

OFFICE OF THE DY. COMMISSIONER OF POLICE: COMMUNICATION
OLD POLICE LINES, RAJPUR ROAD, DELHI-54.

NOTICE INVITING TENDER

Sealed tenders are invited under Global Tender System by the undersigned from the established, reputed and experienced manufacturers or their authorized distributors, in two-bid system for the supply of 150 Nos. Mobile Wireless Sets with all accessories to be used in the existing Motorola Smart Net and Smart Zone Trunking System of Delhi Police and upcoming APCO P-25 (Phase-II) Digital Trunked Radio System. The detailed tender document can be downloaded from the Websites: <http://www.delhipolice.nic.in> or <http://www.delhigovt.nic.in> or can be obtained from the office of the undersigned at Old Police Lines, Rajpur Road, Delhi-110054 on any working day till **26.11.2013 at 1700 hrs.** A non-refundable tender fee of **Rs.1000/-** in the form of DD/Pay order/Banker's cheque drawn in favour of Dy. Commissioner of Police, Communication, Delhi, must be attached with the technical bid. Last date for submission of the tender is **27.11.2013 by 1130 hrs.** The technical bids will be opened on the same day **at 1200 hrs.** In case the due date is declared holiday, the tenders will be opened on the next working day.

(NAVED MUMTAZ)
DCP/COMMUNICATION, DELHI

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TENDER NO. V/27/13/DP/COM/MOBILE RADIOS

FOR THE SUPPLY

OF

XTL MOBILE RADIOS

By

**Deputy Commissioner of Police
(Communication)
Old Police Lines, Rajpur Road,
DELHI-110 054.**

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IMPORTANT DATES

1.	Last date for submission of sealed Bids	26.11.2013 at 1130 hrs.
2.	Opening of Technical Bids	26.11.2013 at 1200 hrs.

Contact Address:
Deputy Commissioner of Police
Communication, Delhi Police,
Old Police Lines, Rajpur Road, Delhi-110 054.

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TENDER NO.V/27/13/DP/COM/MOBILE RADIOS

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 Bids are invited from reputed manufacturers or their authorized distributors, for the **supply of 150 Nos. XTL Mobile Wireless Sets with all accessories to be used in the existing Motorola Smart Net and Smart Zone Trunking System of Delhi Police and upcoming APCO P-25 (Phase-II) Digital Trunked Radio System**, under two bid system, as per Schedule of Requirement (**Chapter-3**) and Technical Specifications (**Chapter-4**) in this document
- 1.2 The Bidders are advised to study the tender document thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 The Scope of Work shall include supply, delivery at site, unloading, installation of sets and any other services associated with the delivery of equipment and completion of the work as per the Schedule of Requirements (Chapter-3) and Technical Specifications (Chapter-4). The successful bidder shall assume full responsibility of the complete System until final acceptance.
- 1.4 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 1.5 The purchase committee reserves the right to relax any tender term/ condition in larger public interest with the approval of competent authority.
- 1.6 The competent authority reserves the right to recall the tender at any stage due to administrative reasons

2. Schedule of Tender:

- 2.1 The tender document can be obtained free of cost from the office of the Dy. Commissioner of Police, Communication, Old Police Lines, Rajpur Road, Delhi-110054 on any working day between 10 a.m. to 5 P.M **upto 26.11.2013**.
- 2.2 The tender document can also be downloaded from the websites of Delhi Police or Delhi Government at <http://www.delhipolice.nic.in> or <http://www.delhigovt.nic.in>.
- 2.3 In both the cases, a non-refundable Tender Fee of **Rs.1000/-** shall be enclosed with the technical bid in the form of demand draft/ banker's Cheque/ Pay Order. Failure to do so will result in the rejection of the bid.
- 2.4 The sealed bids will be accepted till **1130 hrs. on 27.11.2013**. The sealed bids can be put personally in the Tender Box kept at the Reception at Old Police Lines, Rajpur Road, Delhi - 110 054. Alternatively, the bids may be sent by Registered Post addressed to the Deputy Commissioner of Police, Communication, Delhi Police, Old Police Lines, Rajpur Road, Delhi -110 054.
- 2.5 The Technical bids will be opened at **1200 hrs. on 27.11.2013** in the Committee Room, Old Police Lines, Rajpur Road, Delhi 110054. The bidders or their authorized representatives may be present, if they so desire. In case the due date is declared holiday, the tenders will be opened on the next working day.

