

19830
Global Tender No.
14/12/11/17/2018/Prov/19830/3193

FOR

**DESIGN, SUPPLY, INSTALLATION,
INTREGRATION AND COMMISSIONING**

OF

APCO PHASE II SYSTEM

FOR

SPG

Special Protection Group
Cabinet Secretariat
(Government of India)

SPG Complex, Sector 8, Dwarka,
New Delhi – 110 077.

Dated, - 1 MAR 2019.

Global Tender Notice

On behalf of President of India, Special Protection Group, (Cabinet Secretariat), SPG Complex, Sector-8, Dwarka, New Delhi-110077 invites e-procurement tender under two bid system (Technical & Commercial bid) from the OEM/Authorized System Integrator/ Joint Venture for "DESIGN, SUPPLY, INSTALLATION, INTEGRATION, TESTING AND COMMISSIONING OF LATEST RELEASE DIGITAL OPEN STANDARD APCO PHASE-II SYSTEM" as per the Schedule of Requirement (Chapter-3) and Technical Specifications (Chapter-4) of tender documents, having the minimum pre-qualification criteria set out in the tender document. The complete tender document is available on the website www.spg.nic.in and CPP Portal (<https://eprocure.gov.in>) which can be downloaded by the interested firms.

2. CRITICAL DATE SHEET:

Date of publishing in CPP portal	02/03/2019 (0930 hrs)
Document down load start date	02/03/2019 (1200 hrs)
Document download end date	12/05/2019 (1800 hrs)
Clarification start date	02/03/2019 (1500 hrs)
Clarification end date	25/03/2019 (1400 hrs)
Date and time of Pre-bid conference	26/03/2019 (1000 hrs)
Last date & time for uploading of online tender	13/05/2019 (1400 hrs)
Venue of Pre-bid conference	Conference Hall, SPG, Administrative Block, Sector-8, Dwarka, New Delhi-77.
Date & time for opening of online technical bid	14/05/2019 (1400 hrs)
Date and time for opening of commercial bid	Will be intimated to technically qualified tenders.
Address of communication & contact No.	Asstt. Inspector General (Prov.), SPG, Admn. Block, Sector-8, Dwarka, New Delhi-110077. Tel-011-25090554 & Fax-011-25090682.

3. The tender will not be issued manually. Bids will be accepted only online at e-procurement CPP Portal and manual bids will not be accepted. For submission of e-bids, bidders are required to get themselves registered with e-procure.gov.in. website alongwith class-III digital signature certificates issued by Controller of Certifying Authorities under IT Act-2003.

4. For any change in Tender Enquiry, tenderers are requested to visit the SPG website/CPP Portal regularly.

(A.V.S. Kaliyar)^{01/3/19}
Asstt. Inspector General (Prov)

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General :

- 1.1 On-line bids are invited from the **OEM/Authorized system integrator/Joint Venture** for the design, supply, installation, integration, testing and commissioning of latest release Digital Open Standard APCO (Association of Public Safety Communication Officials) Phase-II Trunking system at SPG, New Delhi (hereinafter referred to interchangeably as the "APCO Phase-II" or the "System" or the "Equipment") as per the Schedule of Requirement (**Chapter-3**) and Technical Specifications (**Chapter-4**) (**both available off-line**) in this document and any other item/hardware/software/service required for the successful completion of the entire project exclusively on **Turnkey basis**.
- 1.2 The Bidders are advised to study the tender document thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 The **Scope of Work** shall include design, supply, delivery at site, unloading, any other services associated with the delivery of equipment and materials, installation, integration, testing commissioning, software optimization, providing warranty and post warranty services (CAMC) for the entire latest release APCO Phase-II system and any other related accessories / services for the complete setting up of the proposed Phase II system and all type of radios (Static /Mobile /Hand Held) as per the Schedule of Requirements (**Chapter-3**) and Technical Specifications (**Chapter-4**). The successful bidder shall assume full responsibility for functioning of the complete System for its entire life cycle (10 years). The related licenses for import of latest release APCO Phase-II System and wireless radio sets including Microwave terminals shall be the responsibility of the bidder from all government organizations. However, SPG will provide necessary support for completing all relevant formalities for obtaining licenses.
- 1.4. 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 delivery schedule shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 1.5. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 1.6. The purchase organization reserves the right to relax any tender term/ condition in larger public interest with the approval of the competent authority.
- 1.7 The selected bidder shall supply the **latest release available worldwide for APCO Phase 2 Trunking system and Wireless radio (Static /Mobile /Hand Held)** including third party equipment to the purchaser and inked signed certificate in this regard **shall be attached from OEM**.
- 1.8. The proposal should fully comply with all the requirements, specifications, terms & conditions of the Tender.

INDEX

SL NO	DESCRIPTION	Page Nos.
1.	Index & Important dates	
2.	Chapter – 1 Instruction of Bidders	4 to 23
3.	Chapter – 2 Condition of Contract	24 to 41
4.	Chapter – 3 Schedule of Requirements (available off-line)	42
5.	Chapter – 4 Specification and allied Technical Details (available off-line)	42
6.	Chapter – 5 Price Schedule for quoting prices. The bidder has to quote in the attached proforma with the tender in CPP portal.	43
7.	Chapter – 6 Contract Form	44 to 47
8.	Chapter – 7 Other Standard Forms :	
8.1	Annexure-T1 Bidders Particulars	48
8.2	Annexure-T2 Bid Form	49
8.3	Annexure-T3 Guarantee/Warranty	50
8.4	Annexure-T4 Company Details for eligibility criteria for Indian Bidder	51 to 54
8.5	Annexure-T5 Company Details for eligibility criteria for Foreign Bidder	55 to 57
8.6	Annexure-T6 Proforma for Bank Guarantee as EMD/Bid Security	58
8.8	Annexure-T7 Proforma for Contract Performance Bank Guarantee	59
8.6	Annexure-T8 Tender Acceptance Certificate	60
8.7	Annexure-T9 Authorization Letter	61
9.	Chapter-8 Terms & conditions for Warranty and Maintenance during warranty period (available off-line)	62
10.	Chapter-9 Terms and condition for post warranty service and maintenance after 03 years warranty/guarantee period (available off-line)	62

IMPORTANT DATES

Date of publishing in CPP portal	02/03/2019 (0930 hrs)
Document down load start date	02/03/2019 (1200 hrs)
Document download end date	12/05/2019 (1800 hrs)
Clarification start date	02/03/2019 (1500 hrs)
Clarification end date	25/03/2019 (1400 hrs)
Date and time of Pre-bid conference	26/03/2019 (1000 hrs)
Last date & time for uploading of online tender	13/05/2019 (1400 hrs)
Date & time for opening of online technical bid	14/05/2019 (1400 hrs)
Live Demonstration of the quoted System	During the technical evaluation of APCO Phase-II System
Contact Address	Assistant Inspector General (Prov), Administrative Block, SPG Complex, Dwarka, Sector – 8, New Delhi – 110077 Telephone No. : 011-25090554 Fax No.: 011-25090682 Mail ID : aigprovision.spg@gov.in

2. Bid Security (Earnest Money Deposit) :

- 2.1. The **scanned copy** of Bid Security Deposit (Earnest Money deposit) amount of **Rs. 50,00,000/- (Rupees Fifty lakh only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (**Chapter - 7**), from any of the commercial banks, in favour of "**Director of Accounts, SPG, Cabinet Secretariat, New Delhi**" payable at **New Delhi (Bank IFSC Code- SBIN0001076)**. Copy to this effect shall be uploaded alongwith Technical Bid. Failure to do so will result in the rejection of the bid. The earnest money deposit should reach office of the AIG(Prov), SPG, Sector-8, Dwarka, New Delhi-110077 before end of e-bid submission, failing which their offer will be liable for rejection. The earnest money deposit of unsuccessful bidders will be returned after finalization of the tender.
 - 2.2. The bidders registered with Central Purchase Organization (e.g. MSME, MSE, National Small Industries Corporation (NSIC) and Startups as recognized by Department of Industrial Policy & Promotion (DIPP) etc. for the requisite System are exempted from depositing of Earnest Money. The bidders shall have to enclose scanned documentary proof to authenticate their firm's registration with these organizations for the specific item to avail this exemption. The original document projected for EMD exemption can be verified/ checked.
 - 2.3. The Bid Security (Earnest Money) shall be valid for **45 days** beyond the bid validity period of nine (9) calendar months from the date of opening of the Bid by the Purchaser. No interest will be payable by the Purchaser on this amount. 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 with tender enquiry or
 - ii) to furnish Contract Performance Security; or
 - iii) if at any stage, any of the information / declaration is found false.
 - 2.4. **Bid Security** (Earnest Money Deposit) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Guarantee, Security.
3. **Period of Validity of Bids:** Bids shall remain valid for **Nine (09) calendar months** from the date of Bid opening of technical bid. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 4 **Terms and conditions of Tendering Firms:**
- 4.1 Printed terms and conditions of the Bidders shall not be considered as forming part of their Bids.
 - 4.2 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions (**Chapter-1 & Chapter-2**). 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.

- 4.3 Bidder must state categorically whether or not his offer conforms to the Schedule of Requirement (**Chapter-3**) and Technical Specifications (**Chapter 4**) of the tender.
- 5 Bid Requirements:**
- 5.1 The Bidder shall quote for the items and quantities as listed under the Schedule of Requirements (**Chapter-3**) in the Price Schedule format (**Chapter-5**) and it shall be enclosed in the commercial bid.
- 5.2 The Successful Bidder(s) shall be required to furnish **Performance Security for Ten Percent (10%)** of the Contract value in the form of Contract Performance Bank Guarantee, at the time of award of Contract. The performance security can also be furnished in the shape of Account Payee Demand Draft/FDR/Bank Guarantee in favour of "Director of Accounts, SPG, Cabinet Secretariat, New Delhi" payable at New Delhi (Bank IFSC Code-SBIN0001076). The Performance Security should be valid for at least **02 Calendar months** beyond the date of completion of all contractual obligations of the Supplier including the warranty/guarantee obligations. No interest is payable by the Purchaser on Performance Security.
- 5.3 Bids not accompanied with prescribed Bid Security will be rejected.
- 5.4 Conditional bids, Telex/Fax bids and incomplete bids will be summarily **rejected**. **Only online bids will be accepted and no physical bids will be accepted.**
- 5.5 The bid shall contain no interlineations, erasures or overwriting on scanned copy of submitted document and all pages of the Bid must be signed and sequentially numbered by the Bidder.
- 5.6 The bidder shall ensure that all columns relevant to the bidder of price schedule (**Chapter – 5**) for completion of the project as per Bill of Quantity (**Chapter – 3**) and technical specifications (**Chapter – 4**) are completely and properly filled. The price bid shall not be considered and bid shall be summarily **rejected**, if the **price schedule is not properly filled**. No clarification whatsoever shall be entertained after opening of the price bid.
- 5.7 The price of tender shall be calculated in Indian Rupees. Indian Bidders have to quote the price in Indian Rupees (INR) only. The price for foreign bidder will be considered from RBI notified basket of foreign currencies i.e. US Dollar or Euro or Pound Sterling or Yen etc in addition to the Indian Rupees except for expenditure incurred in India. All the offers will be converted to Indian Rupees based on the "Bill currency selling" exchange rate on the date of tender opening (commercial offer) as per RBI reference Rate.

