the Registration Certificate-issued to such unit by the State Industries Commissioner or State Registrar of Co-operative Societies, Gujarat State with whom the unit is registered.
  4. Opening of Tender - You are at Liberty to be present or authorize your representative to be present at the opening of the tender at the time and date specified in the Schedule.
  5.
    - a. Tenders should be accompanied by Earnest Money value tendered and it shall be only in Treasury Chalan deposited under "Revenue Deposit" in case of Tenders in Gujarat State and strictly in Demand Draft in favour of the **O.S. To The Commissioner of Police, Ahmedabad City drawn on any bank of Ahmedabad** in case of Tenders outside Gujarat State. Earnest money deposit of not less than Rs.5,000-00 under the Bank Guarantee scheme will also be accepted provided, the Guarantee is valid for at least six months. The Earnest Money will be liable to

forfeiture if you fail to complete the contract if placed with you. Tender without Earnest Money shall not be considered.

- b. In case you are successful in getting the order, you shall be required to pay a sum equivalent to 3 per cent or 5 per cent of the total value of Acceptance of Tender, as may be fixed by the Office Of The Commissioner of Police, Ahmedabad City and Central Purchasing Officer as Security Deposit for the due performance of the contact. This Deposit can be paid in Bank Guarantee. Treasury Chalan and Demand Draft.

6. Certified copy of the Income - Tax Clearance Certificate in the prescribed form should be enclosed with the tender. Quotations received without the above certificate are liable to be rejected.

- a. Business name and constitution of tendering firm :- In case you are not registered with this office as approved supplier you must give following details in your tender quotation regarding registration of your firm.

- (1) The Indian Companies Act, 1913.
- (2) The Indian Partnership Act, 1932.
- (3) Proprietary concern.

You must also show invariably in your quotation the full name/s of Proprietor / Partners.

7. In case you are convicted of an offence under the Bombay Prohibition Act, 1949 or the Bombay Opium Act, 1936 as applied to Gujarat State, you will be considered ineligible for being given contracts.

8. *Release of controlled materials.* -Tenderers who do not stipulate conditions regarding release of controlled materials may be given preference.

9. Other terms and conditions as specified in the booklet "Conditions of Contract Governing contract placed by the central purchase organization of the Government of India", will be applicable to this tender.

10. *Price Variation Clause.* - Tenderers who claim variation in net F.B.O. Prices (that is to say a price exclusive of contractor's profit, rebate,, remuneration or commission called by any name whatsoever ) should give detailed information in respect of each of the constituent item e.g. labor, material, etc. for which variation may arise in the items mentioned below :-

Element of cost	Basic Rates	% of total F.O.B.	Cost indicated at A above
-----------------	-------------	-------------------	---------------------------

1. Labor.

11. (a) Raw materials (Variable)-

- (i)
- (ii)
- (iii)

(b) Raw material (Non-variable)

- (i)
- (ii)
- (iii)

- a. If at any time after the submission of the Tender an increase or decrease takes place in the net F.O.B. price an adjustment will be made in the contract price but only in respect of such portion of the net F.O.B. prices as represents the charge therein on account of the two factors cost of labor and/ or materials, property required for

the manufacture of the contract stores, on account of any reason or cause beyond the control of the manufacturers. The contractor may, after due completion of the contract and subject to and in accordance with the provisions of this clause make proposals in writing to the Central Stores Purchase Organization for the adjustment in the contract price setting out the increase/decreases in the cost of labor and / or materials, the adjustment in respect of net increase being however limited to ..... per cent ..... of the net original F.O.B. prices. This percentage should be furnished by the tenderers at the time of his tender.

