

ODISHA POLICE



Request for Proposal (RFP)
For Selection of Agency for
Annual Maintenance Contract of various Equipment at
State Level Operation Control Room at Bhubaneswar
& 10 remote locations (District Headquarters)
along with 1 On-Site Engineer at each location.

Odisha State Police Headquarters,

Buxi Bazar,

Cuttack - 753001

Disclaimer

This RFP document is neither an agreement nor an offer by the Odisha Police Department, Government of Odisha, (hereinafter referred to as Odisha Police and/or "Authority") to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

Authority does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document and it is not possible for the Authority to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by authority in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

Authority will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Odisha Police Department or their employees, any Selected Agency or otherwise arising in any way from the selection process for the Assignment. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

Authority will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that is bound to select a Bidder or to appoint the Selected Bidder for the services and the Authority reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.

The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Authority reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the on the Odisha

Government e Procurement System website: <https://tendersodisha.gov.in>

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TENDER SCHEDULE

Sl. No	Particulars	Details
1	Tender Reference No.	RFP- 32- Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location- 2024-25
2	Tender fee	Rs. 500/-
3	Earnest Money Deposit	Rs. 2,00,000/-
4	Performance Security	5 % of Contract Value
5	Name of Tender	Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.
6	Mode of Selection	Least Cost (L1)
7	Date of Commencement of Download of Tender Document from eProcurement website	29.11.2024
8	Last Date and Time for submission of Pre-bid Queries by email.	5.12.2024 by 05.00 PM (Email: igops.orpol@nic.in & aig-prov.odpol@gov.in)
9	Date, Time and Place of Pre-Bid Meeting	Will be intimated through mail. ADGP (Operation), Hdqrs., Bidyut Marg, Keshari Nagar, Bhubaneswar, Odisha, 751001

10	Publication of Corrigendum to RFP (if any) in the website	After completion of Pre-Bid Meeting
11	Last Date and Time for Submission of bid proposal in e-Procurement portal	18.12.2024
12	Date and Time of Online Opening of Technical Bids	19.12.2024
13	Date and Time for Demonstration of Proof of Concept. [POC]	To be informed to the participate Bidders
14	Date and Time of Online Opening of Financial Bids	To be informed to the participate Bidders
15	Reverse Auction enabled	Yes
16	Address for Communication	ADGP (Operation), Bhubaneswar- 751001 Email: igops.orpol@nic.in A.I.G. of Police (Provisioning), Odisha State Police Headquarters, Buxi Bazar, Cuttack – 753001, Odisha Email: aig-prov.odpol@gov.in

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SECTION I – INVITATION FOR BIDDERS (IFB)

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ODISHA POLICE DEPARTMENT

Government of Odisha

Tender Ref. No. RFP- 16- Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location- 2024-25

1) Background

Odisha Police is the primary law enforcement agency of the State of Odisha with a vision "To ensure that Odisha is a safe place to live, visit and to do business". It provides policing services to all of its citizens.

The primary functions of Odisha Police include:

- Maintain peace and order in the state.
- Protect the citizen's life and property.
- Prevent and detect crime.
- Bring offenders to justice.
- Manage the traffic.
- Uphold the law and provide policing service.
- Instill a sense of security in the mind of citizens.
- Protection of VVIPs/VIPs visiting the state

As part of its endeavors to provide its services to residents of Odisha with utmost efficiency, Odisha Police intends to undertake modernization and upgradation programs for its various functions including law & order, communication, provisioning, modernization, security surveillance and traffic management.

2) Project Benefits

Annual Maintenance Contract (AMC) for all office equipment, including computers and TV screens, offers numerous benefits. It ensures **consistent and reliable performance** of all devices, minimizing downtime and disruptions to daily operations. Regular maintenance and timely repairs can **extend the lifespan** of the equipment, leading to cost savings in the long run. Additionally, having a single point of contact for all maintenance needs simplifies management and enhances efficiency. This proactive approach also helps in **early detection of potential issues**, reducing the risk of major breakdowns and ensuring a smooth, uninterrupted workflow. Overall, an AMC provides peace of mind, allowing the department to focus on core activities without worrying about equipment failures.

The A.I.G. (Provisioning), Odisha Police Department (hereinafter referred to as “Odisha Police Department” and/or “Authority”) invites tenders from eligible Bidders, for the Supply and Services as detailed in the Table below.

S. No	Name of Work	EMD (In INR)	Deployment period of On-Site Engineer
1	Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.	2,00,000/-	2 Years extendable on performance basis for additional 1 years.

Tenders must be accompanied by the Earnest Money Deposit (Hereinafter referred to as “EMD”) which will be paid online through e- Procurement portal as specified in the Tender document and shall be valid for ninety (90) days. from date of opening of the technical bid. Tenders must be electronically submitted (on-line) within the specified date and time published in e-procurement portal. First Cover (Technical) Tenders will be opened at prescribed time and date in the e-procurement portal as per the Tender Schedule, if the date of receipt of the tenders as specified in the tender is a holiday, the tenders will be opened on the next working day at the same time.

A Pre-Bid meeting will be held at published time and place and/or online in e-procurement portal to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in the Tender Schedule.

Tender documents may be downloaded from the web site <https://tendersodisha.gov.in>.

Tenders along with necessary enclosures must be uploaded to the web site <https://tendersodisha.gov.in> as per tender schedule mentioned in the tender and First Cover containing the Technical Bid will be opened as per tender schedule. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day.

