

Maharashtra Legislature Secretariat

Vidhan Bhavan, Mumbai - 400 032.

(Tender no.026/MLS/C-2/COMPUTER)

TENDER DOCUMENT

**For Supply, Installation, Testing & Commissioning of Advance Mobile
Jammer System for Vidhan Bhavan, Mumbai/Nagpur.**

(All pages of this document except for Commercial-bid to be submitted in original duly signed on each page along with the technical bid envelope. The Commercial bid in original is to be enclosed in a separate sealed envelope)

Price of Tender Copy Rs. 500/- (Rupees Five Hundred only)

INVITATION FOR TENDER

Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai — 400 032.

On behalf of the Governor of Maharashtra the Principal Secretary, Maharashtra Legislature Secretariat invites sealed Tender offers from the eligible manufacturers for Supply, Installation, Testing & Commissioning of Advance Mobile Jammer System as specified in the schedule below

Sr. No.	Item & Description	QTY
1.	4-in-1(Quad Band)Cell Phone De-Activator (Jammer) 8Watt (2w per Band) Variable Band	04

1. Tender Reference : 026/MLS/C-2/COMPUTER
2. Price of Tender Document : Rs. 500/-
3. Date of Commencement of Tender Document : 29 May,2014
4. Last Time and Date for receipt of Offers Tender : Till 16:00 hrs on, 03 May,2014
5. Date of Tender submission : 14:00 to 16:00 hrs on , 03 May,2014
6. Address of Communication : The Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Mumbai 400 032.
7. Contact Telephone Numbers : Phone : 022-22027399 Ext: 1805
Fax : 022-22024524.
8. Tenders should remain valid for acceptance up to 31 March,2015.
9. The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to accept or reject any tender offer without assigning any reason thereof.
10. The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to cancel entire tender process without assigning any reason thereof.
11. All the aforesaid items will be purchased for supply and installation at Vidhan Bhavan, Mumbai and Nagpur.
12. This is a closed Tender.

Dated : 29 May,2014

Principal Secretary,
Maharashtra Legislature Secretariat.

Instructions to Tenderers Advance Mobile Jammer System

1. Definitions:

In this tender document and associated documentation, the following terms shall be interpreted as indicated:

- a. "The Purchaser" means The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai — 400 032 or any officer authorized by this Secretariat to enter into Contract with the Vendor.
- b. "The Indenter" means The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai — 400 032, or any officer authorized by this Secretariat to order the goods with the Tenderer.
- c. "MLS" means The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai — 400 032, or any officer authorized by this Secretariat to order the goods with the Tenderer.
- d. "The Tenderer" means the eligible manufacturers who bids or offers the goods and services against this invitation for tender.
- e. "The Vendor" means the Tenderer with whom the Purchaser has entered into a Contract against this tender.
- f. "The Contract" means the Tenderer with whom the Purchaser and the Tenderer, as recorded in the **DRAFT CONTRACT FORM** signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- g. "The Contract Price" means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations;
- h. "The Goods" means all the equipment, machinery, and/or other materials which the Tenderer is required to supply to the Indenter under the Contract;
- i. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty for 1 year and other obligations of the Tenderer covered under the Contract.
- j. "Consignee" means the officer authorized by Maharashtra Legislature Secretariat, for receiving goods and services at the place where the equipment has to be supplied and installed;

2. Locations for Supply of Goods and Service:

This tender is being floated by The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai. The Mobile Jammer and other items being procured through this tender shall be installed and commissioned at Mumbai and Nagpur, as may be specified by the purchaser.

3. Sources of Funds:

The Purchase Order for the equipment will be placed by the Purchaser (hereinafter called the Indenter) directly and the payment for the supply of the items mentioned in the said purchase order will be made directly by the purchaser from their own source of funds.

4. Evaluation of Rates:

This common tender has been issued purely for the convenience of the purchaser. The evaluation of each item in the tender will be carried out individually if required.

