OFFICE OF THE INSPECTOR GENERAL PRISONS
SUDDHOWALA JAIL CAMPUS, CHAKRATA ROAD,
DEHRADUN, UTTARAKHAND. PIN 248015

(OFF 0135-2770058, FAX 0135-2770050)

OPEN TENDER NOTICE

Tender no:- 233/21/CCTV/2017 dated 09/05/2017

Prison Department Uttarakhand intends to equip in each of the following ten Prisons of Uttarakhand with the latest CCTV Video Surveillance Systems. The Prisons are:-

1. Dehradun District Prison
2. Haridwar District Prison
3. Chamoli District Prison
4. Nainital District Prison
5. Pauri Garhwal District Prison
6. Tehri Garhwal District Prison
7. Almora District Prison
8. Sitarganj Central Prison
9. Haldwani Sub Jail
10. Roorkee Sub Jail.

The rough estimate of the work is expected to be about Rs 5 Crores (Five Crore rupees only). Sealed Tenders are invited in two bid system (Technical bid and Financial bid) from original equipment manufacturers or their authorized distributors. The manufacturing firm or their genuine authorized dealers only should participate in the tender process along with the necessary information.

The bidding document can be downloaded from website www.uk.gov.in/announcements

Important Information

1. All the bids must be for all the 10 prisons mentioned above. Bidding for any less number of prisons will not be entertained and will be summarily rejected.

2. Indian agents who are submitting bids on behalf of their foreign principal should be mandatorily enlisted with DGS&D, a documentary evidence of the same should be attached in the Technical bid, failing to which the bid will be summarily rejected.

3. Bids should be neatly typed/computerized on the letterhead of the firms. If any cutting is there, it should be duly certified.

4. All bids must be accompanied by a EMD of Rs 10,00,000 (Rupees Ten lakhs only). EMD in the form of Demand Draft in the name of IG prisons Uttarakhand. Abid without EMD shall be rejected. Bids will be opened in the presence of the bidder or their representative on the specified date and time.
5. In the event of the final date specified for bid receipt and opening being declared as a closed holiday, last date for submission of bids and opening of bids will be the following working day at the same place and time. Requests for postponement will not be entertained.

6. Bidders are required to submit the complete tender document along with the requisite information related to their bids in the prescribed formats given in the tender documents. Additional sheets may be used, if required. All the tender documents should be signed and stamped by the authorized signatory of the bidder.

7. Bids should be properly sealed and submitted in person only. Email or Postal delivery of bid is not accepted.

8. The bids must reach this office on or before 12.06.2017 by 11.00 AM (IST) i.e., the last date & time for submission of tender. Late or delayed or conditional tenders will not be accepted. No request from bidders for extension of date of receipt of tender and opening shall be entertained.

9. Bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline for receipt of bids.

10. The bidders are required to submit (a) original bid security in approved form and (b) original affidavit regarding correctness of information furnished with bid document as per provision of bidding documents (c) a set of copies of all the original documents (d) Undertaking regarding validity of tender documents till the prescribe validity period duly signed on Rs. 100/- stamp paper & revenue stamp of Rs. 10/- affixed, thereon to the Office of The Inspector General Prisons, Suddhowala Jail campus, Chakrata Road, Dehradun, Uttarakhand before 1100hrs on 12th June 2017, by hand only. Bids submitted beyond are not accepted.

11. The Inspector General Prisons, Uttarakhand, Dehradun reserves the right to reject any or all tenders without assigning any reason thereafter.

12. The Financial bid of technically qualified tenderers only shall be opened on the date and time specified. No claim in this regard what so ever it may be, shall be accepted by the department. The successful tenderers qualifying the technical bid may be called on a specified date for presentation of their proposal with demonstration of their equipment or for any work related queries at their own cost.

13. This entire Bid document should be signed and stamped at the lower left corner of each and page and must be submitted along with their bids to indicate they have read and understood fully the bid offer.

**Tender Process**

1. Submission of the bids in a sealed stamped big envelope containing separate sealed and stamped envelopes of technical bid and financial bid by the bidders in time
2. Opening of the bids in front of the bidders or their representatives and separation of technical bid and financial bids.
3. Safe keeping of sealed financial bids in a sealed box in front of the bidders or their representatives.
4. Opening and evaluation of the technical bids by the technical committee approved by the Govt. of Uttarakhand.

5. Technical Committee to disqualify the bidders who are not qualified technically and intimating the same and returning the EMD to the disqualified.

6. Informing the technically qualified bidders and intimating them for the presentation of their proposal and demo of their equipment.

7. Presentation by the technically qualified bidders regarding their proposal and opening of their financial bid offers by the technical committee

8. Preparation of the final evaluation chart by the Technical committee and presentation to the Govt. with recommendation for approval.

9. After approval and financial sanction from the Govt. the successful bidder is intimated.

10. The successful bidder is to submit Security deposit within a week and must complete the work within 30 days.

11. Following technical evaluation of the work, payment will be made as per the work completed.

**Dates and Time schedule for the tender:-**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Scheduled</th>
<th>Date</th>
<th>Time</th>
<th>Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Last date for receipt of tender by hand</td>
<td>12-06-2017</td>
<td>11.00 Hrs.</td>
<td>IG Prisons, Head quarters Suddhowala Jail Campus Dehradun</td>
</tr>
<tr>
<td>2</td>
<td>Opening of Technical Offer</td>
<td>12-06-2017</td>
<td>12.00 Hrs.</td>
<td>IG Prisons, Head quarters Suddhowala Jail Campus Dehradun</td>
</tr>
<tr>
<td>3</td>
<td>Presentation &amp; Demo by the qualified bidders</td>
<td>14-06-2017</td>
<td>11.00 Hrs.</td>
<td>Meeting Hall, Dehradun district Jail Suddhowala, Dehradun</td>
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<tr>
<td>4</td>
<td>Opening of Financial Offer</td>
<td>follows</td>
<td></td>
<td>IG Prisons, Head quarters Suddhowala Jail Campus Dehradun</td>
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</tbody>
</table>

**Details of the Contract**

(a) The Successful bidder must procure, supply and install all the equipment such as CCTV Video Surveillance Cameras, all necessary cables, Power back up, TV Monitors, Servers, NVR, DVR etc. and all necessary electrical work including labour work to establish a functioning CCTV video surveillance system in each of the above prisons of Uttarakhand State.

(b) The successful bidder on his own make all arrangements for the transport of equipment, technicians and labour to the prisons and must carry all technical work including labour work necessary during installation at his own expense which is included in the bid.

(c) The successful bidder after successful installation must operate each CCTV system with his own staff for one month and simultaneously provide hands on training to the concerned Jail Staff and must provide one year guarantee period with all necessary software updates and technical upgrades.

