

## निविदा सूचना

**उत्तर प्रदेश पुलिस रेडियो मुख्यालय, महानगर, लखनऊ - 226006**

E-Mail : radiohq@nic.in

Website: www.uppolice.gov.in

निविदा संख्या: ई-408 / 2016(इक्यूप)पार्ट-IV

दिनांक: दिसम्बर 16, 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/ईएमडी (रु० में)	टेण्डर फीस (रु०)		सम्पूर्ति का स्थान
				नकद	बैंक ड्राफ्ट द्वारा	
1	डेस्कटॉप पी.सी. मय सहवर्ती उपकरण	08	6,500.00	1,200.00	1,300.00	उ०प्र० पुलिस रेडियो मुख्यालय, महानगर, लखनऊ

2. उपरोक्त उपकरणों की आपूर्ति हेतु इच्छुक फर्म किसी भी कार्य दिवस में रेडियो मुख्यालय से टेण्डर फीस नकद अथवा डिमाण्ड ड्राफ्ट जमा कर निविदा फार्म प्राप्त कर सकती हैं। इच्छुक फर्म निविदा फार्म उ०प्र० पुलिस की वेबसाइट [www.uppolice.gov.in](http://www.uppolice.gov.in) 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। निविदा की अन्य शर्तें निविदा फार्म में उल्लिखित हैं। उपरोक्त उपकरणों की तकनीकी विशिष्टियाँ (स्पेशिफिकेशन) निविदा फार्म के साथ उपलब्ध करायी जायेंगी।


3. निविदा के साथ उपकरणों के सम्मुख दर्शायी गयी प्रतिभूति राशि/अर्नेस्ट मनी (EMD) जमा की जायेगी जो डिमाण्ड ड्राफ्ट/एफडीआर/बैंक गारण्टी 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।

4. शासकीय हित में, रेडियो मुख्यालय को उपरोक्त निविदा प्रक्रिया को बिना कारण बताये, निरस्त करने एवं क्रय किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का अधिकार होगा।

5. निविदा सूचना उ०प्र० पुलिस की वेबसाइट [www.uppolice.gov.in](http://www.uppolice.gov.in) एवं सूचना विभाग की वेबसाइट [www.upgov.nic.in](http://www.upgov.nic.in) पर उपलब्ध करायी जा रही है। रेडियो मुख्यालय का फैक्स नं. 0522-2335346 है।

6. निविदा प्रक्रिया की समय सारणी निम्नवत होगी-

- |                                 |  |
|---------------------------------|--|
| 1- निविदा बिक्री की अवधि        | - दिनांक: 22.12.2016 से 12.01.2017 तक। |
| 2- प्रि-बिड कान्फ्रेंस की तिथि  | - दिनांक: 03.01.2017 समय 1100 बजे।     |
| 3- निविदा डालने की अन्तिम तिथि  | - दिनांक: 12.01.2017 समय 1400 बजे तक।  |
| 4- तकनीकी ऑफर खोले जाने की तिथि | - दिनांक: 12.01.2017 समय 1600 बजे।     |
| 5- उपकरणों के प्रदर्शन की तिथि  | - दिनांक: 16.01.2017 से 18.01.2017 तक। |

  
 16.12.16  
 उप महानिरीक्षक (पुलिस दूरसंचार)  
 उ०प्र० पुलिस रेडियो मुख्यालय, लखनऊ



Sl. No.

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

**Price : Rs. 1,200.00**

**TENDER FORM**

**CONTENTS:-**

1. TENDER NOTICE
2. GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF TENDER
3. CONDITIONS OF AGREEMENT
4. TECHNICAL OFFER
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
12. PROFORMA FOR BANK GUARANTEE FOR EMD
13. PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
14. PROFORMA FOR INTEGRITY PACT (IP)

## 1. TENDER NOTICE

### निविदा सूचना

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निविदा संख्या: ई-408 / 2016(इक्यूप)पार्ट-IV

