

PROJECT BACKGROUND

CCTNS aims at creating a comprehensive and integrated system for enhancing the efficiency and effectiveness of policing at all levels and especially at the Police Station level through adoption of principles of e-Governance, and creation of a nationwide networked infrastructure for evolution of IT-enabled state-of-the-art tracking system around "investigation of crime and detection of criminals" in the real time, which is a critical requirement in the context of the present day internal security scenario.

To facilitate standardization across States/UTs, NCRB would develop Core Application Software (CAS) centrally through a Software Development Agency (SDA). CAS has two components viz CAS (Centre) and CAS (State) which would then be customized and implemented at the State level by the System Integrator (SI).

Each State/UT is required to implement State/UT level Core Application Software CAS (State). CAS (State) would include selected functionalities of the Police Department at the state level, with emphasis on the Police Station functionality. CAS (State) needs to be designed and implemented as per the unique requirements of each State. At the same time, CAS (State) is also required to integrate with CAS (Centre).

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General

- 1.1 Bids are invited in two bid system i.e. Technical bid and Financial bid only from the firms having ISO certification and empanelled by the Department of Information Technology, Government of India for Execution of such projects.
- 1.2 Firms are advised to study the document thoroughly. Submission of technical bids and financial bids shall be deemed to have been done after careful study and examination of the technical bids and financial bids document with full understanding of its implications. The bidder must fully understand the scope of the solution as outlined in this Tender. This section provides the general instructions on the bid process for the purpose of this TENDER. The bidders are expected to examine, understand and comply with all the instructions, formats, terms & conditions, solution requirements and other information in this TENDER before submitting the bids. Failure to furnish all the information required in this TENDER or submission of a proposal not substantially responsive to the TENDER in every respect will be at the bidder's risk and may result in rejection of its proposal. From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the State Police Function on any matter related to its proposal, it should do so in writing within a week time after publication of this Tender.
- 1.3 Any effort by the bidder to influence State Police Function in the proposal evaluation, proposal comparison or contract award decision processes may result in the rejection of the bidder's proposal.

Important

- 1.4 **Bidders can raise their queries in writing w.r.t. tender, which should reach to this office within a week time after floating the tender. All such queries will be replied by the department within a week time. Queries by the bidders received late will not be entertained under any condition. No verbal clarification will be entertained.**

1.5 Bidding Process

The bidding process for this tender document will include the following steps:

- i. Publication of the tender with all the formats, requirements, specifications, terms and conditions etc.
- ii. Receipt of the queries and requests for clarifications (RFC) on the tender documents and specifications from the bidders.
- iii. Circulation of the answers to queries and the clarifications, if any, on the Tender documents and the specifications, to all the empanelled bidders.
- iv. Submission of the technical and financial proposals by the empanelled bidders of DIT, GoI as specified in Clause 1.1 of Chapter-1.
- v. Bidder Qualification:

The "Bidder" as used in the document shall mean the one who has signed the Bid Form.

The Bidder may be either the I.T. Company having required experience in this field for which prices are quoted on the Price Schedule **(Chapter-9)** or his duly authorized dealers, in which case he shall submit a certificate of authority. But the condition for completion of similar project costing **Rs. 25 Crore** is also binding upon the authorized dealer. In such condition project cost of the principal company will not be considered.

Bidder must have completed at least one similar e-Governance project with Central/State Govt to the tune of **Rs. 25 Crore**.

- vi. Opening and Evaluation of the Technical bids of the qualified bidders.
- vii. Announcement of Technical Evaluation Results.
- viii. Opening of the financial bids submitted by the bidders qualified at the technical evaluation stage.

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- ix. Identification of bidder with lowest value techno-financial bid (L1).
- x. Finalization of contract.

The team proposed by the consulting agency for SPMC engagement in Chandigarh shall be interviewed by the State Empowered Committee of Chandigarh for this project or its designated member before commencing the engagement.

- 1.6 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract. No request for the change of price or time schedule of delivery of reports shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 1.7 The State Empowered committee of Chandigarh for this project or its designated members reserves the right to relax any terms & conditions in the Govt. interest.
- 1.8 No conditional/optional bid shall be accepted and Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.

2. **Schedule of Tender:**

- 2.1 The detail tender documents can be downloaded from the official web site of Chandigarh police www.chandigarhpolicenic.in and bidders have to submit Tender fee for Rs. 10000/- (Ten Thousand rupees only) (non refundable) along with tender document.
- 2.2 The sealed bids will be accepted till **29.03.2010**. The bids may be deposited personally or by Registered Post/Courier addressed to the **Inspector General of Police, U.T. Chandigarh. Chandigarh Police Head Quarters Sector 9-D, Chandigarh Pin - 160009**, such tenders should reach on **29.03.2010** before **1130** hours. Bids received late will not be entertained.
- 2.3 The Technical bids will be opened on **29.03.2010** at **1500** Hrs. on at PHQ. The bidders or their authorized representatives may be present, if they so desire.
- 2.4 After evaluation of the Technical bids along with documents as proof submitted by the vendors, the short-listed Bidders will be intimated.

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The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.

- 2.5 Financial bids of the technically short-listed Bidders will be opened and bidders will be intimated well in advance about the date and time of opening of bids. The short-listed bidders or their authorized representatives may be present, if they so desire.

3. **State Empowered Committee/State & Distt. Mission Team of Chandigarh for this project to vary level of work at the time of placement of Supply Order/ Signing of Contract**

The State Empowered Committee/State & Distt. Mission Team of Chandigarh for this project reserves the right to modify the work to be allotted to the firm within scope of work.

4. **State Empowered Committee/State & Distt. Mission Team of Chandigarh for this project has right to accept any Bid and to reject any or all bids:**

The State Empowered Committee/State & Distt. Mission Team of Chandigarh for this project has the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

5. **Bid Security (Earnest Money):**

- 5.1 Bid Security (Earnest Money) amount for 5 lacs in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, from any of the financial banks, in an acceptable form in favor of the **Inspector General of Police, U.T. Chandigarh. Failure to do so will result in the rejection of the bid.**

- 5.2 The Bid Security (Earnest Money) shall be valid for a period of 6 months from the date of opening of the Bid by the Purchaser, in case of short-listed Bidders. No interest will be payable by the Purchaser on this amount.

- 5.3 The Bid Security (Earnest Money) may be forfeited:

- a) If a Bidder withdraws his bid during the period of bid validity; or
- b) In the case of the finally selected Bidder, if the Bidder fails;

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- i) to sign the Contract in accordance Clause 1 of Chapter-2 ; or
- ii) to furnish Contract Performance Security in accordance with Clause 2 of Chapter-2 ; or
- iii) If at any stage any of the information/ declaration is found false.

5.4 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to Clause 1 of Chapter-2 and furnishing the Contract Performance Bank Guarantee, pursuant to Clause 2 of Chapter- 2.

6. Period of Validity of Bids:

Bids shall remain valid for 06 (Six) calendar months from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

7. Registration with Sales Tax/VAT Department:

The bidders should have their firm registered with the Sales Tax/VAT Department, with respect to Sales Tax/ VAT and shall furnish copies of the same with their Technical Bid along with their latest Sales Tax/ VAT Clearance Certificates on the enclosed Performa **(Annexure-A-8)** or latest Sales Tax/VAT deposit receipt from the concerned department.

8. Terms and conditions of Tendering Firms:

8.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.

8.2 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.

8.3 Bidder must state categorically whether or not his offer conforms to the requirement in the scope of work given in Chapter 3-7. Bidder must clearly specify the deviation in the technical bid. Bidder is free to quote better qualification of the professionals as asked in the Scope of work for SMPC or to add any better solution whichever are not indicated in Chapter. But under no condition any solution offered by the bidder and not mentioned in the scope of work will be accepted.

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8.4 **Bidder must understand that the L-1 bidder have to complete the work within time frame mentioned in the Annexure of Scope of work. L-1 will not be allowed to further allot the work to any other company.**

8.5 Bidder who will quote the comprehensive solution for the entire project as per scope of work will be eligible for this tender. Any bid which have partial quote for a specific job only, will be rejected.