5. Specifications of equipment:

The technical specifications of the equipments are to be given by the bidder.

6. Cost of Tender Document:

A crossed Demand Draft of Rs. 500/- in favor of "Section Officer cum drawing and disbursing officer" payable at Mumbai. (Put this DD inside the envelop)

7. Soft Copy of Tender document:

On request, the purchaser will make available a soft copy of the Tender Document on the media provided by the interested Tenderer. There is no separate charge for obtaining such copy. However, the Purchaser shall not be held responsible in any way for any errors / omissions / mistakes in the soft copy. The Tenderer is advised to check the contents of the soft-copy for correctness against the printed copy of the tender document.

The printed copy of the tender document shall be treated as correct and final, in case of any deficiencies or deviation in the soft copy.

8. Cost of Tender:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

9. Non-transferable Tender:

The tender document is not transferable.

10. Qualification Criteria:

- (a) Bidder should be ISO 9001:2008 certified company/Registered Company/Partnership/Proprietorship.
- (b) Bidder should have experience of minimum 10 years in Telecom Industry.
- (c) Bidder should have minimum 10 qualified Technical Professionals.
- (d) Turnover should have minimum of Rs. 1 Cr. for 03 Financial Years. 2011 to 2013
- (e) Bidder Company should have office or service support center in (Mumbai and Nagpur)
- (f) The Tenderer should furnish the information on past supplies and satisfactory performance in the proforma given in the Performance Statement **Annexure- D**.
- (g) The Tenderer must have fully functional service centers or Representatives, Business Partners for service support.
- (i) Firm registration documents/Partnership/Proprietorship deed document.
- (j) PAN Card/VAT registration certificate/Service TAX registration certificate.

11. Offer Validity Period:

The tender offer valid till 31/03/2015. Any offer falling short of the validity period is liable for rejection. The contract which will be finalized through this tender process will be valid upto 31/06/2015. However, the validity of the Contract may extend upto 31/12/2015 by following the proper procedure.

12. Completeness of Tender Offers:

The Tenderer is expected to examine all instructions, forms, terms, conditions and Specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected out rightly without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

13. Two Bid System Tender:

The offer shall be in two separate parts containing one sealed envelope marked "Technical Bid" and second sealed envelope marked "Commercial Bid". Two separate sealed envelopes containing the Technical Bid and Commercial Bid respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender Reference Number and Name of Tenderer. All two inside envelopes should be separately securely sealed and stamped. The sealed envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)

- Tender Reference Number
- Name of Tenderer

14 (a). ENVELOPE - I (Technical Offer):

The Technical Offer (T.O.) should be complete in all respects and contain all information asked for, excepting prices. It should not contain any price information. The T.O. should indicate whether products and services asked for is quoted, and that all requirements, therefore, are quoted. For example, the Technical Offer should mention that warranty for one year is included in the Commercial Offer, without showing the actual amounts against the T.O. The Technical Offer must be submitted in an organized and neat manner and numbered. No documents, brochures, leaflets, etc. should be submitted in loose form.

The Technical Offer shall be submitted in duplicate.

ENVELOPE - I: The format for submission of Technical Offer is as follows:

1. Index
2. Tender Offer Form (Annexure B) duly filled in.
3. Earnest Money Deposit {Bid Security Form (**Annexure G**)}
 - Earnest Money Deposit :

Vendors are required to give a DD / Pay Order /Banker Cheque for Rs.-1,000/- (Rupees One Thousand only) as Earnest Money Deposit along with their offer for one or more items. Offers made without EMD / Bid Security will be rejected. DD / Pay Order /Banker Cheque must be of a **Nationalized Bank**.