- 2.6 **The bidders shall arrange presentation and live demonstration of the quoted Wireless Sets after the opening of the technical bids to show that their quoted wireless sets fully conforms to this tender.** The bidders will be intimated the exact date and time slot for them to carry out such demonstration within the above specified time period.
- 2.7 The bidders are advised to make all necessary arrangement for the live demonstration of their quoted wireless sets well in advance as they will be required to adhere to the time schedule given to them soon after the bid opening.
- 2.8 After evaluation of the Technical bids, the short-listed Bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.
- 2.9 The Commercial bids of the short-listed Bidders will be opened in the Committee Room at Old Police Lines, 5, Rajpur Road, Delhi and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present, if they so desire.
- 2.10 Delivery of the Stores at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **Eight (08) weeks** from the date of Award of Contract (LOI).
3. The Purchaser reserves the right to vary the quantities and/or split the order among the selected Bidders in case the L-1 rates are the same.
4. **Purchaser's right to accept any bid and to reject any or all bids:** The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.
5. **Bidder Qualification:**
- 5.1 The "Bidder" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the manufacturer of the Stores for which prices are quoted on the Price Schedule (**Chapter-5**) or his duly authorized distributors.
- 5.2 If the bidder is an authorized distributor, then they must have to submit proper valid authorization certificate from the Manufacturer in their favour. If the bidder is an Indian Manufacturer, they have to submit a copy of Manufacturing Certificate issued by any Govt. Agency like NSIC, DGS&D etc. This is subject to verification if necessary. Further, in case of foreign manufacturer, a self declaration certificate that they are the manufacturer of the item is required.
6. **Period of Validity of Bids:** Bids shall remain valid for **Six (06) calendar months** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
7. **Bid Security (Earnest Money):**
- 7.1 Bid Security (Earnest Money) amounting to **Rs.4,50,000.00 (Rupees Four Lakhs Fifty Thousand only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, from any of the commercial banks, in favour of

- Deputy Commissioner of Police (Communication), Delhi, should be enclosed alongwith the Technical Bid. Failure to do so will result in the rejection of the bid.
- 7.2 The bidders registered, for the quoted items, with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) may be exempted from depositing of Earnest Money. The bidders shall have to enclose documentary proof to authenticate their firm's registration with these organizations for the specific items to avail this exemption.
- 7.3 The Bid Security (Earnest Money) shall be valid for a period of **Forty Five (45) days beyond the Bid validity**. No interest will be payable by the Purchaser on this amount.
- 7.4 The Bid Security (Earnest Money) may be forfeited:
- a) if a Bidder withdraws his bid during the period of bid validity ; or
 - b) in the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance Clause 1 of Chapter-2; or
 - ii) to furnish Contract Performance Security in accordance with Clause 2 of Chapter-2; or
 - iii) if at any stage any of the information/ declaration is found false.
- 7.5 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to Clause 1 of Chapter-2 and furnishing the Performance Guarantee, pursuant to Clause 2 of Chapter-2.
- 8. Registration with Sales Tax/VAT Department:** The bidders should have their firm registered with the Sales Tax/VAT Department, with respect to Sales Tax/ VAT and shall furnish copies of the same with their Technical Bid alongwith their latest Sales Tax/ VAT Clearance Certificates or Tax Deposit Receipts from the concerned department as per the enclosed proforma at **Annexure-T5 of Chapter-7**.
- 9. Terms and conditions of Tendering Firms:**
- 9.1 Printed terms and conditions of the Bidders shall not be considered as forming part of their Bid.
- 9.2 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- 9.3 Bidder must state categorically whether or not his offer conforms to the specifications given in **Chapter-4** of the tender.
- 10. Bid Requirements:**
- 10.1 The Bidder shall quote for the items and quantities as listed under the Schedule of Requirements (**Chapter-3**) in the Price Schedule format (**Chapter-5**) clearly giving the nomenclature, make & model no. of the quoted items. The same shall be enclosed un-priced in the technical bid and priced in the commercial bid.
- 10.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 10%** of the Contract value, at the time of award of Contract as per the prescribed proforma (**Annexure-T7 of Chapter 7 & Clause 2 of Chapter 2**). The performance security can also be furnished in the shape of Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank in favour of the Dy. Commissioner of Police (Communication) Delhi.

- 10.3 All the bidders participating in the tender must submit a list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India.**
- 10.4 Bids not accompanied by prescribed Tender Fee or Bid Security will be rejected.
- 10.5 Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected.
- 10.6 The bid shall contain no interlineations, erasures or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.
- 10.7 It must be ensured by the bidders that all columns of price schedule are completely and properly filled. If any column of the price bid is found blank the price bid shall be treated as incomplete and unresponsive and price bid shall not be considered and summarily rejected. No clarification whatsoever shall be entertained after opening of the price bid. Optional rates shall not be considered and the bid may be rejected.
- 10.8 The AMC rates will be considered as a loading factor and criterion for deciding the lowest bidder. The AMC charges for 7 years will be loaded in the project price for deciding the lowest bidder.**
- 10.9 The payments to the Supplier may be made through Electronic Fund Transfer (EFT) into their designated bank accounts. The bank Account Number with the branch Code of the Bidder and mandate form as per **Annexure-T9** duly filled in all respect may be furnished with the technical bid.
- 10.10 The Bidder shall also provide the soft copy of the Technical Specifications of their quoted system and its conformance with the Technical Specifications of the Tender.
- 10.11 The bidder shall enclose the complete tender document duly signed by the bidder.**

11. Bid Prices:

- 11.1 The Bidder shall indicate on the Price Schedule (**Chapter - 5**) attached to this document the Unit Prices and total Prices of the Stores it proposes to supply under this tender in the following manner:

- i) Unit price for each Item in Indian Rupees
- ii) Sales Tax/ VAT in Indian Rupees.
- iii) Other Govt. levies, if any (To be specified).
- iv) Incidental charges, if any (To be specified).
- v) Unit Price, FOR Destination including all taxes.
- vi) Extended Price, FOR Destination in Indian Rupees.
- vii) AMC Rates

- 11.2 The following totals will also be indicated in the Price Schedule:

i)	Total Cost of the Equipment as per the schedule of requirement
ii)	AMC rates and Total Cost of AMC for the Equipment for 7 Years after 3 years warranty
iii)	The Total Project Cost including Equipment & 7years AMC Cost

- 11.3 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid ambiguity and disqualification.
- 11.4 The Purchaser will make all payments, under this contract, in Indian rupees.