The Proof of Concept/ Demonstration of Solution will be held at published time and place as stated in the Tender Schedule.

The Second Cover (Financial Bid) of the Bidders who are technically qualified/ responsive will be opened through e-tendering system. Other details can be seen in the tender documents.

A.I.G. of Police (Provisioning),
Odisha Cuttack

SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

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1. Introduction

1.1. Eligible Bidders

1.1.1. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the equipment to be purchased under this Invitation of Tenders.

1.1.2. Bidders shall not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by Government of Odisha and/or any Government Agency/Institution/Board/etc. in India. Else the Bidder's response to the Tender will be considered as non-responsive and disqualified.

1.2. Cost of Tendering

1.2.1. The Bidder(s) shall bear all costs associated with the preparation and uploading of its tender, and the Odisha Police Department, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

2. Tender Documents

2.1. Contents of Tender Documents

2.1.1. The Goods and Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

Section I	- Invitation for Bidders (IFB)
Section II	- Instructions to Bidders (ITB)
Section III	- General Conditions of Contract (GCC)
Section IV	- Special Conditions of Contract (SCC)
Section V	- Schedule of Requirements
Section VI	- Scope of Work and Technical Specifications
Section VII	- Qualification & Eligibility Criteria
Section VIII	- Tender Forms

2.1.2. The Bidder is expected to examine all instructions, forms, terms, and conditions in the tender documents. Failure to furnish all information required by the tender documents or uploading of a tender not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of its tender.

2.2. Clarification of Tender Documents

A prospective Bidder requiring any clarification of the tender documents may notify the Authority in writing by email only. There will be a meeting for pre-bid queries. All queries from prospective bidder shall be sent to igops.orpol@nic.in & aig-prov.odpol@gov.in as

per the date and time mentioned in **TENDER SCHEDULE**. The Authority may choose to respond to any request for clarifications on the tender document, which it receives no later than last date for receiving queries through e-procurement portal prescribed by the Authority. Written copies of the Authority's response) will be published in the e-procurement portal in the form of Addendum / Corrigendum. The Authority is not obligated to respond to any queries it may receive and shall not be liable / responsible for replying to any queries during the tendering process. Bidders are to follow the below template to send their queries in editable (.xls/.xlsx) format only.

Name and contact detail of Bidding Company/Firm-				
#	RFP Section and sub- section	Page No	Clause/ Content in the RFP	Clarification sought

2.3. Amendment of Tender Documents

2.3.1. At any time prior to the deadline for uploading of tenders, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender documents by amendment.

2.3.2. Amendments, if any will be notified as Addendum/Corrigendum through the e-procurement portal and the same will be binding on all prospective Bidders.

2.3.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their tenders, the Authority, at its discretion, may extend the deadline for the uploading of tenders.

3. Preparation of Tenders

3.1. Language of Tender

3.1.1. The tender response prepared by the Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Authority, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

3.2. Documents Constituting the Tender

3.2.1. The tender prepared by the Bidder shall comprise the following components and shall be uploaded in two covers containing the documents as follows:

3.2.2. First Cover: (Technical Bid)

3.2.2.1. Declaration of Earnest Money Deposit Declaration as per the format of Annexure H

3.2.2.2. Documentary evidence to establish that the Bidder is eligible to participate in the tender and is qualified to perform the contract if its tender is accepted.

3.2.2.3. Documentary evidence that the equipment and ancillary services to be supplied by the Bidder are eligible equipment and services and conform to the tender documents.

3.2.2.4. Self-Attested Copy of GST Registration Certificates issued by the concerned authorities is to be uploaded.

3.2.2.5. Self-Attested Copy of PAN Card of the Firm/Bidder/ Company is to be submitted.

3.2.2.6. Self-Attested Copy of GST payment receipt along with GST filing acknowledgement GSTR-3B for respective last three (3) months from the date of submission of this Tender in the valid format of the GST Department to be uploaded- as per Annexure J.

3.2.2.7. Bidders should have Average Annual Turnover statement as mentioned in Section VII for any 3 years out of the last five (5) financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 certified by Auditor/Chartered Accountant, and it must be uploaded as per Annexure J. (IT returns will not be considered).

3.2.2.8. Copies of Balance Sheet and Profit and Loss Account **for respective three financial years as per Turnover certificate** duly certified by the Chartered Accountant/ Auditor, is to be submitted.

3.2.2.9. The Certificate of incorporation issued by the Registrar of Companies (RoC) is to be uploaded for private / public limited entities. In case of Proprietor/Partnership/ LLP Firm Registration Certificate/License issued by appropriate authorities may be uploaded. Notarized copy should be uploaded in either case.

3.2.2.10. Tender Proposal Submission Form along with an undertaking to abide by the terms and conditions of the tender in the format as per Annexure A is to be uploaded.

3.2.2.11. Affidavit has to be submitted by the bidder as per proforma given in Annexure J.

3.2.2.12. Standard Certificates & Documents: ISO/ISI/BIS/CE Certificate

Note:

- *The originals of all the documents uploaded under Technical Bid shall be produced for verification after the opening of the Technical Bid.*
- *The Documents uploaded should be clearly visible failing, which such documents shall not be considered. The documents uploaded in general documents should be named individually.*
- *The documents uploaded should be named individually as per annexures specified in the tender and placed in a consolidated manner.*
- **ALL INSTRUCTIONS IN RESPECTIVE SECTIONS AS WELL AS ANNEXURES BEING SUBMITTED MAY BE CAREFULLY READ AND FOLLOWED.**

3.2.3. Second Cover: (Financial Bid)

3.2.3.1. Prices shall be mentioned in the e-portal system only.

3.2.3.2. In case of discrepancy between the price uploaded in the e-procurement portal and price schedule documents uploaded in the price bid, the prices uploaded in the e-portal system shall prevail.

