

अल्पकालिक द्वितीय निविदा सूचना

उत्तर प्रदेश पुलिस रेडियो मुख्यालय, महानगर, लखनऊ – 226006

निविदा संख्या: ई-299/2016

दिनांक: अक्टूबर-26 2016

निम्नलिखित उपकरणों के क्रय हेतु दो प्रतियों में टेक्निकल एवं वित्तीय भाव पत्र अलग-अलग मुहरबन्द आमन्त्रित किये जाते हैं:-

क्र०		उपकरण/उपकर्मिका का नाम	कुल मात्रा	प्रतिभूति राशि (रु० में)	टेण्डर फीस (रु०)		सम्पूर्ति का स्थान
					नकद	बैंक ड्राफ्ट द्वारा	
1	i	डिजिटल वीएचएफ स्टे०/ मोबाइल सेट मय सहवर्ती उपकरण एवं उपकर्मिकाएं	300	2,00,500 / -	25,000 / -	25,100 / -	उ०प्र० पुलिस रेडियो मुख्यालय, महानगर, लखनऊ
	ii	डिजिटल वीएचएफ हैण्ड हेल्ड रेडियो सेट मय स्पेयर बैटरी एवं चार्जर सहित	339				

2. उपरोक्त उपकरणों की आपूर्ति हेतु इच्छुक फर्म किसी भी कार्य दिवस में रेडियो मुख्यालय से टेण्डर फीस नकद जमाकर अथवा निर्धारित धनराशि का डिमाण्ड ड्राफ्ट डाक से भेजकर निविदा फार्म प्राप्त कर सकती हैं। विभाग के कार्यालय का फैक्स नं. 0522-2335346 है।

3. इच्छुक फर्म निविदा फार्म उ० प्र० पुलिस की वेबसाइट www.uppolice.gov.in के Police Units > Telecom > Tender से डाउनलोड करके भी निविदा में प्रतिभाग कर सकती हैं, जिसके लिये निर्धारित निविदा फार्म का शुल्क केवल डिमाण्ड ड्राफ्ट के रूप में पुलिस महानिरीक्षक/निदेशक, दूरसंचार उ०प्र० लखनऊ (IGP/Director, Telecom, UP, Lucknow) के पक्ष में निविदा लिफाफे में उपलब्ध कराया जाना आवश्यक होगा। उपकरणों की तकनीकी विशिष्टियाँ (स्पेशिफिकेशन), बीओक्यू एवं निविदा की अन्य शर्तें निविदा फार्म में उल्लिखित हैं।

4. निविदा के साथ दर्शायी गयी प्रतिभूति राशि/अर्नेस्ट मनी(EMD) डिमाण्ड ड्राफ्ट, बैंक गारण्टी एवं एफ.डी.आर. के रूप में पुलिस महानिरीक्षक/निदेशक, दूरसंचार उ०प्र० लखनऊ (IGP/Director, Telecom, UP, Lucknow) के पक्ष में बनवाकर प्रस्तुत की जायेगी। ईएमडी जमा करने से छूट के लिए दावा करने वाली फर्मों को उन उपकरणों जिनकी निविदाएं उनके द्वारा डाली जा रही हैं, के सम्बन्ध में सक्षम प्राधिकारी द्वारा निर्गत ईएमडी से छूट प्रदान किये जाने सम्बन्धी प्रपत्र तकनीकी बिड के साथ उपलब्ध कराया जाना अनिवार्य है।

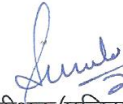
5. उपरोक्त उपकरणों हेतु जिन फर्मों ने निविदा सूचना संख्या: ई-299/2016 दिनांक: 19.09.2016 जो दिनांक 24.10.2016 को खोली गयी, में प्रतिभाग किया है एवं उनके तकनीकी बिड नहीं खोले गये हैं, वह चाहें तो पुनः निविदा में प्रतिभाग कर सकते हैं, जिसके लिये वे अपने पूर्व निविदा प्रपत्र को ही पुनः निविदा में खोलने के लिये अपर पुलिस महानिदेशक, दूरसंचार, उ०प्र०, लखनऊ (ADG Telecom) से लिखित अनुरोध कर सकते हैं अथवा नई निविदा डाल सकते हैं।

6. विभाग को उपरोक्त सम्पूर्ण निविदा सूचना को निरस्त करने एवं क्रय किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का अधिकार होगा।

7. यदि उक्त उपकरण डी.आई./डी.जी.एस. एण्ड डी. दर अनुबन्ध अथवा शासन द्वारा जारी शासनादेशों के अन्तर्गत किसी संस्था/फर्म पर उपलब्ध हो जाते हैं तो निविदा स्वतः निरस्त समझी जाएगी।

8. निविदा प्रक्रिया की समय सारणी निम्नवत होगी—

- | | |
|---------------------------------|--|
| 1— निविदा विक्री की अवधि | — दिनांक: 02.11.2016 से दिनांक: 12.11.2016 को 1300 बजे तक। |
| 2— निविदा डालने की अन्तिम तिथि | — दिनांक: 12.11.2016 समय 1400 बजे तक। |
| 3— तकनीकी बिड खोले जाने की तिथि | — दिनांक: 12.11.2016 समय 1600 बजे। |
| 4— उपकरणों का प्रदर्शन | — अभिलेखीय परीक्षण के पश्चात तिथि निर्धारित की जायेगी |


26.10.16
उपमहानिरीक्षक(पुलिस दूरसंचार)प्राविधिक
उ0प्र0पुलिस रेडियो मुख्यालय,
महानगर—लखनऊ
E-Mail : radiohq@nic.in
Website: www.uppolice.gov.in



Sl. No.

**UTTAR PRADESH POLICE RADIO HEADQUARTERS, MAHANAGAR
LUCKNOW -226006**

Price : Rs.25000/-

TENDER FORM

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2. GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF TENDER
3. CONDITIONS OF AGREEMENT
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5. FINANCIAL OFFER
6. CHECK LIST FOR SUBMITTING OFFER
7. TENTATIVE BOQ
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9. PROFORMA FOR AUTHORITY LETTER OF OEM
10. PROFORMA FOR DECLARATION OF BIDDER
11. PROFORMA FOR AUTHORITY FOR SIGNING TENDER DOCUMENT
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1.TENDER NOTICE

अल्पकालिक द्वितीय निविदा सूचना

उत्तर प्रदेश पुलिस रेडियो मुख्यालय, महानगर, लखनऊ — 226006

निविदा संख्या: ई-299/2016

दिनांक: अक्टूबर-26, 2016

निम्नलिखित उपकरणों के क्रय हेतु दो प्रतियों में टेक्निकल एवं वित्तीय भाव पत्र अलग-अलग मुहरबन्द आमन्त्रित किये जाते हैं:-

