

**OFFICE OF THE
ADDL. DIRECTOR GENERAL OF POLICE (COMMUNICATION), ASSAM
ULUBARI:::GUWAHATI-781007**

NOTICE INVITING TENDER

**'Tender for Digital UHF Handheld Radio and Surveillance kit
earpiece acoustic tube headset Mic. (Hands Free kit)'**

NIT No.RE/379(Misc)/Pt-IV/2015-16/65 Dated 11/11/2016

Submitted by:

Director of Police (Commn), Assam
Assam Police Radio Organisation Headquarters,
Ulubari, Guwahati, Assam-781007

IMPORTANT INFORMATION

Sl. No.	Particular	Details
1.	NIT Number	NIT No.RE/379(Misc)/Pt-IV/2015-16/65 Dated 11/11/2016
2.	Start date of issue of NIT	14/11/2016
3.	Last date of submission of pre-bid queries	22/11/2016
4.	Pre-bid meeting	24/11/2016
5.	Last date and time for receipt of quotations	13/12/2016 at 2:00 PM
6.	Date and time of opening of Technical Proposals	13/12/2016 at 2:30 PM
7.	Date and time of Technical Demonstration / Presentation	Will be intimated to the qualified Vendors either through fax or letter or e-mail.
8.	Date and time for opening of Commercial bids	Will be intimated to the qualified Vendors either through fax or letter or e-mail.
9.	Venue for opening of proposals	APRO Headquarter, Ulubari , Guwahati, Assam-781007 Tel – 0361- 2464455, 2970187, 2462275 Fax: 0361- 2970184 E-mail: apro_spc3@assampolice.assam.gov.in
10.	Cost of the Tender document	Rs. 500/-
11.	Earnest Money Deposit (EMD)	Rs. 24,000/-
12.	Bid Validity	Bids must be valid for acceptance for a minimum period of 365 (three hundred sixty five) days from the bid closing date.
13.	Website	www.assampolice.gov.in and www.tenders.gov.in

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ULUBARI::::GUWAHATI-781007**

NOTICE INVITING TENDER

NIT No.RE/379(Misc)/Pt-IV/2015-16/65-B

Dated 11/11/2016

Sealed tender on plain papers affixing (in Technical Bid) non refundable court fee stamp of **Rs. 8.25** (Rupees eight and Paise twenty five) only is invited from intending Manufactures or their Authorized Agents, Dealers and Distributors for supply of the following items as per Technical specifications enclosed herewith at **Appendix-A**.

1. Digital UHF Handheld Radio with accessories – 22 nos.

Accessories:

(i) Spare battery

(ii) Charger

(ii) Hands Free kit (Surveillance kit) earpiece acoustic tube headset Mic.

2. Hands Free kit (Surveillance kit) earpiece acoustic tube headset Mic. – 44 nos.

(For existing Model: XIRP-8268)

Terms & Condition:

1. The tender addressed to Addl. Director General of Police (Commn.), Assam, APRO HQ., Ulubari, Guwahati, Assam – 781007 must reach the undersigned up to **2:00 PM** on **13/12/2016** if **send through post** . Tender received thereafter either through post or in person will not be accepted and the undersigned shall not be responsible for any delay in submission of tender. All tenders received after the due date & time shall be returned to the respective Vendor without opening the same. Intending Vendors shall submit tenders in the box kept in front of the Control Room, APRO HQ, Ulubari, Guwahati, Assam. The tender Box will be opened on the same day at **2:30 PM** or on subsequent working day at **11:30 AM** if it falls on Govt. holiday in presence of Vendors or their authorized representative present at that time.

Tenders can also be submitted by post but the Deptt. shall not be liable for any postal delays. No Tender will be accepted after the due date and time.

2. Intending Vendors may collect Tender paper / Documents on payment of Rs. 500/- (Rupees five hundred) only through uncrossed IPO / BANK DRAFT payable in favour of the Director of Police(C), Assam on any working day during office hours up to 12/12/2016. They may also download the NIT from the Assam Police Website www.assampolice.gov.in. In that case the Vendor will have to deposit the cost of tender documents through uncrossed IPO / Bank Draft at the time of submission of tender.

3. (i) Vendors shall submit BIDS in two parts in separate sealed envelopes i.e. **TECHNICAL BID** and **PRICE BID**. Both these bids shall further be put in one envelop before putting in tender box, duly sealed. The vendors shall also super-scribed on the individual envelope mentioning the category of bid.