3.3. Tender Form

3.3.1. As the tender has been invited through e-portal system, all basic information, and the Tender Form as per Section VIII should be uploaded in First Cover without price.

3.4. Tender Prices

The Bidder shall indicate on the Price Schedule in the e-portal system the unit prices including, Basic price, Extended Warranty & Comprehensive Care and applicable taxes as per the applicable rates for each item. However, Bidders shall quote for the complete requirements of equipment and services specified under each equipment on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

3.4.1. Prices indicated on the Price Schedule shall be entered as all-inclusive i.e. AMC service charges, Deployment of onsite engineer in 11 locations plus any consumables required for AMC service.

3.4.3. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A tender uploaded with an adjustable price quotation will be treated as nonresponsive and rejected.

3.5. Tender Currency

3.5.1. Prices shall be quoted in Indian Rupees only.

3.6. Documents Establishing Bidder's Eligibility and Qualifications

3.6.1. Bidder shall furnish, as part of its tender, documents establishing the Bidder's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

3.6.2. The documentary evidence of the Bidder's qualifications to perform the Contract if its tender is accepted, shall establish to the Authority's satisfaction.

3.6.3. That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

3.7. Earnest Money Deposit (EMD)

3.7.1. Bidder shall furnish, as part of its tender, earnest money deposit Declaration.

3.7.2. Confirmation of receipt of EMD Declaration along with Technical Bid will be verified. If found that an acceptable EMD Declaration is not received, the tender shall be rejected by the Authority as Non-responsive.

3.8. Period of Validity of Tenders

3.8.1. Tenders shall remain valid for 90 days after the deadline for uploading of tenders prescribed by the Authority, tender valid for a shorter period shall be rejected by the Authority as non-responsive.

3.8.2. In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit declaration provided shall also be deemed to be applicable for such extended period. If the Bidder refuses to extend the EMD Declaration as required for the extended period, the bid will be rejected by the Authority as non-responsive.

3.9. Format and Signing of Tender

3.9.1. The Bidder shall upload the tender along with all the requisite documents through e-tendering system by using user ID and digital signature on Technical and Financial Bids.

3.9.2. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

3.9.3. The Bidder shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Bidder is awarded the contract.

4. Submission of Tenders

4.1. Sealing and Marking of Tenders / Uploading

4.1.1. The Bidders shall upload the Tender through e-tendering system only. No other mode of submission is permitted.

The Tender shall be addressed to the Authority at the following address:

A.I.G. (Provisioning),
Odisha State Police Headquarters,
BuxiBazar, Cuttack – 753001, Odisha
Email: aig-prov.odpol@gov.in

Mentioning the Project Name, the Invitation for Tenders (IFB) title and number.

4.1.2. The Bidder shall provide the name and address of the Bidder to make any further correspondence.

4.1.3. Telex, cable or facsimile tenders will be rejected.

4.2. Deadline for uploading of Tenders

4.2.1. Tenders must be uploaded by the Bidders no later than the time and date specified in the Invitation for Tenders (Section I) on the e-procurement portal.

4.2.2. The Authority may, at its discretion, extend this deadline for uploading of tenders by amending the tender documents, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.3. Late Tenders

4.3.1. Tenders cannot be uploaded by the Bidders after the deadline for uploading of tenders (on the e-procurement portal) prescribed by the Authority.

4.4. Modification and Withdrawal of Tenders

4.4.1. In the My bids Section of the e-procurement portal, the Bidder can view the status of their bids and decrypt bid (i.e. in cases where the Bidder has chosen to encrypt the tender using his own public key) for modification or withdrawal before the due date & time for uploading.

5. Tender Opening and Evaluation of Tenders

5.1. Opening of Tenders by the Authority

5.1.1. Opening of First Cover of all Bidders and evaluation to determine qualified Bidders by the Authority:

5.1.1.1. The Authority will open/unlock the First Covers of all Bidders uploaded through e-tendering system

5.1.1.2. The Authority will verify and confirm the receipt of EMD Declaration for all Bidders who have uploaded the tenders. The Bidders' names, the presence or absence of earnest money deposit (amount, format and validity) the uploading of qualification information and such other details as the Authority, at its discretion, may consider appropriate will be announced at the opening.

5.1.1.3. The Authority will prepare minutes of the tender opening.

5.1.1.4. The Authority will evaluate and determine whether each tender (a) meets the eligibility criteria accompanied by the required earnest money deposit and

meets the qualification criteria stipulated in Section VII. The Authority will draw out a list of Qualified Bidders.

5.1.2. Opening of Second Cover (Financial Bid) of Qualified Bidders:

5.1.2.1. The Authority will inform all the Technically Qualified Bidders through e-tendering system, after decryption of their financial bid by Tender Acceptance Authority which could be viewed automatically by the respective technically qualified bidders. In this regard no separate intimation shall be made by the Authority.

5.2. Clarification of Tenders

5.2.1. During evaluation of tenders, the Authority may, at its discretion, ask the Bidder for a clarification of its tender including the breakup of unit price. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

5.3. Preliminary Examination

5.3.1. The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Bidders, without proper authorization from the manufacturer as per Annexure D, shall be treated as non-responsive.