क्र०		उपकरण/उपकर्मिका का नाम	कुल मात्रा	प्रतिभूति राशि (रु० में)	टेण्डर फीस (रु०)		सम्पूर्ति का स्थान
					नकद	बैंक ड्राफ्ट द्वारा	
1	i	डिजिटल वीएचएफ स्टे०/मोबाइल सेट मय सहवर्ती उपकरण एवं उपकर्मिकाएं	300	2,00,500/-	25,000/-	25,100/-	उ०प्र० पुलिस रेडियो मुख्यालय, महानगर, लखनऊ
	ii	डिजिटल वीएचएफ हैण्ड हेल्ड रेडियो सेट मय स्पेयर बैटरी एवं चार्जर सहित	339				

2. उपरोक्त उपकरणों की आपूर्ति हेतु इच्छुक फर्म किसी भी कार्य दिवस में रेडियो मुख्यालय से टेण्डर फीस नकद जमाकर अथवा निर्धारित धनराशि का डिमाण्ड ड्राफ्ट डाक से भेजकर निविदा फार्म प्राप्त कर सकती हैं। विभाग के कार्यालय का फैक्स नं. 0522-2335346 है।

3. इच्छुक फर्म निविदा फार्म उ० प्र० पुलिस की वेबसाइट www.uppolice.gov.in के Police Units > Telecom > Tender से डाउनलोड करके भी निविदा में प्रतिभाग कर सकती हैं, जिसके लिये निर्धारित निविदा फार्म का शुल्क केवल डिमाण्ड ड्राफ्ट के रूप में पुलिस महानिरीक्षक/निदेशक, दूरसंचार उ०प्र० लखनऊ (IGP/Director, Telecom, UP, Lucknow) के पक्ष में निविदा लिफाफे में उपलब्ध कराया जाना आवश्यक होगा। उपकरणों की तकनीकी विशिष्टियाँ (स्पेशिफिकेशन), बीओक्यू एवं निविदा की अन्य शर्तें निविदा फार्म में उल्लिखित हैं।

4. निविदा के साथ दर्शायी गयी प्रतिभूति राशि/अर्नेस्ट मनी(EMD) डिमाण्ड ड्राफ्ट, बैंक गारण्टी एवं एफ.डी.आर. के रूप में पुलिस महानिरीक्षक/निदेशक, दूरसंचार उ०प्र० लखनऊ (IGP/Director, Telecom, UP, Lucknow) के पक्ष में बनवाकर प्रस्तुत की जायेगी। ईएमडी जमा करने से छूट के लिए दावा करने वाली फर्मों को उन उपकरणों जिनकी निविदाएं उनके द्वारा डाली जा रही हैं, के सम्बन्ध में सक्षम प्राधिकारी द्वारा निर्गत ईएमडी से छूट प्रदान किये जाने सम्बन्धी प्रपत्र तकनीकी बिड के साथ उपलब्ध कराया जाना अनिवार्य है।

5. उपरोक्त उपकरणों हेतु जिन फर्मों ने निविदा सूचना संख्या: ई-299/2016 दिनांक: 19.09.2016 जो दिनांक 24.10.2016 को खोली गयी, में प्रतिभाग किया है एवं उनके तकनीकी बिड नहीं खोले गये हैं, वह चाहें तो पुनः निविदा में प्रतिभाग कर सकते हैं, जिसके लिये वे अपने पूर्व निविदा प्रपत्र को ही पुनः निविदा में खोलने के लिये अपर पुलिस महानिदेशक, दूरसंचार, उ०प्र०, लखनऊ (ADG Telecom) से लिखित अनुरोध कर सकते हैं अथवा नई निविदा डाल सकते हैं।

6. विभाग को उपरोक्त सम्पूर्ण निविदा सूचना को निरस्त करने एवं क्रय किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का अधिकार होगा।

7. यदि उक्त उपकरण डी.आई./डी.जी.एस. एण्ड डी. दर अनुबन्ध अथवा शासन द्वारा जारी शासनादेशों के अन्तर्गत किसी संस्था/फर्म पर उपलब्ध हो जाते हैं तो निविदा स्वतः निरस्त समझी जाएगी।

8. निविदा प्रक्रिया की समय सारणी निम्नवत होगी—

- | | |
|---------------------------------|---|
| 1— निविदा विक्री की अवधि | — दिनांक: 02.11..2016 से दिनांक: 12.11.2016 को 1300 बजे तक। |
| 2— निविदा डालने की अन्तिम तिथि | — दिनांक: 12.11.2016 समय 1400 बजे तक। |
| 3— तकनीकी बिड खोले जाने की तिथि | — दिनांक: 12.11.2016 समय 1600 बजे। |
| 4— उपकरणों का प्रदर्शन | — अभिलेखीय परीक्षण के पश्चात तिथि निर्धारित की जायेगी |


26.10.16
उपमहानिरीक्षक(पुलिस दूरसंचार)प्राविधिक
उ०प्र०पुलिस रेडियो मुख्यालय,
महानगर—लखनऊ
E-Mail : radiohq@nic.in
Website: www.uppolice.gov.in

2. GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF TENDER

(A) DOCUMENTS REQUIRED TO FILL TENDER FORM

1. All the certificates/documents mentioned in the tender notice/tender form or details of which are attached with the tender form must be submitted by the tenderers and should be valid and up-to-date.
2. If the tenderer is an Agent/Dealer/Supplier, they should submit the authority letter (in original) of their principal fulfilling under mentioned conditions. Proforma enclosed as Annexure-A. (Photocopy will not be accepted):-
 - (a) The Tendering 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 acts 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 principals have not been black listed in the past.
3. 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.
4. Tendering firm, if an agent or dealer of OEM, must submit valid agency/dealer agreement copy attested by public notary.
5. It shall be the duty of the tenderer as well as principal to inform the U.P. Police Radio Hqrs regarding any material change that takes place in the above agreement between tenderer & OEM during the finalization / pendency of the Tender. 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.
6. The Bidder must provide a declaration certificate on stamp paper worth Rs. 100.00 duly notarized that they will support the quoted item for installation, testing and commissioning & maintenance for its prescribed life as detailed in technical offer (Proforma enclosed as Annexure-B)
7. In case of U.P. state firm, enclose valid trade tax/VAT, registration certificate. In case of outside U.P. firms enclose valid C.S.T./VAT registration certificate.
8. Firm must submit the copy of the tender fee deposited (Tender fee may be deposited either in cash or in the form of Demand Draft in favour of IGP/Director(Telecom), U.P. Police Radio Hqrs., Lucknow.)
9. Firms 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.
10. Firms 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.

