उत्तर प्रदेश पुलिस दूरसंचार मुख्यालय, महानगर, लखनऊ — 226006 संख्याः ई-421/2016 दिनांकः जनवरी 06 , 2017

शुद्धि-पत्र (Corrigendum)

इस मुख्यालय की निविदा सूचना संख्याः ई-421/2016 दिनांकः 03.01.2017 द्वारा पुलिस रेडियो विभाग के प्रयोगार्थ विभिन्न संचार उपकरणों के कय हेतु सक्षम फर्म/डीलर्स से मुहरबंद निविदाएं आमंत्रित की गयी है। उ०प्र० विधान सभा चुनाव-2017 में संचार उपकरणों की अपरिहार्यता के दृष्टिगत निविदा समय सारिणी में निम्न संशोधन/परिवर्तन करते हुए शुद्धि-पत्र जारी किया जा रहा है:-

1. निविदा सूचना में परिवर्तनः-

निर्धारित	संशोधित		
निविदा प्रक्रिया की समय सारणी निम्नवत होगी-	निविदा प्रक्रिया की समय सारणी निम्नवत होगी-		
2— निविदा डालने — दिनांकः 27.01.2017 की अन्तिम तिथि समय 1400 बजे तक। 3— तकनीकी ऑफर — दिनांकः 27.01.2017 खोले जाने की समय 1600 बजे। तिथि	 निविदा डालने की – दिनांक: 21.01.2017 अन्तिम तिथि समय 1400 बजे तक। तकनीकी ऑफर – दिनांक: 21.01.2017 खोले जाने की समय 1600 बजे। तिथि 		

उक्त के अतिरिक्त सभी शर्ते पूर्ववत हैं।

निविदा फार्म उ०प्र0पुलिस की वेबसाइट Website: www.uppolice.gov.in से प्राप्त किया जा सकता है।

उपमहानिरीक्षक (पुलिस दूरसंचार)प्राविधिक उ०प्र०पुलिस रेडियो मुख्यालय,

महानगर—लखनऊ E-Mail : radiohq@nic.in

Website: www.uppolice.gov.in

निविदा सूचना

उत्तर प्रदेश पुलिस रेडियो मुख्यालय, महानगर, लखनऊ — 226006 निविदा संख्याः ई-421/2016 दिनांकः जनवरी-03 2017

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

	उपकरण/ उपकामका का पुरा	प्रतिभूति राशि	राशि टेण्डर फी		सम्पूर्ति का		
Ф0		कुल मात्रा	(रू० में)	नकद	बैंक ड्राफ्ट द्वारा	स्थान	
1	i) वीएचएफ रेडियो सेट मय सहवर्ती उपकर्मिकाएं	150	2,45,500/-	25,000/-	25,100/-	उ०प्र० पुलिस रेडियो मुख्यालय, महानगर, लखनऊ	
	ii) डिजिटल वीएचएफ हैण्ड हेल्ड रेडियो सेट मय सहवर्ती उपकर्मिकाए		2,45,500/-				
2	मोटोरोला जीपी—338 हैण्ड हेल्ड रेडियो सेट हेतु बैट्री	8000	1,80,500/-	25,000/-	25,100/-		
3	i) केनवुड टीके—270 जी हैण्ड हेल्ड रेडियो सेट हेतु बैट्री	2007	68,500/-	10,200/-	10,300/-		
	ii) केनवुड टीके—2317 हैण्ड हेल्ड रेडियो सेट हेतु बैट्री	1000	30,3007				

उक्त तालिका के क्रमांक-1 से 3 में अंकित प्रत्येक आइटम हेतु अलग-अलग निविदा डाली जायेगी। एक निविदादाता एक से अधिक आइटमों हेतु निविदा में प्रतिभाग कर सकता है परन्तु उसे प्रत्येक आइटम हेतु अलग-अलग निविदा में प्रतिभाग करना होगा।

- 2. उपरोक्त उपकरणों की आपूर्ति हेतु इच्छुक फर्में 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। इच्छुक फर्में निविदा फार्म उठ प्रठ पुलिस की वेबसाइट 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 उठप्रठ लखनऊ (IGP/Director, Telecom, UP, Lucknow) के पक्ष में निविदा लिफाफ में उपलब्ध कराया जाना आवश्यक होगा। निविदा की अन्य शर्ते 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।
- विभाग को उपरोक्त सम्पूर्ण निविदा सूचना को निरस्त करने एवं क्रय किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का अधिकार होगा।
- 5. टेण्डर से सम्बन्धित कोई भी जानकारी किसी भी कार्य दिवस में मोबाइल नं. 09454402615 पर प्राप्त की जा सकती है। निविदा सूचना उ0 प्र0 पुलिस की वेबसाइट www.uppolice.gov.in एवं सूचना विभाग की वेबसाइट www.upgov.nic.in पर उपलब्ध करायी जा रही है। विभाग के कार्यालय का फैक्स नं. 0522–2335346

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6. निविदा प्रक्रिया की समय सारणी निम्नवत होगी-

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2 निविदा डालने की अन्तिम तिथि

3- तकनीकी ऑफर खोले जाने की तिथि

 उपकरणों के प्रदर्शन की तिथि (सम्भावित) दिनांकः 07.01.2017 से दिनांकः 27.01.2017 तक।

- दिनांकः 27.01.2017 समय 1400 बजे तक।

- दिनांकः 27.01.2017 समय 1600 बजे।

अभिलेखीय परीक्षण के पश्चात तिथि निर्धारित की जायेगी।

उपमहानिरीक्षक (पुलिस दूरसंचार) प्राविधिक उ०प्र०पुलिस 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.