5.3.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Successful Bidder does not accept the correction of errors, its tender will be rejected.

5.3.3. The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

5.3.4. Prior to the detailed evaluation, the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of liability, Applicable law, and Taxes & Duties will be deemed to be a material deviation. The Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

5.3.5. If a tender is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

5.4. List of locations and equipment is given in Annexure F.

5.5. Evaluation and Comparison of Tenders

5.5.1. The Bidder with the lowest quoted prices (L1) for the complete supply shall be awarded the Contract as per the Tender.

5.5.2. The Authority's evaluation of the Tender will exclude and not take into account:

5.5.6.1. Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

5.6. Contacting the Authority

5.6.1. No Bidder shall contact the Authority on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

5.6.2. Any effort by a Bidder to influence the Authority in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Bidder's tender.

6. Award of Contract

6.1. Post qualification

6.1.1. In the absence of prequalification, the Authority will determine to its satisfaction whether the Bidder that is selected as having uploaded the minimum response for meeting the tender criteria and is qualified to perform the contract satisfactorily.

6.1.2. The determination will take into account the Bidder's financial, technical and support capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications uploaded by the Bidder, as well as such other information as the Authority deems necessary and appropriate.

6.1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Authority will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

6.2. Award Criteria

6.2.1. Authority will award the Contract to the successful Bidder whose tender has been determined to be substantially responsive and has been determined to achieve the Highest Evaluated Score in response to the tender, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

6.3. Authority's Right to Vary Quantities

6.3.1. The Authority reserves the right to increase or decrease the quantities of any equipment and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions for a period of 36 months from the date of Supply or Signing of the Contract, whichever is later.

6.4. Authority's Right to Accept Any Tender and to Reject Any or All Tenders

6.4.1. The Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

6.5. Notification of Award

6.5.1. Prior to the expiration of the period of tender validity, the Authority will notify the successful Bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

6.5.2. The notification of award will constitute the formation of the Contract.

6.5.3. Upon the successful Bidder's furnishing of performance security, the Authority will promptly notify the name of the winning Bidder to each unsuccessful Bidder.

6.5.4. If, after Notification of Award, a Bidder wish to ascertain the grounds on which its tender was not selected, it should address its request to the Authority. The Authority may choose to respond in writing to the unsuccessful Bidder as the case maybe. The Authority is not liable in any manner whatsoever to response to such request at any time.

6.5.5. Any Notification of Award would be subject to the information and documentation and Authenticity of such documentation that is submitted by the Bidder on the said due date as per the Tender Schedule. The Successful Bidder shall be blacklisted to participate in any Tenders for a period of five (5) years in India.

6.5.6. In case of cancellation of the tender post Notification of Award for any reasons whatsoever due to valid written proof of false / fake information and/or documents is available to the Authority against the Successful Bidder, the Authority shall not be liable for cancellation of Tender or Notification of Award and the Successful Bidder does not have the right for any legal recourse against the Authority in such a scenario.

6.6. Signing of Contract

6.6.1. At the same time as the Authority notifies the Successful Bidder that its Tender has been accepted, the Authority will send the Bidder the Contract provided in the tender documents, incorporating all terms between the parties.

6.6.2. Within thirty (30) days of receipt of the Notification of Award, the successful Bidder shall sign the Contract and return it to the Authority.

6.7. Performance Security

6.7.1. Within fifteen (15) days of the receipt of notification of award from the Authority, the successful Bidder shall furnish the performance security in accordance with the

Conditions of Contract, in the Performance Security Form Annexure F provided in the tender documents or in another form acceptable to the Authority.

6.7.2. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture

of the earnest money deposit, in which event the Authority may make the award to the next lowest evaluated Bidder or call for new tenders.

6.8. Corrupt or Fraudulent Practices

6.8.1. The Government requires that Bidders/ Successful Bidders/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

6.8.1.1. Defines, for the purposes of this provision, the terms set forth as follows:

6.8.1.1.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

6.8.1.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender uploading) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

6.8.1.2. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

6.8.1.3. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

6.8.2. Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- 1.1.1. "The Contract" means the agreement entered into between the Authority and the Successful Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - 1.1.2. "The Contract Price" means the price payable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
 - 1.1.3. "The Goods" means all the equipment, machinery, and/or other materials which the Successful Bidder is required to supply to the Authority under the Contract;
 - 1.1.4. "Services" means services ancillary to the scope of this RFP.
 - 1.1.5. "GCC" mean the General Conditions of Contract contained in this section.
 - 1.1.6. "SCC" means the Special Conditions of Contract.
 - 1.1.7. "The Authority" means the organization purchasing the Goods, as named in SCC.
- 1.2. "The Authority's country" means India.
- 1.3. "The Bidder" means the firm/private limited/LLP who participates in the Tender to supplying the Goods and Services under this Contract.
- 1.4. "The Government" means the Government of Odisha State.
- 1.5. "The Project Site", where applicable, means the place or places named in SCC.
- 1.6. "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1. The Goods and Services supplied under this Contract shall conform to the standards mentioned scope of work.

4. Use of Contract Documents & Information; Inspection & Audit by the Govt.

- 4.1. The Successful Bidder shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2. The Successful Bidder shall not, without the Authority's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3. Any document, other than the Contract itself, shall remain the property of the Authority and shall be returned (in all copies) to the Authority on completion of the Successful Bidder's performance under the Contract if so, required by the Authority.