Unsuccessful Tenderers EMD / Bid Security will be discharged / returned within 30 days after the expiry of the period of tender offer validity prescribed by the purchaser. The successful Tenderers EMD / Bid Security will be discharged on executing the Contract and furnishing the Security Deposit. The EMD / Bid Security may be forfeited:

 - If a Tenderer withdraws its tender during the period of bid validity or In case of a successful Tenderer, if the Tenderer fails:
 - (i) To execute the agreement / contract within 7 days from the date of the issue of the Letter of the Intent.
 - (ii) to submit Security Deposit as specified in the terms and conditions
 - Non refundable fee of Rs. 500/- in the form of crossed Demand Draft drawn in favour of "Section Officer cum drawing and disbursing officer" payable at Mumbai
4. **Documents Establishing Tenderer's Eligibility and Qualifications:**

The Tenderer shall furnish, as part of its tender offer, documents establishing the Tenderer's eligibility to participate in the tender and its qualifications to perform the Contract.

The documentary evidence of the Tenderer's qualifications to perform the Contract, shall establish to the Purchaser's satisfaction that the Tenderer is eligible as per the criteria outlined in the Qualification Requirements (QCR) at Para 10 above. This will include the following:

 - a) Details of Tenderer (**Annexure C**)
 - b) Self Declaration of the Tenderer as being the Manufacturer, if applicable
 - c) Performance Statement (**Annexure D**)
 - d) Tenderers should submit C.A. Certificate or Balance Sheet showing their Profit and Loss Account for two financial years 2011 to 2013
 - e) Locations and Details of Service Centers) (**Annexure-E**).
 - f) Latest Sales Tax Clearance Certificate
 - g) If STCC cannot be submitted, a copy of acknowledgement of application made for such clearance certificate should be enclosed along with MST/CST

Registration certificate.

5. Technical Specification of Advanced Jammer System as per required mentioned in **Annexure A**.
6. Technical Documentation (Product Brochures, leaflets, manuals etc) as at Annexure A. All products quoted should be associated with specific model numbers and names along with printed literature describing the configuration and functionality. The following information should be furnished along with the Technical Offer by means of printed technical brochures and filling required information in Technical Details Form:
 - a) Make and model numbers of all the items quoted for
 - b) Printed product brochures of all items quoted with full technical specifications.
 - c) Any departure from the printed specifications should be clearly identified in the **Annexure A** under the title 'Deviations' to the offer document.
7. Software(s) that will be supplied free and the ones that will be charged for should be clearly indicated. Restriction on software usage, if any, should also be mentioned. Wherever any software is offered, its version number must be indicated very clearly. It may also be indicated whether the software requires any particular version.
8. Letter for acceptance of all Terms and Conditions of the tender document.
9. Power of Attorney in favor of the person signing the bids.
10. Certificate to the effect that the rates for each item are quoted in a separate sealed envelope superscripted as mentioned in Para 14(B).

14(b). ENVELOPE-II (Commercial Offer):

ENVELOPE -II: The Commercial Offer must be given in a sealed envelope.

Interested bidders are allowed to quote for any individual/ combination of items listed in the tender document. It must give all the relevant price information and should not contradict the technical offer in any manner. The Price Schedule (PS) must be filled in completely, without any errors, erasures or alterations.

However, each item should be quoted in a separate sealed envelope superscripted with following information.

1. Tender Reference Number
2. Commercial Envelope for item -----

All such item wise Commercial Envelopes should be put and sealed in a single envelope marked as "**Commercial Envelope**"

Tenderer should submit their prices only in the Bid Form (**Annexure - F**) given in the tender. Price quoted other than the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations. Tender should quote **all-inclusive** Price i.e. inclusive of Supply, Installation and 1 Years Warranty. Taxes and duties should be included.

15. Erasures or Alterations and Signing of Tender Offers:

The original and a copy of the Tender Offer shall be typed or written in ink and shall be signed by the Tenderer or a person or persons duly authorized in writing to bind the Tenderer to the Contract. Such authorization shall be indicated by power-of attorney accompanying the tender offer. All pages of the Tender Offer, except for un amended printed literature, shall be initialed by the person or persons signing the Tender Offer. This will be in two different envelopes.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in that case such corrections shall be initialed by the person or persons signing the offer.