9. Bid Requirements:

9.1 The Successful Bidder(s) shall be required to furnish Contract Performance Bank Guarantee for 10% of the Contract Value, at the time of award of Contract as per the prescribed Performa. Performance Security (Security Deposit) has to be obtained from any successful bidder irrespective of its registration status. The Performance Security can also be furnished in the shape of Account Payee Demand Draft, FDR from any Commercial Bank in an acceptable form.

9.2 Bidders must submit a list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India. The firms blacklisted by any Govt. Department, shall not be considered for this tender.

9.3 Bids not accompanied by Tender Fee and Earnest Money will be rejected.

9.4 Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected.

9.5 The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.

10. BID PRICES:

10.1 The Bidder shall indicate on the Price Schedule (Chapter – 9) attached to these documents the comprehensive Price of the project report as required by the department.

i) Total price for the project study report in Indian Rupees

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- ii) Extended price in Indian Rupees.
- iii) Sales Tax/VAT in Indian Rupees.
- iv) Other Govt. levies, if any.
- vi) Total Price, FOR destination.

- 10.2 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- 10.3 It should be noted that payment by the Purchaser towards other Govt. levies would be made at actual against documentary proof submitted by the Contractor/Supplier. The Purchaser would provide appropriate Sales Tax/VAT forms applicable to the purchases made on behalf of Government of India.
- 10.4 The supply/billing should be made from the firm/place of C.S.T. / ST/ Work Contract Registration Clearance.
- 10.5 The Purchaser will make all payments, under this contract, in Indian rupees
- 10.6 The bidder should ensure that all columns of the price schedule Chapter -8 may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.

11. GUARANTEE/WARRANTY

- 11.1 The Bidder shall provide regular services to the purchaser till the selection of System Integrator and there after for at least six month after appointing the System integrator.
- 11.2 All the conditions as mentioned in the Scope of work for CCTNS project will be applicable on the bidder.
- 11.3 After submission of reports by SPMC bidder have to depute a team of experts to monitor the execution by System Integrator and will submit a weekly status report to the State Apex committee/State Empowered Committee constituted for this project.
- 11.4 It shall be noted by all the bidders that a Contract Performance Security equivalent to 5% of the Contract Value shall be deposited by them for a period of 01 years

12. Contents of Bid:

The Bids prepared by the Bidder shall comprise of the following two components: -

- a) Technical Bid comprising of the following and to be filled on the format sheets provided in each Tender Document. This is mandatory:
 - i) Technical Bid (Chapter-8)
 - ii) Bidder Particulars (Annexure A-1)
 - iii) Bid Form (Annexure A-2)
 - iv) EMD in the shape of Account Payee Demand Draft/Pay Order/Bank Guarantee/FDR in favour of Inspector General of Police, U.T. Chandigarh , Chandigarh . (Clause 5 of Chapter 1)
 - v) Only relevant Technical brochures/documents to the Bid
 - vi) Copies of ST/VAT Regn. & Clearance Certificates/ latest Sales Tax/VAT deposit receipt
 - vii) Account Payee Demand Draft for Rs. 10000/- in favor of Inspector General of Police, UT, Chandigarh shall be attached towards Tender fee Non refundable)
 - viii) Certificate as per clause 9.2 of Chapter 1
 - ix) Check List of Technical Bid
- b) Financial Bid comprising of the following and to be filled in accordance with the formats provided in the Tender Document:
 - i) Bid Letter (Annexure A-5)
 - ii) Price Schedule (Chapter-9)
 - iii) Schedule of Requirements (Chapter 3-7)
 - iv) Check List of Financial Bid (Annexure A-9)

13. Procedure for Submission of Bids:

- 13.1 It is proposed to have a Two-Cover System for this tender. **Technical Bid** in one cover duly sealed and super-scribed "Technical Bid, and **"Financial Bid" Tender for S-PMC under CCTNS Project for Chandigarh Police"** Please note that prices should not be indicated in the Technical Bid. If found the bid will be rejected without assigning any reason.

Financial Bid in one cover duly sealed and super-scribed "Financial Bid and **"Tender for S-PMC under CCTNS Project for Chandigarh Police"**

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13.2 Both the **Technical Bid cover** and **Financial Bid** Cover prepared as above are to be kept in a single sealed cover super-scribed with bids for **Tender for S-PMC under CCTNS Project for Chandigarh Police"**

13.3 All the covers should also indicate clearly the name and address of the Bidder.

14. Bid Submission

14.1. The bid in response to the current Tender should be submitted in two parts: -

a. **Technical Bid:** The format for submission of technical bids is provided in Chapter-8.

b. **Financial Bid:** The format for submission of financial bids is provided in Chapter-9.

14.2. The technical and financial bids should be prepared exactly as per the formats specified. The technical response should be concise and must not exceed 25 pages. Any response not as per the specified format may be liable to be rejected.

14.3. **No marketing literature pertaining to the Consultant should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.**

14.4. The financial and technical proposals should be submitted separately as defined in Clause 13.1 of Chapter-1. There should not be any financial information in the technical proposal.

14.5. The technical proposal should also be submitted in a soft copy format in a CD. The financial proposal should be submitted in hard copy only. The sealed technical and financial proposals should be submitted as per the format specified in the Tender at the address provided below.

**Inspector General of Police
UT, Chandigarh
Addl. Deluxe Building,
Chandigarh Police Headquarters
Sector-9D, Chandigarh**

14.6. The last date for submitting the technical and financial Proposal is **29th of March, 2010 latest by 1130 hours** refer to Clause 2.2 of Chapter-1.

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15 BID EVALUATION

EVALUATION OF THE TECHNICAL PROPOSAL

The CCTNS Evaluation Committee (CEC) shall first evaluate the technical proposals on the basis of their responsiveness to this TENDER and applying the evaluation criteria as specified below

An Evaluation Score (ES) shall be assigned to each prospective bidder on the basis of the technical bid submitted. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria table:

Evaluation Criterion		Max. Score	Scoring Method
1. Experience of the Firm/India Operations		30	Cut-off:20
1.1	Experience of providing consultancy for IT projects (activities must include DPR preparation, program planning, FRS creation, TENDER preparation and bid process management): Number of such projects each exceeding a consulting fee of Rs. 30 lakhs with Government/Public Sector units.	6	3-5:4 6-9:5 >=10:6
1.2	Experience of providing consulting services for existing e-Governance projects. Please provide the number of such projects exceeding a consulting fee of Rs. 30 lakhs	4	3-4:2 5-6:3 >=7:4
1.3	Consulting experience involving the preparation of Detailed Project Reports (DPR) for IT projects. Please provide the number of such projects exceeding a consulting fee of Rs. 20 lakhs	4	2:1 3:2 4:3 >=5:4
1.4	Number of IT projects with experience in Bid Process Management / selection of a private vendor	4	2:1 3:2 4:3 >=5:4

1.5	Experience in Project Management for IT projects (must include all key components of an IT system including application, hardware, connectivity and data centre, system integration and commissioning, etc.). Please provide the number of such projects exceeding a consulting fee of Rs. 50 lakhs	5	3-4:3 3-4:4 >=5:5
1.6	Experience in post-implementation SLA monitoring (for projects such as n 2.5 above) for IT projects. Please provide the number of such projects exceeding a consulting fee of Rs. 50 lakhs	2	1-2:1 >=3:2
1.7	Financial Value of the Top-4 e-Governance projects: the average Financial value of the Top-4 e-Governance projects (in rupees lakhs) will be considered for evaluation.	5	30-75 L:3 75-150 L:4 >=150 L:5
2	Proposed methodology and work plan	30	Cut-off:18
2.1	Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in this TENDER.	10	Cut-off:6
2.2	Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	10	Cut-off:6
2.3	Proposed Project Plan detailing out dependencies and assumptions with action plan.	10	Cut-off:6
3	Profiles proposed for key roles	40	Cut-off:18
3.1	Team propose for State The team proposed will be evaluated on the following parameters: i. Skill set mix proposed ii. Number of consultants in the team iii. Presence of experts in the team	10	Cut-off:6

3.2	Profiles of proposed Team Members The bidder shall provide CVs of personnel for key roles required to be staffed by the SPMC The shortlisted consultant would be required to deploy an appropriate Team at the state / UT consisting Project Manager, Subject Specialists and Team members, etc. For the purposes of evaluation, please provide CVs of the following profiles: i. Project Manager ii. Senior Consultant Consultant (including technical consultants) iv. Technical Lead v. Any other experts Each CV will be evaluated on the basis of the following parameters. Percentage credit for the parameter is provided in parentheses. i. Academic qualifications – degrees and academic institutes (20%) ii. Years of total consulting experience (20%) iii. Number of relevant projects worked in (20%) iv. Breadth of experience (breadth of roles served in relevant projects) (20%) v. Number and the level of consulting staff proposed to be deployed in each State/UT for a model State (details provided later in this TENDER) (20%)	30	Each CV will be evaluated as per the following key stated in column-2
Total Points		100	Cut-off:75

The threshold score for technical qualification would be 75.

CHAPTER - 2

CONDITIONS OF CONTRACT

1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 10 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring along with him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract.

1.3 Terms and Conditions

- i. The selected Consultant will be fully and completely responsible to State Mission Team headed by the State Nodal Officer for all the deliverables.
- ii. The interested bidders shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with Chandigarh Police . Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the tender.
- iii. The bidders should note that the successful bidder will not be eligible to bid for the activities related to supporting the State Governments in the role of project implementation at the State level, while they are supporting the State through this engagement.
- iv. Chandigarh Police requires that the Consultants should provide professional, objective, and impartial advice and at all times hold the interests of the State/UT Government paramount, strictly avoid conflicts with other assignments/jobs or their own

corporate interests and act without any consideration for future work.

- v. Chandigarh Police Department reserves the right to accept or reject any bid, to annul the entire bid process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) the grounds for such decision. Chandigarh Police also reserves the right to negotiate with the successful bidder if necessary as per rules.
- vi. State Mission Team will manage the project and the proposed resources shall report to the State Nodal Officer. Other team members from State Mission Team and District Mission Team will work in close proximity with the selected consultants to oversee the deliverables of the project.
- vii. In case any of the proposed resources are found to be not performing or not meeting the expectations of State Mission Team, the consultant shall find a replacement for the resource. State Mission Team will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
- viii. State Mission Team/State Empowered Committee reserves the right to terminate the contract by giving a notice of one month if the performance of the Consultant is not found satisfactory. The consultant shall be given a period of fifteen days to cure the breach or fulfill the contractual obligations, failing which State Mission Team/State Empowered Committee shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- ix. The Consultant to be selected through this bid process will provide deliverables as indicated in this document and support Chandigarh Police in planning for implementation of CCTNS. The consultant should note that as a part of requirement for this assignment the consultant will share with Chandigarh Police all intermediate documents, drafts, reports and any other item related to this assignment. No work products, methodology or any other methods used by the consultant should be deemed as proprietary and non-shareable with Chandigarh Police by the consultant.
- x. The contract will be awarded to the bidder whose proposal conforms to the tender and is, in the opinion of Evaluation Committee, the most advantageous and represents the best value to the

assignment, price and other factors considered. State Mission Team/State Empowered Committee reserves the right to negotiate with the most competitive bidder if required.

- xi. No part of this document including the Annexure can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of Chandigarh Police Department except to the extent required for submitting bid and no more. The information contained in this document is only disclosed for the purposes of enabling you to submit a proposal for CCTNS SPMC assignment. This document should not therefore be used for any other purpose. This document contains proprietary information furnished for evaluation purposes only; except with the written permission of State Mission Team/State Empowered Committee, such information may not be published, disclosed, or used for any other purpose. You acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, are and at all times shall remain the sole property of Chandigarh Police Department. The title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with Chandigarh Police Department. Bidders must agree to take utmost care in protecting the proprietary and confidential nature of the information contained herein.
- xii. Chandigarh Police Department, by issuance of this Tender does not necessarily indicate or imply that the project will be commenced. The consultant will absolve Chandigarh Police Department of all responsibilities if the project does not start within a stipulated time-frame. Chandigarh Police reserves the right to withdraw this assignment any time without prior consultation or intimation to the bidders.
- xiii. The bidder shall not make any alteration / changes in the bid after the closing time and date. Unsolicited correspondence from the bidder will not be considered.
- xiv. If at any stage of the tendering process or during the currency of the agreement, any suppression / misrepresentation of such information is brought to the knowledge of Chandigarh Police Department, Chandigarh Police Department shall have right to reject the bid or terminate the agreement, as the case may be, without any compensation to the bidder.

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- xv. The bidder shall be deemed to have complied with all clauses in this Tender. Evaluation shall be carried out on the available information in the bid.

2. Contract Performance Bank Guarantee:

- 2.1 At the time of signing the contract, the Company shall furnish a Contract Performance Bank Guarantee for 10 percent of the value of the Contract value, as per the prescribed Performa (Annexure A-7) from a Commercial Bank. The Performance Security can also be furnished in the shape of Account Payee Demand Draft, FDR from any Commercial Bank in an acceptable form.
- 2.2 The Contract Performance Security will be in the name of the **Inspector General of Police UT Chandigarh, UT Police Headquarter's Sector 9-D, Chandigarh - 160009.**
- 2.3 The Contract Performance Security should be initially valid for a period of **1 (One) year** from the date of assigning the project. This will be released after the successful completion of warranty period.
- 2.4 In the event of delay in acceptance of the reports as required in the scope of work for this project, the Bidder shall, at the request of the Purchaser, extend the validity of the Contract Performance Security so as to cover the warranty period.

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

Advance Payment / Mobilization Advance: **10%** against Bank Guarantee.

Sr. No.	Deliverable	Payment (%)
1	Detailed Assessment Report	10%
	Phase I	30%
2	Functional requirement specifications & Data Migration Report	
3	Infrastructure requirements	
4	Process Re-engineering Report & Drafting Government orders	
5	Project Implementation Requirements	
6	Project Implementation and Monitoring (PIM) Plan	
	Phase II	10%
7	Request for proposal (TENDER) for System Integrator (SI)	
8	Bid Evaluation Report	
	Phase III	50%
9	Implementation Project Plan	
10	Implementation Certification Report	
11	SPMU Terms of Reference	
12	Activity Closure Report	

Payments shall be released on acceptance of Deliverables by the client for the corresponding phase.

Pro-rated deduction may be made from the payments due to non-performance or non-availability of any of the team members.

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3.1 The payment will be made after receipt/Final Acceptance of the project reports and receipt of Supplier's bill complete in all respect in Indian Currency only.

3.2 No advance payment shall be made.

4. Training

The scope of work envisages that the Bidder shall undertake to train the staff nominated by Chandigarh Police in different aspects of project operation & administration.

5. Delay in the Submission of Project report

Delivery of the reports and performance of Services shall be made by the Bidder in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Bidder liable to imposition of Liquidated Damages in accordance with clause-5.2 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with Clause below accompanied by forfeiture of Security Deposit.

5.2 If the bidder fails to Submit the required reports within the stipulated period, the Purchaser reserves the right to impose penalty and has right to forfeit the entire earnest money and also blacklist the company.

6. Liquidated Damages:

If the Supplier fails to deliver any or all the of the reports as mentioned in Chapters 3-7 or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 1 (one) percent of the price for delay in submission of project reports unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery of documents up to a maximum deduction of 05% (Five Percent)

7 **Force Majeure:** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or

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negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

- 8 **Patent Indemnification:** The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license, software piracy if any arising from use of the goods or any part thereof in the Purchaser's country.
- 9 **Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
- 10 **Assign ability:** Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- 11 **Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
- 12 **Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Chandigarh Courts shall have jurisdiction in this regard.

13 Termination for Default

- 13.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
 - (i) If the Supplier fails to deliver any or all of reports required as defined in Chapter 3-7 within the time period(s) specified in the Contract; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 13.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.

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- 13.3 On termination of the Contract for default, action will be taken to black list the Supplier.

14. Termination for Convenience

The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

15. Resolution of Disputes:

In the case of dispute or difference arising between the Purchaser and the Bidder relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the **competent authority of Chandigarh Police** and Two (2) employees nominated by the Bidder, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Chandigarh, India.

Chapter-3

Overview of Services for Core Application Software (State)

a. Citizens Portal Service

This service shall enable Citizens to request services from Police through online petitions and track status of registered petitions and requests online. Citizens requests/services include passport verification services, general service petitions such as No Objection Certificate (NOC) for job, NOC for vehicle theft, NOC for lost cell phone/passport, Licenses for arms, processions etc.

b. Petition Management Service

The service shall enable the police personnel to register and process the different kinds of general service petitions and complaint.

c. Unclaimed/ Abandon Property Register Service

The service shall enable the police personnel to record and maintain unclaimed/abandoned property registers and match the property with property in lost/stolen registers.

d. Complaint and FIR Management Service

The service shall enable the police personnel to register and process the complaints (FIR for cognizable complaints, Non-Cognizable Report for non-cognizable, Complaint Report for general complaints, etc.) reported by the public.

e. PCR Call Interface and Management Service

The service shall enable the police personnel to register and process the complaints as received through the Police Control Room through the Dial 100 emergency contact number.

f. Investigation Management Service

The service shall enable the police personnel to process the complaints through capturing the details collected during the investigation process that are required for the Investigation Officer to prepare a final report.

g. Court and Jail Interface &. Prosecution Management Service

The service shall enable the police personnel to interface with the courts and jails during the investigation process (producing evidence, producing arrested, and remand) and during the trial process.

h. Crime and Criminal Records and Query Management Service

The service shall enable the police personnel to view the several registers and perform basic and advanced queries on the crime and criminal information.

i. Police Email and Messaging Service

The service shall enable the police personnel to send/receive both official and personal correspondence.

j. Periodic Crime and Law &. Order Reports and Review Dashboard Service.

The service shall enable the police personnel to view the reports and dashboards required conduct the periodic crime and law & order reviews of the' police station(s) under the officer's jurisdiction.

k. Notification of Alerts, Important Events, Reminders and Activity Calendar or Tasks Service

The service shall capture/generate the required alerts, important events, reminders, activity calendar and tasks.

l. State-SCRB-NCRB Data Transfer and Management Service

The service shall enable the States/UTs to collate, transform and transfer the crime, criminal, and other related data from state to NCRB.

m. State CAS Administration and Configuration Management Service

The service shall enable the individual States/UTs to configure the application to suit to their State's unique requirements.

n. User Help and Assistance Service

The service shall enable the end user to view the help manuals of the application and in guiding the end user in using the application.

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o. User Feedback Tracking and Resolution Service

The service shall enable the police personnel in logging the issues/defects occurred while using the system.

p. Activity Log Tracking and Audit Service

The service shall capture the audit trail resulting from execution of a business process or system function.

q. User Access and Authorization Management Service

The service shall enable the administrative user in setting the access privileges and will provide authentication and authorization functionality.

Chapter-4

Detailed Scope of Work for SPMC

The SPMC shall be entrusted with the challenging responsibility of guiding the respective State/UT for implementation of the CCTNS project. The team will be required to work in a dynamic environment in which the team will identify the local requirements of the State/UT, while understanding the attached guidelines issued for CCTNS by NCRB and constantly interacting with NCRB for approvals and alignment of the deliverables.

SPMC would provide the required operational support in three distinct phases:

Phase I: Assessment Study at State and Preparation of PIM Report

Phase II: Selection of State System Integrator

Phase III: Implementation Planning & Support

Phase I:

Assessment and Preparation of PIM Report

The SPMC shall carry out an extensive assessment and requirements gathering exercise aimed at defining the requirements at the State level and defining the scope of activities of the State SI. Based on the assessment, a detailed project report shall be prepared by SPMC using the CCTNS Project Implementation and Monitoring Plan (PIM) template provided by NCRB. The PIM Report will include detailed requirements and cost estimates for implementation of CCTNS at State/UT level. The completed PIM Report must be submitted to NCRB for assessment and approval. It is the SPMC's responsibility to have the PIM Report approved by NCRB. Once the PIM Report is approved by NCRB, the SPMC shall prepare the TENDER for selecting the SI based on the model TENDER provided by NCRB. The details of this activity are covered in the following sub-section. The scope of work for the SPMC during the Assessment and PIM Report Preparation phases involves inter alia, the following activities: CCTNS Terms of Reference

1. Understanding of CCTNS project components:

SPMC shall thoroughly understand the project details, the components of the scheme, the funding mechanism, the implementation framework and the guidelines issued by MHA/NCRB for CCTNS. SPMC shall be responsible for ensuring efficient communication with NCRB on a continued basis and conformity to all guidelines and frameworks released by MHA/NCRB.

2. Detailed Assessment:

SPMC will carry out a detailed assessment exercise to study business requirements and implementation details for CCTNS at the State/UT level. The SPMC shall closely interact with the State Police Department and its stakeholders for identification of the following (indicative but not exhaustive):

- a. Stakeholder analysis
- b. Collection of the data (current infrastructure, current systems,) that is required to be provided in the TENDER for the SI
- c. Requirements gathering and analysis: for local configuration / customization for CAS (State) and for Extensions/Enhancements to CAS (State)
- d. To-be processes for functional areas affected by CAS (State) or its extensions
- e. Services and Service levels
- f. Requirements for the digitization of historical data
- g. Network Connectivity Requirements
- h. Capacity Building Requirements and readiness
- i. Infrastructure (including hardware and communications infrastructure) requirements for Police Stations, Higher Offices and Data Centre
- j. Change Management Requirements
- k. Risk factors impacting implementation of CCTNS and corresponding Risk Mitigation Plan

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The geographical scope of the assessment exercise shall cover the following locations:

- i. Number of Police stations to be connected
- ii. Implementation plan for police stations in remote areas
- iii. Vertical connectivity of police units (connectivity with in state)
- iv. Horizontal connectivity with other states and centre
- v. Connectivity with respect to other external entities etc.

No.	Information	Details
a.	Number of Police Station	11
b.	Number of Police Staff	5000+
c.	Number of Districts	1
d.	Existing systems	CCIS & CIPA at police station level
e.	Extent of coverage of existing systems	All police station to higher offices including other units' i.e. EOW, W&CS Unit, CBO Cell, Crime Branch, SCIC
f.	Network connectivity	2 Mbps Leased Line connectivity from police station to police headquarters

3. Functional Specifications:

SPMC shall develop the functional specifications for the extensions/ enhancements of CAS (State) and new modules (ex, Traffic Management, Advanced Reporting, etc.) that are required to meet the State objectives and that are not covered by MHA/NCRB in the CAS (State). The scope of the solutions is given below (to be added by State):

4. Recommendations on BPR:

SPMC after the detailed assessment shall bring out the recommendations on the Business Process Re-engineering at the State based on the overall guidelines provided by MHA/NCRB.

5. Monitoring and Evaluation Frameworks:

Customize the M&E framework based on the M&E framework provided by MHA/NCRB

6. Capacity Building and Change Management:

Develop detailed requirements on Change Management and Capacity Building to be implemented at the State based on the framework provided by MHA/NCRB

7. Data Migration Analysis and Requirements:

Develop detailed requirements on the data migration that needs to be taken up by the System Integrator based on the guidelines provided by MHA/NCRB.

8. Infrastructure Requirements:

Based on the AS IS assessment and suggested solution, the SPMC shall develop detailed infrastructure requirements and specifications for the same including the requirements of the Solution and Technology Architecture, Deployment Diagrams, Data Center, Disaster Recovery Center, Infrastructure Specifications, Operations and Maintenance Services Specifications, Network Architecture and Specifications, and all relevant information that is required to be provided to the System Integrator in the TENDER. The Infrastructure Requirements shall be formulated keeping in view any existing infrastructure as well as utilization of State infrastructure such as SWAN, SDC etc.

9. Requirements for Specialized Infrastructure and Applications:

The SPMC has to detail out clear functional and technical specifications for requirements of specialized infrastructure and applications for the State.

10. Developing Implementation Requirements:

SPMC shall define details for the scope of implementation for various components of CCTNS such as requirements for client hardware, data centre, network connectivity, capacity building, handholding, digitization of historical records, etc. Based on the software solution to be deployed as part of CCTNS at the State level, SPMC shall develop the service-levels for the SI and the outcomes to be achieved by the CCTNS scheme. The SPMC shall ensure that the implementation details are in conformity to the guidelines issued by MHA/NCRB. Any deviations from guidelines issued by Centre having financial implications shall need approval from State Apex Committee/ State Empowered Committee. SPMC shall be responsible for providing details for the following components of CCTNS Scheme:

- a. Number and details of locations to be covered under CCTNS
- b. Infrastructure (Client hardware, peripherals, consumables and site-preparation) at Police Stations, Higher offices, SCRB and any other locations as required.
- c. Infrastructure requirements at Data Centre including server sizing, preparation of disaster recovery centre also hardware and software required at the Data Centre to manage & monitor efficiently
- d. Network (LAN/WAN) Connectivity including type of connectivity, architecture etc
- e. Capacity Building and training requirements including strengthening of training infrastructure, training plan
- f. Change Management Strategy
- g. Digitization of Historical Records and Data Migration Strategy
- h. Handholding, Support and issue escalation process
- i. Tools/ Solutions for Infrastructure Management like Network Management, Security, Asset Management, etc.
- j. Service-levels and measurable outcomes

11. Project Implementation and Monitoring (PIM) Report:

SPMC will prepare a detailed project report to act as a blue print for the implementation of CCTNS in the State/UT. This report shall be based on the template for the Project Implementation and Monitoring (PIM) Plan provided by NCRB. The release of funds to State/UT shall be determined on the basis of NCRB's appraisal of the PIM Report submitted by State/UT. The PIM Report shall be appraised by the State Apex Committee/State Empowered Committees before being forwarded to MHA/NCRB for their assessment. The PIM Report will include the following details (indicative) :

- a. List of Stakeholders
- b. Requirements gathering and analysis for configuration/ customization for Core Application Software (State) and for Extensions/ Enhancements to Core Application Software (State)
- c. Phasing of the functionality/ rollout
- d. Digitization/ Data Migration Strategy
- e. Solution and Technology Architecture including integration with CAS (Centre)
- f. Services and Service levels
- g. Network Connectivity Requirements
- h. Capacity Building Requirements and readiness
- i. Infrastructure requirements for Police Stations, Higher Offices and Data Centre
- j. Change Management Requirements
- k. Handholding, support and issue escalation process
- l. Risk factors impacting implementation of CCTNS
- m. Overall Implementation Plan, sequencing and phasing of activities, timelines
- n. Financial model and estimates (Recurring and non-recurring expense) for Plan period and beyond current Plan
- o. Governance Structure for implementation and subsequent management of the system
- p. Monitoring and Evaluation Framework
- q. Source of funding for Plan period and beyond Plan

12. Handholding Support:

Assist the State in communications with the Center. Handhold the State throughout the process of DPR appraisal, including answering any clarifications that Center may have on the PIM and refining the PIM as required by the Center

13. Drafting Government Orders:

On approval of the PIM report, SPMC shall assist the State Department in identifying the relevant areas which will require issue of Government orders for use of ICT -based initiatives. The consultant shall assist the State Department in finalizing the content, process and approval of such Government orders/ notifications, if any.

Phase II:

Selection of State System Integrator (SI)

The SPMC shall be responsible for providing support to the State/UT for identification of the State SI through a competitive bidding process.

1. Preparation of Request for Proposal (TENDER):

In order to bring uniformity to the process of selecting a SI for the states, MHA/NCRB will provide States/UTs with a model SI TENDER. However, States/UTs differ from each other in terms of the unique requirements of their police department and the extent of computerization / e-Governance in the area of police, the State/UT level CCTNS requirements vary from state to state. In order to suitably address state-specific requirements the SPMC shall customize the NCRB-provided model SI TENDER to reflect the unique requirements of the State/UT (on the basis of the PIM Report approved by NCRB). The SPMC may also need to prepare an Expression of Interest (EOI), in case it is required to short-list bidders for participation in the SI bidding process, before issuing the TENDER.

2. Bid Process Management for selection of the SI:

After preparing the TENDER, the SPMC would be required to support the State/UT in managing the entire bid process for selection of the SI. An indicative list of activities envisaged to be carried out by the SPMC during the Bid Process phase is provided below:

- a. Assist the State in publishing the TENDER document by preparing the content of Notice inviting tender, advertisement, etc.
- b. Managing the Pre-bid Conference
- c. Issue of Pre-bid Clarifications, Addendum/ Corrigendum to the TENDER (if any)

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- d. Preparation of all documentation related to bid processing including Evaluation Templates, evaluation and qualification reports, minutes of meetings, etc.
- e. Preparation of the final techno-financial evaluation matrix, providing technical inputs in the evaluation of techno-financial proposals of all the bidders as per the technical and financial evaluation criteria, to enable final selection by the State/UT
- f. Providing support to State/UT during contract negotiation with the selected SI
- g. Providing support during contract finalization with the final selected SI
- h. Providing support during review of implementation plan created by the SI

Phase III:

Implementation Planning and Support

Once the State System Integrator (SI) has been identified, the SPMC shall assist the State Department in setting up the controls and mechanisms for monitoring the progress of implementation during Implementation Stage.

The SI will initiate the system study and deployment of the CCTNS solution, commission the infrastructure (client side, server side, and network infrastructure), migrate and digitize the required data and files, provide the necessary training and change management, and provide handholding support to the end users. CCTNS

Throughout the implementation stage, the SI will provide several deliverables for the validation and approval of the State. The SPMC shall provide support to the State to review the deliverables and ensure that the requirements of the CCTNS solution are met.

Post roll-out, the SPMC shall support the State in setting up a State Program Management Unit \ (SPMU) for monitoring the performance of the SI through service level monitoring and provide the proactive inputs to State as well as the SI to ensure that the implementation results in the desired objectives of the CCTNS scheme.

1. Co-ordination with key stakeholders:

SPMC shall build mechanisms to ensure coordination and consultation between all key stakeholders and members of the governance committees on a continued basis to facilitate the execution of the project. This could include the following stakeholders:

- i. CPMC/CPMU
- ii. MHA/NCRB
- iii. State Apex Committee
- iv. State Empowered Committee
- v. State & District Mission Teams
- vi. State Designated Agency
- vii. Key Domain Experts
- viii. Potential/Selected System Integrator(s)

2. Preparation of Project Plan:

The SPMC is required to prepare a project plan for the rollout of CCTNS in consultation with the State Mission Team and the Police Department. The plan will cover details such as the phasing of implementation, the selection of districts for the pilot (if any), expansion to all the districts, etc.

3. Support during Implementation:

The SI shall prepare design documents before starting the implementation that will provide the details of software customization and deployment, commissioning of infrastructure, data centre setup, connectivity setup, data migration, training and hand holding and submit to the State/ District Mission Team for approval. The SPMC shall assist the State/District Mission Team in review of the deliverables and track the traceability of requirements given in the TENDER (for selection of SI) to ensure that the solution is being implemented as per the TENDER. Some of these documents would include: -

- i. System Requirements Specifications
- ii. Solution Architecture and Design
- iii. Data Centre Design and Architecture
- iv. Infrastructure Capacity Planning
- v. Network Connectivity Planning
- vi. User Acceptance Test Plans
- vii. Integration Test Plans
- viii. Change Management Plan
- ix. Capacity Building Plan
- x. Data Digitization and Migration Plan

4. Support during Field Testing and Initial Go-Live:

During the field testing and initial Go-Live of the project in Chandigarh, the SPMC shall assist the State in validating the deliverables submitted by the SI and ensuring that the SI is developing the solution and deploying the associated infrastructure and services in conformance with the requirements provided in the TENDER.

5. Certification of Implementation:

The SPMC shall support the State in certifying that after initial Go-Live in Chandigarh, the CCTNS application meets the functional requirements, standards, and specifications as set out and as needed to achieve the desired outcomes. The SPMC shall create a report certifying that the SI has successfully implemented the solution and the associated infrastructure and services to the satisfaction of the State. The report can include the following parameters:

- i. Reliability of the Application
- ii. Reliability of the Network
- iii. Completeness and Effectiveness of Data Migration
- iv. Functioning of prescribed hardware
- v. Adequacy of Trained Personnel
- vi. Availability of Handholding Support
- vii. Functioning and Reliability of Data Center
- viii. Successful Integration with CAS (Centre)

The SPMC shall also provide a report on corrective actions required from any of the project stakeholders.

6. Setting up of State PMU:

SPMC shall assist the State/UT in setting up the State Project Monitoring Unit (SPMU) and defining its roles and responsibilities. The SPMC shall ensure that SPMU is setup and operational at the time of initiating the complete rollout of the application in UT, Chandigarh. The structure and terms of engagement of SPMU shall be based on the guidelines provided by NCRB. The SPMU is critical for monitoring the progress of implementation of CCTNS on a day-to-day basis. The SPMU shall also be responsible for monitoring the service level agreements with the SI.

7. Systematic closure of activities:

The SPMC is required to ensure smooth handover of the project to State/UT after completion. An indicative list of various activities covered during this phase is provided below:-

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- i. Handover of project assets either in softcopy or hardcopy format. The artifact should be clearly titled, indexed and its significance indicated.
- ii. Master document that in both softcopy and hardcopy format that lists all assets handed over to State/UT with description of each and its significance.
- iii. Knowledge transfer to State/UT listing the learning, best practices followed, challenges faced (both managerial and technical), and improvements suggested.

Chapter-5

Deliverables and Milestones (Time Frame)

Deliverables

The following is an indicative list of deliverables for SPMC, assuming that the engagement starts at time T.

Sr. No.	Deliverable	Timeline
Phase I		
1.	Detailed Assessment Report	T + 4 weeks
2.	Functional Requirement Specifications & Data Migration Report	T + 6 weeks
3.	Infrastructure Requirements	T + 6 weeks
4.	Process Re-engineering Report, M&E Framework, CB & CM Report & Drafting Government orders	T + 6 weeks
5.	Project Implementation Requirements	T + 8 weeks
6.	Project Implementation and Monitoring (PIM) Plan	T + 10 weeks
Phase II		
7.	Request for Proposal (TENDER) for System Integrator (SI)	T + 12 weeks
8.	Bid Evaluation Report	T + 20 weeks
Phase III		
9.	Implementation Project Plan	T + 22 weeks
10.	Implementation Certification Report	T + 26 weeks
11.	SPMU Terms of Reference	T + 26 weeks
12.	Activity Closure Report	T + 28 weeks

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In addition to the above deliverables, the SPMC shall submit the following reports on a regular basis:

1. A report indicating the activities remaining/completed as against the scheduled tasks/activities shall be submitted to the State nodal officer (fortnightly).
2. A comprehensive status report to be submitted to the State nodal officer indicating the progress of activities against the key milestones; the same shall also be shared with NCRB (bi-monthly).

Chapter-6

Acceptance of Deliverables

The acceptance of deliverables or completion of activities shall be linked to the acceptance by or satisfaction of the end-client i.e. State or MHA/NCRB as the case may be. The SPMC is expected to make revisions for all documents, deliverables, communications etc. till they are accepted by MHA/NCRB/State.

Reporting and Communication

Since there is extensive coordination required with the State as well as the MHA/ NCRB, the SPMC is expected to setup proper channels of communication with all stakeholders of the project and provide timely status reports as desired.

Milestones

The indicative key milestones for the consulting engagement for all phases of implementation are as follows:

Phase I

1. Detailed Assessment Complete
2. Implementation Requirements Complete
3. Project Implementation and Monitoring (PIM) Plan Approved

Phase II

4. Request for Proposal (TENDER) for System Integrator (SI) Issued
5. Selection of SI Complete

Phase III

6. Implementation Plan Approved
7. Go-Live in Chandigarh
8. Implementation Certified
9. SPMU Team on-board

Chapter-7

Resource Deployment

The consultant would be required to deploy an appropriate Team consisting Project Manager, Subject Specialists and Team members/ Consultants etc at the Chandigarh as per the requirements. The consultant should include the number and the level of people to be deployed in the Chandigarh along with time frames as indicated.

The expectations on the resources that would be proposed for the project are as follows:

Important

(must attach relevant documents)

Bidder must read carefully and Answer Yes or No. The response of the bidder on these points will be taken into consideration while evaluating the technical bid.

1.	The team should consist of senior resources with prior experience in e-governance projects	Yes ☐	No ☐
2.	The resources of the team given in the NoD proposal will be treated as final and cannot be substituted before or during the course of the project.	Yes ☐	No ☐
3.	Each member of the team must be a full time employee of the firm and shall be working with the firm for the at least one year (Two years in the case of Project Manager)	Yes ☐	No ☐
4.	The Team shall be deployed on an exclusive basis, in order to ensure the required coordination with State Mission Team, and to complete the project as per timelines indicated in this document.	Yes ☐	No ☐

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5. The team together should have a mix of expertise in :

1.	E-Governance Projects in India	Yes ☐	No ☐
2.	Preparation of Detailed Project Reports for government	Yes ☐	No ☐
3.	Preparation of TENDERS for the procurement of computer and communications systems and system integration services	Yes ☐	No ☐
4.	Program Management that requires correspondence to multiple stakeholders; the Project Manager must have prior program management experience in large e-governance projects in India	Yes ☐	No ☐
5.	Ability to drive and create plans for a large scale program with multiple stakeholders	Yes ☐	No ☐
6.	Excellent documentation and communication skills	Yes ☐	No ☐
7.	Familiarity with the communication formalities of government departments	Yes ☐	No ☐
8.	Product Management and Release Management Expertise.	Yes ☐	No ☐
9.	Any experience with police systems in India will be considered an advantage	Yes ☐	No ☐

The Key personnel with in the SPMC should meet the following minimum profile requirements. While some of the resources will have to be deployed on a full time basis, a few of the resources such as resources with Enterprise / Solution Architecture expertise can be deployed on an as-needed basis.

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Project Manager - (01)

Qualifications (attach supporting documents)

1. B.E./B.Tech. with MBA from a premier institute
2. More than 10 years of experience in consulting for large scale IT /e-Governance projects; at least 3 in the role of a Project Manager
3. Must have been with the responding firm for at least 2 years

Experience Requirements (must attach relevant documents)

i.	Should have experience in monitoring large IT/e-Governance projects (to the tune of RS.25 Crores)	Yes ☐	No ☐
ii.	Should have experience of working on e-Government Projects	Yes ☐	No ☐
iii.	Should have relevant \ technical and managerial experience and relevant certifications in design and monitoring of large-scale IT/e-Governance projects	Yes ☐	No ☐
iv	Should have experience in program management involving extensive communication with stakeholders in a coordinated fashion for the implementation of a project/program.	Yes ☐	No ☐
v.	Should have previous experience in working on or managing DPR preparation, TENDER preparation and Bid Process Management / Vendor selection.	Yes ☐	No ☐
vi.	Should have relevant experience in Problem Identification, Cause Analysis, Reporting and Escalation	Yes ☐	No ☐
vii.	Should have experience in Project Planning and Implementation, evaluation and assessment of Project plans including ability to anticipate and address the project risks	Yes ☐	No ☐
viii	Should have ability to lead, motivate and direct the team to achieve the business objectives.	Yes ☐	No ☐
ix	Should have excellent oral & written communication skills	Yes ☐	No ☐

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Senior Consultants - 01

Qualifications (attach supporting documents)

1. B.E./B.Tech./MCA
2. MBA is preferred though not compulsory

Senior consultants: (01)

More than 6 years of experience in consulting for large scale IT/e-Governance projects

Must have been with the responding firm for at least 1 year

Experience Requirements (must attach relevant documents)

i.	Should have experience in monitoring IT/e-Governance projects (to the tune of RS.25 Crores) Supported by documentary proof	Yes ☐	No ☐
ii.	Should have experience of working on Government Projects	Yes ☐	No ☐
iii.	Should have experience in programs involving extensive communication and coordination with stakeholders in a coordinated fashion for the implementation of a large-scale project/program.	Yes ☐	No ☐
iv.	Should have previous experience in working on DPR preparation, TENDER preparation and Bid Process Management / Vendor selection.	Yes ☐	No ☐
v.	Should have experience in Project Planning and Implementation, evaluation and assessment of Project plans including ability to anticipate and address the project risks	Yes ☐	No ☐
vi.	Should have excellent oral & written communication skills	Yes ☐	No ☐
vii.	Should have excellent documentation skills.	Yes ☐	No ☐

Technology Expert**- 01****Qualifications (attach supporting documents)**

1. Undergraduate/Masters degree in engineering, preferable Computer Science
2. 10+ years of work experience, at least 4 years in technical program management
3. AAY relevant certifications will be an advantage

Experience Requirements (must attach relevant documents)

i.	Must have experience of at least 3 years on the technologies relevant for CAS	Yes ☐	No ☐
ii.	Must have managed the implementation of at least one project in Government or a PSU	Yes ☐	No ☐
iii.	Must have experience in at least two large-scale system integration projects that included all major system components including application, hardware and connectivity.	Yes ☐	No ☐
iv.	Must have experience in at least two large-scale software development projects with multiple phases and multiple versions of application and distributed implementation	Yes ☐	No ☐
v.	Experience in Conducting Architecture, Design and Implementation plan reviews	Yes ☐	No ☐
vi.	Strong understanding of distributed systems.	Yes ☐	No ☐
vii.	Experience in identifying performance, reliability, security and integration bottlenecks and suggest recommendations	Yes ☐	No ☐
viii.	Conversant with Co-existence and Interoperability requirements	Yes ☐	No ☐

In addition, at least one of the team members must have excellent background in product management and software release management.

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Project Location

Throughout the duration of the project, the project team will be based in Chandigarh (UT).

Time Frame

The SPMC is likely to be engaged for a period of approximately 7 months, based on the size and requirements of the State/ UT, during which the entire scope of work defined in this document, must have been completed by the SPMC (Refer to chapter 5). Any extension beyond this period will be considered by the State Empowered Committee / State Mission Team based on the project requirements at that stage and the performance of the SPMC provided that there should be concrete reasons for extension in the project.

Chapter-8

Technical Bid

(To be submitted by bidder in the format given below)

1. Experience

Provide statement of relevant past or current assignments in Government (at Center or States). Consultant will use the format given below for providing past experience of projects:

No.	Project Type	Number of projects
1.	Number of IT consulting projects (consulting in the areas of IT infrastructure, IT security, IT procurement, IT project/program management, DPR and TENDER creation, etc.)	
2.	Number of existing e-Governance projects	
3.	Number of IT projects with experience in the preparation of Detailed Project Reports (DPR)	
4.	Number of IT projects with experience in the creation of Request for Proposal (TENDER) and in Bid Management Process / Vendor selection.	
5.	Number of IT projects with experience in Project / Program Management	
6.	Number of IT projects with experience in post- implementation SLA monitoring	

For each of the projects cited above, provide a brief project profile using Part – 2 below. The profile for each project must be provided in less than 1 page.

Part 1: Financial Value of Top-4 e-Governance Projects

No.	Project Name	Value (in lakhs)
1.		
2.		
3.		
4.		
	Average Value (in Lakhs)	

Part 2: Project Profile Template

For each of the projects, please provide a profile based on the following template. The profile for a single project must not exceed one page.

S. No.	Information Sought	Details
Customer Information		
1.	Customer Name	
2.	Name of the contact person from the client organization who can act as a reference with contact coordinates: • Name • Designation • Address • Phone Number • Mobile Number • Email ID	
Project Details		
3.	Project Title	
4.	State Date / End Date	
5.	Current Status (In Progress / Completed)	
6.	Number of responding firm s staff deployed on this project (peak time)	
Value of the Project		
7.	Order value of the project (in rupees lakhs)	
8.	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this TENDER is floated.	
9.	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this TENDER is floated.	
10.	Description of the key areas where significant contributions are made for the success of the project.	

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2. Project Team

(i) Using the format provided below, please provide summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project.

(ii) For each of the staff members included, provide a detailed professional profile using the forms below.

S. #	Proposed Role	Number of resources	Area Expertise of	Key responsibilities
1.				
2.				
3.				

CV Template for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

Name	
Designation	
Role proposed for	
Current responsibilities in the responding firm	
Total years of relevant experience	
Years of experience with the responding firm	
Educational qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any)	
Professional certifications (if any)	
Professional Experience details (project-wise): • Project name • Client • Key project features in brief	

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• Location of the project • Designation • Role • Responsibilities and activities • Duration of the project	
Covering Letter: Summary of the individual's experience which has direct relevance to the project (maximum 1 page)	

Each CV must be accompanied by the following undertaking from the staff member:

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature:

Date:

[Signature of staff member or authorized representative of the staff]
Day/Month/Year

Full name of authorized representative:

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CHAPTER-9

PROFORMA FOR PRICE SCHEDULE

(Enclose with Financial bid only)

TENDER for CCTNS PROJECT (SELECTION OF S-PMC) FOR CHANDIGARH POLICE

Date of opening..... Time Hrs.

We.....hereby certify that we are established empanelled vendor by Department of Information Technology Govt of India authorized representatives of

M/s _____ with which are expertised in project management/Consultant. We hereby offer to supply the services as per scope of work defined in the tender documents of Chandigarh Police for the CCTNS project:

Particulars	Cost Per Month (in INR)	No. of Resources required	Total Cost for assignment (in INR)
Project Manager		01	
Senior Consultant		01	
Consultant		--	
Technology Expert		01	
Total Cost (A)			
Taxes and other duties applicable for cost above (B)			
Total Cost of Project* (C) = (A+ B)			

* The Financial figure quoted will be an all-inclusive figure – inclusive of out-of pocket expenses and all taxes, duties, etc payable. No out-of-pocket expenses will be reimbursed separately. Should the financial quote include separate out of pocket expenses or any taxes, duties, etc., such a financial bid will be treated as an invalid bid (as mentioned in Annexure-A-3).

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and reports of project to be submitted. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job as specified in the Scope of work or as you specify in the notification of final award.

(Signature and seal of Bidder)

Dated: _____

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Annexure A - 1

**BIDDER PARTICULARS
(Enclose with Technical Bid)**

1. Name of the Bidder :
 2. Address of the Bidder :
 3. Name & address of the person to whom all references shall be made regarding this tender enquiry. :
- Telephone :
Fax :
e-mail :

Witness

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

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Annexure A-2

Covering Letter (on Consultant's Letterhead)

(To be attached with Technical Bid)

Date:

To
The Inspector General of Police,
UT, Chandigarh
Addl. Deluxe Building,
Chandigarh Police Headquarters
Sector-9D, UT, Chandigarh

Dear Sir,

Sub: Proposal for Providing Consultancy Services on CCTNS to the Police Department of Chandigarh (UT).

- i. Having examined the Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide our professional services as required and outlined in the Tender for Providing Consultancy Services on CCTNS to the UT of Chandigarh. We undertake to meet such requirements and provide such services as required and are set out in the Tender document.
- ii. We attach our technical response and our Financial quotation in separate sealed covers as required by the Tender both of which together constitutes our proposal, in full conformity with the said Tender.
- iii. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iv. We declare that we do not have any interest in the downstream implementation business which may ensue from the deliverables prepared through this assignment.
- v. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and the Chandigarh Police or its appointed representatives.
- vi. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this bid response for a period of TWO MONTHS from the date fixed for bid

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opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Chandigarh Police.

- vii. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Chandigarh Police is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Chandigarh Police as to any material fact.
- viii. We agree that the Chandigarh Police is not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
- ix. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2010
(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date _____ (Seal here)

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Annexure A-3

G U A R A N T E E

(Enclose with Technical Bid)

To _____

Ref: TENDER FOR CCTNS PROJECT FOR CHANDIGARH POLICE

We guarantee that PROJECT REPORT to be prepared and submitted by us hereunder shall be strictly in accordance to the Scope of work defined by the purchaser. We shall be fully responsible for its efficient and effective assistance to engage the System Integrator for successful implementation of the project.

The obligations under the Guarantee expressed above shall include all costs relating to Salary of the professionals to be hired by the company, labour charges, accommodation, transport charges of the employees to be hired by the bidder, Telephone Charges, Stationery Charges etc. Company will not raise any other bill for any services rendered to the purchaser except price quoted in the financial bid.

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

DATE _____

Annexure A-4**CHECK LIST - TECHNICAL BID
(Enclose with Technical Bid)**

Bidder must indicate page Number in this annexure where requisite document is enclosed with the tender.

If there is any deviation clarify the same in detail.

			Deviation if any	Page No.
1	Have you downloaded the tender document?	Yes/No		
1-A	Have you Purchased the Tender Document?	Yes/No		
2	Have you signed and sequentially numbered each page of your Bid and stamped with company seal?	Yes/No		
3	Have you attached the tender fee in shape of Demand Draft for Rs. 10000/-	Yes/No		
4	Have you furnished bidders' particulars in prescribed Annexure	Yes/No		
5	Have you furnished bid form	Yes/No		
6	Have you furnished (earnest Money) as per tender document?	Yes/No		
7	Have you thoroughly gone through the contents of tender document?	Yes/No		
8	Do you fully comply with all the required qualifications of professionals as required in the Scope of work	Yes/No		
9	Have you understood the work as mentioned in chapter 3-7	Yes/No		
10	Are you offering the delivery of reports required in as per of the tender document.	Yes/No		
12	Have you furnished the authorization of your principal company	Yes/No		
13	Have you complied with Guaranty clause and attached the Performa	Yes/No		
14	Have you taken into consideration all the job as per chapter 3-7	Yes/No		
15	Have you enclosed Tax registration and Clearance certificates as required in the tender?	Yes/No		
16	Have you enclosed the certificate as per clause 9.3 of Chapter 1	Yes/No		
17	Have you complied with all points of Chapter 1 Clause 12	Yes/No		
18	Have you noted the contents of Contract Form Annexure A-8	Yes/No		

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BID LETTER
(Enclose with Financial Bid)

To

Ref: Tender for CCTNS Project for Chandigarh Police.

We declare:

1. a) That we are the Company empanelled by the Department of Information Technology, Govt of India.
b) That we four principals are having qualified professionals with 'adequate accommodation and other facilities and capable to takeover the project.
2. We hereby offer to prepared and deliver the Project report at the prices and rates mentioned in the Financial Bid.
3. **Period of Delivery:** We do hereby undertake, that in the event of acceptance of our bid, the **supply of Project report** as required in the tender document shall be completed within **stipulated period** from the date of Award of Contract, failing which company is liable for penalties as defined in the tender document.
4. **Terms of Delivery:** The prices quoted are inclusive of all charges up to delivery of Final project report, engaging the System Integrator and successful implementation of the project.
5. We enclose herewith the complete Financial Bid as required by you and also enclosed the Check List.
6. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the financial Bids and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to study and deliver the project reports as per these terms and conditions.

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8. Certified that the Bidder is:
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.
or
a partnership firm, and the person signing the tender is a partner of the company and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
or
a company and the person signing the tender is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/deletions should be duly attested by the person authorized to sign the tender document.

9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2010.

Signature of the Bidder

Details of enclosures:

Full address:

Telephone

Fax No.

Mobile No.

Email address:

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Annexure A-6

To be attached with Technical Bid

We _____ undertake that we are ISO certified company and empanelled with the Department of Information Technology, Govt of India vide letter No. _____ dated. _____ (enclose copy of letter issued by GOI and copy of ISO certification)

Signature of the Bidder

Details of enclosures:

Full address:

Telephone

Fax No.

Mobile No. Email address:

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Annexure - A-7

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____
Date _____
Ref _____

To _____

Dear Sir,

In consideration of the INSPECTOR GENERAL OF POLICE U.T. , Chandigarh (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter No. _____ dated ____/____/____ entering into a formal contract to that effect with the Purchaser on (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs _____ * _____ as aforesaid at any time upto _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

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The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees \that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding.

- a) any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) The invalidity, irregularity or un-enforceability of the contract; or
- c) In any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance. of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We_____ hereby agree and undertake that
any claim which
(Indicate the name of the bank)

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the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Government exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs _____ * _____ and it shall remain in force upto and including _____ ** _____ and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2010 at

WITNESS

(Signature) _____ (Signature) _____

(Name) _____ NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of Attorney _____

* This sum shall be ten percent (10%) of the Contract Price.

The date will be 01(one) year from the date of award of the contract. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.

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Annexure A-8

Contract Form

CONTRACT No. _____

This Contract made on the day of _____, ' (hereinafter referred to as the "**Contract Date**") between the President of India acting through the Inspector General of Police, U.T. Chandigarh -160009 (hereinafter referred to as the "**Purchaser**" which term will include its representatives, successors and permitted assignees) of the one part and M/s _____ a Company incorporated under the Companies Act, 1956 and having its office at _____ (hereinafter referred to as the "Supplier" which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A. The Purchaser is desirous to hire the services of _____ (hereinafter referred to as the for CCTNS project of Chandigarh Police and had sought a Financial offer for the supply of the project report'.
- B. With respect to the enquiry issued by the Purchaser _____, the Supplier had submitted its Financial Bid dated _____.
- C. The Purchaser has accepted the Supplier's Financial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter _____ for the supply of the project reports and associated services at a total cost of Indian Rs. _____/- (Indian Rupees _____ -only).

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

- 1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
- 2. **CONTRACT DOCUMENTS:** The following documents, (each a "**Contract Document**" and collectively, the "**Contract Documents**") are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract
viz: -
Exhibit-A: Tender enquiry No. _____ dated _____
Exhibit-B: Supplier's Financial offer dated _____

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Exhibit-C: Supplier's written clarification and confirmation letter dated _____ (if any)

Exhibit-E: Purchaser's Letter of Intent No _____/_____/_____

2.2 Order of Precedence: In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. **SCOPE OF WORK:** The Scope of Work shall be strictly as per Chapter 3-7 of the tender document.

4. CONTRACT PRICE

4.1 The prices for study of project and submission of Project report as defined in the Scope of work for CCTNS project referred to Chapter 3-7 of the Tender\ and other associated services is detailed specifically in the Supplier's Financial offer (Exhibit-B) read with Supplier's written clarification and confirmation letter dated _____ (Exhibit-C). The contract price is Indian Rs. _____/- (Indian Rupees _____only). This price excludes existing Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

4.2 Sales Tax @ _____ against form-D as applicable on items _____ of Exhibit-C of the Contract.

- i. CONTRACT PERFORMANCE BANK GUARANTEE
- ii. PAYMENT SCHEDULE
- iii. DELIVERY
- iv. DELAY IN THE SUPPLIER'S PERFORMANCE
- v. LIQUIDATED DAMAGES
- vi. FORCE MAJEURE
- vii. PATENT INDEMNIFICATION
- viii. WAIVER
- ix. ASSIGNABILITY
- x. SEVERABILITY
- xi. GOVERNING LAW
- xii. TERMINATION FOR DEFAULT
- xiii. TERMINATION FOR INSOLVENCY
- xiv. TERMINATION FOR CONVENIENCE
- xv. RESOLUTION OF DISPUTES

23. ENTIRE CONTRACT: This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether

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written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

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

Signed by:	Signed by:
Name: _____	Name: _____
Date :	Date :
For and on behalf of the President of India	For and on behalf of _____ _____
Witness	Witness
Signature :	Signature :
Name :	Name :
Address :	Address :
Date :	Date :

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Annexure A-9

CHECK LIST - FINANCIAL BID

(Enclose with Financial Bid)

1. Have you furnished the Bid Letter? (Annexure A-5) Yes/No
2. Have you filled in the Price Schedule? (Chapter 9) Yes/No
3. Have you quoted for all the items in Chapter-8 as specified in Chapter 3-7 Yes/No

Signature of Bidder with company Seal

Date _____

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Annexure-A-10

OFFICE OF THE SALES TAX OFFICER, WARD-SALES TAX DEPARTMENT,

No. _____ dated _____

SALES TAX CLEARANCE CERTIFICATE

Certified _____ that _____ M/s _____
_____ a
registered Company of this ward having Registration No. _____.

The company is assessed up to and there are no dues pending against the said company as on date.

This certificate is issued on the written request of the Company, vide their letter no. _____ dated _____ for onwards submission to Govt./Semi Govt. for tender purpose only. This Certificate is valid up to _____

SALES TAX OFFICER
WARD
DATED