

INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 E-bid through GeM Portal are invited in two packet system i.e. (i) Technical bid and (ii) Commercial bid from manufacturers or their authorized distributors/dealers for the Supply of 474 Nos. of UHF DMR Hand Held Wireless Sets and 210 Nos. UHF DMR Static/Mobile Wireless Sets along with its accessories with 02 years warranty and CAMC for 03 years (after expiry of 02 years warranty period) as per the Schedule of Requirement/BoQ (Annexure-A-I), Technical Specifications (Annexure-B) & Scope of Work (Annexure-A) mentioned in this document for use of Delhi Police:-

| S.No. | Description | Qty. |
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| A. | UHF Handheld Digital Radios with Accessories:- | |
| (i) | UHF Hand Held Digital Radios with antenna | 474 Nos. |
| (ii) | Battery with Belt Clip @ 3 for each Hand Held Set | 1422 Nos. |
| (iii) | Leather Case with Shoulder Strip | 100 Nos. |
| (iv) | Single Unit rapid battery charger | 474 Nos. |
| (v) | Hand-free Kit (Ear receiver with PTT and complete accessory) | 100 Nos. |
| (vi) | Multi-Unit (Six-way) Rapid Battery Charger | 40 Nos. |
| (vii) | Programming Kit for Hand Held Radios:- Radio Programming software, hardware interface Unit and cables for programming of radios from PC | 02 Sets |
| (viii) | Technical repairing and maintenance manual with complete block diagram, circuit layout, PCB layout, component and wiring Diagram etc. should be provided in soft as well as hard copy. | 02 sets |
| (ix) | Any related Hardware/software required in the existing system for completion of the job | 01 Lot |
| B. | UHF Static/Mobile Digital Radios with Accessories:- | |
| (i) | UHF Static/Mobile Digital Radios | 210 Nos. |
| (ii) | Keypad Microphone | 210 Nos. |
| (iii) | L.T. Lead | 210 Nos. |
| (iv) | Mounting Bracket | 210 Nos. |
| (v) | 6 dB gain static antenna | 210 Nos. |
| (vi) | 30 Meter RF Cable (1/2 inch Helix) with matching patch cord | 210 Nos. |
| (vii) | AC/DC SMPS compact power supply 12 V, 15 Amp with Battery connect option | 210 Nos. |
| (viii) | Programming kit for Static Radios:- Radios Programming Software, Hardware Interface Unit and cables for programming of radios from PC | 02 Nos. |
| (ix) | Technical Repairing and maintenance manual with complete block diagram, circuit layout, PCB layout, component and wiring diagram etc | 02 Nos. |

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| | should be provided in soft as well as hard copy | |
| (x) | Any related Hardware/software required in the existing system for completion of the job | 1 Lot |
| C. | Comprehensive Annual Maintenance Charges for 1 st year after expiry of 2 years guarantee/warranty | 1 Lot |
| D. | Comprehensive Annual Maintenance Charges for 2 nd year after expiry of 2 years guarantee/warranty | 1 Lot |
| E. | Comprehensive Annual Maintenance Charges for 3 rd th year after expiry of 2 years guarantee/warranty | 1 Lot |

- a. Bidders are advised to study the Bid document carefully and thoroughly. Online submission of Bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications.
- b. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the Stores. No request for the change of price or time schedule of delivery of stores shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- c. The Purchase committee with the approval of competent authority reserves the right to relax any terms & conditions in the Govt. interest with the approval of competent authority.
- d. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.
- e. In cases where manufacturer has submitted bid, the bids of its authorized distributors will not be entertained and EMD will be returned. In case of dispute, all the infringing bids will be rejected.
- f. In case of any issue of clarification on the interpretation of clause(s) arises, then the decision/interpretation of department (Delhi Police) shall be final and binding on the bidding firms. No further request in this regard will be entertained.

2. Schedule of Tender:

- 2.1 The pre-bid meeting will be held on **03.02.2025 at 1200 hours** in the Conference Hall, Room No. 307, Third Floor, Tower-I, New Police Headquarters, Jai Singh Road, New Delhi to clarify doubts of potential bidder in respect of procurement and comprehensive AMC of system. All the interested tenderers/firms may send their queries, if any, in respect of the tender documents by post/by hand in CSA Branch, DCP, Prov. & Logistics, 5, Rajpur Road, Delhi or through e-mail on dcp-pl-dl@nic.in

upto **1600 Hours on 28.01.2025**. The same must be sent through e-mail at dcp-pl-dl@nic.in in MS word file format. No query will be entertained after the due date. Prospective bidders can attend the pre-bid meeting on scheduled date & time.

- 2.2 The online Technical bids will be opened in the Committee Room, Prov. & Logistics, 5, Rajpur Road, Delhi. After evaluation of the Technical bids, the short-listed Bidders will be asked for presentation/ demonstrate of their system before the Technical Evaluation Committee whose decision shall be final and not be open for discussion.
- 2.3 As part of Technical Evaluation of Bids, the Bidders shall arrange presentation/live demonstration of their quoted Equipments/Items to show that they fully conform to this tender. The bidders will be intimated the exact date and time slot for them to carry out such demonstration by User Unit. The bidders are advised to make all necessary arrangement for the live demonstration of their quoted equipment/items well in advance as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation.
- 2.4 **Live Demonstration**
 - a. Bidder must state categorically whether or not his offer conforms to the specifications given in the bid.
 - b. The bidder shall arrange live demonstration of the quoted wireless sets to that their quoted wireless sets fully conforms to the tender specifications.
 - c. The bidder will be intimated the exact date and time slot for them to carry out live demonstration.
 - d. The live demonstration of the quoted wireless sets is a mandatory requirement to show conformity with the tender specifications.
- 2.5 The bidder should have at least one technical maintenance and support base in Delhi/NCR.
- 2.6 The bidders shall intimate the name and contact number of their engineers, details to attend the complaints relating to repair/replacement of non-functional equipments, under warranty.
- 2.7 The representatives (Employee, Manager, Owner, Partner, Director) of the firms participating in the tender meetings including Technical Evaluation Committee meetings etc. must carry authorization letters from the firm concerned.
- 2.8 After completion of Technical Evaluation, bid of Qualified and Disqualified bidders will be accepted & rejected on GeM portal and as per GeM procedure, GeM will notify all the bidders and bidders whose bids have been rejected will get one time opportunity to raise any representation against their disqualification.
- 2.9 After completion of all GeM codal formalities, financial bid will be opened in the Committee Room at 5, Rajpur Road, Delhi.