(ii) **Along with Hardcopy of technical bid, a softcopy written in non-writable CD with PDF format must be enclosed inside the envelope.** The document written in CD must be done after signing the documents and should be same as hardcopy submitted.

4. All papers submitted by Vendor should be serially numbered and signed. An index of documents submitted giving page number should also be submitted by the Vendor under his signature.

5. **Validity:** Price Bids must be valid for acceptance for a minimum period of 365 (three hundred sixty five) days from the tender opening date.

6. **Earnest Money Deposit (EMD)**

- (i) **Earnest Money Rs.24,000.00 in the Form of NSC / KVP/ FDR of Bank / Bank Guarantee with validity for at least 12 (twelve) months in the name of the Proprietor / Partner or shareholder of the firm concerned duly pledged in favour of the Director of Police (Commn), Assam.** Earnest Money of the unsuccessful bidder will be released after finalization of Tender. The Earnest Money will be liable to be forfeited, if the vendor withdraws or amends or impairs or derogates from the tender in any respect within the period of validity. Bids received without EMD will be summarily rejected
- (ii) Any vendor which has claimed exemption of Earnest Money Deposits and Security Deposits, shall furnish a certified copy of an order from the concern Regulatory Authority awarding exemption of EMD indicating therein clearly that they are exempted.

7. **Bid Evaluation Criteria:**

Bids conforming to the terms and conditions stipulated in the bid document shall be subject to qualifying the Bid Selection Criteria, however if there are shortcoming of documents listed at clause(9), still it will be considered for further evaluation and the BID may not be treated as nonresponsive.

8. **Bid Selection Criteria:**

- (i) Court fees stamp.
- (ii) Tender Fee
- (iii) Earnest Money Deposit amount
- (iv) Power of attorney of the company authorizing the person to sign the bid document and any document related to this bid with purchaser thereafter and should have a valid period of 12 months from the date of bid opening.
- (v) Proof of dealership from the Original Equipment Manufacturer (OEM) or his authorized agent in India. In case of submission of bids by OEM itself, then sufficient proof / self declaration has to be enclosed.
- (vi) An **Affidavit** stating that neither the vendor, principal supplier of equipment (hardware, software and accessories) or any associated / affiliated company is Blacklisted by any Public Sector Undertaking / Agency of the Govt. of India, Govt. of India and/or State Govt.

Vendor failed to full fill the above criteria will be out rightly rejected for further evaluation and will be considered as non responsive.

Vendors full filling the above criteria will be considered for technical evaluation. The vendor will be considered for technical evaluation along with agreement to terms and condition and submission of relevant documents to fulfill the eligibility criteria for further evaluation by purchaser.

9. **Other Information / Documents:**

All Vendors must submit relevant documents to support their eligibility criteria along with the following documents (in Technical Bid) complete in all respect and duly self attested.

- (i) Audited Financial Statement for the last two years certified by Chartered Accountant.

- (ii) Up to date valid Sales Tax / VAT clearance certificate.
- (iii) Permanent Account Number.
- (iv) VAT / Sales Tax Registration Certificate.
- (v) Income Tax Return for last two years.
- (vi) Passport size photograph of the authorized signatory.
- (vii) Bank Account No., IFSC code, name of Bank, Type of account, Bank address.
- (viii) Copy of test certificate from Standardization Testing & Quality Certification Laboratories of the quoted product / system.
- (ix) All other supporting documents as required for technical evaluation in the tender.

10. The short listed Vendors will have to arrange for the Technical and / or Field / Practical Demonstration of the Equipment at their own cost at the place and date to be fixed by the Authority. The bids of the firms/vendors who do not arrange / participate in the demonstration as above will be treated as rejected.

Sample should be submitted by the qualified bidder for technical evaluation of the item and the same shall be kept in APRO HQ till finalisation of the NIT. As soon as the NIT is finalised, the sample submitted by the unsuccessful / unselected bidders will be returned and samples submitted by the successful / selected bidders shall be kept for future reference upto supply of ordered items.

Submission of sample is mandatory and will be liable to be rejected in case of non-submission of sample.