5.8 The L-1(lowest firm) will be decided by taking into account the total cost of the equipment after loading all duties, taxes, insurance and inland freight charges i.e. FOR destination cost plus LC charges to be borne by SPG, if applicable and CAMC (Comprehensive AMC) charges for 05 (Five) years on NPV basis. The CAMC rates will be considered as a loading factor. The CAMC charges for 05 years will be loaded in the project price for deciding the lowest bidder. In case both Indian and foreign bidders have quoted in the tender, the comparison of the offers would be done on the basis of FOR/FOT destination including all applicable taxes and duties (On the principle of the total outgo from Procuring Entity's pockets). In case there are no domestic bidders, a comparison of offers can be made on the basis of CIF/landed costs since the rest of costs would be same for all bidders.

5.9 Evaluation of Commercial Bids:

- (i) The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
- (ii) Since the payments to the bidder will be made over a period of over 08 years, the Discounted Cash Flow (DCF) method will be used to compare different payment terms, including CAMC charges so as to bring them to a common denomination for determining lowest bidder.
- (iii) The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids.
- (iv) NPV of a contract is equal sum of present values of all the cash flow associated with it. The following formula is to be used for calculating NPV of a tender bid :

$$NPV = \sum \frac{A_n}{(1+i)^t}$$

Where:

- NPV = Net present value
- A = Expected cash flow for the period mentioned by the subscript.
- I = Rate of interest or discounting factor
- T = The period after which payment is done.
- N = Payment schedule as per the payment terms and conditions.

When choosing among the various bids for the contract, the bid with the lowest NPV should be selected.

- (v) **Discounting Rate:** - Discounting rate to be used under the method is to be the landing rate of the Government of the India on loans given to the State Government. These rates are notified by the budget Division of Ministry of Finance annually.
- 5.10 The payments to the supplier will be made through Electronic Fund Transfer (EFT) / Letter of Credit (LC) into their designated bank accounts. Scanned copy of the bank Account Number with the branch Code of the Bidder and mandate form duly filled in all respect may be uploaded with the technical bid.

5.11 Suo motu discounts and rebates offered by the bidder after opening of the financial bid shall not be considered for the purpose of ranking the financial offer. However, if such a firm does become L1 at its original offer, such suo motu rebates can be incorporated in the contracts. This also applies to conditional rebates, for example, rebate for faster payments, and so on.

6 Bid Prices:

6.1 The Bidder shall quote the Prices in the Price Schedule (Chapter - 5) of this document, as per the Schedule of Requirement, Technical Specifications and Terms & Conditions of the Tender.

6.2 The price should be quoted for all items strictly in line with the price schedule.

6.3 No conditions should be written in the price bid.

6.4 Domestic tender are to quote and accept their payment in Indian currency. Indian Agents of foreign supplier are to receive their agency commission in Indian currency; cost of imported goods, which are directly imported against the contract may be quoted in foreign currency and paid accordingly in that currency and the portion of allied work and services which are to be undertaken in India (Like installation, testing and commissioning etc) are to be quoted and paid in Indian currency.

6.5 The taxes applicable to CAMC shall be paid as per the Govt. ruling at the time of billing.

7 **Contents of Online Bid:** The 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 the Tender Document. This is mandatory :
i	Bidders Particulars (Chapter 7)
ii	Bid form (Chapter 7)
iii	Bill of Material as per schedule of Requirement (Chapter-3) clearly giving the country manufacture, nomenclature, make, model no & quantities of all the items.
iv	Technical Specification compliance sheet (Chapter-4)
v	Warranty certificate (Chapter 7)
vi	Earnest Money For Rs 50,00,000/- (Rupees fifty lakhs Only) in the form of Account Payee Demand Draft , Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from a Commercial Bank in Favour of Director of Accounts, SPG, Cabinet Secretariat, New Delhi' payable at New Delhi (Bank IFSC Code SBIN0001076). (Clause 3 of Chapter 1). (Scanned Copy of EMD).
vii	Relevant documents asked as per Clause 11 of Chapter - 1
viii	All technical brochures /documents relevant to the Bid(Clause-11 of Chapter 1)
ix	Company details for eligibility criterion in the format as at (Chapter 7)
x	Copies of GST Registration and copy of latest Deposit Challan of GST as per Clause 11.2 or 11.3, Chapter 1.
xi	Certificate towards owner/partners, non-blacklisting and non criminal cases as per (Clause 11.2 or 11.3, Chapter 1)

xii	Proforma for contract Performance Bank Guarantee (Chapter 7)
xiii	Tender acceptance certificate (Chapter 7)
xiv	Authorization letter (Chapter 7)
b.	Commercial Bid comprising of Price Schedule (chapter-5) & CAMC Rates for 05 years after Guarantee/Warranty Period of 3 years. The Price Schedule will be filled in "pdf" format provided with the tender document.

8 Procedure for Submission of Bids: It is proposed to have a **Two-Cover System** for this tender.

- a. Technical Bid shall be uploaded in "pdf" format on the website of <https://eprocure.gov.in>.
- b. Commercial Bid shall be uploaded in "pdf" format provided with the tender document on the website of <https://eprocure.gov.in/eprocure/app>.

9. Instructions for Online Bid Submission: As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) **except Schedule of requirement and Technical specification which will be available offline from SPG office.** The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

9.1 Registration:

- a. Bidders are required to enroll on the e-Procurement module of the Central Public procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link "**Click here to Enroll**" on the CPP Portal is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

- g. The foreign bidders can participate in the tender by obtaining digital signatures issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>). The following documents are required to be submitted by foreign nationals i.e. (1) Identity proof like passport copy etc, (2) Bank Account Statement in country of residence, duly attested by Indian Embassy/High Commission/Consulate/Apostille in the country where the applicant is currently located(atleast six months of Bank transactions) with the proof indicating the account is owned by the individual, (3) Copy of the Trade license attested by any one of the authorities as specified in point no.2 above, (4) An authorization on company"s letter head, (5) Copy of authorization letter or invitation letter from department for participation in the tender by any one of the tender inviting authority.

9.2 Searching For Tender Documents:

- a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

9.3 Preparation of Bids:

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

9.4 Submission of Bids:

- a. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e. A standard Price Schedule provided with tender document (pdf) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule provided with tender document (pdf) file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule provided with tender document (pdf) file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

9.5 Assistance to Bidders:

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10 Schedule of Tender:

- 10.1 The tender document can be downloaded from Central Public Procurement Portal **website:**<https://eprocure.gov.in/eprocure/app>. Bid submission will be closed at 1400 Hours on 13/05/2019.
- 10.2 Bidder must upload their bid on the CPP Portal well in time i.e. on or before the last date/time of closing of bid. Late/delayed bids will not be entertained at all. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department and the Bidder will be the same.
- 10.3 The online Technical bids will be opened at **1400 Hrs. on 14/05/2019** in the SPG Complex, **Administrative Block**, Dwarka, Sector-8, New Delhi-110077. The bidders of their authorized representatives may be present, if they so desire.
- 10.4 Submission of online scanned copies of unwanted/irrelevant documents /out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against the bidders, besides action for rejection of bids and blacklisting of firm will be initiated.
- 10.5 As per instructions of the Govt., the tender document has been published on the Central Public Procurement Portal:<http://eprocure.gov.in> / **eprocure/app**. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates before the stipulated date & time.
- 10.6 The pre-bid meeting will be held on **26/03/2019 at 1000 hrs** in the Conference Hall, Administrative Block, SPG, Dwarka, Sector-8, New Delhi-110077.

- 10.7 Prospective bidders desirous to seek clarifications regarding Tender Specifications/ Terms & Conditions shall **submit their queries in writing and duly signed by the bidder at least 48 hours before the pre-bid meeting.** However, if for any valid reason, clarifications are not sought by the bidder within the stipulated time, SPG may, at its discretion, entertain such queries at the pre-bid meeting in the presence of the bidders attending the meeting. The same, however, should be in writing and duly signed by the bidder. The queries will be discussed at the pre-bid conference and within two weeks necessary clarifications would be posted by SPG on the Websites of <https://eprocure.gov.in/eprocure/app>. apart from furnishing clarification in writing for which the bidders should state their address, fax and e-mail ID clearly on their query letters.
- 10.8 The authorized representatives of bidders, who intend to attend the tender opening/pre-bid meeting etc, are required to bring with them letters of authority from the corresponding bidder.
11. **Tender Evaluation Process:** Stage-wise evaluation will be carried out as stated below:
- 11.1 **Stage –I: Pre-Qualification Bid Evaluation:** The Bids which comply against **Clause-2, 3, 5 & 9** will be taken up for Stage –I evaluation. The bidder shall furnish/upload the **scanned copy** of details and requisite certificates/documents regarding its eligibility in the prescribed format as at **Annexure T-4 & T-5** as the case may be.
- Evaluation will be carried out for the compliance against the pre-qualification criteria.
 - The entire documentary proof shall be legible & readable otherwise the document may not be considered for evaluation.
 - No content in the documentary proofs should be scored/ shaded/deleted/ erased otherwise the document may not be considered for evaluation.
 - No new documents (other than those mentioned in the proposal) will be accepted for evaluation after opening of the Technical Bid. However any supporting historical documents for those already mentioned in the bid may be accepted.

11.2 **Pre-Qualification Eligibility criteria for Indian Bidders:**

Sl no	Pre-Qualification criteria	Documentary Proof to be submitted
1	Either OEM or JV or authorized system integrator should be an Indian company. Average annual turnover in India during the financial year 2015-16, 2016-17 and 2017-18 should be Rs 20.00 Crore. In addition, PQC regarding experience in executing similar work (APCO Phase II) as mentioned below (under various categories) also need to be complied.	Copy of certificate of incorporation and name change certificate (if any). In case of authorized system integrator , the bidder shall submit the ink signed copy of authorization from the OEM and certificate for providing support for entire period of the contract (10 years). Copies of audited annual accounts /financial statement duly authenticated by Charter Accountant should be uploaded.

1A	<p>In case of JV , the following to be followed :-</p> <ul style="list-style-type: none"> i) A separate identity/ names shall be given to the JV firm. ii) Number of member in a JV firm shall not be more than three. iii) A member of JV firm shall not be permitted to participate either in individual capacity or as member of another JV firm in the same tender. iv) In the case of JV between India and foreign partner, stake of Indian company in JV should be 50% or more with management control of Indian company and with Indian citizen. v) In case of JV ,each partner should have proven experience in setting up of latest APCO phase-2 system nationally /globally during the last 5 years and have completed projects having aggregate value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crore independently (NOTE:- credential of partners of JV can't be clubbed for the purpose of compliance of PQC and each partner must comply all PQC criteria independently) 	<p>Scanned copy of contract agreement as per clause 11.2 (1A) on a non-judicial stamp paper of Indian Rupees one hundred, duly signed by all the authorized representative of all the firms. The original agreement should be submitted at the time of tender opening. Copy of supported documents of experience, supply orders should be uploaded.</p>
2	<p>In case of Authorized system integrator, the system integrator firm itself should have proven experience in setting up of complete APCO phase-2 system nationally/globally during the last 5 years and have completed projects having aggregate value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crore and should meet all the criteria of tender.</p>	<p>A documentary proof shall be uploaded with the technical bid</p>
2A	<p>A legally enforceable tender specific authorization from the principal manufacturer in respect of authorized system integrator in the prescribed form assuring full guarantee and warranty obligations as per the general and special condition of contract.</p>	<p>The authorization from the OEM as per annexure-T9 shall be uploaded and original copy of the same shall be submitted at the time of tender opening.</p>

