



UTTAR PRADESH POLICE RADIO HEADQUARTERS, MAHANAGAR LUCKNOW - 226006

Fax No. 0522-2335346	E-Mail : radiohq@nic.in
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E-Bid REFERENCE	:	E-325/2020 (इक्यूमेन्ट) ए
PUBLISH DATE FOR E-TENDER	:	07.09.2020
E-bid submission start date & time (submission of e-tender fee, EMD and other supporting documents in PDF/ XLS format)	:	09.09.2020 on 1100 hrs http://etender.up.nic.in
LAST DATE AND TIME FOR UPLOADING OF E-Bids	:	08.10.2020 till 1200 hrs.
DATE AND TIME OF OPENING OF ONLINE TECHNICAL E-Bid	:	08.10.2020 at 1300 hrs.
PLACE OF OPENING OF ONLINE E-Bids	:	UP Police Radio HQRS., Mahanagar, Lucknow-226006
ADDRESS FOR COMMUNICATION	:	IGP/Director, Telecom UP Police Radio Hq, Mahanagar, Lucknow-226006 E-MAIL: radiohq@nic.in, digtechnical@gmail.com
COST OF E-BID DOCUMENTS	:	Rs. 2,600/- (+ 18% GST)
E-BID EMD	:	Rs. 17,500/-

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

E-TENDER FORM

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NOTICE INVITING BIDS (NIB)

उ0प्र0 पुलिस रेडियो विभाग द्वारा निम्न उपकरणों/उपकर्मिकाओं के क्रय हेतु ई-निविदा आमंत्रित की जाती है-

आइटम न0	उपकरण/उपकर्मिका नाम	कुल मात्रा	प्रतिभूति धनराशि (ई0एम0डी0)	निविदा फीस (डिमाण्ड ड्राफ्ट द्वारा)	सम्पूर्ति का स्थान
1	2	4	5	6	7
1	Accessories for Functional old Radio & Installation Material	As per BOQ	रु0 17,500/-	2,600/- + Taxes (18%) जीएसटी	उ0प्र0 पुलिस रेडियो मुख्यालय, लखनऊ

नियम एवं शर्तें:-

- इस ई-निविदा की नियम एवं शर्तें एवं विस्तृत विवरण उ0प्र0 सरकार की वेबसाइट <http://etender.up.nic.in> एवं <https://uppolice.gov.in> पर भी उपलब्ध है। इच्छुक निविदादाता उ0प्र0 सरकार की वेबसाइट <http://etender.up.nic.in> पर ही अपनी निविदायें ऑन लाईन सबमिट/अपलोड कर सकते हैं।
- निविदा शुल्क की स्कैन कॉपी निविदा के साथ ई-निविदा पोर्टल <http://etender.up.nic.in> पर भी अपलोड करना होगा एवं निविदा दाता को ई-निविदा खोले जाने से पूर्व निविदा शुल्क (उपरोक्त अंकित) का डिमाण्ड ड्राफ्ट/बैंकर्स चेक जो "पुलिस महानिरीक्षक/निदेशक, दूरसंचार, पुलिस रेडियो मुख्यालय, महानगर, लखनऊ" के पक्ष में देय हो, रेडियो मुख्यालय, महानगर लखनऊ में जमा करना अनिवार्य होगा, अन्यथा उनकी बिड Unresponsive मानते हुए कोई विचार नहीं किया जायेगा।
- धरोहर धनराशि (EMD) राष्ट्रीयकृत/शिड्यूल बैंक का डिमाण्ड ड्राफ्ट/बैंकर्स चेक/बैंक गारण्टी के रूप में पुलिस महानिरीक्षक/निदेशक, दूरसंचार, पुलिस रेडियो मुख्यालय, महानगर, लखनऊ के नाम/पक्ष में बन्धक तथा लखनऊ में देय होना अनिवार्य है, जिसकी स्कैन कापी आनलाईन अपलोड करना अनिवार्य होगा। निविदा प्रक्रिया पूर्ण हो जाने अर्थात् निविदा की तकनीकी एवं वित्तीय बिड्स खोले जाने के उपरान्त निविदादाता द्वारा मूल धरोहर धनराशि (EMD) व्यक्तिगत रूप से विभाग/कार्यालय को प्रस्तुत किये जाने होंगे। निविदा की तकनीकी एवं वित्तीय बिड्स खोले जाने के उपरान्त निविदादाता द्वारा धरोहर धनराशि (EMD)सम्बन्धी डिमाण्ड ड्राफ्टस/पे आर्डर्स/प्रतिभूति प्रमाण-पत्र मूल रूप से प्रस्तुत नहीं किये जाने पर निविदादाता के विरुद्ध कानूनी कार्यवाही की जायेगी तथा उसका पंजीयन निरस्त कर काली सूची में डालने की भी कार्यवाही की जायेगी।
- निविदादाता/बिडर द्वारा ई-निविदा से सम्बन्धित धरोहर धनराशि (EMD) एवं निविदा शुल्क को छोड़कर इससे सम्बन्धित कोई भी अभिलेख जैसे-तकनीकी निविदा प्रपत्र एवं वित्तीय निविदा प्रपत्र आफलाइन मूल रूप में जमा नहीं किया जायेगा।
- निविदा प्रपत्रों के परीक्षण एवं उपकरणों के प्रदर्शन के दौरान विभाग आवश्यकतानुसार तकनीकी बिड के अभिलेखों को मूल रूप में मंगाकर देख सकता है।
- यदि किसी निविदादाता फर्म द्वारा तकनीकी निविदा एवं वित्तीय निविदा से सम्बन्धित कोई भी अभिलेख मूल रूप में आफलाइन/कूरियर के माध्यम से जमा कर दिया गया तो उसे सम्बन्धित फर्म को वापस कर दिया जायेगा तथा उसकी निविदा पर विचार नहीं किया जायेगा।
- निविदा डालते समय प्रक्रिया की पूर्ण जानकारी/ट्रेनिंग अथवा किसी अन्य कारण से शर्तों को पूर्ण न कर पाने/बाधित हो जाने के कारण निविदा न पड़ने पर विभाग की कोई जिम्मेदारी नहीं होगी।