11. Firm will have to provide a original solvency certificate from any nationalized/ scheduled bank of the amount more than the estimated cost of project. Solvency certificate should not be issued earlier than 06 months from the date of issue of the tender notice
12. Firm will provide signed Power of attorney authorizing to sign the tender document (Proforma enclosed, Annexure-C).
13. Firm may authorize his representative with Letter of authority signed by authorized signatory to take part in bid opening.

(B) GUIDELINES TO FILL TENDER FORMS

1. The essential details of specifications & instructions are to be followed strictly in accordance with the tender notice. The tendering firms are required to submit their offer in two PARTS. The first part will be named as TECHNICAL OFFER & the second part will be called as FINANCIAL OFFER. THE TECHNICAL OFFER AS WELL AS FINANCIAL OFFER ARE TO BE PREPARED IN DUPLICATE SEPARATELY. (i.e. in separate covers i.e. Total Four Envelopes clearly indicating ORIGINAL & DUPLICATE on envelops).

BOTH TECHNICAL OFFER & FINANCIAL OFFER, IN DUPLICATE, BE KEPT SEPARATELY IN FOUR SEALED AND SEPARATE COVERS. THESE FOUR COVERS, INDICATING ORIGINAL/DUPLICATE OFFER AND OTHER RELEVANT DETAILS ON FRONT, MUST BE KEPT IN ONE COVERING ENVELOPE (I.E. IN FIFTH ENVELOPE) & IT SHOULD BE DULY SEALED AND PROPERLY ADDRESSED. IN TECHNICAL OFFER & FINANCIAL OFFER/BID COVERS, FOLLOWING MUST BE SPECIFICALLY INDICATED ON THE COVERING ENVELOPE -THE TENDER NOTICE NO.----- DATED -----NOT TO BE OPENED BEFORE DUE/OPENING ON ----- . PLEASE NOTE THAT SINGLE OFFER IN ANY OF THE COVERS I.E. TECHNICAL OR FINANCIAL OFFERS OR RATE QUOTED IN TECHNICAL OFFER WILL NOT BE ACCEPTED.

2. After opening of the tender any change in the rates shall not be acceptable and offer will summarily be rejected.
3. In case, any required document(s)/paper(s) is short at the time of submission of tender, the tenderer, may give the reasons of non-submission of papers in their technical offer. Decision of PC (Purchase Committee) will be final in this regard.
4. Tenderer (Authorized person) shall sign the offer and all the enclosures being submitted by them with their designation, seal and date.
5. Mention full technical details of your items specifications-wise as desired in the tender notice.
6. Mention if there is any deviation in your offer in comparison to that of desired specifications.
7. Tenderers will quote their rates according to proforma mentioned in the financial offer i.e. rates, Trade tax, Excise duty extra etc. separately, failing which offer may be rejected/ignored. Any cutting/corrections, if any, shall be properly attested by the tenderer.
8. 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.
9. No representation shall be entertained after opening of financial cover of tender.
10. If the rates in financial bid are typed then it should be with the same typewriter by which other details are typed in Financial Bid.
11. If the rates in Financial Bid are typed with other typewriter then it should be signed by the same person who has signed Financial Bid.

12. If the rates are written by pen then it should be signed by the same person who has signed Financial Bid.
13. Any cutting or overwriting in financial bid will not be accepted & bid is liable to be rejected.
14. Every page of the Tender document must be numbered.
15. In Technical offer, Index should be made with page number.
16. In case any bidder opts to offer more than one product for any item, he will have to purchase tender form separately.
17. Period of validity of the bid should at least be 180 days from the date of opening the bid.
18. All the tenders so received will first be scrutinised to see whether the tenders meet the basic requirements as incorporated in the bidding documents. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored.

The following are the important points, for which a tender may be declared as unresponsive and may be ignored, during the initial scrutiny:

- (1) The tender is not in the prescribed form (where forms are prescribed)
- (2) The tender is unsigned.
- (3) The tenderer is not eligible, e.g. The tender enquiry condition says that the bidder has to be a registered SSI unit; but the tenderer is a Large Scale Unit.
- (4) The tender validity period is shorter than the required period.
- (5) Required EMD has not been provided.
- (6) The tenderer has quoted for goods manufactured by a different firm/company without the required authority letter from the proposed manufacturer.
- (7) Tenderer 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 tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule, e.g. It has been stipulated in the schedule that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has however, quoted only for supply of the equipment.
- (10) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry, 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.

19. Discrepancies between original and additional copies of a Tender

Sometimes discrepancies are also observed between the original copy and the other copies of the same tender set. In such a case, the text etc. of the original copy will prevail.

20. 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 tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

(C) EARNEST MONEY, SECURITY AND WARRANTY CONDITIONS

1. Wherever, Earnest money and Security 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.

2. **Earnest Money (Bid Security)**

Tender documents/ certificates and EMD must be attached with main copy of the technical bid. EMD may be accepted in the form of Account Payee Demand Draft or Fixed Deposit Receipt pledged in favour of IGP/Director (Telecom), U.P., Lucknow or Banker's Cheque or a Bank Guarantee (Proforma enclosed Annexure-D) from any of the scheduled commercial Bank .

- 2.1 **Validity of EMD**

The EMD should remain valid for a period of 45 (forty five) days beyond the final 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.

- 2.2 **Forfeiture of EMD**

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

- 2.3 **Refund of EMD**

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

- 2.4 **EXEMPTION OF EMD**

Units having registration with NSIC/DI/**State Public Sector (SPS) undertaking**, registration for tendered items only, shall be eligible for consideration for exemption from EMD as per prevailing rules of U.P.Govt.

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

- 3.1 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).
- 3.2 In case, Performance Security is taken in the form of Fixed Deposit Receipt, it should be pledged in favour of **of IGP/Director (Telecom), U.P., Lucknow**
- 3.3 The Performance Security should be equivalent to 5% (Five percent) of the value of the contract, rounded to the nearest multiple of hundred.
- 3.4 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..
- 3.5 **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.
- 3.6 **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.
4. **Warranty period**
 - 4.1 Warranty period of Equipment- Static/Mobile - 02 years, Hand Held - 02 years, Power supply - 01 year, Battery charger for Hand helds -01 year and 01 year for other accessories.
 - 4.2 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.

(D) 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.

(E) SUPPLY OF MATERIAL

1. Details of the delivery period must be mentioned. Unless, specially ordered, all goods must be delivered at Radio Headquarters within 30 days of the receipts of supply order by the suppliers.
2. Dealer/agent being tenderer 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.

(F) 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/batteries 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/batteries according to specifications provided with the tender form.
4. Details of quality control agreement with the manufacturing unit may also be given.
5. The tenderer will provide the equipments for demonstration/trial in as many numbers and at the place as asked by the technical committee.