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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/ ईएमडी (रु० में)	टेण्डर फीस (रु०)		सम्पूर्ति का स्थान
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- |                                 |  |
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| 2- प्रि-बिड कान्फ्रेंस की तिथि  | - दिनांक: 03.01.2017 समय 1100 बजे।     |
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उप महानिरीक्षक (पुलिस दूरसंचार)  
उ०प्र० पुलिस रेडियो मुख्यालय, लखनऊ

## **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, he should submit the original Authority letter (Photocopy will not be accepted) of his principal fulfilling undermentioned conditions. Proforma enclosed as Annexure-A.:-
  - (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.
  - (c) The tenderer 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.
  - (d) It must be mentioned in the authority letter that quoted item and OEM have not been black listed.
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 outrightly.
4. The tenderer must provide a declaration on non-judicial stamp paper worth Rs. 100.00 duly notarized that they will support the quoted item for installation, testing, commissioning and maintenance for its prescribed life as detailed in technical offer (Proforma enclosed as Annexure-B)
5. 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.
6. 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.)
7. Tenderer will have to provide an affidavit on non-judicial stamp paper worth Rs. 100/- that his firm/Company has no criminal back ground, not involved in any criminal activity and is not black listed by any Central/State Govt. Department/Authority.
8. Firm will have to provide a Solvency Certificate from any nationalized/scheduled bank of the amount more than the estimated cost of equipments of this tender. Solvency certificate should not be issued earlier than 06 months from the date of issue of the tender notice.
9. Firm will provide signed Power of attorney authorizing to sign the tender document (Proforma enclosed, Annexure-C).
10. Firm may authorize its 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 as FINANCIAL OFFER. THE

TECHNICAL OFFER AS WELL AS FINANCIAL OFFER ARE TO BE SUBMITTED IN DUPLICATE SEPARATELY. (Total Four Envelopes clearly indicating ORIGINAL & DUPLICATE on envelopes).

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 quoted rates will not be allowed.
3. The tender should be complete in each and every respect. Required papers/certificates should be attached so that the tender may not be rejected.
4. Tenderers (Authorized person) shall sign the offer and all the enclosures being submitted by them with their designation, seal and date.
5. Clearly mention full technical details of the items specifications-wise as desired in the tender notice.
6. Clearly mention if there is any deviation in the 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. Any cutting/corrections should be properly attested by the tenderer otherwise it will not be accepted.
8. Quoting any conditional discount which affects the quoted rates shall not be acceptable and such offer shall be rejected outrightly. Any discount given on quoted price as a whole shall however be acceptable.
9. 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.
10. 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.
11. If the rates are written by pen then it should be signed by the same person who has signed Financial Bid.
12. Any cutting or overwriting in financial bid should be signed by the same person who has signed Financial Bid.
13. Every page of the Tender document must be numbered.
14. In Technical offer, Index should be made with page number.
15. Period of validity of the bid should not be less than 180 days from the date of opening of the bid.
16. 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, which do not meet the basic requirements will be treated as improper and rejected.

The following are the important points, for which a tender will be considered as improper and be rejected, during the initial scrutiny:

- (1) The tender is not in the prescribed form
  - (2) The tender is unsigned.
  - (3) The tenderer is not eligible, if it does not fulfill any or all required conditions.
  - (4) The tender validity period is less than the required period.
  - (5) Required EMD has not been submitted.
  - (6) The tenderer has quoted for equipments 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 equipments quoted are sub-standard, not meeting the required specifications.
  - (9) Against a schedule in the List of Requirement (incorporated in the tender notice), the tenderer has not quoted for the entire requirement as specified in that schedule.
  - (10) The tenderer has not agreed to any or all essential condition(s) incorporated in the tender notice.
17. Discrepancies between original and duplicate copies of bid- There should not be any discrepancy between original and duplicate copies of bids. However, if some discrepancies are observed between the original and duplicate copies of the same bids, the text of the original copy will prevail.
18. Correction of arithmetical errors in Financial Bids- Tenderers are advised to fill the entire tender carefully. It will not be allowed to correct the quoted unit rate. However, on the basis of quoted rate, if any error in mathematical calculation is observed the calculation correction can be allowed at the judicious discretion of the concerned committee.