12. Contents of Bid: The Bids prepared by the Bidder shall comprise of the following two components:-

- a) **Technical Bid** comprising of the following and to be filled on the format sheets provided in the Tender Document. This is mandatory:
 - i) Bidders Particulars (**Annexure T1, Chapter 7**)
 - ii) Bid Form (**Annexure T2, Chapter 7**)
 - iii) Technical Specifications of the Stores (**Chapter 4**)
 - iv) Guarantee/Warranty (**Annexure T3, Chapter 7**)
 - v) Earnest Money for Rs.4,50,000.00 (Rupees Four Lakhs Fifty Thousand only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from a Commercial Bank in favour of DCP (Communication), Delhi (**Clause 6 of Chapter 1**).
 - vi) Tender fee of Rs.1,000/- in form of D.D./Pay Order/Banker Cheque (**Chapter-1**)
 - vii) All technical brochures/documents relevant to the Bid
 - viii) Manufacturers' authorization certificate in case of authorized distributors, (**Annexure-T-4, Chapter 7**)
 - ix) Copies of ST/VAT Regn. & Clearance Certificates as per enclosed proforma at **Annexure T-5 (Clause 8, Chapter 1)**
 - x) Certificate as per Clause 10.3 of **Chapter 1**
 - xi) Check List of Technical Bid (**Annexure T8, Chapter 7**)
 - xii) Bid Letter (**Annexure T10, Chapter 7**)
 - xiii) Proforma for Bank Guarantee for Contract Performance (**Annexure T7, Ch. 7**)
 - xiv) Certificate of manufacturing issued by the competent Authority/ Department/ Agency in favour of the Bidder in case Bidder is a manufacturer.

- b) **Commercial Bid** comprising of **Price Schedule (Chapter -5)** to be filled in accordance with the formats provided in the Tender Document:

13. Procedure for Submission of Bids:

13.1 It is proposed to have a **Two-Cover System** for this tender.

- a) Technical Bid in one cover superscribing "Technical Bid, Tender Number and date of opening". Please note that prices should not be indicated in the Technical Bid.
- b) Commercial Bid in one cover superscribing "Commercial Bid and Tender Number".

13.2 Both the Technical Bid cover and Commercial Bid Cover prepared as above are to be kept in a single sealed cover superscribed with **Tender No.** and **date of opening.**

13.3 All the covers should also indicate clearly the **name and address of the Bidder.**

CHAPTER – 2

CONDITIONS OF CONTRACT

1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 7 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract.

2. Contract Performance Bank Guarantee/Performance Security:

- 2.1 At the time of signing the contract, the Supplier shall furnish a **Contract Performance Bank Guarantee/ Performance Security for 10 percent of the value** of the Contract, as per the prescribed proforma (**Annexure T7, Chapter 7**), from a Commercial Bank. The performance security can be furnished in the shape of Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank.
- 2.2 The Contract Performance Bank Guarantee will be in the name of the **Deputy Commissioner of Police (Communication)**, Delhi Police, Old Police Lines, Rajpur Road, Delhi-110054.
- 2.3 The Contract Performance Bank Guarantee should be valid for a period of **3 (three) years and 6 (Six) months** from the date of award of the Contract. This will be released after the successful completion of warranty period.
- 2.4 In the event of delay in acceptance of the Stores, the Supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.
- 2.5 **AMC Performance Bank Guarantee/ AMC Performance Security:** On completion of the 3 years warranty period, the Supplier shall furnish an Annual Maintenance Contract (AMC) Performance Bank Guarantee/AMC Performance Security for 5% of the Equipment Price from a Commercial Bank. The AMC Performance Security can also be furnished in the shape of Account Payee Demand Draft/FDR.
- 2.6 The AMC Performance Security/Bank Guarantee shall be in the name of Dy. Commissioner of Police, Communication, Delhi.
- 2.7 The AMC Performance Bank Guarantee/ FDR should be valid for a period of 7 years and 6 months from the date of expiry of the warranty period. This will be released after the successful completion of AMC period of 7 years.

3. Payment Schedule:

- 3.1 Contract Price shall be paid after Final Acceptance of the stores by the Purchaser and submission of bill(s) complete in all respect by the Contractor/Supplier, subject to recoveries, if any.

- 3.2 No advance payment shall be given to any agency on any ground whatsoever.
4. **Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the Stores to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser of the date of each shipment from his works and the expected date of arrival of goods at the site.
5. **Delivery:**
- 5.1 Delivery of the Stores at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **8 (Eight) weeks** from the date of placement of Letter of Intent/Supply Order/award of Contract.
6. **Insurance:** The Goods supplied under the Contract shall be fully insured on a warehouse-to-warehouse basis by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
7. **Inspection and Tests:**
- 7.1 The Purchaser shall have the **right to inspect** and/or test the **Stores** for conformity to the Contract Specifications.
- 7.2 Should any inspected or tested Stores fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Stores or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.3 For the purpose of taking over the Stores/system supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site. The equipment that meets the acceptance test shall only be accepted by the Purchaser.
8. **Guarantee/ Warranty**
- 8.1 The Supplier shall provide comprehensive Warranty/ Guarantee for the Stores supplied under the Contract. The Warranty/ Guarantee should not be less than **36 (thirty six) months** for the Mobile Radios including mobile antenna, , , external speaker, hand MIC, external speaker and associated accessories.
- 8.2 The Supplier must have a maintenance base in Delhi/NCR to provide maintenance service, of the Equipment being offered, efficiently and promptly.
- 8.3 If the performance of any individual Trunk Radio or Radios fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.
- 8.4 The maintenance services, including spares shall be **free of cost** during the warranty/guarantee period.
- 8.5 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within four hours** from the time of such calls. The defective card/item/equipment should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within **six weeks** duly repaired and an immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier.