(G) 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.

(H) OTHER CONDITIONS

1. It shall be the responsibility of the tendering 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, software with CDs, circuit diagram 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/batteries without any charges.
6. In the event of any dispute arising out of or concerning this supply, the decision of Director General of Police, Telecom, UP/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. Supplier firm must have valid Dealer Possession License (DPL) for Radio equipment from the ministry of communication, Govt. of India.
10. The Bidder must provide the DMR associations membership certificate obtained from OEM.
11. The Digital Radio system should be confirming to DMR OPEN STANDARD/PROTOCOL floated by ETSI will be preferred. Venders should provide supporting documents to this effect.
12. Any effort by a bidder to influence the purchaser in its decision on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.
13. The supplier firm will ensure and provide Compliance Certificate for the Technical specifications of Items quoted.
14. U.P. Police Radio Hqrs reserves the right to accept or reject any tender either in part or in full without assigning any reason thereof.
15. The supplier firm must have made at least three supply orders of similar items i.e. DMR sets in govt. / semi Govt. offices in last 02 years.
16. To use, practice and observe all the best, clean, ethical, honest and legal means and behaviour 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 should be submitted by the bidding firm.
17. The bidder interested to bid for item no.1 of the tender notice is required to bid for items 1(i) & 1 (ii) both and has to technically qualify for both the items. L-1 will be decided by considering 1(i) & 1 (ii) together.
18. The OEM should be in production line at least for the 15 years since date of supply for wireless set.
19. Firm will have to provide original certificate such as NSIC certificate etc. at the time of opening of tender for verification.

3. 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, equal and answerable 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 notice in writing, call upon the supplier to supply additional goods or materials to serve as samples, and on such notice in writing 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 tender notice i.e. U.P. Police Telecom. Hqrs, Mahanagar, Lucknow.
 - (b) Railway freights, if pre-paid, shall be added to the original quotations.
 - (c) When goods are ordered **F.O.R.** the station nearest to supplier, the Indenting Officer may at his option direct that this shall be booked either by goods train or by passenger train and either at owner's risk or at railway risk. The supplier shall carry out his direction and shall, in any case, be responsible for the safe delivery of the goods soundly and securely packed to the Railway administration and shall obtain a clear receipt from such Railway administration, for the goods in evidence thereof. In the absence of a clear receipt, the suppliers will be held responsible for all damages or loss caused by breakage or leakage, which may occur to the goods while in transit and until they have been delivered to the consignee at railway station of destination.
 - (d) 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 at railway station of destination, mentioned in the indent in such quantities of number and within such times and in such manner as the Indenting Officer shall, from time to time, directed.
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. 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.
10. 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 contractor sub-letting or assigning this contract without such permission, he shall be considered as having thereby committed breach of this contract.
11. 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 contractor 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 contractor, 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.
12. 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 his notifying in writing to the supplier that he has so done, this agreement shall absolutely determine. He may also debar the firm for the Uttar Pradesh Police Radio Hqrs. contracts for such periods as he thinks fit.
13. 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 U.P. Police Radio HQRS, Lucknow and an arbitrator nominated by the contractor, or in the case of the contractor 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 Contractor, as the case may be, by the arbitrator, nominated by the said U.P. Police Radio Headquarters and the contractor 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.
14. 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.

15. 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.
16. Warranty period of the equipments will be counted from the date satisfactory PDI of the equipment.
17. The supplier will replace/repair the defective equipment during warranty period at his own risk and expense.

U.P. POLICE RADIO HQRS

4) TECHNICAL OFFER

TENDER No.....

The tenderer 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 Tenderer	Reference Page No. of Tech. bid
1	Name of the organization		
2	Year of Incorporation		
3	Address of the Registered office of tenderer with phone number and fax No. & email		
4	(i) Registration No. VAT: CST: (Self-attested copy of the document to be attached)		
	(ii) VAT clearance certificate must be submitted		
5	Audited balance sheet and income tax return statements of the just concluded year and the previous two years (documents to be attached)		
6	Nature of organization: - ▪ OEM or ▪ Authorized dealer/distributor		
7.A	If tenderer 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 tenderer (documentary proof be attached)		
7.B	If tenderer 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 sole distributor (or) dealer the tenderer 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 TENDER FORM.</u>		
	iv) Agreement copy between OEM and authorized dealer (tenderer) attested by public notary.		
8	i Firms must enclose valid DPL for radio equipments from the ministry of communication, govt. of India		
	ii DMR associations membership certificate obtained by OEM.		
	iii The Digital Radio system should be conforming to DMR OPEN STANDARD/PROTOCOL floated by ETSI		

		will be preferred. Vendors should provide supporting documents to this effect.		
	iv	The Bidder must provide the Interoperability certificate for the sets obtained from the OEM		
9	i	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)		
	ii	Service tax registration number details (copy be attached)		
10	i	Please mention make and model of the each equipment/Battery being offered.		
	ii	Technical Specification - Enclose original pamphlets or downloaded from OEM website with specification datasheet and mention the Website, Photocopy will not be accepted. Enclose 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 tender form by the Police Radio Hqrs.		
	iv	Minimum 10 persons of the organisation should be trained for operation/servicing/repairing of offered equipments free of cost.		
	v	The firm must provide warranty period of Static/Mobile - 02 years, Hand Held - 02 years, Power supply - 01 year, Battery charger for Hand holds -01 year and 01 year for other accessories.		
	vi	Supply documents such as operation Manuals, user manuals, software with CDs, circuit diagram and other relevant materials along with each equipment, free of cost.		
	vii	Supply trouble shooting and service manuals free of cost in numbers specified in BOQ.		
	viii	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.		
	ix	All the trainings/after-sales/warranty services shall be provided at the consignee's address		
	x	The Tenderer is required to support the spare parts and accessories of the quoted item after warranty period for the next 06 years for static/Mobile sets and 04 years for hand held sets.		
	xi	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 installation, testing and commissioning & maintenance for its prescribed life (Profarma enclosed as annexure-B)		

11	Name of the Government agencies and other organizations, to whom the supply of similar Items i.e. DMR sets were made in the preceding two years (enclose copy of major purchase orders and other documents)		
12	SOLVENCY certificate from a nationalized/ Scheduled bank issued not before six month from the issuing tender notice to be submitted in original		
13	Earnest Money Deposited D.D. No: DATE : Name of the Bank: Amount (in Rs.):		
14	Detail of Tender form fee deposited		
	a) If form purchased through Cash (proof be attached)		
	b) If tender form downloaded then DD details (proof be attached) D.D. No : DATE : Name of the Bank : Amount (in Rs.) :		
15	Indicate your delivery schedule (against the various activities listed) Letter of award :D Signing of Agreement :D+ days Supply of equipments :D+ days		
16	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 tender documents and agree, abide by the same and by the decision of the purchaser as per these terms and conditions.