3	<p>The OEM should have proven experience in setting up of complete APCO phase - 2 system/services nationally/globally during the last 5 year aggregating value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crore.</p> <p>The Indian bidder having " MAKE IN INDIA" program with their foreign OEM having experience in setting up of complete APCO phase 2 system services nationally/globally during the last 5 years as above will be exempted from this clause.</p>	<p>Work order copy from any government/ Government undertaking / Public sector / airport / metro train with one year satisfactory certificate shall be uploaded with the technical bid.</p> <p>The Indian bidder having an appropriate certificate from certifying agency or "MAKE IN INDIA" program with their foreign "MAKE IN INDIA" associate shall be uploaded with the technical bid to avail the exception.</p> <p>The bidder (manufacturer of principal of authorized representative) shall have to furnish along with the bid; A legally enforceable undertaking jointly executed by himself and such foreign manufacturer for satisfactory manufacture , supply (and erection, commissioning if applicable) and performance of 'the product' offered including all warranty obligation as per the general and special condition of tender</p>
3A	<p>The OEM should own the intellectual properties rights for the software involved in the project.</p>	<p>Self-declaration on intellectual property (IP) right should be submitted.</p>
4	<p>The OEM/bidder should have qualified technical staff in the following fields-</p> <ul style="list-style-type: none"> i) Trunking system installation and configuration at least (2 no. engg. Graduate in related field) ii) Network management and optimization at least (2 no. engg. Graduate in related field) iii) Switching center configuration at least (2 no certified engg./ diploma holder in related field) iv) Microwave system installation and configuration at least (2 no certified engg./ diploma holder in related field) 	<p>The list has to be enclosed along with the technical qualification (may be subject to verification) and also self certification from the authorized signatory.</p>
5	<p>All the bidders participating in the tender must submit a scanned 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 registered against the firm or its owner or partners or directors anywhere in India.</p>	<p>Self certification from authorized signatory for submission of the bid.</p>

6	The bidder or OEM /authorized system integrator /JV should have APCO phase-2 OEM authorized service center in Delhi / NCR or alternately the bidder shall give an undertaking for setting up the service centre in Delhi / NCR within 15 Days from the date of provisional acceptance order.	Copy of the rent agreement /latest telephone bills or Undertaking letter for setting up the service center within 15 Days from the date of provisional acceptance order for the functioning of Service Centre, for keeping it functional with respect to this APCO phase-2 project until completion of the contract period should be submitted. SPG reserves the right to inspect the service center prior to price bid opening. Necessary proof to be submitted before issuance of purchase order
7	The APCO phase-2 OEM should have registered office established in India or give an undertaking for setting of the office in India in Delhi/NCR within 15 Days from the date of provisional acceptance.	Copy of registration documents/rent agreements for last 2 years to be submitted or undertaking letter for setting up of office within 15 Days from the date of provisional acceptance order for the functioning of office ,for keeping it functional with respect to this APCO ph-2 project until completion of contract period should be submitted SPG reserves the right to inspect the office prior to price bid opening.
8	The bidder should have their firm registered with GST department.	Scanned copies of the same shall be submitted with the technical bid along with their latest GST deposited Challan/return.
9	Companies PAN, TAN & GSTIN details	Copies to be submitted.
10	Valid dealer possession license for the products quoted (APCO phase-2 base station, static, mobile , portables and microwave radios)	The bidder shall hold and submit the dealer possession license (DPL) for all the wireless equipment involved in the project.
11	The Radio system infrastructure (base station and switching), radios (portable, mobile & static) and portable conventional repeater shall be of same OEM.	Manufacturer authorization certificate must be provided.
12	The bidder should submit an authorization letter for authorizing the tender signing authority for bidding the tender	A board resolution /authorization letter for authorization from the board of directors/competent authority or power of attorney authorizing the tender signing authority.
13	The OEM/bidder/prime bidder should not have suffered any financial loss for more than one year having eroded by more than 30% during the last 3 years, ending on the relevant date.	A self declaration certificate is required

14	As per terms for field evaluation, the bidder shall give live demonstration of APCO phase –II systems and portable conventional repeater in India/ aboard within the stipulated time period of tender. Failure to do so within stipulated time shall be deemed rejection of the bid .	A self declaration certificate is required
----	--	--

11.3 Pre-Qualification Eligibility criteria for Foreign Bidders:

S no	Pre-qualification criteria	Documentary Proof to be submitted
1	<p>Either OEM or Indian agent of foreign OEM : The bidder should have proven experience in setting up of latest APCO phase-2 system Nationally/globally during the last 5 years aggregating value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crores. Indian agent quoting on behalf of foreign OEM would also be considered , provided:</p> <p>i) The principal manufacture meets all the criteria above without exemption, and</p> <p>ii) The principal manufacturer furnishes a legally enforceable tender specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special condition of contract ; and</p> <p>iii) The bidder himself should have been associated as authorized representative of the same or other principal manufacture for same set of services as in present bid (supply , installation satisfactory commissioning after sale services as the case may be) for same product for past 3 years ending on the relevant date.</p>	<p>Work order copy from any government / government undertaking / Public sector/airport/metro rail with one year satisfactory certificate shall be uploaded with the technical bid.</p> <p>Agency agreement between Indian agent and foreign OEM needs to be uploaded with the bid.</p>
2	The APCO phase-2 system bidder/OEM should own the intellectual properties rights for the software involve in the project.	Self-declaration on intellectual property (IP) right should be submitted.

3	The average annual turnover of the bidder during the financial year 2015-16, 2016-17 and 2017-18 should be Rs 20.00 Crores.	Copy of the audited balance sheets, profit and loss account statement for the last consecutive three audited financial years . The copies should be attested by an auditor for certifying true copies.
4	The OEM/bidder should have qualified technical staff in the following fields- i) Trunking system installation and configuration at least (2 no. engineering Graduate in related field) ii) Network management and optimization at least (2 no. engineering graduate in related field) iii) Switching center configuration at least (2 no certified engineer/ diploma holder in related field) iv) Microwave system installation and configuration at least (2 no certified engineer/diploma holder in related field)	The list has to be enclosed along with their technical qualification (may be subject to verification) and also self certification from the authorized signatory.
5	All the bidders participating in the tender must submit a scanned 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.	Self certification from the authorized signatory for submission of the bid.
6	The bidder should have an office in India and APCO phase-2 OEM authorized service center in Delhi /NCR or alternately the bidder shall give an undertaking for setting up the office in India and OEM authorized service centre in Delhi / NCR within 15 Days from the date of provisional acceptance order.	Copy of the rent agreement /latest telephone bills or Undertaking letter for setting up local office and OEM authorized service centre within 15 Days from the date of provisional acceptance order for the functioning of office and OEM authorized service centre, for keeping it functional with respect to this APCO ph-2 project until completion of the contract period should be submitted. Necessary proof to be submitted before issuance of purchase order.
7	Companies PAN in India, TAN & GSTIN details.	Companies should get PAN/TAN/GSTIN registration process initiated in 15 days upon receipt of contract and completion in 60 days in India, if required.

8	Valid license for the product quoted (APCO phase-2 base station, static mobile, portables, microwave radios and portable conventional repeater).	The bidder shall hold and submit the dealer possession license for all the wireless equipment involved in the project.
9	The Radio system infrastructure (base station and switching), radios (portable, mobile and static) and portable conventional repeater shall be of same OEM (Original Equipment Manufacturer).	Manufacturer authorization certificate must be produced.
10	The bidder should submit an authorization letter for authorizing the tender signing authority for bidding the tender	A board resolution /authorization letter for authorization from the board of directors/competent authority or power of attorney authorizing the tender signing authority.
11	The bidder should not have suffered any financial loss for more than one year having eroded by more than 30% during the last 3 years ending on the relevant date.	A self declaration certificate is required.
12	As per terms for field evaluation, the bidder shall give live demonstration of APCO phase –II systems and portable conventional repeater in India/ aboard within the stipulated time period of tender. Failure to do so within stipulated time shall be deemed rejection of the bid .	A self declaration certificate is required.

11.4 Stage-II - Technical Bid Evaluation: Only those Bids which comply against Stage-I (Pre-Qualification Evaluation) will be taken up for Stage-II evaluation as below:

- a. Evaluation will be carried out based on the Technical Evaluation Criteria mentioned below. The Technical Bid will be evaluated based on the compliances filled up in the Technical bid and also all the terms and conditions of the tender. The tenders that do not confirm to the tender conditions and tenders from firms without adequate capabilities for execution of the work as per tender requirements shall be liable for rejection.
- b. The bidder shall also submit the **scanned copy of Bill of Material** as per Schedule of Requirement (**Chapter-3**) clearly giving the country of manufacture, nomenclature, make, model no. & quantities to be supplied for new latest release APCO Phase-II system under this Contract. It shall be **uploaded** with the Technical Bid.

- c. Bidders shall indicate complete specifications and all features of the proposed system. The legible scanned copy of technical specifications along with literature/ brochures of quoted system must be attached with the technical bid by the bidder. The Bidder shall also provide, Equipment Data Sheets, and conformance chart for Technical Specifications etc.
- d. The bidder is required to submit all the required technical documents in the tender itself. Technical evaluation will be carried out only after verification of the following technical documents:

SL NO	Document Name
01.	Demonstration License for the equipment to be demonstrated i.e for APCO Phase-II, 800 MHz Base station Repeater, Portable Conventional Repeater, APCO Phase – 2 Radios (Portable, static and mobile) and Microwave link subject to demo is conducted on the purchaser premises/site.
02.	Team responsible for Project Management up to completion of the project.
03.	Communication networking and Electrical layout at the base station sites (to be submitted separately for each base station site, control centre and dispatch centers).
04.	Microwave network layout with redundant configuration for backhaul to reach the control centre.
05.	Proposed switching centre layout.
06.	Tower design with appropriate load considerations to withstand maximum wind speed of 150 kmph as per specifications.
07.	Path profile diagrams for microwave links.
08.	Link budget calculations for Microwave links.
09.	Link budget calculations for the proposed APCO Phase II system (should be submitted for each site separately).
10.	Individual coverage diagrams for each base station with -85 dbm signal strength indications.
11.	Combined expected coverage diagram with -85 dbm signal strength indications.
12.	Antenna system proposed for each base station.
13.	Azimuth and elevation of the antenna system for each base station.
14.	Surge and lightning protection system for each base station and control centre Protection should be provided for all the components in the project.
15.	Dispatch console configuration.
16.	Estimated duration to complete the project with detailed proposed schedule of work accompanied with Gantt chart. Day one of project commencement may be counted from the day of issuance of purchase order. Also the PERT (Program Evaluation Review Technique) chart for the project should be submitted illustrating serial tasks and concurrent tasks.
17.	Test equipment to be provided for field test to measure the received signal strength during acceptance test procedure and during live demonstration.
18.	List of critical spares to be provided with the bid and nature of faults that could occur (i.e as to why it is considered as critical spare).
19.	Base station configuration as per requirement.
20.	Power system configuration proposed for each Base station location.
21.	Antenna system for microwave radio with Azimuth and elevation details.
22.	Details of the software to be installed in the proposed system (networking management, programming, any other software necessary).

23	Compliance statement for all technical specification with reference page number.
24	Details of all the necessary equipment required for satisfactory installation, testing and commissioning of Trunking system, conventional repeater, Radios testing , its accessories etc.