(d) The successful bidder must undertake Annual Maintenance Contract for three years including all software updates and technical upgrades beyond the original guarantee period of one year.
Details of the equipment to be installed and the work to be done at all the above mentioned 10 prisons

1. All CCTV Cameras either PTZ (pan tilt zoom) or Fixed, must be Full HD 1080p with atleast 30fps and must have robust housing
2. All Cameras must have robust housing.
3. All outdoor cameras must be Day & Night vision, PTZ and Weather proof.
4. Each Prison barrack should have one or two cameras. Large Barrack to have two cameras. Small barrack to have one camera. Atleast one camera must be Day &Night vision and PTZ camera.
5. Motion detection cameras along the outside and inside of the Outerwall of the prison.
6. Wireless, weatherproof and Night vision PTZ Cameras may be proposed where the distances are more than 250 meters from the Control room.
7. For the Control room of each prison, Full HD 46 to 49 inch TV’s at the rate of one TV per six cameras. The make of TV’s should be Sony, Sanyo, Samsung, LG, etc. top brand.
8. All necessary high quality wires, cables, Optical Fibre Cables, Servers, DVR, NVR etc.
9. Provision must be present for future expansion to atleast 50% capacity, just by adding the cameras and cables only.
10. 304 steel tube housing for cables and Optical Fibre cable specifically where they are prone to vandalism.
11. Provision for at least 90 days recording facility with internal and external backup.
12. Adequate Power backup throughout the system as per the requirement at each prison.

Expected Number of all types of Cameras in each prison is as follows

1. Dehradun District Prison:--between 80 to 100 cameras
2. Haridwar District Prison:-- between 80 to 100 cameras
3. Chamoli District Prison:--maximum 50 cameras
4. Nainital District Prison:--maximum 30 cameras
5. Pauri Garhwal District Prison:-- maximum 50 cameras
6. Tehri Garhwal District Prison:--maximum 50 cameras
7. Almora District Prison:--maximum 50 cameras
8. Sitarganj Central Prison--between 80 to 100 cameras
9. Haldwani Sub Jail--- maximum 40 cameras
10. Roorkee Sub Jail --maximum 40 cameras.
Important Notice

1. The bidder or their representative must visit all the prisons. The bidder should indicate different camera locations on a Prison layout sketch diagram which is to be submitted during their presentation after technical bid qualification.

2. The bidder must carefully submit camera locations as per the Prison sketch diagram and must not propose more than the upper limit of cameras as mentioned above for each prison.

3. The bidders on written application to this office and after proper verification will be permitted to visit the prisons till 7th June 2017. Beyond this date no permission is granted. Bids without Camera location sketch diagram for each prison may not be considered.

4. Presentation Of Proposal & Demonstration of Equipment :- On the date, time and place mentioned above the technically qualified bidders have to make a presentation of their proposal and demonstrate the equipments before the technical committee on "No cost No commitment basis".

All expenses relating to presentation of their proposal and demonstration of their equipment is to be borne by the bidder only.

5. Validity of Offer :- Valid for a period of 60 (Sixty days) days from the date of purchase order.

6. Delivery Period - 30 days (Thirty days)
The supply and work by the firm should commence immediately on receipt of the work and supply order and should be completed within 30 days of the placement of supply order. In case the firm anticipates delay in supply due to any unforeseen reasons, the firm will at once bring it to the notice of purchaser, who after considering the reasons as valid and beyond firm's control may give extension of time, but the Liquidated Damages clause will be implemented.

7. PAST PERFORMANCE REPORT
The firm should give 3 years past performance report of similar work done anywhere in India and stores/equipments supplied earlier to any department/organization along with Technical bid as a supporting document. This report must accompany the satisfactory completion of job report from the concerned Head of the organisation/department. Bidders with past performance and supporting documents only are considered.

8. Financial Bid: Tendering firms are required to quote their financial offer in the format given in tender documents. The rates should be quoted as per the work at the concerned prison.

9. All packing cases, packing containers and other similar materials shall be supplied free of cost by the vendors and shall not be returned unless otherwise specifically agreed upon.
EVALUATION CRITERIA

The guidelines for evaluation of offers will be as follows:-

**For Technical bid qualification :-**
Past performance, Reputation, Financial condition, Ability to perform, Professional competence, fair practice record are taken into account

**For Financial bid evaluation**
Presentation of the proposal and demo of the equipment, Quality of the work and equipment being offered, Commitment to perform, reasonable pricing quote, assurance to complete the work in time, financial soundness and fair trade practices are taken into account.

Note :-Quality of the work and equipment more or less being the same, the bidder with lowest offer price will be considered

Pricing more or less being the same the bidder with high quality of work and equipment will be considered.

The prices quoted for all Cameras and all wires, cables and equipment will be compared with prices available online both national website retailers and international retailers as on May 30th 2017. Any exorbitant price quote bids will not be considered. Bidders are advised to quote prices as per the market discounted rates.

*The IG Prisons is not under any obligation to accept the lowest Tender and reserves the right to accept/reject any or all tenders either in part or in full or to split the order to more than one tenderer, at his sole discretion without assigning any reasons thereof, which will be binding and acceptable to the all participating bidders.*

IMPORTANT CLAUSES AND CONDITIONS

1. **OPTION CLAUSE** :- The contract shall have an option clause, wherein the buyer can exercise an option to procure an additional 50% or less by 25% of the original contracted quantity in accordance with the same terms and conditions of the present contract. This shall be applicable within the mentioned rates of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. The department shall be at liberty to exercise or not to exercise the option.

2. **SECOND OPTION CLAUSE** :- The IG Prisons under Govt. approval may cancel the purchase order given to the selected bidder if the Bidder does not initiate the execution of work at the prisons within 14 days and the security deposit stands forfeited. Further IG prisons reserves the right to offer the same work to the bidder placed in the second place.

3. Any conditions/terms given in the technical or commercial bids by the vendors will not be binding on Prison Head Quarters Uttarakhand. All terms and conditions for the supply, delivery, testing and acceptance, payment, and penalty will be as given herein and no change in terms or conditions by the vendor will be accepted. Alterations if any, in the tender document should be attested properly by the bidder, failing which the tender will be rejected.
4. Bidders shall not make any assumptions while submitting their bids. Bidders are advised to attend a meeting for doubts and clarifications at Conference hall of Suddhowala Prison, Chakrata road, Dehradun on 23 May, 2017 at 1200hrs.

5. **PERFORMANCE SECURITY DEPOSIT**: To ensure due performance of the contract, the selected tenderer is required to submit a Security deposit of sum of 10% of the value of the proposed supply order in the form of bank guarantee/FDR of a Nationalized Bank payable in favour of Inspector General of Prisons, Prison Head Quarter Dehradun within 07 days of intimation. On receipt of above security money the supply order will be issued. In the event of non receipt of security deposit within 07 days of issuance of written intimation to the tenderer, the supply order would not be issued and earnest money is liable to be forfeited. The Performance Security deposit will be returned on successful completion of one year warranty period post completion of work.