- b. A claim by the contractor for the finalization of price shall be accompanied by the invoice and document containing the original quotation of the foreign Principal/Manufacturers and supported by a certificate of the chartered or incorporated accountant of the Principal/Manufacturer, or if there is no qualified accountant of such foreign Principal/Manufacturer, the certificate of such other accountant as may be approved for the purpose by the D.G.I.S.D., London or ISM, Washington etc. showing the increase/ decrease in the cost of labour and / or material between the date of tender and their estimated and find cost and certifying that they do not include any sum on account of profit or overhead.
- c. Upon receipt of the contractor's claim, it shall be lawful for the Government to make such inquiry as they may deem fit through the D.G.I.S.D. London/ISM, Washington or any trade association or other authority nominated by D.G.I.S.D., London/ISM, Washington, for verification and certificate of the claim and it shall further be lawful for the Government to require the manufacturer's /Foreign Principal's Accounts relating to the increase claimed to be examined by the D.G.I.S.D. London/ISM, Washington.
- d. **The decision of Office of the Commissioner of Police, Ahmedabad City as to the increase or decrease in price under this clause shall be final and binding on the parties.**
- e. Any change in the customs duty payable by reason of any corresponding officer, Gujarat as to the increase or decrease in price under this clause shall be final and binding on the parties...
- f. No charges other than customs duty shall be affected by the change in the F.O.B. Price. This clause shall remain in operation only up to the date of shipment corresponding to the delivery period specified in the schedule to the A/T and notwithstanding any extension of time, nothing contained herein shall entitle the contractor to an increase in the contract price where the increase in the net F.O.B. price occurs after expiry of the said date of shipment unless the contractor proves to the satisfaction of the Industries Commissioner and Central Purchasing Officer, Gujarat that the delay in shipment was due entirely to causes beyond the control of the foreign principal/manufacturer and the decision of the Industries Commissioner and Central Purchasing Officer in this behalf be final and binding.
- g. Tenderers should declare that in addition to the profit, commission rebate, etc. specified they do not get any other discount or any credit to their account or to any other account on their behalf, adjusted either immediately or at the end of the year or the gross turnover for the year.

**11.**

- a. Ex-stock offers or those on your own import licenses will be preferred. It will be your responsibility to inform this office within the validity period of the quotation in the event of the stores offered ex-stock being sold elsewhere. Failure to comply with this instruction shall be construed to mean that the stores are available ex-stock during the validity period. No cognizance shall be taken of the intimation that the

stores have been sold out prior to receipt of order if such an intimation is received after receipt of intimation of Acceptance of order at your end

- b. The exact, earliest and clear deliver period should be quoted.
- c. Taxes, if livable and if the same are being claimed extra should be clearly stated, failing which the rates quoted in the tender will be construed as inclusive of all taxes. Break-up showing the rates and element of taxes should be shown when rates are quoted inclusive of taxes.

**12.**

- a. You should indicate the rates in metric system of weights and measures or in any equivalent weights and measures thereof showing conversion rates. Non-compliance in this respect will render the tender liable for rejection.
- b. Rates should be quoted per "unit" as specified in the Schedule. Non-compliance will render the tender liable for rejection.

**13. The Commissioner of Police, Ahmedabad City reserves the right to consider or reject any or all tenders without assigning any reasons.**

**14. The Commissioner of Police, Ahmedabad City reserves the right to accept either the tender in full or part or divide the quantity amongst one or more tenderers without assigning any reasons.**

**15.** The Commissioner of Police, Ahmedabad City does not pledge himself to **accept the lowest or any tender** and also reserves to himself the right of accepting the whole or any part of the tender or portion of the quantity offered against any item and you shall supply the same at the rate quoted. You are at liberty to quote for the whole or any portion of the quantity of any item or state that the rate quoted shall apply if the entire quantity of any such item is taken from you. The Commissioner of Police, Ahmedabad City further reserves to himself the right of accepting or otherwise any of the conditions stipulated by you in your tender.