5. Inspections and Tests

- 5.1. The Authority and/or its authorized representative shall have the right to inspect and/or to test the equipment and complete Solution to confirm their conformity to the Tender and Contract specifications at no extra cost to the Authority. SCC and the Technical Specifications shall specify what inspections and tests the Authority requires and where they are to be conducted. The Authority shall notify the Successful Bidder in writing in a timely manner of the identity of any representatives retained for these purposes.
- 5.2. The inspections and tests may be conducted on the premises of the Successful Bidder, at point of delivery and/or at the Goods final destination. If conducted on the premises of the Successful Bidder, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Authority. All the travel and accommodation for the inspection team shall be borne by the Successful Bidder.
- 5.3. Should any inspected or tested equipment and complete solution fails to conform to the specifications, the Authority may reject the goods and the Successful Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Authority.
- 5.4. The Authority's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Authority or its representative prior to the Goods shipment.
- 5.5. Nothing in GCC Clauses shall in any way release the Successful Bidder from any warranty or other obligations under this Contract.
- 5.6. Successful Bidder must meet all the functional & technical specifications and produce the test Certificates if requested in scheduled requirements "technical specifications". The Successful Bidder is instructed to give demonstration at their own cost, if requested by the Authority, failing which it will be considered as technically non-responsive.
- 5.7. Manuals and Drawings
 - 5.7.1. Before the equipment's are taken over by the Authority, the Successful Bidder shall supply operation and maintenance manuals together with equipment. These shall be in such detail as will enable the Authority to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
 - 5.7.2. The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
 - 5.7.3. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Authority.
- 5.8. Acceptance Certificates
 - 5.8.1. On successful completion of User Acceptance Test (hereinafter referred to as "UAT"), receipt of deliverables and after the Authority is satisfied with the working of the equipment and complete solution, the UAT Certificate signed by the Successful Bidder and the Authority and any of its representative will be issued. The date on which such certificate is signed shall be deemed to be the date of successful deployment and commissioning of the equipment and the complete solution.
 - 5.8.2. The operational and maintenance training shall be conducted on the dates mutually agreed.

6. Prices

6.1. Prices payable to the Successful Bidder as stated in the Contract shall be firm during the performance of the Contract.

7. Change Orders

7.1. The Authority may at any time, by written order given to the Successful Bidder, make changes within the general scope of the Contract in any one or more of the following:

7.1.1. The place of service delivery; and/or

7.1.2. The Services to be provided by the Successful Bidder.

7.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Successful Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Successful Bidder's receipt of the Authority's change order.

8. Contract Amendments

8.1. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

9. Sub-Contracts

9.1. No Sub-Contracting shall be allowed under this Tender.

10. Delays in the Successful Bidder's Performance

10.1. Delivery of the Goods and performance of the Services shall be made by the Successful Bidder in accordance with the time schedule specified by the Authority in the Schedule of requirements.

10.2. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Goods and performance of Services, the Successful Bidder shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Successful Bidder communication, the Authority shall evaluate the situation and may, at its discretion, extend the Successful Bidder's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

10.3. A delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

11. Liquidated Damages

- 11.1. If the Successful Bidder fails to deliver any or all of the Goods and to perform the Services within the period(s) specified in the Contract, the Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to INR 500/- (Indian National Rupees Five Hundred Only) of the delayed Goods or unperformed Services per day or part thereof of delay until actual delivery or performance, up to a maximum deduction of 5% (five percent) of the Contract Price. Once the maximum is reached, the Authority shall termination of the Contract and Blacklist the Successful Bidder for a period of five (5) years.

12. Termination for Default

- 12.1. The Authority shall, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part:
- 12.2. If the Successful Bidder fails to deliver any or all of the equipment
- 12.2.1. within the period(s) specified in the Contract, or within any extension thereof granted by the Authority; or
 - 12.2.2. If the Successful Bidder fails to perform any other obligation(s) under the Contract.
 - 12.2.3. If the Successful Bidder, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - 12.2.4. For the purpose of this Clause:
 - 12.2.5. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 12.2.6. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid uploading) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- 12.3. In the event the Authority terminates the Contract in whole or in part,, the Authority may procure, upon such terms and in such manner as it deems appropriate, Equipment and Services similar to those undelivered, and the Successful Bidder shall be liable to the Authority for any excess costs for such similar Equipment and Services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated and the Authority shall paid the Successful Bidder all dues for the delivered equipment before approaching any new Successful Bidder for the undelivered Equipment and Services.

13. Force Majeure

- 13.1. The Successful Bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not

foreseeable. Such events may include, but are not limited to, acts of the Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics/pandemics, quarantine restrictions and freight embargoes.

- 13.3. If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.

14. Termination for Insolvency

- 14.1. The Authority shall at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

15. Termination for Convenience

- 15.1. Either the Authority or the Successful Bidder, by written notice sent to the other, may 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 other Parties convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- 15.2. The Equipment and Services that are complete and ready for shipment within sixty (60) days after the Successful Bidder's receipt of Notice of Termination shall be accepted by the Authority at the Contract terms and prices. For the remaining Goods, the Authority may elect:
 - 15.2.1. To have any portion completed and delivered at the Contract terms and prices; and/or
 - 15.2.2. To cancel the remainder and pay to the Successful Bidder an agreed amount for partially completed equipment, materials and parts and Services previously procured by the Successful Bidder.
- 15.3. The Authority should make all pending payments of all delivered Equipment and Services ordered/Delivered by the Successful Bidder and is due for Delivery/Completed. Such Termination shall only be applicable for Equipment and Services which have not been procured by the Successful Bidder as per the Notice of Award and delayed in delivery which is not attributed to the Successful Bidder such as any third party.