8. कोई भी निविदादाता जो उपरोक्त निविदा तिथि से पूर्व राज्य सरकार द्वारा काली सूची में दर्ज हो, वह निविदा प्रक्रिया में भाग नहीं ले सकता है।
9. विशिष्ट परिस्थितियों में निविदा जमा/खोलने का स्थान व तिथि में यदि कोई परिवर्तन होता है तो इसकी सूचना उ०प्र० पुलिस वेबसाइट <https://uppolice.gov.in> पर प्रदर्शित/अपलोड कर दी जायेगी।
10. निविदा अपलोड करने व खोलने आदि का पूर्ण विवरण एवं समय सारिणी निविदा की शर्तों में उल्लिखित है।
11. इस निविदा को पूर्ण रूप से निरस्त करने या बिना कारण बताये आंशिक/पूर्ण संशोधन एवं निविदा में सम्मिलित किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का अधिकार अपर पुलिस महानिदेशक(दूरसंचार) उ०प्र० को होगा।
12. प्रश्नगत उपकरण/उपकर्मिकायें वित्तीय भाव पत्र खुलने के पूर्व यदि GeM Portal पर उपलब्ध हो जाते हैं तो उपरोक्त ई-टेंडर स्वतः निरस्त समझा जायेगा।
13. निविदादाता/बिडर द्वारा जो प्रपत्र अपलोड किये जायें वे पठनीय होने चाहिए अन्यथा निविदा पर विचार नहीं किया जायेगा।
14. उपरोक्त निविदा के सम्बन्ध में अधिक जानकारी सी०यू०जी० संख्या-9454402615 से प्राप्त की जा सकती है।
15. इस अल्पकालिक ई-निविदा की कार्यवाही निम्न सारणी के अनुसार की जायेगी :-

1. निविदा का वेबसाइट पर प्रकाशन एवं उपलब्धता की तिथि	दिनांक 07.09.2020 को समय 1100 बजे
2. बिडर्स द्वारा अपलोडिंग प्रारम्भ की तिथि	दिनांक 09.09.2020 समय 1100 बजे से
3. बिडर्स द्वारा अपलोडिंग की अन्तिम तिथि	दिनांक 08.10.2020 समय 1200 बजे तक
4. तकनीकी निविदा खोलने की तिथि (Online)	दिनांक 08.10.2020 समय 1300 बजे
5. उपकरणों एवं उपकर्मिकाओं के प्रदर्शन की तिथि	दिनांक 15.10.2020 से 17.10.2020 तक (सम्भावित)
6. वित्तीय भाव पत्र खोलने की तिथि (Online)	दिनांक 19.10.2020 समय 1100 बजे (सम्भावित)

उप महानिरीक्षक(पुलिस दूरसंचार) प्राविधिक
 उ०प्र० पुलिस दूरसंचार मुख्यालय,
महानगर-लखनऊ।

2- INVITATION FOR e-Bids

THIS INVITATION FOR E-BIDS IS FOR THE SUPPLY OF EQUIPMENT/ACCESSORIES OF VHF DIGITAL RADIO STATIC/MOBILE SET FOR UP POLICE RADIO HQ.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in instruction given in the tender should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> and UP Police website <http://uppolice.gov.in> from **07.09.2020**. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of tender document	Tender notice & e-tender document has been published over e-procurement website http://etender.up.nic.in and http://uppolice.gov.in and Tender document will be available from 07.09.2020
(b)	Availability of tender document on website	07.09.2020 at e-procurement website http://etender.up.nic.in and http://uppolice.gov.in
(c)	E-bid submission start date & time (submission of e-tender fee, EMD and other supporting documents in PDF/ XLS format)	09.09.2020 on 1100 hrs http://etender.up.nic.in
(d)	E-bid submission end date & time	08.10.2020 till 1200 hrs
(e)	Online technical e-bid opening date & time	08.10.2020 at 1300 hrs
(f)	Online financial e-bid opening date & time (Only of technically qualified bidders)	19.10.2020 at 1100 hrs (Tentative)
(g)	Venue of opening of technical & financial e-bids	UP Police Radio HQ, Mahanagar, Lucknow
(h)	Contact officer	Sunita Sharma DIG, Police Telecom Mobile no : 9454402612 Telephone no: 0522-2334022
(i)	Cost of e-bid document	Rs. 2,600/- (+ 18% GST)
(j)	E-bid Earnest Money	Rs. 17,500/-

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table through online through e-Tender portal in favor of **IGP/Director (Telecom), U.P., Lucknow** payable at Lucknow. The scanned copy of the Receipt of Online payment through e-Tender portal must be enclosed / uploaded along with the e-Bids.
5. Bidders must quote for all the items in a schedule in the Technical Bid and in the price schedule/BOQ of financial bid. The bids of bidders who will not quote for all the items in technical and financial bids shall be rejected.

6. All e-Bid must be accompanied by e-Bid Security/Earnest Money Deposit (EMD) in the form of Online through e-Tender portal / **Demand Draft / Bankers cheque / Bank Guarantee from Scheduled Bank**, drawn in favour of **IGP/Director (Telecom), U.P., Lucknow**. The scanned copy of the e-Bid e-tender fee/EMD must be submitted along with the e-Bid and Tender fee the original should reach the UP Police Radio Hq at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid Security (Earnest Money) deposited with the UP Police Radio HQ.
7. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's/OEM representative will be required to be produced.
8. The DG/ADG (Telecom) reserves the right to cancel any or all the e-Bids/e-Bid process without assigning any reason thereof. The decision of DG/ADG(Telecom), UP Police Radio Hq will be final and binding.
9. In the event of date specified for e-Bids opening being declared a holiday for UP Police Radio Hq office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
10. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
11. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC along with registration fee participating in this e-tender and other e-tenders of U.P. Govt. departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees. The companies/firms may contact the officials on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extension: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.

3- GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF E-TENDER

(A) DOCUMENTS REQUIRED TO FILL E-TENDER FORM

1. All the certificates/documents mentioned in the e-tender notice/tender form or details of which are attached with the tender form must be uploaded by the Bidders and should be valid and up-to-date.

2(i) If the Bidder is an Agent/Dealer/Supplier, they should upload the authority letter of their principal fulfilling under mentioned conditions. Proforma enclosed as **Annexure-A**.

(a) The Bidding firms (if not manufacturer of the item) should submit along with their offer, an authority letter from their principals (who should be manufacturer) that they are their authorized agents / dealers.

(b) It should clearly bring out the relation of principal and agent/dealer as the case may be. It should speak of territory and activities assigned to the agent/dealer.

(c) The principal should commit themselves through this authority letter for short comings / defects / substandard supplies / supplies not according to norms or law of land etc. and shall be solely accountable for quality of product. Principal should also clearly mention that the rate quoted by agent/dealer is reasonable.