TENDER FORM

(For Batteries of Hand Held Sets)

CONTENTS:-

- TENDER NOTICE
- GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF TENDER
- CONDITIONS OF AGREEMENT
- 4. TECHNICAL OFFER
- FINANCIAL OFFER
- CHECK LIST FOR SUBMITTING OFFER
- 7. PROFORMA FOR AUTHORITY LETTER OF OEM
- 8. PROFORMA FOR DECLARATION OF BIDDER
- 9. PROFORMA FOR AUTHORITY FOR SIGNING TENDER DOCUMENT
- 10. MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD
- 11. MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY
- 12. PROFORMA FOR INTEGRITY PACT (IP)
- TENTATIVE BOQ
- 14. TECHNICAL SPECIFICATIONS

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1) TENDER NOTICE



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2. GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF TENDER

(A) DOCUMENTS REQUIRED TO FILL TENDER FORM

- 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.
- 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.
- 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.
- Tendering firm, if an agent or dealer of OEM, must submit valid agency/dealer agreement copy attested by public notary.
- 5. It shall be 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 and OEM) during the finalization / pendency of the contract. Failure to do so, may entail civil as well as criminal liability. The right to which rests with the U.P. Police Radio Hqrs., to cancel the order or take such necessary action as it may deem fit.
- The Bidder must provide a declaration certificate on stamp paper worth Rs. 100.00 duly notarized that they will support the quoted Item for testing and maintenance for its prescribed life as detailed in technical offer (Proforma enclosed as Annexure-B)

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- 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. Bidder has to enclose VAT clearance certificate.
- 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/Dir.(Telecom) U.P. Police Radio Hqrs., Lucknow.)
- 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 as on the date of submission of tender.
- 11. Firm will have to provide a solvency certificate in original from any nationalized/ scheduled bank of the amount more than the estimated cost of project issued not 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).

- 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 its enclosures with their designation, seal and date.
- 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.
- 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 and bid is liable to 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 separate tender form & bid 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 scrutinized to see whether the tenders meet the basic requirements as incorporated in the bidding documents. The tenders, which do not meet the basic requirements, are to be treated as unresponsive and ignored.

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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 say, 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 specification 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.
- 21. Tender without Tender Fee will not be accepted.

(C) EARNEST MONEY, SECURITY AND WARRANTY CONDITIONS

 Wherever, Earnest money and Security is asked for, the same shall have to be given/submitted as desired along with the Technical offer. Offers without E.M.D./Security, if asked for, will be ignored. E.M.D./Security in the form of demand draft 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) for 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

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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.

- 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 -
- 4.1 Warranty period of Battery One year
- 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

- 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.
- 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

- Details of the delivery period must be mentioned. Unless, specially ordered, all goods must be delivered to Radio Headquarters within 30 days of the receipts of supply order by the suppliers.
- Dealer/agent being tenderer shall have to ensure dispatch of item direct from factory premise to purchaser, if so desired.
- The supplier will supply items/material/equipment strictly in numbers specified in BOQ for each items and strictly as per technical specification 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.
- 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 equipmentare not supplied within the specified period then the supply order issued, may be cancelled besides taking recourse to other legal / contractual provisions.

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(F) DEMONSTRATION, INSPECTION AND TEST REPORTS

- 1. Those firm who qualify the process of evaluation of technical bid, will have to demonstrate the equipment before the technical committee of the Radio Headquarters as per procedure and schedule laid down by the Radio Headquarters, Lucknow.Due to shortage of time and requirement of these batteries for the forth coming state assembly election, bidder are requested to deposit 4 (four) number of offered batteries of each make and model at the time of opening of bid for demonstration.
- Copy of the test reports, UNDER STANDARD TEST CONDITIONS about the equipment will have to be submitted to the department, when asked for.
- It will be the responsibility of the firm to satisfy the department about proper functioning of the equipment according to specifications provided with the tender form.
- 4. Details of quality control agreement with the manufacturing unit may also be given.
- The concerned firms who qualify technical bid and demonstration as per the required criteria will be timely intimated about exact date & time of opening of financial bids.

(G) TERMS OF PAYMENT

- 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.
- 100% payment shall be made only after satisfactory delivery and testing of equipment.TDS will be deducted as per prevailing rules.

(H) OTHER CONDITIONS

- 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 center in India, then it's dealer/distributor must have service center 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 equipment.

- 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 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.
- 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.
- The supplier firm will ensure and provide Compliance Certificate for the Technical Specification of Items quoted.
- 9. U.P. Police Radio headquarters 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 completed at least three supply orders of similar items to govt., semi Govt. offices in last two 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 OEM should be in production line of similar item at least for the last 02years.
- Firm will have to provide original certificate such as NSIC certificate etc. at the time of opening of tender for verification.
- 14. Number of items quoted in BOQ may increase or decrease.
- 15. Bidder are allowed to bid for one or more type/make/model of batteries.

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3) CONDITIONS OF AGREEMENT

- 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 headquarters, Mahanagar, Lucknow without any compensation to the supplier.
- 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 provide 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 Radio headquarters, 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.