- 2.10 After opening of financial bid, the same will be forwarded for Reverse Auction.
- 2.11 Submission of online scanned copies of unwanted/irrelevant documents/out of contest document to disturb/misuse the online procurement system can be taken seriously and stringent action can be taken against such bidders. The decision of the department in this regard will be final and shall not be open for further discussion.
- 3 **Purchaser's Right to vary quantities at the time of placement of Supply Order/signing of Contract:** The Purchaser reserves the right to increase/decrease the ordered quantity by upto 25% at any time, till the final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).
- 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:** The "Bidder" as used in the Bid 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 on GeM Portal or his duly authorized distributors for these specific Radio Sets as per BoQ. The bidders shall submit a manufacturer's certificate issued by any Govt. Agency or authorized distributorship/dealership certificate from the manufacturer/principal registered with any Govt. Department.
6. **Bid Security(Earnest Money):**
- 6.1 The scanned copy of Earnest Money Deposit (EMD) of **Rs.14,15,000/-** be deposited by the bidders with the Technical bid. No Bid will be accepted without requisite E.M.D. The E.M.D. shall be in the shape of A/C Payee Demand Draft in favour of Dy. Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi payable at Delhi. The EMD can also be submitted either in the shape of FDR, Banker's Cheque, Insurance Bond or Bank Guarantee. Failure to do so will result in rejection of bid. No interest will be given on E.M.D. **The original DD/Bankers Cheque/FDR/BG/Insurance Bond i.e. EMD shall be submitted by the bidder within 5 days of bid opening of Technical bid of Tender/Bid at CSA Branch, Office of Dy. Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi-110054.**

- 6.2 The bidders registered with Micro and Small Enterprises (MSEs) as defined in MSE procurement policy and issued by Department of Micro, Small and Medium Enterprises (MSME)/NSIC or are registered with the Central Purchase Organization or the concerned Ministry or Department or Start ups as recognized by Department of Industrial Policy & Promotion (DIPP) for the requisite item/items is exempted from Bid Security (EMD). However the bidders will have to submit scanned copy of the Registration` Certificate with the technical bid of the tender/bid to avail this exemption. The original document projected for application exemption can be verified/checked.
- 6.3 Being a Turnkey and Customized system, in case, application of MII/MSE purchase preference, the ordered component quantity will be not be divisible between L-1 & L-2 bidders as per the guidelines. In case purchase preference given to MII/MSE firm, the complete quantity will be ordered to MII/MSE firm, as dividing the requisite system among the bidders will not be possible.
- 6.4 The Bid Security (Earnest Money) shall be valid 45 days beyond the bid validity period of 180 days from the date of opening of the Bid by the Purchaser, in case of short-listed Bidders. No interest will be payable by the Purchaser on this amount.
- 6.5 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 Conditions of Contract, or
 - ii) to furnish Contract Performance Security in accordance with Clause 2 of Conditions of Contract; or
 - iii) If at any stage any of the information/declaration is found false.
- 6.6 In case the bidder fails to upload the scanned copy of Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee in respect of EMD online with technical bids, the bid will be rejected straightway.
- 6.7 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 Conditions of Contract and furnishing the Performance Guarantee, pursuant to Clause 2 of Conditions of Contract.
- 7 Period of Validity of Bids:** Bids shall remain valid for **6 (six) calendar months** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

8 REGISTRATION WITH G.S.T. DEPARTMENT:

- (i) The bidders should be registered with the G.S.T. Department and they shall furnish scanned copies of the registration certificate with their Technical Bid.
- (ii) The bidders shall also furnish a copy of latest GST deposit receipt/challan/return with their Technical Bid.

9 TERMS AND CONDITIONS OF TENDERING/BIDDING FIRM:

- 9.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 9.2 Bidder must state categorically whether or not his offer conforms to all the tender/bid terms and conditions/specifications and Scope of Work given in the bid. 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 **Annexure-B**, specify clearly deviation if any of the tender/bid.

10 Bid Requirements:

- 10.1 The Bidder must quote for all items and quantities including CAMC rates for 03 years as listed under the Schedule of Requirement and also for any other equipment/component/service required. Nothing over and above the quoted price shall be payable on any account.
- 10.2 **The L1 firm will be decided on the basis of lowest price including taxes & duties etc. quoted for all the items/equipment including CAMC charges on GeM portal.**
- 10.3 The Successful Bidder(s) shall be required to furnish **Contract Performance Security for 5%** of the value of the Contract Price, at the time of award of Contract within 14 days. Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty/guarantee obligations. The performance Security shall bear no interest.
- 10.4 In case successful bidder fails to deposit the **Contract Performance Security** within 14 days from the date of receipt of letter, action will be initiated to blacklist the firm.

- 10.5 The firm whose Bid will be accepted shall not be entitled to refund of **Contract Performance Security** unless the terms & conditions of the contract have been fully carried out to the entire satisfaction of the User i.e. DCP/Communication, Delhi.
- 10.6 The bidders participating in the Bid must submit a scanned copy of 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.
- 10.7 The bidder shall have to submit manufacturing/authorized distributor/dealership certificate in respect of UHF DMR Hand Held Wireless Sets and UHF DMR Static/Mobile Wireless Sets.
- 10.8 The bidder must be well established and have been providing Telecommunication/IT solutions/similar project for at least 3 years.**
- 10.9 The bidder should have the manpower of at least 06 (six) technical skilled manpower having requisite experience to develop and implement customized Telecommunication/IT applications related to hardware/software of wireless equipments.
- 10.10 Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected. No physical bids will be accepted. Only online bids will be accepted.
- 10.11 Bidders will submit all technical brochures/documents of equipments offered by them with their technical bid.

11. COMPANY DETAILS

- 11.1. The bidder shall have to submit the list/details of their owners/partners/proprietor/directors as the case may be on the Firm's letter head as per proforma given below:

| S. No. | Name of Owner/ Partners/ Proprietor/ Directors with contact No. | Official Address | Residential Address | DIN No. of Director's if applicable | GST No. of bidder firm |
|--------|---|------------------|---------------------|-------------------------------------|------------------------|
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- 11.2 The bidder should submit an undertaking that no member of their firm/company etc. or family members are participating in the bidding process through some other entity.

- 11.3 If the bidder is participating in the tender as authorized distributor/dealer/reseller of manufacturer (OEM), the bidder shall have to submit the details of their OEM on the letter head of OEM as per given below proforma:

| S. No. | Name of OEM Company | Whether the company regd. under companies Act 1956/2013 and subsequent amendments thereto or LLP Act 2008 etc. (Attach copy of regn.) | Factory Address | GST No. | Name of Owner/ Partners/ Directors with contact no. of Manufacturer (OEM) | Residential Address | DIN No of Directors |
|--------|---------------------|---|-----------------|---------|---|---------------------|---------------------|
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- 11.4 UNDERTAKING CERTIFICATE FOR CARTEL FORMATION :-** The participating firm/bidder is required to submit the undertaking certificate for non-submission of bid through cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in the instant GeM bid called by Delhi Police and consideration/ acceptance for delist/ black listed for 02 years if found involved in such cartel formation from any of the departments or through documents failing which the offer shall be rejected.

- 11.5 Conflict of Interest among Bidders/ Agents: "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, If;

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the technical specifications of the contract that is the subject of the Bid; or

- g) In case of holding a company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/ similar line of business.”

11.6 Code of Integrity : No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) Obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;

ESSENTIAL DECLARATION CERTIFICATE:-

Inclusion of condition for undertaking for genuinely of documents as below:-

- (a) Firm shall submit notarized affidavit on Rs.100/- stamp paper after bid published that firm have not submitted any fake/forged/false/misleading & mis-represented documents to any Govt. department in last 03 years and Certificate regarding Non-blacklisting/ Banned by any Govt department for last 03 years. If undertaking/Certificate found false then the firm will be blacklisted for 02 years.
- (b) Further seller will confirm in writing on Notarized affidavit of Rs.100/- stamp paper, that they have not defaulted/delayed for supplying ordered goods to any government department in last 02 years and same to be submitted along with technical Bid.
- (c) Both the above are essential condition and failing which, offer of the firm is liable for rejection.