6. **Liquidation Damages**: If the vendor fails to supply in full all deliveries with accessories, equipment and its components or fails to complete the implementation within the stipulated period in accordance with the supply order, the vendor shall pay to the purchaser liquidated damages @ 2% of the value of the Tender for each completed week of delay and will be deducted from the payment to be made to the bidder after completion of work. Failure to initiate the work within 2 weeks of the supply order, the IGPrisons will have the right to terminate the supply order and the security deposit stands forfeited. In such case no payments will be made to the Vendor/Bidder as to the expenses incurred by him thus far.

7. **LAWS GOVERNING THE CONTRACT**:
   
a- This contract shall be governed by the Indian laws in force.

b- The marking of all Items supplied must comply with the requirements of the Indian Acts relating to trade and merchandise marks and of the rules made under such acts.

c- Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.

8. **JURISDICTION OF COURTS**: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

In event of any breach or of default in all or any of the conditions set for in this contract, the purchaser may take and forfeit to itself any part there of or the whole amount of payment still due to the firm. As it may in its absolute discretion to compensate, reimburse or Indemnity in respect of loss or damage or inconvenience caused by reason of breach of default.

The action set for above shall not in any way affect, limit or extinguish any remedy or relief to which the purchaser may at any time be lawfully entitled against the supplier and the above actions shall not be deemed to relieve the supplier from any suit proceedings or prosecution to which he may be liable under any law for time being in force in respect of anything done by him or omitted.
9. One Non-Judicial Stamp paper of Rs. 100/- (One Hundred only) duly stamped having seal of firm and signatures of Vendor/representative should be submitted along with technical bid.

10. **Dispute Resolution Mechanism:**

If the dispute of any kind whatsoever arises between the buyer and the vendor in connection with or arising out of contract will be resolved in the first place by an Officer appointed by the The IG Prisons under approval from the Govt. or as the Govt. of Uttarakhand may decide to place a committee for the sake. The committee may co-opt any other officer, if required, for dispute resolution. This committee will serve as Dispute Resolution Board for the purpose.

11. **Arbitration:**

   a. All questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion of abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.

   b. An officer, not below the rank of Superintendent Jail will be appointed to act as arbitrator by the Inspector General Prisons, Uttarakhand.

   c. In extreme case, the request to appoint an arbitrator or panel of arbitrators may be sent to State Government. In this case the arbitrator will not be below the rank of Additional Secretary to the State Government.

12. **Guarantee/Warranty**

   i) The Supplier shall provide comprehensive on-site Guarantee/Warranty for all goods/equipment supplied under the Contract for a period of one year from the date of final installation of the System.

   ii) The Supplier must have a 24X7 onsite in Dehradun to provide maintenance service at site of installation.

   iii) If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.

   iv) The Supplier shall provide necessary firmware, Software updating free of cost during the warranty/guarantee period.

   v) The maintenance services, including spares shall be free of cost during the warranty/guarantee period.
vi) During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier within 24 hours from the time of such calls. The defective card/item/equipment etc. should be repaired on the same day at Purchaser’s location. In case of major defects requiring the defective card/item/equipment etc. to be taken to the Supplier’s workshop, it should be returned within two weeks duly repaired and the Supplier for the smooth operation of the System will provide an immediate substitute card/item/equipment. The to and fro transportation of the card/item/equipment etc. will be the responsibility of Supplier.

vii) Apart from the service/repair calls, the service engineer deputed by the Supplier will visit the site once every month to assess the serviceability of the System to carry out the Preventive Maintenance and diagnostics of the System during the Warranty Period.

viii) Delays in attending the calls and or repairing the defective card/item/equipment beyond time limit maximum one week, without providing the substitute, will attract penalties at the rate of 5% the cost of faulty equipment per day.

ix) If the Supplier fails to repair or replace the defective Equipment/Item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the Supplier’s Contract Performance Security.

13. Training of Jail staff at each Prison:

a. The Supplier shall provide, at every stage of installation, testing and commissioning of all facilities for adequate training of jail staff who may be deputed to work on the project.

b. The tendering firm should successfully operate the systems at each prison for one month and provide operational training to jail staff for one month in maintenance and repair. The boarding, lodging and traveling expenses of the Bidders training staff in this regard will be borne by the bidder himself

14. Site Preparation

Tenderer/Supplier will make a visit of site & submit a proposed installation diagram with detail of necessary/supporting equipments for satisfactory working of system with tender document. The Supplier shall provide site plan and equipment layout plan for the System.

15. The complete installation of the system at the Purchaser’s site shall be the responsibility of the Supplier.

16. The Systems are to be installed at the ten Prison locations as specified above.

17. Earthing for all the Equipment shall be the responsibility of the Supplier and to be carried out as per standard procedures.

18. Responsibility of Completion: Any fittings or item it may not be specially mentioned in the specifications but which are necessary are to be provided by the Supplier without any extra charge for completeness of the work under this Tender.
19. **Patent/Proprietary Rights:** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser’s country.

20. **Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.

21. Tenderers are advised to go carefully through the tender conditions and instructions and ensure compliance before submitting their tender. Conditions other than those mentioned in the tender notice shall not ordinarily be acceptable and such offers may be ignored.

22. No representation shall be accepted after opening of financial offer.

23. All the rules and guidelines for procurement of goods issued by the Uttarakhand Government will be applicable.

24. The attached e-tender document includes detailed instructions for the bidders. These should be complied by the vendors while submitting the e-tender.

25. The Inspector General Prisons Uttarakhand is empowered to accept or reject any e-tender without assigning any reason.
Technical Data Sheet

Note: The bidders should offer items better than or equal to the specifications mentioned below for each prison. They should also mention in the bid any physical item required but not mentioned below.

1. The CCTV System shall be Video Management based and shall provide viewing and recording of all the cameras. Provision for IP based real time connectivity with Prison Head Quarters at Dehradun in the near future.
2. The system is have auto synchronization with database and be compatible with Windows/Mac/linux software.
3. Weather proof FIX camera should from reputed company make only.
4. Following authorizations should be made available from the CCTV manufacturer:
   a) Technical compliance to the specifications vetted by Manufacturer.
   b) MAF from OEM is must for bidder.
   c) Authorization that the items quoted by the bidder are in production and would be serviceable for at-least 8 years from the date of tender. No obsolete products should be quoted.
   d) Compliance to the standards for the products listed.
   e) The manufacturer should have ISO certification.
   f) The bidder should have valid VAT registration preferably from Uttarakhand.
5. Service center in India if the contract is awarded, vendor shall have its office & service center preferably in Uttarakand.
6. All the CCTV products quoted must be CE, UL, FCC (Certification must be attached).
7. All the equipment of external fitment should be IP-66/ NEMA-4 complied (Certification must be attached).
8. Bidder must provide reference list of installation for similar products/components.
9. The warranty shall consist of repairing or replacing defective parts for a period of 3 years from the date of commissioning.
10. Firmware and software upgrades shall be free of charge during the warranty period.
11. ITR for last three years.
12. Turnover for similar work. Show figures for last three years.
13. Completion certificate with supply order / progress report of any similar past order.