**16.** In the event of an order being placed with you against this tender and if you fail to supply any stores in accordance with the terms and conditions of Acceptance of Tender or fail to replace any stores rejected by The Commissioner of Police, Ahmedabad City or any person on his behalf within such time as may be stipulated, The Commissioner of Police, Ahmedabad City shall be entitled to purchase elsewhere, without notice to you on the account, such stores from any other source and at such price as the Commissioner of Police, Ahmedabad City shall in the sole discretion think fit and if such price shall exceed the rate out in the schedule to Acceptance of Tender you shall be responsible to pay the difference between the price at which such stores have been purchased by the Commissioner of Police, Ahmedabad City and the price calculated at the rate set out in the Schedule

**17. Sample:-**

- a. Tender samples are not required unless specifically called for.
- b. Quotations without samples where samples are specifically called for will not be considered.
- c. Sealed samples should be submitted with a label showing (i) Name and address of the firm (ii) Tender No. (iii) Opening date of Tender.
- d. All samples submitted for any reason shall be supplied without charge and freight paid and without any obligation on the Commissioner of Police, Ahmedabad City as regards safe custody.



- e. In case you submit a sample with your tender the same shall not govern the standard of supply except when it has been specifically stated in the Acceptance of Tender that it is accepted instead of any scaled pattern.
  - f. Tender samples should be submitted on or before the due date of Tender in respect of each item as mentioned in the Tenders along with separate chalangis in triplicate for each schedule at the office of the Commissioner of Police, Ahmedabad City Shahibaug. In case of failure the quotation will be rejected at the discretion of the above Officer.
  - g.
    - I. Upcountry firms are requested to send packing not in duplicate along with the samples and Railway parcels and parcels sent under the Parcel Transport Scheme of G.S.R.T. Corporation should be sent as 'Fully Paid Home Delivery Parcel' so that the samples are received by this office on or before the due date. Otherwise, this office is in no way responsible for getting the parcels cleared from Railway premises or delivery centre of the G.S.R.T. Corporation.
    - II. In case of samples sent by railway parcels or through the G.S.R.T. Corporation R/R or parcel receipt of the G.S.R.T. should be posted separately to the address of the undersigned and not enclosed with the tender documents.
    - III. Samples for alternative offer, if any, should be clearly related by number or letter in unambiguous terms to the quotation to which it refers.
  - h. After the tenders are decided, the rejected samples, will be returned to the respective tenders provided of course, the samples are not destroyed or consumed during testing and examination. The tenderers will have to make their own arrangements to remove the tender samples before the expiry of the final date of removal of sample which will be intimated to them. This intimation will be given under postal certificate to ensure safe delivery. If the samples are not removed by the date, they will be disposed of in a manner deemed fit.
  - i. It has been the practice in the past with certain tenderers to submit a sample of a quality that the rate quoted does not permit of strict adherence to the sample, thereby causing numerous rejections. Tenderers are therefore warned that sample should not be submitted of a quality that they are not able to procure or maintain the quality in ultimate supplies. The samples submitted are in all cases preserved for comparison with supplies and rejection will be made if supplies are not reasonably in accordance with the approved samples.
  - j. Tenderers are hereby warned that the quality will be one of the chief deciding factors both in the matter of deciding tenders and in inspecting bulk supplies. If even a small percentage of samples drawn at random in bulk supplies fails to come up to the standard of the tendered sample, the entire supply is liable to be rejected and no excuse whatsoever that manufacturing difficulties, raw materials etc. were responsible for deviation in quality will be entertained. Tenderers will be well advised in their own interest not to respond to this tender. Penalties for default will be enforced very rigidly.
  - k. Samples submitted against earlier inquiries by the same tendering firm can be considered provided the tendering firm exactly states in its tender to consider its tender on the basis of the tendered samples against previous tender inquiry. The tender should be considered provided such samples are in custody of The Commissioner of Police, Ahmedabad City and are in proper form i.e. are not destroyed or used up during previous testing/Joint Security.
- 18.** You will be required to enter into agreement for the due performance of the contract. It should be stamped with adhesive stamps as per instructions given below and should be signed before any Gazetted Officer of this office or before a First Class Magistrate or a Justice of Peace or a Notary public :-