- 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.
- 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.
- 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

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

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)

SI			OR TRANSPORT HUDDRESH SAFE	Reference
		Description	To be filled by Tenderer	Page No. of Tech. bid
1	Name of the Tendering firm		ant of the company	Ċ.
2	Nature of Tenderi	ng firm: - OEM or Authorized dealer/distributer		Z-Z
3	Year of Incorporat	ion		an-
4	Address of the Renumber and fax N	egistered office of tenderer with phone o. & email		
5	Registration No.	VAT: CST: y of the document to be attached)		
6		tificate must be submitted		
7		sheet of the just concluded year and the s (documents to be attached)		
8	Income tax return	statements of the just concluded year two years (documents to be attached)	1 m m place 1 st - m	
9.A	If tenderer is OEM			1 1 10 10
		/incorporation certificate of OEM for ing of similar product.		
		store manufactured during last three fying each item separately.		1 4
	tenderer (de	s of factory or workshop owned by ocumentary proof be attached)		
9.B	1000	ufacturer's Dealer then enclose-	The sea of the season	
	- 20	ddress of each manufacturer	THE HILL ON A PRO-	
	manufactur	/incorporation certificate of OEM for ing of similar product.		
	tenderer n (proforma Principals a	thority of sole distributor (or) dealer the nust enclose a letter of Authority enclosed as annexure- A) from the sper condition No. 2 of DOCUMENTS TO FILL TENDER FORM.		
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	copy between OEM and authorized derer) attested by public notary.	Committee Committee Committee	
10	to provide	DEM/Dealer/Distributor Service Centre, services for the supplied equipment in ss with phone number and fax number	All Transferred to making	

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	ii	Service Tax registration number details (copy be attached)		1/2
11	i	Please mention make and model of the each		
	16	equipment being offered.		
	ii	Technical Specification - Enclose original	er a transporter de destalate mais	in about
		pamphlets or downloaded from OEM website with		
		specification datasheet and mention the Website,		
	OT .	Photocopy will not be accepted. Enclose required certifications and test reports as asked in the	(circinent)	
	11	Technical Specifications.		
	iii	Mention 'Yes' or 'No' in front of required Technical	mail outside to a 1 do not	- A
	335.5	Specification given along with the tender form by	5 8	
	100	the Police Radio headquarters.	The series of th	are distingly
	iv	The firm must provide warranty period of		1 100
	100	Minimum one year on batteries.	UID Insultantique	Kraallin.
				Mr.
	٧	In case any fault occurs in any of the equipment	node (a)	-
		during warranty period, the supplier firm shall	A Manual	
		make arrangement to repair or replace within 07	and bearings to you	W 2
		days after intimation received or shall make stand-	The state of the s	171
		by arrangement to provide new equipment.	A CONTRACTOR OF THE PARTY OF TH	
	Vi	All the trainings/after-sales/warranty services shall		
		be provided at the consignee's address		
	vii	The Bidder must provide a declaration certificate	1	10
		on stamp paper of worth Rs. 100.00 duly notarized	1	N M a
		that they will support the quoted item for testing	- Y	
		and maintenance for its prescribed life (Profarma enclosed as annexure-B)	×	
	Non			1/
		ne of the Government agencies and other anizations, to whom the supply of similar Items were		
12	10.00	de in the preceding two years (enclose copy of major		
		chase orders and other documents)	Section in the second section	
13	-	VENCY certificate from a nationalized/ Scheduled		
13	F 15 10 10 10 10 10 10 10 10 10 10 10 10 10	k issued not before six month from the issuing tender	A THE RESERVE AND ASSESSMENT OF THE PARTY OF	6.
	100000	ice to be submitted in original.	The second transfer of the second	
14	-	grity Pact (Annexure-F)		
15		nest Money Deposited		
		D.D. No:	Charles of the same of the	
		DATE :	THE PARTY OF THE PARTY OF	
		Name of the Bank:	THE RESERVE OF THE PARTY OF THE	= = 7
		Amount (in Rs.):	And the second s	10
6	Det	ail of Tender form fee deposited		
	(i)	If form purchased through Cash (proof be attached)		
X	(ii)		THE SHOWS	
1		be attached)	the last of the principle of	
	All Carry	D.D. No :	The state of the s	
		DATE :	III THE PERSON NAMED IN	
		Name of the Bank:	STATE OF THE STATE	
		Amount (in Rs.) :	necessary and the second second	
17	1000	icate your delivery schedule (against the various	School New Johnson	
		vities listed)	Investigation of the second	
	155	etter of award :D	AND THE RESIDENCE OF THE PARTY OF	100
	1000	igning of Agreement :D+ days	and and other man manual of	
	S	upply of equipment :D+ days	mooning array are appeared that	
			Brans 27 1	
	_		1	

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)
Date:	Name:
	The last trade plants of the last trade
	CONTRACTOR DESCRIPTION OF THE PERSON OF THE
	A Y
	<i>y</i>
Signed	

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5) FINANCIAL OFFER

TENDER No.----

- 1. I/We hereby quote to supply the goods and materials in the under writing Schedule in the manner in which and within the time specified, as set forth in the conditions of agreement stated above at the rates given in the Schedule below. I/We hereby agree that in the event of tender being accepted, the condition of Para SI. 1 to 17 and those contained in the acceptance letter will be binding upon me/us and will, along with the quotation, be converted into and shall be deemed to be a completed agreement between me/us and the Governor of Uttar Pradesh from date of acceptance letter. I/We hereby further agree that if so required by the U.P. Police Radio HQ, I/We shall execute formal Agreement Deed.
- 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.