(d) It must be mentioned in the authority letter that quoted item and principal have not been black listed in the past.

(e) The authority letter should be speaking and specific. Vague authority letter or any business letter shall not be considered as an authority letter and such offer may be ignored out rightly.

(f) Bidding firm, if an agent or dealer of OEM, must upload valid agency/dealer agreement copy attested by public notary.

(g) The Bidder must provide a declaration certificate on stamp paper worth Rs. 100.00 duly notarized that they will support the quoted item for the maintenance for its prescribed life as detailed in technical offer (Proforma enclosed as Annexure : A-1)

2(ii) If the bidder is OEM then the bidder will provide declaration certificate on non judicial stamp paper worth Rs. 100/- that they will support the quoted item for the maintenance for its prescribed life as detailed in technical offer (Proforma enclosed as Annexure : B)

3. It shall be the duty of the Bidder as well as principal to inform the U.P. Police Radio Hqrs regarding any material change that takes place in the above agreement during the finalization / pendency of the contract. Failure to do so, may entail civil as well as criminal liability and this, without prejudice, lies with the U.P. Police Radio Hqrs., rights to cancel the order or take such necessary action as it may deem fit.

4. Bidders must upload valid GST registration certificate

5. Bidder must submit the copy of the e-tender fee deposited (E-tender fee may be deposited in the form of Demand Draft in favor of IGP/Director(Telecom), U.P. Police Radio Hqrs., Lucknow.) and scan copy shall be uploaded on website for e- tender.

6. Bidders will have to provide an affidavit on non-judicial stamp paper worth Rs. 100/- that their firm/Company has no criminal back ground and they are not involved in any criminal activity.

7. Bidders will have to provide an affidavit on non-judicial stamp paper worth Rs. 100/- that their firm and the equipment, which they are offering, are not black listed by any department/authority on the date of submission of this E-Bid.
8. Bidder will provide signed Power of attorney authorizing to sign the e-tender document (Proforma enclosed, Annexure-C).
9. Bidder may authorize his representative with Letter of authority signed by authorized signatory to take part in bid opening.

(B) GUIDELINES FOR PREPARATION OF e-Bid

1. After opening of the e-tender any change in the rates shall not be acceptable and offer will summarily be rejected.
2. In case, any required document(s)/paper(s) is short at the time of submission of e-tender, the Bidder, may give the reasons of non-submission of papers in their technical offer. Decision of PC (Purchase Committee) will be final in this regard.
3. Bidder (Authorized person) shall sign the offer and all the enclosures being submitted by them with their designation, seal and date.
4. Mention full technical details of your items specifications-wise as desired in the e-tender notice.
5. Mention if there is any deviation in your offer in comparison to that of desired specifications.
6. The bidder shall quote separately in the downloaded spread sheet file for Price Schedule/BOQ unit price (Bidder must include GST and other Tax/Duty applicable on Govt. In case it is not mentioned, total quoted will be presumed to include GST and other Tax/Duty on the Govt.) of each item.
7. Quoting any conditional discount which affects the quoted rates shall not be acceptable and such offer shall be rejected out rightly. Any discount given on quoted price as a whole shall however be acceptable.
8. No representation shall be entertained after opening online financial bid of e-tender.
9. Every page of the e-tender document must be numbered.
10. In Technical offer, Index should be made with page number.
11. In case any bidder opts to offer more than one product, he will have to upload e-tender separately.
12. Period of validity of the e-bid should at least be 180 days from the date of opening the e-bid.
13. All the e-tenders so received will first be scrutinized to see whether the e-bidders meet the basic requirements as incorporated in the bidding documents. The e-tenders, when fail to meet the basic requirements, are to be treated as unresponsive and ignored.
The following are the important points, for which e-tender may be declared as unresponsive and may be ignored, during the initial scrutiny:
 - (1) The e-tender is not in the prescribed form (where forms are prescribed)
 - (2) The e-tender is unsigned.
 - (3) The Bidder is not eligible, e.g. The e-tender enquiry condition says that the bidder has to be a registered SSI unit; but the Bidder is a Large Scale Unit.
 - (4) The e-tender validity period is shorter than the required period.

- (5) Required EMD has not been provided.
- (6) The Bidder has quoted for goods manufactured by a different firm/company without the required authority letter from the proposed manufacturer.
- (7) Bidder has not agreed to give the required performance security.
- (8) The goods quoted are sub-standard, not meeting the required specifications etc.
- (9) Against a schedule in the List of Requirement (incorporated in the e-tender document), the Bidder has not quoted for the entire requirement as specified in that schedule, e.g. e-tender says in the schedule that the Bidder will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment and the Bidder has however, quoted only for supply of the equipment.
- (10) The Bidder has not agreed to some essential condition(s) incorporated in the e-tender document, e.g. Some such important essential conditions are – terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/utility/performance of the required goods, etc.

13. The evaluation of Financial Bid for L1 will be inclusive of all Taxes.

14. Correction of arithmetic errors in Financial Bids

If a bid is substantially responsive, the bid evaluation committee shall correct arithmetical errors on the following basis, namely:

- (a) 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, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected accordingly;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. If there is such discrepancy in an offer, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the purchaser, the e-tender is liable to be ignored.

(C) EARNEST MONEY, PERFORMANCE SECURITY MONEY AND WARRANTY CONDITIONS

Wherever, Earnest money and Security Money is asked for, the same shall have to be submitted as desired along with the Technical offer. Offers without E.M.D./Security, if asked for, will be ignored. E.M.D./Security should be enclosed with technical offer.

1. Earnest Money (Bid Security)

All e-Bid must be accompanied by e-Bid Security/Earnest Money Deposit (EMD) in the form of Online through e-Tender portal / **Demand Draft / Bankers cheque/** Bank Guarantee (Proforma enclosed Annexure-D) from any of the Nationalized/scheduled commercial Bank, drawn in favor of **IGP/Director (Telecom), U.P., Lucknow**. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original tender fee should reach the UP Police Radio Hq at Lucknow on opening of financial Bid and No Interest would be payable on e-Bid Security (Earnest Money) deposited with the UP Police Radio HQ.

1.1 Validity of EMD

The EMD should remain valid for a period of 45 (forty five) days beyond the final e-tender validity period. This time period must be indicated in the bidding documents. Should it become necessary to extend the validity of the bids and the bid securities, the Procuring Entity should request in writing all those who submitted bids for such extension before the expiry date thereof. Bidders shall have the right to refuse to grant such extension without forfeiting their bid securities. The bidders who refuse to grant the procuring entity's request for an extension of the validity of their bids and bid securities, will have their bid securities returned to them. They shall be deemed to have waived their right to further participate in the bidding.