Agreement with no security deposit.	Rs. 10.00 P
(b) Agreement with security deposit paid in G.P Notes/Bank Guarantee.	Rs. 10.00 P for agreement and Rs. 40.00 P for Bank Guarantee.
(c) Agreement with security deposit paid in any other manner as per table below	
Agreement	Rs. 10.00 P.
Agreement up to Rs. 100/-	Rs. 16.00 P.
Agreement where it exceeds :-	
Rs. 100/- up to Rs. 200/-	Rs. 22.00 P.
Rs. 200/- up to Rs. 300/-	Rs. 28.00 P.
Rs. 300/- up to Rs. 400/-	Rs. 34.00 P.
Rs. 400/- up to Rs. 600/-	Rs. 46.00 P.
Rs. 600/- up to Rs. 800/-	Rs. 58.00 P.
Rs. 800/- up to Rs. 1000/-	Rs. 70.00 P.
Above Rs. 1000/- for every Rs. 500/- or part thereof in excess of Rs. 1,000	Rs. 40.00P.

**19. Warranty Guarantee, if any, for the stores offered by you, should invariably be stated in your tender, failing which standard clause to this effect adopted by The Commissioner of Police, Ahmedabad City shall apply viz for twelve months.**

**20.** It should be noted that if a contract is placed on a higher rate as result of this tender in preference to lowest acceptable offer in consideration of your offer of earlier delivery, you will be liable to pay to Government the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the Acceptance of Tender. This is without prejudice to other rights under the terms of contract.

**21.**

- a. you shall guarantee regular and timely supply for a period of three years, of all the spare parts required for the normal working of the machinery tendered for. Such a guarantee shall be accompanied by a certificate from a Chartered Accountant that you are holding a stock of such spare parts, sufficient enough for a period of three years normal working of the machinery without any condition of Import License. You shall also guarantee that the rates of such spare parts will not be exceeding those you might be charging to the Director General of Supplies and Disposals, New Delhi or any other Government Department.
- b. You shall further guarantee that "after-sale service" shall be made available as and when required.

**22. Termination of Contract :-** Should you fail to deliver the stores or any part thereof, within the contracted period of delivery or in case the stores are found not in accordance with the prescribed specifications and/or approved sample The Commissioner of Police, Ahmedabad City shall exercise his discretionary powers either -

- a. to recover from you as liquidated damages a sum not exceeding half a percent of the price of the stores which you have failed to deliver as aforesaid per each week or

part thereof during which the delivery of such stores may be in arrears, but subject to a maximum limit in the case of an order not exceeding Rs. 1 lakh in value, 10 percent and in the case of an order exceeding rupees one lakh in value, of 5 percent of the stipulated price of the stores including Sales Tax, General Tax, Excise duty, Packing Charge etc. so delivered or

- b. to purchase elsewhere on your account and at your risk stores so undelivered or others of a similar description without canceling the contract in respect of the consignment not yet due for delivery, or
- c. To cancel the contract.

In the event of risk purchase store of similar description the opinion of the Commissioner of Police, Ahmedabad City shall be final which will be exercised by him only when stores of exact specifications are not readily procurable.

In the event of action taken under clause (a) or (b) above, the contractor shall be liable for any loss which the Commissioner of Police, Ahmedabad City may sustain on that account but you shall not be entitled to any saving on such purchases made against default.

The decision of The Commissioner of Police, Ahmedabad City shall be final as regards the acceptability of stores supplied by the contractor and the Industries Commissioner and Central Purchasing Officer shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores.