11.5 Technical field Evaluation: Only those Bids which fulfill Stage – I and stage – II will be taken up for Stage –III evaluation as below:

- a. The bidders shall arrange **Technical presentation and live demonstration of the quoted System i.e APCO Phase-II system and Conventional Repeater** during the period of technical evaluation to show that their quoted System fully conforms to this tender technical specifications.
- b. The technical field evaluation of quoted system is mandatory requirement of the tender. Hence, the bidders are advised to make all necessary arrangement for the readiness of technical presentation and the live demonstration of their quoted system well in advance as they will be required to adhere to the time schedule. Failure to demonstrate the quoted system within stipulated time shall be deemed rejection bid. No modification of quoted equipment is permitted during technical field evaluation.
- c. The bidder may offer to give a live demonstration on an existing operational system in APCO Phase-II in India / abroad. The expenditure incurred in sending the representatives witnessing the live demonstration in respect of travel, accommodation, meal etc. shall be borne by the Purchaser.
- d. **The live demonstration of the quoted systems is a mandatory requirement to show conformity with the tender specifications and shall include the following:**
 - i. Installation of at least two APCO Phase-II base radios (repeaters) per base station in 800 MHz band at any two proposed repeater sites.
 - ii. Installation of complete one Master Switching System for Field trial/survey/technical evaluation of the proposed APCO Phase-II system in 800 MHz band.
 - iii. Establishment of microwave links as per proposed solution for Field trial/survey/technical evaluation between the two repeater sites & master switching system.
 - iv. Minimum 02 nos APCO Ph-II system **site** connectivity through **microwave** with the facility of automatic changeover from microwave link to **fiber optics** network seamlessly.
 - v. Field trial/survey/technical evaluation of installed APCO Ph-II base stations in standalone (Site trunking) and wide area configuration using proposed at least five each Handheld with surveillance kit, five each Static/mobile sets along with necessary accessories (fitted in vehicle).

- vi. All the technical parameters of the APCO Phase-II system and major components viz. NMT/NMS, Dispatcher Console etc specified in the tender shall be demonstrated using appropriate test equipment to be brought by the bidder for Field trial/survey/technical evaluation alternatively the bidder can arrange for Field trials/survey/technical evaluations at any installed and operational user location or any government lab at their own risk and on '**No cost, No commitment**' basis.
 - vii. Management Information System (MIS)/ Historical reports.
 - viii. APCO Ph-II system operational and management features and capabilities.
 - ix. Handheld, Static/mobile radio samples along with necessary accessories of the bidders will be tested among each other's system for the Field trial/survey/technical evaluation/IOP (Interoperability) purpose.
 - x. Arrangements for Field trials/survey/technical evaluations for installed/proposed APCO Phase-II shall be made at the cost of the bidder.
 - xi. Bidders will be provided with Space and raw power by the purchaser for Field trial/survey/technical evaluation only, any other items/equipments etc. required for Field trials/survey/technical evaluations of the proposed APCO Phase-II system shall be made by the bidder.
 - xii. Testing with handheld/mobile set will be carried out in a high speed moving vehicle to check hand off feature. There should not be any interruption in ongoing communication.
 - xiii. Any other features/ capabilities bidder want to demonstrate.
 - xiv. Testing of handheld radios set with surveillance kit in outdoor and indoor area will also be carried out to test signal strength in outdoor and indoor areas.
 - xv. Testing of conventional repeater (with duplexer) by installing in high rise building with handheld radios set with surveillance kit in outdoor and indoor area will also be carried out to test signal strength in outdoor and indoor areas.
 - xvi. Inter operability with APCO phase – I radio too will be tested.
12. After evaluation of the Technical bids and the live demonstration, the short -listed Bidders will be intimated. The list of short listed Bidders will also be posted on the website of <https://eprocure.gov.in> / eprocure/app. The decision of the **purchase organization** on technical suitability of the offer shall be final and shall not be open for discussion.

- 13 The Commercial bids of the short-listed Bidders will be opened on-line on CPP Portal (website of <https://eprocure.gov.in/eprocure/app>.) in the Administrative Block, SPG Complex, Dwarka, Sector-8, New Delhi and such short-listed bidders will be intimated about the date and time accordingly.
- 14 **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.
- 15 The Chapter-3 (Schedule of requirement), Chapter-4 (Technical specification), Chapter-8 (Terms and conditions of APCO Phase-II system during warranty period as per clause-3 of Chapter-2) and Chapter-9 (Terms and conditions for Comprehensive Annual Maintenance Contract of APCO Phase-II system after warranty period as per clause-4 of Chapter-2) may be collected offline (by hand) from the Office of the AIG(Communication), Special Protection Group, No.1, Safdarjung Lane, New Delhi-110011 (telephone No.23010772/23010081) with an undertaking regarding its participation in bidding process.



(A.V.S. Kaliyar)

Assistant Inspector General(Prov)

CHAPTER – 2

CONDITIONS OF CONTRACT

1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and issue supply order. If a need for extension of the Price validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the Supplier shall sign the contract with the Purchaser. The Supplier shall bring alongwith him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract.
- 1.3 In case of authorized System integrator; a tripartite agreement shall be signed among the Purchaser, the finally selected bidder(s) and the OEM to ensure continuity in providing technical support/services as per the contract.

2. Contract Performance Bank Guarantee/Performance Security:

- 2.1 The Supplier shall furnish Contract Performance Security Deposit for **Ten Percent (10%) of the value** of the Contract within 30 days of the award of contract, in the form of **Performance Bank Guarantee**, as per the prescribed proforma (**Chapter 7**), from a scheduled Commercial Bank. The Performance Security can also be furnished in the shape of Account Payee Demand Draft/FDR.
 - 2.2 The Contract Performance Bank Guarantee/ Account Payee Demand Draft/ FDR will be in favour of the **Director of Accounts, SPG, Cabinet Secretariat, New Delhi** payable at **New Delhi (Bank IFSC Code- SBIN0001076)**.
 - 2.3 The Contract Performance Security deposit should be valid for a period of 60 days beyond the completion of all contractual obligation, including warranty period i.e. 3 (three years and 02 months from the date acceptance by SPG. This will be released after the successful completion of warranty period.
 - 2.4 In the event of delay in acceptance of the Stores, the Supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.
3. Warranty/Guarantee:- The Supplier shall provide comprehensive on-site Guarantee/ Warranty of the system including both hardware and software as per terms and condition for Guarantee/ Warranty (available offline at CHAPTER-8) for all Stores/equipment supplied including third party equipments under the Contract for a period of 3 (three) years from the date of final acceptance of the System. The batteries for portable Radios shall be warranted for 18 months. An undertaking to this effect shall be furnished as per Chapter-7 along with the Technical Bid. The batteries for portable radios should be of same OEM. The portable radio battery should also be BIS approved.

4. **Post Warranty Service and Maintenance after 03 years warranty/guarantee period**

The Supplier shall be responsible for the comprehensive on-site maintenance of the entire System including both hardware and software and third party equipments, for a minimum period of five years immediately after expiry of the 03 years warranty/guarantee period assuming the life span of the System to be 10 years. The main Terms and conditions for Post Warranty (Comprehensive Annual Maintenance Contract) of the system will be available on offline at **CHAPTER-9**

The CAMC shall be awarded to successful bidder as per clause 5.8 of chapter-1. However, in case of poor performance during warranty, purchaser reserves the right to discontinue CAMC and impose penalty as per clause 11 of chapter-9.

5. **Payment Schedule for Bidder:** The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows: -

5.1 **Delivery at Site:** Part payment of 50% of the Contract value along with applicable taxes shall be paid on delivery and acceptance of complete store by SPG in purchaser premises.

5.2 **Acceptance at Site and SAG clearance:** The Final Payment of remaining 50% of the Contract Price along with applicable taxes shall be paid after successful installation, commissioning, testing, integration and SAG clearance of the all crypto product involve in the entire system and final acceptance of all sites, system and all crypto product (all secured radios, secure console, KVL and KMF etc) by SPG. No interest will be payable by the Purchaser in case of delayed payments.

5.3 In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of Letter of Credit (LC) will also be extended, but the expense incurred for such an extension (of LC) is to be borne by the supplier'.

6. **Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the Stores to prevent their damage or deterioration during transit to the final destination site. The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to the actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, and the above vital factors shall be done by the contractor, so as to eliminate damage/deterioration of item in transit/transshipment/ handling or during storage. 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.

- 7. INCO term for bidders:** CIP, New Delhi.
- 7.1 **Custom Clearance:** The clearance of imported RF equipment and accessories / spares shall be done by the contractor on behalf of the Purchaser.
- 7.2 **IMPORT LICENCE:** The related licenses for import of ACPO Phase-II system and wireless sets shall be responsibilities of the bidders from all the Government organizations. The contractor will have to apply to the proper Government Authority for grant of requisite import licence for such items as require import, within 30 days of the signing of contract and the purchaser will only render such assistance as considered necessary.
- 8. Delivery, Installation and Commissioning:**
- 8.1 Delivery of the stores at SPG premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within 16 weeks from the date of Award of Contract or issue of Import Licenses for the following, whichever is later.
- a. Trunked Radio frequency spots within the frequency band available namely the 806-825/851-870 MHz band.**
- b. Microwave Radio frequency spots in 7/13 GHz band.**
- 8.2 The installation, testing, integration and commissioning of the proposed system shall be completed within a period of 12 weeks after the delivery of the stores at SPG premises.
- 8.3 The delay in providing sites shall be the responsibility of the Purchaser. The successful bidder shall apply for site preparation and it will be Purchaser's responsibility to provide site with basic infrastructure including raw power.
- 8.4 **Transfer of Title:** Upon each partial delivery of the Stores at the Purchaser's delivery site, an inventory of the Stores shall be taken jointly by the Supplier and the Purchaser to be completed within five (5) working days of such delivery to ensure that the supply is complete and in order. After the inventory of each partial delivery of the Stores has been completed to the entire satisfaction of the Purchaser, the title of those Stores will be transferred to the Purchaser. In the event of short shipment or damage to the Stores inventoried, the title of only those items of Stores that are in order will transfer to the Purchaser.
- 8.5 The Supplier shall ensure that its representatives are present for the inventorisation of the Stores supplied under the contract failing which the Purchaser shall proceed with the inventorisation in the Supplier's absence and the Purchaser's inventorisation report shall be binding on the Supplier.
- 8.6 Place of Delivery : Communication Store, Special Protection Group, No.1, Safdarjung Lane, New Delhi – 110011. (Phone No.23010772/23010081).

9. EXTENSION OF DELIVERY PERIOD:-

9.1 Extension of Delivery period- If the supplier is unable to complete the supply within the stipulated delivery period for which the supplier is responsible, the supplier is required to request for extension of delivery period. If the purchaser agrees to extend the contractual delivery schedule, the same may be done by issuing an amendment to the contract with suitable denial clauses and with imposition of liquidated damages for delay. In case of delivery period is re-fixed/extended due to default of supplier, the amendment letter is to mention, *inter alia that*, in addition to imposition of liquidated damages, no extra price or additional cost for any reason whatsoever beyond the contractual cost will be paid to the supplier for the delayed supply and increase in taxes, statutory duties, levies etc. will not be paid at the same time, if for any reason, whatsoever the cost of the goods to be supplied / services to be performed by the supplier decreases that benefit will be passed on to the purchaser. Supplier's unconditional acceptance of the amendment by a specified date is to be watched and if the supplier does not agree to accept the amendment letter, further action is to be taken against the supplier in terms of the contract.

9.2 Despatch of Goods after expiry of Delivery Period- As per the contract terms, the supplier is not to supply the goods when there is no valid delivery period. In case the supplier makes any supply after expiry of delivery period, the purchaser / consignee can reject the supplies and inform the supplier accordingly; the purchaser shall also have the right to cancel the contract (w.r.t. unsupplied goods) in terms of the contract.

10. Inspection and Tests:

10.1 The Factory Acceptance Test Procedure (the "Factory ATP"):

- i) The system i.e to be supplied will be fully programmed and tested in OEM's factory for System Integration. This testing will be conducted by the supplier/OEM to demonstrate the radio system features, programming and functional operation.
- ii) **Customer Witnessing Test Plan:** After the radio system has been stacked, racked, wired, powered, programmed and tested by the Supplier, there will be a scheduled demonstration for the Purchaser at OEM's location. At this time, five (05) nominees shall witness the live demo.
 - a) The Equipment layout and wiring for all radio sites in the system.
 - b) Equipment and cable labeling.
 - c) Radio system voice and data communication operation as specified in the tender document.
 - d) Specific features of the APCO Phase II system including OTAR and OTAP.
 - e) Inter site Microwave link connectivity and fail soft condition.
 - g) Console dispatch positions in operation include patch, multi select etc. Phase 2 Trunking System Control and Switching Equipments log-on and operation.
 - h) Mobile Radio Operation with GPS capability.
 - i) Portable Radio Operation with GPS capability.
 - j) MIS reports for system health check up and operation.