Company Seal

Date:

Signature
(Authorized Signatory)

Name:

TENDER No.....

2. I/We herewith deposit a sum of Rs. as earnest money and should I/We fail to execute a fresh Deed of agreement if so required by the U.P. Police Radio HQ on behalf of the Governor of Uttar Pradesh and deposit the security as laid down in the tender notice within 10 days of the acceptance of my/our tender, I/We hereby agree that my/our liabilities under the agreement, the above sum of the earnest money will be forfeited for the Governor.

Sl. No.	Description of equipments	Qty. / Unit	Basic price	Taxes		Total	Discount if any	Make and Model
				Sales Tax/VAT	Excise Duty			
1								
2								
Grand total (In words and figures)								

Dated the _____ day of _____ 2016

Address

Name of supplying firm

N.B. Please do not forget to fill in all the above columns.

Accepted.....

Signed

Designation.....

For and on behalf of the Governor of Uttar Pradesh.

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6) CHECK LIST FOR SUBMITTING OFFERS

निविदा डालने के बारे में चेक लिस्ट (मुख्य बिन्दु)

क्र०	विवरण
1	दो अलग-अलग बन्द लिफाफों में टेक्नीकल बिड (ओरिजिनल एवं डुप्लीकेट), जिसमें Original Technical Bid के लिफाफे में ई0एम0डी0 लगी हो तथा दो अलग-अलग बन्द लिफाफों में फाइनेन्सियल बिड (ओरिजिनल एवं डुप्लीकेट)/उक्त चारों लिफाफे एक सीलबन्द बड़े लिफाफे में जिस पर निविदा संख्या, दिनांक व उपकरण का नाम एवं चेकलिस्ट के अनुरूप अभिलेखों की उपलब्धता अंकित हो।
2	Authority Letter, if authorized signatory of the tender is not participating, the representative should come with authority letter
3	Power of attorney for authorized signatory as per Annexure-C
4	Documents of year of incorporation of bidder.
5	Documents of year of incorporation/registration of OEM.
6	टेक्नीकल बिड के महत्वपूर्ण बिन्दु—
(i)	As per technical offer 7.A(iii) Documentary proof of manufacturing factory/workshop address
	यदि निविदादाता फर्म डीलर/डिस्ट्रीब्यूटर हो तो Principals से टेक्नीकल ऑफर प्रपत्र के बिन्दु सं०-7.B(iii) एवं Documents required to fill tender form की शर्त संख्या-2 को पूरा करते हुए निर्धारित प्रारूप पर Authority Letter संलग्न करें। (As Annexure-A)
	Agreement copy of dealership
(ii)	VAT & CST (attach self attested documents.) VAT clearance certificated must be submitted.
(iii)	Audited Balance Sheet & income tax return statements of the just concluded year and the previous two years. (attach documents)
(iv)	Details of service centres (Address/Phone/Fax/ e-mail) registration no. details copy attached
(v)	(a) Mention Make & model of the each equipment being offered
	(b) Enclose original pamphlets or downloaded from OEM website with specifications data sheet.
	(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 (Proforma enclosed) (As Annexure-B)
	(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.
(vi)	Valid EMD, as desired in Tender Notice and tender form
(vii)	Tender form fee deposition proof.
7	If bid is for wireless sets then enclose-
a)	Valid Dealer Possession License (DPL) for Radio equipment from the ministry of communication, Govt. of India.
b)	DMR association's membership certificate obtained by OEM.
c)	The Digital Radio system should be confirming to DMR OPEN STANDARD/PROTOCOL floated by ETSI will be preferred. Vendors should provide supporting documents to this effect.
d)	Interoperability certificate for the sets obtained from the OEM

8	निविदा सूचना की शर्त के अनुसार रू0 100.00 के स्टाम्प पेपर पर फर्म एवं ऑफर किये जा रहे उपकरणों को काली सूची में न डालने विषयक शपथ-पत्र।
9	निविदादाता द्वारा रू0 100.00 के स्टाम्प पेपर पर उनकी आपराधिक पृष्ठभूमि न होने तथा न ही किसी आपराधिक गतिविधि में सम्मिलित होने विषयक शपथ पत्र।
10	निविदादाता द्वारा सम्पूर्ण टेण्डर डाक्युमेंट पर पृष्ठ संख्या अंकित करना तथा प्रत्येक पृष्ठ समुहर हस्ताक्षरित करना।
11	निविदादाताओं द्वारा सम्पूर्ण टेक्निकल बिड के सम्बन्ध में (Index) इण्डेक्स बनाकर संलग्न करना।
12	Name of govt. agencies with copy of supply order, to whom supplies of similar items i.e. DMR sets has been made in preceding two years.
13	Integrity Pact as per Annexure-"F".

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7) TENTATIVE BOQ

SL	Name of the Equipment		Item	Qty	Offered (filled by Tenderer)	
					Make	Model
1	(i) DIGITAL VHF STATIC/MOBILE RADIO SET WITH ACCESSORIES	1-	VHF Static Set 20/25 Watt Synthesized with DTMF Mic and Battery lead	300		
		2-	0 dB GP Antenna	90		
		3-	Magnetic Standard 0dB gain ¼ wave mobile whip antenna with 3 mtr. cable, connector with magnetic base	210		
		4-	12 V 10 Amp SMPS Power supply cum charger suitable for offered Radio	90		
		5-	30 mtr coaxial feeder RG-213 with connectors	90		
		6-	Programming Hardware & Software kit for Static/Mobile Set windows base (windows-7 or higher version)	20		
		7-	Technical/Service Manual for Static/Mobile Set	20		
	(ii) DIGITAL HAND HELD RADIO SET WITH ACCESSORIES	1-	VHF H/H Digital 1 watt/5 watts with helical antenna and NiMh/Li-ion battery capacity min. 2000 mAh	339		
		2-	Spare rechargeable Battery 7.2V/7.4V Capacity min. 2000 mAh	339		
		3-	Battery Charger	339		
		4-	Spare helical antenna	339		
		5-	Programming Hardware & Software kit for Hand Held Set windows base (windows-7 or higher version)	20		
		6-	Technical/Service Manual for Hand Held Set	20		