**23. Extension of Time -**

- I. As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent to The Commissioner of Police, Ahmedabad City
- II. Without prejudice to the foregoing rights if such failure to deliver in proper time as aforesaid shall have arisen from any cause which The Commissioner of Police, Ahmedabad City may admit as a reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers to be justified by the circumstances of the case.
- III. Provided always that any failure or delay on the part of sub-contractors though their employment may have been sanctioned shall not be admitted as a reasonable ground for any extension of time or from exempting you from any liability for any such loss or damage, as aforesaid and provided further that no extension shall be allowed unless application for it shall, in the opinion of The Commissioner of Police, Ahmedabad City (which shall be final) have been made and in his opinion is justified.

**24. Special conditions, if any in this tender shall also be applicable.**

**25. Non-compliance with any of the above conditions shall constitute breach of the same and will render the offer liable for rejection.**

**26. Telegraphic quotations should not be sent. However, if it is absolutely necessary to send the telegraphic quotation, the same, if not followed by the detailed quotation in 48 hours from the prescribed date of submission of Tender, shall not be considered and the tender will be rejected.**

Telegraphic quotations received from the firms outside Ahmedabad shall only be considered. Local telegraphic quotations shall not be considered. Telegraphic quotations shall be considered, provided, they are complete in all respects with regard to price (item-wise price, where necessary), specifications, delivery and other particulars essential for taking purchase decision.

27. You must not quote for item of stores for which you are not granted registration by this office. You can however do so on payment of Earnest Money Deposit equivalent of 3% of the total cost of stores tendered by you. Those deposit can be paid either in Chalan case your firm is situated within Gujarat State or by Demand Draft drawn on any Scheduled Bank of Ahmedabad, if your firm is situated outside Gujarat State. The Chalan in original only or Demand Draft must accompany the tender quotation.
28. Rates under all columns should preferably be quoted on the Appendix (a the end). Rates should be quoted on F.O.R. Destination basis falling which the tender is likely to be rejected. If the samples are sent through Gujarat State Road Transport Corporation Buses, they should be sent under "Freight paid system".
  - a. Those tenders are instructed to specify clearly in their tenders as to in which respect their quotations deviate from the tender enquiry. If deviations are not specified in detail, it will be presumed that the tendered officer is exactly to the specifications of the tender enquiry.
29. Tenderers are requested to show all taxes separately with their amounts even if their offers are inclusive of all taxes.
30. Tenders should send descriptive literature along with their offers.
31. Superscription.- Tendering firms are supposed to super scribe the envelopes containing tenders by indicating correct " tender inquiry number' as well as ' due date'. This condition has been put up so that the concerned tender is opened correctly at the time and on the date the tender is supposed to be opened. However, many a times the firms super scribe the tenders incorrectly i.e. either the number or date are not correctly writer or either the number or the date or both are not written at all.
32. Tender are advised to indicate in their offer against each item, whether the item is imported or indigenously. And if it is indigenously manufactured whether it is a product of Large Scale Industry, Small Scale Industry or Cottage Industry and of what State. This information is required for Government Statistical purpose. If the tender desires to have approved price preference of Small Scale or Cottage Industry products, the tenderer should furnish certified authenticated or Photostat copies of their registration certificates issued by the State Industries Commissioner or State Registrar of Co-operative Societies, Gujarat State with whom the small Sale Industry/Cottage Unit is registered.
  - a. The Commissioner of Police, Ahmedabad City may if found necessary to do so, place repeat orders against the acceptance of tender in case issued in your favour, within a period of six months from the date of the issue of A/T and you shall accept the same unless specifically stipulated to the contrary in your Tender. In case of non-acceptance of repeat order provision contained under condition No. 22 shall be applicable.
33. In connection with condition No. 3 tenders should note that the products of the Small Scale Industrial units shall be entitled to the price preference up to 15% (fifteen percent) over the products of large scale industries only in case when the Small Industrial Units quote directly or through the firms which are their accredited agents or authorized by them to dealt in the business for period not less than one year. Under such circumstances when S.S.I. wants to quote through any firm, they should not quote directly or through any

other firms, which are not its accredited agents or which are not authorized to quote on its behalf. This concession will not apply to other firms tendering quotations for S.S.I. products which are not authorized agents of the S.S.I. units. The tendering firm authorized by the S.S.I. Units as agents should submit along with the quotations, a copy of the authority letter given by the S.S.I. Units. A copy of the authority letter should either be Photostat copy or be duly certified/attested by any Gazetted Officer of the Government.