- 8.6 Apart from the service/repair calls, the service engineer deputed by the Supplier will visit the site **thrice in a year** to carry out the Preventive Maintenance and diagnostics of the Equipment during the Warranty Period.
- 8.7 Delays in attending the calls and or repairing the defective card/item/equipment beyond time limit specified in this Clause, without providing the substitute, will attract penalties of deducting One (01) percent of the equipment (Wireless Set) cost @1% per week upto maximum 10% of the undelivered equipment.
- 8.8 If the Supplier fails to repair or replace the defective Equipment/ Item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the Supplier's Contract Performance Bank Guarantee or recovered from the Supplier.

9. Post-Warranty services and maintenance

- 9.1 The Supplier shall be responsible for the comprehensive on-site maintenance of the Radios including both hardware and software, at a reasonable price, for a minimum period of seven years after expiry of the warranty/guarantee period assuming the life span of the Radios to be 10 years. The accessories will not be covered under Post Warranty maintenance services. The bidder shall indicate the estimated life span of the quoted Radios. **An undertaking to this effect shall be furnished as per Annexure – T3.**
- 9.2 The Supplier shall quote the rates for comprehensive Annual Maintenance of the entire Radios including both hardware and software in the Price Schedule (**Chapter-5**) for all the 7 years after expiry of the warranty/guarantee period of three years.
- 9.3 The AMC rates will be considered as a loading factor and criterion for deciding the lowest bidder. The AMC charges for 7 years will be loaded in the project price for deciding the lowest bidder.**
- 9.4 The payment towards AMC shall be payable quarterly after successful completion of the maintenance service during that period.
- 9.5 Preventive maintenance service of the Radios under AMC must be carried out once in three months.
- 9.6 During the period of AMC, the service/repair calls are to be attended by the Supplier **within four hours** from time of such calls. The defective card/item/radios should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/radios to be taken to the Supplier's workshop, it should be returned within, 6 weeks duly repaired and immediate substitute card/item/radios will be provided by the Supplier for the smooth operation of the Radios. The to and fro transportation of the card/item/radios will be the responsibility of Supplier.
- 9.7 Delays in attending the call and or repairing the defective radios beyond the time limit given in this Clause, without providing the substitute, will attract penalties. AMC charges of the delayed period will not be paid if the delay is more than **12 hours** from the specified time limit on pro-rata basis.
- 9.8 If the Supplier fails to perform any of the Services of the Contract within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct from the pending bills/Contract Performance Bank Guarantee, by way of penalty, a sum of equivalent to One (1) percent of the price of the AMC rates for each

- and every week (part of a week being treated as full week) of delay until actual performance.
- 9.9 If the Supplier fails to repair or replace the defective card/item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the Supplier's pending bills/Security deposit or recovered from the Supplier.
- 9.10 The Supplier shall not retract from the responsibilities under the AMC Contract once the Contract is signed. However, in the unlikely case of violation, the Purchaser will be at liberty to forfeit the Contract Performance Bank Guarantee and make recoveries from the firm besides initiating legal proceedings against the firm.
- 9.11 The Purchaser shall also have the right to decide whether or not to enter into the maintenance agreement with the Supplier.
- 10. Spare Parts:** The Bidder will undertake that after the completion of Warranty/ Guarantee period, the supplies of necessary maintenance spare parts will be made available for the wireless sets under this tender for a period of Ten (10) years on a continuing basis and life time spares after 10 years.
- 11. Delay in the Suppliers performance**
- 11.1 Delivery of the Goods and performance of Services including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **Clause-12** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-19** below accompanied by forfeiture of Bank Guarantee/Performance Security.
- 11.2 If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the Supplier.
- 12. Liquidated Damages:** If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 1(one) percent of the price of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 10% (Ten Percent) of the undelivered Equipment/Services.
- 13. Force Majeure:**
- 13.1 Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes.
- 13.2 If there is delay in performance or other failures by the Supplier to perform its obligation under its contract due to event of a Force Majeure, the Supplier shall not be held responsible for such delays/failures.

- 13.3 If a Force Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 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.
- 13.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 13.5 There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the Supplier on similar lines as above for further necessary action.
- 14. Patent Indemnification:** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.
- 15. Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
- 16. Assignability:** Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- 17. Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
- 18. Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.
- 19. Termination for Default**
- 19.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 19.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 19.3 On termination of the Contract for default, action will be taken to black list the Supplier.