8) SPECIFICATIONS OF DIGITAL TRANSCEIVER VHF HAND HELD AND ACCESSORIES

1. DIGITAL TRANSCEIVER VHF HAND HELD		
Sl.	Particulars	Specifications
A	GENERAL	
1	Frequency range	136-174 MHz (Split or full band)
2	Channel capacity	255 or higher (For display)
3	Protocol	TDMA (02 Slot)
4	Channel spacing	12.5 KHz or better
5	Frequency stability	±1.5 PPM or better
6	Weight	Light in weight preferably less than 500 gm. including accessories
7	Battery capacity	Preferably Li-ion/Li- polymer rechargeable battery of 2000 mAh or higher capacity. Vendor shall mention DC Voltage. During capacity test, battery shall give 100% of its rated capacity if discharged by C/5 rate
8	Antenna Impedance	50 ohm
9	Communication Interface	Ethernet/USB/RS232
10	Display	Multifunction alphanumeric LCD display with back light/LED display. Readable in day light, sun light and in night. Minimum 3 rows or more.
11	Warranty	Standard warranty for 2 years
12	Compatibility	With all types of existing analog radios (i.e. Motorola, Kenwood, Icom, Vertex etc.)
13	Encryption	1- High grade 256 bit or higher Digital Encryption module built in/plug in type for secrecy. 2- Programmable key management facility
B	TRANSMITTER	
1	RF Power output	1 Watt to 5 Watt ± 0.5 dB programmable
2	Type of Emission	Analog-11K OF 3E Digital-4 FSK or equivalent technique complying with open standards/ non propriety digital protocol as defined by international standard body like ETSI/FCC etc.
3	Digital modulation	4FSK
4	Modulation Limiting	± 2.5 KHz
5	Audio Response	+1, -3dB, As per TIA 603D
6	FM Hum noise	- 40dB or better
7	Adjacent channel power	-60 dB or better
8	Digital Vocoder	AMBE+2
C	RECEIVER	
1	Sensitivity	Analog:0.30 µV(12dB SINAD) or better Digital:0.30 µV @5% BER or better
2	Adjacent Channel Selectivity	60 dB better
3	Inter- modulation	70 dB or better as per TIA603A-1T
4	Audio Output	Minimum 500 mW
5	Audio distortion	3% or better
D	ENVIRONMENTAL SPECIFICATION	
1	Operating temperature range	-30°C to +55°C
2	Storage temperature	-30°C to +60°C
3	Humidity	95% non condensing (-20°C to +60°C)
4	Applicable MIL standards	MIL standard 810 C/D/E/F/G
5	Applicable IP standards	IP 57/IP67

E FEATURES	
1	Mode of operations
2	GPS capability
3	Status message and SMS text message facility
4	Data transmission facility
5	Protection
6	Radio programming facility
7	Front panel Key pad
8	Battery strength indicator
9	Signal Strength indicator
10	OTAR
11	Networking
F	OTHER FEATURES
1	Simple press to talk
2	Alpha numeric list of 256 users for sending SMS & for selective calling.
3	Alpha numeric channel alias
4	Alpha numeric PTT ID alias
5	Facility for locking the channel or keypad (Programmable)
6	Facility to assign network access code, CTCSS (Continuous Tone Coded Squelch System)/DCS (Digital Coded Squelch)
7	Channel scan & priority channel scan
8	Call alert
9	Talk around mode
10	Transmitter Time Out Timer (TOT) operation
11	Emergency call facility (SOS)
12	Selective call, group call
13	Late entry
14	Busy channel lock out
15	Capable to kill-unkill, disable-enable
16	Any one of 2 tone/5 tone/DTMF signaling
17	Text message & predefined messages
18	Automatic number identification
19	Vender shall mention other manufacturer's models of the radios which are inter operable for voice & data communication to the system offered.

2. Battery for VHF Hand held radio		
Sl.	Type of Radio	TECHNICAL SPECIFICATION
1	Transceiver VHF Hand Held, 1/5 Watt Synthesized	<ul style="list-style-type: none"> i) Rechargeable Battery pack (original from OEM) of minimum 2000 mAh capacity, Ni-Mh or Li-ion or Li- polymer suitable for offered VHF hand held radio set : Certificate from OEM to be attached. ii) All batteries should be mechanically and electrically interchangeable with the corresponding Transceiver model. iii) The battery capacity should not be less than the rated capacity when discharged at C/5 rate and at least 90% or better of the rated capacity when discharged at C rate. iv) Month & year of manufacture and the Logo/Trade mark of the OEM to be embossed/heat stamped. This Logo/Trade mark is to be indicated in the offer. v) The sleeve of the cells used should preferably indicate the following : <ul style="list-style-type: none"> (a) Part Number (b) Month & year of manufacture (c) Voltage of cell (d) Capacity (e) Country of origin vi) One battery pack may be cut open (generally 1 out of 500) at the time of inspection. Sample Battery will not be the part of BOQ. vii) Supplier should submit complete BIS test report as per IS 16046: 2012 or IS 16046: 2015 from authorised Govt. laboratory in reference of Hand Held batteries . viii) Enclose OEM certification in reference of Part number of offered battery.

3. Charger for Battery Pack of VHF Hand Held Radio set	
Sl.	TECHNICAL SPECIFICATION
1	Single Unit Battery charger from OEM of offered radio : Certificate from OEM to be attached
2	Input Voltage : 230 Volt AC $\pm 10\%$ at 50 Hz
3	Output Voltage : As per the set rechargeable battery pack for which charger is supplied
4	Capable of charging Battery packs of 7.2V/7.4V Ni-Mh or Li-ion or Li- polymer up to 3000 mAh capacity or better
5	Visual Indication for all modes of charging status
6	Reverse polarity protection (DC input) should be provided
7	Reverse polarity protection (Battery terminal) should be provided
8	Short circuit protection should be provided
9	Battery Charging Rate at constant current: The battery charger should be standard type or rapid type. In case of standard type charger, the charging current shall not exceed 400 mA and for Rapid type it shall be within 1 Amp. The charging time shall be 6 to 14 hours for standard charger and 1 to 3 hours (for charging batteries up to 1800 mAh) or 2 to 4 hours (for charging batteries from 2000 to 3000 mAh) respectively for rapid chargers.