34. In the case of rates accepted on "FOR Station of dispatch" the date on which the goods are placed on Rail shall be considered as the date of delivery.
35. In the case rates accepted on "FOR Destination", the date on which the goods are received at destination shall be considered as the date of delivery. Either of the two conditions stated above will be applicable when the inspection is to be done at destination.
36. In case you intend to offer the goods for inspection prior to dispatch you shall have to stipulate as to within what period you will offer the goods for inspection and in what period you will deliver the goods after the inspection is carried out and the inspection note is issued by the inspecting Authority.
37. Even if the stores are to be consigned by Rail and if you dispatch the same by Lorry Transport, 75% or 90% payment as the case may be shall not be made against dispatch document but the same will be paid after receipt of stores at destination.
38. In the event of your offering the products of the S.S.I. Units of the Gujarat State, you will have to give along with the certificate authenticated or Photostat copy of the Registration Certificate or S.S.I. , an affidavit that the S.S.I. Units whose product/s has/have been offered are still working as SSI units within the definition laid down by the State Government. If it will be noticed that the SSI Unit has ceased to be SSI and has grown to large Scale Industrial Units either at the time of tendering quotation or at the time of receipt of A/T and if you fail to bring this fact to the notice of The Commissioner of Police, Ahmedabad City, you will be liable to pay the difference between your offer/s accepted in the A/T and the lowest offer/s to specification, received against this tender invitation.

Firms/Units desirous of availing of advantage specially given to S.S.I. Units, in price, should invariably give the full details as regards the machinery and equipment possessed, installed in their premises and also clearly mentioned the processes that will be carried out in the premises of the unit itself and processes which are to be carried out outside the premises of the unit, either on contract basis or any other; mode viz, job work etc.

39. Note :-
  - I. Tender Sample - Analysis Reports on the tender samples will not be furnished to Tender.
  - II. Packing - Packing proposed to be employed should be clearly stated giving details of the charges for all alternate packing if any.
40. Tender should be submitted in the cover duly sealed and super scribed (i.e. showing legibly the tender number and due date of submission of tender on the top of the left hand corner of the envelope containing the tender ). In the interest of the tenderer it is advisable that the tenders are sent in cover duly sealed by sealing wax. In case the tender is sent not sealed by sealing wax, no complaint in respect of tampering of tenders shall be entertained by this office.

41. The terms and conditions, that may appear in printed, cyclostyled or in any other form on the covering letter accompanying the tender will not be taken notice of. Only those conditions that will appear in the body of letter will be taken for consideration.
42. All questions, disputes or differences arising under, out of or in connection with the contract if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction the place from which Acceptance of Tender is issued, is situated

**Amendment to printed form of invitation to tender an instructions to tenderers**

\*\*\*\*\*

Clause No : 33 should be deleted and read as under :-

"In connection with condition No : 3 tenders should note that the products of SSI/Cottage units which may be entitled to the price preference over the products of large scale industries or ssi unit of other state, shall be entitled on in case when such manufacturing units, quote directly or through GSIC, GEIMCO or any other State Governments/ Board/ Corporation which are basically engaged in marketing and recognized by state Government under which circumstances when manufacturer desired to quote through above Government/ Board or Corporation, they should not quote directly. The tendering firm authorized by the manufacturing units as agent, should submit along with the quotations the original letter of authority"

43. The jurisdiction for any kind of legal matter /grievance will be within the limits of ahmedabad.
44. Purchase of the product shall be made during the year as per the requirement only.