12. Any new Government levies/taxes imposed or increased in taxes after the contract date shall be paid as per actual against submission of documentary evidence and in case of decrease thereof, the same shall be adjusted by the contractor as per revised slabs. In case, the tax rates are reduced after release of payment the same shall be adjusted against future bills or from the performance security of the contractor
13. **Fall Clause** : The bidder shall undertake that the price charged/finalized for the store/services supplied under the Bid shall in no event exceed the lowest price at which the bidder offer the store/services identical description to the other organization during the currency of contract. If at any point of time during the period, the seller reduces the sale price, sells or offer to sell such store/service to any other organization including the Buyer at a price lower than the price chargeable under the present Bid, he shall notify such reduction within 7 (Seven) days and the price payable under the contract shall stand correspondingly reduced. An undertaking shall be submitted by the bidder in this regard with the technical bid.
14. **Inspection and Tests:-**
- i) The Purchaser shall have the right to inspect and/or test the stores for conformity to the contract specifications.
 - ii) In any inspected or tested stores fail to conform to the specification, the Purchaser may reject them and Supplier shall either replace the rejected stores or make all alterations necessary to meet specification requirement free of cost to the purchaser.
 - iii) The supplier shall provide installation and standard test procedures for the offered wireless sets.
 - iv) The supplier shall submit complete documentation of all the measurements for future reference of the purchaser.
 - v) For the purpose of taking over the stores supplied, an Acceptance Test shall be carried out at the Purchaser's destination site. The equipment that meet the acceptance test shall only be accepted by the Purchaser.
 - vi) The supply of Stores shall not be deemed to have been completed unless all the stores are accepted by the Purchaser.
 - vii) Before the equipment is taken over by the Purchaser, the Supplier shall supply the installation, operation, repair and maintenance manuals of the equipment.
15. **Guarantee/Warranty:-**
- i) The supplier shall provide Comprehensive on-site Guarantee/Warranty for all Stores/equipment supplied under the contract for a period of two (02) years from the date of final acceptance of the stores. **An undertaking to this effect shall be furnished along with the Technical bid.**

- ii) If the performance of any individual equipment fails to meet the contract specifications, then the same shall be replaced by the Supplier free of cost during the term of the Guarantee/Warranty period.
 - iii) The supplier shall provide necessary software updates free of cost during the Guarantee/Warranty period.
 - iv) During the term of Guarantee/Warranty the service/repair call will have to be attended by the supplier within 12 hours from the time of such calls. The defective equipment should be repaired the same day at the Purchaser's location. In case of major defects requiring the defective equipment to be taken to the supplier's workshop, it should be returned within four weeks duly repaired and immediate substitute equipment will be provided by the supplier for the smooth operation. The to and fro transportation of the equipment will be the responsibility of Supplier.
 - v) Delays in attending the calls and or repairing the defective equipment beyond time limit specified in this clause, without providing the substitute, will attract penalties in accordance with terms and conditions of the contract.
 - vi) 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 as the Liquidated Damage charges as per clause No. 15 of Conditions of Contract.
16. Consortium is not allowed to participate in bidding process, however, Joint Venture can be considered & allowed in bidding process. The credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- 17. Evaluation of Commercial Bids :-**
- 16.1 The commercial bid of only the technical qualified bidders will be opened for evaluation.
 - 16.2 The bidder shall quote the prices of all items in Price schedule as per Schedule of Requirements, Technical Specifications and Terms & Conditions of Bid.
18. **Contents of Bid:** The Online Bids prepared by the Bidder shall comprise of the following two components:-

- a) **Technical Bid** comprising of the following **scanned documents** and to be filled on the format sheets provided in each Bid Document. This is mandatory:

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| i. | A Demand Draft/Pay Order/Bank Guarantee/FDR of Rs.14,15,000/-in favour of Deputy Commissioner of Police Prov. & Logistics, Delhi shall be attached towards Bid Security (Clause 6.1 of Chapter “Instruction to Bidders”) (Scanned copy of EMD). |
| ii. | Copy of MSME/NSIC/Start up certification, if claimed for EMD exemption (Clause 6.2 of Chapter “Instruction to Bidders”) |
| iii. | Copy of GST Registration Certificate (Clause 8 (i) of Chapter “Instruction to Bidders”) |
| iv. | Latest GST clearance Certificates/Return/ Deposit receipt. (Clause 8 (ii) of Chapter “Instruction to Bidders”) |
| v. | Compliance of Scope of Work of the Stores(Chapter A of Chapter “Instruction to Bidders”) |
| vi. | Compliance of Technical Specifications of the Stores(Chapter B of Chapter “Instruction to Bidders”) |
| vii. | List of owner/partner/directors (Clause No. 10.6 of Chapter “Instruction to Bidders”) |
| viii. | Undertaking/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 (Clause 10.6 of Chapter “Instruction to Bidders”) |
| ix. | Manufacturing certificate/authorized distributorship/dealership in respect requisite Hand Held Wireless Sets. (Clause 10.7 of Chapter “Instruction to Bidders”) |
| x. | Documents regarding experience as per Clause No. 10.8 of Chapter “Instruction to Bidders” |
| xi. | All technical brochures/documents of equipments offered in the Bid (Clause 10.11 of Chapter “Instruction to Bidders”) |
| xii. | Undertaking regarding Fall Clause (Clause 13 of Chapter “Instruction to Bidders”) |
| xiii. | Undertaking/documents regarding Make in India preference (Clause 19 of Chapter “Instruction to Bidders”) |
| xiv. | Bidders Particulars (Annexure C-1 of Chapter “Instruction to Bidders”) |
| xv. | Bid Form (Annexure C-2 of Chapter “Instruction to Bidders”) |
| xvi. | Warranty/Guarantee (Annexure C3 (Annexure C-1 of Chapter “Instruction to Bidders”) |
| xvii. | Undertaking in regards to order of Ministry of Finance, Department of Expenditure dated 23.07.2020 (Annexure C4 of Chapter “Instruction to Bidders”) |
| xviii. | Bid letter (Annexure C5 of Chapter “Instruction to Bidders”) |
| xix. | Tender acceptance letter (Annexure C-6 (Annexure C4 of Chapter |

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| | “Instruction to Bidders”) |
| xx. | Undertaking for providing comprehensive on-site Guarantee/ Warranty for all Stores/equipment for a period of 3 (three) years (Clause 15.1 of Chapter “Instruction to Bidders”) |
| xxi. | Certificate/undertaking for setting up of maintenance base in Delhi/NCR by the time of commissioning of the requisite system (Clause 2.5 of Chapter “Instruction to Bidders”) |
| xxii. | Undertaking indicating the estimate life span of the quoted system as per Clause 9.1 of Chapter “Condition of Contract” |
| xxiii. | Undertaking from the manufacturer that supplies of necessary maintenance equipment and spare parts will be made available for all Items/Equipment for a period of 08 (Eight) years. |
| xxiv. | Any other document requested in the Bid. |

b) Commercial Bid to be filled on GeM Portal in accordance with the format provided in the Bid Document:

19 **PREFERENCE TO MAKE IN INDIA**

Preference to make in India products (for bids less than 200 Crore): preference shall be given to class 1 local supplier as defined in public procurement (preference to make in India) order 2017 as amended from time to time and its subsequent orders/notification issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the tender documents 50%. If the bidder wants to avail the purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of local content and the details of locations at which the local value addition is made alongwith their technical bid, failing which no purchase preference shall be granted. In case tender value is more than 10 Crore, the declaration relating to percentage of local content shall be certified by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the public procurement (preference to make in India order 2017 amendment issued vide No. P-45021/2/2017-PP(BE-II) dated 04.06.2020. Only class 1 and class II local suppliers with 20% local content as per make in India order dated 04.06.2020 will be eligible to bid in this tender. Non local supplier as per make in India order dated 04.06.2020 are not eligible to participate in this tender. The margin of Purchase Preference shall be 20%.