16. Completeness of Technical Offer

Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using

terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

17. Alternative offers:

- One tender should contain only one product option.
- Tender shall be reject

18. Costs & Currency:

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the equipment
- Installation and commissioning charges
- One Years Warranty charges
- Transportation and Forwarding charges to the site
- Insurance to cover equipment up to installation of equipment at the respective sites and handing it over to end-user.

19. Octroi Exemption Certificates:

MLS will provide necessary Octroi Exemption certificates, if demanded.

20. Fixed Price:

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies except Octroi. No price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales". etc. will be treated as being at variance and shall be liable for rejection.

21. Submission of Tender Offers:

Sealed Tender offers shall be received by the Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai at the address specified above not later than the time and date specified in the invitation for Tender offers. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Telex, cable or facsimile offers will be rejected.

22. Late Tender Offers

Any tender offer received by the purchaser after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

23. Modification and Withdrawal of Offers:

The Tenderer may not modify or withdraw his offer after its submission of Tender document.

24. Preliminary Scrutiny:

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

This office will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. Only qualified Tenders will be considered for further process.

The Principal Secretary, Maharashtra Legislature Secretariat, reserves the right to waive

any minor infirmity or irregularity in a tender offer, if he finds it is in the interest of this Secretariat. The decision in this regards of The Principal Secretary, Maharashtra Legislature Secretariat will be final and binding on all Tenderers.

25 Short-listing of Tenderers:

The Purchaser will short-list only technically qualified Tenders based on compliance of the qualification criteria (QCR), and the commercial offers of only such Tenderers will be opened.

26. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons.

The Purchaser will evaluate Commercial Offers of Tenderers previously short-listed as above.

After opening Commercial Offers of the short-listed Tenderers, if there exists any discrepancy between words and figures, the amount indicated in figures will be considered.

27. Right to Alter Items.

The Purchaser reserves the right to delete tendered items, and also The Purchaser reserves the right to make change in specifications of any items.

28. Purchaser's Right to Accept Any Offer and to Reject Any or All Offers

The Purchaser reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the purchaser's action.

29. Services At Vidhan Bhavan, Nagpur :

The Tenderer shall provide all the services agreed herewith, during the winter session of the Maharashtra Legislature at Vidhan Bhavan, Nagpur. One qualified and experienced engineers deputed at Vidhan Bhavan, Nagpur at no extra cost to MLS. During winter session at Nagpur, Engineers shall carryout Installation of Jammer Devices at respective location in Vidhan bhavan premises also attain all the complaints and carryout all the complaints to maintain the 100% uptime. Also at the same time The Tenderer should depute one more Engineer at Vidhan Bhavan Mumbai, shall attain all the complaints and carryout all the complaints to maintain the 99% uptime at MLS Mumbai Office. The Tenderer shall not charge any extra charges like Travelling Allowance/Daily Allowance of Engineer or programmer for all the services agreed herewith, during the winter session at Nagpur, extra Engineer at Vidhan Bhavan Mumbai, for these services to MLS.

30. No commitment to accept lowest or any tender:

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore. The Purchaser reserves the right to make any changes in the terms and conditions of Purchase. The Purchaser will not be obliged to meet and have discussions with any Tenderer, and / or to give a hearing on their representations.

31. Corrupt or fraudulent Practices:

The Purchaser requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) Tenderers themselves or their representative seen in office of the The Principal Secretary, Maharashtra Legislature Secretariat, after submitting the tender and before the result of it will be construed as an effort for corrupt practice.

- c) Any document favoring Tenderer seen in the concern file which has not been submitted officially and following the procedure, both the Tenderer and the public official will be considered to be indulged in to the corrupt practice and fraudulence.
- d) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract as well as legal action shall be initiated against the concerned.
- e) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- (f) The Purchaser will reject a proposal for award if it is prima-facie established that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- g) The Purchaser will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

32. Signing of Contract:

The successful Tenderer shall sign the agreement within seven days from the date of the issue of the Letter of Intent. The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to grant an extension of another seven days on satisfaction of the circumstances and reasons given.