- k) Backward compatibility with APCO P 25 phase I radios.
 - l) RF output & other technical parameters i.e radio sensitivity of all base station, static / mobile radio, portable radio and conventional repeater.
 - m) Demonstration of hot standby (Geographical redundancy provision) switching to be demonstrated.
- iii) Should any inspected or tested Goods failing to conform to the Technical Specifications of the Tender, the Purchaser may reject them and the supplier shall either replace the rejected Goods or make all alterations necessary to meet the aforesaid specifications at no extra cost.
 - iv) The Supplier shall arrange 06 Week Training program on operation and maintenance for 05 SPG Communication officer during sixteen week of delivery period (preferably from fourth week to ninth week) at OEM location and accordingly FAT (factory acceptance test) will be conducted in the immediate week after completion of training at OEM factory premises (Probably in the Tenth week)
 - v) After the satisfactory FAT by Purchaser, **the Goods will be shipped.**
 - vi) The expenditure incurred in sending the five (5) nominees for FAT (PDI) in respect of travel, accommodation, meals shall be borne by SPG however local transportation within OEM country shall be borne by supplier. The bidder shall arrange **FAT Programme** for maximum one week to ensure complete demonstration & testing of essential parameter as per schedule above.
- 10.2 The purchaser shall have the **right to inspect** and/or test the stores for conformity to the contract specifications. Should any inspected or tested Goods fail to conform to the Technical Specifications of the Tender, the Purchaser may reject them and the supplier shall either replace the rejected Goods or make all alterations necessary to meet the aforesaid specifications at no extra cost.
- 10.3 The supplier **shall test** the complete system after installation at site and prepare a test report. This shall be compared with the **Factory Acceptance Test** report to ensure that there is no deterioration in the Equipment parameters during storage, transportation and installation.
- 10.4 After the installation and optimization phase, the System's fixed infrastructure equipment shall also be tested, jointly by the technical teams of the Supplier and Purchaser, to set and optimize parameters. The test data shall be recorded for each applicable component.
- 10.5 Supplier's Program Manager shall be responsible for the coordination and scheduling of the final ATP activities; a schedule will be worked out with the Purchaser prior to the Final Acceptance Testing.
- 10.6 The Purchaser will ensure that its authorized nominees commence the Final Acceptance Testing in accordance with **Clause 10.7** below within Six (6) weeks from the supplier's notice. The warranty Period shall commence after the final acceptance of complete system and store by SPG.

- 10.7 **Final Acceptance Test Procedure at Site (Final ATP):** The Supplier shall submit to the Purchaser the finalized ATP documents as per standard test procedure within 30 days from the date of selection as L1 bidder, for approval. Once the ATP is mutually agreed by both parties, the ATP shall form part of Contract and AT. Inspection and Testing of the system for **Final system acceptance at purchaser site** shall be performed in accordance with the ATP. The successful completion of the ATP will be the sole criterion for Final Acceptance of the System. The final ATP will start after completion of successful installation/testing (after 12 week installation and commissioning time).
- i) For the purpose of taking over the system, Final Acceptance Testing shall be carried out at the Purchaser's site.
 - ii) After the system is fully installed, optimized and ready for the Final Acceptance Testing, the same will be carried out to validate system features and functional operation in the field in accordance with the Final ATP.
 - iii) An Inspection Team comprising the authorized nominees of the Purchaser and the supplier respectively shall carry out the Final Acceptance Testing.
 - iv) The Inspection Team shall test the complete system to ensure that the System meets the Agreed Specifications.
 - v) The Purchaser shall have the right to reject the complete System if, in its opinion the same does not meet the Agreed Specifications and if the Supplier does not set right the shortcoming in the System, within 30 days of written intimation to the supplier.
- 10.8 When the Final ATP is successfully completed, an Acceptance Certificate shall be prepared by the Inspection Team and submitted to the Purchaser for take-over of the System and further necessary action.
- 10.9 The installation or commissioning shall not be deemed to have been completed unless all the stores and the system is **fully operationalised and** accepted by the Purchaser.
- 10.10 Before the system is taken over by the Purchaser, the supplier shall supply installation, operation, repair, **technical / service** and maintenance manuals of the **Complete** Equipment/System including **third party equipments**. This shall include the following:
- a. System Interface Drawings.
 - b. System Interconnection and Block Diagrams.
 - c. User Operation Manuals.
 - d. Detailed Equipment **Service and Maintenance** Manuals.
 - e. As Built-up Drawings.
 - f. Technical / service manual.
- 10.11 Complete documentation of all the measurements conducted during the installation period shall be submitted by the supplier for future reference. Five copies of this documentation shall be supplied to the Purchaser.

- 10.12 The technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works to the Purchaser. Five sets of this documentation shall be supplied.
11. **New Technology/Upgrade:** The supplier shall share with the Purchaser any subsequent upgrade of the technology that may become available so as to ensure that the system provided under this contract is not rendered obsolete. **All software up gradation will be from CD/DVD (certified by OEM for no malware) as no Internet connection is allowed in the trunking system.**
12. **System Security:** The supplier shall give confirmation that the digital end to end encryption to be deployed in the system shall be temper proof and based on **latest encryption** system which makes it difficult to decipher by an unauthorized interception/ tapping. **Digital encryption shall use hardware based crypto module and crypto module must be in-built in to the radios with latest security features available worldwide i.e FIPS 140-2 level - 3 or better .** The key can be changed by the keyloader/ Over the Air (OTAR). In the absence of keystream generation function, key variable and/or the synchronizing input, it will be imposable difficult for a third party to decode the messages thus providing high grade security.

The selected bidder within 02 Weeks of date of issue of AT shall provide 02 secure radio terminal (all kind) with proposed encryption in built (Handheld, Static and Mobile radio) and 01 No secured equipments (Secure Console, KVL, KMF etc) consist of Secure algorithm along with all the necessary technical documentation/support for its evaluation from Indian Evaluating Agency. **This is mandatory requirement which need to be fulfilled.**

13. **Change Order:**
- a. Either the supplier or the Purchaser may request, at any time, by written notice, changes in the Equipment and/or services purchased in this Contract subject to the agreement of the other party.
 - b. If any changes notified under this clause causes an increase or decrease in the cost of or time required for the performance of this Contract, an equitable adjustment shall be made to the Contract Price or Payment Terms or Implementation Plan or all, and the Contract shall be modified in writing accordingly, Neither Supplier nor the Purchaser is obligated to comply with any changes hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and the same is reflected as an addendum to this Contract.
- 14 **Compliance with Legal Provisions:** Except where otherwise agreed and specifically undertaken by the Purchaser, the Supplier will apply to the proper Government Authority in India or abroad for grant of requisite import License/foreign exchange permits, approvals, registration etc. and the Purchaser will only render such assistance as considered necessary in India.

- 15. Insurance:** The Goods supplied under the Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16. Inspection and Tests:**
- 16.1 The Purchaser shall have the **right to inspect** and/or test the **Stores** for conformity to the Contract Specifications.
- 16.2 Should any inspected or tested Stores fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Stores or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 16.3 The Supplier shall provide installation and standard test procedures for the individual equipment and for the complete System offered.
- 16.4 The Supplier shall test individual equipment and the complete System after installation at site. The Supplier shall submit complete documentation of all the measurements conducted during installation period for future reference of the Purchaser.
- 16.5 A document comprising of the technical problems faced during installation, testing, integration and commissioning period and their solutions shall be submitted by the Supplier at the time of handing over the completed works to SPG.
- 16.6 For the purpose of taking over the Stores/system supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site. The equipment that meets the acceptance test shall only be accepted by the Purchaser.
- 16.7 The installation or commissioning shall not be deemed to have been completed unless all the Stores and System are accepted by the Purchaser.
- 16.8 Before the equipment is taken over by the Purchaser, the Supplier shall supply installation, operation, repair and maintenance manuals, technical and service manual of the equipment/system. This shall include the i) System Interface Drawings, ii) System Interconnection and Block Diagrams, iii) User Operation Manuals, iv) Detailed Equipment Maintenance Manuals and technical / service manuals.
- 17. Training:**
- 17.1 The scope of work envisages that the successful Bidder shall undertake first phase of training to 05 communication engineers nominated by SPG at OEM Factory premises **before FAT/PDI** in different aspects of equipment design, functioning, field installation, testing, commissioning, system management, operation & administration, maintenance and repair. The Bidder should provide training programmes for the purchaser's Engineers, Technicians and system users at the time of signing of Contract. The expenditure incurred in sending the five (5) Trainees of the Purchaser for the Training Programme in respect of travel, accommodation, meals shall be borne by SPG however local transportation within OEM country shall be borne by supplier.

- 17.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of SPG personnel who may be deputed to work on the project.
- 17.3 In second phase, the supplier should provide Four (04) Weeks training to the 20 engineers/Technician of SPG at the premises of Purchaser at no extra cost. The training part should cover the following aspects:
- a. The system architecture, different features of main switch and repeater sites.
 - b. Functional/ maintenance training on dispatcher console, portable/mobile radios etc.
 - c. Functional/ maintenance training on microwave links and antenna systems.
 - d. Functional/ maintenance training on all functional assemblies of the system, including controls, indicators and monitoring system.
 - e. Line up procedures for the system and adjustment of operating parameters and other Operation and maintenance procedures.
 - f. Practical replacement procedures/practices for major assemblies including RF units, for maintenance of the equipment, both at the board replacement and preferably at the board repair level.
- 17.4 The engineers and technicians should be taught the functionality of all supplied equipment in the system including third party equipments to identify/ and rectify common hardware/software failures.
- 17.5 Bidder will provide complete details on the training programs to be offered (both at OEM & at purchaser premises) including
- (a) Material to be covered, (b) Number of hours of training per operator or technician for each specific course and (c) Supporting documentation to be provided. (d) Hands on practice of RF equipments replacement and its alignment.
18. **Spare Parts:** The Bidder will submit undertaking from the manufacturer (OEM) that supplies of necessary maintenance equipment and spare parts will be made available for all Items/ Equipment and the complete System including third party equipment for a period of 10 (Ten) years on a continuing basis.
19. **Use of Contract Document & Information:** The supplier 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 supplier in the Performance of the contract.
20. **Sites Preparation:**
- 20.1 The site for installation of the equipment/materials shall be provided by the Purchaser/Consignee as per the required specifications.

- 20.2 Site Plan and equipment layout plan for the trunked radio system shall be prepared by the supplier including power supply equipment within one month from the date of signing of contract. The lay out plan shall show inter connecting cables routes between various equipments at the Main Control Room and the repeater sites and redundant MSO.
- 20.3 The Main Control Room and Repeater Stations including all third party equipment e.g Microwave Equipment shall be installed by the Supplier at site. The supplier shall ensure minimum use of microwave frequency by re-using the frequency of other sites having no interference. The bidder will project the number of microwave frequency and repeater frequency required for completion of the project with the architecture diagram within a month of the date of signing of the contract. Interconnection of Radio Equipment to power supply, Antenna system and feeder cable including interconnecting cable connector"s etc. shall be the responsibility of the Supplier. Installation shall be as per standard procedures.
- 20.4 The Purchaser shall be responsible for the provision of site building, floor space, sufficient lighting, raw power, for ensuring ease of access to the Purchaser"s sites by land and for all applications, permits, approvals and clearance in connection with the aforesaid purpose.
- 20.5 The repeater antenna shall be installed and aligned to receive optimum signal level by the Supplier. Similarly, connecting feeders shall be connected to antenna and Radio Equipment by the Supplier as per standard procedures.
- 20.6 Earthing arrangements for all the equipment shall be completed as per standard practice.