SPECIFICATIONS OF DIGITAL TRANSCEIVER VHF STATIC/MOBILE SET AND ACCESSORIES

1. Digital VHF ST/Mob Transceiver 25 Watt Synthesized		
Sl.	Particulars	Desired Specification
A	GENERAL	
1	Frequency Range	136-174 MHz (full band)
2	Channel capacity	255 or more
3	Protocol	TDMA (02 slot)
4	Channel spacing	12.5 KHz
5	Frequency Stability	+ 1.5 PPM or better
6	Weight	Less than 2 kg
7	Operating Voltage	10.8 to 15.6 Volt DC with reverse polarity protection
8	Antenna Impedance	50 Ohm
9	Communication Interface	Ethernet/USB/RS232
10	Display	Multifunction alphanumeric LCD display with back light/LED display. Readable in day light, sun light and in night. Minimum 3 rows or more.
11	Warranty	Standard warranty for 02 years
12	Compatibility	With all types of existing analog radios (i.e. Motorola, Kenwood, Icom, Vertex etc.)
13	Encryption	1- High grade 256 bit or higher Digital Encryption module built in/plug in type for secrecy. 2- Programmable key management facility
B	TRANSMITTER	
1	RF Power output	25 W \pm 0.5 dB as Programmable
2	Type of emission	Analog 11KOF3E Digital-4 FSK or equivalent technique complying with open standards/ non propriety digital protocol as defined by international standard body like ETSI/ECC etc
3	Digital Modulation	4FSK
4	Modulation Limiting	\pm 2.5 KHz
5	Audio Response	+1, -3dB, as per TIA 603D
6	FM Hum noise	-40dB or better
7	Adjacent channel power	-60dB or Better
8	Digital Vocoder	AMBE+2
C	RECEIVER	
1	Sensitivity	Analog:0.30 μ V(12dB SINAD) or better Digital:0.30 μ V @5% BER or better
2	Adjacent channel	60 dB better as per TIA603A-1T
3	Inter -modulation	70 dB or better
4	Audio output	Minimum 3 watt with built in speaker
5	Audio distortion	3% or better
D	ENVIRONMENTAL SPECIFICATION	
1	Operating Temperature	-30 ⁰ C to +55 ⁰ C
2	Storage Temperature	-30 ⁰ C to +60 ⁰ C
3	Humidity	95% non-condensing (-20 ⁰ C to +60 ⁰ C)
4	Applicable MIL standard	MIL standard 810 C/D/E/F/G
5	Applicable IP standards	IP 54/IP 57/IP 67

E FEATURES		
1	Mode of operations	Analog conventional, digital conventional simple press to talk
2	GPS capability	<ul style="list-style-type: none"> • In built GPS with: TTFF Cold start <2 minutes, TTFF hot start <20 sec • Horizontal accuracy <10 meters • GPS data access methods (a) by polling (b) by fetching (on request) • Vendor should mention– coordinate file Format Compatible with free map. Google map will be preferred for receiving and extracting GPS data/ information for the use of location tracking purpose. (This feature has to be demonstrated at the time of testing/trial for future use. PC required for GPS tracking is not part of BOQ.)
3	Status message and SMS text message facility	<ul style="list-style-type: none"> • Status messaging facility • Short and long data message facility • Messaging facility using PCs one to many radios
4	Data transmission facility	Text messaging (file transfer) facility must be demonstrated, using PCs through accessory connector. (PC required for data transmission is not part of BOQ.)
5	Protection	Reverse polarity protection. Protection against high VSWR
6	Radio Programming	PC programmable
7	Hand set with Mike Keypad	DTMF Front panel keypad with backlight
8	Signal Strength indicator	Receiver signal strength indicator or digital readout
9	OTAR	Should have provision for over the air frequency re-programming (wirelessly)
10	Networking	Should be IP based for automatic roaming etc.
F OTHER FEATURE		
1	Simple press to talk	
2	Alpha numeric list of 256 users for sending SMS & for selective calling	
3	Alpha numeric channel alias	
4	Alpha numeric PTT ID alias	
5	Facility to assign network access code, CTCSS (Continuous Tone Coded Squelch System)/DCS (Digital Coded Squelch)	
6	Channel scan & priority channel scan	
7	Call alert	
8	Talk around mode	
9	Transmitter Time Out Timer (TOT) operation	
10	Emergency call Facility (SOS)	
11	Selective call, group call	
12	Late entry	
13	Busy channel lock out	
14	Capable to kill-unkill, disable -enable	
15	Automatic number identification	
16	Externally accessible accessory connector. (For connecting programming kit. Repeater interface, Data interface etc.)	
17	Vendor shall mention other manufacturer's models of the radios which are inter portable for voice & data communication to the system offered.	

2. 12 Volt Power Supply for VHF Static/Mobile radio		
Sl.	Parameter	TECHNICAL SPECIFICATION
1	DC Current Capacity	10Amp : Max. output current 10 Amp
2	Type of Power Supply	SMPS/Linear
3	Input Voltage	230 Volt AC \pm 10% at 50 Hz
4	Out Put Voltage	13.5 Volt DC \pm 5% on 80% load or better
5	Operation	Continuous Duty
6	Charging	Float and Boost
7	Protection	i) Short circuit protection ii) Reverse Polarity protection
8	Efficiency	More than 80% for SMPS and more than 50% for Linear power supply
9	Weight	Less than 5 Kgs
10	Changeover	Automatic changeover to battery in case of mains power supply failure along with float charging facility. Maximum charging current of 8 Amp for power supply with boost charging facility and 3 Amp for power supply with float charging facility
11	Battery cable	Should be provided with power supply

3. Antenna arrangements & Feeder for VHF radio		
Sl.	Type of Radio	TECHNICAL SPECIFICATION
1	Transceiver VHF Static radio, 25 Watt Synthesized	i) Standard 0dB GP Antenna, of reputed brand: OEM test Certification to be attached. ii) Standard RG-213 Coaxial cable, 30 meter with connectors of reputed brand: Defence certification issued by any Govt. approved laboratory/UP Govt. laboratory to be attached.
2	Transceiver VHF Mobile radio 25 Watt Synthesized	i) Standard 0dB gain $\frac{1}{4}$ wave mobile metallic Antenna with 3 mtrs. cable, connector with magnetic base of reputed brand: OEM test Certification to be attached.

वी0एच0एफ0 डिजिटल स्टैटिक, मोबाइल एवं हैण्ड-हेल्ड आर/टी सेटों के बेन्च टेस्ट एवं फील्ड ट्रायल हेतु निर्धारित प्रक्रिया

निविदा में प्रतिभाग करने वाली विभिन्न फर्मों के द्वारा ऑफर किये जा रहे उपकरणों का तकनीकी विशिष्टियों (Technical Specification) के अनुरूप बेन्च टेस्ट एवं फील्ड ट्रायल विभागीय समिति द्वारा फर्म के प्रतिनिधि/वेण्डर की उपस्थिति में पुलिस रेडियो मुख्यालय, लखनऊ स्थित केन्द्रीय कर्मशाला एवं आपरेशनल एरिया में किया जायेगा। बेन्च टेस्ट एवं फील्ड ट्रायल में जिन फर्मों के सेटों की कार्यक्षमता संतोषजनक पायी जायेगी उन्ही फर्मों की फाइनेंशियल बिड को खोला जायेगा। सेटों की संतोषजनक कार्यक्षमता को निम्न प्रकार निर्धारित किया जायेगा:-