TERMS AND CONDITIONS OF CONTRACT

(1) Quality of Goods:

The equipment must conform to the highest quality and standard.

All the equipment and peripherals should be supplied with the relevant interface cables. Also, all the equipment must be provided with Indian standard, 3-pin power plugs (5-amp/15 amp, as required).

(2) Inspection:

The Vendor will have to submit in detail Quality Control Procedures and standards adopted in the manufacturing process.

Pre-dispatch inspection will be carried out by this secretariat. The Principal Secretary, Maharashtra Legislature Secretariat, reserves the right to decide the method and intensity of the sampling to be adopted. Testing of the equipment will be carried out at the manufacturer's premises. Only on the satisfaction after tests, the batch will be accepted for dispatch. A tamper-proof inspection seal will be affixed on the packed boxes of each batch so inspected. This Secretariat's officer will sign the inspection seals. However, the procedure of inspection will be finalized by this Secretariat in consultation with the successful Tenderer. The vendor shall, formally report to this Secretariat the details including purchase order, corresponding number of equipments dispatched, license numbers of the softwares installed/ dispatched, manufacturer's unique ID number on the equipment, packing list and other such documents. The report in prescribed form shall be in both hard and soft copies. Equipment dispatched without such reports to this Secretariat will be considered as violation of contracts and necessary action will be taken against the vendor as per Terms and Conditions of the contract even to the extent of debarring the vendor from participating in bids for the Maharashtra Legislature Secretariat for a period of one year. The Vendor shall make the equipments ready for inspection within 8/10 weeks from the date of placing the order.

On arrival of the equipment at destination the purchaser or its representative shall have the right to inspect and / or test the equipment to confirm their conformity to the contract.

If the equipment or its performance is not as per specified conditions, the supplier shall take immediate remedial steps to satisfy the purchaser's representative. All charges including travel and accommodation of the inspection officers of this Secretariat or its representatives, for such inspection, shall be borne by the supplier.

(3) Performance Bank Guarantee:

The performance guarantee of 1% of the value of the purchase order, valid for 1 year after the date of Installation and Commissioning in the format specified in Performance Security Form (**Annexure I**) provided in the tender document. Such performance guarantee will be required to be given to each of the consignee. The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss / penalties! Liquidated damages resulting from the vendor's failure to complete its obligations under the contract.

The performance guarantee will be discharged by the purchaser and returned to the vendor not later than 60 days following the date of completion of the vendor's performance obligations, including any warranty obligations under the Contract.

(4) Packing:

The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be all-weather proof and shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

(5) Delivery Documents:

Within 24 hours of shipment. The Vendor shall notify the Indenter, by cable/telex/Fax the full details of the shipment including Contract No., Receipt No., Date, Description of Goods, quantity, consignee, etc. The vendor shall mail the following documents to the consignee:

- a) 4 copies of the Vendor invoice showing goods description, quantity, unit price, total amount.
- b) Railway receipt / Lorry receipt.
- c) Inspection report.
- d) Vendor's guarantee certificate.

One identical set consisting of copies of the above documents will be sent through courier by the Vendor to the Indenter.

(6) Delivery, Inspection by Indenter:

At the time of delivery of the goods, the Indenter will be allowed to verify the seal of inspection affixed at the time of inspection. In case any seal of inspection is found to be broken or missing the Indenter will reject the equipment. The Vendor will proceed to open the packing and to carry out the installation only after a written acknowledgement has been obtained from the Indenter that the seals have been inspected and have been found to be in order.

(7) Installation and Commissioning:

The Vendor shall be responsible for installation of the equipment ordered at site and for making them fully operational within six weeks (including advance notice of 15 days for inspection & installation within 4 weeks thereafter) of receiving the purchase order / letter of indent.