General details of Equipment as required at each prison.

1. Atleast 3 Mega Pixel Fixed Day/ Night IR IP camera OR better as per the requirement.

2. Network Video Recorder as per the requirement for the Video storage with 32 TB (Expandable)

3. Client PC for NVR with 26” LED Monitor
4. 46” to 49” inch LED Monitors as per the requirement

5. UPS upto 5 KVA online with 1 Hours backup as per the requirement

6. Manageable Network Switches and related accessories as per the actual requirement of the site. Price should be quoted per Unit.

7. Non-Manageable Network Switches and related accessories as per the actual requirement of the site. Price should be quoted per Unit.

8. Network cable Accessories like Rack including Jack Panel and cable manager as per the actual requirement. Price should be quoted per Unit.

9. CAT 6 UTP Cable and other related network accessories as per the actual requirement of the site.

10. Weather proof outdoor box for installing UPSs/ Switches/ POE/ other network components in outdoor area as per the actual requirement of the site. Price should be quoted per Unit.

11. Media Converter

12. Six core Single mode Optical armored Fibre Cable. Fibre cable will acceptable overhead/ underground as required. Price should be quoted per meters.

13. 5 KVA Online 4 Hours Backup on full load

14. Running, Operation and maintenance for Surveillance Systems for 3 years Replacement Warranty Period (one skilled Operator & dedicated Service Engineer) for Operation (Bidder shall born all Expanses) and bidder shall impart training for one month to at least twelve jail staff in each prison to run the whole system.

Bidder to mention total cost of supply for each prison and cost for all prisons separately.
TECHNICAL SPECIFICATIONS

1. IP-Network Fixed Camera (Day & Night) with varifocal lens from reputed company such as (Sony/ Axis/ Honeywell/ pelco/ bosch/ samsung/ Mobotix)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Function</th>
<th>Specifications</th>
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<tbody>
<tr>
<td>1</td>
<td>Camera Specification</td>
<td>atleast 1/2&quot; 3MP CMOS sensor progressive scan with WDR&gt;100db</td>
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<tr>
<td>2</td>
<td>Effective Pixels</td>
<td>3 Megapixel or more (Color : 2048 X 1536) approx.</td>
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<tr>
<td>3</td>
<td>Single/ Dual sensor Cameras</td>
<td>Quote for single sensor systems.</td>
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<tr>
<td>4</td>
<td>Electronic Shutter</td>
<td>1/ 10,000 s or better</td>
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<tr>
<td>5</td>
<td>Exposure Control</td>
<td>Auto, Backlight compensation, Gamma settings</td>
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<tr>
<td>6</td>
<td>Focal Length</td>
<td>Preferably f=4-10mm / f= 12-36mm / f=4.5 to 13 mm providing about 2-3 X optical zoom. Quote for different options available for lenses. Lens should provide minimum 70 view angle.</td>
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<tr>
<td>7</td>
<td>IP/ Analog</td>
<td>IP, Preferably onboard storage</td>
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<tr>
<td>8</td>
<td>Lens Type</td>
<td>Vari-focal lens with auto iris</td>
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<tr>
<td>9</td>
<td>Minimum Illumination</td>
<td>1 Lx for color B/W : 0.5 Lux</td>
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<tr>
<td>10</td>
<td>White Balance Mode</td>
<td>ATW, ATW Pro or better</td>
</tr>
<tr>
<td>11</td>
<td>Zoom Ratio</td>
<td>Preferably 2-3x optical zoom, Preferably with e-PTZ function and Digital Zoom: 1-12x</td>
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<tr>
<td>12</td>
<td>Audio</td>
<td>Preferably with Compression, speech and Audio encoding. Built-in microphone. External microphone input, Audio output, External/ Internal microphone switch, two-way audio, audio mute.</td>
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</tbody>
</table>

2. Image Specification

| 1     | Compression Format/ Streaming | Preferably MJPEG/ H.264 ; MxPEG, M-JPEG, JPG, H.263 ; Up to 2 configurable frame rate/ bit rate streams for preview and recording preferably with e-PTZ, cropping, active adaptive streaming facility to tackle bandwith, CPU and storage overloading. |
| 2     | Frame Rate | 3 Megapixel Mode (H.264 and MJPEG) – 2048 x 1536; 1280 x 960; 640 x 480; 320 x 240. Full HD Mode (H.264 & MJPEG) – 1920 x 1080; 1280x720; 640 x 360: 320 x 180. Dual Streams – H.264 2048x 1536 (30fps) + H.264 2048 X 1536 (30fps) Triple Streams – H.264 1920 x 1080(30fps) x2 +H.264 1280x720 (30fps). 25/30fps in all resolutions. |
| 3     | Image control | Preferable functions for image control are: Configurable brightness, contrast, saturation, sharpness, white balance and exposure, Back light compensation (BLC), AGC, AWB, AES, Auto IRIS Control, Automatic, manual or scheduled day/ night mode, Flip & mirror, flicker compensation, privacy masks, IR Cut filter ON/ OFF, Time stamp and text caption overlay, adjustable image size, quality and bit rate. Picture- in-Picture; simultaneous delivery of full field of view and zoomed image. Camera with wide dynamic range (around 100dB or more) and low S/N ratio (around 45 dB or more) will be preferred. Camera temper detection |

3. Interface Specification

| 1     | I/O Port | Min: Sensor in X 1, Alarm out X 2 |
4  Network Specifications

1  Protocols  Preferable TFTP, HTTP, RTSP image transmission protocols, IP, TCP, UDP, ICMP, ARP, FTP, SMTP, DHCP, HTTP, RARP, BOOTP, SNMP, Telnet and TFTP protocols or a part of it.

2  Security  Password Protection, Https Encryption, User Access log, tampering Detection. Bidder to provide static I.P. at server level to watch cameras remotely.

5  General Specification

1  Operating Temperature/ Humidity  Preferably 32 to 122°F (0 to 50 °C) ; Humidity : 0% to 90% (non condensing) or better

2  Power Consumption  Preferably 8 W: Power supply : 230 volts AC, 50 Hz, Mains or Original DC adaptor supplied by manufacturer And/ or PoE support along with UPS

3  Housing  IP66

4  Certification  CE,FCC,UL

5  Alarm & Event  Preferable functions are: Built-in multi-window motion detection; Minimum Input x 1, Output x 1 for External Alarm & Sensor (DIDO); Triggered and scheduled events; tampering detection.

6  Operating System  Preferable Operating System Microsoft Windows VISTA or Microsoft Windows XP or other latest Microsoft windows OS.

7  Web Browser  Preferable Microsoft Internet Explorer or similar

8  Housing  IP 66 with IR led for about 30 Mtr.

6. NVR (Sony/Axis/ Honeywell/pelco/bosch/samsung)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Function</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>System Access Points</td>
<td>32 to 64 Video Channels, alarm defense zones, cards readers. clients</td>
</tr>
<tr>
<td>2</td>
<td>System Throughput</td>
<td>340 Mbps bandwidth throughput capacity or better</td>
</tr>
<tr>
<td>3</td>
<td>Recommend configuration</td>
<td>64-ch real-time recording video + 5-ch history video playback+5-ch streaming video forward</td>
</tr>
<tr>
<td></td>
<td>configuration parameters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(D1/25fps/2Mbps)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Processor (CPU)</td>
<td>Intel E3-1230 3.2GHz 64-bit, 4 Threads, 8 MB Cache or better.</td>
</tr>
<tr>
<td>5</td>
<td>RAM</td>
<td>8GB or better.</td>
</tr>
<tr>
<td>6</td>
<td>Graphics Card</td>
<td>Integrated with the first 2048MB DDR3 memory and 64-bit memory interface</td>
</tr>
<tr>
<td>7</td>
<td>Hard Disk</td>
<td>Enterprise class hard disk ITB, 3.5” 7200 RPM,SATA, 16 MB Cache or better</td>
</tr>
<tr>
<td>8</td>
<td>Network</td>
<td>2x 1Gbps Ethernet RJ-45 Port.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remote viewing with CIF.</td>
</tr>
<tr>
<td>9</td>
<td>RAID controller</td>
<td>IBM M5015 (6GB/s per port)</td>
</tr>
<tr>
<td>10</td>
<td>Operating system</td>
<td>Windows 10 Edition 64-bit</td>
</tr>
<tr>
<td>11</td>
<td>Database</td>
<td>SQL Server 2008 Express</td>
</tr>
</tbody>
</table>
12 IOPS 140,000 (Input/Outputs Per Second)
13 Condition Fault/error/overload and alarm (including
Monitoring disk/RAID/power/fan/temperature/IO performance)
14 Hardware Power supply and fan module redundancy (2xPFC)
15 Video Input IP mode access
16 Video Compression H.264, MPEG4, MPEG2, MJPEG
17 Video Resolution 1080p
18 Video Frame Rate At most 30 FPS (PAL)/30 FPS (NTSC) or better, support set variable
   code flow storage
19 Recording Mode Time and events, alarm, manual, trigger, continuous video
20 Recording Inquires For vehicle counting bidder will provide software based NVR.
21 Audio Codec G.711
22 Hard Disk HDD-4TB x 8 No’s
23 Slot Number 8 x 3.5” enterprise hard disk (SAS/ SATA)
24 Hard Disk Hot-Plug Support
25 RAID Level RAID 0, 1, 5
26 RAID Management Based on the Web browser mode, GUI configuration and
   management
27 RAID performance RAID banding change Settings and RAID flash
   SAS/ SATA hard disk mixed management mode
   Roll online flash and disk hot backup mechanism
   Disk medium detection and hard disk bad area isolation
   Data Snapshot copy function: Snapshot
   Different alarm information means: SNMP / Email
28 Power Input 100 – 240V AC, 50/60 Hz
29 Power Consumption Around 2 x 500W
30 Operating Temperature 0°C-35°C
31 Storage Temperature -40°C-65°C
32 Relative Humidity 8% - 90% non-condensing
33 Storage Expansion Provision should provide for expansion of storage through NAS or
   similar storage

7. Personal Computers (DELL/IBM/HP/LENOVO etc)

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Features</th>
<th>Specifications Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Processors</td>
<td>INTEL Core-i7CPU. Min 3.2 GHz. 6MB Cache or higher, FSB 1333Mhz or better.</td>
</tr>
<tr>
<td>2</td>
<td>Operation System Options</td>
<td>Microsoft Windows 10 Professional (64/32 bit)</td>
</tr>
<tr>
<td>3</td>
<td>Graphics</td>
<td>Full HD support with minimum 4 GB with HDMI port</td>
</tr>
<tr>
<td>4</td>
<td>Memory</td>
<td>8 GB RAM or more</td>
</tr>
<tr>
<td>5</td>
<td>Networking</td>
<td>Integrated Ethernet LAN 10/100/1000</td>
</tr>
<tr>
<td>6</td>
<td>Hard Drives</td>
<td>2TB SATA 7200 RPM</td>
</tr>
<tr>
<td>7</td>
<td>Accessories</td>
<td>22” LED Monitor, Standard Keyboards &amp; USB Mouse</td>
</tr>
</tbody>
</table>
8. UTP & Power cable

1. All the cables should be weatherproof, outdoor grade “as per BIS standard.
2. CAT-6 cable should user for camera termination. Both ends should have UTP I/O’s and the Patch Cords should be pre-molded, connectorised & reputed make.

9. Optical Fiber Cable (OFC) & Local Area Network (LAN) cabling

1. OFC should be TEE approved and reputed make. The Vendor has to submit the Manufacturer test reports along with OFC.
2. Cable Type: Minimum Single Mode12 core Optical Fiber. Armored outdoor type application.
3. Joint indicators for OFC cable are to be placed for every OFC joint.
4. The OFC cables are to be laid overhead.
5. OFC cable has to be spliced and jointed wherever required and tested by the vendor.
6. Fiber Distribution Infrastructure:– Racks to be placed in all the location in the building where the Network switches are terminated. OFC cables to be terminated fully for all cores in proper LIU’s using SC Adapter plates/couplers and pigtails.
7. OFC will form a star/ring/ as per requirement topology. Entire topology will work on 100/1000MBPS on TCP/IP LAN. The entire camera will be on same TCP/IP domain having IP address RRVY.KK.XX domain where only XX will be variable.

10. Online UPS

5 K VA Online UPS: -4 Hours Backup on Full Load for control room (Reputed Make) OEM service center in Uttarakhand.

11. Manageable switch

Manageable switch:-10/100/1000 24 Port Network Switch (Reputed Make)

12. Non Manageable Switch

Non-Manageable switch:-10/100/1000 8 Port Network Switch for Outdoor use (Reputed Make)

13. 46 to 49 inch LED TV Monitors to run 24x7 (LG/Samsung/Sony/Panasonic/Sanyo)

<table>
<thead>
<tr>
<th>Features</th>
<th>Specifications Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Picture/ Display</td>
<td>• Panel resolution: 1920 X 1080p</td>
</tr>
<tr>
<td></td>
<td>• Optimum resolution: 1920 X 1080@60Hz</td>
</tr>
<tr>
<td></td>
<td>• Brightness: 500 cd/m²</td>
</tr>
<tr>
<td></td>
<td>• Contrast ratio (typical): 1450:1</td>
</tr>
<tr>
<td></td>
<td>• Response time (typical): 5 ms</td>
</tr>
<tr>
<td></td>
<td>• Aspect ratio: 16:9</td>
</tr>
<tr>
<td></td>
<td>• Viewing angle (H/V): 178/178 degree</td>
</tr>
<tr>
<td></td>
<td>• PC: VGA</td>
</tr>
<tr>
<td></td>
<td>• AV input: HDMIx1, Component(BNC) x1, S-video x1,</td>
</tr>
<tr>
<td></td>
<td>Audio (L/R) x2, Composite (BNC) x1</td>
</tr>
<tr>
<td></td>
<td>• AV output: Composite (BNC) x1, Audio (L/R) x1</td>
</tr>
</tbody>
</table>
14. Media Converter

**Features**
- 10/100/1000 Gigabit Ethernet Stand-Alone
- Media and Rate Converter

**Specifications Required**
- 10/100/1000 Base-T (RJ-45) [100 m/328ft.] to 1000 Base-SC
- (1 or 2km Distance range /6562 ft.)

15. Weather proof outdoor box

**Specification**
All the junction boxes shall be out door (IP66) type with protection from the rain and water. Should have proper lock and key, suitable to mount the switches and required UPS. The junction box shall be floor mount type with required mounting accessories, power for the camera is required. Should have space for power Adapter, POE Ejector for camera, etc.

Notice :- Bidder to mention all other necessary item/equipment

**CHECK LIST FOR TENDERERS/BIDDERS**
Tenderers are requested in their own interest to check the following before they submit their bids:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earnest money deposit enclosed D.D.</td>
<td>Whether attached</td>
</tr>
<tr>
<td>2</td>
<td>PAN Account No. of the Firm.</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Valid Sales Tax registration certificate as where Firm situated</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Affidavit to procure supply install the offered equipment and operationalise the work.</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>Have you committed to complete the total work in the time indicated</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>Have you agreed the guarantee, conditions, clauses and validity of offer</td>
<td>Yes</td>
</tr>
<tr>
<td>7</td>
<td>Confirmation about availability of testing facilities as stipulated in the specifications/ tender enquiry?</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>Acceptance of all terms and conditions of Tender Enquiry including payment terms, Guarantee/ Warranty/Annual maintenance contract</td>
<td>Yes</td>
</tr>
<tr>
<td>9</td>
<td>Attached Duly signed copy of tender document.</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>Have you enclosed the following documents?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Technical compliance statement in the prescribed format with the details of deviations?</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>(ii) Photocopy of OEM Registration Certificate/Authorized dealership certificate.</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>(iii) Performance Statements duly vetted</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>(iv) Have you enclosed authorization certificate from OEM for supports the repair/spar/ accesses for periods of 8yrs</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>(v) Have you enclosed Authorized Service Centre lists in India</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>(vi) Copy of BIS License (if applicable)?</td>
<td>Yes</td>
</tr>
<tr>
<td>11</td>
<td>Special Documents for Fully Imported Stores (If applicable). Have you enclosed following documents?</td>
<td></td>
</tr>
</tbody>
</table>
### Table of Information

<table>
<thead>
<tr>
<th></th>
<th>Information</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Copies of bill of entries/ or any other document certified by customs authorities indicating MRP or assessable value for purpose of levy of customs duty including abetment charges. (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Classification and rate of customs duty on current financial year (if applicable)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>(iii)</td>
<td>Number of Demand Draft/F.D.R Earnest Money-(Validity not less than six months)</td>
<td></td>
<td>Demand Draft</td>
</tr>
<tr>
<td>12</td>
<td>Whether training to jail staff confirmed</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>Whether installation and commissioning and one month on site operation confirmed</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>Whether Net Dealers price (NDP) duly certified by auditor quoted in the price bid? (if applicable)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>15</td>
<td>I/We have read term &amp; conditions and agree it.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**PLEASE NOTE THAT NON-SUBMISSION OF THE ABOVE INFORMATION/DOCUMENTS MAKES THE OFFER LIABLE TO BE IGNORED WITHOUT ANY FURTHER REFERENCE TO THE BIDDER.**
IMPORTANT FORMS

BID FORM

Date:.........................................
Bid. Ref. No:....................................

TO: (Name and address of purchaser)

Sir/Madam,

Having examined the Bidding Documents and technical specifications and we offer as…………………. (Describe Manufacturer or Manufacturer's Authorized Representative) to supply and deliver the goods…………………………….. (Description of Goods and Services) in conformity with the said bidding documents

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period mentioned in the bid document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any bid you may receive.

The agreement shall be governed and construed in accordance with the laws of India and we agree to submit to the exclusive jurisdiction of the Indian Courts at Dehradun/Uttarakhand

I do here by solemnly affirm that all the information furnished with the offer is true and nothing material is concealed

Dated this ...... day of ......................... 20--

(Signature)  (in the capacity of)

Duly authorized to sign Bid for and on behalf of
DECLARATION

I/we hereby declare that I/We have read the terms and conditions of the e-tender and agree, abide by the same and by the decisions of the purchaser as per these terms and conditions.

No conditional clause in the quotation is acceptable. All offers will be considered without prejudice to the rights and privileges of the purchaser.

I / We acknowledge that I/We have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies/Services required under the contract will have to be made or furnished and with all the terms clauses, conditions, specifications and other provisions of the contract and I/We shall not plead ignorance of any of these as an excuse in case complaint against or rejections of supplies/services supplied by me/us with a view either to asking for enhancement of any rates agreed to in the contract or to evading of my/our obligation under the contract.

Company’s Stamp/seal

Signature……………………

(Authorised Signatory)

Dated:............................

Name
BID SECURITY FORM

Whereas .................................................(hereinafter called “the Bidder”) has submitted its bid dated ...........................................(date of submission of bid) for the supply of ............................................ (name and/or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE ...........................................(name of bank) of ...........................................(name of country), having our registered office at ...........................................(address of bank) (hereinafter called “the Bank”), are bound unto ...........................................(name of Purchaser) (hereinafter called “the Purchaser”) in the sum of ............................................. for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _________ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder

   (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

   (b) Does not accept the correction of errors in accordance with the ITB/GCC;

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

   (a) Fails or refuses to execute the Contract Form if required; or

   (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

(Signature of the Bank)

1 Name of Bidder
Financial bid form

Guidelines

1. Ten prisons, each should have separate finance bid
2. Final Consolidated Financial Bid for all prisons
3. Please mention Camera make, model and the price procured for each and every type of camera\textit{(note:-the price will be compared online and in the open market)}
4. No. of different cameras required for each prison with ref to sketch
5. Bidders may give cheap and best option as well highest quality option.
6. Details of make model of all equipment, TV monitors, cables, for each prison and their price
7. Transport, taxes, allother expenses per prison
8. Consolidated installation charges per prison and all prisons separately
9. Charges for One month onsite Operation and training of the Jail Staff.
10. Charges for One year warranty or Guarantee if needed.
11. Charges for three year Annual maintainance contract
12. Any other charges expenses worth mentioning.
13. The bidders are advised to carefully and neatly present the financial bids individually for each prison and a consolidated financial bid for all prisons for ease of comparison.
PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. .............. dated, ........... 20... to supply .................. .................................................(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ......................... ......................... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ......................... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .......day of ..............20......

Signature and Seal of Guarantors

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

Date..................20....

Address:...........................

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

...................................
PROFORMA FOR PERFORMANCE STATEMENT IN INDIA
(For a period of last three years)

Bid No. _______________________ Date of opening _________ Time _________ Hours

Name of the Firm _________________________________________________________

<table>
<thead>
<tr>
<th>Order Placed by (Full address of Purchaser with phone and fax number)</th>
<th>Order No. and Date</th>
<th>Description and quantity of ordered items</th>
<th>Value of Order</th>
<th>Date of completion of delivery</th>
<th>Remarks indicating reasons for late delivery, if any</th>
<th>Have the items been supplied satisfactorily and working properly. (Attach the certificates from the Purchaser/Consignee with contact address, Land line telephone Number, Fax Number and mobile number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

Signature and seal of the Bidder___________________________________________
___________________________________________________________________

Countersigned by Chartered Accountant

(Signature, Seal and full address of the CA)
Consignee’ Certificate for past performance

(To be given by consignee’s authorized representative or Head the Organisation)

1. Brief note on the work done and equipment installed in 250 words

2. Details of item make and model installed :

3. Name of Supplier/ Manufacturer :

4. No. of Units supplied :

5. Place of destination :

6. Name and address of consignee :
   Along with Tel. No. & Fax No.

7. Date of Receipt by Consignee :

8. Date of Satisfactory Installation. :

9. Performance grading : bad/good/excellent :

10. Signature of Authorized Representative of Consignee with date :

11. Name & Designation of the authorized Representative :

12. Seal of consignee/Head of the Organisation :
FORMAT FOR BANK GUARANTEE AGAINST COMPREHENSIVE MAINTAINENCE CONTRACT

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No:    _____________________________    Date:    _____________________________

To.....................................................................................................(Name of the Purchaser)

Whereas .................................................(Name of the Purchaser) hereinafter called “the supplier” has undertaken, in pursuance of Contract No................................. dated .............20........
To Supply ................................................... (Description of Goods and Services) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier’s performance obligations under the contract for Annual Maintainence and Repairs of the entire system including cost of spares after warranty period for next three years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs.................................................(Amount of Guarantee in words and figures) being 2.5% of the total cost of equipment and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil argument, any sum or sums within the limit of Rs...............................(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until....................day of  ............20.........

Signature and Seal of Guarantors.

....................................................
....................................................
....................................................
Date: ..............................20........

NOTE:
SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
CONTRACT FORM

THIS AGREEMENT made the ......day of................................., 20... Between..............................................(Name of purchaser)of ....................(Country of Purchaser) (Hereinafter called "the Purchaser") of the one part and

........................................ (Name of Supplier) of .................... (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ............................................(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ........................................... (Contract Price in Words and Figures)(Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) The Bid Form and the Price Schedule submitted by the Bidder;
   (b) The Schedule of Requirements;
   (c) The Technical Specifications;
   (d) The General Conditions of Contract and restrictions;
   (e) The Special Conditions of Contract; and
   (f) The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>BRIEF DESCRIPTION OF GOODS &amp; SERVICES</th>
<th>QUANTITY TO BE SUPPLIED</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
<th>DELIVERY TERMS</th>
</tr>
</thead>
</table>

   TOTAL VALUE:

   DELIVERY SCHEDULE:

   IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

   Signed, Sealed and Delivered by the
   said .................................................. (For the Purchaser)

   in the presence of:........................................

   Supdt.Prison Head quarters

   Signed, Sealed and Delivered by the
   said .................................................. (For the Supplier)

   in the presence of:........................................
INSTRUCTIONS TO BIDDER

1. Cost of Bidding
The Bidder shall bear all costs associated with the preparation and submission of its bid, and Office of The Inspector General, Prisons, Dehradun, Uttarakhand hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Bidding Documents
The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
   1. Instruction to Bidders (ITB);
   2. General Conditions of Contract (GCC) and Restrictions
   3. Schedule of Requirements (details of demands of goods, consignees, services, etc.)
   4. Technical Specifications;
   5. Bid Form;
   6. Price Schedules;
   7. Bid Security Form;
   8. Contract Form;
   9. Performance Security Form;
   10. Performance Statement Form;
The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3. Clarification of Bidding Documents
Bidders are advised to attend a meeting at their own cost for all doubts and clarifications at Conference hall of Siddhouwala Prison Chakrata road Dehradun on 23 May 2017 at 1200hrs

4. Amendment of Bidding Documents
   1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
   2. All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by email or by fax, and will be binding on them.

5. Language of Bid
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.

6. Documents Constituting the Bid
The bid prepared by the Bidder shall comprise all the documents according to bid document.

7. Bid Form
The Bidder shall enclose the complete furnished Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.
8. **Bid Prices**

The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods and services it proposes to supply under the Contract. Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids shall not be taken into account for evaluation and shall not be considered for award. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. **Documents Establishing Bidder’s Eligibility and Qualifications**

1. The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction, at the time of submission of its bid.

3. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
   (a) That the Bidder has the financial, technical, and capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements to this end, all bids submitted shall include the following information:
      (i) The legal status, Industrial Registration/Municipal Registration for factory license/Companies act Registration and principal place of business of the company or firm or partnership, etc.;
      (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested Performa given in the bid document).

10. **Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents**

1. The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

2. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
   (a) a detailed description of the essential technical and performance characteristics of the goods;
   (b) a list giving full particulars, necessary for the proper and continuing functioning of the goods, following commencement of the use of the goods by the Purchaser; and
   (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
   (d) For purposes of the commentary, the Bidder shall note that standards for workmanship/material by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

11. **Bid Security/Earnest Money Deposit**

The Bidder shall furnish, as part of its bid, a bid security/Earnest Money Deposit in the amount as specified.

1. The bid security/Earnest Money Deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

2. The bid security/Earnest Money Deposit shall be denominated in Indian Rupees in the form of a demand draft, in favour of Inspector General Prison Head Quarter, Dehradun, and be submitted
Inspector General of Prisons Head Quarter, Dehradun in its original form and remain valid for a period of 60 days beyond the original validity period of bids,

1. Any bid not secured with bid security/ Earnest Money Deposit will be rejected by the Purchaser as non-responsive.

2. Unopened or Unsuccessful bidder's bid securities/ Earnest Money Deposit will be returned as promptly as possible, as but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

3. The successful Bidder's bid security/ Earnest Money Deposit will be discharged upon the Bidder signing the Contract, and after furnishing the performance security.

4. The bid security/ Earnest Money Deposit may be forfeited:
   (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant it GCC; or
   (b) in case of a successful Bidder, if the Bidder fails:
      (i) to sign the Contract in accordance with GCC; or
      (ii) to furnish performance security in accordance with the terms and conditions.

12. Period of Validity of Bids

1. Bids shall remain valid for 60 days after the deadline for submission of bids prescribed by the Purchaser, A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by email or telex or fax). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

13. Format and Signing of Bid

1. The bidder shall prepare two separate bid copies, clearly marking each for Technical Bid and Financial Bid

2. The Bidder shall prepare two separate copies of the technical bid and financial bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

14. Deadline for Submission of Bids

1. Bids must be received by the Purchaser at the address specified (a) no later than the time and date specified in the Invitation for Bids In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received on the appointed time on the next working day.

2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Opening of Bids by the Purchaser

1. At the time of opening of bids being declared a holiday for purchaser’s office, the due date for submission and opening of bids will be the following working day at the appointed time.

2. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.

3. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

4. The Purchaser will prepare minutes of the bid opening.
16. Clarification of Bids
During evaluation of technical bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

17. Preliminary Examination
1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer, shall be treated as non-responsive.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
3. Prior to the detailed evaluation the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Force Majeure, Limitation of liability, law Taxes & Duties and other important documents as per ITB,GCC, Schedule of Requirements, if there is any Special conditions in the technical specification will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the Combi Tools of the bid itself without recourse to extrinsic evidence.
4. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner indicated in ITB and in the Technical Specifications:
6. Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
7. delivery schedule offered in the bid;
8. Other specific criteria indicated in Schedule of requirements or Technical Specification.

18. Delivery Schedule: Total Stores in single supply and single execution of work in 30 days.

19. Award Criteria
The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the high quality lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily within the time limit.

20. Purchaser's right to vary Quantities at Time of Award
The Purchaser reserves the right at the time of Contract award to increase 50% or decrease by 25% of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

21. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids
The Purchaser reserves the right to accept or reject any bid or all the bids at any time of the bidding procedure without assigning any reasons
22. Notification of Award
1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
2. The notification of award will constitute the formation of the Contract.
3. Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify the name of the winning bidder will discharge its bid security
4. If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
5. Contract should ordinarily be awarded to the high quality lowest price evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.

23. Signing of Contract
1. At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. Within 07 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser along with the Performance security deposit.

24. Performance Security
1. Within 07 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
2. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
3. Performance security should remain valid for a period of sixty five days beyond the date of completion of all contractual obligations of the suppliers/bidders.
4. Bid security should be refunded to the successful bidder on receipt of performance security.

25. Affidavit for non convicted etc…
Enclose a Notarized affidavit that our firm not being debarred/ Blacklisted/ prosecuted by Central Govt. or any state Govt. departments for breach of agreement etc…
GENERAL CONDITIONS OF CONTRACT AND RESTRICTIONS

1. Definitions - In this Contract, the following terms shall be interpreted as indicated:
   1. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
   2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
   3. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
   4. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
   5. “GCC” means the General Conditions of Contract contained in this section.
   7. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
   8. “Day” means calendar day.

2. Country of Origin
   1. For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
   2. The origin of Goods and Services is distinct from the nationality of the Supplier.

3. Turnover
   Certified of gross sales turnover of supplying establishment of past three years, certified by Charted Accountant.

4. Sale Tax/Trade Tax
   The bidder should submit a copy of their sale tax/Trade Tax registration certificate and latest sale/Trade tax clearance certificate
5. **Standards**

The Goods supplied under this Contract shall either conform or exceed the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned institution.

6. **Use of Contract Documents and Information**

1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2. Any document, other than the Contract itself, enumerated shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

3. The supplier shall permit the purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by the officers appointed by the purchaser, if so required by the Purchaser.

7. **Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

8. **Performance Security**

1. Within 07 days after the Supplier’s receipt of Notification of Award, the Supplier shall furnish Performance Security in favour of Inspector General, of Police, Police Headquarter, Dehradun to the Purchaser for an amount of 10% of the contract value, valid up to 45 days after the date of completion of performance obligations including warranty obligations.

2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

3. The Performance Security shall be denominated in Indian Rupees

4. A Bank guarantee issued by a nationalized/scheduled bank located in India in the form provided in the bidding documents or another form acceptable to the Purchaser

5. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 65 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.
6. In the event of any contract amendment, the Supplier shall, within 07 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 45 days after the completion of performance obligations including warranty Obligations.

7. If the supplier fails to perform any duties in the contract period or any breach of contract, the performance Security shall be forfeited.

9. **Inspections and Tests**

   1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

   2. The inspections and tests may be conducted on the premises of the final destination of the goods and execution of work. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

   3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

   4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

10. **Packing**

   1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration.

   2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

11. **Delivery and Documents**

    Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The goods and services are to be delivered at the individual prisons.
12. **Insurance**

1. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

2. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

13. **Transportation**

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

14. **Payment**

Payment for Goods and Services shall be made as follows:

1. The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice in triplicate describing, as appropriate, the Goods delivered and the Services performed, and upon fulfillment of other obligations stipulated in the contract.

2. All payments will be made after the execution of the work.

15. **Prices**

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized or in the Purchaser’s request for bid validity extension, as the case may be.

16. **Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. **Delays in the Supplier's Performance**

1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

2. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
18. **Liquidated Damages**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct 2% per week of the contract price from the Contract Price, as liquidated damages, of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. After two weeks of nonperformance the Purchaser may terminate the Contract and the Security deposit is forfeited.

19. **Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services.

20. **Force Majeure**

1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. **Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be
without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

22. Termination for Convenience

1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, and the date upon which such termination becomes effective.

2. The Goods that are complete and ready for shipment within 10 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
   
   (a) to have any portion completed and delivered at the Contract terms and prices; and/or
   
   (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

23. Settlement of Disputes

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of any issue which a notice has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

4. Arbitration proceedings shall be conducted in accordance with the rules of procedure.

5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

6. Arbitration proceedings shall be held at Dehradun, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

7. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation,
presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

24. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

25. Governing Language

The contract shall be written in English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

26. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

27. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods and execution of the work to the Purchaser.

28. Fraud and Corruption

The Bidders shall observe the highest standard of ethics during bidding, procurement and execution of this contracts. In pursuit of this policy, the purchaser defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non-competitive levels; and
(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

Purchaser have the right to verify their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the purchaser. The IG Prisons has the right to terminate the supply order and forfeit the security deposit if any faulty information is found at any time later. In such case no payment will be made in relation to any expenses thus far incurred by the supplier.