- 20. Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 21. Termination for Convenience**
- 21.1 The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 21.2 The Goods those are complete and ready for shipment within Ninety (90) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms of prices, and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
- 22. Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the competent authority of Delhi Police and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

CHAPTER - 3

SCHEDULE OF REQUIREMENTS

S. No	Description	Qty.
1.	Mobile Radio (Model XTL) along with <ul style="list-style-type: none">➤ Mobile antenna➤ TEFLON cable at least 4 meter RG-58C/U➤ Standard LT Lead of at least 3 meter length➤ Hand Mic➤ External Speaker➤ Installation Clamp and➤ Associated Accessories.	150 Nos.
2.	Programming Kit for Mobile Radios <ul style="list-style-type: none">- Radio Programming Software- Hardware Interface Unit and Radio Programming Cable (9 pin female D type connector from Com port of computer to Radio for programming)	01 Set

Note	1. The bidder should enclose unpriced Schedule of Requirement in the technical bid and priced in the commercial bid as per the proforma for price schedule
	2. Any other item/hardware/software/service required for successful functioning of the proposed wireless sets in the existing Delhi Police System (Smart Zone & Smart Net) shall be provided by the finally selected bidder within the quoted prices.

CHAPTER – 4

(Enclose with Technical Bid)

TECHNICAL SPECIFICATIONS AND ALLIED DETAILS

Sl. No.	SPECIFICATION	Conformance Yes/No
1.	SYSTEM OVERVIEW	
1.1	Introduction: (a) It is intended to purchase of 150 Nos. XTL Digital Trunking Mobile Radio for the existing Delhi Police APCO25 (Smart Zone) Digital Trunking System and APCO16 (Smart Net) Analog Trunking System. (b) The above Radios shall be incorporated in the existing trunked radio system of Delhi Police installed by M/s Motorola. It should be interoperable with the existing system. (Mandatory requirement) (c) The proposed radios should support both analog and digital voice. The proposed radio should be able to communicate with the existing radios of both types i.e., Analog Radios (MTX-960, ATS-2500 and MAX 638 Motorola make) and Digital Radios (XTS-3000 and Astro Spectra Motorola make) through the existing Repeaters. (Mandatory requirement) (d) The proposed radio should be Compact with state-of-the-art synthesized to electronically generate the Radio frequencies (Mandatory requirement) . (e) The proposed wireless sets should be forward compatible with the APCO P-25 (Phase-II) Digital Trunked Radio System.	
1.2	Compatibility: The proposed wireless sets are to be integrated with the existing UHF Astro Smartzone Mixed mode Radio Trunking System of Delhi Police and should be able to work in the wide area configuration in hybrid mode (Mandatory requirement).	
1.3	Adjacent Channel Spacing: The proposed Radios should support 12.5/25 KHz channel spacing.	
1.4	The radio should have dynamic re-group capability.	
1.5	The Radio should be continuous full duty cycle at rated power	
2.	MOBILE RADIOS	
2.1	GENERAL:	
i.	Frequency Range	806 ó 824 MHz, 851 - 870 MHz
ii.	Protocol Project 25-CAI	4.4 kbps IMBE, 2.8 kbs Error Correction Coding, 2.4 kbps Embedded Signaling

iii.	Channel Bandwidth	Analog : 12.5 / 25 kHz Digital : 12.5 / 25 kHz	
iv.	Channel capacity	512 Channels	
v.	Astro Signalling Rate	9.6 kpbs	
vi.	Buttons	Minimum 4 Programmable buttons with Emergency button.	
vii.	Support	Built in FLASHport ⁺ support , OTAP (Over the air programming) and Integrated voice and data capable.	
viii.	Operating Voltage	12V DC	
ix.	Antenna Port	Mini UHF(Female)	
x.	Impedance (I / O)	50 á	
xi.	Operating Temperature	620°C / +60°C	
xii.	Operation Mode	Dual mode operation (ASTRO Digital and Analog)	
2.2	Transmitter		
i.	Frequency	806-824 MHz (Programmable between 806 MHz to 824 MHz) 851-870 MHz (Programmable between 851 MHz to 870 MHz)	
ii.	RF Power	Up to 35W Programmable	
iii.	Channel Spacing	12.5 KHz/ 25 KHz	
iv.	Frequency Stability	1.5 ppm (-30°C to +60°C : 25°C)	
v.	Frequency Separation	Full Band split	
vi.	Modulation	C4FM of QPSK - C family (Compatible 4-Level Frequency Modulation and Compatible Quadrature Phase Shift Keying)	
vii.	Modulation Limiting	± 5 kHz at 25 kHz Channel Spacing ± 2.5 kHz at 12.5 kHz Channel Spacing	
viii.	Modulation Fidelity C4FM)	±2.8 KHz (12.5 KHz Digital channel)	
ix.	FM Hum and Noise	- 40 dB or better at 20/25 KHz Channel - 34 dB or better at 12.5 KHz Channel	
x.	Audio Response	+1, 63 dB (6 dB / Octave Pre-emphasis from 300 to 3000 Hz)	
xi.	Audio Distortion	< 3%	
2.3	Receiver		
i.	Frequency	851-870 MHz (Programmable between 851 MHz to 870 MHz)	
ii.	Analog Sensitivity	0.30 V for 20 dB Quieting (25 KHz Channel Spacing) 0.25 V for 12 dB SINAD (25 KHz Channel Spacing)	
iii.	Digital Sensitivity	0.30 V for 1% BER (12.5 kHz channel) 0.25 V for 5% BER (12.5 kHz channel)	
iv.	Inter modulation	80 dB or better	