(8) Acceptance Tests:

The Vendor at the destination site, in the presence of Indenter and/or its nominated agency, will conduct acceptance test. The tests will involve installation and commissioning and trouble free operation of the complete system for ten consecutive days apart from physical verification and testing. There should not be any additional charges payable by the Indenter for carrying out this acceptance test.

(9) Integration of Advanced Jammer and Peripherals:

The Vendor must integrate the Advanced Jammer and Peripherals supplied by him to make them fully functional. However, in case of problems with machines and / or equipment, it will be the Vendor's responsibility to locate the exact nature of the problem and rectify the same.

The Vendor should note that all the equipment and peripherals should be supplied with the relevant interface cables. Also, all the equipment must be provided with Indian Standard. 3 Pin Power Plugs (5-amps/15 amp, as required).

(10) Manuals:

All equipment will have to be detailed operational and maintenance manuals for each of the items and important components.

(11) Operational Training:

The vendor will have to train two users for three days (full-time) for operation of all the equipment supplied and installed at his cost. The training will be as per the satisfaction of the client / end user.

(12) Liquidated Damages for delayed supply:

If the vendor fails to deliver any or all of the equipment or does not perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated

damages, a sum equivalent to 0.5 percent of the price of the undelivered stores at the stipulated rate for each week or part there of during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the Indenter / Purchaser from the bill of the firm or if purchased elsewhere the extra amount paid will be recovered from the Vendor.

Once the maximum of the damages above is reached, the Indenter / Purchaser may consider termination of the Contract.

(13) Order Cancellation:

The Purchaser and/or Indenter also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
- Delay in delivery and installation beyond a period of 90 days from the date of purchase order.
- Breach by the tenders of any of the terms and conditions of the tender.
- If the Vendor goes in to liquidation voluntarily or otherwise. In addition to the cancellation of purchase order, the Purchaser reserves the right to forfeit the performance guarantee submitted to the Purchaser (in form of Bank guarantee) by the Vendor.

(14) Risk purchase:

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the Purchaser and/or Indenter reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the successful Vendor.

(15) Payment Terms:

100% payment towards supply will be made by the Indenter/Purchaser within 60 days from the date of satisfactory Installation of equipment and against submission of the Performance Guarantee valid for the 1 Year. TDS will be deducted while making payments by the consignee.

(16) Warranty:

The Vendor provides comprehensive on site warranty for a period of 1 year from the date of installation and commissioning of equipment.

The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Vendor or any defect that may develop under normal use of supplied equipment during the warranty period.

Warranty should not become void if the Purchaser and/or Indenter buys any other supplemental hardware from a third party and installs it with/in these machines.

However, the warranty will not apply to such hardware items installed.

The warranty should cover the following

- a) The equipment should be repaired within 48 hours, failing which a replacement should be given till the machine is repaired.
- b) In order to provide an efficient service the Vendor must obtain the name, address, phone number & other contact details of the person in possession of the equipment, and keep this list updated. Also, the vendor should depute one Senior Engineer at the site of the purchaser during the Session period.
- c) The Vendor will obtain written acknowledgment from the above person after each time the equipment is serviced. Such receipts will have to be produced to get the sign off for successful completion of the warranty period.
- d) The warranty period will get extended by 3 months for each failure to provide a quality

service cum checkup, which is required to be provided by the Vendor.

(17) Repeated Failure:

If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment by the Vendor at no cost to the purchaser.

(18) Penalty for Downtime:

Any equipment that is reported to be down should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within 48 hours. Public Holidays as declared by Government of Maharashtra are excluded for the above downtime calculation. The reporting will be through a telephonic message or any other mode as the Purchaser may decide.

In case Vendor fails to meet the above standards of maintenance, there will be a penalty as specified below:

(1) 8W (2W per Band) Rs. 500/- per day

In case the equipment is still not repaired within a period of another 72 hours, the penalty will be charged at 5 (Five) times of the penalty shown above.