5. DELIVERY PERIOD:

6. TRAINING:

7. WARRANTY:

SCHEDULE OF RATES

		Qty.		Ta	xes	3	Disco-	Make
SI. No.	Description of equipment	/ Basic	Basic price	Sales Tax/ VAT	Excise Duty	Total	unt if	and Brand
1			1	Jan.				
2		A .	Q.					
		N/A	7					
	100	1	1					
Gran	d total cost in figures	17						
Gran	d total cost in words	Secure						

	1	All rates are F.O.R	
Dated the	day of	2016	
Signature			
Address	Name	of supplying firm	
N.B. Please do not forget	to fill in all the above columns.	ALL STATE OF THE S	
1 1	Accepted		
11 1 "	Signed		
	Designation		
	For and on behalf o	f the Governor of Uttar Pradesh.	
4. VALIDITY:			

6) CHECK LIST FOR SUBMITTING OFFER

SI		Details						
1	OTHE ENVE FINAL ENVE	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						
2		ority Letter, if authorized signatory of the tender is not participating, the representative d come with authority letter						
3	-	r of attorney for authorized signatory as per Annexure-C						
4		ments of year of incorporation of Bidder.						
5	-	ments of year of incorporation/Registration of OEM.						
6	(i)	Documentary proof of address of manufacturing factory/workshop address (Reference 9.A(iii) of technical offer)						
	(ii)	If bidder is an authorized dealer/distributor then authority letter as per annexure-A of the tender form.						
	(iii)	Agreement copy (between OEM & Tendering firm)						
	(iv) VAT & CST (attach self attested documents.) Registration details.							
	(v)	VAT clearance certificate be attached.						
	(vi)	(vi) Audited Balance Sheet of the just concluded year and the previous two years. (attach documents)						
	(vii)	Income tax return statements of the just concluded year and the previous two years. (attach documents)						
	(viii)	Valid EMD, as desired in Tender Notice and tender form						
	(ix)	Tender form fee deposition proof.						
	(x)	Details of service centers (Address/Phone/Fax/ e-mail) registration no. details copy attached						
	(xi)	Mention Make & model of the each equipment being offered						
	(xii)	Enclose original pamphlets or downloaded from OEM website with specifications data sheet.						
	(xiii)	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						
	(xiv)	Enclose required certification/test reports. Mention "Yes" or "No" in front of departmental Technical Specifications provided by the deptt. reg compliance by the offered equipment.						
7		wit on nonjudicial stamp of Rs. 100/- stating that neither the Bidder firm nor the offered ment has been blacklisted.						
8	Affida	wit on nonjudicial stamp of Rs. 100/- stating that neither the bidding firm has criminal ground nor it is involved in any criminal activity.						
9	17.	page of the Tender document is numbered and is signed by authorized person with seal.						
10	Comp	plete Tender document has properly been indexed and an index page is attached with tender ment.						
11		of govt. agencies with copy of supply order, to whom supplies of similar items has been made eceding two years.						
12		rity Pact as per Annexure-"F".						

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7) PROFORMA FOR AUTHORITY/UNDERTAKING LETTER OF OEM

Signature (For and on behalf of OEM) Seal

8) PROFORMA FOR DECLARATION OF BIDDER

We		(Bidder Fir	m) hereby declare that in
respect of items/equipment	nent tendered	, we against tender no	tice no
- dated,	We are the	authorized	(Relationship
between the bidder firm	n and OEM) vi	ide OEM's authority le	tter No
dated We	undertake ens	ure that -	

- We will support the quoted equipment for installation, testing, commissioning & maintenance including supply of spare parts for its prescribed life.
- We will be accountable for any shortcomings/defects/substandard supplies/supplies not according to norms & will be accountable for quality of products. It is also mentioned that the prices/rates quoted are reasonable.
- 4. We undertake to inform to U.P. Police Radio Headquarters in case any material change that take place in the above item/equipment/agreement between OEM and dealer/distributer during the finalization/pendency of the contract.

Signature (For and on behalf of Bidder) Seal

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9) PROFORMA FOR AUTHORITY FOR SIGNING TENDER DOCUMENTS

We, M/s	(Name of the firm/company with address of the registered	he
**************************************	ute, appoint and authorise Mr./Ms (Name ar	
	who is presently employed with us and holding the position	
	s our attorney to do in our name and our behalf all or any of the	
	ngs necessary or incidental to our tender for the supp	
	Name of the equip/items), including signing and submission	
	participating in the meetings, responding to queries, submission	
	nents and generally to represent us in all the dealings with clie	
	ment Agency or any person, in connection with the works un	
	process of bidding till the tender agreement is entered in	to
with	(client) and thereafter till the expiry of the tender agreement.	
We hereby agree to	atify all acts, deeds and things lawfully done by our said Attorne	
	hority Letter and that all acts, deeds and things done by o	
	all and shall always be deemed to have been done by us.	ui
SI LISTRIO ID ANNUI		
page 1. PH. Very diposition	Internity and the process of the state of th	
	The second of th	
Dated this the	day of 2016	
/Cignoture and Name		
(Signature and Name	of authorized signatory)	
Danish and to un	The second secon	
Seal of the firm Com	any	
and and		
~ ~ ~		

10) Model Bank Guarantee Format for Furnishing EMD

Whereas
submitted their offer dated for the supply of
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
Purchasor the Bank binds itself its successors and easing by the said
Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this
with the Common Seal of the said Bank this day of
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)
A CONTRACTOR OF CONTRACT
Name and designation of the officer
The state of the s
Seal, name and address of the Bank / Branch
Target Sale of countries has autour leac.