v.	Spurious Response Rejection	90 dB or better	
vi.	Adjacent Channel Rejection Selectivity	65 dB / 80 dB or better for (12.5 kHz/25 kHz)	
vii.	Audio Response	+1, 63 dB (EIA) (6dB / Octave De-emphasis from 300 to 3000 Hz)	
viii.	Audio Output Power at 3 % distortion	7.5 W (8 ext. speaker) 3.0 W (int. speaker)	
2.4	Accessories		
i.	Mobile Antenna	The vehicular radios shall be supplied with 3dB mobile whip antenna along with bracket meeting the following specifications :-	
ii.	Frequency	806 ó 824 MHz, 851 - 870 MHz	
iii.	Gain	3 dB	
iv.	VSWR	less than 1.5 : 1	
v.	Impedance	50 á (nominal)	
vi.	Radiation pattern	Omni directional	
vii.	Power rating	50 Watts	
viii.	Cable	TEFLON at least 4 meter RG-58 C/U	
ix.	L.T. Lead	The vehicular radios shall be supplied with standard L.T. Lead of at least 3 meter length which should be proper matched with XTL radio.	
x.	Hand Mic, External speaker, Installation clamps etc.		
xi.	Radio programming cable (9 pin female D type connector from Com port of computer to Radio for programming)		

Note: The Bidder is at liberty to indicate additional features and capabilities of the offered wireless sets for successful and trouble free installation, operation and maintenance of the system over and above the specifications mentioned in the tender document.

CHAPTER – 5

PROFORMA FOR PRICE SCHEDULE

TENDER NO. _____

We-----hereby certify that we are established manufacturers/authorised representatives of M/s-----with factories at -----which are fitted with modern equipment and where production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the following items at the prices indicated below:

S.No.	Description of work/ item as per Schedule of Requirement (Chapter-3) and Technical Specifications (Chapter-4). Please specify the configuration, make & model No. of the quoted item	Qty.	Unit Price in INR	Sales Tax/ VAT in INR	Other Govt. Levies, if any (To be specified)	Incidental charges, if any (To be specified)	Unit Price FOR Destination including all taxes in INR	Extended Price FOR Delhi in INR (अन्य शह)	AMC Rates in INR	Total Cost including cost of 7 years AMC
a	b	c	d	e	f	g	h	i	j	k
1.	Mobile Radio (Model XTL) along with <ul style="list-style-type: none"> ➤ Mobile antenna ➤ TEFLON cable at least 4 meter RG-58C/U ➤ Standard LT Lead of at least 3 meter length ➤ Hand Mic ➤ External Speaker ➤ Installation Clamp and ➤ Associated Accessories. 	150 Nos.								
2.	Programming Kit for Mobile Radios <ul style="list-style-type: none"> - Radio Programming Software. - Hardware Interface Unit and Radio Programming Cable (9 pin female D type connector from Com port of computer to Radio for programming) 	01 Set								

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and Goods/items to be supplied. We agree to abide by all the tender terms and conditions and we hereby offer to carry out the job and (or) supply the Goods/items/ services detailed above or such portion(s) thereof as you specify in the notification of award.

The Total Cost of Equipment as per schedule of requirement)
The AMC rates and Total Cost of AMC for the Equipment for 7 Years after warranty
The Total Project Cost including Equipment Cost & 7years AMC Cost

SUBTOTAL-A =Rs. í í í í .(In figures & words)
SUBTOTAL-B =Rs. í í í í .(In figures & words)
(G TOTAL-A+B)=Rs. í í í í .(In figures & words)

(Signature and seal of Bidder)

Contract Form

CONTRACT No. -----

This Contract made on the ----- day of -----, (hereinafter referred to as the “**Contract Date**”) between the President of India acting through the Deputy Commissioner of Police, Communication, Delhi Police, Old Police Lines, Rajpur Road, Delhi-110054 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s -----, a Company incorporated under the Companies Act, 1956 and having its office at ----- (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A. The Purchaser is desirous to procure ----- (hereinafter referred to as the “**Stores**”) for Delhi Police and had sought a commercial offer for the supply of the System.
- B. With respect to the enquiry issued by the Purchaser -----, the Supplier had submitted its Commercial Bid dated -----
- C. The Purchaser has accepted the Supplier’s Commercial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the Stores and associated services at a total cost of Indian Rs.-----/- (Indian Rupees -----only).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
- 2. **CONTRACT DOCUMENTS:** The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -
 - Exhibit-A: Tender enquiry No.----- dated -----
 - Exhibit-B: Suppliers Technical offer dated -----
 - Exhibit-C: Supplier’s commercial offer dated -----
 - Exhibit-D: Supplier’s written clarification and confirmation letter dated ----- (if any)
 - Exhibit-E: Purchaser’s Letter of Intent No-----/ T (W)/DCP/Comn dated-----
- 2.2 **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between

the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. SCOPE OF WORK: The **Scope of Work** shall include supply, delivery at site, unloading, installation of static sets and any other services associated with the delivery of equipment and completion of the work as per the Schedule of Requirements and Technical Specifications of the tender. The successful bidder will assume full responsibility of the complete System until final acceptance.

4. CONTRACT PRICE

4.1 The prices for supply of the Stores and other associated services is detailed specifically in the Supplier's Commercial offer (Exhibit-B) read with Supplier's written clarification and confirmation letter dated -----(Exhibit-C). The contract price is Indian Rs.-----/- (Indian Rupees ----- only). This price excludes existing Sales Tax/VAT/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actuals.