1.2 Forfeiture of EMD

EMD of a bidder will be forfeited, if the bidder withdraws or amends his e-tender or impairs or derogates from the e-tender in any respect after expiry of the deadline for the receipt of e-tender but within the period of validity of his e-tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, his EMD will be forfeited.

1.3 Refund of EMD

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, at the earliest after expiry of the final e-tender validity period but not later than 30 (thirty) days after conclusion of the contract. EMD of the successful bidder shall be returned, without any interest whatsoever, after receipt of performance security from him as called for in the contract.

1.4 EXEMPTION OF EMD

Units having registration with NSIC/DI/**State Public Sector (SPS) undertaking/** micro and small enterprises and industrial co-operation with in Uttar Pradesh registration for tendered items only, shall be eligible for consideration for exemption from EMD as per prevailing rules of U.P.Govt.

- 2. Security Money (Performance Security)** :-Successful bidder/bidders will have to execute purchase agreement deed along with a deposition of security money/ Performance Security

- 2.1 Performance Security may be furnished in the form of Fixed Deposit Receipt or Bank Guarantee. A sample format of Bank Guarantee for performance security is enclosed (Annexure-E).
- 2.2 In case, Performance Security is taken in the form of Fixed Deposit Receipt/Bank Guarantee, it should be pledged in favour of **of IGP/Director (Telecom), U.P., Lucknow**
- 2.3 The Performance Security should be equivalent to 5% (Five percent) of the value of the contract, rounded to the nearest multiple of hundred.
- 2.4 Performance Security is to be furnished within 15 (Fifteen) days from the date of notification of the award/letter of acceptance and it should remain valid for a period of 30 (Thirty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations..

2.5 Forfeiture of Performance Security

Performance security shall be forfeited and credited to Government Account in the event of a breach of contract by the supplier, in terms of the relevant contract.

2.6 Refund of Performance Security

Performance Security shall be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 30 (Thirty) days of completion of all such obligations under the contract including warranty obligations.

(D) Submission of e-Bid

1-The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

- 1.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 11.
- 1.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using

the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 1.1 above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 1.1 and 1.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 1.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for whom the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 1.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 1.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details and Financial e-Bid documents as per Price Schedule/BOQ of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ)

schedules/packets can be clubbed together to make single different files for each label.

- 1.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 1.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 1.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

(E) Withdrawal and Resubmission of e-Bid

- 1.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- 1.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Purchaser, to return back the e-Bid EMD as per the manual procedure.
- 1.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security.
- 1.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 1.4 to 1.7 of submission of e-bid.

- 1.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 1.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(F) Warranty period

1. Warranty period of Radio Set accessories is 01 year.
2. During warranty period the supplier will have to ensure that all the complaints relating to defects and non-functioning of equipment are addressed to and rectified within seven days of information given by the U.P. Police Radio Headquarters, Lucknow, failing which a proportionate amount, at the discretion of Director General Of Police/ Addl. Director General of Police Telecom, will be deducted from the security deposit given by the supplier firm/company to the U.P. Police Radio Headquarters, Lucknow and the company/firm may also be black listed for future.

(G) Force Majeure

1. Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, earthquake, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
2. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.
3. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 (Twenty one) days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. There may be a Force Majeure situation affecting the purchase organisation only. In such a situation the purchase organisation is to take up with the supplier on similar lines as above for further necessary action.

(H) SUPPLY OF MATERIAL

1. Details of the delivery period must be mentioned. Unless, specially ordered, all goods must be delivered at Radio Headquarters within March 2020 of the receipts of supply order by the suppliers.
2. Dealer/agent being bidder shall have to ensure dispatch of item direct from factory premise to purchaser, if so desired.
3. The supplier will supply items/material/equipment strictly in numbers specified in BOQ for each items and strictly as per technical specifications provided by U.P. Police Radio Headquarters, Lucknow.
4. When goods are ordered F.O.R., station of destination, the supplier shall be required to bear all risks of loss, leakage or damage and shall deliver the goods in good order to the consignee at the destination i.e. U.P. Police Radio Headquarters, Lucknow, where the testing/inspection of the items will be performed to check its workability.
5. Packing cases, containers, gunny packages, etc. which may be used for purposes of packing and which is delivered with stores will not be returned or paid for.
6. If all the ordered equipments are not supplied within the specified period then the supply order issued, may be cancelled besides taking recourse to other legal/ contractual provisions.

(I) DEMONSTRATION, INSPECTION AND TEST REPORTS

1. Those firm who qualify the process of evaluation of technical bid, will have to demonstrate the equipments before the technical committee of the Radio Headquarters as per procedure and schedule laid down by the Radio Headquarters, Lucknow at short notice. The concerned firms whose demonstration will be satisfactory as per the required specifications will be timely intimated about exact date & time of opening of financial bids.
2. Copy of the test reports, UNDER STANDARD TEST CONDITIONS about the equipments will have to be submitted to the department, when asked for.
3. It will be the responsibility of the firm to satisfy the department about proper functioning of the equipments according to specifications provided with the e-tender form.
4. The supplier will provide the equipments for demonstration/trial in as many numbers and at the place as asked by the technical committee.

(J) TERMS OF PAYMENT

1. ½ % rebate must be allowed by the firm on timely payment i.e. within 30 days from the supply of complete material at Radio Headquarters. This is to be pointed out in technical offer itself.
2. 100% payment shall be made only after satisfactory delivery and testing of equipments.
3. Final payment shall be made after satisfactory inspection and functioning of the equipments. TDS will be deducted as per prevailing rules.