(अ) **बेन्च टेस्ट:-** उ0प्र0 पुलिस रेडियो में उपलब्ध मापक उपकरणों (Measuring Equipments) की सहायता से फर्मों द्वारा ऑफर किये जा रहे उपकरणों की तकनीकी विशिष्टियों का परीक्षण किया जायेगा। जिन तकनीकी विशिष्टियों का परीक्षण विभागीय मापक उपकरणों से सम्भव नहीं होगा उनके सम्बन्ध में सम्बन्धित फर्म द्वारा Govt. Accredited lab OR National Accreditation Board For Testing and Calibration Laboratories (NABL) OR International Laboratory Accreditation Corporation (ILAC) से जारी प्रमाण पत्र प्रस्तुत करना होगा।

(ब) **फील्ड ट्रायल:-**

(1) **स्टैटिक/मोबाइल सेट (25 वाट वीएचएफ आरटी सेट)-**

- **स्टैटिक से स्टैटिक-** इसके अन्तर्गत दो स्टैटिक केन्द्र बनाकर दोनों छोर पर एक ही मेक के 25 वाट आर/टी सेटों का अधिष्ठापन कराकर उनके मध्य संचार रेंज का परीक्षण कई दिनों (लगभग 07-10 दिवस) तक किया जायेगा। इस हेतु एक छोर पर लगभग 90-100 फीट के एरियल टावर का तथा दूसरे छोर पर लगभग 60-70 फीट के टावर का प्रयोग किया जायेगा। इस स्थिति में न्यूनतम लगभग 50 किमी (हवाई दूरी) तक संचार सम्पर्क एनॉलॉग मोड में (आर 4/आर 5) एवं डिजिटल मोड में Clearly audible अपेक्षित होगा।
- **स्टैटिक से मोबाइल-** इसके अन्तर्गत किसी स्थान पर 25 वाट के एक सेट को स्थाई रूप से अधिष्ठापित कराकर (लगभग 90-100 फीट के एरियल टावर का प्रयोग करते हुए) उसी मेक के दूसरे सेट (25 वाट) को मोबाइल वाहन में लगाकर उनके मध्य संचार परीक्षण किया जायेगा। इस स्थिति में न्यूनतम लगभग 10-12 किमी (हवाई दूरी) तक संचार सम्पर्क एनॉलॉग मोड में (आर 4/आर 5) एवं डिजिटल मोड में Clearly audible अपेक्षित होगा।
- **स्टैटिक से गतिमान मोबाइल-** इसके अन्तर्गत किसी स्थान पर 25 वाट के एक सेट को स्थाई रूप से अधिष्ठापित कराकर (लगभग 90-100 फीट के एरियल टावर का प्रयोग करते हुए) उसी मेक के दूसरे सेट (25 वाट) को मोबाइल वाहन में लगाकर क्रमशः मोबाइल वाहन की गति बढ़ाते हुए कम्युनिकेशन की स्थिति चेक की जायेगी और विभिन्न स्थितियों अर्थात् वाहन की स्पीड एवं दूरी के अनुसार यह देखा जायेगा कि संचार सम्पर्क कैसा हो रहा है तथा सिग्नल की स्थिति क्या है, अर्थात् सिग्नल सही प्राप्त हो रहा है अथवा कट-कट के प्राप्त हो रहा है।

(2) **हैण्ड हेल्ड सेट(5 वाट)-**

- **हैण्ड हेल्ड से हैण्ड हेल्ड-** इसके अन्तर्गत एक हैण्ड हेल्ड सेट (5 वाट) से दूसरे हैण्ड हेल्ड सेट (5 वाट) के मध्य संचार सम्पर्क का परीक्षण किया जायेगा। इस हेतु न्यूनतम लगभग 1.5 किमी तक (हवाई दूरी) का संचार सम्पर्क एनॉलॉग मोड में (आर 4/आर 5) एवं डिजिटल मोड में Clearly audible अपेक्षित होगा।
- **स्टैटिक से हैण्ड हेल्ड-** इसके अन्तर्गत किसी स्थान पर 25 वाट के एक सेट को स्थाई रूप से अधिष्ठापित कराकर (लगभग 90-100 फीट के एरियल टावर का प्रयोग करते हुए) उसी मेक के हैण्ड हेल्ड सेट (5 वाट) से उनके मध्य संचार परीक्षण किया जायेगा। इस स्थिति में न्यूनतम लगभग 5 किमी (हवाई दूरी) तक संचार सम्पर्क एनॉलॉग मोड में (आर 4/आर 5) एवं डिजिटल मोड में Clearly audible अपेक्षित होगा।

अन्य महत्वपूर्ण बिन्दु:-

- परीक्षण के दौरान सेट के गर्म होने, ध्वनि गुणवत्ता, सिग्नल गुणवत्ता आदि विभिन्न बिन्दुओं को भी चेक किया जायेगा।
- सभी फर्मों हेतु परीक्षण का मानक/स्थान एवं भौगोलिक परिस्थितियाँ एक ही होंगी। इसमें किसी भी प्रकार की छूट अनुमन्य नहीं होगी।
- फील्ड ट्रायल में यदि कोई व्यय भार निहित होता है तो उसे सम्बन्धित फर्म द्वारा ही वहन किया जायेगा।
- फर्म का यह दायित्व होगा कि वह निर्धारित संख्या में उपकरण बेन्च/फील्ड परीक्षण हेतु प्रस्तुत करें।
- बेन्च/फील्ड परीक्षण में केवल वही उपकरण सम्मिलित किये जायेंगे जो निविदा में ऑफर किये गये हैं।
- उपरोक्तानुसार वर्णित परीक्षण पद्धति के अतिरिक्त विभाग द्वारा कोई अन्य व्यवहारिक परीक्षण पद्धति भी अपनाई जा सकती है जो सभी फर्मों पर समान रूप से लागू होगी।

U.P. POLICE RADIO HQRS

9- 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 tender notice no.-----dt.----- M/S.....(Name of tenderer firm) is our authorized..... (Relationship between the bidder firm and OEM).

We undertake to ensure that -

1. We will support the quoted equipments for installation, testing, commissioning & 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.

Signature

(For and on behalf of OEM)

Seal

10- DECLARATION

We.....(Bidder Firm) hereby declare that in respect of items/equipment tendered, we against 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 installation, testing, commissioning & 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

11- AUTHORITY LETTER FOR SIGNING 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 tender for the supply of _____ (Name of the equip/items), including signing and submission of the 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 tender agreement is entered into with _____ (client) and thereafter till the expiry of the 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

12- MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of(hereinafter called the “tender”) against the purchaser’s 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 tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his 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 tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the officer

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

13- 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 authorised officer of the Bank)

.....
Name and designation of the officer

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

14- 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 behaviour 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/favour 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 tenderers 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 tenderers 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

.....

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