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11) Proforma for Model Bank Guarantee for Performance Security

To,	
The Governor of Uttar Prade	sh
(here-in after called "the	supplier") has undertaken, in pursuance of contract to supply (description of goods and services
supplier shall furnish you v recognised by you for the s obligations in accordance wit	s been stipulated by you in the said contract that the with a bank guarantee by a scheduled commercial bank sum specified therein as security for compliance with it
	hereby affirm that we are guarantors and responsible ter, up to a total of (amount of the
guarantee in words and figu	res), and we undertake to pay you, upon your first writte er to be in default under the contract and without cavil o
	within the limits of (amount of guarantee) as aforesaid we or to show grounds or reasons for your demand or th
	e necessity of your demanding the said debt from the
We further agree that terms of the contract to documents which may be mous us from any liability under	at no change or addition to or other modification of the be performed there under or of any of the contract ade between you and the supplier shall in any way releas this guarantee and we hereby waive notice of any suc
change, addition or modifica This guarantee shall be	tion. e valid until the day of 20 20
And the same	(Signature of the authorised officer of the Bank)
\)	Name and designation of the officer
	Seal, name and address of the Bank / Branch

12)-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 bidrotation 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.

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- 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 noncash 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.

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10	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:	
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SI. No.

UTTAR PRADESH POLICE RADIO HEADQUARTERS, MAHANAGAR LUCKNOW -226006

Price: Rs.25000/2

TENDER FORM (For Digital VNF Sets)

CONTENTS:-

- 1. TENDER NOTICE
- 2. GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF TENDER
- 3. CONDITIONS OF AGREEMENT
- 4. TECHNICAL OFFER
- 5. FINANCIAL OFFER
- 6. CHECK UST FOR SUBMITTING OFFER
- 7. PROPORMA FOR AUTHORITY LETTER OF OEM
- 8. PROFORMA FOR DECLARATION OF BIDDER
- 9. PROFORMA FOR AUTHORITY FOR SIGNING TENDER DOCUMENT
- 10. PROFORMA FOR BANK GUARANTEE FOR EMD
- 11. PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
- PROFORMA FOR INTEGRITY PACT (IP)
- 13. TENTATIVE BOQ
- 14. TECHNICAL SPECIFICATIONS

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1.TENDER NOTICE

2. GUIDELINES/INSTRUCTIONS FOR PREPARATION & SUBMISSION OF TENDER

(A) DOCUMENTS REQUIRED TO FILL TENDER FORM

- 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-todate.
- 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 Antexure-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.
- 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.
- 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.
- 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 (Profarma enclosed as Annexure-B)
- 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

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- 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

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).

- After opening of the tender any change in the rates shall not be acceptable and offer will summarily be rejected.
- 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.
- 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.
- 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.
- 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

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- (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.

 Tendel without Tender fee well not be accepted.
 - (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.

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 supplie, 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.
- 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 g years, Hand Held 02 years, Power supply 01 year, Battery charger for Hand Jelds 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

- Force Majeure means an event beyond the control of the supplier and not involving the supplier's
 fault of 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,
 hot libry, acts of public enemy, civil commotion, sabotage, earthquake, fires, floods, explosions,
 epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- 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.

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2 7 5/1/17 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

- 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.
- Dealer/agent being tenderer shall have to ensure dispatch of item direct from factory premise to purchaser, if so desired.
- 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 esting 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 evolution 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. Due to shortage of time and requirement of these sets for the forth coming state assembly election, bidder are requested to deposit 4 (four) number of sets with all accessories of offeredeach make and model at the time of opening of bid for demonstration.
- 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 according to specifications provided with the tender form.
- 4. Details of deality control agreement with the manufacturing unit may also be given.
- The concerned firms who qualify technical bid and demonstration as per the required criteria will be unely intimated about exact date & time of opening of financial bids.

(G) TERMS OF PAYMENT

- 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.
- Final payment shall be made after satisfactory inspection and functioning of the equipments. TDS will be deducted as per prevailing rules.

(H) OTHER CONDITIONS

- 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.
- If any regulatory act is applicable to the items, copy of clearance by the competent authority should also be enclosed.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 paust 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. Number of items quoted in BOQ may increase or decrease.
- 19. The OEM should be in production line at least for the 15 years since date of supply for wireless set.
- 20. Firm will have to provide original certificate such as NSIC certificate etc. at the time of opening of tender for verification.

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3. CONDITIONS OF AGREEMENT

- 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 Hgrs Mahanagar, Lucknow without any compensation to the supplier.
- 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.
- (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.
- 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.
- 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 debat 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.

79

- 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.

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)

SI.		Description	To be filled by Tenderer	Reference Page No. of Tech. bid
1	Nan	ne of the organization	will are often perfect blood of	6
2	Year	r of Incorporation	-	N
3	1	dress of the Registered office of tenderer with phone	1	1
4	(i)	Registration No. VAT: CST: (Self-attested copy of the document to be attached)	101	
	(ii)	VAT clearance certificate must be submitted		
5	of t	dited balance sheet and income tax return statements the just concluded year and the previous two years cuments to be attached)		
6	Nati	ure of organization: - OEM or Authorized dealer/distributer	\	
7.A	Ifte	nderer 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(documentacy proof be attached)		
7.B	_	nderer is manufacturer's Dealer then enclose-		
	i) ii)	Name and Address of each manufacturer Registration/incorporation certificate of OEM for manufacturing of similar product.		
4	ithin	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</u> REQUIRED TO FILL TENDER FORM.		
	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	ующих Пь- унит пы пансиях	
	ii	obtained by OEIVI.	PARTIES AND THE PARTIES OF THE PARTI	
	iii	The Digital Radio system should be conforming to DMR OPEN STANDARD/PROTOCOL floated by ETSI		

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		will be preferred. Vendors should provide supporting documents to this effect.	(A)
	iv	The Bidder must provide the Interoperability certificate for the sets obtained from the OEM	anner de de demande de mode de la Carl
9		Details of OEM/Dealer/Distributor Service Centre, to provide services for the supplied equipments in India (Address with phone number and fax number & e-mail)	
	ii	Service tax registration number details (copy be attached)	
10	i	Please mention make and model of the each equipment/Battery being offered.	
	11	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 helds -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	
	viii	of cost in numbers specified in BOQ. 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 of interesting to provide new equipments.	
4	ix	All the trainings/after-sales/warranty services shall be provided at the consignee's address	
)	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)	to an extension and dispose

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	We have y amount of the sun
13	Earnest Money Deposited D.D. No: DATE: Name of the Bank: Amount (in Rs.):	coled amounts sell or remarked by the color of the color
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.) :	40)
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>y</i>

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.

agree, abide by the same and by the decision of the purchaser as per these terms and conditions.