### **(C) EARNEST MONEY, SECURITY AND WARRANTY CONDITIONS**

1. Wherever and whenever, Earnest money and Security is asked for, the same shall have to be submitted as desired otherwise the tender will not be acceptable.
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 nationalized/scheduled commercial Bank .

#### **2.1 Validity of EMD-**

The EMD should remain valid for a period of 45 (forty five) days beyond the 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 **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 The desirable warranty period for all equipments is 03 years and 01 year for UPS batteries.

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 two working 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 equipments 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 timely dispatch of items to the purchaser.
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 equipments 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 equipments 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 be present at Radio HQ, Mahanagar, Lucknow on the date of Technical & Financial bid opening and meeting thereof.
2. If any regulatory act is applicable to the items, copy of clearance by the competent authority should also be enclosed.
3. OEM or bidder must have its service centre in UP preferably in Lucknow. 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. 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.
5. 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.
6. At any stage, even after delivery if it is found that the make/model/specifications of the equipments supplied are different from the offered ones, order may be cancelled and penalty may be imposed accordingly, including black listing the supplier company/firm.
7. 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.
8. The supplier firm will ensure and provide Compliance Certificate for the Technical specifications of Items quoted.
9. 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.
10. **The supplier firm must have made at least two supply orders of Rs. 10 Lac each of similar items in Central/State Govt./Semi Govt. offices/Authority/Corporations/Govt. Banks in last 03 financial years.**
11. 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.
12. The detailed technical specifications and brochures of the Model with the images should be available in public domain on OEM's official website for verification. The Part Numbers with Make & Model of all items of the BOQ of the offered model for cross verification, and to mention in Purchase Order.
13. **Tenderer should have minimum annual turnover of Rs. 20 Lac during each year for last three financial years.**
14. **Tenderer should submit complete BIS test report as per IS 16242(Part 1) from Authorised Govt. Laboratory in reference to Line Interactive UPS.**

### 3. CONDITIONS OF AGREEMENT

1. The agreement is to last till warranty period 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 equipments 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.
3. The equipments 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.
4. U.P. Police Radio HQRS may, by notice in writing, call upon the supplier to supply additional equipments to serve as samples, and on such notice in writing the supplier shall be bound to supply additional samples of equipments, such additional samples should be in all respects of the same quality of sort as the first sample supplied.
5.
  - (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 Radio Hqrs, Mahanagar, Lucknow.
  - (b) Railway freights, if pre-paid, shall be added to the original quotations.
  - (c) When equipments 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.
6. Unless, Specially ordered, all equipments must be delivered at Radio Headquarters within **30 days** of the receipts of supply order by the suppliers.
7. Equipments 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 equipments, the supplier will send bill in four copies to the IGP/Director, Telecom. The payment will be made after the satisfactory PDI of the equipments.
9. Payment shall ordinarily be made **within one month** of delivery. However no additional amount be paid for any delay in payments which is because of any reason beyond control of Radio HQ. 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 and prevailing laws of the land.
10. The supplier firm shall not sub-let or assign this contract to any other person/firm.

11. In the event of the supplies 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 equipments per week subject to the maximum of 10 percent of the value of the said equipments**. 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 it notifying in writing to the supplier that he has so done, this agreement shall absolutely determine. It may also debar the firm for the Uttar Pradesh Police Radio Hqrs. contracts for such periods as it 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. In the event of any legal dispute arising out of this tender the jurisdiction will be that of Lucknow court only.
15. Without prejudice to any other remedy provided by the law any amount due from the supplier to the Governor of U.P. 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.
16. 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 two working 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/IGP 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.
17. Warranty period of the equipments will be counted from the date of satisfactory PDI of the equipment.
18. The supplier will replace/repair the defective equipment during warranty period at his own risk and expense.
19. 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 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.