11. Commercial bids of only those vendors will be opened who will be technically qualified.

12. Vendors should furnish detailed Technical Specifications of the product along with MAKE, MODEL, MANUFACTURERS CATALOGUE / LEAFLET as well as sub-assemblies, if any and clearly indicating the Warranty Period and provision of Annual Maintenance Contract (both **soft and hard copy**). Vendor will specify after sales service and support mechanism clearly in the Bid. Frequency of routine maintenance during warranty period and break down maintenance should also be clearly specified.

13. The specifications laid down in the NIT are the minimum configuration of the systems / items. Systems / items of better / higher configuration or better technology may be quoted for consideration. **The system proposed should have high scalability and have option for vertical and horizontal integration & interoperability capability with open sources applications and databases of e-governance system** under MMP project of NeGP, GOI, **under the principle of Compatibility with the existing equipment/item at APRO now, with that in respect of the equipment/items to be procured now i.e. FORWARD MIGRATION AND BACWARD INTEGRATION. Proprietary software based item if quoted will be liable for rejection.**

14. Vendors quoting Rates as Authorised Dealer / Authorised Distributor etc. must submit authority letter for the item (s) quoted from their manufacturers.

15. Tender should be clearly typed or written and the rates (net) should be written both in figure and words. There should not be any over writing, erasure in the rates. In case of over writing or erasure or any such alteration, the item shall be rejected outright. Rates for the individual accessories should also be mentioned clearly.

16. Failure to fulfill the terms and conditions of the tender notice may lead to rejection of the bid without any reference to the Vendor and no correspondence will be entertained in this regard.

17. **Bid Price:** The commercial Bid must be divided in two parts. The first part will be the product cost as per bill of materials. This should include cost of installation, commissioning and final testing as per project requirement. The second part will be for “year wise maintenance cost from 2nd year to 5th year” and will be termed as Operation and Maintenance (O&M) phase.
18. **Correction of Error:** Vendors are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by APRO. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
19. The rates once quoted will be final and no request for change/ alteration there to, will be entertained thereafter. The rates should be quoted F.O.R.(Free on Rail) / F.O. B (Free On Board) to the destination of office of the Addl. Director General of Police (C), Assam Police Radio Organisation Headquarters , Ulubari, Guwahati-7, Assam and should be inclusive of packing, transportation, all accessories and other ancillary expenses. VAT / CST, Excise Duty, Customs Duty, other Local Taxes etc. if any, should be shown separately. Otherwise the quoted price will be treated as inclusive of all taxes. **The firms who need not pay taxes / duties against any of the items should submit valid document in support of their claim for exemption from payment of such taxes / duties** from the concern Regulatory Authority. If the name of item is not in the exemption certificate, the tax will be deducted from the quoted price.
20. Rates quoted should be valid for 1 (one) year with effect from the date of submission of bid with a provision for further extension if finally approved by concern Authority. The rates are to be quoted in Indian currency and payment shall also be made to successful vendors in Indian currency.
21. Once the rates offered in the quotation are accepted, no enhancement will be entertained at any circumstances and Vendors will be liable to supply the items at the rate accepted by the APRO. Failure to supply the items at the accepted rates will entail the offer being cancelled and the security Money will be forfeited to the Govt. of Assam and necessary action will be taken for Black Listing as well as for other legal actions.
22. For imported items, rates should indicate separately i.e. rates with Custom Duty and rates without Custom Duty.
23. All pages of the tender document together with terms and conditions and the documents enclosed with the tender shall be signed by the authorized signatory. Acceptance signing of the Notice Inviting Tender and the detailed terms and conditions in the format of **certificate enclosed** shall be deemed as the final acceptance of these terms and conditions.
24. Tenders accompanied by all required documents be submitted under sealed cover and distinctly and conspicuously marked as **“Tender for Supply of Digital UHF Handheld Radio with accessories”**. The outer and inner envelopes mentioned above shall indicate the name and address of the vendor/agency. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.
25. The vendors are requested to sign / stamp across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected. The envelope with technical and commercial proposals should be submitted along with power of attorney of the corporate with sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal, including various Tender document and binding contract, at the

address and time as specified in this Tender document. The proposals shall be valid for a period of twelve (12) months from the date of opening of the proposals.

A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the vendor withdraws his proposal in writing, it will be deemed to be valid until such time that the vendor formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, APRO, may solicit the vendor's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.