Signature
(Authorized Signatory)
Name:

Date:

5) FINANCIAL OFFER

TENH	DED	NI.
LEIVI	JEK	No

- 1. I/We hereby quote to supply the goods and materials in the under writing Schedule in the manner in which and within the time specified, as set forth in the conditions of agreement stated above at the rates given in the Schedule below. I/We hereby agree that in the event of tender being accepted, the condition of Para SI. 1 to 17 and those contained in the acceptance letter will be binding upon me/us and will, along with the quotation, be converted into and shall be deemed to be a completed agreement between me/us and the Governor of Uttar Pradesh from date of acceptance letter. I/We hereby further agree that if so required by the U.P. Police Radio HQ, I/We shall execute formal Agreement Deed.
- 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.

SCHEDULE OF RATES

	escription of equipments	Unit	Basic price	Sales Tax/ VAT	Excise Duty	Total	Disco- unt if any	Make and Model
1		1	Y	7				
2		Y)					

Grand total (in wor	ds and figures)		
Dated the	day of	All rates are F.O.R 2016	
Signature			
Address	Na	me of supplying firm	
W. Please do not forget	to fill in all the above column	s.	
AND THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND	Accepted.		*********
		on	Annual Control of the
	For and on behalf	of the Governor of Uttar Pr	adesh
L. VALIDITY:		Jane Services of Ottur Fr	aucon.
2. DELIVERY PERIOD :			

TRAINING:
 WARRANTY:

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

p0		विवरण विवरण						
1	दो ः	अलग–अलग बन्द लिफाफों में टेक्नीकल बिड (ओरिजिनल एवं डुप्लीकेंट), जिसमें Origina						
		nnical Bid के लिफाफे में ई0एम0डी0 लगी हो तथा दो अलग—अलग बन्द लिफाफों में फाइनेन्सियत						
		(ओरिजिनल एवं डुप्लीकेट) / उक्त चारों लिफाफे एक सीलबन्द बड़े लिफाफे में जिस पर निविद						
		ा, दिनांक व उपकरण का नाम एवं चेकलिस्ट के अनुरूप अभिलेखों की उपलब्धता अंकित हों						
2	Authority Letter, if authorized signatory of the tender is not participating, the representative							
-		ld come with authority letter						
3		er of attorney for authorized signatory as per Annexure-C						
4	11.0.010.000.000	ments of year of incorporation of bidder.						
5		ments of year of incorporation/registration of OEM.						
6	_	कल बिड के महत्वपूर्ण बिन्दु-						
3	(i)	As per technical offer 7.A(iii) Documentary proof of manufacturing factory/workshop address						
8	1.7	यदि निविदादाता फर्म डीलर/डिस्ट्रीब्यूटर हो तो Principals से टेक्नीकल ऑफर प्रपत्र के बिन्						
		790 100						
		सं0-7.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)						
-								
	4445	Agreement copy of dealership						
	(ii) VAT & CST (attach self attested documents.) VAT clearance certificated must be submitted.							
	(iii)	(iii) Audited Balance Sheet & income tax return statements of the just concluded year and the						
8		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 on downloaded from OEM website with specifications data sheet. 						
		(c) Declaration certificate on stamp paper of Rs. 100.00 duly notarized that they wil						
		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 or						
		departmental Technical Specifications provided by the deptt. regarding compliance by						
	1	the offered equipment.						
j	(vi)	Valid EMD, as desired in Tender Notice and tender form						
A	(vii)	Tender form fee deposition proof.						
W.	If Bid	is for wireless sets then enclose-						
de	New Y	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						
	155.6	by ETSI will be preferred. Vendors should provide supporting documents to this effect.						
6	d)	Interoperability certificate for the sets obtained from the OEM						
	20.00	The state of the s						

विविदा सूचना की शर्त के अनुसार रू० 100.00 के स्टाम्प पेपर पर फर्म एवं ऑफर किये जा रहे उपकरणों को काली सूची में न डालने विषयक शपथ—पत्र।

 निविदादाता द्वारा रु० 100.00 के स्टाम्प पेपर पर उनकी आपराधिक पृष्ठभूमि न होने तथा न ही किसी आपराधिक गतिविधि में सम्मिलित होने विषयक शपथ पत्र।

 निविदादाता द्वारा सम्पूर्ण टेण्डर डाक्युमेंट पर पृष्ठ संख्या अंकित करना तथा प्रत्येक पृष्ठ समुहर हस्ताक्षरित करना।

 निविदादाताओं द्वारा सम्पूर्ण टेक्निकल बिड के सम्बन्ध में (Index) इण्डेक्स बनाकर संलग्न करना।

 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.

 Integrity Pact as per Annexure-"F".

7- PROFORMA FOR AUTHORITY/UNDERTAKING LETTER

	We(Name of OEM) hereby declare that we are the
OEI	M 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
	items/equipment tendered against tender notice nodtdt.
	S(Name of tenderer firm)
	horized (Relationship between the bidder firm and QEM).
	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
	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.
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200	nd on behalf of OEM)
eal	
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8- DECLARATION

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

- 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.
- We undertake to inform to U.P. Police Radio Headquarters in case any material change that take place in the above item/equipments/agreement between OEM and dealer/distributer during the finalization/pendency of the contract.