(K) OTHER CONDITIONS

1. It shall be the responsibility of the bidding firms to present themselves on the date of Technical & Financial bid opening and meeting thereof and acquaint themselves with the shortcomings.
2. If any regulatory act is applicable to the items, copy of clearance by the competent authority should also be enclosed.
3. If OEM doesn't have its service centre in India, then it's dealer/distributor must have service centre in India, which may be visited by a committee constituted by U.P. Police Radio Headquarter, Lucknow to ascertain it's capability in repairing/maintenance of supplied equipments.
4. Firms will have to provide documents such as operation Manuals, user manuals, and other relevant materials along with each equipment, free of cost.
5. Firms will have to train staff for handling/operation/servicing/repair of the equipments without any charges.
6. In the event of any dispute arising out of or concerning this supply, the decision of Director General of Police/ Addl. Director General of Police, Telecom, UP will be final.
7. Without prejudice to any other remedy provided by the law, any amount due from the supplier to the Government of UP, may be recovered by deduction from the bill raised or from the security money deposited.
8. At any stage, even after delivery if it is found that the make/model/specifications of the goods or materials supplied are different from the offered ones, order may be cancelled and penalty may be imposed accordingly, including black listing the supplier company/firm.
9. Any effort by a bidder to influence the purchaser in its decision on bid evaluation, bid compression or contract award may result in rejection of the bidder's bid.
10. The supplier firm will ensure and provide Compliance Certificate for the Technical specifications of Items quoted.
11. Purchase committee may ask for hard copy of Technical bid for evaluation, which is uploaded by the Bidder.
12. DG/ADG(Telecom) U.P. Police Radio Hqrs reserves the right to accept or reject any e-tender either in part or in full without assigning any reason thereof.
13. The supplier firm must have made at least three supply orders of same items in govt. / semi Govt. offices in last 02 years.
14. To use, practice and observe all the best, clean, ethical, honest and legal means and behavior maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto, for which an 'Integrity Pact' as per prescribed Annexure-F should be submitted by the bidding firm.
15. The OEM should be in production line at least for the 05 years since date of supply.
16. In the event of any legal dispute arising out of this tender the jurisdiction will be that of Lucknow court only.

4- CONDITIONS OF AGREEMENT

1. The agreement is to last till but in the event of any breach of the terms of agreement at any time on the part of the supplier the agreement shall be terminated summarily by the U.P. Police Radio Hqrs Mahanagar, Lucknow without any compensation to the supplier.
2. The goods or materials to be supplied under the agreements are to be of the same quality in every respect to the patterns of sample demonstrated and approved by the U. P. Police Radio HQRS.
 2. A The goods to be supplied as per technical specification as ordered by IGP/Director Telecom and will be received at Radio Headquarters by authorized officer. Receipt will be provided to the supplier for the same.
3. U.P. Police Radio HQRS may (by written notice) call upon the supplier to supply additional goods or materials to serve as samples, and on such written notice the supplier shall be bound to supply additional samples of goods or materials, such additional samples should be in all respects of the same quality of sort as the first sample supplied.
4.
 - (a) All rates are to be based on delivery, securely packed, and F.O.R., station nearest to suppliers or indenting Officer *or destination* as asked for in the e-tender notice i.e. U.P. Police Telecom. Hqrs, Mahanagar, Lucknow.
 - (b) When goods are ordered **F.O.R.** station on destination, the supplier shall be required to bear all risks of loss, leakage or damage and shall deliver the goods in good order to the consignee as mentioned in the indent.
5. Unless, Specially ordered, all goods must be delivered to Radio Headquarters within 30 days of the receipts of supply order by the suppliers.
6. U.P. Police Radio HQRS or any of the experts attached to the Industries Department of the Indenting Officer or any other Officer or person duly authorized in writing by the U.P. Police Radio HQRS shall have power to inspect the stores before, during and after manufacture, collection, dispatch, transit of arrival and to reject the same or any part or portion, if he or they be not satisfied that the same is equal according to the sample of specifications in weights, quantity and number etc.
7. Goods, materials rejected or refused on the ground of inferior quality or any other ground shall be removed by the supplier at his own risk and expense within ten days after notice has been received by him of such rejection.
8. After satisfactory and timely supply of the goods, the supplier will send bill in four copies to the IGP/Director, Telecom. The payment will be made after the satisfactory PDI of the goods.

Payment shall ordinarily be made within one month of delivery. However no additional amount be paid for delay in payments. All payments shall be subjected to the deduction of any amount to which the supplier may be or render himself liable under the terms of this agreement.
9. GST and TDS will be deducted as per prevailing rules.
10. Packing cases, containers, gunny packages, etc. which may be used for purposes of packing and which are delivered with stores will not be returned or paid for, unless specially stipulated.

11. The supplier firm shall not sub-let or assign this contract without the written permission of the U.P. Police Radio HQRS. In the event of the supplier sub-letting or assigning this contract without such permission, he shall be considered as having thereby committed breach of this contract and further action will be taken against the supplier.
12. In the event of the suppliers not being in strict accordance with these conditions or Supplies not being delivered within the time allowed, the U.P. Police Radio HQRS may recover from the supplier as liquidated damages and not by way of penalty the sum of 0.5 percent of the value of the said goods or materials per week subject to the maximum of 10 percent of the value of the said goods or materials. Further, it shall be lawful for the U.P. Police Radio HQRS or the Indenting Officer to purchase the required articles or any suitable quality obtainable in the open market at the risk and cost of the supplier, who in addition to the liquidated damages aforesaid shall be liable for any loss or damages caused by the said purchase. The U.P. Police Radio HQRS shall alone be entitled to adjudge upon the penalty or compensation or damages due for delay in performance, as also to adjudge upon the advisability of taking other suitable action. If the delay shall have arisen from any cause which the U.P. Police Radio HQRS may declare in writing to be a reasonable, such additional time may be allowed as may be considered necessary in the circumstances of the case. In such a case he may also forego the whole or any part of the aforesaid liquidated damages but not the other loss or losses.
13. In case of non-performance in any form or shape of the conditions of this agreement the U.P. Police Radio HQRS shall have power to annul, rescind or cancel the agreement and upon notifying in writing to the supplier that he has so done. His firm will also be debarred for the Uttar Pradesh Police Radio Hqrs. contracts for such periods, as decided by U.P. Police Radio HQRS, Lucknow.
14. In the event of any dispute arising out of or concerning this Agreement (except as to any matters the decision of which is specially provided for this Agreement), the same shall be referred to the arbitration of an arbitrator nominated by the DG/ADG(Telecom) U.P. Police Radio HQRS, Lucknow and an arbitrator nominated by the supplier, or in the case of the supplier or the said U.P. Police Radio Headquarters failing to nominate an arbitrator within the time fixed in the notice to be served on him by the said U.P. Police Radio Headquarters or the supplier, as the case may be, by the arbitrator, nominated by the said U.P. Police Radio Headquarters and the supplier or in case of disagreement between the said arbitrators to an umpire appointed by them and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on the parties. The arbitrators/arbitrator /umpire may from time to time with the consent of the parties enlarge the time for making and publishing the award.
15. In the event of any legal dispute arising out of this tender the jurisdiction will be that of Lucknow court only.
16. Without prejudice to any other remedy provided by the law any amount due from the supplier to the Governor will be recoverable as arrears of land revenue and may also be recovered by deduction from any amount due from the supplier to the Governor on any account under any other transaction.
17. During warranty period the supplier will have to ensure that all the complaints relating to defects and non-functioning of equipment are addressed to and rectified within seven days

of information given by the U.P. Police Radio Headquarters, Lucknow, failing which a proportionate amount, at the discretion of Director General Of Police/ Addl. Director General Of Police Telecom, will be deducted from the security deposit given by the supplier firm/company to the U.P. Police Radio Headquarters, Lucknow, and the company/firm may also be black listed for future.