## 1. 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, fax No. and email		
4	Registration No.  VAT: CST: (Self-attested copy of the document to be attached)		
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	If tenderer is manufacturer's Dealer then enclose- I Name and Address of each manufacturer  ii 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> .  iii Agreement copy between OEM and authorized dealer (tenderer) attested by public notary.  iv Service tax registration number details, if available (copy be attached)		
8	i Please mention make and model of the each equipment being offered and OEM's official website for verification.  ii Please mention 'Yes' or 'No'. If, BIS test report as per IS 16242(Part 1) from Authorised Govt. Laboratory in reference to Line Interactive UPS is attached?.  iii Technical Specification - Enclose pamphlets with specification and mention the Website. Enclose required certifications and test reports as asked in the Technical Specifications.  iv Mention 'Yes' or 'No' in front of required Technical Specification given along with the tender form by the Police Radio Hqrs.		

	v	The firm must provide warranty period of 03 years for all equipments and 01 year for UPS batteries.		
	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 02 working days after intimation received or shall make stand-by arrangement to provide new equipments.		
	Vii	All the after-sales/warranty services shall be provided at the consignee's address		
	Viii	The tenderer is required to support the spare parts and accessories of the quoted item after warranty period for the next 05 years.		
	iX	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 (Proforma enclosed as annexure-B)		
9		Name of the Central/State Govt./Semi Govt. offices/Authority/Corporations/Govt. Banks, to which the supply of similar Items were made in the preceding three financial years (enclose copy of major purchase orders and other documents)		
10		SOLVENCY certificate from a nationalized/ Scheduled bank issued not before six month from the issuing tender notice.		
11		Earnest Money Deposited D.D. No: Date : Name of the Bank: Amount (in Rs.):		
12		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.) :		
13		Indicate your delivery schedule (against the various activities listed) Letter of award :D Signing of Agreement :D+ days Supply of equipments :D+ days		
14		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

Signature  
(Authorized Signatory)

Name:

Date:

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 of U.P.

[illegible]

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

Address Name of supplying firm

*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	अनुपालन की स्थिति (हाँ अथवा नहीं)
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 tenderer 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	
5	टेक्नीकल बिड के महत्वपूर्ण बिन्दु-	
	(i) यदि निविदादाता फर्म डीलर/डिस्ट्रीब्यूटर हो तो Principals से टेक्नीकल ऑफर प्रपत्र के बिन्दु सं०-7 -ii 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.)	
	(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 in technical bid.	
	(b) Complete BIS test report as per IS 16242(Part 1) from Authorised Govt. Laboratory in reference to Line Interactive UPS.	
	(c) Enclose pamphlets with specifications.	
	(d) Declaration certificate on non-judicial 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)	
	(e) <b>Enclose required certification.</b> Mention Make and Model, "Yes" or "No", Deviations from specifications, If any, 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.	
6	निविदा सूचना की शर्त के अनुसार ₹0 100.00 के नॉन-ज्यूडीशियल स्टाम्प पेपर पर OEM एवं ऑफर किये जा रहे उपकरणों को काली सूची में न डालने विषयक शपथ-पत्र।	



7	निविदादाता फर्म द्वारा रु0 100.00 के नॉन-ज्यूडीशियल स्टाम्प पेपर पर फर्म की आपराधिक पृष्ठभूमि न होने, किसी आपराधिक गतिविधि में सम्मिलित न होने तथा काली सूची में न होने विषयक शपथ पत्र।	
8	निविदादाता द्वारा सम्पूर्ण टेण्डर डाक्युमेंट पर पृष्ठ संख्या अंकित करना तथा प्रत्येक पृष्ठ समुहर हस्ताक्षरित करना।	
9	निविदादाताओं द्वारा सम्पूर्ण टेक्निकल बिड के सम्बन्ध में (Index) इण्डेक्स बनाकर संलग्न करना।	
10	Name of Central/State Govt./Semi Govt. offices/Authority/Corporations/Govt. Banks with copy of supply order, to whom supplies of similar items have been made in preceding three years.	
11	Integrity Pact	