Signature (For and on behalf of Bidder) Seal

9- 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.
	to the second se
	We hereby agree to ratify all acts, deeds and things lawfolly 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
	Seal of the firm company
	and the second s
	A second desired the second desi
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10- 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
	our registered office at
	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 thisday of
	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
١,	

11- 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;
The state of the s
NOW THEREFORE we hereby affirm that we are guarantors and esponsible 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 súm 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
S ON I
10 mon 0 mon 0 mon 10 m

12- 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 (three) years
 - (e) Suspension and/or banning the business dealings for period upto 8 (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 a bitration but will be based on 'Nocontest' 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 ancin relation to SPO/PE.

4			
0			
1	 Signature on behalf of Supplier Firm, 		
1 1	Name and designation/capacity of si		
1 1 "	Full address of the Supplier Firm/Cor	mpany	*********************
	Seal and Stamp of the supplier Firm/	Company	
Place:			
Date:			
То			1
		Bu	(al)

Tentative BOQ

140	Name of the Equipment		Item			l (filled by derer)
L N			item		Make	Model
S	i)DIGITAL VHF STATIC/MOBILE RADIO SET WITH ACCESSORIES		VHF Static Set 20/25 Watt Synthesized with DTMF Mic and Battery lead	150		
		2-	0 dB GP Antenna	45		
		3-	Magnetic Standard OdB gain ¼ wave mobile whip antenna with 3 mtr. cable, connector with magnetic base	105		
		4-	12 V 10 Amp SMPS Power supply cum charger suitable for offered Radio	45		
		5-	30 mtr coaxial feeder RG-213 with connectors	45		
1		6-	Programming Hardware & Software kit for Static/Mobile Set windows base (windows-7 or higher version)	10		
		7-	Technical/Service Manual for Static/Mobile Set	10		
	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			
		2.	Detton			
		3	Battery Charger	685		
		4	Spare helical antenna	685		
		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 			
2	Batts for Hand Held Set for Motorola Set			8000		
3	Batts for Hand Held Set		NiMH/Li-ION batts for TK-2317	1000		
1 1 2 2 2	Kenwood Set	i	i) NiMH/Li-ION batts for TK-270G	2007		

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SPECIFICATIONS OF DIGITAL TRANSCEIVER VHF STATIC/MOBILE SET AND ACCESSORIES

SI.	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 buil in/plug in type for secrecy. 2- Programmable key management facility 		
В	TRANSMITTER			
1	RF Power output	25 W + 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/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	-60dB 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 of better		
2	Adjacent channel Selectivity	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 SPECIFICA	TION		
1	Operating Temperature	-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 standard	MIL standard 810 C/D/E/F/G		
5	Applicable IP standards	IP 54/IP 57/IP 67		

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E	FEATURES	a Line In proce to talk			
1	Mode of operations	Analog conventional, digital conventional simple press to talk			
2	GPS capability	 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	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, us PCs through accessory connector. (PC required for description of transmission is not part of BOQ.)				
5	Protection	Reverse polarity protection. Protection against high VSWR			
6	Radio Programming Facility	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 us	ers for sending SMS & for selective calling			
3	Alpha numeric channel alias				
4	At the service DTT ID plins				
5	Facility to assign network ac Coded Squelch)	cess code, CTCSS (Continuous Tone Coded Squelch System)/DCS (Digita			
6	Channel scan & priority cha	nnel scan			
7	Call alert				
8	Talk around mode				
9	Transmitter Time Out Time	r (TOT) operation			
10	Emergency call Facility (SOS)				
11	Selective call, group call				
12					
13					
14	Capable to kill-unkill, disable -enable				
15	Automatic number identific	cation			
16	Data interface etc.)	Data interface etc.)			
1	Vendor shall mention other manufacturer's models of the radios which are inter portable for voic & data communication to the system offered.				

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SI.	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 ± 10% at 50 Hz
4	Out Put Voltage	13.5 Volt DC ± 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 arrangemen	S&FE	
SI.	Type of Radio		TECHNICAL SPECIFICATION
1	Transceiver VHF Stat radio, 25 War Synthesized	1000	Standard 0dB GP Antenna, of reputed brand: OEM test Certification to be attached. 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 Mobi radio 25 Wa Synthesized	1000	Standard 0dB gain ¼ wave mobile metallic Antenna with 3 mtrs. cable, connector with magnetic base of reputed brand: OEM test Certification to be attached.

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SPECIFICATIONS OF DIGITAL TRANSCEIVER VHF HAND HELD AND ACCESS

SI.	IGITAL TRANSCEIVER VHF HA Particulars	Specifications
A	GENERAL	openius.
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 o higher capacity. Vendor shall mention DC Voltage. During capacit test, battery shall give 100% of its rated capacity if discharged by C/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 of 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 bui in/plug in type for secrecy. 2- Programmable key management facility
В	TRANSMITTER	2 Trogrammatic Rey management facility
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 standar 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
С	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 SPECIFIC	
1	Operating temperature ran	
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	[17,25] 2 TX 4077 (TX 60)
1	Mode of operations	Analog conventional, digital conventional Simple press to talk
2	GPS capability	In built GPS with: TTFF Cold start <2 minutes,
		TTFF hot start <20 sec • Horizontal accuracy <10 meters