16. Settlement of Disputes

- 16.1. The Authority and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 16.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Authority or the Successful Bidder may give notice to the other party of its intention to commence Arbitration, as hereinafter

provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 16.2.1. Any dispute or difference in respect of which a notice of intention to commence Arbitration has been given in accordance with this Clause shall be finally settled by Arbitration. Arbitration may be commenced prior to or after delivery of the Equipment and Services under the Contract.
- 16.2.2. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 16.2.3. All legal claims shall be at Authority's Jurisdiction, in Bhubaneswar only
- 16.3. Notwithstanding any reference to arbitration herein:
- 16.4. The Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- 16.5. The Authority shall pay the Successful Bidder any monies due to the Successful Bidder.

17. Limitation of Liability

- 17.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement,
 - 17.1.1. the Successful Bidder shall be liable to the Authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful Bidder to pay liquidated damages to the Authority; and
 - 17.1.2. The aggregate liability of the Successful Bidder to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

18. Governing Language

- 18.1. The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in the same language.

19. Applicable Law

- 19.1. The Contract shall be interpreted in accordance with the laws of the Union of India & State of Odisha.

20. Notices

- 20.1. Any notice given by one Party to the other pursuant to this Contract shall be sent to other Party in writing or by cable, telex or facsimile or email and confirmed in writing to the other Party's address specified in SCC.

20.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

21. Taxes and Duties

21.1. The Successful Bidder shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Equipment and Services to the Authority.

21.2. The Successful Bidder shall be entirely responsible for all taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted Equipment and Services to the Authority.

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SECTION IV – SPECIAL CONDITIONS OF CONTRACT (SCC)

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Definitions

- 1.1. The Authority is the A.I.G. (Provisioning), Odisha Police Department, Government of Odisha.
- 1.2. The Successful Bidder is firm or Company supplying the Equipment and Services under this Contract.

Service Levels

2.1 The problems will be classified into two Severity Levels:

- **Severity Level – 1:** Problems that can have severe impact on business affecting large number of users or a group of key Department functionaries, e.g., any network equipment (e.g., Routers, switches, UTM, wi-fi controller, etc.), Server, etc.
 - Calls to be attended immediately and resolved within the same day (24 hours) either through: repair; bringing in a back-up equipment; replacement; reconfiguration of faulty LAN equipment/ interacting with vendor for the same in case equipment under warranty.
- **Severity Level – 2:** Only few users are impacted, and the problem is not of Severity Level 1
 - Calls to be attended within the same day and resolved within 2 working days

Down time

3.1 Down time: will be calculated as below:

- 3.1.1 For Severity Level-1 problem, each extra day (or part thereof) taken to resolve the problem beyond the stipulated one day (24 hour) resolution time will be considered as two days down time.
- 3.1.2 For Severity Level-2 problems: downtime will be considered normal number of calendar days taken to resolve the problem beyond stipulated resolution time as stated above.

LAN (wired/wireless) equipment/connectivity:

- 4.1 The Comprehensive support should include standby equipment support at no extra charges.
- 4.2 The severity level for network (wired/wireless) equipment/connectivity failure will be treated as severity level 1 problem as detailed above and downtime will be taken as 2 days down time for each day.
- 4.3 Severity Level 1 calls to be attended immediately and resolved within 24 hours (in one calendar day regardless of the nature of the day (working or holiday) after the same has been intimated).
- 4.4 An equivalent standby computer/network component (server, switch, AP, etc.) should be replaced in place of failed equipment and the failed equipment should be repaired/replaced within 10 days of failure, if any.
- 4.5 All Servers and Network Equipment will come under the severity level 1.
- 4.6 The penalty will be imposed automatically with no separate prior notice issued to contractor beyond the permitted attending & rectification time.

List of equipment to be brought under maintenance services

5.1 Bidders must include any parts/components not included in any OEM delivered package but needed to install or operate the same including termination (electrical or otherwise), cables (including any electrical cables needed for UPS installation), adapters, hardware, software, firmware, sockets, plugs, etc. No additional cost would be payable to implement/maintain the systems apart from the notified award.

5.2 The list of items to be included is mentioned in the **Appendix - F**.

Right to Alter Quantities

6.1 Odisha Police Department reserves the right to alter either the number of personnel to be deployed or the number of hardware equipment specified in the tender in the event of change in plans. Any decision of Odisha Police Department in this regard shall be final, conclusive and binding on the bidder. Odisha Police Department reserves the right to include additional/fewer equipment or manpower in the AMC at the agreed rates during the entire contract period with the same terms and conditions.

Settlement of Disputes

7.1. The dispute settlement mechanism to be applied shall be as follows:

7.1.1. In case of Dispute or difference arising between the Authority and a domestic Successful Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 and/or any amendments thereof, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties. A certified copy of the appointment Order shall be supplied to each of the Parties.