26. Conditional tenders shall not be accepted at any cost and shall be rejected straightway.

27. Amendment of Bid Document:

At any time before deadline for submission of bids, APRO for any reason, whether at its own initiative or in response to the clarifications requested by vendors may modify the bid document by amendment thereto.

All vendors who have purchased the bid document will be notified of the amendment and such modifications will be binding on them.

28. Modification and Withdrawal of Proposals:

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the vendor on the proposal form. Entire bid security may be forfeited if any of the vendors withdraw their bid during the validity period.

29. (a) The approved suppliers will have to execute the orders of supply within the time frame specified in the supply order.

(b) The indented stores will have to be supplied at the location that may be indicated in the supply order at no extra cost to the indenter. The Indented stores shall be received by the committee authorized for the purpose, who will satisfy themselves as to the quantity, quality and specifications of the stores supplied as per the approved sample / MODEL.

30. Vendors / firms who claim to have supplied the quoted system (s) / item (s) to different Govt. Organizations including Police Organizations / Central Para Military Forces (CPMF) should submit copies of the relevant supply orders along with the Technical Bid.

31. The supplier / contractor must indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof.

32. **Inspection:** The inspection parameters shall cover the following:

Inspection of goods on receipt at consignee's / user's site: The designated officer / Committee authorized by purchaser will do the inspection for sample checking to ensure that the delivered goods are same with the Sample submitted by the bidder at the time of Technical Evaluation of the equipment /Item which was quoted in the bid. Any deviation to the bid proposal with the delivered items will be rejected and Vendor will supply the proposed items afresh with own cost and any delay for timeline will be calculated as per **clause 58**.

33. Acceptance & Commissioning of the equipment:

- The department (purchaser) may at its discretion carry out final inspection for quality, reliability, and operational efficiency check.

- Apart from inspection, which may be carried out by the departments authorized Technical Officers, Vendor shall arrange third party audit by STQC/ or any other govt. recognized agency for site commissioning at their own cost and furnish test certificate for all bought out components and also details of inspection/testing/configuration carried out.
 - Tests certificates for environmental parameters as specified from an approved Laboratory shall also be furnished by the Vendor wherever required.
 - Also all the relevant documentation like Standard Operating Procedures (SOPs) , design document, configuration details along with diagram etc. must be submitted in hardcopy and softcopy for declaring site as commissioned.
 - All arrangements for arranging the test shall be provided by the supplier within scope of technical parameters of tender.
 - Samples for testing during the field / practical demonstration as well as at the time of final inspection after delivery shall be provided by the Vendor without any cost to APRO.
34. The Bidders shall have to strictly abide to the Performance Parameters in respect of the Equipment / Item as laid down in the Technical Specifications of this NIT and shall quote accordingly restricting to the requirements imposed in the NIT with respect to individual Equipment / Item while participation in the NIT. Any deviation of the Performance Parameters of the Equipment / Item in operation / functioning in future, as supplied on being award as per NIT terms and condition, the matter shall be treated as Cheating, Deceiving etc. to APRO by the Firm. The Firm/ Suppliers shall take immediate measures to do the correction for replacement or any measure to sort out the issue in a given time frame as intimated by APRO to him/her/ them else the Firm/ Supplier shall face serious consequences which may pertain to Criminal Case as well as Black listing of the Firm / Supplier as per laid down clauses of the Agreement made by the Firm with APRO as well as NIT terms & conditions.
35. The successful Bidder shall have to execute the Supply/ Contract as per Time Line framed by APRO and delay or deviation of it shall call for penalization as per laid down clauses of the Agreement made by the Firm with APRO as well as NIT terms & conditions.
36. The Earnest Money of the unsuccessful Vendors will be released to them after finalization of the tenders.
37. The Addl. Director General of Police (C), Assam reserves the right not to place any order even after execution / acceptance of the formal contract agreement and for which no claim or compensation whatsoever will be entertained.
38. The Addl. Director General of Police(C), Assam may rescind forthwith the contract in writing if:
- (a) A contractor assigns or sub lets any contract in respect of any other contract entered into with the Government.
 - (b) Vendor or his agent or assistants, co-workers, helpers, servants are found guilty of fraud of this contract or any other contract.
 - (c) Declines, neglect or delays to comply with demand / requisition or in any other way fails to perform or observe any condition of or all conditions of the Contract Agreement.
 - (d) The Vendor having been Blacklisted or debarred by any Govt. / Semi-Govt. organizations on previous occasions for indulging in illegal, unethical, corrupt etc. practices.
39. In case of such rescission, the Security Deposit, in full, shall stand forfeited and absolutely be at the disposal of Government without prejudice to any other remedy or action and that the Government shall be entitled to recover from the successful Vendor any extra expenses Government may deem necessary in obtaining the supplies.