20 The following provision under rule 144 (xi) of the GFR-2017 amendment issued by Ministry of Finance, Department of Expenditure, Public Procurement Division vide Office Memorandum F. No. 6/18/2019-PPD dated 23.07.2020 shall be complied:-

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender/bid only if the bidder is registered with the Competent Authority.

- ii. “Bidder” (including the term “tenderer” means any person or firm or company, including any member of Joint venture (that is an association of firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture fall under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under :-
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation_____

- a “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b “Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (v) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

In view of the above, the bidder shall have to submit a certificate/undertaking (duly sealed and signed) as per proforma mentioned at Annexure- C4.

Purchase Preference to MSE Firms

21. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid.

If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% percentage of total quantity in accordance with the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

-sd-
DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS: DELHI

Scope of Work

| Sl.No. | Details |
|--------|---|
| 1. | The scope of work shall include supply, delivery at integrated Complex, FC-50, Shalimar Bagh, Delhi-110088, unloading of radios/equipments with accessories and any other services associated with the delivery of equipments as per Schedule of requirement and Technical Specifications. The installation of wireless sets is not included in the tender. |
| 2. | Guarantee/Warranty: The Supplier shall provide Comprehensive Guarantee/Warranty for the stores supplied under the Contract. The Warranty/Guarantee should not be less than 24 (Twenty Four) months for all Radios and accessories. The maintenance service, including spares shall be free of cost during warranty/Guarantee period. |
| 3. | Comprehensive Annual Maintenance Contract (CAMC): The bidder shall provide 03 years CAMC for Radios and accessories mentioned in the Schedule of Requirement (except batteries) after expiry of 02 years Guarantee/Warranty. |
| 4. | Packing, Forwarding & Shipment:- The supplier shall provide proper packing of the Store 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 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. |
| 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. | Spare parts:- The bidder will undertake that after the completion of Warranty/Guarantee period, the supplies of the necessary maintenance spare parts will be made available for the wireless sets under this tender for a period of eight (08) years. |

ANNEXURE-A1**Schedule of Requirement/Bill of Quantity (BOQ)**

| S.No. | Description | Qty. |
|--------------|--|-------------|
| A. | UHF Handheld Digital Radios with Accessories:- | |
| i. | UHF Hand Held Digital Radios with antenna | 474 Nos. |
| | Battery with Belt Clip @ 3 for each Hand Held Set | 1422 Nos. |
| ii. | Leather Case with Shoulder Strip | 100 Nos. |
| iii. | Single Unit rapid battery charger | 474 Nos. |
| iv. | Hand-free Kit (Ear receiver with PTT and complete accessory) | 100 Nos. |
| v. | Multi-Unit (Six-way) Rapid Battery Charger | 40 Nos. |
| vi. | Programming Kit for Hand Held Radios:- Radio Programming software, hardware interface Unit and cables for programming of radios from PC | 02 Sets |
| vii. | Technical repairing and maintenance manual with complete block diagram, circuit layout, PCB layout, component and wiring Diagram etc. should be provided in soft as well as hard copy. | 02 sets |
| viii. | Any related Hardware/software required in the existing system for completion of the job | 01 Lot |
| B. | UHF Static/Mobile Digital Radios with Accessories:- | |
| i. | UHF Static/Mobile Digital Radios | 210 Nos. |
| ii. | Keypad Microphone | 210 Nos. |
| iii. | L.T. Lead | 210 Nos. |
| iv. | Mounting Bracket | 210 Nos. |
| v. | 6 dB gain static antenna | 210 Nos. |
| vi. | 30 Meter RF Cable (1/2 inch Helix) with matching patch cord | 210 Nos. |
| vii. | AC/DC SMPS compact power supply 12 V, 15 Amp with Battery connect option | 210 Nos. |
| viii. | Programming kit for Static Radios:- Radios Programming Software, Hardware Interface Unit and cables for programming of radios from PC | 02 Nos. |
| ix. | Technical Repairing and maintenance manual with complete block diagram, circuit layout, PCB layout, component and wiring diagram etc should be provided in soft as well as hard copy | 02 Nos. |
| x | Any related Hardware/software required in the existing system for completion of the job | 1 Lot |

| | | |
|----|---|-------|
| C. | Comprehensive Annual Maintenance Charges for 1 st year after expiry of 2 years guarantee/warranty | 1 Lot |
| D. | Comprehensive Annual Maintenance Charges for 2 nd year after expiry of 2 years guarantee/warranty | 1 Lot |
| E. | Comprehensive Annual Maintenance Charges for 3 rd th year after expiry of 2 years guarantee/warranty | 1 Lot |

NOTE: Bidders will also provide if any extra hardware/software required for the completion of project within the quoted price.

**TECHNICAL SPECIFICATIONS AND ALLIED TECHNICAL DETAILS OF
UHF DMR HANDHELD& STATIC/MOBILE RADIOS AND ACCESSORIES**

| S. No. | Parameters | Proposed Specifications | Trial Directives |
|------------|--|---|--|
| A. | UHF HAND-HELD RADIOS WITH ACCESSORIES. | | |
| (i) | UHF Hand Held Digital Radios with antenna | | |
| 1. | General | | |
| 1.1 | Frequency Range (MHz) | 403-470 | User to test |
| 1.2 | Types of Bandwidth | UHF Full Band | User to test |
| 1.3 | Technology | Digital TDMA (2-slot) | User to test |
| 1.4 | Channel Capacity | 255 or more with an alphanumeric display | User to test |
| 1.5 | Channel Spacing | Digital 12.5KHz / Analog 25KHz | User to test |
| 1.6 | Frequency Stability | ± 1.5 PPM or better | User to test |
| 1.7 | Antenna Impedance | 50 Ohm | User to test |
| 1.8 | Antenna | Rugged flexible Helical | User to test |
| 1.9 | Weight | Less than 500gm with Battery | User to test |
| 1.10 | EMI/EMC | ETSI EN 301 489-I & ETSI 301 489-5 | Certificate from National/International Recognized Laboratory is required. |
| 1.11 | Air Interface Standard | Open Standard DMR Tier-II | Certificate from National/International Recognized Laboratory is required. |
| 2. | Transmitter | | |
| 2.1 | RF Power output | Programmable | User to test |
| 2.2 | RF Power Output Range | 1 - 4 Watts | User to test |
| 2.3 | FM Emission | 11K0F3E, 7K60FXE, 7K60FXD, 7K60FXW | User/DCPW to test |
| 2.4 | Digital Modulation | 4FSK | User to test |
| 2.5 | Transmitter Modulation Limiting | ±2.5KHz at 12.5KHz ± 5.0 KHz at 25 KHz | User to test |
| 2.6 | Transmitter FM Hum/Noise (dB) | -40dB or better | User to test |
| 2.7 | Transmitter Adjacent | -60 dB or better | User to test |