18. Warranty period of the equipments will be counted from the date of satisfactory PDI of the equipment.
19. The supplier will replace/repair the defective equipment during warranty period at his own risk and expense within 07 days.

5-e-Bid FORM for Technical Offer

Date :

To :

The Director General of Police/Addl. Director General of Police, Telecom
U.P. Police Radio Hq.,
Mahanagar, Lucknow (U.P.) - 226 006

Dear Sir:

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver (*Description of Goods and Services*) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract of the e-Bid Document and will supply the equipment and warranty and other related items/materials as per the Technical Specifications of the e-Bid documents for Radio Hq UP. We further undertake that we fulfill the Qualification Requirements and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, service support details, capability statement and the required e-Bid EMD for item wise in the form of online payment through e-Tender portal <http://etender.up.nic.in> / **Demand Draft / Bankers Cheque / Bank Guarantee** from any **Nationalized Scheduled Bank**, pledged in favor of IGP/Director, Telecom, U.P. Lucknow is furnished with this e-Bid form.

Item no.	Name of Equipments	EMD	Yes/ No
1	2	3	4
1			

We further undertake that if our e-Bid is accepted, we will deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our e-Bid is accepted, we will obtain the performance guarantee of a bank in the form prescribed by the Purchaser for a sum equivalent to 5% of the Contract Price for the due performance of the Contract

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

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

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

Dated this day of 20.....

(Signature)

(in the capacity of)

Duly authorized to sign e-Bid for on or behalf of

5.1- TECHNICAL OFFER

E-TENDER No.....

The bidder should furnish the following details to be pre-qualified for the price bid opening.

(Note- Please strike off whichever is not applicable)

Sl.	Description	To be filled by Bidder	Reference Page No. of Tech. bid
1	Name of the organization		
2	Year of Incorporation		
3	Nature of organization: - <ul style="list-style-type: none"> ▪ OEM or ▪ Authorized dealer/distributer 		
4	Address of the Registered office of bidder with phone number and fax No. & email		
5	Registration No. GST: (Self-attested copy of the document to be attached)		
6	Audited balance sheet of the just concluded year and the previous two years (documents to be attached)		
7	Income tax return statements of the just concluded year and the previous two years (documents to be attached)		
8.A	If bidder is OEM then enclose-		
	i) Registration/incorporation certificate of OEM for manufacturing of similar product.		
	ii) Details of store manufactured during last three years, specifying each item separately.		
	iii) Full address of factory or workshop owned by bidder(documentary proof be attached)		
8.B	If bidder is manufacturer's Dealer then enclose-		
	i) Name and Address of each manufacturer		
	ii) Registration/incorporation certificate of OEM for manufacturing of similar product.		
	iii) Letter of authority In the case of distributor (or) dealer the bidder must enclose a letter of Authority (proforma enclosed as annexure-A) from the Principals as per condition No. 2 of <u>DOCUMENTS REQUIRED TO FILL E-TENDER FORM.</u>		
	iv) Agreement copy between OEM and authorized dealer (bidder) attested by public notary.		
9	Details of OEM/Dealer/Distributor Service Centre, to provide services for the supplied equipments in India (Address with phone number and fax number & e-mail)		

10	i	Please mention make and model.		
	ii	Technical Specification - Upload original pamphlets or downloaded from OEM website with specification datasheet and mention the Website, Upload required certifications and test reports as asked in the Technical Specifications.		
	iii	Mention 'Yes' or 'No' in front of required Technical Specification given along with the e-tender form by the Police Radio Hqrs.		
	iv	Minimum 10 persons of the organization should be trained for operation, servicing and repairing of offered equipments free of cost.		
	v	The firm must provide warranty period of VHF Radio Set accessories- 1 years		
	vi	In case any fault occurs in any of the equipments during warranty period, the supplier firm shall make arrangement to repair or replace within 07 days after intimation received or shall make stand-by arrangement to provide new equipments.		
	vii	All the trainings/after-sales/warranty services shall be provided at the consignee's address		
	viii	The Bidder must provide a declaration certificate on stamp paper of worth Rs. 100.00 duly notarized that they will support the quoted item for this maintenance for its prescribed life (Performa enclosed as annexure : A-1 for dealer & annexure-B for OEM)		
11	Name of the Government agencies and other organizations, to whom the supply of same Items were made in the preceding two years (enclose copy of major purchase orders and other documents)			
12	Earnest Money Deposited D.D. No: DATE : Name of the Bank: Amount (in Rs.):			
13	Detail of E-tender form fee deposited			
14	Indicate your delivery schedule (against the various activities listed) Letter of award :D Signing of Agreement :D+ days Supply of equipments :D+ days			

15	½ % rebate will be allowed on timely payment i.e. within 30 days from the complete supply of material at Radio Headquarters.		
----	--	--	--

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

Signature

Company Seal (Authorized Signatory)

Name:

Date:

6- e-Bid FORM for Financial Offer

Date :

TO : (Name and address of Purchaser)

Dear Sir :

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver.....(Description of Goods) inconformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this e-Bid, and hereby undertake that we accept all terms and the conditions of the contract of the e-Bid Document and will supply the required equipment as per the Technical Specifications of the e-Bid documents. We further undertake that we fulfill the qualification requirement and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required e-Bid security in the form of Fixed Deposit Receipt or Bank Guarantee in any Nationalized Scheduled Bank, pledged in favor of IGP/Director, Telecom, UP Police Radio Headquarters, Mahanagar, Lucknow are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, for supply, installation of equipment, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our e-Bid is accepted, we will obtain the performance guarantee of a bank in the form prescribed by the Purchaser for a sum equivalent to 5% of the Contract Price.

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

Until a formal contract is prepared and executed, this e -Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this day of 20.....