- 5. CONTRACT PERFORMANCE BANK GUARANTEE/PERFORMANCE SECURITY
- 6. PAYMENT SCHEDULE
- 7. PACKING, FORWARDING & SHIPMENT
- 8. DELIVERY
- 9. INSURANCE
- 10. INSPECTION AND TESTS
- 11. GUARANTEE/WARRANTY
- 12. POST WARRANTY SERVICES AND MAINTENANCE
- 13. SPARE PARTS
- 14. DELAY IN THE SUPPLIER'S PERFORMANCE
- 15. LIQUIDATED DAMAGES
- 16. FORCE MAJEURE
- 17. PATENT INDEMNIFICATION
- 18. WAIVER
- 19. ASSIGNABILITY
- 20. SEVERABILITY
- 21. GOVERNING LAW
- 22. TERMINATION FOR DEFAULT
- 23. TERMINATION FOR INSOLVENCY
- 24. TERMINATION FOR CONVENIENCE
- 25. RESOLUTION OF DISPUTES

(The clauses 5 to 25 shall be according to the Chapter 2: Conditions of Contract of this Tender)

29. ENTIRE CONTRACT: This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
Name:	Name:
Title:	Title:
Date:	Date:
For and on behalf of The President of India	For and on behalf of
Witness	Witness
Signature:	Signature:
Name:	Name:
Address:	Address:
Date:	Date:

CHAPTER - 7

OTHER STANDARD FORMS

ANNEXURE-T1

BIDDER PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder :
 2. Address of the Bidder :
 - 3 Name of the Manufacturer(s) :
 4. Address of the Manufacturer :
 5. Name & address of the person to whom all references shall be made regarding this tender enquiry. :
- Telephone :
Fax :
E-mail :

Witness:

Signature

Signature

Name

Name

Address

Designation

Date & Company Seal

BID FORM
(Enclose with Technical Bid)

Date: ___/___/___

The Deputy Commissioner of Police
Communication, Delhi Police,
Old Police Lines,
Rajpur Road,
Delhi-110 054

Sir,

Having examined the Bid Documents of **TENDER NO.** _____
We, _____, offer to supply and deliver _____
(Name of the Firm)

(Description of Stores and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the System as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee from a Commercial Bank in a sum equivalent to 10% of the Contract value for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of **180 days** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

GUARANTEE/WARRANTY
(Enclose with Technical Bid)

To
The Deputy Commissioner of Police,
Communication, Delhi Police,
Old Police Lines,
Rajpur road,
Delhi-110054.

Ref: TENDER NO. -----

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee/warranty shall survive inspection of and payment for, and acceptance of the goods, but shall expire **36 (Thirty Six) months** for the Mobile Radios including mobile antenna system, external speaker, hand MIC and associated accessories, after their acceptance by the Purchaser.

We also undertake to carry out the post warranty maintenance of the radios for **07 (Seven) years** after the guarantee/warranty period of three years as per the terms and conditions laid down in the tender.

The obligations under the Guarantee/Warranty expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

DATE _____

Note: In case the bidder is an authorised distributor, this undertaking towards the Guarantee/Warranty and Post Warranty Maintenance should be endorsed by the manufacturer.

MANUFACTURERS AUTHORIZATION CERTIFICATE
(Enclose with Technical Bid)

It is certified that M/s_____ are
our authorized distributors and they have been authorized to quote and sell Trunking Wireless
sets and accessories Make/ Model No.-----
manufactured by us to Delhi Police and we will provide to them all necessary support for
providing effective after sale services.

Yours sincerely

(Signature, Name, designation, contact address and Telephone
number of the authorized signatory of the Manufacturer)

Seal

**PROFORMA FOR SALES TAX/VAT CLEARANCE CERTIFICATE
(Enclose with Technical bid)**

OFFICE OF THE SALES TAX/VAT OFFICER, WARD-í í í í í í í í
SALES TAX/VAT DEPARTMENT, í í í í í í í í í í í ..

No. _____ Dated _____

Sales Tax/VAT Clearance Certificate

Certified that M/s. _____

is a registered Company of this ward having Registration No. _____

The Company is assessed upto _____ and there are no dues pending against the said Company as on date.

This certificate is issued on the written request of the company, dated _____ for submission of tender purposes only.

This certificate is valid up _____

Signature & Seal of
SALES TAX/VAT OFFICER

WARD
DATE:

**BANK GUARANTEE
BID SECURITY**

To,
The Deputy Commissioner of Police,
Communication, Delhi Police,
Old Police Lines, Rajpur Road,
Delhi-110054.

Whereas _____ (hereinafter called the Bidder) for the supply of _____ vide Tender No. _____, KNOW ALL MEN by these presents that WE, _____ having our registered office at _____, (hereinafter called the Bank) are bound by the DY. COMMISSIONER OF POLICE (COMMUNICATION), Old Police Lines, Rajpur Road, Delhi-110054 (hereinafter called the Purchaser) in the sum of Rs. _____ (in words) for the tender documents, for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:-

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity i.e. Six (6) calendar months from the date of opening of the tender.
 - (a) **Fails or refuses to execute the Contract, if required; or**
 - (b) **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**
 - (c) **If at any stage any of the information/ declaration is found false.**

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

This guarantee will remain in force of the Bid Document upto _____ and any demand in respect thereof should reach the Bank not later than the specified date.