| | | | |
|-----------|--|---|--|
| | Channel Power (dBc) | | |
| 2.8 | Audio Response | +1,-3db for 6 dB / octave | User to test |
| 2.9 | Audio Distortion | ≤3% at 1 KHz | User to test |
| 2.10 | Digital Vocoder | AMBE+2 | User to test |
| 2.11 | Communication Security | 1. The system should have an inbuilt Encryption AES-256 | User to test |
| | | 2. The Radio should have provision to support 3rd party encryption. | OEM Certificate required. |
| 3. | Receiver | | |
| 3.1 | Analog Receivers Sensitivity | 0.30 μV or better @ 12 dB SINAD for better coverage | User to test |
| 3.2 | Digital Receiver Sensitivity | 0.30 μV or better @ 5% BER for better coverage | User to test |
| 3.3 | Adjacent Channel Selectivity (dB) | 60dB or better | User to test |
| 3.4 | Inter Modulation (dB) | 70 dB or better | Certificate from National/International Recognized Laboratory is required. |
| 3.5 | Receiver Audio Output | 500 milli Watt or better | User to test |
| 3.6 | Receiver Rated Audio Distortion | ≤ 3% | User to test |
| 4. | Environmental | | |
| 4.1 | Minimum operating temperature | -30°C | Certificate from National/International Recognized Laboratory is required. |
| 4.2 | Maximum operating temperature | +55°C | |
| 4.3 | Minimum storage temperature | -40°C | |
| 4.4 | Maximum storage temperature | +70°C | |
| 4.5 | Non-condensing humidity@ 40 degree Celsius | 95% Max. at +30°C to 60°C | |
| 4.6 | Vibration | MIL-STD-810 F/G or Better | |
| 4.7 | Shock & drop | MIL-STD-810 F/G or Better | |
| 4.8 | Water intrusion & dust | MIL-STD-810 F/G or IP-67 or Better | |
| 4.9 | Salt | MIL-STD-810 F/G or Better | |
| 4.10 | Rain | MIL-STD-810 F/G or Better | |
| 4.11 | Low pressure | MIL-STD-810 F/G or Better | |
| 5. | Feature Wise Configuration | | |

| | | | |
|-----------|---|---|-----------------------|
| 5.1 | Display | Yes, alphanumeric Display | User to test |
| 5.2 | Signaling | 2-Tone/5-Tone/DTMF signaling. | User to test |
| 5.3 | Busy channel lockout | YES | User to test |
| 5.4 | Selective call decode/encode | YES | User to test |
| 5.5 | PTT ID encode | YES | User to test |
| 5.6 | Channel scanning with call quieting facility | YES | User to test |
| 5.7 | Emergency SOS/Siren | YES | User to test |
| 5.8 | Talk around mode | YES | User to test |
| 5.9 | Automatic number identification(ANI) | YES | User to test |
| 5.10 | Text message and predefined message | YES (Should support 150 or more Character for Text messages and 16 or more Character for predefined messages.) | User to test |
| 5.11 | Low battery alert | YES | User to test |
| 5.12 | CTCSS /DCS | YES | User to test |
| 5.13 | Mixed mode operations (analog & digital) | YES | User to test |
| 6. | GPS Configuration | | |
| 6.1 | Availability of an inbuilt GPS system | YES | User to test |
| 6.2 | If yes, horizontal accuracy | <10 Meter | User to test |
| 6.3 | Time to first fix (TTFF) cold start | < 2 Minute | User to test |
| 6.4 | Time to first fix (TTFF) hot start | < 20 Second | User to test |
| 7. | Additional Features | | |
| 7.1 | Roaming capability | IP based Radio should be capable to work on multi site, Automatic roaming from one coverage area to another. | User to test in field |
| 7.2 | Capable of being killed/un killed remotely | YES | User to test |
| 7.3 | Keypad | YES | User to test |
| 7.4 | The radio should be capable of producing good voice quality | YES | User to test in field |

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| | (without voice cutting) in digital encryption and analog mode in the existing DMR tier-II network of Delhi police. | | |
| 7.5 | Radio should be interoperable and compatible with existing DMR Kenwood repeaters and other OEM DMR Repeaters. | YES | User to test in field |
| 7.6 | The OEM should be member of DMR Association. | Certificate of membership from DMR Association is required. | User to Check. |
| 7.7 | The IOP (Interoperability Process) certificate is to be provided for Hand held radios. | Certificate from DMR Association is required. | User to Check. |
| 8. | User manual with each radio set provided free of cost in hard copy and one soft copy | YES | User to test |
| (ii) Battery with Belt Clip | | | |
| 1. | Chemistry of Battery | Li-ion /Li-Polymer batteries | User to test |
| 2. | Voltage rating of the Battery | 7.4 Volt or better | User to test |
| 3. | Capacity of Battery (mAH) | 2000mAH or better | User to test |
| 4. | Average Battery duty cycle 5/5/90 for Digital Transmission | 10 hours or more | User to test |
| 5. | Average Battery duty cycle 5/5/90 for analogue Transmission | 08 hours or more | User to test |
| 6. | Belt Clip | With each battery pack | User to test |
| 7. | BIS Certification | BIS certification is compulsory for proposed batteries. | User to check. |

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| (iii) | Leather case and shoulder strip | One good quality leather case with belt clip & shoulder strip to house the radio sets in operation. | User to test |
| (iv) | Single unit rapid battery charger | | |
| 1. | Input voltage | 180 volt to 250 volt AC (50 Hz) | User to test |
| 2. | Output voltage(on load) | 12.5 volt DC minimum | User to test |
| 3. | Charging current | 0.6 Amp to 1 Amp approx. | User to test |
| 4. | LED indication | <p>a) Steady red, when battery is in rapid charging mode</p> <p>b) Flashing red when battery is either not charging or Not making proper contact</p> <p>c) Flashing green, when battery is charged 90%.</p> <p>d) Steady green, when battery is fully charged.</p> <p>e) Flashing yellow, when battery Temperature may be below 5°C or above 50°C</p> <p>Note-All five indication should be indicated on three LED (red, green and yellow)</p> <p>Red LED for “ a & b”</p> <p>Green LED for “ c & d”</p> <p>Yellow LED for “ e”</p> | User to test |
| 5. | Compatibility | Charger should be Compatible to charge Li-ion/ Li-Polymer batteries | User to test |
| 6. | Battery contacts | Battery contacts should be good quality with gold plated to make proper contact with battery. | User to test |
| 7. | Protection | (i) Reverse Polarity (ii) short circuit protection | User to test |
| 8. | Charging Time | Rapid Rate (1 to 03 Hours) | User to test |
| (v) | Hand-free kit (Ear receiver with PTT and complete accessory) | | |
| 1. | Surveillance Mike/ Ear Receiver should be one wire ergonomic design. | | User to test |
| 2. | Surveillance Mike / Ear Receiver should be with in-line | | User to test |

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| | microphone & PTT Switch. | | |
| 3. | Surveillance Mike / Ear Receiver should be simple to use for PTT. | | User to test |
| 4. | Ear Receiver should be able to suppress the harmful sound to safe level and should not go more than 85 dbm. | | User to test |
| 5. | Ear piece of Ear Receiver should be made of easy to clean, chemical-inert, hypo-allergenic material. | | User to test |
| 6. | The complete Surveillance Mike / Ear Receiver should be good look, functional, user friendly and of a good quality. | | User to test |
| (vi) | Multi-Unit (Six-Way) Rapid Battery Charger | | |
| 1. | Input voltage | 180 volt to 250 volt Freq- 50Hz | User to test |
| 2. | Output voltage(On load) | 12.5 volt DC minimum. | User to test |
| 3. | Charging current | Between 600-1000mA each Slot | User to test |
| 4. | LED indication | <p>a) Visual indication when battery is in charging mode</p> <p>b) Visual indication when battery is either not charging or not making proper contact with charger</p> <p>c) Visual indication when battery is Charged more than 90%</p> <p>d) Visual indication when battery is fully Charged</p> <p>e) Visual indication when battery Temperature may be below 5°C & above 50°C</p> <p>Note-All five indication should be indicated on three LED (red, green and yellow)</p> <p>Red LED for “ a & b”</p> <p>Green LED for “ c & d”</p> <p>Yellow LED for “ e”</p> | User to test |
| 5. | Compatibility | Charger should be Compatible to charge Li-ion/Li-Polymer batteries | User to test |
| 6. | Battery contacts | Battery contacts should be good quality with gold plated to make proper contact with batteries. | User to test |
| 7. | Protection | (1) Reverse Polarity Protection (2) Short Circuit Protection. | User to test |
| 8. | Construction | Sturdy powder coated body with cooling fan/inbuilt heat sinks are | User to test |