7.1.2. Arbitration proceedings shall be held at Cuttack at the premises of the Authority in Cuttack, in the State of Odisha. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

7.1.3. The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each Party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

Notices

8.1. For the purpose of all notices, the following shall be the address of the Authority and Successful Bidder.

Authority:

Office of the A.I.G. (Provisioning)
Odisha Police Headquarters
Buxi Bazaar, Cuttack
Odisha

Successful Bidder: (To be filled in at the time of Contract signature)

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8.2. Progress of Supply and Deployment:

9.2.1. Successful Bidder shall regularly submit their progress of supply, in writing, to the Authority as under:

9.2.1.1. Status of Supply of Equipment.

9.2.1.2. Any other information to be submitted by the Successful Bidder to the Authority.

Successful Bidder Integrity

9.1 The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

Successful Bidder's Obligations

10.1. The Successful Bidder is obliged to work closely with the Authority's staff, act within its own authority and abide by directives issued by the Authority and implementation activities.

10.2. The Successful Bidder will abide by the job safety measures prevalent in India and will free the Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold the Authority responsible or obligated.

10.3. The Successful Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

10.4. The Successful Bidder will treat all data and information about the Authority as confidential, the details obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Authority.

Site Preparation and Installation

11.1 The Authority will designate the sites before the scheduled service date to allow Successful Bidder to perform a site inspection to verify the appropriateness of the sites before the deployment of project.

Prices, Penalties & Payment Terms

12.1 Payments will be made after the last working day of each quarter against a proper invoice. If any complaint is not resolved within the stipulated service level resolution time, then, as per the downtime calculated, Rs. 5,000/day from the monthly payable amount (for Severity Level – 1 problems) and Rs. 2500/day from the monthly

payable amount (for Severity Level – 2 problems) will be deducted for each day (or part thereof) of down time from the payment due. Penalties for each incident shall be capped, subject to a maximum of 10% of the monthly payable amount.

12.2 Absence of service/system engineers, without suitable replacement, shall attract a penalty of Rs. 2500/- per person per day of absence and will be deducted from the payment due.

12.3 If Bidder fails to rectify the faults within reasonable time, Odisha Police Department reserves the right to get it rectified through third party. The entire amount incurred towards rectification of such fault (configuration or otherwise) shall be deducted from bidders' payment.

12.4 All charges quoted by the vendor shall be on yearly basis exclusive of all taxes and levies applicable (all applicable taxes must be mentioned separately). No escalation of prices shall be permitted on any ground.

12.5 The Payment to Successful Bidder shall be requested on the basis of Biometric Attendance sheet which will have to be submitted with the quarterly bill. Certificate in regard of fulfilment of statutory compliance (PF / ESI / etc.) and payment of salary into employee bank accounts will also have to be submitted. Supporting documentation would have to be furnished as and when the Department deems fit.

Span of Engagement

13.1 Comprehensive AMC will be renewed on year-to-year basis based on the performance of the Bidder and shall be valid for Two Years from the date of engagement with the Successful Bidder. It shall be the sole discretion of Odisha Police Department to extend the engagement contract on year-to-year basis, subject to satisfactory performance of the Successful Bidder.

13.2 The services will be provided as per "Hours of Operations" mentioned as per the department, if required, additional manpower will be provisioned as and when required on any day including Saturdays, Sundays or other holidays in case of exigency.

Performance Security

14.1. Within fifteen (15) days of receipt of the Notification of Award, the Successful Bidder shall furnish Performance Security to the Authority for an amount of five percent (5%) of the Contract Value, valid up to two (2) months after the date of completion of performance obligations AMC period of two (2) years i.e. 26 months.

15.2. The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Successful Bidders failure to complete its obligations under the Contract.

15.3. The Performance Security shall be denominated in Indian Rupees.

15.4. The Performance Security will be discharged by the Authority and returned to the Successful Bidder no later than sixty (60) days following the date of completion of the Successful Bidders performance obligations, under the Contract as stated in this RFP.

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SECTION V – SCHEDULE OF REQUIREMENTS

1. Requirements for the Project

The following quantities for each equipment are required to be delivered for each district as per the table below:

#	Scope of Work	Contract Period (In Years)
1	Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.	2 + 1

2. Delivery Schedule

2.1. Services required as per this RFP shall be initiated at the designated sites within sixty (60) days from the date of Notification of Award.

2.2. Any delay and/or extension in the delivery timelines due to any reason whatsoever shall be mutually agreed in writing between the Authority and the Successful Bidder in advance.

2.3. Location of Delivery of Project will be as per the directions of the Competent Authority.

3. Manpower Requirement

Role	Required Skill Set	No. Of Service Engineers Required as Per This RFP
Service Engineer	<ul style="list-style-type: none">Min. BE / BTech / MCA with four (4) years of relevant experience.In addition to desktop support experience, must have exposure to managing servers, network and other IT equipment.Must have at least one relevant certification such as MCSE / RHCE, CCT, CCNA etc.	11 Engineers for 11 Locations all over the State (District Headquarters)

SECTION VI – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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Scope of Work

Services to be Performed

Vendors may visit the site by prior appointment, to have an understanding of the existing network and the scope of work involved.