21 Frequency Planning:

- 21.1 The successful bidder shall perform radio frequency planning ensuring efficient use of the available frequency pairs. The frequency plan including calculations shall be submitted to SPG for review, as part of the Design stage. The system shall operate in 800 MHz band with minimum channel separation 12.5 KHz.
- 21.2 The successful bidder shall perform radio frequency planning for microwave link ensuring efficient use of the available frequency pairs. The frequency plan including calculations shall be submitted to SPG for review, as part of the Design stage.
- 21.3 The successful bidder shall enclose detailed calculations as part of the Design stage, to establish that there will be no interference/ illegal carrier from other radio communication links operating in this area in the same band of frequencies.
- 21.4 The use of radio frequency spectrum in india is regulated by the Wireless Planning and Coordination (WPC) wing of Ministry of Communications, Government of India. Frequency clearance for the use of specific frequencies is to be obtained. Based on the frequency plan proposed by the successful bidder, approval from WPC shall be obtained. The bidder, if so required by the WPC, shall incorporate specific changes in the frequency plan, after mutual discussions.

22. Responsibility of Completion & Software Optimization:

- 22.1 Any fittings or items which may not be specially mentioned in the tender document but which are necessary, are to be provided by the Supplier without any extra charge for completeness of the work under this tender.

The System software and user interactive windows shall be configured after carrying out thorough study of the operations at SPG premises. Thereafter these may be further optimized after installation based on the feedback from the actual users over a period of six months.

23. Coverage and field test :

- a. The proposed system must provide radio coverage throughout the National Capital Territory of Delhi for Hand Held radios as well as mobile radios with minimum 03 repeater sites.
- b. The proposed system must provide in building coverage throughout Delhi and NCR.
- c. The bidder shall provide proper signal level (-85 dbm) to the Metro locations, outside Metro Station and facilitate the Metro in feeding the signal to their combiner / bi-directional amplifier (BDA).
- d. The prospective bidders to submit portable inbound/outbound RF coverage calculations and coverage plots of Delhi and NCR considering 03 numbers of repeater sites with minimum -85 dbm signal strength on road and open area and -95 dbm signal within the building having single wall with 95% reliability and having Delivered Audio Quality (DAQ) = 4 or above, to confirm that the required RF coverage stated above can be achieved.
- e. The RF coverage is defined as the digital Bit Error Rate(BER) that provides a minimum Delivered Audio Quality (DAQ) – 4 or above audio signal for both outbound (Talk out) and inbound(Talk back) communications with 95% reliability from a location (to be tested at different time periods).
- f. The DAQ shall be defined as follows:

DAQ	Definition
1	Unusable speech present but not understandable.
2	Speech understandable with considerable effort. Requires frequent repetition due to noise or distortion.
3	Speech understandable with slight effort. Requires occasional repetition due to noise or distortion.
3.5	Speech understandable without repetition. Some noise or distortion present.
4	Speech easily understandable. Little noise or distortion.
4.5	Speech easily understandable. Rare noise or distortion.
5	Perfect. No distortion or noise discernible.

- g. The audio quality shall be tested by the joint team of successful bidder and Purchaser at different places in Delhi city. DAQ-4 or above audio signal for both outbound and inbound should be ensured by the successful bidder.

- h. The signal/audio quality to be tested inside the building (15%), outside on the fringe area of the coverage (50%), vital locations (25%), underground metro stations of metro (10%), etc.
- i. Field test shall be carried out after completion of each base station installation in order to estimate coverage and DAQ levels in different locations.
- j. After full completion of all base station installations for checking of handing over, interference, compatibility with existing network and other features.
- k. After completion of microwave networking in order to estimate the required data throughput of 2 Mbps from each base station to the control centre irrespective of the number of hops in between, automatic changeover in case of cutoff of a link.
- l. The signal strength in various locations in Delhi city shall be measured while testing audio quality. The equipment for measuring the signal strength shall be provided by the bidder for testing.
- m. The test equipment to be calibrated by government approved lab/NABL/ILAC.
- n. For proper RF coverage in indoor area of vital location, bidder may consider installation of bi-directional amplifier.

24. Test Equipment/Tools:

License shall supply all tools, test instruments and other accessories to the testing party of licensor and/or TEC for conducting tests, if it so desires, prior to commissioning of the service or at any time during the currency of the license. In the interest of security, suitable monitoring equipment as may be prescribed by the licensor for each type of system used will be provided by the License at his own cost for monitoring, as and when required. The bidder should include in his bid essential test and measuring instruments & tools for proper upkeep, calibration and maintenance of the system & radios as mentioned below:

- a. Suitable Radio Communication Test Set having all technical features of Base Station, Mobile, Static, handheld sets and accessories etc. for APCO P25 Phase II Trunked Radio System with auto test and auto alignment facility.
- b. Through Line Power meter etc.
- c. Any other item essential for field testing.

25. Repeater station Tower/Mast.

- a. Required number of tower/mast of suitable height and weight for installation of antenna system at all repeater sites will be the responsibility of finally selected bidder.
- b. The height of the tower should be selected in such a way that it provides RF coverage all over Delhi and NCR for smooth communication.
- c. The prospective bidders shall mention the height of the towers/masts considered while designing the network for all over Delhi and NCR coverage.

- d. All towers, nuts & bolts etc shall comply with the requirements of Standard EIA/TIA and India Standard (IS). In case of any conflict between the two standards, the Indian standards shall prevail.
- e. The tower shall be self-supporting galvanized steel structure.
- f. Type of tower: Appropriate height monopole/three/four legged light weight Tower (Antenna mount platform, cable Tray, Safety climbing Ladder, etc) Hot Dip Galvanized roof top tower with tower load as per tender requirements. IS : 8500 – Structure micro alloyed (ordinary and high strength quality), IS:2062 – Structured steel (fusion welding quality).
- g. Ladder and platform : From bottom to top of the tower with guard with resting platform at 15m and working platform at 30m etc.
- h. Lightning arrester : Advanced protection system (Early Steamer Emission).
- i. Tower earth: All legs of the tower shall be separately earthed with 70 sq mm multistrand copper wire. Earthing shall be provided with suitable earth enhancing compound.
- j. The tower shall be equipped with Aviation warning lights in conformity with the relevant requirements of ICAO . All proposed tower facilities shall be marked and lighted as per Indian Aviation Administration rules and requirements.
- k. Foundation and structural design diagram : The bidder should inspect the building /sites and design the foundation taking into consideration of the building parameters and propose the tower.
- l. Structural design & foundation design details for tower to be submitted.
- m. During construction of the tower foundation, the contractor shall be responsible for the safety of the site and the structures nearby. The earthing design shall be as per IS 3043 or better standard for radio Towers.
- n. A means of preventing unauthorized access onto the ladder shall be provided.
- o. The Tower/Mast should be able to withstand at least up to 150 km/hour wind speed of the concerned Seismic Zone as currently defined by the Indian Metrological Department (whichever is higher) while supporting the maximum number of antennae plus four additional antennae required of the same type /size, located at full height.
- p. The tower loading must take into account the wind load , seismic conditions (Zone IV), antenna loads, all tower accessories and at least 100% safety margin against structural failure for the actual anticipated configuration.

26. Earthing Policy

- a. earth shall be provided at UPS room. Main Earth shall be terminated by the successful bidder at a copper strip.
- b. The Clean Earthing arrangements for Telecom Equipment's must be protected using a mesh of copper "earth " strips of appropriate cross-sectional dimensions , forming a local Clean Earth Bus.

- c. An earthing system (Main earth and Clean earth) shall be designed to assure personnel safety and protection of installation against damage. It shall also serve as a common voltage reference and to contribute to the mitigation of disturbances.
- d. The earthing system shall generally meet the requirement of IEEE 1100, NFPA 780, IEC 1024.
- e. The earth resistance at any point on the Clean earth shall be below 0.5 Ohm, and that for the Main earth shall not exceed 2.0 Ohm at any location and under any soil and/or climatic condition.
- f. All metal work and metallic items (including chassis) shall be earthed to the Main Earth to ensure the safety of personnel.
- g. The Earthing connection shall be inspected periodically at intervals frequent enough to ensure that the earth connection meets all the requirements.

27. Transient Protection:

- a. Despite the provision of earthing as specified above, failure of communication equipment do occur on account of finite earth resistance during occurrence of high voltage transients.
- b. An effective transient protection system must protect the communication equipments from transients of the following specifications as a minimum: MIL-STD-704A or equivalent.

28. Engineering Services:

- a. The finally selected Bidder shall design, supply, install, test and commission the proposed Digital Trunk Radio System.
- b. The Bidder shall furnish complete technical details with all calculations for engineering, planning, and dimensioning of the system/network, concerned relevant literature, drawings, and installation materials regarding the applicable system.
- c. The successful bidder will be responsible for system performance including a guarantee of radio coverage, installation of base station sites and IP based Communication dispatch centre equipment, microwave backbone, optimization of the radio infrastructure, training of system users and maintenance personnel, and achieving satisfactory system performance.
- d. Acceptance tests of system components, software and equipment provided pursuant to this specification must be passed to the satisfaction of the Purchaser.
- e. Three years on site comprehensive warranty for all equipments (except consumables batteries which should have 18 months standard warranty) should be provided. The warranty period will begin from the date of final acceptance of entire store and system by Purchaser.

29. Installation work plan :

The successful bidder should submit a preliminary installation work plan, installation test and procedures and installation schedule chart.

- a. The bidder should provide all technical details supported by technical documents, brochures etc. for system, system component, radios, other required peripherals and accessories.
- b. The bidder should then work together with Purchaser to finalize the work plan 15 days prior to commencement of installation.

30. Site preparation:

- a. Purchaser shall provide space at master site, redundant site and all repeater sites with civil infrastructure and raw electrical supply.
- b. It shall be the responsibility of finally selected bidder to install all other infrastructure/equipments necessary for the smooth functioning of master site and repeater site and redundant MSO.
- c. The bidder should submit all equipment, master site, redundant site, repeater site preparation plan including Antenna installation drawings, Tower & foundation drawings, RF cabling & electrical loading drawings, routing along with earthing plan involved for total requirements of the installation .

31. System Acceptance test :

- a. On completion of the installation, the bidder should conduct a system acceptance test. The bidder should propose a detailed system acceptance test plan, which should be jointly reviewed and finalized by Purchaser and the successful bidder.
- b. The bidder should provide the test equipment required during the system acceptance test period with model number and quantity of these equipments. The bidder should repair or replace at no additional cost to Purchaser, should any of the proposed equipment is found faulty during the system acceptance test period.
- c. The bidder to provide the detailed testing methodology to be adopted along with the test booklet procedure.

32. Any other item, hardware, software, service is required but not mentioned in this document for successful completion and trouble free installation, commissioning, operation and maintenance of the system, the finally selected bidder should incorporate in his bid (within quoted price) being a turnkey project. The bidder is at liberty to indicate additional features and capabilities of the offered system.

33. Delay in the Suppliers Performance:

- 33.1 Delivery of the Goods and performance of Services including 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, installation and commissioning or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **Clause – 34** and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause - 40** accompanied by forfeiture of Bank Guarantee/Performance Security and any punitive action deemed fit by SPG.
- 33.2 If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the Supplier.