The temporary substitute machine or equipment should be replaced by the original machine or equipment duly repaired within one week, failing which the above penalty will be imposed for the number of days exceeding one week. These penalty charges will be deducted from the performance guarantee.

(19) Protection against risk of obsolescence:

Vendor will make the spare parts for the Jammer available for a minimum period of three years from the time of acceptance of the system. Thereafter, the purchaser may order its requirements of the spares, if it so desires.

(20) Indemnity:

Vendor shall indemnify, protect and save the Purchaser and/or Indenter(s) against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

(21) Publicity:

Any publicity by the Vendor in which the name of the Purchaser and/or Indenter is to be used should be done only with the explicit written permission of the Purchaser.

(22) Resolution of Disputes:

The Purchaser and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Vendor. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

(23) Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of Mumbai courts only.

Annexure : A

**4-IN-1(QUAD BAND). CELL PHONE DE-ACTIVATOR (JAMMER)
TECHNICAL SPECIFICATIONS**

FORM: IN-DOORS, WALL MOUNTED. COMPACT & SINGLE

TO JAM: CDMA/GSM900/GSM1800/3G

COVERAGE: VARIABLE BAND

JAMMING FREQUENCY BANDS: CDMA : 869-894 MHz
GSM900 : 925-960 MHz
GSM1800 : 1805-1880 MHz
3G : 2110-2170 MHz

POWER OUTPUT : 8W (2W per BAND)

ANTENNA : BUILT-IN, DIRECTIONAL/OMNI HIGH GAIN

POWER SOURCE : 220V AC, 50 HZ

INDICATION : SINGLE LED FOR ON/OFF & STATUS OF ALL BANDS

OPERATING TEMP :-10 oC to 50 oC

HUMIDITY : 5% to 90% RH

Annexure B — TENDER OFFER FORM (TOF)

Tender Reference No.: _____ Date: _____ 2014

To: (Name and address of purchaser) Sir:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ (Description of goods and Services) in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence delivery within _____ (Number) days and to complete delivery of all the items and perform incidental and supervisory services as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If our tender offer is accepted we will obtain the guarantee of bank in a sum of 1 % of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 31st December, 2014 & Extendable upto 31st March,2015 and shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, these tender offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated this ____ day of _____ 2014

Signature: _____

(In the Capacity of:) _____ Duly
authorized to sign the tender offer for and on behalf of

Annexure C — DETAILS OF TENDERER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr.No.	Item	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Constitution of the Company	
5.	Name of the Managing Director	
6.	Turn over and profit of the company F.Y. 2011 to 2013	
7.	Sales Tax Clearance Certificate (up to March 13)	
8.	Valid Income tax clearance certificate attached?	
9.	Whether direct manufacturer or authorized dealers	
10.	Brief Description After Sales service facilities available with the Tenderer Please fill up Annexure also.	

Annexure D — Performance Statement (P)

(for a period of last two years)

Bid No. -----

Name of the Firm

Order Number & Date	Order Placed by (Full Address of Purchaser)	Description & Quantity of ordered equipment	Value of order in Rupees	Date of Completion of		Remarks indicating for reasons for the late delivery/ if any	Has the equipment been satisfactory functioning
				As per Contract	Actual		

Date:

Place:

Signature of the tenderer

Annexure E— Details of Service Centers

Sr. No.	Place	is there service centre City	Postal Address	Contact numbers	Service facilities available	Number of service report engineers to a call	Time to
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1. Mumbai

2. Nagpur

Signature of the Tenderer :The price all-inclusive and FD destination in the following format separately for each item as mentioned in para 14(B)

Place:

Date:

Signature of Tenderer

Business Address

Annexure F - Price BID Form

(To be submitted in separate envelope on Letter Head)

Sr.No.	Particular	Qty.	Rate in Rs.	Total Cost inclusive of one year Warranty Rs.
1	4-in-1(Quad Band)Cell Phone De-Activator(Jammer) 8 Watt(2w per Band) Variable Band	4 nos.		
2	Installation ,Testing & Commissioning Charges	1 Job		

Note: Prices are inclusive of all Taxes

Annexure G — BID SECURITY FORM (BSF)

Whereas _____ (Name of Tenderer") has submitted its tender offer dated _____ June, 2014 for the supply of _____ (hereinafter called "the tender")

KNOW ALL MEN by these presents that WE _____ of _____ (hereinafter called the Bank:) are bound upto _____ (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successor and assigns by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____ 2014

THE CONDITIONS of this obligation are :

- I. If the Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form ; or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity :
 - (a) fails or refuses to execute the DRAFT CONTRACT FORM if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction given in tender document;

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 if owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ 2014 and any demand in respect thereof should reach the Bank not later than the above date

(Signature of the Bank)

Annexure H- DRAFT CONTRACT FORM (CF)

AGGREEMENT MADE this day Between _____ (hereinafter called "the Contractor") of the one part and the Maharashtra Legislature Secretariat (hereinafter called "the Secretariat") of the other part.

WHEREAS the contractor has tendered to the Maharashtra Legislature Secretariat, Mumbai for supply to the Principal Secretary, Maharashtra Legislature Secretariat, Mumbai (hereinafter called "The Principal Secretary") of the articles specified in the **Schedule A**

(attached) as per delivery instructions given in the acceptance of tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the Principal Secretary the sum of Rs. _____

(Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which will hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Principal Secretary, Maharashtra Legislature Secretariat may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by The Principal Secretary, Maharashtra Legislature Secretariat, which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
3. Upon the determination of this agreement whether by defluxion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of the date of delivery of materials but not withstanding herein or in the tender and acceptance forms contained the Maharashtra Legislature Secretariat, Mumbai shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.
5. In witness whereof the said _____ hath set his hand hereto and The Principal Secretary has on behalf of the Maharashtra Legislature Secretariat affixed his hand and seal thereto the day and year first above written.
6. Notices in connection with the contract may be given by The Principal Secretary, Maharashtra Legislature Secretariat or any gazetted officer authorized by The Principal Secretary, Maharashtra Legislature Secretariat.
7. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Purchaser to provide the goods and Services and to remedy defects therein conformity in all respects with the provisions of the

Contract.

8. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
9. If subject to circumstances beyond control (*Force Majeure*) the contractor fails to deliver the stores in accordance with the conditions mentioned in the A/L, The Principal Secretary, Maharashtra Legislature Secretariat shall at his option be entitled either:
 - (a) to recover from the contractor as agreed liquidated damages or by way of penalty a sum not exceeding 1/2 % of the price of the stores which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears, or
 - (b) to purchase elsewhere, after giving due notice to the contractor on the amount and at the risk of the contractor the stores not delivered or others of a similar description (where other exactly complying with the particulars are not in the opinion of The Principal Secretary, Maharashtra Legislature Secretariat which shall be final readily procurable) without canceling the contract in respect of the consignment not yet due for delivery, or
 - (c) to cancel the contract.
10. In the event of action to be taken under (a), (b) or (c) the contractor shall be liable for any losses which The Principal Secretary, Maharashtra Legislature Secretariat may sustain on that account. The recovery on account of agreed liquidated damage or by way of penalty under (a) above will be made by deducting the amount in the bills and the recovery of any loss, which The Principal Secretary, Maharashtra Legislature Secretariat may sustain under (b) & (c) should be made good by a credit note within the stipulated period for the purpose.

For The Principal Secretary,

Maharashtra Legislature Secretariat

On behalf of the Governor of Maharashtra, Mumbai.

CONTRACTOR

Annexure I — PERFORMANCE SECURITY FORM (PSF)

(Name of Purchaser)

WHEREAS _____ (Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____

_____ dated,

_____ 2014

_____ to

supply (Description of goods and Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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 limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2014

Signature and Seal of Guarantors

Date ____

Address: