

REQUEST FOR PROPOSAL

For

SUPPLY OF TELEPHONE CALL INTERCEPTION SYSTEM (TCIS) FOR STATE/UT SPECIAL BRANCHES

**POLICE MODERNISATION DIVISION
MINISTRY OF HOME AFFAIRS, GoI
JAISALMER HOUSE
NEW DELHI – 110 011**

www.mha.gov.in

Tel. : 011-23386764

TENDER NOTICE

**GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
(Police Modernisation Division)
Jaisalmer House, New Delhi 110 011
(Grih Mantralaya/ Bharat Sarkar)
(Tele/Fax No. +91-11-23386764)**

No. D/21013/30/3238/29.4.11/TCIS/MHA(PW)

Dated, the 29th April 2011

Subject: Procurement of a Telephone Call Interception System (TCIS)

Director (Procurement), Police Modernisation Division, Ministry of Home Affairs, Government of India New Delhi for and on behalf of the President of India invites proposals from Indian System Integrators/ original equipment manufacturers or, in the case of a sole authorized agent of an original equipment manufacturer, for such agency under the two bid system (Technical and Commercial Bids) in the prescribed form for the procurement of following items as per details given below. Sealed proposals duly completed are required to be submitted by 1600 hrs on **16th June 2011** to the Director (Procurement) in the same office and pre-qualification bids will be opened in the presence of bidders at 1630 hrs on the same day at office of the Director (Procurement), Police Modernisation Division, Jaisalmer House, New Delhi 110 011. A **pre-bid meeting** has been scheduled on **19th May 2011 at 15:00 hours** at the undersigned's office mentioned above. Bidders are requested to submit sealed tender well before the closing time of receipt on the date of opening of tender to avoid last minute rush and disqualification.

Description of Items

Sl. No	Name of Store	Quantity
1	Servers, PCs, LAN equipment, Scanners, UPS, Routers and Switches and cables for integration	Please see the bid document for further details
2	Application Software for the Telephone Call Interception System	
3	DG Set	
4	2 Mb leased lines for network connectivity	

Other Details

Sl. No	Reference Number	Specification	Earnest Money Deposit	Date& Time of receipt/opening of Tender
1	D/21013/30/3238/29.4.2011/TCIS/MHA(PW)	As per Bid Document	Rs 240 lakhs (Rupees Two Hundred	Time and date of receipt of tender 16th June 2011 by 1600 hrs.

			&Forty Lakhs) which is mandatory	Time and Date for opening of Pre-Qualification Bid is 16th June 2011 by 1630 hours Time and date of opening of technical bid is 11th July by 1200 hrs Opening of Financial bid by 1st August'2011
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2. All firms who are not registered with DGS&D / NSIC for the specifications of subject stores shall be required to deposit Earnest Money as mentioned above along with their technical offer in the prescribed format.
 3. As per Govt. policy, State Enterprises are not exempted from depositing Earnest Money Deposit, Purchase / price preference, if any, will be allowed as per policy of the government.
- ii) This Bid document contains Terms of Reference covering the Scope of Work, Terms and Conditions for the proposed Assignment and Supplementary Information and Instructions to Bidders for formulation and submission of proposals.
 - iii) The Police Modernisation Division reserves the right to alter any or all conditions and terms specified in this bid document. The terms and conditions governing the proposed assignment are not exhaustive and additional conditions, as may be mutually accepted, will be included in the Contract Agreement in accordance with MHA guidelines and related legal issues, if any.
 - iv) The Bidders are free to make suggestions in their offer, in addition to the specified Scope of Work or Methodology, to meet the objectives of the proposed Project.
 - v) A Pre-bid meeting of all the Bidders will be held at 03.00 PM on 19th May 2011 at Conference Room, Jaisalmer House, New Delhi-110001. Queries raised in the meeting will be replied through Minutes of Meeting which will be enclosed along with the Revised RFP. Decisions taken on the issues raised in pre-bid meeting by Competent Authority will be applicable Mutatis Mutandis.
 - vii) At any time before the submission of proposals, MHA may, for any reason, whether at its own initiative or in response to a clarification requested by the consulting firm, carry out

amendment(s) to the Documents. The amendment will be notified in writing to all Bidders and will be binding on them. The MHA may at its discretion extend the deadline for the submission of proposals. The contractual obligations shall be as per the terms and conditions laid down in the Contract Agreement to be entered into with the successful bidder at a later stage.

viii) It may be noted that (i) the costs of preparing the proposal and of negotiating the contract, including visits to the IB office, are not reimbursable as a direct cost of the assignment; and (ii) the MHA is not bound to accept any of the proposals submitted.

ix) The Selected Bidder is expected to commence the Assignment on the date specified in the Contract Agreement.

You are requested to submit your proposal by 16th June 2011 (16.00 Hours).

4. The detailed particulars and tender form are enclosed. Additional queries and enquires can be made to: M H Ansari, Director (Procurement), MHA at +91-11-23386764 (landline).

5. For above notice and more details about at www.mha.in

Yours faithfully

(M H Ansari)
Director (Procurement), MHA
For and on behalf of the President of India.

Enclosed:

- 1) Bid Document

Copy forwarded to:-

1. Dy. Sec. (PP&IT), MHA, North Block, New Delhi-110 001 for information and necessary action.

SECTION I
INVITATION FOR BIDS

TELEPHONE CALL INTERCEPTION SYSTEM (TCIS)

1. Project summary

The Intelligence Bureau has taken up a scheme of modernisation of the Special Branches of the States. One of the requirements is the setting up of a Telephone Call Interception System (TCIS) in the each service provider who has been licensed for the State to legally monitor the calls as and when required. The TCIS is needed in 30 (thirty) locations all over India i.e in each state/UT headquarter. The requirement is for system integrator of the hardware, software, networking requirements and who has previously implemented TCIS application software which is COTS by nature.

2. Project Background: It is proposed to set up a Communications Monitoring facility at all the State capitals with facilities to monitor Voice Calls, SMS & MMS, GPRS and FAX communications on Landlines (PSTN), CDMA and GSM networks. The system across all the States need to be compatible and interoperable. The selected vendor is expected to Supply, install, test and commissions the Communications Monitoring facility at all the State capitals, on turnkey basis.

3. Invitation

3.1 On behalf of the Police Modernisation Division having its office at Jaisalmer House, New Delhi-110011, hereby invites proposals from Vendor/ bidder for the Telephone Call Interception System to meet the requirements set out in this Request for Proposal (RFP).

3.2 The Vendor/bidder desirous to take up the project for Telephone Call Interception System are requested to give technical and commercial proposals in accordance with the terms and conditions contained herein

4. Guidelines for Vendors/Bidders

4.1 Instructions to Vendor/Bidder

Bidders are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in Section II of the Bid Document should be submitted to the "MHA" not later than the date and time laid down, at the address given in Para 4.6 '**General Instructions**' of this section of the Bid Document.

4.2 Project Completion Time

Project should be completed within six months. Installation and implementation of hardware and software will be coordinated through the State DGP IT cell. **Vendor/bidder quoting implementation time beyond six months will not be considered for further processing and will be summarily rejected.**

4.3 Bid Security Value

4.3.1 A Bid Security of Rs. 240 lakhs (Rupees two hundred and forty Lakhs only) by way of demand draft or pay order in favour of CCA MHA, payable at New Delhi or in the form of a Bank guarantee issued by a nationalized/scheduled Bank located in India, in the format provided in Section-VI of the bidding document and valid for 180 (90 days should be enough) days beyond the validity of the bid.

4.3.2 The bid security shall not bear any interest.

4.4 Eligibility criteria

4.4.1 The Vendor/bidder must have Physical presence in India either directly or through their subsidiary or branch or a Joint Venture. Please indicate the name, the legal status, place of registration and principal place of business of the company and furnish necessary documents in this regard viz. Memorandum and article of Association, Joint Venture agreement, etc.

4.4.2 The vendor should be registered with the Service Tax/Sales Tax Departments. Please enclose attested copy of the Service Tax/Sales Tax Registration number.

4.4.3 The implementation, support and documentation processes of the Vendor/bidder shall be certified to either ISO 9001:2000 or SEI CMMI Level 5.

4.4.4 The vendors minimum annual turnover should not be less than Rs. 100 crore per annum from the IT consultancy and IT support services during each of the last three financial years ending 31st March of the previous financial year i.e. 2007-08, 2008-09, and 2009-10. Audited Financial Statements for the Past 3 Financial Years to be enclosed.

4.4.5 Vendor/bidders responding to this RFP must be able to substantiate their financial stability to execute this project by submitting solvency certificate upto the value of Rs.15 crores.

4.4.6 The vendor/bidder must have supplied, installed and implemented similar solution viz. document management solutions/portals with workflows in at least one organization in the last 2 years ending last day of month previous to the one in which applications are invited out of which one should be a Govt. agency including Central Public Sector Enterprises/Public Sector Banks. The vendor should furnish certificates/testimonials in support of providing similar service satisfactorily in the last 2 years. The solution should cover the entire Organization and not be restricted to individual departments. The Purchases reserves the right to verify the veracity of the certificates, if required, by even visiting sites of the clients to satisfy themselves. The vendor will be responsible for organizing the site visit. Purchaser shall bear the expenses for site visit for the evaluation team excluding the expense for the vendor team.

4.4.7 The vendor should not have been blacklisted by central /state government departments/organizations for financial, disciplinary or civil actions.

Note: Vendor/bidder has to submit the documentary evidence substantiating the above eligibility criteria.

4.5 Brief Scope of Work

To implement the telephone call interception system for the states and UTs. The detailed scope is given in **Section V** of the Bid Document.

4.6 General Instructions

4.6.1 Three bid process will be followed i.e. the bidder will have to submit prequalification, technical and financial bids in three separate envelopes and all the three bids are to be placed in one bigger envelop and must be put in the **tender box** meant for the purpose, at the below mentioned address. The envelope containing prequalification bid will be opened first. The Technical Bids of only those bidders will be opened who are prequalified. The Financial Bid of only those bidders will be opened whose Technical Bid is cleared and accepted.

4.6.2 The prequalification bid must be accompanied by a bid security as specified in the Bid Documents.

4.6.3 MHA reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever.

4.6.4 MHA reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof.

4.6.5 Before bidding, the Bidders are requested to carefully examine the bidding documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity and / or discrepancy between any of the bidding documents they should forthwith refer the matter to MHA for necessary clarifications.

4.7 The bidding documents may be obtained and submitted as under:-

4.8 Bid Data Sheet:

Clause No. Of Data Sheet	<u>Particulars</u>	<u>Details</u>
1	Tender Document No.	D/21013/30/3238/29.4.2011/TCIS/MHA(PW)
2	Date of issue	29/04/2011
3	Name of Purchaser	Police Modernisation Division, Ministry of Home Affairs, Jaisalmer House, New Delhi-110001.
4	Name of the Assignment/ job is:	Supply of TCIS for the State Special Branches in 30 locations
5	Bid Document Price (Non-Refundable)	Rs.5000 (Rupees Five Thousand only) payable at New Delhi by way of DD/Pay Order in favour of Under Secretary (Cash), Ministry of Home Affairs payable at New

		Delhi. Where the bid document is downloaded from the website, the DD/Pay Order should be submitted along with the prequalification bid.
6	Clarifications may be requested not later than [Insert number] days before the submission date. The address for requesting clarifications is: Facsimile: E-mail:	Not more than 5 (five) days before the bid submission date. Shri M H Ansari Director (Procurment) Police Modernisation Division Jaisalmer House New Delhi-110011 Tele. #: 011-23386764. Fax. #: 011-23386764.
7	A pre-proposal meeting will be held: Yes[If yes, indicate date, time and venue] No	Yes at 3:00 PM on 19th May 2011 at Conference Room, Jaisalmer House.
8	Last date and time and address for receipt of bids Date Time Address	16 th June 2011 at 4.00 PM, Director (Procurement), Jaisalmer House, MHA
9	Date, time and address for opening of prequalification bids Date Time Address	16 th June 2011 at 4.30 PM Director (Procurement), Jaisalmer House, MHA
10	The Purchaser will provide the following inputs and facilities:	The State IB will provide facilitate the implementation in the State HQ at the service providers end.
11	Proposals must remain valid [Insert number: normally between 60 and 90 days] days after the submission date, i.e. until: [Insert date]	180 days
12	The Purchaser's representative is: Address: Telephone: Facsimile: e-mail:	Shri M H Ansari Director (Procurment) Police Modernisation Division Jaisalmer House New Delhi-110011 Tele. #: 011-23386764. Fax. #: 011-23386764.
13	The formats of the Technical and Financial Proposal to be submitted are:	Schedule V to the Bid Document

14	Bidder to state the cost in Indian Rupees:	Yes.
15	Evaluation Criteria	Least cost basis.
16	Method of Selection	Least Cost Based Selection (LCBS)
17	Address for negotiations	Shri M H Ansari Director (Procurment) Police Modernisation Division Jaisalmer House New Delhi-110011 Tele. #: 011-23386764. Fax. #: 011-23386764.
18	Expected date for commencement of consulting Assignment/ job [Insert date] at: [Insert location]	August 2011
19	Location for performance assignment / job	30 locations which are HQ of States and UTs

SECTION II
INSTRUCTIONS TO THE VENDORS / BIDDERS

INSTRUCTIONS TO VENDOR/BIDDER (ITB)

1. The Bidding Documents

1.1 Cost of preparation and submission of Bid

The Vendor/bidder shall bear all costs associated with the preparation and submission of its bid and MHA hereinafter referred to as "the Purchaser", will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The Purchaser is not liable for any cost incurred by vendor/bidder in replying to this RFP.

1.2 Content of Bidding Document

1.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes project summary, project description, application standards and specifications summary, eligibility criteria, instruction to vendor/bidder (ITB), conditions of contract, Technical Bid, Financial Bid, etc. The vendor/bidder must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.2.2 The Vendor/bidder is expected to examine all instructions, statements, Forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the vendor/bidder risk and may result in rejection of his bid. While the Purchaser has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for vendor/bidder. Furthermore, during the RFP process, the Purchaser has disclosed or will disclose in the RFP and addendum(s), as applicable, available information relevant to the Work to the extent, detail, and accuracy allowed by prevailing circumstances. The Purchaser shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any addenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any addendum is intended to relieve vendor/bidder from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addendum, as applicable.

1.2.3 **Addenda:** Any clarification issued by the Purchaser will be in the form of an addendum, a copy of which will be forwarded to all known potential vendors/bidders.

1.2.4 **Confidentiality:** The contents of this RFP and the supporting documentation are confidential to Purchaser and are provided solely for the purpose of response to the RFP and will be governed by the **Non-Disclosure Clause**.

1.2.5 **Confidentiality of records:** Respondents must identify each portion of their proposals which they deem confidential. Respondents must provide justification of what material, upon request, should not be disclosed by MHA.

2. Clarification of Bidding Documents

2.1 A prospective Vendor/bidder requiring any clarification of the bidding documents may notify the Purchaser in writing by e-mail followed by confirmatory letter/fax. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than five days before the last date of receipt of tenders. These queries will be discussed during pre-bid conference scheduled on 19th May 2011. Thereafter, written copies of the Purchaser's response will be sent to all prospective vendor/bidder and will also be published in MHA's web site.

2.2 No requests for clarification will be accepted by telephone.

2.3 If a Vendor/bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor/bidder should immediately notify to the Purchaser of such error and request modification or clarification of the RFP document, which modification/clarification shall be at the sole discretion of the Purchaser.

3. Amendment of Bidding Documents

3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor/bidder, modify the bidding document by amendment.

3.2 All prospective vendor/bidder, who have purchased the Bidding Document by payment of the applicable fees or who have attended the pre-bid meeting, will be notified of the amendment in writing or by fax or by email or by publishing in the web-site of the MHA and such amendment will be binding on them.

3.3 In order to allow prospective vendor/bidder a reasonable time to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

4. Preparation of Bids

4.1 Language of Bid

The bid prepared by the Vendor/bidder, as well as all correspondence and documents relating to the bid exchanged by the Vendor/bidder and the Purchaser shall be written in English language.

4.2 Local Conditions

4.2.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Buyer/Purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions.

4.2.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Buyer/Purchaser. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Buyer/Purchaser, which are based on the lack of such clear information or its effect on the cost of the solution/system to the vendor/bidder.

4.3 Documents Constituting the Bid

The bid prepared by the Vendor/bidder shall comprise the following components:

4.3.1 Prequalification Bid - Details / documents establishing the qualification of the vendor/bidder as per clause 4.4 of Section-I, Eligibility Criteria and the Bid Security/ Earnest Money Deposit (EMD) accordance with ITB Clause 4.3 of Section-I in the form specified in the bid document.

4.3.2 Technical Bid - Technical Bid will comprise of a Covering Letter as per Format, Application Standards and Specifications Summary, Bill of Material (without price), Technical Details, Service Support Details, Training Details, Technical Support Details, and an undertaking to provide Performance Security. This should also contain a Masked Price Bid i.e. a copy of Financial Bid without mentioning the price. The bidder shall mark under price column as 'xx' as a confirmation that he has quoted against that particular item". Any item left out will be deemed to be included in the price of

other items/system. Under no circumstances the bidder will be allowed to subsequently quote for the left out items. A template for the Masked Price Bid is provided in Section VI.

- a) An undertaking that the vendor/bidder has obtained/will obtain all statutory, regulatory and other approvals, consents and no-objections required for the performance of the due performance of the contract for a period of 5 years.
- b) An undertaking from the vendor/bidder that the vendor/bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable to the Purchaser.

4.3.3 Financial Bid - Financial Bid will comprise of a Covering Letter as per Format, Price Schedule. Price Schedule should be completed in accordance with ITB. The financial bid should be for total cost of ownership for 5 years.

4.3.4 All the three bids, the prequalification bid, the technical bid and the financial bid should be submitted in **three separate sealed envelopes** with the names "Prequalification Bid – **Supply of TCIS for the State Special Branches**", "**Technical Bid - Supply of TCIS for the State Special Branches** " and "**Financial Bid - Supply of TCIS for the State Special Branches** " marked legibly on the top of the envelope respectively.

4.4 Bid Prices

4.4.1 The Vendor/bidder shall indicate on the Price Schedule the unit prices and total bid prices of the systems, components and the services it proposes to provide under the Contract.

4.4.2 The bidder shall give the total composite price inclusive of all levies and taxes, i.e. customs duty, sales tax/VAT, service tax & excise, packing, forwarding, freight and insurance etc. but excluding Octroi / Entry tax, which will be paid extra as per actuals, wherever applicable. The basic unit price and all other components of the price need to be individually indicated. Prices of incidental services should also be quoted.

4.4.3 The price quoted shall remain fixed during the entire period of the contract and shall not be subject to any variation on any account except those specified herein. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4.4.4 Discount, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Conditional discounts shall not be considered for evaluation of bids.

4.4.5 The tender will be evaluated and decided on the basis of 'all inclusive lowest prices' offered by the tenderers. The all inclusive charges shall comprise of basic price, excise duty/customs duty, sales tax/VAT, service tax, freight, insurance, packing & forwarding, installation, commissioning, AMC charges, etc.

4.4.6 The prices quoted should be written both in figures and words. In case of any discrepancy between the rates quoted in figures and words, the rate on which the amount has been worked out shall be taken as correct. If the amount of an item is not worked out or it does not correspond with the rate written either in figure or in words, then the rate quoted in words shall be taken as correct. Where the rates quoted in figures and words tally but the amount is not worked out correctly, the rates quoted will be taken as correct and not the amount. If the vendor/bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

4.5 Licensing Requirements

Purchaser prefers to have a Enterprise License with unlimited users and no territory restriction and the term users will include Employee of the Purchaser or its affiliate agencies like State IBs, agents and other field forces and such others that the Purchaser may authorize. Please indicate clearly the

Licensing requirements wherever applicable and the financial implication of the same on the total cost of ownership.

4.6 Pricing Requirements

4.6.1 The total project cost must be broken down by each deliverable item. Deliverable costs should include, but not limited to the following:

- a. Core software licenses - the cost per user, number of concurrent users, or by site.
- b. Optional software modules - the cost per user, number of concurrent users, or by site for option add-on modules of the software. The vendor must make a recommendation regarding which optional software modules, are appropriate based on the size, scope and objective of the project.
- c. Software maintenance fees - the cost of annual software maintenance fees. The software maintenance fees should include upgrade cost and helpdesk fees.
- d. Implementation services - Cost for installing and configuring the system, performing any necessary customization etc.
- e. Training: Costs for onsite training, offsite training or e-learning modules. The training cost should be supported by a plan for each training with details of training type, training description, number of trainings, duration of each training session, number of trainees per training session, e-learning modules/training material provided etc.
- f. Travel and expenses - This will not be paid separately. The customization, training and implementation cost should cover travel and expenses including travel costs, training cost (hour or daily expense), any per-diem cost for meals, hotels and mileage cost per km and expenses for onsite implementation services (e.g. rentals, etc).
- g. Copyright: MHA would hold the rights to the customized software.
- h. Other cost: List any miscellaneous costs that involve customization fees, new development fees, updating versions, or any other costs not already included elsewhere in the proposal. All such costs shall be loaded in the evaluation of price bids.

4.6.2 The list mentioned above is not exhaustive and the vendor/bidder is expected to also give a similar break-up of any other components of the solution that are not covered here.

4.6.3 Furnish the Types of Software and Licenses offered.

4.6.4 The vendor/bidder shall, in relation to all offered software, describe the types of software licenses required/offered. The vendor/bidder(s) shall state, for all offered software, the identification number and release date of the offered version. The release dates of previous versions shall also be stated.

4.6.5 In the event of third-party software products being incorporated in or forming part of the Solution, either as its main engine or under a run-time or other subsidiary license, the vendor/bidder shall warrant that the software has been procured by the vendor/bidder under valid licenses from the relevant intellectual property right owners of such software.

4.6.6 The vendor/bidder further warrants that they possess with a legal right to use the software under such licenses, in terms set out under any relevant license or sub-license agreement. The vendor/bidder will indemnify the Purchaser for any and all costs that may arise out of the use of software, in which it is alleged that any rights of the owners of such software have been infringed.

4.6.7 Any software customized/developed by the bidder as part of the solution during the project period, the IPR should be completely held by the Purchaser.

4.6.8 The vendor/bidder will ensure that the hardware and software work on the following network bandwidth requirements.

Server to Server network bandwidth	- 1Gigabytes/sec minimum
Client to Server network bandwidth	- 100 Megabytes/sec minimum

Extranet client to server network bandwidth - 128 Kbps minimum

4.6.9 The exact technical specifications to house the hardware for main and DR systems should be clearly spelt out by each solution provider. The space for hosting this will be decided in consultation with NIC.

4.7 Bid Currencies

Prices shall be quoted in Indian Rupees only.

4.8 Documents establishing solution Conformity to Bidding Documents

4.8.1 The following documents must accompany the response to this RFP:-

- a) The Vendor/bidder shall furnish, as part of its technical bid, documents establishing the conformity to the bidding documents of all systems and services, which the Vendor/bidder proposes to supply under the contract.
- b) The documentary evidence of conformity of the systems and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

A detailed description of the essential technical and performance characteristics of the systems;

- A detailed description of technical architecture along with the diagrams.
- Providing of continuous technical assistance.
- A list giving full particulars, including available support necessary for the proper and continuing functioning of the system for a period of 5 years, following commencement of the use of the system by the Purchaser;
- An item-by-item commentary on the Purchaser's Specifications, demonstrating substantial responsiveness of the proposed solution to those specifications. Any deviations or exceptions to the provisions of the Technical Specifications will not be accepted.
- A confirmation that, if the Vendor/bidder offers systems and/or other software manufactured by another company, such software operates effectively on the system offered by the Vendor/bidder; and the Vendor/bidder is willing to accept responsibility for its successful operations;
- A confirmation that the Vendor/bidder is either the owner of Intellectual Property Rights in the hardware and the software items offered, or that vendor/bidder has proper authorization from the owners to offer them.

4.8.2 Willful misrepresentation of these facts will lead to the cancellation of the contract without prejudice to other actions that the Purchaser may take.

4.8.3 All the submissions, including any accompanying documents, will become property of the Purchaser. The vendor/bidder shall be deemed to license, and grant all rights to the Purchaser, to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of submission to other vendor/bidder and to disclose and/or use the contents of submission as the basis for RFP process.

5. Bid Security

5.1 The Vendor/bidder shall furnish, as part of its bid, a bid security of the amount of Rs.240 lakhs (Rupees Two Hundred and Forty Lakhs only).

5.2 The bid security shall be in Indian Rupees and shall be by way of demand draft or pay order in favour of CCA MHA payable at New Delhi or in the form of a Bank guarantee issued by a

nationalized/scheduled Bank located in India, in the format provided in Section-V of the bidding document and valid for 45 days beyond the validity of the bid.

5.3 Any bid, not accompanied with the bid security will be rejected by the Purchaser as non-responsive.

5.4 Unsuccessful vendor/bidder's bid security will be discharged/returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by the Purchaser. Purchaser will not be liable for any delay beyond 60 days as aforesaid and no claim for delayed interest will be allowed.

5.5 The successful vendor/bidder's bid security will be discharged upon the Vendor/bidder signing the Contract and furnishing the performance security, in the form and manner as described in the bid document.

5.6 The bid security may be forfeited: If a

Vendor/bidder

- (i) . Withdraws or modifies its bid during the period of bid validity specified by the Vendor/bidder on the Bid Form; or
- (ii) . In case of a successful vendor/bidder, if the Vendor/bidder fails to sign the Contract or fails to furnish performance security.

6. Period of Validity of Bids

6.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. The Purchaser shall reject a bid valid for a shorter period, as non-responsive.

6.2 In exceptional circumstances, the Purchaser may solicit the Vendor/bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by fax). The validity of bid security provided shall also be suitably extended. A Vendor/bidder may refuse the request without forfeiting its bid security. A Vendor/bidder extending the validity will not be permitted to modify its bid.

7. Format and Signing of Bid

7.1 The Vendor/bidder shall prepare the Prequalification Bid, Technical Bid and Financial Bid separately, clearly marking each "Prequalification Bid", "Technical Bid" and "Financial Bid", as appropriate.

7.2 The vendor/bidder should also provide the prequalification, technical and financial bid in soft copy, in the form of non re-writeable CDs signed and named using a permanent marker and should be placed inside respective sealed covers containing technical and financial bids.

7.3 The bid shall be typed or written in indelible ink, numbered and shall be signed by the Vendor/bidder or a person or persons duly authorized to bind the Vendor/bidder to the Contract. The authorization shall be indicated by a legally valid written power-of-attorney accompanying the bid. The person or persons signing the bid shall sign all pages of the bid.

7.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the vendor/bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

7.5 **Reference Data Sheet:** For the solution offered, Vendor/bidder must furnish a list of a minimum of three (3) references that will be capable of verifying information supplied by the

Vendor/bidder in their proposal. Vendor/bidder should submit additional Reference Data Sheet forms if they have more than three (3) references.

7.6 The Purchaser reserves the right to contact and/or visit any party listed as a reference, which has previously utilized or is presently utilizing product(s) and/or service(s) identical or similar to those being proposed by the vendor/bidder. It may also utilize other sources of information about the product(s) and/or service(s) proposed by the Vendor/bidder where these sources are publicly available and are equally available for all competing vendors/bidders.

7.7 **Summary:** Provide a narrative summary of the bid being submitted. This summary should identify all product(s) and/or service(s) that are being offered in the proposal.

7.8 **Response to General, Technical, Performance and Support Requirements:**
Provide a point-by-point response to each and every requirement specified in this RFP. Responses must indicate that either vendor/bidder's bid "does comply" with specifications or that it "does not comply." A succinct explanation of how each requirement can be met or cannot be met must be included.

7.9 **Additional Information:** Include additional information, which will be essential to an understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.

8. Presentation

Vendor/bidder may be required to make presentations to supplement their bids, if requested by the Purchaser. The Purchaser will make every reasonable attempt to schedule each oral presentation at a time and location that is agreeable to the Purchaser. Failure of a Vendor/bidder to complete a scheduled oral presentation to the Purchaser before the date established in the above calendar of events may result in rejection of that Vendor/bidder/ proposal.

9. Sealing and Marking of Bids

9.1 The Bids will be submitted in 3 parts in 3 separate sealed envelopes super-scribing the prequalification bid, technical bid and financial bid as under:

"Prequalification Bid - **Supply of TCIS for the State Special Branches.**"

"Technical Bid - **Supply of TCIS for the State Special Branches.**"

"Financial Bid - **Supply of TCIS for the State Special Branches.**"

9.2 The envelopes shall be placed in a bigger envelope marked as "Request for Proposal - **Supply of TCIS for the State Special Branches** " and addressed to the Purchaser at the following address:

Shri. M H Ansari, Director (Procurement), Police Modernisation Division, MHA,
Jaisalmer House, New Delhi-110011.

9.3 All the three envelopes are to be placed in a bigger envelope marked as "Request for Proposal – Telephone Call Interception System" and dropped in the tender box placed for the purpose. In case of hand delivery due to bulky size of the documents, the envelope shall be delivered to the following official:

1. Shri M H Ansari, Director (Procurement), Police Modernisation Division, MHA

9.4 If the envelope is not sealed and marked, the Purchaser will assume no responsibility for the bid misplacement or premature opening.

9.5 Telex, Email or fax bids will be rejected.

10. Deadline for Submission of Bids

Bids (Prequalification, Technical and Financial) must be received by the Purchaser at the address specified above not later than **1600 Hrs on 16th June 2011**. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

In case the Purchaser extends the deadline for submission of bids due to any reason, in that case all rights and obligations of the Purchaser and Vendor/bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

11. Late Bids

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

12. Modification and Withdrawal of Bids

12.1 The Vendor/bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

12.2 The Vendor / bidder's modification or withdrawal notice should be prepared, sealed, marked accordingly.

12.3 Withdrawal/modification of a bid after the deadline for submission of bids and before the expiration of period of bid validity may result in the forfeiture of the bid security.

13. Bid Opening and Evaluation of Bids

13.1 Opening and Evaluation of Prequalification Bids

13.1.1 The Purchaser will first open only the prequalification bids, in the presence of Vendors/bidders' authorized representatives who choose to attend, at the date and time mentioned above. The Vendors/bidders' authorized representatives who are present during bid opening shall sign an attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time on the next working day.

13.1.2 The Bids not accompanied by the Bid Security and where the cost of Bid Document is not paid, will be summarily rejected without any further evaluation in terms of eligibility criteria.

13.1.3 The prequalification bid would be evaluated by a Committee which will scrutinize the bids to determine the bidders' eligibility as per the eligibility criteria specified in the bid documents. The purchaser may seek clarifications, if required, on any aspect from the vendor/bidder during the evaluation process and short list the vendors/bidders who will be meeting the minimum eligibility criteria.

13.2 Opening and Evaluation of Technical Bids

13.2.1 After the evaluation of Prequalification Bid, the Purchaser shall notify the short listed vendors/bidders, whose prequalification bids are accepted by the Purchaser, indicating the date, time and place of opening of the Technical Bids.

13.2.2 The technical bids of the prequalified bidders would, thereafter, be opened in the presence of authorized representatives of Vendors/bidders at the appointed date and time. The Vendors/bidders' authorized representatives who are present during bid opening shall sign an attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time on the next working day.

13.2.3 The technical bids would be evaluated by a Technical Committee. If required, Short listed Vendors/bidders may be asked to give presentation before the technical committee on short notice, for demo of the proposed solution. They are expected to reply to all the queries by the Purchaser during the presentation. This presentation would be part of technical evaluation process.

13.2.4 When deemed necessary, the Purchaser may seek clarifications on any aspect from the vendor/bidder. However, that would not entitle the vendor/bidder to change or cause any change in the substance of the bid submitted or price quoted.

13.2.5 Proposals will be reviewed to assess compliance with the requirements set out in this RFP. Proposals that do not fully comply with the minimum requirements will be rejected without further consideration.

13.2.6 All vendors/bidders to demonstrate their experience and proven skills in the technology suggested for the proposed Solution. This aspect will be evaluated based on the comparable successful similar projects carried out by the vendor/bidder elsewhere in recent past.

13.2.7 Scalability of Hardware, Software solution platform and performance of offered configuration is of utmost importance to THE PURCHASER, while the offered solution should meet the expected performance required by Purchaser as stipulated in the tender, this important aspect will be rigorously evaluated in the following steps:

- Existence of a successful solution implemented on the offered platform will be verified from among the list of customers given in the bid. This may include site visits. Vendors are expected to arrange and facilitate such site visits and interaction with the customers.
- Successful implementation of a TCIS system at a live site built around the offered solution framework will be verified. This will be through a crosscheck with the listed customers using such solution and may include site visits. Vendors are expected to arrange and facilitate such site visits and interaction with the customers.
- Technical adequacy of the offered configuration in terms of performance, scale and vulnerability may be confirmed through a benchmark/Lab test, which each technically short-listed vendor will have to arrange at vendor's cost. The benchmark/Lab test can be conducted either within the vendor's premises or with a benchmarking/testing organization. Before conducting the benchmark/Lab test, the bidder should provide the details regarding how benchmark/lab test is conducted and take prior approval of the Purchaser on the parameters.
- Only those bids fulfilling each of the above mentioned criteria would be considered for final short-listing.

13.2.8 The major parameters that will be considered during evaluation include:

- Feature comparison (score based on feature evaluation score card provided in Appendix),
- Vulnerability tests conducted (cross site scripting, encryptions etc)
- Platforms, operating systems and browsers supported (Standard platform, OS and browsers should be supported)
- Benchmarks and reference sites.

13.2.9 Technical Bids will be evaluated as per technical evaluation score card annexed in Section VI of the RFP. Vendors/bidders scoring 6.0 points or above on a scale of 0-10 will be considered technically qualified and their prices bids will only be opened for further evaluation. All the vendors will necessarily have to meet all the mandatory requirements failing which their offers shall not be processed further notwithstanding the fact that they may otherwise be meeting the minimum threshold value of 6.0 as indicated above for opening and evaluation of financial bids.

Vendor/bidder quoting implementation time beyond 12 months will not be considered for further processing and will be summarily rejected.

13.3 Opening and Evaluation of Financial Bids

13.3.1 After the evaluation of Technical Bid, the Purchaser shall notify the short listed vendors/bidders, whose technical bids are accepted by the Purchaser, indicating the date, time and place for opening of the Financial Bids.

13.3.2 The Financial Bid of the technically acceptable vendors/bidders would, thereafter, be opened in the presence of authorized representatives of Vendors/bidders at the appointed date and time. The Vendors/bidders' authorized representatives who are present during bid opening shall sign an attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time on the next working day.

14. Price Comparison

14.1 Price comparison will take into account all initial payments and all future payments.

The Total Cost of Ownership is computed by the Buyer/Purchaser based on System Applications & Tools required to make the system operational. e.g. Total cost of acquisition should include following:-

System Hardware
System Software
Application Software
Internal LAN requirements
Leased Line Installation cost
Databases
Third Party Tools
Others including comprehensive Annual Maintenance Cost for 4 years
after the initial warranty period of one year.

14.2 Vendors/Bidders to quote separately for comprehensive AMC charges per annum for 5 years after the free warranty period of 1 year. Comprehensive Annual Maintenance Cost as quoted by the vendor/bidder will be added to the total cost quoted after discounting to net present value at a discount rate of 8% per annum for evaluation purpose.

14.3 L-1 vendor/bidder will be determined based on the least cost basis.

15. Contacting the Purchaser

15.1 No vendor/bidder shall contact the Purchaser or its employees on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the vendor/bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

15.2 Any effort by a vendor/bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the vendor/bidder's bid.

16. Award Criteria

16.1 The Evaluation Committee will select L-1 vendor as per clause 14.3 above who satisfy all the conditions of the contract and meet the technical specifications and eligibility requirement of the bidding document. The Evaluation Committee of the Purchaser reserves the right to negotiate the price with the qualified L-1 vendor.

16.2 The selected vendor will handle the implementation of the project themselves and shall not outsource any job(s) related to the solution offered including but not limited to development, customizing and implementation on a sub-contract/contract to another agency/Solution Integrator which is not part of the Bid.

17. Dead Line / Critical Dates

Project should be completed within six months of placement of purchase order. Upon request of the Purchaser, the Vendor/Bidder shall provide a detailed work plan for approval by the Purchaser. The work plan must be satisfactory and acceptable to the Purchaser. The proposed solution must have the capability to meet all the requirements of the Purchaser as furnished below.

18. Purchaser's right to accept any Bid and to reject any or all Bids

18.1 The Purchaser reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part or items thereof. Any Bid not containing sufficient information, in view of the Purchaser, to permit a thorough analysis may be rejected.

18.2 The Purchaser reserves the right to verify the validity of bid information, and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate in the Purchaser assessment.

18.3 The Purchaser shall have the right to determine in its own best judgment, the vendors/bidders who will qualify for the short list, if any, and thereafter, the final selected firm shall undertake the work.

18.4 Further, the Purchaser shall have the right to cancel the RFP process at any time prior to award of the contract, without thereby incurring any liability to the affected vendor/bidder.

19. Acceptance of Bid

19.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful vendor/bidder in writing that its bid has been accepted.

19.2 The acceptance of bid will constitute a legally binding Contract. This will be followed by a detailed purchase/work order.

20. Performance Security

20.1 Within 21 days of the receipt of acceptance of bid from the Purchaser, the successful vendor/bidder shall furnish the performance security in accordance with the Conditions of Contract, in the format provided in the bidding documents.

20.2 The value of performance security shall be 10% of the total contract value.

20.3 Failure of the successful vendor/bidder to comply with the above requirement shall constitute sufficient grounds for the annulment of the contract and forfeiture of the bid security.

21. Administration and Enhancement of Solution

21.1 While the Purchaser intends to use the services of NIC for ongoing administration, the Purchaser may chose to employ the vendor for ongoing Administration and Enhancement of the solution. This will be a separate contract.

In any case, vendor has to do knowledge transfer to the Purchaser team for running the entire solution seamlessly.

SECTION III

CONDITIONS OF CONTRACT

1. Definitions and Interpretation

1.1 Throughout this RFP, unless inconsistent with the subject matter or context, the following terms shall have the following meanings and shall be interpreted accordingly:

- I. Contract - "Contract" means the invitation to tender, RFP document including its addendums, bid which includes prequalification, technical and financial bid submitted by the vendor/bidder, all correspondence exchanged between the vendor/bidder and Purchaser, acceptance of bid and detailed purchase/work order including all annexures, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof.
- II. Vendor/bidder - "Vendor/bidder" is a firm submitting a bid in response to this RFP.
- III. Buyer/Purchaser - "Purchaser" means the purchaser named in the clause 3.1 of Section-I of the bidding document and includes his successors or assignees i.e. "The RFP Issuing Party" i.e. Police Modernisation Division.
- IV. "Police Modernisation Division (MHA)" means the Director in administrative charge of MHA and includes a Director (Procurement) who is authorized for the time being to execute relevant contracts relating to purchase and supply of stores on behalf of the buyer/purchaser;
- V. Contractor - Reference to "the Contractor" shall mean the successful Vendor/bidder with whom the Purchaser enters into an contract with respect to the deliverables or services contemplated by this RFP.
- VI. Proposal/Bid - the Vendor/bidder written reply or submissions in response to this RFP.
- VII. RFP - the Request for Proposals document in its entirety, inclusive of any addenda that may be issued by the Purchaser.
- VIII. Solution/Services/Work/System - "Solution" or "Services" or "Work" or "System" means all services and deliverables to be provided by a Vendor/bidder as described in the RFP and include services ancillary to the supply of the Systems, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligation of the Vendor/Bidder covered under the RFP & the Contract.
- IX. The Contract Price - The contract price means the price payable to the vendor/bidder for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- X. Test - Test means such test as is prescribed in the scope of work or considered necessary by the Inspection Authority within the ambit of the specifications whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspection Authority.
- XI. Unit and Quantity - 'Unit' and 'Quantity' means the unit and quantity specified in the Bid Document.

XII. Writing - Writing includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal, as the case may be.

XIII. Intellectual Property Rights - Intellectual property rights means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this contract and the right to ownership and registration of these rights.

1.2 The heading of these conditions shall not affect the interpretation or construction thereof.

1.3 Words imparting the masculine gender shall be taken to include the feminine gender and word imparting persons, shall include any company or association or body of individuals, whether incorporated or not.

2. Parties

The parties to the contract are the contractor and the Purchaser, named in the Schedule.

3. Authority of Person Signing the Contract On Behalf of the Vendor/Bidder

A person signing the tender or any other document in respect of the contract on behalf of the vendor/bidder without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the vendor/bidder. If it is discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

4. Non Disclosure Clause

4.1 The vendor/bidder (and his employees) shall not, unless the Purchaser (MHA) gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Purchaser (including the users), in connection therewith to any person other than a person employed by the vendor/bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. The employees or the third party engaged by the vendor/bidder will maintain strict confidentiality.

4.2 The vendor/bidder, his employees and agents shall not without prior written consent from the Purchaser (MHA) make any use of any document or information given by the user, except for purposes of performing the contract.

4.3 In case of breach the Purchaser (MHA) shall take such legal action as it may be advised.

5. Intellectual Property Rights

5.1 If the vendor/bidder is the original technology provider it should necessarily own the Intellectual Property rights for the proposed technology OR in the case of the system integrator, it should have relevant written approval / permission for the third party technology tools/applications they intend to propose for this particular project.

5.2 Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this project, including all processes and products which have been developed by the Vendor/Bidder during the performance of complete system/service(s) and for the purposes of inter-alia, use or sub-license of such complete system/service(s) under the Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the complete system/service(s) to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

5.3 Further, the Vendor/Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Vendor/Bidder, shall be acquired in the name of the Purchaser, prior to termination of the Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Vendor/Bidder for the purpose of execution of any of its obligations under the terms of the bid, or the Contract. However, subsequent to the term of the Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

5.4 The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the complete system/service(s), it does not infringe the Intellectual Property Rights of any person and the Vendor/Bidder shall keep the Purchaser, its successors or assignees, employees, agents and representatives indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Vendor/Bidder or any sub-Bidder during the course of performance of the service(s).

6. Patent Rights

6.1 The vendor/bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in India. However, the Purchaser will notify the vendor/bidder in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the vendor/bidder to defend the same.

6.2 The contractor shall after due inspection and testing get the proposed solution redesigned for the Purchaser for trademark/copyright, industrial design, on the behalf of the Purchaser at no extra cost.

7. Purchaser's Right of Inspection and Periodic Audit

7.1 Vendor/bidder shall inform their readiness for the pre-delivery inspection at a central place at least 15 days in advance. Inspection of servers and other hardware will be carried out by the Buyer / Purchaser either itself or through another agency as it may deem fit, at Vendors/bidders site. All reasonable facilities, tools and assistance including access to drawings and production data should be provided by the vendor/bidder during inspection. There shall not be any additional charges for such inspection.

7.2 The Purchaser reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract/Agreement. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Services.

7.3 The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the contractor of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the contractor undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the contractor failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

7.4 Purchaser's right to inspect, test and, where necessary, reject the deliverables after the deliverables arrival at the destination shall in no way be limited or waived by reason of the services having previously been inspected, tested, and passed by the purchaser or its representatives prior to the deliverables shipment from the place of origin.

7.5 It is expressly agreed that nothing stated herein above shall in any way release or discharge the Vendor/ Bidder from any warranty or other obligations / liabilities under and in accordance with the Contract.

8. Manuals and Trainings

8.1 Before the systems and services taken over by the Purchaser, the contractor shall supply operation and maintenance and helpdesk manual, user training manual, etc along with soft copies together with sufficient training of the systems and services. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and keep functional all parts of the system as stated in the specifications.

8.2 The manual and trainings shall be in the ruling language (English and/or Hindi) and in such form and numbers as stated in the contract.

8.3 Unless and otherwise agreed the systems and services shall not be considered to be completed for the purpose of taking over until such manuals and training have been provided to the Purchaser.

9. User Acceptance Test and Quality Check

- a) The User Acceptance Tests, which shall involve testing of the entire setup including the hardware, and its integration with application software within the time limit prescribed by Buyer with live and test data. The User Acceptance Test must be completed to the satisfaction of Buyer, within a time frame specified by Buyer.
- b) Buyer reserves the right to evolve a procedure of Quality Checking to ensure that the Solution is according to the prescribed specifications.
- c) Nothing stated herein above shall in any way release or discharge the Vendor from any warranty or other obligations / liabilities under and in accordance with the Contract/Agreement.
- d) On successful completion of acceptability test, receipt of deliverables, etc, and after Buyer/the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in Section VI will be issued by Buyer/the Purchaser. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the System.

10. Delivery and Documents

Delivery of the hardware, software, services, etc., shall be made in accordance with the system approved / ordered. The details of documents including other documents to be furnished by the vendor/bidder are specified hereunder:

- 3 copies of the contractor's invoice showing contract number, service/system description, quantity, unit price and total amount;
- Delivery Note or acknowledgement of receipt of services from the Buyer / Purchaser;
- Manufacture's / contractor's Warranty Certificate;
- Inspection Certificate issued by the nominated inspection agency, if any, and the vendor factory inspection report; and
- Certificate of origin.
- Other documents which the Purchaser may specify to the contractor.
- Delivery of the goods and documents, its installation and commissioning shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be at site as given in the purchase order.
- The delivery of goods and documents shall be completed within **Three Months** from the date of issue of Supply Order/signing of the contract.

- All technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation, if any.

11. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 11.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its supply order. In case the supply is not completed in the stipulated delivery period, as indicated in the Supply Order, purchaser reserves the right either to short close/cancel the Supply order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendors.
- 11.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 11.3 If at any time during the performance of the contract, the supplier encounters conditions impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the supplier's notice, the Purchase shall evaluate the situation and may at its discretion extend the period for performance of the.
- 11.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

12. Transportation

Where the contractor is required under the Contract to transport the systems to a specified place of destination within India defined as Project site transport to such place of destination in India including insurance, as shall be specified in the Contract shall be arranged by the vendor/bidder and the related cost shall be included in the Contract Price.

13. Incidental Services

The following services shall be furnished and the cost shall be included in the contract price:

- a) Performance of the on-site assembly, commissioning and start-up of the system.
- b) Furnishing of the hardware, software, services, etc., required for the installation/customization and/or maintenance of the rendered services/systems.
- c) Furnishing the detailed operation and maintenance manuals for each item of the rendered services/systems.

- d) Maintenance of the rendered services/systems for the "Service Period", provided that these services/systems shall not relieve the contractor of any warranty obligations under this contract.
- e) Training of the Buyer/Purchaser personnel at the contractor's office or other facility, in the installation and operation of the computer hardware utilities and all contract software, as specified in the Contract.
- f) Any other related services as the Buyer/Purchaser may require and deem fit.

14. Warranty

- a) Unless provided otherwise in the Contract. The contractor further warrants that all systems supplied The contractor warrants that the systems supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the contractor, that may develop under normal use of the supplied systems.
- b) The warranty shall be comprehensive and the period of warranty shall be 36 months from the date of acceptance of the systems. The contractor shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the contractor, these guarantees are not attained in whole or in part, the contractor shall, make such changes, modifications and or additions to the systems or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with Conditions of Contract.
- c) The Buyer/Purchaser shall promptly notify the Vendor/Bidder in writing of any claims arising under this warranty.
- d) In the event of any correction of defects or replacement of defective material (hardware and Software) during the warranty period, the warranty for corrected /replaced material shall be extended to a further period of 36 months.
- e) Period for correction of defects in the warranty period is as per Service Level Requirements defined in Section IV.
- f) The contractor shall guarantee a 99% uptime of computer systems/peripherals/software/services. Uptime is the amount of time the system (software and hardware where appropriate) is fully operational measured over a period of 12 hours measured from 8 AM to 8 PM (Monday to Friday excluding holidays).
- g) If any hardware system has a MTBF (Mean Time Between Failures) less than 5 days in one month during the warranty/AMC period, the Vendor shall replace the system with new system without any additional cost to Purchaser". Storage devices cannot be returned to the contractor due to the possibility of data recovery.
- h) The contractor should provide software patches/upgrades during the Contract period, free of cost.

- i) Post warranty, the application will be covered under the comprehensive AMC. As part of AMC the Vendor/Bidder has to provide following service(s):
- The contractor has to maintain the source code and provide bug fixes for the defects / bugs noticed in the application without any additional cost.
 - All upgrades should be provided as part of AMC.
- j) The contractor shall warrant that the Solution, implemented under the Contract is specifically designed and developed for the Buyer/Purchaser and based on the most recent and current techniques and complies with the specifications defined later on in the document.
- k) Buyer/Purchaser shall notify the Vendor of any claims arising under this warranty.
- l) If the contractor, having been notified, fails to remedy the defect(s) within a timeframe specified in the Service Level Requirements (as detailed out in Section IV, Page 3), Buyer/Purchaser shall proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which Buyer/Purchaser may have against the contractor under the Contract or applicable laws.

14. Standards

The Solution offered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, where no applicable standard is mentioned; to the authoritative standard appropriate to the Solution country of origin and such standards shall be the latest issued by the concerned institution. However, this does not override the Purchaser discretion in deciding the Standard.

15. Insurance

For delivery of systems at site, the insurance shall be obtained by the contractor for an amount equal to 110% of the value of the systems from warehouse to warehouse (final destinations) on "All Risks" basis including war risks and strikes. Further the contractor at his expense arranges, pays for and maintains in force at all times a comprehensive policy throughout the full term of the contract and proof of such policy must be handed over to the Purchaser.

16. Spare Parts

The contractor shall carry sufficient inventories to assure ex-stock supply of consumables and spares. Contractor shall ensure the availability of after sale service for a period of at least 10 years including the warranty period.

17. Maintenance service

The maximum response time for maintenance complaint (i.e. time required from contractor's maintenance engineer to report at site after a request call/fax is made or letter is written) shall be as per the service level requirements specified in Section IV.

It is expected that the average downtime of the item/ system will be less than half the maximum downtime (i.e. defined as number of days for which an item or equipment is not

useable because of inability of the contractor to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the contractor will be required to arrange for immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of 0.1% of the defective component amount per day subject a maximum of 5% of the total component value. The amount of penalty will be recovered from the Performance Security guarantee during warranty period.

18. Payment

a) For hardware:

- 50% after physical receipt of material / hardware at site
- 30% within three months from the date of technical inspections of supply of equipments in case there is no damage/shortage
- 20% within six months after installation, commissioning, configuration and demonstration of the complete system.

b) For software solution

- Requirements sign off 20% advance against bank guarantee for an equal amount as per format provided in Section-VI
- Prototype/Design sign off 20% against bank guarantee for an equal amount as per format provided in Section-VI
- Delivery for User acceptance 20%
- On Final Acceptance 40%

c) For Training

- 100% after completion of training.

d) Maintenance / Support Stage:

- (i) The contractor's request(s) for payment shall be made to Buyer/Purchaser in writing (Invoice) accompanied by SLA (Service Level Requirements) compliance reports for which payment is being claimed.
- (ii) All the payments to the contractor shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted by the Project - coordinating team, as appointed by Buyer/Purchaser for this purpose.
- (iii) Penalties, if any, on account of liquidated damages and non-compliance of SLA (Service Level Requirements), shall be deducted from the invoice value.
- (iv) AMC payments shall be released on a semester basis at the end of each semester.

19. Contract Prices

Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, however it shall consider changes in taxes, duties, levies, charges, etc.

20. Change Orders

The Purchaser may at any time, by written order given to the contractor make changes within the general scope of the Contract.

For this purpose, a Change Order Procedure will be followed. Purchaser may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Vendor shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Vendor shall carry out such services as required by the Purchaser at mutually agreed terms and conditions.

The Vendor shall agree that the price for incremental offering cannot exceed the original proposed cost and the Purchaser reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations the Purchaser has the right to order as much as it wants at those rates.

21. Contract Amendments

Subject to condition of contract clause 20 above, no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

22. Assignments

The contractor shall not assign, in whole or in parts its obligations to perform under the Contract to any other person(s)/party, except with the Purchaser's prior written consent.

23. Delay in the Contractor's Performance

- a) Performance of the Contract shall be made by the contractor in accordance with the time schedule specified by Buyer/Purchaser.
- b) A delay by the contractor in the performance of its Contract obligations shall render the contractor liable to any or all the following sanctions:
 - i) Forfeiture of its performance guarantee
 - ii) Imposition of liquidated damages, and/or
 - iii) Termination of the Contract for default
- c) If at any time during performance of the Contract, the contractor encounters conditions impeding timely completion of the delivery / Service(s) under the Contract and performance of Service(s) / System(s), the contractor shall promptly notify Buyer/Purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the contractor's notice, Buyer/Purchaser shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

24. Liquidated Damages

- a) If the contractor fails to deliver any or all of the Service(s)/Systems or perform the Services within the time period(s) specified in the Contract, Buyer/Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to

0.5% per week or part thereof of contract price subject to maximum deduction of 10% of the order value of the delayed Service(s) or unperformed Service(s). In case of undue delay beyond a period of 20 weeks unless otherwise waived by the Buyer/Purchaser, Purchaser may consider termination of the Contract.

- b) The Buyer/Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the contractor in its hands (which includes Buyer's/ the Purchaser's right to claim such amount against contractor's Bank Guarantee) or which may become due to the contractor. Any such recovery or liquidated damages shall not in any way relieve the contractor from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract.

25. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer/Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Buyer/Purchaser, which shall be final, all unused, undamaged and acceptable materials/systems bought out components and stores in course of execution in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials/systems, bought out components, etc as the contractor may with the concurrence of the purchaser elect to retain."

26. Indemnity

The contractor shall indemnify the Buyer/Purchaser from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copy-rights or industrial drawings and designs arising from use of the services or any part thereof and/or otherwise.

27. Implementation

The successful Vendor/Bidder shall complete and implement the project / perform and render the Services within the agreed time frame starting from the date of award of

Contract. The implementation schedule specified in the contract shall be strictly adhered to. Time is the essence of this Contract.

28. No Claim Certificate

The contractor shall not be entitled to make any claim, whatsoever, against the Buyer/Purchaser, under or by virtue of or arising out of, the Contract, nor shall Buyer/Purchaser entertain or consider any such claim, if made by the contractor after he has signed a 'No Claim' Certificate in favor of the Buyer/Purchaser in such forms as shall be required by Buyer/Purchaser after the works are finally accepted.

29. Survival

Any provision of the Contract which, either expressly or by implication, survive the termination or expiration of the Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force and effect.

The provisions of the clauses of the Contract in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract and in relation to confidentiality, the obligations continue to apply unless the Buyer/Purchaser notifies the Vendor of its release from those obligations.

30. No Agency

The Service(s) of the contractor herein shall not be construed as any agency of the Buyer/Purchaser and there shall be no principal agency relationship between Buyer/Purchaser and the contractor in this regard.

31. Reporting Progress

- a) The contractor shall monitor progress of all the activities specified in the program of works and submit weekly progress report about various aspects of the works/Service(s) to the Buyer/Purchaser. The Buyer/Purchaser on mutual agreement between both Parties may change the periodicity of such reports.
- b) If at any time it appears to the Buyer/Purchaser that the actual progress of work does not conform to the approved programme, the contractor shall produce at the request of the Buyer/Purchaser a revised programme necessary to ensure completion of the works within the time frame for completion.
- c) The submission of such revised programme shall not relieve the contractor of any of his duties, obligations or responsibilities under the Contract.

32. Statutory Requirements

During the tenure of the Contract nothing shall be done by the contractor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep the Buyer/Purchaser indemnified in this regard.

33. Information Security

- a) The Contractor and its personnel shall not carry any written material, layout, diagrams, hard disk, storage tapes, compact disc, DVD, pen drive or any other storage media out of the Buyer/Purchaser premises without written permission from the Buyer/Purchaser.
- b) The Contractor personnel shall follow the Buyer/Purchaser's information security policy and instructions in this behalf.
- c) The Contractor acknowledges that the Buyer/Purchaser's business data and other proprietary information or materials, whether developed by the Buyer/Purchaser or being used by the Buyer/Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the Buyer/Purchaser; and the Contractor agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Contractor to protect its own proprietary information. Contractor recognizes that the goodwill of the Buyer/Purchaser depends, among other things, upon Contractor keeping such proprietary information confidential and that unauthorized disclosure of the same by contractor could damage the Buyer/Purchaser. By reason of contractor's duties and obligations hereunder, Contractor may come into possession of such proprietary information, even though the Contractor does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract. Contractor shall use such information only for the purpose of performing the Service(s).
- d) Contractor shall, upon termination of the Contract/Agreement for any reason, or upon demand by the Buyer/Purchaser, whichever is earliest, return any and all information provided to Contractor by the Buyer/Purchaser, including any copies or reproductions, both hardcopy and electronic.

34. Ownership and Retention of Documents

The Buyer/Purchaser shall own the documents, prepared by or for the Contractor arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Buyer/Purchaser, the contractor shall deliver to the Buyer/Purchaser all documents provided by or originating from the Buyer/Purchaser and all documents produced by or from or for the contractor in the course of performing the Service(s), unless otherwise directed in writing by the Buyer/Purchaser at no additional cost. The Contractor shall not, without the prior written consent of the Buyer/Purchaser store, copy, distribute or retain any such Documents.

35. Data Ownership

By virtue of the Contract, the contractor's team may have access to personal and business information of the Buyer/Purchaser and/or a third party or any other person. The Buyer/Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to a third party or any other person that

may be in the possession of the contractor or contractor's team in the course of performing the Service(s) under the Contract.

36. Representations and Warranties

The contractor hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a) That the contractor is a company which has the requisite qualifications, skills, experience and expertise in providing Information Technology (IT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the Service(s)/Systems sought by the Buyer/Purchaser.
- b) That the Contractor is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract.
- c) That the representations made by the Contractor in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Buyer/Purchaser specifies to the contrary, the contractor shall be bound by all the terms of the bid.
- d) That the Contractor has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
- e) That the contractor shall ensure that all assets including but not limited to software's, licenses, Databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements. The contractor shall make all necessary upgrades to the software/hardware to make it compatible with any new versions/patches of the operating systems/databases/third party products that the said software/hardware uses in order to keep it free from all vulnerabilities and/or keep it current with the latest version for best performance. This will be applicable until the AMC is valid.
- f) That the Contractor shall use such assets of the Buyer/Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract. The contractor shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g) That the contractor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Buyer/Purchaser indemnified in relation thereto.

- h) That all the representations and warranties as have been made by the contractor with respect to its bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- i) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- j) That the contractor has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- k) That all conditions precedent under the Contract has been complied.

37. Confidentiality

- a) The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:
- b) To maintain and use the Confidential Information only for the purposes of the Contract as permitted herein;
- c) To only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- d) To restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
- e) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure.

38. Termination

- a) The Buyer/Purchaser may, terminate the Contract by giving the contractor a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - i). Where the contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the contractor or the happening of any such events that are adverse to the commercial viability of the contractor.
 - ii). In the event of the happening of any events of the above nature, the Buyer/Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) by the exiting contractor to the new contractor.

- b) **Termination for Insolvency:** the Buyer/Purchaser may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor, if the contractor 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 Buyer/Purchaser.
- c) **Termination for Default:** The Buyer/Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the contractor, may terminate the Contract in whole or in part.

39. Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), the Buyer/Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the Service(s) which the contractor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the new contractor to takeover the obligations of the existing contractor in relation to the execution/continued execution of the scope of the Contract.
- b) In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Buyer/Purchaser, the contractor herein shall be obliged to provide all such assistance to the new contractor or any other person as may be required and as the Buyer/Purchaser may specify, where the new contractor(s) is a representative/ personnel of the Buyer/Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the contractor or due to the fact that the survival of the contractor as an independent corporate entity is threatened/has ceased, the Buyer/Purchaser shall pay the contractor for that part of the Service(s) which have been authorized by the Buyer/Purchaser and satisfactorily performed by the contractor up to the date of termination, without prejudice to any other rights, the Buyer/Purchaser may retain such amounts from the payment due and payable by the Buyer/Purchaser to the contractor as may be required to offset any losses caused to the Buyer/Purchaser as a result of any act/omissions of the contractor. In case of any loss or damage due to default on the part of the contractor in performing any of its obligations with regard to executing the Service(s) under the Contract, the contractor shall compensate the Buyer/Purchaser for any such loss, damages or other costs, incurred by the Buyer/Purchaser.
- d) The contractor shall continue to perform all its obligations and responsibilities under the Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain continuity.
- e) Nothing herein shall restrict the right of the Buyer/Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue

such other rights and/or remedies that may be available to the Buyer/Purchaser under law or otherwise.

- f) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract/Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

40. Arbitration

- a) This contract shall be governed by the laws of India for the time being in force.
- b) Irrespective of the place of delivery, the place of performance or place of payment under the contract or the place of issue of advance intimation of acceptance of tenders, the contract shall be deemed to have been made at the place from where the tenders have been invited.
- c) Jurisdiction of Courts: The courts of the place from where the acceptance of tender/ contract signing shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- d) Marking of Stores: The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.

41. Conflict of interest

The contractor shall disclose to the Buyer/Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

42. Publicity

The contractor shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless the Buyer/Purchaser first gives the contractor its prior written consent.

43. Relationship between the Parties

- a) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- b) The Buyer/Purchaser has no obligations to the contractor except as agreed under the terms of the Contract.

44. Suspension of Payment to the Contractor

The Buyer/Purchaser may by a written notice of suspension, suspend all payments to the contractor under the Contract, if the contractor failed to perform any of its obligations

under the Contract, (including the carrying out of the service(s)) provided that such notice of suspension:

- i) Shall specify the nature of the failure and
- ii) Shall request the Vendor/ Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

45. Right to use defective equipment/system/services

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment/system/services proves to be unsatisfactory, the Buyer/Purchaser shall have the right to continue to operate or use such equipment/system/services until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Buyer/Purchaser operation.

46. Contractor's Obligations

- a) The contractor is obliged to work closely with the Buyer/Purchaser staff, act within its own authority and abide by directives issued by the Buyer/Purchaser and implementation activities.
- b) The contractor is to abide by the job safety measures prevalent in India and will free the Buyer/Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the contractor's negligence. The contractor will pay all indemnities arising from such incidents and will not hold the Buyer/Purchaser responsible or obligated.
- c) The contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

47. Site Preparation and Installation

The Buyer/Purchaser will provide the site for installation of the hardware/equipment. The Buyer/Purchaser will designate the installation site before the scheduled installation date to allow the contractor to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware/equipment and inform the Purchaser of any shortcomings in advance to remedy them.

48. Hardware / Equipment Installation

The contractor is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The contractor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at installation site.

49. Hardware / Equipment Maintenance

The contractor will accomplish preventive and breakdown maintenance activities to ensure that all hardware/equipment execute without defect or interruption for at least 99% up time for 24X7X365 days.

If any critical component of the entire configuration is out of service for more than 12 hours in a month, the contractor shall either immediately replace the defective unit or repair it at its own cost. The contractor will respond to a site visit and commence repair work on the equipment/system within the timeframe mentioned in Service level Requirements after being notified of equipment/system malfunction.

50. Training

For each hardware and software component installed, the contractor is required to provide hands-on-training to approx four nos. per site of the designated purchaser's technical and end-user personnel for one week to enable them to effectively operate the total system. Both parties will agree upon the training schedule and places of training during the performance of the contract. Vendor/bidder to furnish the details of training modules. The trainings should cover at least the following:

- a. Installation - hardware and software (including OS, server set up, client set up, network set up, database setup, other software installation like document management etc and the product installation).
- b. Administration and maintenance (configuring, managing and troubleshooting including database maintenance, server maintenance, release management, patch management, platform optimization, data services like backup/restores, archival, tape management, network services, security services). Please enable online help for day to day operations. SOPs shall also be provided.
- c. Software module usage this should be accompanied with online help/eLearning module.
- d. Software architecture used for delivered products and component details.
- e. Software development and maintenance procedures - for further customization, bug fixes. This should include detailed design documents and program specifications.
- f. All the above trainings should be conducted in class room mode and where specified above should have an e-learning module and/or online help.
- g. The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.
- h. The bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- i. The bidder shall provide all training material and documents as well as SOPs.
- i. Conduct of training of the purchaser's personnel shall be at the supplier's site.

51. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or by any other persons contracting through the Department and set off the same against any claim of the Purchaser or such other person or persons for payment of a sum of

money arising out of this contract or under any other contract made by the supplier with the Purchaser or such other persons contracting through the department.

SECTION IV
SERVICE LEVEL REQUIREMENTS &
AMC CONTRACT

1. SERVICE LEVEL REQUIREMENTS

During the Warranty/AMC period the following service levels are required to be maintained by the contractor, failing which the penalties will be charged by the Buyer/Purchaser and payments will be made after adjusting the penalties for not meeting the service levels.

Penalty amount will be Rs 5000 per day for hardware, software and networking items and Rs. 1000 per day for the computer peripherals but not higher than 50% of the total value of the item.

Breach of Service levels consistently on part of the Vendor/Bidder may lead to invocation of Clause for "Termination for Default"

Sr. No	Category	Severity	Timeframe for Problem Fix/Patch
1	Problem/ Issue/ Defect	Critical	1 Hrs
		High	3 Hrs
		Moderate	5 Hours
		Low	8 hours
2	Enhancement Request	Critical	24 Hrs
		High	Within a week
		Moderate	Mutually agreed between Contractor and Purchaser
		Low	Mutually agreed between Contractor and Purchaser

Problem/Issue/Defect

This should be defined as any flaw with in the hardware/software system which does not allow the end user to perform its regular operations as per the specifications / operational guidelines / functionality requirements in a stipulated timeframe.

Enhancement Requests

This should be defined as any request for structural/ functional change in the software due to statutory requirement or any other user specific requirements.

Any problems/Issues /Defects, Enhancement requests reported to the contractor should be categorized based on severity as follows:

Critical

When the System Operation has stopped/ halted or malfunctioning of core processes or any requirement that is to be implemented with in specified timeframe as directed by statutory/regulatory bodies, also to be considered as Critical Enhancement requests for which the upgrades/patches are expected from the contractor.

High

When the System Operation is stopped/ halted or malfunctioning of core processes but for the same the workaround is available. Enhancements requests from users specific to the ease of operations and system usage difficulties hampering efficiency and timeframe specific operations.

Moderate

Enhancements which bring moderate value to the operations in terms of ease of operations or efficiency and at the same time are not just nice to have functionalities

Low

Minor irritancies during operations or users wish lists can come under this category.

SCOPE & TERMS OF ANNUAL MAINTENANCE CONTRACT

1. The Annual Maintenance Contract shall start immediately after warranty period ends. The comprehensive Annual Maintenance Contract shall be for three years to be renewed annually.
2. During the period of AMC the successful bidder (Contractor) shall:
 - (i) Diagnose the hardware and software faults.
 - (ii) Rectify the hardware/software faults detected.
 - (iii) Carry out the periodic preventive maintenance.
 - (iv) Upkeep the software periodically.
 - (i) Upgrade the software to latest version.
3. The contractor shall provide service/maintenance to the purchaser in the presence of user where hardware and software product will be installed.

CONDITIONS

4. All faults shall be rectified within the timeframe mentioned above of its reporting to the contractor.
5. The contractor, if fails to rectify major/minor faults within stipulated duration, shall be liable to pay penalty. The penalty amount will be Rs 5000 per day for hardware, software and networking items and Rs. 1000 per day for the computer peripherals but not higher than 50% of the total value of the item.
6. The bidder shall, at the time of submitting the bid, submit the proposal specifying the fault control center location and how bidder proposes for

carrying out repair under AMC. He shall also indicate what spares will be kept. The infrastructure planned to be created by the bidder to his obligations under AMC and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

7. The AMC charges shall be paid by the purchaser to the contractor on half yearly basis at the end of each 6 months period from the beginning of AMC and the contractor shall submit performance bank guarantee for the total amount of AMC for 3 years as the time of signing of the AMC agreement valid for a period of 3½ years from the date of start of AMC.
8. (i) The contractor shall maintain spares/stock of printed circuit boards, sub-assemblies and accessories for the purpose of rectifying the faults and shall keep an up-to-date record of the inventory. The same shall be liable for inspection by a department team.
(ii) The repair/replacement of original defective components/subsystems has to be completed within **12 hours**. In case of delay **beyond 12 hours** the vendor shall be charged penalty. Penalty amount will be Rs 5000 per day for hardware, software and networking items and Rs. 1000 per day for the computer peripherals but not higher than 50% of the total value of the item.

9. **FORCE MEJURE**

Neither the department nor the contractor shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of the department or the system maintenance firm including but not limited to fire (including failure or reductions), act of God viz., floods, earthquakes, lightning strikes etc, act to the public enemy, insurrections, riots, strikes, lockouts, sabotage, any law, status or ordinance, thereof of any other local authority, or any compliance herewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

10. (i) The successful bidder shall supply all global software upgrades issued by the firm to department free of cost as part of installation and commissioning of the system and subsequent upgrades till the expiry of the AMC.

(ii) The fees quoted for maintenance service of software shall be valid for the software provided at the time of installation and commissioning of the system and subsequent upgrades till the expiry of the AMC.

11. The successful bidder will be solely responsible for the maintenance and repair of the software/hardware systems, equipments and parts, thereof and the department shall not be liable to interact with any of the partners/collaborators or subcontractors of the contractor.

12. **TERMINATION CLAUSE:** If the purchaser is not satisfied with the performance of the vendor during AMC, he should be able to terminate the AMC during its currency, after giving three months notice to the vendor and in such an event the vendor will hand over all the spares as indicated in Column 6.

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SECTION V
SCHEDULE OF REQUIREMENTS

1- As per Technical specification in Schedule VI, for all 28 State capitals and for the Chandigarh UT and Jammu. The requirements are as under.

SR.NO	GOODS	QUANTITY
1.	Store and forward server at each SP, MSC for GSM CDMA & PSTN with UPS (2KVA)	According to no. of operators exist in each state X 30 states
2.	Server at CMC & RMC if any	One at each of location places X 30 states
3.	UPS (online) 7.5 KVA with 1.5 hrs back up facility	One at each of location places X 30 states
4.	Necessary switches/ routers & LAN cables etc.	For all 30 places
5.	Heavy duty Laser Jet printers (Black) ,consumables be available easily & locally.	One for each 30 locations
6.	Scanners with ATF facility	One for each 30 locations
7.	Terminal PCs	Minimum 05 No. for each 30 locations
8.	Other required consumables	For each 30 locations
9.	Softwares	As per technical specifications for each 30 locations places.
10.	2 MB leased lines for network connectivity	As per existing operators in each states for each 30 locations
11.	DG set (20 KVA) at each CMC & RMC	For all 30 locations

SECTION VI

APPLICATION STANDARDS AND SPECIFICATIONS SUMMARY

1. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Buyer/Purchaser. The periodicity of these audits will be decided at the discretion of the Buyer/Purchaser. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Buyer/Purchaser deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the contractor shall afford the Buyer/Purchaser's representatives access to the contractor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The contractor must provide the Buyer/Purchaser access to various monitoring and performance measurement systems (both manual and automated). The Buyer/Purchaser has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the contractor.

2. Hardware and Software Requirements

The hardware and software details used in the solution should be best in class, brand new with latest configuration and cover end to end deployment. Typically, a one to one should apply.

SOFTWARE

- (i) Software version of the equipment being supplied should be latest & must be indicated.
- (ii) All the Software upgrades and /or patches required for the maintenance of the system supplied will be implemented free of cost at site by respective bidders and Acceptance Testing of the system will be got done by him through authority designated by the Department for all functions of all systems after the implementation of Software Upgrades/Patches in each system.
- (iii) Software support center: The software support centers to provide software support to ensure smooth functioning of equipment supplied by them and to meet additional requirements from time to time free of charge needs to be maintained by the bidder for the duration the technology is deployed in the department. The bidders shall submit details of location, number of personnel and facility to be made available for software center.
- (iv) For Application software source code must be provided.
- (v) Standard software like Operating System etc. must be latest and original genuinely.

HARDWARE

- (i) The equipments being supplied should be a latest & from original equipments manufacturer by a registered company only, it must be indicated and should have developed the software solution indigenously.

- (ii) The installation of equipments should be done by a dedicated team of project management engineer on each of the location places directly.
- (iii) A dedicated team of engineers should be available for service support at each of location places all time.
- (iv) Company must have location wise support centre for infrastructure and their service support feedback must be shown as documentary evidence.
- (v) The company must demonstrate the full infrastructure, including all the servers and sub-servers required for the envisaged.
- (vi) Scope of demonstration should not be diluted on grounds.
- (vii) A provision must have made for storage of minimum 45 days data in each CMC servers placed at various places.

CONNECTIVITY

- (i) The network connectivity must be made / maintained by vendor for smooth transmission of all kinds of data including GPRS data from MSCs server to CMCs to RMCs. In case of network fails, 15 days data must be available in CMCs for retrieval.
- (ii) All existing operators for GSM, CDMA & PSTN must be included in network for monitoring.
- (iii) If any inclusion / addition in list of operators surfaced in any state for providing service has to be included in the network immediately.
- (iv) Number of circles present in any of state and number of operators in each circles operating, must be included.
- (v) Circle wise operator list are available in DOT office.

In case, the vendor/bidder can optimize this without compromising on the disaster recovery/continuity, please provide remarks.

TECHNICAL SPECIFICATIONS: LAWFUL INTERCEPTION AND MONITORING SYSTEM (LIMS):

Description of Network:-

It is proposed to set up a Communications Monitoring facility at all the State capitals with facilities to monitor Voice Calls, SMS & MMS, GPRS and FAX communications on Landlines (PSTN), CDMA and GSM networks. The system across all the States need to be compatible and interoperable. The selected vendor is expected to Supply, install, test and commissions the Communications Monitoring facility at all the State capitals, on turnkey basis. Detailed requirements/ technical Specifications of the system for each of the States are outlined here below:

1. Solution Requirements :

1	<i>Solution Scope</i>	<i>Lawful Interception Collection, Monitoring and Analysis solution for GSM, CDMA, PSTN, ISDN and 3G networks. The system should be upgradeable with provisions to incorporate new future technologies</i>
2	<i>Intercepted media</i>	<p><i>The intercepted media should include:</i></p> <ul style="list-style-type: none"> <i>• Voice Calls</i> <i>• FAX (in case of PSTN Network)</i> <i>• SMS</i> <i>• MMS</i> <i>• Mobile Packet Data (GPRS- General Packet Radio Services)</i> <i>• 3G Video Calls (Mono/Stereo)</i>
3	<i>Solution Overview</i>	<p><i>The solution should comprise centralized monitoring centre (CMC) connected to remote servers placed at all GSM , CDMA, PSTN and 3G service providers. It shall provide multiple monitoring positions at Regional monitoring centres along with fault monitoring system with 8 years warranty and (AMC).</i></p> <p><i>One Store & Forward Server at each of the service providers and minimum one (expandable) monitoring centre is required to be set up in all the States.</i></p> <p><i>Some of the States have Telephony Service Providers (TSPs) at more than one location in the State and some TSPs do cover more than one State. Provision to connect to all TSPs in the State need to be there.</i></p> <p><i>The selected vendor will need to offer a comprehensive solution inclusive of Hardware, Software, Connectivity and maintenance etc.</i></p> <p><i>Systems Across different states need to compatible and interoperable but will not be interlinked.</i></p> <p><i>Source code of the solution and components offered has to be provided by the vendor, for modifications by the to incorporate new requirements in future.</i></p>

4	Connectivity	<ul style="list-style-type: none"> • <i>Store & Forward recording servers will be placed at TSP sites and will be connected to CMC via E1 interface for receiving CC and Ethernet (TCP/IP) interface for receiving CRI.</i> • <i>All the above Store & Forward Recording servers will be connected to a Central Monitoring Centre (CMC) via dedicated lease lines [IP interface]. Information will be transferred from the Store and Forward recording server to CMC. It will be stored locally at the Store and Forward recording server if the link to CMC is down.</i> • <i>The system needs to have provision for connectivity to 12 Service Providers (expandable to 24 in future). Though one E-1 link per TSP will normally be adequate, the system should have provision to accommodate more.</i> • <i>The vendor will arrange for suitable connectivity to the TSPs and will ensure compatibility of Interfaces for all the lines with the system provided for collection/ distribution of data.</i>
5	Monitoring	<ul style="list-style-type: none"> • <i>The system should be able to monitor all Call Content (CC) and Caller intercept Related Information (CRI) in real-time as well as in off-line monitoring for full duration of the call.</i> • <i>The CC and CRI should be correctly co-related.</i> • <i>It should be possible to monitor the targets on the basis of Telephone number, Mobile number (MS-ISDN), IMEI number and IMSI number.</i> • <i>The system should be able to intercept all GPRS (online Internet) transactions made from the target phones.</i> • <i>The system should be capable to intercept all 3G calls in real-time made from the target phones.</i>
6.	General Technical Requirements	<ul style="list-style-type: none"> • <i>System should be capable of real time monitoring, and analysis of intercepted data of the target subscribers.</i>

		<ul style="list-style-type: none"> • System should be capable of Live-listening, recording, storage, playback, analysis, post-processing at the Monitoring Centre. • The system should be modular and expandable for higher system capacity (interface, processing, storage etc.), input sources (E1s, leased lines, users, targets, cases) and new services. • The system should have unified viewing of different service types including SMS/ GPRS/ EDGE (Enhanced Data rates for Global Evolution)/Data Calls, 3G calls and Fax etc. via unified GUI (Graphic User Interface) • The interception activity of the system must not interfere with the operation of Telecommunication network or make the target aware, that he is being monitored. • The system should have a robust & scheduled data back-up and restore mechanism. • The system should have an integrated CD /DVD juke box for easy data sharing.
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Software Requirements :

1	Call Content Monitoring	<p>System should be capable of monitoring, retrieving and digitally storing each Call Content (CC) or the voice call and 3G calls on hard disks as separate audio& video files along with the following minimum Call Related data (if available):</p> <ul style="list-style-type: none"> • Calling Number. • Called Number. • Start Date & Time • End Date & Time • Duration • IMEI (Calling No. & Called No.) • IMSI (Calling No. & Called No.) • Complete Cell ID (Calling No. & Called No.) with Latitude and Longitude. • DTMF digits dialled during the call
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		<ul style="list-style-type: none"> • Type of Call (Voice/FAX/SMS)] • 3G calls with IP addresses of the target phones. <p><i>It should be possible to categorize call as co-related or uncorrelated.</i></p>
2	Short Message Service (SMS) monitoring	<p>System should be able to monitor, retrieve and digitally store Multi Lingual SMS data including Multimedia and provide the following minimum information with each intercepted SMS:</p> <ul style="list-style-type: none"> • SMS Direction • Monitored Number. • SMSC Number. • SMS Content • IMEI (Calling No. & Called No.) • IMSI (Calling No. & Called No.) • Complete CGI (Cell-ID) (Calling No. & Called No.) With Latitude and Longitude. • Other Party No.
3	Call Related Information (CRI)	<ol style="list-style-type: none"> 1. The system should also monitor, retrieve and store CRI for all the target calls including 3G calls with following minimum information: <ul style="list-style-type: none"> • Calling Number. • Called Number • Start Date & Time • End Date & Time • Duration • Call Forwarding Number [if available] • IMEI [A Party and B Party if available] • IMSI [A Party and B Party if available] • Complete CGI (Cell-ID) [A Party and B Party if available] with Latitude and Longitude. • DTMF digits dialled within call • Forward Channel • Return Channel • Termination Status 2. CC and CRI data should be provided by the Service Providers in such a way which provide co-relation information in CC & CRI for accurate correlation. In case the service provider does not provide Co-relation information in CC & CRI, the LIM software should take care of providing the call co-relation by developing his own logic.

4.	<i>Fax Monitoring</i>	<i>The system should be to intercept all types of FAX, demodulate and decode (including Group 3 monochrome and colour) the same as soon as the FAX transmission is complete.</i>
5.	<i>Data management Features</i>	<ul style="list-style-type: none"> • <i>Management of sanction process.</i> • <i>Management of Logged Call contents.</i> • <i>Management of CRI.</i> • <i>Management of 3G Video Calls (Mono/Stereo) data.</i> • <i>User Accounts.</i> • <i>Daily/ Weekly/ Monthly Statistical Reports.</i> • <i>Export of stored data to .wav and MP3 files.</i> • <i>Back up & Restore.</i> • <i>Audit mechanism.</i>
6.	<i>Data Analysis features</i>	<ul style="list-style-type: none"> • <i>Analysis of CDR data to generate</i> <ul style="list-style-type: none"> • <i>Statistical reports such as frequency report, patterns report, search reports on the basis of selected criteria, preliminary analysis report.</i> • <i>Matching against suspect database.</i> • <i>Inter-linkages.</i>
7.	<i>Data Visualisation features</i>	<ul style="list-style-type: none"> • <i>Visualisation of analysed CDR data in the form of Charts and Social Network Diagrams and have the following features:</i> <ul style="list-style-type: none"> • <i>The software should be able to interact with data in tables for entities (like person, telephone, organization, etc.) and links (like owner, employee, relationship, etc.), fetch data and draw charts showing various entities and their links based on the different queries.</i> • <i>The entities and links are stored in the separate tables. All the icons should be expandable on click. The various forms of charts required are: -</i> <ul style="list-style-type: none"> ▪ <i>Circular chart</i> ▪ <i>Grouped chart</i> ▪ <i>Peacock Chart</i> ▪ <i>Theme line chart</i> ▪ <i>Timeline analysis</i>

		<ul style="list-style-type: none"> ▪ <i>Hierarchy Chart</i> ▪ <i>Geographical Plot</i> <ul style="list-style-type: none"> • <i>The Analysis modules should have provisions for connectivity to data stored in Oracle/ SQL Server/ MySQL databases and have provisions for Visual analysis up to a minimum of three levels.</i> • <i>The line color, line style and icons should be editable/ replaceable.</i> • <i>There should be an editable text box / label with each icon describing the entity represented by the icon.</i> • <i>There should be an editable text box / label with each link describing the link.</i> • <i>Provision should be there to drag and drop icons, text box and create links directly on the chart area, and options should be provided to modify/add new entities or links to the database from the chart area.</i> • <i>Database updating/deletion option should be given in right click of the icons, links from the chart.</i> • <i>In addition to the chart of complete data there should be an option for viewing only the inter-linkages chart.</i> • <i>There should be a mechanism to attach more icons with the software.</i> • <i>There should be a provision for changing the type of icons of a group of selected entities with other icons simultaneously or one by one.</i> • <i>Standardized tool bar buttons should be provided for a set of common queries to be performed.</i> • <i>There should be option to save the snapshot of</i>
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		<p><i>the chart and also the data linked to the chart in a separate file/folder that could be accessed at a later stage, which could be independent/ linked to the database.</i></p> <ul style="list-style-type: none"> • <i>Option to freeze/unfreeze icons, which are either linked/unlinked to the timebar, should be provided.</i> • <i>Basic options like save, printing, editing, zoom-in/out, page set up etc should be provided. There should be standard help features, user/administrative manuals and proper training should be provided for the users/administrators of the software.</i> • <i>Fetching the personal information (Name, Address, etc.) from the database while mouse over on every icon.</i> • <i>Integration with GIS to visualise analysed data on digital maps with following features :-</i> <ul style="list-style-type: none"> • <i>The software should have an Integrated GIS Mapping tool.</i> • <i>It should have basic geo-location mapping for geospatial analysis.</i> • <i>It should be able to load satellite imagery made available in ESRI format.</i> • <i>It should also have the capability to integrate any other digital maps obtained from other sources.</i> • <i>These features should be present on all operator workstations at the MC.</i> • <i>The software should analyse the pattern of suspect calls.</i> • <i>The Software should analyse Suspects communicating between Towers within an area</i> • <i>Location search to analyse the Suspect's area of</i>
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		<i>operation and hideouts at nights</i>
8	<i>Desirable features - Voice recognition</i>	<ul style="list-style-type: none"> • <i>The system should have integrated Voice Separation & Recognition System to identify suspect callers on the fly by matching against suspect database and raising a flag on suspect calls (both Online & Offline).</i> • <i>Voice recognition system should have a provision to generate the suspect database of voice samples out of the samples from calls recorded. Grouping on different criteria has to be built-in (E.g.: Organizations, Incidents, etc.).</i> • <i>This suspect database should have a provision for import/export of voice samples in wav and mp3 formats.</i> • <i>The system should have a provision to store/manage the identified suspect calls including 3G separately.</i>
5	<i>Security features</i>	<ul style="list-style-type: none"> • <i>Two factor authentication to be provided for all users by inclusion of Biometric (Finger Print, Eye, Voice)/ Smart Card/ RSA Secure-ID tokens in addition to login name and password.</i> • <i>Even when the call is forwarded to the field officer, it shall be confirmed that call has been sent to the correct person before offering the call. Proper logging of all calls listened by operator on his mobile must be done. In case of system down, whenever the system up then all live conversations of target numbers must send to the correct officer for listening.</i> • <i>The important intercepted CC/CRI related data stored in the database and file systems should be encrypted.</i> • <i>Use of secure FTP for transmitting the CRI.</i> • <i>There should not be any input/output device (Floppy, CD drive) in servers installed at service providers site</i> • <i>The system should not be any option delete</i>

		<i>received data.</i>
6	Other Software Features	<ul style="list-style-type: none"> • <i>The software should provide multi level password security for the user. It should be possible to assign modules to users as per their roles. Token based authentication to be provided for operators</i> • <i>The user should be able to listen to the target calls in real time of any of the active target as shown on the display. The call type shall be presented in real time.</i> • <i>Software should provide a list of all the interceptions in the system database with their details. The user should be able to select these for further processing (playing back, writing full transcription). The type of information that is provided by the operator should include the following:</i> <ul style="list-style-type: none"> • <i>Calling Number (Telephone number – MSISDN/MDN, IMSI/MIN and IMEI/ESN for cellular interactions),</i> • <i>Called Number (Telephone number – MSISDN/MDN, IMSI/MIN and IMEI/ESN for cellular interactions),</i> • <i>Start date and time,</i> • <i>End date and time,</i> • <i>Duration,</i> • <i>Complete Cell ID (including Latitude & Longitude),</i> • <i>Direction (incoming, outgoing),</i> • <i>Call Type (Voice, Fax, SMS etc.),</i> • <i>The operators may open multiple windows for simultaneous offline monitoring. In case connectivity with LAN or database is down the status must be shown to monitoring operators. The stored calls must be categorized into co-related, uncorrelated, etc.</i> • <i>The software should provide proper case management. It should be possible to create Category, Syndicate, and Group for a case. There should be provision to enter unlimited number of cases, assign Target(s) to cases and</i>

		<p><i>attaching documents with cases.</i></p> <ul style="list-style-type: none"> • <i>Software should have an integrated Call Analysis Tool to perform link analysis on all workstations (Online & Offline).</i> • <i>Software should allow administrator to manage users. They should be able assign rights and roles to users, add/ remove/ modify users. The administrator shall have control of all passwords of the system. The administrator shall have the capability to change the DB/FTP passwords on regular basis.</i> • <i>Search should be provided on various combinations of multiple criteria like time period, Date/Time, Target Number, Case Name, Remarks, SMS, IMEI, IMSI, duration, Call Type, Call Direction, Cell ID, etc.</i> • <i>It should be possible to export/import calls to/from any removable media in plain wave (voice), video and text format (CRI).</i> • <i>Users should be able to add remarks to calls and search calls on basis of remarks. There should not be any limitation on the number of remarks associated with each call.</i> • <i>User can able to add comments on individual voices present in database for Voice Recognition.</i> • <i>The software should provide detailed audit trail report for all user activities including Print Log.</i> • <i>For bulk data management, GUI based Backup/ restoration & Purging facility for data storage shall be provided. Daily, weekly, monthly & selective target based backup and restore solution to be provided that will be used by the administrator and operators.</i> • <i>The software should allow user selection and playback of audio files and video files with various controls like pause, resume, stop, play, Jump</i>
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		<p><i>backward / forward, looping, volume control, acceleration (half to double speed) without changing the pitch of the speaker.</i></p> <ul style="list-style-type: none"> • <i>The software should have a facility to delete non speech & Silences automatically.</i> • <i>The software should have the facility of forwarding calls to officers in field if opted for. The system should have a strong security system to authenticate personnel before forwarding the call.</i> • <i>Even though the link between service providers and monitoring centre site is down, no CC/CRI should be lost. It should be stored at the remote site and transferred to the main site once the link is up.</i> • <i>The CC and CRI shall be deleted from the store and forward recording server after being transferred successfully to Central site.</i> • <i>Target group management with proper hierarchy should be provided.</i> • <i>All the calls (Online and Offline) being monitored by normal operator should also be available to the administrator for monitoring/screening.</i> • <i>There should be an option to toggle between multiple online calls.</i> • <i>System should be capable of detecting any DTMF digits transmitted during call and should display them at monitoring terminal in real time.</i> • <i>Operator should be able to mark a target as priority target for receiving alert on screen during online calls monitoring.</i> • <i>It should be possible to save CC & CRI of any call at monitoring terminal for presentation before any authority (like court).</i> • <i>System should provide support for Mobile Number Portability.</i>
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		<ul style="list-style-type: none"> • System should generate alert for inactive targets. • It should be possible for the operator to monitor selective targets out of multiple targets in a monitoring session. • The CC and CRI transmission from TSP site to CMC site should be compressed to save bandwidth. • The CRI transmission from TSP site to CMC site should be done using secure FTP. • Health Monitoring shall monitor and log the status of the various sub-systems and their components and provide an intuitive GUI for the operator. Following information shall be displayed for each service provider in a centralized Alarm panel at the monitoring centre site: Status of links with each service provider, CC & IRI status, status of SS7 links, CPU/RAM/HDD occupancy etc.
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3. System Architecture :-

Site Installation Equipments	<p>Central Location (at CMC site)</p> <ul style="list-style-type: none"> • Central DB Server [1 Nos] • Central Application/Mediation Server [1 Nos] • Security Server [1 Nos] • Encryptors. • Monitoring Operator Terminal [20 Nos, expandable to 50] • Networking equipment • Storage <p>Remote Location (at TSP's site)</p> <ul style="list-style-type: none"> • Store & Forward Server [1 at each site, TSP sites – 12] • 30 channels (1 E1), expandable to 120 channels (4 E1) per service provider per circle [network centre] • Encryptors. • Networking Equipment
Central Monitoring Centre site	<ul style="list-style-type: none"> • Monitoring Centre will have centralized storage for CC and CRI for all the service provider sites.

	<ul style="list-style-type: none"> • <i>Application server will be installed at Monitoring Centre for processing of CC & CRI. This server should be Linux based. Linux servers are more secure from viruses and more stable.</i> • <i>Database Servers would have to be installed at centralised location to store and analyse CC and CRI. This would include Management servers, Administrator Workstations. Database Servers should be Mysql /Oracle/ Sybase based on Linux OS</i> • <i>Monitoring centre will have operator workstations [x no.] on Linux OS for monitoring/analysing the real time and recorded information. These will be connected to the application servers/database servers/storage over LAN. The monitoring software should be web based</i> • <i>There should be DVD-RW and HP/ EMC/ Netapp appliance based robust system for regular back-ups and archiving.</i> • <i>Health monitoring terminals shall be connected from Central Application Servers in local LAN.</i> • <i>Security server will be installed at Monitoring Centre for token based authentication.</i> • <i>Networking equipment and modems will be installed at the monitoring centre site for interface all servers and client terminals.</i>
Service Provider Sites	<ul style="list-style-type: none"> • <i>Store and Forward recording servers will be installed that are Linux based.</i> • <i>Network Equipments, Encryptors have to be installed at Service Provider site.</i>
Connectivity	<ul style="list-style-type: none"> • <i>Store & Forward recording servers will be connected to TSP switch via 4 physical 1xE1 interfaces for CC recording and Ethernet (TCP/IP) interface for CRI.</i> • <i>Service Provider site server will be connected via 4 MBPS lease line [IP interface] to Central servers at Monitoring Centre site.</i>

Storage Requirement	<ul style="list-style-type: none"> • <i>Storage at Service Provider Site: At least 3x146 GB SAS Hard Disks in RAID 5 configurations.</i> • <i>Storage at Central Site: Networked attached storage having storage server with minimum 4x300 GB SAS Hard Disks in RAID 5 configuration.. This storage would be permanent. The storage should be 4 TB expandable to 8 TB (or more) in RAID 5.</i>
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4. Suggested hardware specifications :-

1.	Equipment at Monitoring Centre	<p>Central Database Server: 1 Central Application/ Mediation Server: 1 Security Server : 1</p> <p><u>Technical specifications of all three Servers :</u></p> <p>Processors - Two x86_64 bit based 6 core processors with clock speed of minimum 2.5 GHz. or above</p> <p>Mother board - Fully compatible OEM Motherboard</p> <p>Memory - 12 GB DDR2 or above RAM with advanced ECC support</p> <p>Slots and Ports - Min. 3 PCI Express Generation 2 slots, At least 4 USB 2.0 Ports (at least 2 on front side). At least 2 free expansion slots.</p> <p>Hard Disk Drives - Minimum 500 GB capacity using SFF Hot Plug SAS Hard Disk @ 10 K rpm or higher</p> <p>Storage Controller - SAS 3 Gb/s (minimum) RAID controller support for RAID 0,1 and 5</p> <p>Ethernet - Four 100/1000 Mbps RJ 45 ports</p> <p>Graphics - Integrated Graphics controller</p> <p>Optical Drive - DVD-RW with 16x or above</p>
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		<p>HBA- SAS /FC - Dual port 3 Gbps or latest available PCI Express 2.0. HBA with necessary cables. Either SAS or FC HBA adapter as per controller storage to be quoted.</p> <p>Power Supply - Redundant Power Supply</p> <p>Form factor - Rack Mountable with 2U height</p> <p>Operating System - Standard version of 64 bit Windows Server or Redhat Enterprise Linux 5.2 with license, media. The server should also support KNOPPIX6.2</p> <p>Warranty - 3 Years comprehensive on site warranty from the date of installation and acceptance of the system.</p> <p><u>Storage Array :</u></p> <p>Storage Capacity - External 8 TB minimum (in RAID 5) Network Attached expandable to 12 TB or above and should be from a reputed manufacturer.</p> <p>Storage Controllers - The storage array should have dual controllers with minimum 3 Gbps SAS or FC connectivity</p> <p>Array configurations - The storage should support configuration of RAID 0,1,5,6</p> <p>Form factor - The Storage system should be of rack mountable in a Standard size rack.</p> <p><i>Operator Workstation: 20 [expandable to 50]</i></p> <ul style="list-style-type: none"> • Based on latest Intel Core 2 processor • or above from reputed manufacturer • 2 GB RAM Upgradable to 4 GB • 160 GB HDD or above. • 17" Colour Monitor • 1000 Mbps Network Card • DVD Combo Drive • Sound card with good quality headset
--	--	---

2.	Equipment at Each Service Provider Site [Store and Forward Servers]	<ul style="list-style-type: none"> • OS: Linux /Windows 7 <p>Networking Equipment</p> <ul style="list-style-type: none"> • 2 nos. of 48 Port, 10/100/1000 Mbps Ethernet manageable L2/L3 Switch (from reputed manufacturer) • Router for connecting GSM/CDMA <ul style="list-style-type: none"> ○ Minimum 32 x 2 Mbps E-1 interfaces from a reputed manufacturer ○ Minimum 6 ports of 10/100/1000 router Ethernet ports • Connectivity of CMC to TSPs including all necessary equipments like HDSL/ MLDN Modems, interfaces, cables, leased lines, etc. will have to be arranged by the vendor with warranty. • Maintenance of the leased lines for connectivity will also be the responsibility of the vender. <p>Other Equipments :</p> <ul style="list-style-type: none"> • 19" standard server rack along with accessories likes rack mountable KVM switch. Monitor Keyboard, Mouse, CAT 6 cables etc. <p>UPS System :</p> <ul style="list-style-type: none"> • 7 KVA On-line UPS System of reputed make for Servers, Networking Equipment with 1 hour back-up. • 625 VA offline UPS of reputed make With 30 minutes backup for every workstation. <p>Store and Forward Recording Server: 1 at each of service provider sites</p> <p>Same specifications as at Sl. No. 1 above</p> <p>Networking Equipment : Router with one 2x2 MBPS E1 interface and</p>
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		3x10/100/1000 Mbps router ports from a reputed manufacturer (latest model).
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The quantities indicated above are approximate. Vendor/bidder shall indicate detailed bill of material based on his assessment of hardware/software requirements. The prices quoted should take into account the latest hardware configuration (e.g. 64 bit, expandable memory, Multiple processor, 3GHz and above) in order to last the lifetime of the application (5 years)

3. Recovery and Backup

The solution offered must include a back-up & recovery system of adequate capacity providing for proper back up in a reasonable time window.

The system shall be configured so that backup is completed within an acceptable period of time, with a minimum of system downtime and manual interference.

4. Additional Servers

The proposal must offer as many numbers of additional servers, as may be required to run one or more of the associated software tools and products forming part of the solution.

5. In case one or more (or all) offered tools run on the main server system itself, the appropriate configuration for that part of the load must be additionally provided for in the solution clearly mentioning this distinct load and configuration requirement.

6. Hardware/Software Components

The Vendor/Bidder must ensure that any Hardware and system software components required for the project is included in the offer in terms of different servers/Operating systems/ any other system software and tools.

In case it is discovered during the project that any Hardware/Server/System Software component has not been included in the original Bill of Material of the selected bidder/, but is required for the solution, the bidder/ at no additional cost shall provide the same to the Buyer/Purchaser.

All patches/upgrades to be provided during 5 years period without any additional cost to the Purchaser.

7. Workplace/ hardware/ seating arrangements for the employees of the Contractor

The Contractor will carry out all development work at their own premises. The Purchaser is not liable to make any workplace/hardware/seating arrangements for the

employees of the Contractor for the purpose of building software. Contractor should clearly state the number of seats, computing and networking environment required for these resources and it is entirely the privilege of the Purchaser to accept or reject these requirements.

SECTION VI

BID FORMS

FORMAT FOR COVERING LETTER

Ref:

Date :

To,

Subject: TCIS for the State Special Branches

Dear Sir,

After examining the RFP Documents, I/we, the undersigned, offer to provide the Solution/Services as defined and described in the RFP Document, on the terms and conditions mentioned in the RFP Document and for the sum / prices indicated as per financial bid. I/we hereby undertake that we accept all the conditions of the contract of the Bidding Document and will supply the complete systems (Hardware, Software etc) as per the technical specifications / functional requirements indicated in the bidding documents.

2. I/we further undertake that we fulfill the eligibility criteria stated in Section-I and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required bid security are furnished with this bid form.

3. I/we further undertake, if our bid is accepted, to supply, install and commission the said solution/system and provide services in accordance with the requirements and the delivery schedule as mentioned in the Section-II of the RFP document.

4. If our bid is accepted, we will furnish a performance security for a sum equivalent to 10% of the Contract Price for the due performance of the Contract.

5. I/we agree to abide by this bid for the Bid validity period specified in Clause 6 of the Section-II, ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid including subsequent correspondence, if any, together with Buyer/Purchaser's acceptance of bid and detailed purchase/work order shall constitute a binding Contract between us.

6. I/we undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

7. I/we understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ____ day of _____ 2011

Signature (Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY / EMD

Whereas
(hereinafter called the "vendor/bidder ")
has submitted their offer dated for the
implementation of Telephone Call Interception System 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 "Bank")

..... in the sum of.....
(hereinafter called the "Purchaser ") 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 of 20

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the vendor/bidder withdraws or amends, impairs or derogates from the bid in
any respect within the period of validity of this bid.

(2) If the vendor/bidder having been notified of the acceptance of his bid by the
Purchaser during the period of its validity:-

a) If the vendor/bidder 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 bid
validity and any demand in respect thereof should reach the Bank not later than the
above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE SECURITY

In consideration for the Police Modernisation Division (hereinafter called "the Purchaser") having agreed to exempt (hereinafter called "the said Contractor (s)" from the demand, under the terms and conditions by an contract dated made between and of Performance Security for the due fulfillment of the said contractor (s) of the terms and conditions contained in the said contract, on production of Bank Guarantee for Rs (Rupees We (hereinafter called the Bank") at the request of Contractor (s) do hereby undertake to pay to the Purchaser an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach of the said Contractor (s) of any of the terms or conditions in the said contract.

2. We do hereby undertake to pay the amount due and payable under this Guarantees without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said contractor (s) of any of the terms and conditions contained in the said contract or by reason of the contractor (s)'s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) / Vendor (s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor (s) / Vendor (s) shall have no claim against us for making such payment.

We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or tillthat the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before

We further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor (s) or by way such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs and shall remain in force until Unless a claim or suit under this guarantee is filed with us on or before ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FOREFEITED and the Bank shall be relieved and discharged from all liabilities therein.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Vendor (s).

We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing.

Dated the date of year 20.

For.....

(indicate the name of Bank)

Signature

Name of the officer

(in block capital)

Designation of

Code No

Name of the Bank and Branch.

FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT

With reference to contract No. iiii concluded between the Police Modernisation Division, hereinafter

referred to as 'the Purchaser' and M/s hereinafter referred to as the "the contractor" for the implementation of TCIS for the Special Branches of States as detailed in the above contract which contract is hereinafter referred to as "the Said Contract" and in consideration of the Purchaser having agreed to make an advance payment in accordance with the terms of the Said Contract to the said contractor, we the

_____ bank, hereinafter call 'the Bank' hereby irrevocably undertake and guarantee to you that if the Said Contractor would fail to supply and implement the said system in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum upto a maximum of Rs. (Rupees only) paid as advance to the Said Contractor in accordance with the provisions contained in Clause of the Said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to supply and implement the said system in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We do hereby undertake to pay the amount due and payable

under this Guarantees without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said contractor (s) of any of the terms and conditions contained in the said contract or by reason of the contractor (s)'s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

4. We undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) / Vendor (s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor (s) / Vendor (s) shall have no claim against us for making such payment.

6. We.....further agree that the guarantee herein contained shall remain

in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before

7. We further agree with the Purchaser that the Purchaser shall have

the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor (s) or by way such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. Notwithstanding anything contained herein above our liability under the guarantee is

restricted to Rs and shall remain in force until Unless a claim or suit under this guarantee is filed with us on or before ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FOREFEITED and the Bank shall be relieved and discharged from all liabilities therein.

9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Vendor (s).

10. We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing.

Dated the date of year 20....

For.....

(indicate the name of Bank)

Signature

Name of the officer.....

(in block capital)

Designation of

Code No

Name of the Bank and Branch

ACCEPTANCE CERTIFICATE

No.

Date:

M/s.

Sub: Certificate of commissioning of Services/Systems

1. This is to certify that the Services/Systems as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed, commissioned and implemented.

a. Contract No. _____ dated _____

b. Description of the Services/Systems _____

c. Quantity _____

d. Date of commissioning and proving test _____

2. Details of services not yet supplied and recoveries to be made on that

account: Sr.No.	Description	Amount to be recovered
-----------------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and Staff have been trained to operate the Services.

4. The Contractor has fulfilled his contractual obligations

satisfactorily Or

The Contractor has failed to fulfill his contractual obligations with regard to the following.

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-tender of Services/System is given under Para No.2.

6. The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificates:

a. The contractor has adhered to the time schedule specified in the contract in dispatching the Services/manuals pursuant to technical Specifications.

b. The contractor has supervised the commissioning of the services in time i.e, within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the Services.

c. Training of personnel has been done by the Contractor as specified in the Contract.

d. In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.

PERFORMANCE STATEMENT FORM

1. Client List

Please provide details of the clients who are currently using the similar product(s) / solution(s) OR the client sites where the implementation of the similar product(s) / solution(s) is in progress.

Client Name	Product Name and Version	Module	Year of Purchase	Currently in use (Yes/No)	Implementation Status	Site(s) Details	Number of Users
I.	a)				Implemented / In Progress		
	b)						
	O						
II.							
III.							

2. Reference Sites

Bidder is required to provide the details of at least one reference site where the similar product(s) / solution(s) have been implemented. The Buyer/Purchaser reserves the right to contact the reference provided by bidder, at any point of time in the evaluation period. The following table lists the required information on reference sites.

During the evaluation period the Buyer/Purchaser reserves the right to ask for more references if for some reasons it is not satisfied with the responses of the reference already provided.

	Details
Client Name	
Business Domain	
Address	
Contact Person / Telephone / E-mail / Fax	
Modules implemented (with version number)	
Date and Period of Implementation	
Number of sites and users at individual sites	
Degree of Systems Integration required for Implementation and Time for Integration	
Details of	
• Servers	

• Operating Systems	
• Database	
• Network	
• Other resources	
Details of services provided	

CONTENTS AND FORMAT OF FINANCIAL BID

1. Cost of Solution/System/Services a) Cost Break up:

S. No.	Item	Quantity	Backup DR quantity	Unit Price (Rs.)	Total Price (Rs.)
1.	Hardware (details to be provided)				
	a.				
	b.				
	c.				
	d.				
	Upgrade Cost for Hardware				
	Sub-total				
2.	Application Software (details to be provided)				
	Initial Software license Fee (details to be provided)				
	Third Party Tools (details to be provided)				
	a.				
	b.				
	Upgrade Cost for Software/Third Party Tools				
	Sub-total				
3.	Customization cost				
4.	Deployment Cost				
5.	Training Cost				
6.	Other costs (Sales Tax/VAT, service tax, excise, packing, forwarding, freight and insurance cost etc) (details to be provided separately)				
7.	Cost of Source code(if made available)				
8.	Discount percentage				
9.	Travel and expenses				
10.	Data migration/conversion services cost				
11.	Support cost				
12.	AMC for 4 years after warranty period of one year.				
	a. 1 st Year				
	b. 2 nd Year				
	c. 3 rd Year				
	d. 4 th Year				

	Sub-total				
13.	Total Project Cost				

b) Total Project Cost in words Rupees..... only.

Pricing of these major components of the solution must be broken down.

The bidder shall give the total composite price inclusive of all levies and taxes, i.e. customs duty, sales tax/VAT, service tax & excise, packing, forwarding, freight and insurance etc. but excluding Octroi / Entry tax, which will be paid extra as per actuals, wherever applicable.

The basic unit price and all other components of the price need to be individually indicated. Prices of incidental services should also be quoted.

PRICE SCHEDULE FOR INDIGENOUS EQUIPMENT

Sl. No	Item description	Quantity	Ex-factory price (Basic Unit Price exclusive of all levies & changes	Excise Duty		Sales Tax		Freight, Forwarding Packing & Insurance		Any other levies / changes	Unit Price inclusive of all levies & changes (4+6+8+10+11)	Total Price inclusive of all levies & charges (3X12)	Discount offered if any	Total Discounted Price (13-14)
				%	Amount	%	Amount	%	Amount					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Masked Price Bid should be submitted along with the Technical Bid. The masked price bid will also constitute the following:

Project Cost	Details Submitted
--------------	-------------------

Initial Software license Fee	Yes
Customization cost	Yes
Deployment Cost	Yes
Annual Maintenance Cost for solution	Yes
Upgrade Cost	No
Training Cost	Yes
Hardware & Other Software Cost (details to be provided separately)	Yes
Other costs (service tax, freight cost etc) (details to	Yes

be provided separately

Cost of Source code(if made available)	No
Discount percentage	Yes
Travel and expenses	Yes
Support cost	Yes

SERVICE SUPPORT DETAILS

Location		NEAREST SERVICE CENTER					
Ph. No.	Telex / Fax No.	Status of Office Working Days & Hours	No. of Software Engineers	No. of Hardware Engineers	No. of Hardware Staff	Details of Engineers Certifications	Details of Staff Experience relevant to Data Warehousing

Signature and of the Vendor/bidder/

COMMERCIAL DEVIATIONS

Name of Bidder

Subject: Commercial Deviations for _____ Package

The following are the Commercial Deviations and Variations from and exceptions to the Specifications and documents for subject package. These deviations and variations are exhaustive. Except these deviations, the entire Contract shall be performed as per your specifications and documents.

Volume/ Section	Clause No. / Page No.	As specified in the Specification	Commercial Deviations/ Variations to the Documents	Cost of withdrawal for Deviation on terms of payment

Name of the Person:

(Signature)

In capacity of : _____

Date :

Place

(Designation)

(Duly Authorised to sign the Bid for
and on behalf of) _____

Note :

1. Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this schedule.

PRESS NOTICE

NIT- No. D/21013/30/3238/29.4.2011/TCIS/MHA(PW) dated 29.04.2011

Applications for Pre-qualification are invited for issue of tender by the -----
-----New Delhi for supply of TELEPHONE CALLs INTERCEPTION SYSTEM for 30 states special
branches from the following.

- 1) The Indian Companies registered to manufacture the tendered item in India.
- 2) Last date and time of receipt of application...16.06.2011 at 1600 hrs.
- 3) Applications shall be accompanied by the following documents:
 - (i) Certificate of Incorporation
 - (ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - (iii) Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, GOI.
 - (iv) Approval from Reserve Bank of India/SIA in case of foreign collaboration.
 - (v) Documents substantiating claims of experience.
 - (vi) Annual Report and /or a certificate from its bankers as an evidence that he has financial capability to perform the contract.
 - (vii) Documentary evidence about technical and production capability necessary to perform the contract

Date of sale & opening of tenders shall be intimated to the firms later on.

The department however, reserves the right to reject any application for issue of tender papers without assigning any reason.

Incomplete applications are liable for rejection.

Director (Procurement)
MHA

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

(To reach Director (P) before date of bid opening)

To
The Director (Procurement),
Police Modernisation Division
(Government of India)
New Delhi.

Subject: Authorization for attending bid opening on
.....(date) in the Tender of
.....

**Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of
.....(Bidder) in order of preference given
below.**

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate
Representative

Signatures of bidder
Or
Officer authorized to sign the bid
Documents on behalf of the bidder.

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.