34. **Liquidated Damages:** If the Supplier fails to deliver, installation, testing and commissioning any or all of the Goods or performance of the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract value, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% of the Contract Value of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of **10% (Ten Percent)** of the Contract Value of delayed stores/services.

35. Force Majeure:

- 35.1 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.
- 35.2 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. In case of Force Majeure delay, the supplier shall give notice within 10 days of Force Majeure to the Purchaser.
- 35.3 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. 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.

- 35.4 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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **Termination for Default:**
- 40.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 40.2 On termination of the Contract for default, the Performance Security deposit of the Supplier will be forfeited.
- 40.3 On termination of the Contract for default, action will be taken to black list the Supplier.
41. **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.

42. Termination for Convenience:

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.

- 43. 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 SPG 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.

- 44. Anti Corruption Notification:** Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization or anywhere else, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.

45. Franking Clause:

- (i) In the case of acceptance of goods:- The fact that goods have been inspected after the delivery period and passed by the inspecting officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the purchaser under the terms and conditions of the contract.
- (ii) In the case of rejection of goods:- The fact that the goods have been inspected after the delivery period and rejected by the inspecting officer will not bind the purchaser in any manner. The goods are being rejected without prejudice to the rights of the purchaser under the terms and conditions of the contract.
- (iii) Delivery of all the crypto product (i.e all secure radios, secure console, KVL & KMF etc) will be accepted subject to the compliance of SAG grading.

Chapter – 3

Schedule of Requirement (Available Off-line/collect as per clause-15 of Chapter-1)

Chapter – 4

Technical Specification of Digital Open Standard APCO Phase II system
(Available Off-line/collect as per clause-15 of Chapter-1)

CHAPTER-5

PROFORMA FOR PRICE SCHEDULE
(Enclose with Commercial proposal)

Tender No & Date :

PAN No. :

Name of Firm with Address:

GST No. :

We _____ hereby certify that we are established manufactures/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and test of all materials manufactured or used by us are open to inspection by the representative of the Purchaser. We hereby offer our prices for establishment of new latest APCO Phase-II system at SPG as per the schedule of requirement, technical specification and terms & conditions of the tender. The price break-up of all the items as per bill of quantity (Chapter-3) and Comprehensive Annual Maintenance Contract rates for five years are as under:-

S. No	Description of stores	Qty (in nos)	Basic/FOB Price per unit	Freight & Insurance charges	Import Custom duty	Custom clearance & handling charges	GST	Local Freight & Insurance charges (All inclusive)	Cost of indigenous items if any (All inclusive)	Installation & Commissioning charges, if any (All inclusive)	Commission of Indian Agent (All inclusive)	Net Price per unit (4 to 12)	Total price of stores (at consignee site) (3 x 13)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1													
2													
												Total	

CAMC charges:-

Sl.No	Service Description	Cost of equipments	% of equipment cost or value of CAMC
1	CAMC cost for 1 st year		
2	CAMC cost for 2 nd year		
3	CAMC cost for 3 rd year		
4	CAMC cost for 4 th year		
5	CAMC cost for 5 th year		
	Total		

Note:

1	Tenderers are required to indicate price break up in the relevant columns of proforma.
2	Freight & Insurance, Statutory taxes, if any, will be paid at actual or quoted whichever is less.
3	No columns should be left blank. Wherever amount is not quoted, the columns should be clearly marked as NIL.
4	Indian agent quoting on behalf of foreign principal should attach foreign principal's proforma invoice indicating commission payable to Indian Agent and a copy of agency agreement signed by the Indian agent with foreign principal
5	L-1 will be decided by taking into account the total cost of equipment including installation & commissioning, the statutory duties, taxes, CAMC charges for five years and LC charges or charges of wire transfer. The quoted prices pertaining to CAMC in future years are to be discounted (DCF technique) to the net present value as appropriate for comparing tender on an equitable basis.
6	Price bids quoted in differed currencies will be converted into Indian Rupee as per selling exchange rate of SBI for comparison purpose on the date of opening of commercial bid.

SIGNATURE OF TENDERER
WITH NAME, DESIGNATION
& COMPANY STAMP

CHAPTER-6

Contract Form

CONTRACT No. _____

This contract made on the ____ day of _____, (hereinafter referred to as the "Contract Date) between the President of India acting through the Director, Special Protection Group (Cabinet Secretariat), Sector-8, Dwarka, New Delhi-110077 (hereinafter referred to as the "Purchaser" which term will include its representatives, successors and permitted assignees) of the one part and M/s _____, a company incorporated under the Companies Act, 1956 and having its office at _____ (hereinafter referred to as the "Supplier" which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

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

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

1. DEFINITIONS OF TERMS: In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
2. CONTRACT DOCUMENTS: The following documents (each a Contract Document" and collectively, the Contract Documents") are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this contract viz:-

Exhibit-A	Tender Enquiry No. _____ dated _____
Exhibit-B	Suppliers Technical Offer dated _____
Exhibit-C	Supplier's commercial offer dated _____
Exhibit-D	Supplier's written clarification and confirmation letter dated _____ (if any)
Exhibit-E	Purchaser's letter of Intent No. _____ dated _____
Exhibit-F	Supplier's Letter of acceptance dated _____
Exhibit-G	Copy Contract Performance Security No. _____ dated _____

3. Order of Precedence: In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.
4. Scope of Work: The **Scope of Work** shall include design, supply, delivery at site, unloading, any other services associated with the delivery of equipment and materials, installation, integration, testing, commissioning, software optimization, providing warranty & post warranty services (CAMC) for the entire latest release APCO Phase-II system and any other related accessories / services for the complete setting up of the proposed Phase II system and all type of radios (Static /Mobile /Hand Held) as per the Schedule of Requirements (**Chapter-3**) and Technical Specifications (**Chapter-4**). The Supplier shall assume full responsibility of the complete System for its entire life cycle (10 years). **The related licenses for import of latest release APCO Phase-II System and wireless radio sets including Microwave terminals shall be the responsibility of the bidder from all government organizations. However, SPG will provide necessary support for completing all relevant formalities for obtaining licenses.**
5. **Contract Price:** The prices for supply of the Stores and other associated services is detailed specifically in the Supplier's Commercial offer (Exhibit-C) read with Supplier's written clarification and confirmation letter dated _____ (Exhibit-C). The contract price is Rs. _____/- (Rupees _____ only). This price excludes existing GST as applicable and any new Govt. levies/taxes imposed in India later after Contract Date, which the Purchase shall bear and pay at actual.
6. Contract Performance Bank Guarantee/performance Security.
7. CAMC performance Bank Guarantee/CAMC performance Security.
8. Payment Schedule
9. Packing, forwarding & shipment.
10. Delivery, Installation & Commissioning.
11. Extension of delivery period
12. Inspection and Tests.
13. New Technology/Upgrade.
14. System Security
15. Change Order.
16. Compliance with legal Provisions.
17. Insurance.
18. Guarantee/Warranty.

19. Post-Warranty Services and Maintenance.
20. Training.
21. Spare Parts.
22. Use of Contract document & Information.
23. Site Preparation.
24. Responsibility of completion & software optimization
25. Delay in the supplier's performance.
26. Liquidated damages.
27. Force Majeure.
28. Patent indemnification.
29. Waiver.
30. Assignability.
31. Severability.
32. Governing Law.
33. Termination for default.
34. Termination for insolvency.
35. Termination for convenience.
36. Resolution of disputes.

(The clauses shall be according to Chapter 2 : Conditions of Contract of this tender)

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

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

Signed by	Signed by
Name:	Name:
Title :	Title:
Date :	Date:
For and on behalf of the President of India	For and on behalf of
Witness-1	Witness-1
Signature:	Signature:
Name	Name:
Address:	Address:
Date:	Date:
Witness-2	Witness-2
Signature:	Signature:
Name	Name:
Address:	Address:
Date:	Date:

CHAPTER-7

OTHER STANDARD FORMS

Annexure-T1

BIDDER PARTICULARS

(Enclose with Technical Bid)

1. Name of the Bidder
2. Address of the Bidder
3. Name and Address of Members of JV
4. Name and Address of Manufacturer(s)
5. Name and address of the person whom all references shall be made regarding this tender enquiry.

Telephone :

Fax :

E-mail :

Signature

Name

Designation

Address

Date & Company seal

Witness

Signature

Name

Address

BID FORM
(Enclose with Technical Bid)

Date: __/__/__

To

The Asstt. Inspector General (Prov)
Special Protection Group,
Administrative Block,
Sector-8, Dwarka,
New Delhi-110077.

Sir,

Having examined the request for proposal document dated _____ We, _____ (Name of the firm), offer to supply and deliver _____ (Description of Stores and Services) in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

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

We further undertake that, if our bid is accepted, we will obtain the Guarantee from a Commercial Bank in a sum equivalent to 10% of the Contract value for the due Performance of the Contract as per terms & conditions of the Tender. Further, on completion of the 3 years warranty period, we will furnish the CAMC performance Bank Guarantee/CAMC Performance Security for five percent (5%) of the total contract value for a period of 5 years and 2 months from the date of expiry of warranty period.

We agree to abide by this bid for a period of 09 months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders.

SIGNATURE AND SEAL OF BIDDER

GUARANTEE/WARRANTY & POST WARRANTY MAINTENANCE

(Enclose with Technical Bid)

Date: ___/___/___

To

The Asstt. Inspector General (Prov)
Special Protection Group,
Administrative Block,
Sector-8, Dwarka,
New Delhi-110077.

Ref : Tender No.14/12/11/11/2018/Prov/19830/

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, genuine, 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, drawing or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee/warranty shall survive inspection of and payment for, and acceptance of the goods, but shall survive inspection of and payment for, and acceptance of the guarantee/warranty shall expire 36 (Thirty Six) months after their acceptance by the Purchaser. However, the batteries for portable radios shall be warranted for 18 months from final acceptance of stores and system by the purchaser.

We also undertake to carry out the post warranty maintenance of the system for 05 (five) years after the guarantee/warranty period three years as per the terms and conditions laid down in the tender.

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

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

Date _____

Note: In case the bidder is not the manufacturer himself, this undertaking towards the Guarantee/Warranty and Post Warranty Maintenance should be endorsed by the OEM(s).

Company details for eligibility Criteria (Clause-11.2, Chapter-1)
(On applicant Company/leading Company's Letterhead)
 (Enclose with Technical Bid)

To

The Asstt. Inspector General (Prov)
 Special Protection Group,
 Administrative Block,
 Sector-8, Dwarka,
 New Delhi-110077.