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2		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 SM text message facility	 Short and long data message facility Messaging facility using PCs one to many radios 			
4	Data transmission facil	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 facility	PC programmable			
7	Front panel Key pad	DTMF front panel keypad with back light			
8	Battery strength indica	tor Battery strength bar indicator or digital readout. Beep alert for low battery			
9	Signal Strength indicate	or RSSI-Received Signal Strength Indicator bar or digital read out			
10	OTAR	Should have provision for over the air frequency re-programming (wirelessly)			
11	Networking Should be IP based for automatic roaming etc.				
F	OTHER FEATURES				
1	Simple press to talk				
2	Alpha numeric list of 25	56 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 1	Timer (TOT) operation			
11	Emergency call facility				
12	Selective call, group ca				
13	Late entry				
14	Busy channel lock out				
15	Capable to kill-unkill, d	Control of the Contro			
16	Any one of 2 tone/5 to				
17	Text message & predet	2 Marie Control of the Control of th			
18	Automatic number ide	ntification other manufacturer's models of the radios which are inter operable for voice			
19					
2 P	&data communication sattery for VHF Hand held				
2. B Sl.	Type of Radio	TECHNICAL SPECIFICATION			
1	Transceiver VHF xx Hand Held, 1/5 Watt Synthesized xx	r) Rechargeable Battery pack (original from OEM) of minimum 2000 mAl- capacity, Ni-Mh or Li-ion or Li- polymer suitable for offered VHF hand held radio set: Certificate from OEM to be attached. (i) All batteries should be mechanically and electrically interchangeable with the corresponding Transceiver model.			
	X	vii)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.			

xviii)

when discharged at C rate.

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. xix) The sleeve of the cells used should preferably indicate the following: (k) Part Number (l) Month & year of manufacture (m) Voltage of cell (n) Capacity
 (o) Country of origin xx) 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. xxi) Supplier should submitt complete BIS test report as per IS 16046: 2012 or IS 16046: 2015 from authorised Govt. laboratory in reference of Hand Held batteries. xxii) Enclose OEM certification in reference of Part number of offered battery.

SI.	TECHNICAL SPECIFICATION
1	Single Unit Battery charger from OEM of offered radio : Certificate from OEM to be attached
2	Input Voltage: 230 Volt AC + 10% at 50 Hz
3	O the Wolfrage : As por 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 man 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.

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4/11/7 AWK

वी०एच०एफ० डिजिटल स्टैटिक, मोबाइल एवं हैण्ड-हेल्ड आर/टी सेटों के बेन्च टेस्ट एवं फील्ड ट्रायल हेतु निर्धारित प्रकिया

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 कार्यदक्षता संतोषजनक पायी जायेगी उन्हीं फर्मों की फाइनेंशियल बिड को खोला जायेगा। सेटों की संतोषजनक कार्यदक्षता को निम्न प्रकार निर्धारित किया जायेगा:—

(अ) बेन्व टेस्ट:— उ०प्र० 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 अर्न्तगत 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 दिनो (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 डिज़ीटल मोड में Clearly audible अपेक्षित होगा।

स्टैटिक से मोबाइल इसके अर्न्तगत 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 डिज़ीटल मोड में Clearly audible अपेक्षित होगा।

स्टैटिक से गतिमान मोबाइल इसके अर्न्तगत 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 कमशः 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, अर्थात 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 डिज़ीटल मोड में Clearly audible अपेक्षित होगा।

स्टैटिक से हैण्ड हेल्ड-इंसके अर्न्तगत 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 डिज़ीटल मोड में Clearly audible अपेक्षित होगा।

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DROK ANDERON

4.1.17 arms अन्य महत्वपूर्ण बिन्दु:-

- परीक्षण के दौरान सेट के गर्म होने, ध्विन गुणवत्ता, सिग्नल गुणवत्ता आदि विभिन्न बिन्दुओं को भी चेक किया
- ≽ 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।
- 🕨 बेन्व / 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।

di 1/2017 . WILLIAM WILL TAILISTOP

Technical Specification of Battery for VHF Hand Held Set (GP-338)

SI.	Type of Radio	TECHNICAL SPECIFICATION
1	Transceiver VHF Hand Held, 1/5 Watt Synthesized	 i) Rechargeable Battery pack of minimum 2000 mAH capacity, Ni-Mh or Liion or Li- polymer suitable for VHF hand held radio set Motorola GP-338. ii) All batteries should be mechanically and electrically interchangeable with the Motorola GP-338. 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 should be maintained on batteries itself. v) The sleeve of the cells used should preferably indicate the following: (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) Battery should have BIS mark to ensure the quality of the battery. Bidder to submit the certificate.

3/1002 1/1/25/10 3/1/17 DEL DPS DEL DPS DEL DPS

Technical Specification of Battery for VHF Hand Held Set (TK-2317, TK-270 G)

SI.	Type of Radio	TECHNICAL SPECIFICATION
1	Transceiver VHF Hand Held, 1/5 Watt Synthesized	 viii) Rechargeable Battery pack of minimum 2000 mAH capacity, Ni-Mh or Lion or Li-polymer suitable for VHF hand held radio set Kenwood TK-2317 & TK-270G ix) All batteries should be mechanically and electrically interchangeable with the Kenwood TK-2317 & TK-270G Radio Set. x) 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. xi) Month & year of manufacture should be maintained on batteries itself. xii) The sleeve of the cells used should preferably indicate the following: (f) Part Number (g) Month & year of manufacture (h) Voltage of cell (i) Capacity (j) Country of origin xiii) 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. xiv) Battery should have BIS mark to ensure the quality of the battery. Bidder to submit the certificate.

ALAN 11 2000

ARAK WILLIAMEN BARAKE

4/1/17 UWB