Notwithstanding anything contained herein above, our Liability under this Guarantee shall not exceed Rs. _____ (in words). This Bank guarantee shall be valid till Forty Five (45) days beyond the Bid validity period of Six (6) months i.e. ___/___/___-.

We are liable to pay guarantee amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

Dated this _____ day of _____ 2013 _____ at

WITNESS

(Signature) _____

(Signature) _____

(Name) _____

NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of Attorney _____

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

(Enclose with Technical Bid)

Bank Guarantee No _____

Date _____

Ref _____

To,

The Deputy Commissioner of Police,
 Communication, Delhi Police,
 Old Police Lines, Rajpur Road,
 Delhi-110 054

Dear Sir,

In consideration of the Deputy Commissioner of Police(Communication), Delhi Police, Delhi (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No. _____ dated __/__/____ entering into a formal contract to that effect with the Purchaser on _____ vide Agreement No. _____ (hereinafter referred to as the 'Contract') and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs _____ * _____ as aforesaid at any time upto _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding.

- a) any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) the invalidity, irregularity or un-enforceability of the contract; or
- c) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We _____ hereby agree and undertake that any claim which

(indicate the name of the bank)

the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Government exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs _____*_____ and it shall remain in force upto and including _____**_____ and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2013 _____ at

WITNESS

(Signature) _____

(Signature) _____

(Name) _____

NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of Attorney _____

* This sum shall be ten percent (10%) of the Contract Price.

** The date will be 03(three) years and six months from the date of award of the contract. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.

CHECK LIST - TECHNICAL BID
(Enclose with Technical Bid)

- | | | |
|-----|---|--------|
| 1. | Have you enclosed the tender fee? | Yes/No |
| 2. | Have you furnished bidder's particulars furnished as per Annexure-T1? | Yes/No |
| 3. | Have you furnished Bid Form (Annexure-T2)? | Yes/No |
| 4. | Have you furnished Bid security (Earnest Money)? | Yes/No |
| 5. | Have you filled in Chapter 4 (Technical Specs)? | Yes/No |
| 6. | Have you furnished the Guarantee/Warranty Undertaking? | Yes/No |
| 7. | Have you enclosed un-priced Schedule of Requirement giving details of Stores quoted? | Yes/No |
| 8. | Are you offering the goods & services as per delivery schedule? | Yes/No |
| 9. | Have you enclosed Tax registration certificate and clearance certificate as per enclosed proforma(Annexure-T5)? | Yes/No |
| 10. | Have you furnished the guarantee for supply of spares in the post warranty period? | Yes/No |
| 11. | Have you signed and sequentially numbered each page of your Bid? | Yes/No |
| 12. | Have enclosed the certificate as per clause 10.3 of Chapter 1? | Yes/No |
| 13. | Have you noted the contents of Contract Form (Chapter 6)? | Yes/No |
| 14. | Have you furnished the Manufacturer's Authorization? | Yes/No |
| 15. | Have you furnished Mandate Form for Electronic Fund Transfer (EFT)? | Yes/No |

Form No. E-5

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(MODEL MANDATE FORM)
(INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING
MECHANISM)
(Scheme name and the periodicity of payment)

1. INVESTOR/CUSTOMER'S NAME :
2. PARTICULARS OF BANK ACCOUNT
 - A. BANK NAME :
 - B. BRANCH NAME :
Address with Tel. No. :
 - C. 9-DIGIT CODE NUMBER OF THE :
BANK AND BRANCH
(Appearing on the MICR cheque issued
by the bank)
 - D. ACCOUNT TYPE :
(S.B. Account/Current Account or
Cash credit with code 10/11/13)
 - E. LEDGER NO./LEDGER FOLIO NO. :
 - F. ACCOUNT NUMBER :
(As appearing on the cheque Book)
 - G. IFSC CODE NUMBER/RTGS No. :
(In lieu of the bank certificate to be obtained as under, Please attach a blank cancelled
cheque, or photocopy of a cheque or front page of your saving bank passbook issued by your
bank for verification of the above particulars.)
3. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the User institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date: _____ Signature of the Investor/Customer

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized
Official from the Bank

BID LETTER
(Enclose with Technical Bid)

To
The Deputy Commissioner of Police,
Communication, Delhi Police,
Old Police Lines, Rajpur road, Delhi-110054.

Ref: Tender No. _____
Sir,

We declare:

1. a) That we are manufacturers / authorized agents of _____.
b) That we /our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
2. We hereby offer to supply the Stores at the prices and rates mentioned in the Commercial Bid at **Chapter 5**.
3. **Period of Delivery:** We do hereby undertake, that in the event of acceptance of our bid, the **supply of the Goods/Equipment** shall be completed at site within the specified period of **Eight (08) weeks** from the date of Award of Contract (LOI), and that we shall perform all the incidental services as per contract.
4. **Terms of Delivery:** The prices quoted are inclusive of all charges upto delivery at all the locations (sites) to be indicated by Delhi Police.
5. We enclose herewith the complete Commercial Bid as required by you and also enclosed the Check List.
6. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the Bids and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
8. Certified that the Bidder is:
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor, or
a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney, or
a company and the person signing the tender is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.

9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2013.

Details of enclosures:

Telephone No. Mobile No.

Signature of the Bidder

Full address:

Fax No. Email address: