### LOK SABHA SECRETARIAT PARLIAMENT OF INDIA

## Tender for supply of 45 indoor Cell phone jammers

Sealed tenders in two bid system are invited from M/s ECIL and M/s BEL who are approved by Secretary (Security), Cabinet Secretariat, Government of India, for supply of indoor cell phone jammers. The tender is for supply, installation and maintenance of 45 nos. of indoor cell phone jammers in Parliament House Complex.

2. Technical Specifications and Terms & Conditions for supply of indoor cell phone jammers may be downloaded from the official website of Lok Sabha Secretariat http://loksabha.nic.in under the head "Tender".

3. The sealed tenders addressed to "The Joint Secretary (Security), Lok Sabha Secretariat, Room No. 108, Parliament House, New Delhi- 110001" will be received up to 1300hrs on 18-11-2016 in the tender box placed in the Parliament Reception Office, Raisina Road, New Delhi. The sealed Technical bids will be opened on 18-11-2016 at 1500 hrs in the presence of the bidders or their authorized representatives who may like to be present on the occasion with prior intimation to this secretariat on telephone No. 011-23034284 or Tele-fax No. 011-23035279 latest by 1330 hrs on 18-11-2016. Pre-bid meeting will be held with prospective bidders on 04-11-2016 at 1500 hrs.

4. The bidders are required to give working demonstration of their equipments within six weeks of intimation at Parliament House Complex, New Delhi. The bidding firms should bring a minimum of four indoor cell phone jammers offered by them in the tender during demonstration in order to test the effectiveness of these equipments in jamming the mobile phone/Wi-Fi signals at different locations having variable dimensions in Parliament Complex. Otherwise the demonstration will be deemed as incomplete and the equipment may be disqualified.

Additional Director (Technical)

#### TECHNICAL SPECIFICATIONS FOR INDOOR CELL PHONE JAMMER, 5W PER BAND

Туре	Wall mounted, compact & single unit					
Antennae	Omni directional or Directional Antennae, Externally mounted or concealed.					
<b>RF Power Output</b>	5 Watt per band					
Frequency Bands	СДМА					
	GSM900					
	GSM1800					
	UMTS 3G					
	LTE-TDD/4G					
	Wi-Fi and Bluetooth					
Display	LED for power ON/OFF indication of the system,					
Power Source	220 ±10% VAC					
Cooling System	Silent in-built air cooling fan or heat sink					
Operating Temperature	0°C to +45° C					
Warranty	Three years					
AMC	7 Years after warranty					

#### LOK SABHA SECRETARIAT PARLIAMENT OF INDIA

#### **TERMS & CONDITIONS FOR SUPPLY OF CELL PHONE JAMMERS**

- 01. Bids are invited from Govt. of India approved original manufacturers/Public Sector Undertakings for supply of 45 Nos. of cell phone jammers to Lok Sabha Secretariat, Parliament of India, New Delhi.
- 02. The offered models of jammers must be approved by Secretary (Security), Cabinet Secretariat, Government of India.
- 03. Bidder must state categorically whether or not his offer conforms to all the tender terms & conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- 04. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. No request for the change of price or time schedule of the delivery of stores shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 05. Bidders are advised to study the tender ducuments thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
- 06. Lok Sabha Secretariat reserves the right to relax any of the Terms and Conditions.
- 07. Bidders should not ask middlemen/agents/commission agents etc to represent their cause.
- 08. Conditional bids, Telex/Fax bids and incomplete bids will summarily be rejected.
- 09. Prices should be quoted in Indian Rupees and F.O.R Lok Sabha Secretariat.
- 10. The prices should be including of all taxes/duties, installation and commissioning charges. No tax/duty exemption certificates will be provided by Lok Sabha Secretariat.
- 11. The offers should be valid for 180 days from the date of opening of tender.
- 12. Bids must be accompanied with Bid Security (Earnest Money) of ₹6,75,000/- (Rupees Six lakh Seventy Five Thousand only) in the form of Demand Draft/ Fixed Deposit Receipt /Banker's Cheque or Bank Guarantee from any of the commercial banks drawn in favour of "Drawing & Disbursing Officer, Lok Sabha, New Delhi" in an acceptable form. The bid security should remain valid for a period of forty five days beyond the final bid validity period i.e., 180 days from the date of opening of tenders. No interest will be paid on Earnest Money. Bids not accompanied by Earnest Money will not be considered.

- 13. Bidder(s) registered with DGS&D and NSIC are exempted from furnishing bid security and to avail it, supporting certificate of registration with DGS&D and NSIC along with the list of registered items should be submitted with the bid.
- 14. Performance Security @10% of the contract value in the form of Account payee Demand Draft or Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a commercial bank in an acceptable form will have to be furnished by successful bidder within seven days after receipt of award of contract irrespective of their registration status with DGS&D/ NSIC etc.
- 15. The Performance Security should be valid for a period of sixty days beyond all contractual obligations including warranty and AMC obligations i.e. 10 years (3 years warranty and 7 years AMC period) from the date of final acceptance, installation and commissioning of the equipments. Performance Security will be released after satisfactory completion of warranty and AMC period.
- 16. Bid security (EMD) of the successful bidder will not be refunded until furnishing of the Performance Security as mentioned above.
- 17. Bid security of unsuccessful bidder(s) will be returned within 30 days after the award of contract of procurement.
- 18. The EMD/Bid Security shall be forfeited:
  - a. If a bidder withdraws his bid during the period of bid validity; or
  - b. In case the finally selected bidder, fails:
    - i. To sign the contract in accordance with terms and conditions of this tender.
    - ii. To furnish Performance Security.
  - c. If at any stage any of the information/ declaration is found false.
- 19. Bidder should seal the technical bid and financial bid in two separate covers superscribed as "Technical Bid" and "Financial Bid" respectively and should be placed inside a larger sealed cover superscribed as **"Tender for supply of cell phone jammers"**. EMD/Bid Security may be placed in the larger cover. In the Technical bid, the bidder must submit all the relevant details of alternative/optional items offered. In the Financial bid, price (item wise), rate of applicable taxes and charges should be mentioned separately for comparison and finding out L1 easily. The rates should be quoted as per Appendix-A.
- 20. Bidder(s) should ensure availability of after sales service and spare parts. All bidder(s) should give an undertaking that they would render after sales service and supply of spares throughout the declared life of the equipment i.e. ten years from the date of supply and commissioning. The firm should also provide complete operational training of the equipment to the concerned staff members of this secretariat at no extra cost.

- 21. The tender is for supply of new **cell phone jammers**. Only those firms who are in a position to give live demonstration of the equipments offered within four weeks of notice and deliver the equipments within eight weeks of signing of agreement between LSS should furnish their bids. The installation, testing and commissioning of the proposed system shall be completed within a period of two weeks after the delivery of the stores at Parliament of India premises or within a period of 10 (ten) weeks from the date of award of the contract whichever is earlier. Equipments supplied by the successful bidder will be inspected by authorized officials of Parliament Security Service, LSS and payment will be released only on the basis of their inspection certificate.
- 22. The successful bidder shall hand over to LSS the installation & operation manuals of the equipment at no extra cost.
- 23. If the supplier fails to perform any of the services of contract within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct from the Performance security, by way of penalty, a sum equivalent to two (2) % of cost of the equipment per week (part of a week being treated as full week) of delayed delivery or unperformed service until actual delivery or performance, up to a maximum deduction of 100% of cost of the equipment(s). In the event of delay in performing any of the services of contract more than 10 weeks, the firm shall be debarred from taking part in future tenders of LSS.
- 24. Bidders should supply technical literature/ manual of the equipment(s) and list of customers with their detailed addresses.
- 25. Bidder(s) should quote on their letter pads. Supporting documents/certificates in respect of VAT/Sale Tax/Service Tax Registration No. should be submitted with the bids.
- 26. Successful bidder shall have to enter into an agreement with Lok Sabha Secretariat within 21 days of issue of letter of acceptance. The agreement shall contain technical specifications, installation time schedule, payment schedule, warranty, AMC after warranty and penalty for delay in completion or violation of terms and conditions.
- 27. The Bidder may also submit buyback offer for 27 sets of jammers (47 individual units) "as is where" on basis. The details of the jammers proposed under buy-back are tabulated below:

a) Datails of 12 gats of 2C & 3C Jammars (nowar output 10W nor hand)
<u>a) Details of 12 sets of 2G &amp; 3G Jammers (power output 10W per band)</u> (32 individual units, each unit with a panel antenna & low loss cable):-
(52 mulvidual units, cach unit with a panel antenna & 10w 1055 cable)

SI. No.	Model No./Ser. No.	Туре	Date of purchase	Operational Status	No. of individual units
01	i) GD921AM1/S1	GSM	22/03/2001	OK	04 Nos.
	ii) GD921AM2/S1	CDMA	22/03/2001	OK	
	iii) GD182AM1 /S1	EX-GSM	24/12/2002	OK	
	iv) GD202PM1/05	UMTS (3G)	22/05/2009	OK	
02	i) GD921AM1/S2	GSM	22/03/2001	OK	04 Nos.
	ii) GD921AM2/S2	CDMA	22/03/2001	OK	
	iii) GD182AM1 /S2	EX-GSM	24/12/2002	OK	
	iv) GD202PM1/02	UMTS (3G)	22/05/2009	U/S	

Sl. No.	Model No./Ser. No.	Туре	Date of purchase	Status	No. of individual units	
03	i) GD921AM1/S3	GSM	22/03/2001	OK	04 Nos.	
	ii) GD921AM2/S3	CDMA	22/03/2001	OK		
	iii) GD182AM1 /S3	EX-GSM	24/12/2002	OK		
	iv) GD202PM1/03	UMTS (3G)	22/05/2009	OK		
04	i) GD921AM1/S4	GSM	22/03/2001	OK	04 Nos.	
	ii) GD921AM2 /S4	CDMA	22/03/2001	OK		
	iii) GD182AM1 /S4	EX-GSM	24/12/2002	OK		
	iv) GD202PM1/04	UMTS (3G)	22/05/2009	OK		
05	i) GD132AM1 /S1	2G (3-in-1)	24/12/2002	U/S	02 Nos.	
	ii)GD202PM1/S1	UMTS (3G)	22/05/2009	U/S		
06	i) GD132AM1 /S2	2G (3-in-1)	2G (3-in-1) 03/11/2003 OK			
	ii) GD202PM1/06	UMTS (3G)	02/06/2009	OK	7	
07	i)GD132PM1 /09	2G (3-in-1)	11/03/2008	OK	02 Nos.	
	ii)GD202PM1/07	UMTS (3G)	02/06/2009	OK		
08	i)GD132PM1 /10	2G (3-in-1)	23/01/2008	OK	02 Nos.	
	ii)GD202PM1/08	UMTS (3G)	02/06/2009	ОК		
09	i)GD132PM1 /11	2G (3-in-1)	20/02/2008	OK	02 Nos.	
	ii)GD202PM1/09	UMTS (3G)	18/06/2009	OK		
10	i)GD132PM1 /12	2G (3-in-1)	18/01/2008	OK	02 Nos.	
	ii)GD202PM1/10	UMTS (3G)	18/06/2009	OK		
11	i)GD132PM1 /13	2G (3-in-1)	24/03/2008	OK	02 Nos.	
	ii)GD202PM1/11	UMTS (3G)	18/06/2009	OK		
12	i)GD132PM1 /14	2G (3-in-1)	25/02/2008	OK	02 Nos.	
	ii)GD202PM1/12	UMTS (3G)	18/06/2009	U/S		
Total	no. of individual units	• • • •	·		32 Nos.	

#### b) <u>Details of 15 sets of 4-In-1 Portable Jammers (power output 2.5W per band)</u> (15 individual units each with four Omni directional antennae, an AC adaptor & a power cable)

SI. No.	Model No.	Туре	Date of purchase	Operational Status	No. of individual
					units
01	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
02	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
03	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
04	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
05	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
06	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
07	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
08	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
09	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
10	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
11	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
12	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	OK	01
13	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	U/S	01
14	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	U/S	01
15	Model: CTX-JXB	2G & 3G (4-in-1)	11/01/2012	U/S	01
Total	no. of individual units		•		15 Nos.

Total no. of individual units proposed under buy-back is (a) + (b) = 47 units OR (27 sets jammers for 2G & 3G bands)

#### 28. <u>Guaranty/Warranty</u>

- i. The supplier shall provide on-site warranty for three years. The period of comprehensive onsite warranty will commence from the date of installation, testing, commissioning, handing/taking over and satisfactory functioning of the system certification by the authorized officials of PSS.
- ii. The suppliers should preferably have a maintenance base in Delhi to provide maintenance service, of the system being offered, efficiently and promptly.
- iii. If the performance of equipment fails to meet the contract specifications then the same shall be replaced by the supplier free of cost during the terms of warranty period within the time stipulated by the Lok Sabha Secretariat.
- iv. Guaranty / Warranty will be comprehensive i.e. inclusive of all spare parts/consumables if any.
- v. Breakdown has to be attended within two hours of complaint.
- vi. In case of major defects requiring the defective equipment to be taken to supplier's workshop, a suitable working substitute unit will have to be provided by the supplier. The to and fro transportation of the equipment will be responsibility of supplier.
- vii. Preventive Maintenance will be carried out once in every 03 (three) months.

#### 29. Full Service Maintenance Agreement (FSMA) or AMC:

a) AMC will be comprehensive i.e. inclusive of all spare parts, re-chargable batteries and consumables, if any.

b) Bidder(s) should quote for AMC for a period of seven years. For calculation of AMC, cost of installation and commissioning should not be included. Total order value of AMC may be given as per Appendix 'B'.

c) The AMC charges would also be considered as a criterion for deciding the lowest bidder. AMC period will start after expiry of Guaranty/ Warranty period. Payment of AMC charges will be made on half yearly basis after completion of each half year and submission of bill for that period, subject to the supplier rendering the maintenance services efficiently and to the complete satisfaction of the purchaser for the said half year.

d) No advance payment will be made for AMC.

#### e) Penalty clause:

#### i) **Response time after information** – Within two hours.

ii) **Maximum time for repair** – Two days. AMC charges of the delayed period will not be paid if the delay is more than 6 hours from the specified time limit on pro-rata basis. No penalty will be deducted if the supplier replaces the defective unit with a working substitute of equivalent configuration within the stipulated time. However, the original defective unit should be repaired and returned to LSS within a reasonable time period.

iii) **Penalty:** If the supplier fails to repair/replace the equipment within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct either from the AMC charges or from the Performance Security by the way of penalty, a sum equivalent to 2% (two percent) of the **cost of the equipment** per week (part of week being treated as full week) of delayed service until actual performance, up to maximum deduction of 100% of the cost of the equipment(s) including non-payment of pro-rata maintenance charges for the period during which the machine(s) remains non-functional. The penality shall be deducted first from the AMC charges payable. In case AMC is not available then penalty shall be deducted from the performance security. In the event of delay in performing any of the services of the contract for more than 10weeks, the firm shall be debarred from taking part in future tenders of LSS.

f) If the supplier fails to repair or replace the defective equipment, Lok Sabha Secretariat (LSS) will be free to get it repaired/ replaced from the market and its cost will be adjusted from the Performance Security or outstanding dues of the supplier.

g) Supplier will have to enter into agreement with Lok Sabha Secretariat regarding permissible down time during warranty/AMC period and penalty for delay in maintenance services.

# 30. Sealed Tenders super scribing "<u>Tender for cell phone jammers</u>" complete in all respects and addressed to <u>The Joint Secretary (Security)</u>, Lok Sabha Secretariat, Room No.108, <u>Parliament House, New Delhi-110 001</u> should reach this Secretariat <u>latest by 1300hrs on 18-11-2016.</u>

- 31. A pre-bid meeting with the prospective bidders will be held in the Office of the Additional Director (Technical), Lok Sabha Secretariat, Parliament House, New Delhi-110001, at 1500hrs on 04-11-2016 for clarifying the doubts if any at one time. Clarifications given in the pre-bid meeting shall be uploaded on Lok Sabha homepage on the next working day which shall be binding for all prospective bidders. No separate correspondence shall be made with prospective bidders in this regard.
- 32. At the first instance only Technical bids will be opened **at 1500hrs on 18-11-2016** in the Office of the Additional Director (Technical), Lok Sabha Secretariat, Room No.47, Parliament House, New Delhi-110001 in the presence of bidder(s) or their representatives who desire to be present at the occasion with prior intimation to A.S. Wing (Phone: No. 011-23034284) **latest by 1330** hrs on 18-11-2016.
- 33. After evaluation of the technical bids, shortlisted bidder(s) will be intimated. The short listed bidder(s) would be required to give the live demonstration of the equipment in Parliament House Complex at their own cost. The decision of the Technical Committee on the technical suitability of the offer shall be final and shall not be open for discussion.

- 34. The financial bids of the only technically qualified bidder(s) will be opened in the office of P&AO, Parliament House Annexe, New Delhi in presence of bidder(s) or their representative, if they desire so. The date and time of opening of financial bids will be intimated to the short listed bidder(s).
- 35. Prices after adding AMC charges for seven years and deducting buyback price of old jammers will be considered for deciding L-1. (Appendix B)
- 36. The payment towards procurement and installation etc. shall be made only after installation, commissioning, integration, handing/taking over of the equipment(s) and satisfactory performance certification by PSS. All bills shall be raised in Indian rupees and payments shall also be made in Indian rupees.
- 37. The commissioning or installation shall not be deemed to have been completed unless all the systems are accepted by the LSS. After commissioning or installation an acceptance test will be carried out by technical committee at the location of installation and the equipment that meets the acceptance test will only be accepted.
- 38. The Secretariat reserves the right to vary the quantities and /or split the order among the selected bidder(s) along with right to relax technical specifications and terms & conditions.
- **39**. The secretariat reserves the right to accept or reject any or all tender(s) without assigning any reason whatsoever at any stage of the procurement process.
- 40. Disputes, if any, emanating from the resultant contract will be interpreted under the Indian Laws. All disputes shall be subject to jurisdiction of courts of Delhi only.
- 41. Force Majeure: The Contractor shall not be liable for forfeiture of its performance security, liquated damages or termination for default, if the delay in performance or other failure to perform its obligation under the contract is a result of an event of Force Majeure. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. Lok Sabha Secretariat will decide whether delay or failure on the part of the supplier was the result of an event beyond his control or not. The decision of Lok Sabha Secretariat in this regard shall be final and binding on the supplier and will not be open to question before any court/forum in any proceedings.
- 42.

Appendix-A

1	2	3	4	5	6	7	08	09
S. No.	Item description	Unit price (₹)	Applicable taxes	Applicable duties	Installation charges	Commissioning charges	Total price	Remarks

# Appendix-B

		1	2	3	4	5	6	7	8	9	10	11	12
S. No.	Item descri ption	Total price (As per Col.8 of Appendix A)*	AMC 1 <sup>st</sup> year	AMC 2 <sup>nd</sup> year	AMC 3 <sup>rd</sup> year	AMC 4 <sup>th</sup> year	AMC 5 <sup>th</sup> year	AMC 6 <sup>th</sup> year	AMC 7 <sup>th</sup> year	Total of (2 to 8)	Buy back price (if applicable)	Grand Total [(Col.1 - 10) + 9]	Remarks
1													
2													
3													
Total													

\*For calculation of AMC, taxes, duties, cost of installation and commissioning should not be included.