- (a) In the event of the successful Vendor failing to perform his / her part of any or all the contract agreement to the satisfaction of the Department or is liable of disregarding terms and conditions of the Tender Notice and / or the contract agreement, the successful Vendor shall be liable to any of or all of the following action at the discretion of the Addl. Director General of Police(C), Assam on behalf of the Government of Assam.
 - (b) Forfeiture of security deposit in whole or part.
 - (c) Making good the loss caused to the Government through the liability, neglect, delay in complying with the demand.
 - (d) Cancellation of the contract without any prior notice to the contractor.
40. If the successful Vendor willfully neglects, fails to perform or observe any or all conditions of the contract agreement or attempts to cheat or indulge in foul practices, the Addl. Director General of Police(C), Assam may impose a ban upon such Vendor (s) for future business within the Organisation.
41. In case any manufacturing defect in the articles supplied is detected or any damages to the equipment during transit / handling before final acceptance by the department, the Addl. Director General of Police(C), Assam will be at the liberty to return the stores at the expense of the suppliers who in turn will replace the stores without any financial liability to the Organisation. Else the security deposit will be forfeited to the Govt.
42. The suppliers must conform to the approved samples as prescribed by the Addl. Director General of Police(C), Assam. In case the supplies do not strictly conform to the approved samples and supplies are not made within the stipulated time, the same will not be accepted and security deposit will be forfeited to the Govt.
43. The security deposit (EMD) will be returned to the selected vendor after signing the **Agreement** and submission of performance bank Guarantee (PBG) for the duration of contract.
44. No **ADVANCE PAYMENT** will be made to the approved supplier.
45. **Warranty & AMC:**
- The tenderer shall provide on site warranty for a minimum period of 1 (one) year or as specified in the specification table, covering all the systems, sub-systems for the equipment where the warranty of the equipment will start from the date of acceptance by the purchaser after inspection once the materials are delivered at the last site. The cost must include the following:
- a. Any incremental cost for Software upgrades during warranty period.
 - b. Maintenance base, if any, to be created by supplier at purchaser's premises.
 - c. Extra equipment required for meeting the performance criteria laid down in the tender document.
 - d. Cost of any spare parts and / or consumables of the system, hardware and software, supplied in whole or in part.
 - e. On site maintenance service.
46. **Performance Security @ 5%** of the total value of supply order has to be deposited by the supplier in the form of NSC / FDR of Bank / Irrevocable Performance Bank Guarantee in favour of Director of Police (C), Assam at the time of signing of Deed of Agreement to ensure satisfactory performance of the items supplied with **validity for a period of 1 (one) year** from the date of acceptance of product. This deposit will be released in due course after the expiry of specified period. Performance Security will not accrue any interest.

47. It will be imperative on the part of the supplier to fully associate the representatives of the purchaser in the maintenance of the system.
48. The vendor must obtain certificate/declaration from Original Equipment manufacturer confirming that the availability of spare, service and support for the system to be guaranteed by them for a minimum period of 10 (ten) years from the date of agreement.
49. The vendor shall undertake to supply necessary spare parts, for at least next 5 (five) years from the date of expiry of the warranty/AMC period, of the equipment on continuing basis at a reasonable price. The vendor shall include in this tender a list of essential spares/items, their quantity and unit price on a separate sheet for efficient functioning of the system.
50. If the performance of any equipment or system fails 06 times within a period of 03 months with similar nature of fault the firm shall replace that system with different make and model with better specifications free of cost during the warranty / guarantee period, within the shortest possible period, as decided by the APRO.
51. In case the successful Vendor (s) is found to have been involved in breach of any condition (s) at any stage during the warranty / guaranty period the legal action as per rules / laws shall be initiated against him/them. In that case, Security Deposits will be forfeited, besides debarring / Black listing the Vendor for at least 5 years from any further dealing with Assam Govt. / Assam Police and its sister organisations.
52. Goods accepted by the Purchaser at initial inspection and in final inspection in terms of the contract shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the quality.

53. Sub-contracting

Vendor shall not subcontract any work and other core activities to be performed without prior written consent of APRO. However the Vendor shall provide list of all the other services planned to be sub contracted with the Technical proposal only. It is clarified that the Vendor shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Vendor undertakes to indemnify the APRO or its nominated agencies from any claims on the grounds stated hereinabove.

54. **Conflict of Interest:** Vendor shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Vendor or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with APRO. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Vendor to complete the requirements as given in the Tender document.
55. **Training:** The Vendor shall provide required capacity building training for operational and maintenance activity at their own cost to personnel selected / deputed by the APRO at purchaser location with books and reference materials designed for specifically for purchaser project requirement. The quality of training must be high and at least 80% people attending the training must rate satisfactory in the feedback, which needs to be collected after training by the Vendor. If the rating is below satisfactory for 50% of the participated trainees, the training may be re-conducted with a change in approach with good quality training materials and well qualified trainer by Vendor without any extra cost to the purchaser.

56. Fall Clause

Fall Clause will be applicable on this contract which is:-

- (i) The price charged for the stores supplied under the contract by contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell store of identical description to any persons/organization during the currency of this contract.
- (ii) If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such store to any person/ organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction or sale or offer of sale to APRO HQ and the price payment.

57. Risk Purchase Clause

In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions of the Tender, the purchaser will have the right to purchase the stores/services from elsewhere at the risk and cost of the defaulting supplier after giving due notice to the defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier. The excess amount spent by the government in arraigning the supplies of Materials, installation , commissioning and O&M support for the stipulated period at the risk and cost of the contractor will be recovered from the pending bills , PBG of the defaulting contract.

58. Liquidated Damages

In the event of the Vendor's failure to submit the Guarantees and Documents and supply the materials as per schedule specified in this NIT, APRO may at its discretion withhold any payment until the completion of the contract. **APRO may also deduct from the Vendor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services, material delivery as per timeline (as detailed in this NIT) for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services.** This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to APRO under the contract and law.

59. Grafts, Commissions, Gifts etc.

It is the Purchaser's policy to require that Vendors, Suppliers and Contractors under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant Helper or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with APRO, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to APRO resulting from any cancellation. APRO shall then be entitled to deduct the amount so payable from any monies otherwise due to the Contractor under the Contract.

60. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed *or becomes impossible or unlawful* by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the

other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

61. Settlement of Disputes

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled either by (i) Mutual Consultation or (ii) through an Outside Expert Committee (OEC) to be appointed by APRO, and cost to be borne by both the parties, in case the mutual consultation fails to arrive at an amicable solution or (iii) through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be Guwahati.

62. Risk of transportation will be borne by the Vendor themselves.

63. Insurance for the Bill of Materials must be provided till the Installation and Commissioning.

64. One set of Manual of Instruction for Maintenance of the Equipment/ Item in the form of Hard and Soft Copy should be supplied free of cost.

65. The bill may be submitted to this headquarters and payment thereof will be made only after:

- (i) Satisfactory receipt by the Receiving Committee to be constituted for the purpose.
- (ii) Satisfactory certification on the supply by concerning authorised person for the purpose.
- (iii) Successful completion of training to APRO personnel as referred in the Clause 55 above.

66. The amount will be drawn in APRO HQ for state fund / APHQ for Central fund, Ulubari, Guwahati, Assam and payment would be made from respective end to the firm.

67. The purchaser and vendor may incorporate changes/ amend the contract on mutual agreement at any time during the contract agreement period in public interest.

68. The APRO also reserve the right to relax any of the above-mentioned conditions (s) and reject on its discretion any or all tenders altogether without assigning any reason in public interest.

69. Financial Bid Format

APRO may ask Bidder(s) for more information and / or arranging discussions with their professional, technical faculties to verify claims made in their Bid.

Note:

- All prices to be quoted in INR only. No price change will be admissible for fluctuation of foreign exchange rate.

- All price quoted should be Inclusive of all taxes and levies. The basis for taxes and levies should be separately indicated in the Remarks column.
- Individual line items should be listed separately and cannot be clubbed.

70. All the legal proceedings arising out of any dispute between the parties shall be settled within the territorial jurisdiction of the Courts in Assam.

Sd/-
Director of Police(Commn), Assam
Assam Police Radio Organisation,
Ulubari ::: Guwahati ::: Assam
Tel (O): 0361-2462275

NIT No.RE/379(Misc)/Pt-IV/2015-16/65-C

Dated 11/11/2016

Copy to:-

1. The Director General of Police, Assam, Assam Police Headquarters, Ulubari, Guwahati-7 for favour of kind information.
2. The Principal Secretary to the Govt. of Assam, Home & Political Department, Dispur, Guwahati-6 for favour of kind information.
3. The Addl. Director General of Police (SB), Kahilipara, Guwahati for favour of kind information.
4. The CPRO, Assam Police Hqrs., Ulubari, Guwahati for information and necessary action. He is requested to upload the NIT in the official website of Assam Police, www.assampolice.gov.in and www.tenders.gov.in. (Soft copy enclosed).
5. Notice Board, APRO HQ, Ulubari, Guwahati-7.

Sd/-
Director of Police(Commn), Assam
Assam Police Radio Organisation,
Ulubari : : Guwahati : : Assam
Tel (O): 0361-2462275

CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS
(To be furnished along with the tender documents)

I / We have read and fully understood the terms and conditions as laid down in the NIT vide NIT No.RE/379(Misc)/Pt-IV/2015-16/65 Dated 11/11/2016 in respect of supply of **Digital UHF Handheld Radio with accessories for APRO**, Ulubari, Guwahati due to be opened on **13/12/2016**.

I / We agree to abide by the same.

I / We have signed all the pages of the tender documents as laid down.

Signature and seal of the Vendor or his
Authorised signatory

Dated

Name

Address

.....

Phone No.

Fax No.

E-mail

1. Digital UHF Handheld Radio

22 nos.

Specification:

GENERAL	
Frequency Range	Tx band: 823-86 8 MHz Rx Band: from 868 MHz to upwards
Technology	<u>Digital Mobile Radio</u>
Channel Capacity	500 or more
Channel Spacing	12.5 KHz
Average battery life	13 Hrs Minimum
Antenna	Attach Stubby
Dimensions with battery	Very small pocket size
Weight (Radio + Standard Battery)	175g Maximum
Battery capacity and life	Min 2200mAH, 13.5 Hrs
TRANSMITTER	
Output Power	2 W Minimum
Frequency Stability	± 1.5 PPM or better
Conducted / Radiated Emissions (TIA603D)	-36dBm<1GHz , -30dBm> 1GHz
RECEIVER	
Sensitivity Digital	0.19µv or better
Conducted Spurious Emissions	-57dBm
Audio Response	TIA603D
Audio Rated	0.5W
Audio Distortion	3 %
Digital Vocoder	AMBE +2
ENVIRONMENTAL SPECIFICATION	
Operating Temperature	-10°C to +50°C Minimum
Dust and Water Intrusion	IEC 60529-IP54

Configuration:

1. Simple press to talk.
2. Low battery alert.
3. Busy Channel Lockout.
4. Selective call Decode.
5. Capable to kill / un-kill.
6. Capable of VOX hand free operation.
7. Channel Scanning with call quieting facility.
8. Emergency SOS/SIREN
9. Talk around Mode
10. Text messages and predefined message
11. Built-in Bluetooth and Wi-Fi.
12. SMS 200 Character Minimum
13. Voice Announcement.
15. Intelligent Audio.
16. Support optional IP connectivity

Compulsory Accessories:

- (i) Spare battery
- (ii) Charger
- (iii) Hands Free kit (Surveillance kit) earpiece acoustic tube headset Mic.

2. Hands Free kit (Surveillance kit) earpiece acoustic tube headset Mic. – 44 nos.

(For existing Model: XIRP-8268)

TERMS & CONDITION

- OEM whose product is quoted / offered should have their own service centre in India to offer prompt after sale service support of Digital Equipment. Assam Police reserve the right to inspect OEM service centre prior to price bid opening.
- The Firm should enclose DOT/WPC Licence for supplying Wireless equipment in India.

- Radios must be compatible with the existing Digital UHF 800MHz Radio Network of Assam Police.

Tenderer have to submit Lab test report on the parameter mentioned in THE SPEC, from Govt. approved Lab. The report must be enclosed with technical bid.

Also tenderer have to submit interoperability certificate and certificate on compliance of DMR/TETRA or other protocol from respective association.

Sd/-
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