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| | | required for heat dissipation at that temperature. | |
| 9. | Charging Time | Rapid Rate (1 to 03 Hours) | User to test |
| 10. | Reconditioning capability | Yes | User to test |
| 11. | No of Slots | Six | User to test |
| (vii) | Programming Kit for Hand Held Radios:- Radio Programming Software, Hardware Interface Unit and cables for programming of radios from PC. | | User to test |
| (viii) | Technical repairing and maintenance manual with complete block diagram, circuit layout, PCB layout, component and wiring Diagram etc. should be provided in soft as well as hard copy. | | User to test |
| B. | UHF STATIC/MOBILE DIGITAL RADIOS WITH ACCESSORIES:- | | |
| (i) | UHF Static/Mobile Digital Radios | | |
| 1. | General | | |
| 1.1 | Frequency Range (MHz) | 403-470 | User to test |
| 1.2 | Type of bandwidth | UHF FULL BAND | User to test |
| 1.3 | Technology | DIGITAL TDMA (2-Slot) | User to test |
| 1.4 | Channel capacity | 255 or more with an alphanumeric display | User to test |
| 1.5 | Channel spacing | Digital 12.5KHz/ Analog 25KHz | User to test |
| 1.6 | Power source | 10.8V to 15.6 VDC | User to test |
| 1.7 | Protections | Reverse polarity protection and Protection against high VSWR | User to test |
| 1.8 | Frequency stability | + 1.5 PPM or better | User to test |
| 1.9 | Antenna impedance | 50Ω | User to test |
| 1.10 | Weight | Less than 2kg | User to test |
| 1.11 | EMI/EMC | ETSI EN 301 489-I & ETSI 301 489-5 | Certificate from National/International Recognized Laboratory is required. |
| 1.12 | Air interface standards | Open standards DMR Tier-II | Certificate from National/International Recognized Laboratory is required. |
| 2. | Transmitter | | |
| 2.1 | RF Power output | Programmable | User to test |
| 2.2 | RF Power output | 5 to 25 Watts or more | User to test |

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| | range | | |
| 2.3 | F.M. Emission | 11K0F3E, 7K60FXE, 7K60FXD, 7K60FXW | User/DCPW to test |
| 2.4 | Digital modulation | 4FSK | User to test |
| 2.5 | Transmitter modulation limiting | ±2.5KHz at 12.5KHz/ ± 5.0 KHz at 25 KHz | User to test |
| 2.6 | FM hum & noise | -40dB or better | User to test |
| 2.7 | Transmitter adjacent channel power(dBc) | -60dB or better | User to test |
| 2.8 | Audio response | +1,-3db for 6 dB / octave | User to test |
| 2.9 | Audio distortion | ≤3% at 1 KHz | User to test |
| 2.10 | Digital vocoder | AMBE +2 | User to test |
| 2.11 | Communication Security | (i) The system should have an inbuilt Encryption AES-256 | User to test |
| | | (ii) The Radio should have provision to support 3rd party encryption. | OEM Certificate required. |
| 3. | Receiver | | |
| 3.1 | Sensitivity (analog) | 0.30μV or better @ 12 dB SINAD for better coverage | User to test |
| 3.2 | Sensitivity(digital) | 0.30μV or better @ 5% BER for better coverage | User to test |
| 3.3 | Adjacent channel selectivity | 60dB or better | User to test |
| 3.4 | Inter-modulation | 70Db or better | Certificate from National/International Recognized Laboratory is required. |
| 3.5 | Audio output | Minimum 3W | User to test |
| 3.6 | Audio distortion | ≤ 3% | User to test |
| 4. | Environmental | | |
| 4.1 | Minimum operating temperature | -30°C | Certificate from National/International Recognized Laboratory is required. |
| 4.2 | Maximum operating temperature | +55°C | |
| 4.3 | Minimum storage temperature | -40°C | |
| 4.4 | Maximum storage temperature | +70°C | |
| 4.5 | Non-condensing humidity@ 40 degrees Celsius | 95% Max. at +30°C to 60°C | |
| 4.6 | Vibration | MIL-STD-810 F/G or Better | |

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| 4.7 | Shock & drop | MIL-STD-810 F/G or Better | |
| 4.8 | Water intrusion& dust | IP-54 OR MIL-STD-810 F/G or Better | |
| 4.9 | Salt | MIL-STD-810 F/G or Better | |
| 4.10 | Rain | MIL-STD-810 F/G or Better | |
| 4.11 | Low pressure | MIL-STD-810 F/G or Better | |
| 5. | Feature Wise Configuration | | |
| 5.1 | Low battery alert | YES | User to test |
| 5.2 | CTCSS / DCS | YES | User to test |
| 5.3 | Mixed mode operations (analog & digital) | YES | User to test |
| 5.4 | Signaling | 2-Tone/5-Tone/DTMF signaling. | User to test |
| 5.5 | Busy channel lockout | YES | User to test |
| 5.6 | Selective call decode/encode | YES | User to test |
| 5.7 | PTT ID encode | YES | User to test |
| 5.8 | Channel scanning with call quieting facility | YES | User to test |
| 5.9 | Talk around mode | YES | User to test |
| 5.10 | Automatic number identification(ANI) | YES | User to test |
| 6. | GPS Configuration | | |
| 6.1 | Availability of an inbuilt GPS system | YES | User to test |
| 6.2 | If yes, horizontal accuracy | <10 Meter | User to test |
| 6.3 | Time to first fix (TTFF) cold start | < 2 Minute | User to test |
| 6.4 | Time to first fix (TTFF) hot start | < 20 Second | User to test |
| 7. | Additional Features | | |
| 7.1 | Roaming capability | Radio should be capable to work on multi site, Automatic roaming from one coverage area to another. | User to test in field |
| 7.2 | Capable of being killed/unkilled remotely | YES | User to test in field |
| 7.3 | Keypad | YES | User to test |
| 7.4 | Radio should be interoperable and compatible with existing DMR Kenwood repeaters | YES | User to test in field |

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| | and other OEM DMR Repeaters. | | |
| 7.5 | The radio should be capable of producing good voice quality (without voice cutting) in digital encryption and analog mode in the existing DMR tier-II network of Delhi police. | YES | User to test practically |
| 7.6 | The OEM should be member of DMR Association. | Certificate of membership from DMR Association is required. | User to Check. |
| 7.7 | The IOP (Interoperability Process) certificate is to be provided for Mobile/Static radios. | Certificate from DMR Association is required. | User to Check. |
| 8. | User manual with each radio set provided free of cost in soft as well as hard copy | Required | User to test |
| (ii) | Keypad Microphone | Required | User to test |
| (iii) | L.T. Lead with fuse and reverse polarity protection | Required | User to test |
| (iv) | Mounting brackets | Required | User to test |
| (v) | 6dB gain static antenna | | |
| 1. | Frequency Range | 400 – 470 Mhz | User to test |
| 2. | Power | 50 Watts or better | User to test |
| 3. | Gain | Minimum 6db or better Omni Directional (collinear antenna) | User to test |
| 4. | VSWR | 1.5:1 Or Better | User to test |
| 5. | Impedance | 50 Ohm | User to test |
| 6. | Bandwidth | 70 Mhz | User to test |
| 7. | Termination | PL-259 (Female) | User to test |
| 8. | Radiating element material | Copper | User to test |
| 9. | Element Housing | Fiber Glass | User to test |

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|--------------|--|--|--------------|
| | Material | | |
| 10. | Mounting Hardware | Double Clamp with nut bolt of Good Quality (Gi) | User to test |
| 11. | Polarization | Vertical | User to test |
| 12. | Coverage | 360 Degree | User to test |
| (vi) | 30 meter RF Cable (1/2 inch Helix) with matching patch cord | | |
| 1. | Cable Size/Type | ½" Standard (LDF) | User to test |
| 2. | Jacket Color /Material | Black/Standard Jacket | User to test |
| 3. | Diameter Over Jacket | 15.8 mm Approx. | User to test |
| 4. | Diameter Outer Conductor | 13.8 mm Approx. | User to test |
| 5. | Outer Conductor Material | Copper | User to test |
| 6. | Inner Conductor Material | Copper Clad Aluminum | User to test |
| 7. | Diameter Inner Conductor | 4.8mm Approx. | User to test |
| 8. | Dielectric Material | Foam (LDF) | User to test |
| 9. | Flexibility | Standard | User to test |
| 10. | Impedance | 50 Ohm Approx. | User to test |
| 11. | Operating Frequency Range | 400 MHz to 470 MHz or more | User to test |
| 12. | VSWR | < 1.5: 1 | User to test |
| 13. | Attenuation /100 feet | < 3dB (at 400 MHz – 470 MHz) | User to test |
| 14. | Power Handling Capacity | 50 Watts or better | User to test |
| 15. | Operating Temperature Range | 0°C to 70°C | User to test |
| (vii) | AC/DC SMPS compact Power Supply 12V, 15 Amp with Battery connect option | | |
| 1. | Input Voltage Range | 180-250 AC/50 Hz | User to test |
| 2. | Output terminals | The PSU should have two Separate output terminals i.e. Radio and battery | User to test |
| 3. | DC Output voltage/current (Radio) | 13.6 Volt/15 Amps | User to test |
| 4. | Type of Charger | Float | User to test |
| 5. | Battery Charging Voltage /Current | 13.6 Volts /5 Amps | User to test |
| 6. | Operating temperature | 0-50°C | User to test |
| 7. | AC input | 3 Pin 5.0 Amp. Power cord | User to test |
| 8. | Protections | | User to test |

| | | | |
|--------|---|--|---------------------|
| | <p>(i) Output over voltage</p> <p>(ii) Output over load & short circuit</p> <p>(iii) Battery over charge</p> <p>(iv) Battery deep discharge cut-off</p> | <p>PSU Trips on over voltage condition (more than 15 Volt)</p> <p>Output falls back on over load & short circuits condition</p> <p>Battery should be protected from over charge</p> <p>Battery should be isolated from PSU when battery voltage falls below 10.5 Volts</p> | |
| 9. | <p>Indications</p> <p>(i) Mains on</p> <p>(ii) Battery On</p> <p>(iii) Battery low</p> | <p>When AC is available</p> <p>When battery is supplying power to the radio</p> <p>When the battery voltage is < 11.4 Volt</p> | User to test |
| (viii) | Programming kit | YES Radio Programming Software, Hardware Interface Unit and cables for programming of radios from PC | User to test |
| (ix) | Technical repairing and maintenance manual with complete block diagram, circuit layout, PCB layout, component and wiring Diagram etc. should be provided in soft as well as hard copy. | YES | User to test |

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/bid enquiry.

- Telephone :
- Fax :
- e-mail :

Witness:

Signature
Name
Address
Date

Signature
Name
Designation
Company Seal
Date

BID FORM
(Enclose with Technical Bid)

Date: ___/___/___

The Deputy Commissioner of Police
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Sir,

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

(Description of Stores and Services)

in conformity with the said Bid 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 Bid.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Scheduled Bank in a sum equivalent to 3% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Bid.

We agree to abide by this bid for a period of 6 calendar months 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 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

G U A R A N T E E
(Enclose with Technical Bid)

To

The Deputy Commissioner of Police,
Prov. & Logistics,
5,Rajpur Road,
Delhi-110054.

Ref: TENDER/BID NO. -----

We guarantee that everything to be supplied 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 shall survive inspection of and payment for, and acceptance of the goods, but shall expire **24 months** after their acceptance by the Purchaser.

The obligations under the Guarantee 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 _____

UNDERTAKING

(Order no. F.No.6/18/2019-PPD, MoF, dated 23.07.2020)
(To be given on Company Letter Head)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054

**Sub: Undertaking in regards to order No. F.No.6/18/2019-PPD, Ministry of Finance,
Department of Expenditure dated 23.07.2020.**

Tender/Bid Reference No: _____

Name of Bid/ Work: -

**TENDER/BID FOR THE PURCHASE OF 474 NOS. UHF HAND HELD WIRELESS SETS
WITH ACCESSORIES AND 210 NOS. UHF STATIC/MOBILE WIRELESS SETS WITH
ACCESSORIES FOR USE IN DELHI POLICE.**

Dear Sir,

I/ We have downloaded / obtained, have read the order No. F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure dated 23.07.2020 and accordingly, we hereby declare the following:-

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that our company/firm i.e. _____ is not from such a country and I/We hereby certify that our company/firm i.e. _____ fulfills all requirements in this regards and is eligible to be considered.

OR

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that our company/firm i.e. _____ is from _____ (Name of Country) and has been registered with the Competent Authority i.e. DPIIT vide no. _____ dated _____ (copies of valid registration to be attached) and I/We hereby certify that our company/firm i.e. _____ fulfills all requirements in this regards and is eligible to be considered.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BID LETTER

To

The Deputy Commissioner of Police,
Prov. & Logistics,
5, Rajpur road, Delhi-110054.

Ref: TENDER/BID FOR THE PURCHASE OF 474 NOS. UHF HAND HELD WIRELESS SETS WITH ACCESSORIES AND 210 NOS. UHF STATIC/MOBILE WIRELESS SETS WITH ACCESSORIES FOR USE IN DELHI POLICE.

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 Goods 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 equipment** shall be completed at site within **stipulated period** from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
4. Terms of Delivery: The prices quoted are inclusive of all charges up to delivery at all the location (site) 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 Commercial 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 Bid and the conditions of the Contract applicable to the Bid 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 Bid is the sole proprietor/constituted attorney of the sole proprietor.
or
a partnership firm, and the person signing the Bid 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 Bid is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the Bid 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 _____ 2024.

Details of enclosures:

Signature of the Bidder

Full address:

Telephone

Fax No.

Mobile No.

Email address:

TENDER/BID ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Technical Bid)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054.

Sub: Acceptance of Terms & Conditions of Bid.

Tender/BID Reference No: _____

Name of Bid / Work: -

TENDER/BID FOR THE PURCHASE OF 474 NOS. UHF HAND HELD WIRELESS SETS WITH ACCESSORIES AND 210 NOS. UHF STATIC/MOBILE WIRELESS SETS WITH ACCESSORIES FOR USE IN DELHI POLICE.

Dear Sir,

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:

_____ as per your advertisement,
given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the Bid documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this Bid are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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 The Tenderer/Bidder shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specifications, plan, drawing pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Tenderer/Bidder in the performance of the contract.