(Signature & Name of Official)

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of

6.1- FINANCIAL OFFER

To be submitted online in following format-



Item Wise BoQ

Tender Inviting Authority: A.D.G. POLICE TELECOM, UP POLICE RADIO HEADQUARTER, LUCKNOW

Name of Work: THIS INVITATION FOR E-BIDS IS FOR THE SUPPLY OF EQUIPMENT/ACCESSORIES OF WIRELESS BASED PA SYSTEM.

Contract No: E-85/2019 (PA)

Name of the Bidder/ Bidding Firm / Company									
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Qty	BASIC RATE In Figures To be entered by the Bidder in INR Rs. P	UNIT GST Amount in INR Rs. P	Total GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes Rs. P	TOTAL AMOUNT With Taxes Rs. P	TOTAL AMOUNT In Words
1	2	3	3	4	6	5	6	7	8
1	PA SYSTEM								
1.01	PA Horn With Driver unit	ITEM 1				0.00	0.00	0.00	INR Zero Only
1.02	-----	ITEM 2				0.00	0.00	0.00	INR Zero Only
1.03	-----	ITEM 3				0.00	0.00	0.00	INR Zero Only
1.04	-----	ITEM 4				0.00	0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							

7- CHECK LIST FOR SUBMITTING OFFERS
निविदा डालने के बारे में चेक लिस्ट (मुख्य बिन्दु)

क्र०	विवरण
1	Authority Letter, if authorized signatory of the e-tender is not participating, the representative should come with authority letter
2	Power of attorney for authorized signatory as per Annexure-C
3	Documents of year of incorporation of bidder.
4	Documents of year of incorporation/registration of OEM.
5	टेक्नीकल बिड के महत्वपूर्ण बिन्दु—
(i)	As per technical offer 8A-iii Documentary proof of manufacturing factory/workshop address
(ii)	यदि निविदादाता फर्म डीलर/डिस्ट्रीब्यूटर हो तो Principals से टेक्नीकल ऑफर प्रपत्र के बिन्दु सं०—8 B-iii एवं Documents required to fill e-tender form की शर्त संख्या—2 को पूरा करते हुए निर्धारित प्रारूप पर Authority Letter संलग्न करें। (As Annexure-A)
(iii)	Agreement copy of dealership
(iv)	GST (attach self attested documents.)
(v)	Audited Balance Sheet & income tax return statements of the just concluded year and the previous two years. (attach documents)
(vi)	Details of service centres (Address/Phone/Fax/ e-mail) registration no. details copy attached
(vii)	(a) Mention Make & model of the each equipment being offered
(vii)	(b) Upload original or downloaded pamphlets from OEM website with specifications data sheet.
(vii)	(c) Declaration certificate on stamp paper of Rs. 100.00 duly notarized that they will support the quoted item for installation, testing and commissioning & maintenance for its prescribed life (Performa enclosed as Annexure : A-1 for dealer & Annexure-B for OEM)
(vii)	(d) Enclose required certification/test reports. Mention "Yes" or "No" in front of departmental Technical Specifications provided by the deptt. regarding compliance by the offered equipment.
(viii)	Valid EMD, as desired in E-tender Notice and e-tender form
(ix)	E-tender form fee deposition proof.
6	निविदा सूचना की शर्त के अनुसार रू० 100.00 के स्टाम्प पेपर पर फर्म एवं ऑफर किये जा रहे उपकरणों को काली सूची में न डालने विषयक शपथ-पत्र।
7	निविदादाता द्वारा रू० 100.00 के स्टाम्प पेपर पर उनकी आपराधिक पृष्ठभूमि न होने तथा न ही किसी आपराधिक गतिविधि में सम्मिलित होने विषयक शपथ पत्र।
8	निविदादाता द्वारा सम्पूर्ण टेण्डर डाक्युमेंट पर पृष्ठ संख्या अंकित करना तथा प्रत्येक पृष्ठ समुह हस्ताक्षरित करना।
9	निविदादाताओं द्वारा सम्पूर्ण टेक्नीकल बिड के सम्बन्ध में (Index) इण्डेक्स बनाकर संलग्न करना।
10	Name of govt. agencies with copy of supply order, to whom supplies of similar items sets has been made in preceding two years.
11	Integrity Pact as per Annexure-"F".

8- PROFORMA FOR AUTHORITY/UNDERTAKING LETTER

We.....(Name of OEM) hereby declare that we are the OEM of the (Name of product). We are manufacturing (Name of product) since (year of incorporation of OEM).

We.....(Name of OEM) hereby declare that in respect of items/equipment tendered against e-tender notice no.----- dt.----- M/S.....(Name of bidder firm) is our authorized..... (Relationship between the bidder firm and OEM). We undertake to ensure that -

- 1.We will support the quoted equipments for the maintenance including supply of spare parts for its prescribed life.
- 2.We will be accountable for any shortcomings/defects/substandard supplies/supplies not according to norms or law of land & will be accountable for quality of products.
- 3.Quoted items and we..... (Name of OEM) have not been blacklisted by any Government department/authority in the past.
- 4.We undertake to inform to U.P. Police Radio Headquarters in case any material change that take place in the above item/equipments/ agreement between OEM and dealer/distributer during the finalization/pendency of the contract.
- 5.We undertake that the rates quoted are reasonable.

Signature

(For and on behalf of OEM)

Seal

9- DECLARATION

We.....(Bidder Firm) hereby declare that in respect of items/equipment tendered, we against e-tender notice no.----- dt.-----, We are the authorized----- (Relationship between the bidder firm and OEM) vide OEM's authority letter No.-----Dtd-----.

We undertake and ensure that -

- 1.We will support the quoted equipments for the maintenance including supply of spare parts for its prescribed life.
- 2.We will be accountable for any shortcomings/defects/substandard supplies/supplies not according to norms and law of land & will be accountable for quality of products.
- 3.The rates quoted are reasonable.
- 4.Quoted items and we..... (Name of bidder) have not been blacklisted by any Government department/authority in the past.
- 5.We undertake to inform to U.P. Police Radio Headquarters in case any material change that take place in the above item/equipments/agreement between OEM and dealer/distributer during the finalization/pendency of the contract.

Signature

(For and on behalf of Bidder)

Seal

9- DECLARATION

We.....(Name of OEM) hereby declare that we are the OEM of the (Name of product). We are manufacturing (Name of product) since (year of incorporation of OEM).