## 7. TENTATIVE BOQ

Name of the Equipment		Items	Qty	Offered item's (to be filled by tenderer)	
				Make	Model
Desktop PC with accessories	1-	PC Desktop	08		
	2-	Line Interactive UPS	08		
	3-	Laser Jet Printer	08		

## 8. SPECIFICATIONS of Desktop PC with accessories

### Technical Specification for PC desktop

Sl.	Parameter	Specifications	Make and model offered	Specifications compliance (Yes/No)	Deviations from specifications, If any, please mention specifically
1	2	3	4	5	6
1	CPU	Intel Core i5-6500 Processor, upto 3.6 GHz, 8MB Cache or better.			
2	Chipset	Chipset compatible with the processor			
3	Motherboard	OEM motherboard			
4	Bus Architecture	3 PCI (PCI/ PCI Express )			
5	Memory (RAM)	4 GB 1600 MHz DDR3 RAM with 16 GB Expandability or better			
6	Hard Disk Drive	1TB 7200 rpm Serial (SSD/HDD) or better.			
7	Monitor	47 cm (18.5 inch) LED Display or better			
8	Keyboard	Min. 104 keys USB key board			
9	Mouse	USB Optical mouse			
10	Graphic card	NVIDIA 1GB or better			
11	Ports	Min. 6 USB Ports (with at least 2 in front & min 2 no. USB 3.0), audio ports for microphone and headphone in front.			
12	Cabinet	Tower, small & slim.			
13	DVD +RW Drive	16X or better			

Sl.	Parameter	Specifications	Make and model offered	Specifications compliance (Yes/No)	Deviations from specifications, If any, please mention specifically
1	2	3	4	5	6
14	Networking facility	10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, out of band management using any standard management software.			
15	Power Supply	Max. 300 W			
16	Operating System	Genuine Windows 10 Professional 64 bit - English, with latest service pack			
17	Antivirus (Latest Version)	Latest Version with min. three year License.			
18	Information accessibilities	The detailed technical Specifications and brochures of the Model with the images should be available in public domain on OEM's official website for verification. The Part Numbers with Make & Model of all items of the BOQ of the offered model for cross verification, and to mention in Purchase Order.			
<b>Documentation and Certificate of Authenticity.</b>					
1	OS Certifications	Windows 10 OS Certifications			

Sl.	Parameter	Specifications	Make and model offered	Specifications compliance (Yes/No)	Deviations from specifications, If any, please mention specifically
1	2	3	4	5	6
<b>Auxiliary Item</b>					
1	Line Interactive UPS of suitable rating to provide at least 30 minutes power.	<ol style="list-style-type: none"> <li>1. Input Voltage = 160V to 280V, 50Hz±10%</li> <li>2. Output Voltage = 220V±10V, 50Hz±10%</li> <li>3. It should be housed in a rugged enclosure.</li> <li>4. Capacity = 1000 VA</li> <li>5. Min. 2 no. of 7.6 Ah, 12V SMF Batts.</li> </ol>			
2	<b>Laser Jet Printer</b>	<ul style="list-style-type: none"> <li>• RAM- 2MB or better</li> <li>• Horizontal resolution - 600 dpi or better</li> <li>• Vertical resolution- 600 dpi or better</li> <li>• First copy out time- 10 sec or better</li> <li>• Print speed- 14 ppm or better (A-4)</li> <li>• Duty Cycle: 5000 Pages per month</li> <li>• Operating system support- Windows XP/7/8/8.1/10</li> </ul>			

**9. PROFORMA FOR AUTHORITY/UNDERTAKING LETTER**

We.....(Name of OEM) hereby declare that in respect of items/equipment tendered against tender notice no.-----dt.----- by.....(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. Quoted items and we..... (Name of OEM) have not been blacklisted by any Government department/authority.
3. 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/equipments tendered 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/distributor (Bidder) 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 (Bidder) 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 for tender notice no.----- dt.-----, for the supply of\_\_\_\_\_ (Name of the equipments/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 notice 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 of .....20.....

### 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

.....

.....