2. **Contract Performance Bank Guarantee & AMC Performance B.G.:**

- 2.1 The Successful Bidder(s) shall be required to furnish **Contract Performance Security for 5%** of the value of the Contract Price, at the time of award of Contract within 14 days. Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.
- 2.2 The Contract Performance Security will be in the name of the **Deputy Commissioner of Police (Prov. & Logistics)**, Delhi Police, 5, Rajpur Road, Delhi-110054.
- 2.3 The Contract Performance Security should be valid for a period of **2 (Two) years and 2 (Two) 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 goods, 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 Thereafter, the supplier shall furnish CAMC Performance Bank Guarantee equivalent to Five percent (05%) of the contract price from a scheduled bank within the validity period of the Contract Performance Security or the percentage of Performance Security Money at appropriate value as per Govt. of India decision shall be applicable. The Performance Security can also be furnished in the shape of A/C

- Payee Demand Draft, FDRBond, Bank guarantee from a commercial bank in an acceptable form.
- 2.6 The CAMC Performance Security should be valid for **38 months from** the date of expiry of three years guarantee/warranty. This will be released after the successful completion of the CAMC period.
- 3. Payment Schedule :** The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows :-
- 3.1 The payment will be made after receipt/final acceptance of the goods and receipt of supplier's Bill complete in all respect.
- 3.2 No advance payment shall be made.
- 3.3 The payment will be made depending upon the availability/release of funds by the Govt. and the agencies/contractors shall have no claim in case of delayed payment and no interest will be paid for the delay.
- 4 Delivery of Goods:**The Supplier shall notify the Purchaser about the delivery of the Stores to the Delivery Site one week in advance of the expected date of partial or complete delivery.
- 4.1 Delivery of the Stores at Delhi Police premises, Integrated Complex, FC-50, Shalimar Bagh, Delhi-110088 shall be completed by the supplier in accordance with terms & conditions specified by the Purchaser within Eight (08) weeks. The delivery period shall be reckoned from the date of issue of AIP/DL/WPC license by the Purchaser.
- 4.2 Joint Inventorisation of stores will be carried out on receipt of items/equipments in Delhi Police store.
- 5 Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the goods 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.
- 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 The bidder should have at least one technical maintenance and support base in Delhi/NCR. .
- 8 Bidders shall intimate the name and contact number of their Engineers, detailed to attend the complaints relating to repair/replacement of non-functional equipment,

under warranty.

9. Post-Warranty services and maintenance:

- 9.1 The Supplier shall be responsible for the comprehensive on-site maintenance of the entire System including both hardware and software, for a minimum period of Three (03) years after expiry of the warranty/guarantee period. The bidder shall indicate the estimated life span of the quoted wireless sets. An undertaking to this effect shall be furnished.
- 9.2 The Supplier shall quote the rates for comprehensive Annual Maintenance of the entire System including both hardware and software for all the 3 years after expiry of the warranty/guarantee period.
- 9.3 The CAMC rates will be considered as a loading factor and criterion for deciding the lowest bidder on GeM portal. The CAMC charges for 3 years will be loaded in the project price for deciding the lowest bidder.
- 9.4 The payment towards CAMC shall be payable half yearly after successful completion of the maintenance service during that period subject to report of satisfaction by user.
- 9.5 Under the CAMC, the Supplier shall provide comprehensive maintenance services of the wireless sets including the spares and there shall be no hidden cost.
- 9.6 During the period of CAMC, the service/repair calls are 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, **four weeks** duly repaired and immediate substitute item/equipment will be provided by the Supplier for the smooth operation of the Wireless equipment. The to and fro transportation of the item/equipment will be responsibility of the supplier.
- 9.7 Delays in attending the calls and or repairing the defective equipment beyond time limit given in this Clause, without providing the substitute, will attract penalties. CAMC 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 equivalent to One (1) percent of the price of the CAMC 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 item/wireless sets, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the Suppliers pending bills/Security deposit or recovered from the Supplier.

- 9.10 The Supplier shall not retract from the responsibilities under the CAMC 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 proceeding 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. Training

- 10.1 The scope of work envisages that the Bidder shall undertake to train communication engineers and other staff nominated by Delhi Police in different aspects of equipment design, functioning, field installation, testing, commissioning, system management, operation & administration, maintenance and repair.
- 10.2 The supplier shall at every stage of installation, testing and commissioning provide all facilities for adequate training of Delhi Police personnel who may be deputed to work on the project.
- 10.3 The equipments administration and maintenance training program, at the user's location, will be structured so as to train the Delhi Police personnel deputed for the purpose.
- 10.4 The user operational training program, at the user's location, will be structured so as to train the purchaser's supervisory and training personnel who will, in turn, train individual operators.
- 10.5 The maintenance training program, at the manufacturer's location, will be structured to train engineers and experienced technicians in the complete trouble shooting and maintenance of the equipment.
- 10.6 Bidder will provide complete details on the training programs to be offered including:
- (a) Material to be covered.
 - (b) Number of hours of training per operator or technician for each specific course
 - (c) Supporting documentation to be provided.
- 11. Spare Parts:** The Bidder will submit undertaking from the manufacturer that supplies of necessary maintenance equipment and spare parts will be made available for all Items/Equipment for a period of at least 08 (Eight) years.

12. Responsibility of Completion & Software Optimization:

- 12.1 Any fittings or items which may not be specially mentioned in the specifications but essential for system are to be provided by the Supplier without any extra charge for completeness of the work under this Tender.

13. Delay in the Suppliers performance

- 13.1 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 tender and conditions of the contract and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with tender clauses accompanied by forfeiture of Performance Security.
- 13.2 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 the expenditure incurred, if any, will be recovered either from pending bills of supplier or from the Bank Guarantee/Performance security.

15. **Liquidated Damages** : In case, the supplier fails to deliver the requisite products within the stipulated delivery period, while granting an extension of the delivery period, where the delivery of stores or any installment thereof is accepted after the expiry of the original delivery period, the Competent Authority may recover from the firm, as agreed, as Liquidated Damages a sum equivalent to 0.5 (half) per cent of the delivered price (including elements of GST, freight and variations of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the total contract value. In case of **inordinate delay (as below)**, this maximum deduction shall be 10% of the total contract value.

Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be treated as a breach of contract and shall be noted as deficient performance and held against the firm in future tenders. A show-cause notice will be issued to the firm before declaring it a deficient performance. In case, Competent Authority decides to allow performance of contract, after inordinate delays, maximum limit on LD will be 10% (instead of 5%) of the total contract value.

16 Force Majeure:

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
17. **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.
18. **Import License :**The Contractor will have to apply to the Government/Competent Authority for obtaining all requisite import License for any or all items required import, within 07 days of the advance Letter of Intent/Telegraphic Acceptance and the Purchaser will only render such assistance as considered necessary.
19. **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.
20. **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.

21. **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.
22. **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.
23. Instructions/order/amendment issued by Government of India time to time, with regard to provisions of the Procurement Policy, General Financial Rules (GFR), DFPR etc. shall be strictly adhered and bidders are bound to comply/accept the same.
24. **Contract:** - A Contract is to be signed between Purchaser and Seller as per tender terms and conditions etc.
25. **Termination for Default**
 - 25.1 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:
 - a. If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
 - b. If the Supplier fails to perform any other obligation(s) under the Contract.
 - 25.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
 - 25.3 On termination of the Contract for default, action will be taken to black list the Supplier.
26. **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.
27. **Termination for Convenience:**
 - 27.1 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.

- 27.2 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:
1. to have any portion completed and delivered at the Contract terms of prices, and/or
 2. 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.
- 27.3 Competent authority reserves the right to terminate or recall the Tender/Bid at any time/stage due to administrative reason.
28. **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.

-sd-
DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS : DELHI