We.....(Bidder Firm) hereby declare that in respect of items/equipment tendered, we against e-tender notice no.----- dt.-----,

We undertake and ensure that -

- 1.We will support the quoted equipments for the maintenance including supply of spare parts for its prescribed life.
- 2.We will be accountable for any shortcomings/defects/substandard supplies/supplies not according to norms and law of land & will be accountable for quality of products.
- 3.The rates quoted are reasonable.
- 4.Quoted items and we..... (Name of bidder) have not been blacklisted by any Government department/authority in the past.
- 5.We undertake to inform to U.P. Police Radio Headquarters in case any material change that take place in the above item/equipments/agreement between OEM and dealer/distributor during the finalization/pendency of the contract.

Signature

(For and on behalf of Bidder)

Seal

10- AUTHORITY LETTER FOR SIGNING E-TENDER DOCUMENTS

We, M/s _____ (Name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms _____ (Name and residential address) who is presently employed with us and holding the position of _____ as our attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our e-tender for the supply of _____ (Name of the equip/items), including signing and submission of the e-tender response, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the e-tender agreement is entered into with _____ (client) and thereafter till the expiry of the e-tender agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Authority Letter and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2016

(Signature and Name of authorized signatory)

Seal of the firm Company

11- MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas (hereinafter called the “bidder”) has submitted their offer dated..... for the supply of(hereinafter called the “e-tender”) against the purchaser’s e-tender enquiry No.

KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (hereinafter called the “Purchaser) in the sum of for which payment will 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 of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the bidder withdraws or amends, impairs or derogates from the e-tender in any respect within the period of validity of this e-tender.
- (2) If the bidder having been notified of the acceptance of his e-tender by the Purchaser during the period of its validity
 - (a) Fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

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 the two conditions, specifying the occurred condition or conditions.

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

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name and address of the Bank / Branch

12- Model Bank Guarantee Format for Performance Security

To,

The Governor of Uttar Pradesh

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after 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 scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW 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 limits 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.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name and address of the Bank / Branch

13-PROFORMA FOR INTEGRITY PACT (IP)

Integrity Pact (IP)

(To be given on letter head of the Supplier/Original Equipment Manufacturer (OEM), as the case may be, duly signed by the authority having legal power of attorney to bind the firm/company)

This Integrity pact (hereinafter called the IP) is a fidelity agreement between the Supplier (which include all their employees, agents, consultants and also their OEM, if any) who are registered/seeks registration or awarded/seeks Contract(s)/Rate Contract(s) (RCs) on one hand and State Purchase organisation (SPO) or any other procuring entity (PE) (hereinafter called the SPO/PE which include all its employees/officials/officers working as Public Authority) on the other.

2. Under this IP, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behavior maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of SPO/PE shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favor of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelisation, collusion, which are not limited to, but also include the following:

(a)Collusive bidding: Collusive bidding can take form of an agreement among bidders to divide the market, set prices, or limit production. It can involve 'wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.

(b)Bid rotation: In bid-rotation scheme conspiring bidders continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.

(c)Cover Bidding: Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.

(d)Bid suppression: Bid-suppression schemes involve agreements among competitors in which one or more firms/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.

(e)Market allocation: Competitors carve up the market and agree not to compete for certain, customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm/company etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform SPO/PE if any such activity is on. The party further agrees that he will not give bribe, speed money and gifts to any public official of SPO/PE and will not commit any offence in contravention of relevant IPC/PC Act or any Indian law in force.

4. The party hereby agrees that while canvassing order, they will not provide any inducement of the indenter, whether directly or indirectly including cash and non cash both pre, during and post procurement action and inform the SPO/PE if any such event is unfolding for which SPO/PE on assessment of the issue will refer the matter to the concerned administrative authority.

5. In case of failure or default in terms of this IP the Public Authority will be subjected to actions prescribed under the Government Servant Conduct Rules/Discipline and Appeal Rules etc. including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- (a) Cancellation of Contract/Rate Contracts (RCs)
- (b) Cancellation of Registration
- (c) Forfeiture of all securities and performance Bank Guarantees
- (d) Refusal to grant Registration and contracts/RCs for further period of 3 (three) years
- (e) Suspension and/or banning the business dealings for period upto 3 (three) years
- (f) Any other administrative or penal actions as deemed fit.
- (g) Action under IPC/PC Act and other relevant laws of the country.

6. It has been further agreed that the actions as aforesaid except that at 5(g) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the SPO/PE, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

7. It has been also agreed prescribing that within 30 (thirty) days of such orders passed by SPO/PE, the aggrieved party shall have the right to appeal to the Principal Secretary/Secretary, Micro, Small and Medium Enterprises, Government of Uttar Pradesh, Lucknow and till the time a decision is taken on such appeal, the decision of SPO/PE would be in-force unless otherwise specifically ordered by the Principal Secretary/Secretary.

8. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of SPO/PE forming integral part of all the affairs and transactions with and in relation to SPO/PE.

Signature on behalf of Supplier Firm/Company.....

Name and designation/capacity of signatory.....

Full address of the Supplier Firm/Company.....

Seal and Stamp of the supplier Firm/Company.....

Place:

Date:

To

.....

.....

14- TENTATIVE BOQ

SL.	Name of item	QTY.
Accessories for functional old Radios and Installation material		
(i)	Mike Assembly -GM-338	56
(ii)	Mike Assembly- TK-7100	71
(iii)	Mike Assembly- TK-7160	50
(iv)	Mike Assembly- ICF-5023	115
(v)	Mike Lead- GM-338	29
(vi)	Mike Lead- TK-7160	14
(vii)	Mike Lead- ICF-5023	30
(viii)	Mike Lead- TK-7100	15
(ix)	Whip Antenna- GM-338	200
(x)	Whip Antenna- TK-7100	20
(xi)	Whip Antenna- XIRM-8668	25
(xii)	Whip Antenna- ICF-5023	52
(xiii)	Magnetic Antenna- GM-338	33
(xiv)	Magnetic Antenna- ICF-5023	20
(xv)	Helical Antenna- GP-338	301
(xvi)	Helical Antenna- TK-270G	8
(xvii)	0 dB GP Antenna- GM-338	250
(xviii)	3 dB GP Antenna- GM-338	15
(xix)	Battery Lead- ICF-5023	20
(xx)	Patch Card for Digital Radio	10
(xxi)	BNC	155

15- TECHNICAL SPECIFICATIONS

Accessories for functional old Radios and Installation material

(i to xix) Suitable accessory for mentioned make of radio set.

(xx) Suitable Patch card for Motorola Digital VHF mobile radio set XIRM8668i

(xxi) Suitable BNC for VHF analog radio sets.