Ref : Global Tender for establishment of latest release APCO Phase-II (release version -) system

Dear Sir,

We would like to clearly state that we qualify for this work as our OEM or authorized system integrator or JV of companies meets all the eligibility criteria of the tender. The Details are as under:-

Eligibility Criterion		Details		
1	The OEM / JV/ authorized system integrator should be Indian company	Yes/No		
2	Average annual turnover during the financial year 2015-16,2016-17 and 2017-18 should be Rs 20.00 Crore .	Three consecutive financial years (Rupees in Crore)		
		Year	Leading Company	JV/ of companies
		2015-16		
		2016-17		
		2017-18		
	In case of JV , the following to be followed :- (i) A separate identity/ names shall be given to the JV firm. (ii) Number of member in a JV firm shall not be more than three. (iii) A member of JV firm shall not be permitted to participate either in individual capacity or as member of another JV firm in the same tender. (iv) In the case of JV between India and foreign partner, stake of Indian company in JV should be 50% or more with management control in Indian company and with Indian citizen. (v) In case of JV ,each partner should have proven experience in setting up of latest APCO phase-2 system nationally /globally during the last 5 years and have completed projects having	Yes/No		

	aggregate value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crore independently (NOTE:- credential of partners of JV can't be clubbed for the purpose of compliance of PQC and each partner must comply all PQC criteria independently)	
3	In case of Authorized system integrator , the system integrator firm itself should have proven experience in setting up of latest APCO phase-2 system nationally/globally during the last 5 years and have completed projects having aggregate value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crore and should meet all the criteria of tender.	Yes/No
4	The OEM should have proven experience in setting up of latest APCO phase - 2 system services nationally/globally during the last 5 year aggregating value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crore. The Indian bidder having " MAKE IN INDIA" program with their foreign OEM having experience in setting up of latest APCO phase 2 system services nationally/globally during the last 5 years as above will be exempted	Yes/No
	The OEM should own the intellectual properties rights for the software involved in the project.	Yes/No
	The OEM/bidder should have qualified technical staff in the following fields- (i) Trunking system installation and configuration at least (2 no. engg. Graduate in related field) (ii) Network management and optimization at least (2 no. engg. Graduate in related field) (iii) Switching center configuration at least (2 no certified engg./ diploma holder in related field) (iv) Microwave system installation and configuration at least (2 no certified engg./ diploma holder in related field)	Yes/No
	All the bidders participating in the tender must submit a scanned 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	Yes/No

	Case registered against the firm or its owner or partners or directors anywhere in India.	
	The bidder or OEM /authorized system integrator /JV should have APCO phase-2 OEM authorized service center in Delhi / NCR or alternately the bidder shall give an undertaking for setting up the service centre in Delhi / NCR within 15 Days from the date of provisional acceptance order.	Yes/Undertaking
	The APCO phase-2 OEM should have registered office established in India or give an undertaking for setting of the office in India in Delhi/NCR within 15 Days from the date of provisional acceptance.	Yes/No
	The bidder should have their firm registered with GST department.	Yes/No
	Companies PAN, TAN & GSTIN details	Yes/No
	Valid dealer possession license for the products quoted (APCO phase-2 base station, static, mobile , portables and microwave radios)	Yes/No
	The Radio system infrastructure (base station and switching), radios (portable, mobile and static) and portable conventional repeater shall be of same OEM	Yes/No
	The bidder should submit an authorization letter for authorizing the tender signing authority for bidding the tender	Yes/No
	The OEM/bidder/prime bidder should not have suffered any financial loss for more than one year having eroded by more than 30% during the last 3 years, ending on the relevant date.	Yes/No
	As per terms for field evaluation, the bidder shall give live demonstration of APCO phase –II systems and portable conventional repeater in India/ aboard within the stipulated time period of tender. Failure to do so within stipulated time shall be deemed rejection of the bid ..	Yes/No
	Whether Bid Security (Earnest Money Deposit) of Rs.50,00,000/- (Rupees fifty lakhs only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee is enclosed as per clause-2 of tender documents.	Yes / No
	Whether firm is registered with NSIC/MSME/ MSE/startups as per clause 2.2, Chapter -1 of tender documents.	Yes / No

	Whether firm is ready to provide performance security of 10% of contract value within 30 days as per clause-5, Chapter -1 of tender documents.	Yes/No
	Validity of offer should be for 09 months from the date of opening of technical bids.	Yes/No
	Payment terms as per clause-5 of Chapter 2 of tender documents.	Yes/No

We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both, our bid may be rejected without any reference to us.

(Signature, name, designation, contact address and telephone No. of the authorized signatory with seal)

Company details for eligibility Criteria (Clause-11.3, Chapter-1)
 (On applicant Company/leading Company's Letterhead)
 (Enclose with Technical Bid)

To

The Asstt. Inspector General (Prov)
 Special Protection Group,
 Administrative Block,
 Sector-8, Dwarka,
 New Delhi-110077.

Ref : Global Tender for establishment new latest APCO Phase-II system

Dear Sir,

We would like to clearly state that we qualify for this work as our OEM/Authorized system integrator/ JV companies meets all the eligibility criteria of the tender. The Details are as under:-

	Eligibility Criterion	Details
1	<p>Either OEM or Indian agent of foreign OEM : The bidder should have proven experience in setting up of latest APCO phase-2 system Nationally/globally during the last 5 years aggregating value of Rs 20.00 Crore with at least one project value of Rs 10.00 Crores. Indian agent quoting on behalf of foreign OEM would also be considered , provided:</p> <p>(i) The principal manufacture meets all the criteria above without exemption, and</p> <p>(ii) The principal manufacturer furnishes a legally enforceable tender specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special condition of contract ; and</p> <p>(iii) The bidder himself should have been associated as authorize representative of the same or other principal manufacture for same set of services as in present bid (supply , installation satisfactory commissioning after sale services as the case may be) for same product for past 3 years ending on the relevant date.</p>	Yes/No
2	The APCO phase-2 system bidder should own the intellectual properties rights for the software involve in the project.	Yes/No

3	Average annual turnover of the bidder during the financial year 2015-16,2016-17 and 2017-18 should be Rs 20.00 Crore .	Three consecutive financial years (Rupees in Crore) <table border="1" data-bbox="943 198 1409 344"> <thead> <tr> <th data-bbox="943 198 1089 236">Year</th> <th data-bbox="1089 198 1235 236"></th> <th data-bbox="1235 198 1409 236"></th> </tr> </thead> <tbody> <tr> <td data-bbox="943 236 1089 274">2015-16</td> <td data-bbox="1089 236 1235 274"></td> <td data-bbox="1235 236 1409 274"></td> </tr> <tr> <td data-bbox="943 274 1089 311">2016-17</td> <td data-bbox="1089 274 1235 311"></td> <td data-bbox="1235 274 1409 311"></td> </tr> <tr> <td data-bbox="943 311 1089 344">2017-18</td> <td data-bbox="1089 311 1235 344"></td> <td data-bbox="1235 311 1409 344"></td> </tr> </tbody> </table>	Year			2015-16			2016-17			2017-18		
Year														
2015-16														
2016-17														
2017-18														
4	The OEM/bidder should have qualified technical staff in the following fields- (iv) Trunking system installation and configuration - (2 no. engg. Graduate in related field) (v) Network management and optimization - (2 no. engg. Graduate in related field) (vi) Switching center configuration – (2 no certified engg./ diploma holder in related field) (vii) Microwave system installation and configuration – (2 no certified engg./ diploma holder in related field)	Yes/No												
5	All the bidders participating in the tender must submit a scanned 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 registered against the firm or its owner or partners or directors anywhere.	Yes/No												
6	The bidder should have an office in India and APCO phase-2 OEM authorized service center in Delhi /NCR or alternately the bidder shall give an undertaking for setting up the office in India and OEM authorized service centre in Delhi / NCR within 15 Days from the date of provisional acceptance order.	Yes/No												
7	Companies PAN in India, TAN & GSTIN details	Yes/No												
8	Valid license for the product quoted (APCO phase-2 base station, static mobile, portables, microwave radios).	Yes/No												
9	The Radio system infrastructure (base station and switching) ,radios (portable, mobile and static) and portable conventional repeater shall be of the same OEM (Original Equipment Manufacturer).	Yes/No												
10	The bidder should submit an authorization letter for authorizing the tender signing authority for bidding the tender	Yes/No												

11	The OEM/bidder/prime bidder should not have suffered any financial loss for more than one year having eroded by more than 30% during the last 3 years, ending on the relevant date.	Yes/No
12	As per terms for field evaluation, the bidder shall give live demonstration of APCO phase –II systems and portable conventional repeater in India/ aboard within the stipulated time period of tender. Failure to do so within stipulated time shall be deemed rejection of the bid .	Yes/No
13	Whether Bid Security (Earnest Money Deposit) of Rs.50,00,000/- (Rupees fifty lakhs only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee is enclosed as per clause-2 of tender documents.	Yes / No
14	Whether firm is registered with NSIC/MSME/ MSE/startups as per clause 2.2, chapter -1 of tender documents.	Yes / No
15	Whether firm is ready to provide performance security of 10% of contract value within 30 days as per clause-5, chapter -1 of tender documents.	Yes/No
16	Validity of offer should be for 09 months from the date of opening of technical bids.	Yes/No
17	Payment terms as per clause-5, chapter -2 of tender documents.	Yes/No

We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both, our bid may be rejected without any reference to us.

(Signature, name, designation, contact address and telephone No. of the authorized signatory with seal)

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
 (hereinafter called the "tenderer")
 has submitted their offer dated.....
 for the supply of
 (hereinafter called the "tender")
 against the purchaser's tender enquiry No.
 KNOW ALL MEN by these presents that WE
 of having our registered office at
 are bound unto
 (hereinafter called the "Purchaser")
 in the sum of
 for which payment will and truly to be made to the said Purchaser, the Bank
 binds itself, its successors and assigns by these presents. Sealed with the
 Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Bank Guarantee form for Performance Security

To

The President of India
(Through Director of Accounts, Cabinet Secretariat, SPG, New Delhi)

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier")
has undertaken, in pursuance of contract no..... dated
..... to supply (description of goods and services) (herein after
called "the contract").

AND WHEREAS it has been stipulated by you in the said contract
that the supplier shall furnish you with a bank guarantee by a scheduled
commercial recognized by you for the sum specified therein as security
for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank
guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and
responsible to you, on behalf of the supplier, up to a total of
..... (amount of the guarantee in
words and figures), and we undertake to pay you, upon your first written
demand declaring the supplier to be in default under the contract and
without cavil or argument, any sum or sums within the limits of (amount
of guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt
from the supplier before presenting us with the demand.

We further agree that no change or addition to or other
modification of the terms of the contract to be performed there under or
of any of the contract documents which may be made between you and
the supplier shall in any way release us from any liability under this
guarantee and we hereby waive notice of any such change, addition or
modification.

This guarantee shall be valid until the day of 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

TENDER ACCEPTANCE CERTIFICATE

I/We hereby Certify that I / We have read the entire terms and conditions of the tender enquiry No.14/12/11/11/2018/Prov-19830/3193 dated 01/03/2019 for **DESIGN, SUPPLY, INSTALLATION AND COMISSIONING OF DIGITAL OPEN STANDARD APCO 25 PHASE-II SYSTEM** . I/We hereby unconditionally accept the tender conditions of above mentioned tender enquiry / corrigendum(s) in its totality / entirely.

2 The corrigendum(s) issued from time to time by SPG too have also been taken into consideration, while submitting this acceptance letter.

3. It is also certified that our Firm/ Company has not been blacklisted/debarred from any Government Department/Public Sector Undertakings (PSUs) in India/anywhere.

4. In case any provisions of this tender are found violated, then SPG 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.

PLACE :
TENDERER

SIGNATURE OF THE

Stamp/seal of the firm/company

DATED :

AUTHORIZATION LETTER

Tender Reference No.:-

Name of Tender/Work :-

We _____ hereby authorize M/s
_____ having address at _____

to buy, sell and support of all equipment for establishment of APCO Phase-II Digital Open Standard System to SPG. We shall be fully responsible to support of our products with full Guarantee/Warranty and Post warranty obligations as per the general and special terms and conditions of the tender/contract.

SIGNATURE AND STAMP OF THE MANUFACTURER

Note : The certificate should be duly ink-signed and stamped by the OEM.

Chapter – 8

**TERMS AND CONDITION FOR WARRANTY SERVICE AND MAINTENANCE
DURING WARRANTY PERIOD: (Available Off-line/collect as per clause-15 of
Chapter-1)**

Chapter – 9

**TERMS AND CONDITION FOR POST WARRANTY SERVICE AND MAINTENANCE
AFTER 03 YEARS WARRANTY/GUARANTEE PERIOD : (Available Off-
line/collect as per clause-15 of Chapter-1)**