(A) Desktop Support Services

The Desktop Support services are expected to be provisioned through appropriately qualified and experienced engineer(s) / consultant(s) and will include, but are not limited to, the following:

1. Troubleshooting, maintaining, installing/re-installing, updating/upgrading the hardware and software, including operating systems and applications, that are to be used on personal computers / laptops
2. Troubleshooting all desktop, laptop and printer problems and failures including those associated with the LAN (wired & wireless)
3. Resolution of all software and hardware failures relating to desktop and laptop applications
4. Installation of new desktop/laptop hardware and softwares.
5. Updating or re-installing software and operating systems as appropriate
6. Relocation or modification of hardware as requested
7. Resolution of software, hardware or operating system problems
8. Assisting with inventory control, including property tags
9. Assisting with tracking licenses for software
10. Detecting and removing spyware, viruses and other malware
11. Assisting in audio (sound systems) & photography (video / still) support needed for Department events
12. Submitting a consolidated helpdesk performance report

(B) Network Management Support

The Network Management Support services are expected to be provisioned through appropriately qualified and experienced engineer(s) / consultant(s) who will perform routine & other network management tasks including, but not limited to, the following:

1. Troubleshooting, maintaining, installing/re-installing and configuring the hardware and software typically associated with network equipment – switches, router etc.
2. Identifying LAN (wired/wireless) faults (logical / configuration / physical) and getting them resolved.
3. Configuration / location changes in the Network devices.
4. Rectification of any problem in the cable termination – RJ45/IO Box/ Patch cord will be covered under AMC; including re-punching of IO box/ replacing of faulty with new IO box, re-crimping of RJ45, replacing faulty patch cords with factory made patch cords (CAT-6), etc.
5. Diagnosing & troubleshooting problems related to slow speed in wired LAN related to PC, Network and non-network printers and other network devices.

6. Testing, troubleshooting of wi-fi network problems & restoring the connection from Wi-Fi router/ access points to the network devices (PC/Printers or any network devices).
7. Management, configuration, troubleshooting & comprehensive maintenance including replacement of Wi-fi routers/ access points.
8. Diagnosing & troubleshooting problems related to slow Wi-Fi LAN related to PC, Network printers and other network devices.
9. To manage, configure & troubleshoot for almost 100 % availability of present switches & routers and further addition of active elements if any.
10. Resolution of all software/firmware and hardware problems or failures relating to networking equipment, cabling/media, thin client devices, UTM, UPSs, Servos, etc.
11. Installation of software updates/patches
12. Change in network equipment (UTM, switch, controller, etc.) configuration as per requirement.
13. Backup of all network devices configurations
14. Relocation or modification of hardware as requested
15. Assisting with inventory control, including property tags
16. Documentation of diagrams and configurations
17. Submitting a consolidated report on the network support.
18. Repair and maintenance of fibre ports, single/multi-mode indoor/outdoor fibre cable including fibre splicing, cable re-dressing, terminating & testing.

(C) Hardware Maintenance Support

1. The hardware maintenance contract will be comprehensive, and services will be required to be rendered by the successful bidder (vendor) at Odisha Police Department premises. All computer (desktop, laptop, servers) and network equipment on the present campus network (wired and wireless) will be covered under the comprehensive maintenance contract to be entered.
2. The AMC will be comprehensive in nature. The AMC will include preventive maintenance, break down/corrective maintenance and supply of spares required for corrective maintenance of active and passive components. Corrective maintenance include repair of defects or malfunctions / non-functional caused for whatever reasons including voltage fluctuation wear & tear of all parts including plastic/nylon parts etc.
3. The AMC will also include maintenance of firmware / system software of router, firewall, core and network switches etc. If any parts are found defective, malfunctions or non-functional efforts may be made to repair it. If it is found beyond economical repair the same has to be certified by the firm and this defective part shall be replaced by a functional and good one (with same make, model, or high) without any extra cost. The defective, malfunctions or non-functional parts so removed shall be the property of the tenderer.
4. Services to be provisioned shall be inclusive of maintenance / repair / replacement of existing fibre & cables / switches / media converters / patch cords (fibre & UTP) with same or equivalent brand located throughout the campus.
5. The parts/components/sub-assemblies used for repair/replacement by the vendor will be of the same/equivalent or higher make, functional capability & warranty as originally available in the systems.
6. The vendor will arrange all parts/components/sub-assemblies including cables, boards, cards, knobs, plugs, connectors, etc. Repair & replacement of parts shall be

done by the vendor free of cost irrespective of the type of part, nature of fault or reason due to which the defect may have arisen. This includes any defect or malfunction that may arise due to wear and tear or burn out. Therefore, there shall be no payment for repair or rectification under any circumstance.

7. The systems that are not serviceable by the vendor due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of Odisha Police Department regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the vendor and equivalent maintenance charges shall be deducted from the amount due to the vendor.
8. The maintenance should be both preventive and break down maintenance. The Preventive Maintenance Services should be carried out at least once every three months for all the hardware covered under AMC and each machine should be labelled after each preventive maintenance. The Preventive maintenance means quarterly servicing of the equipment whether the equipment has suffered a break down or not and it would include servicing, checking for availability of proper equipment earth, firmware upgrades, cleaning, etc.
9. In case of failure of critical network components (such as UPSs, Switches, Access Points etc.) that may need more than 24 hours to repair or replace (as per applicable service level for equipment under replacement warranty) vendor would make arrangement for a standby to be provisioned at Odisha Police Department in order to maintain continuous functioning of the Department network. For critical equipment, adequate and appropriate standby supplies shall be stocked onsite at Odisha Police Department for provisioning as and when required (this includes equipment under warranty).
10. Odisha Police Department shall not be responsible for situations beyond its control, such as those arising out of erratic power problems, that may cause equipment malfunction.
11. The maintenance services will consist, inter alia, of
 - ✓ Attending to complaints on a daily basis.
 - ✓ Onsite preventive and corrective maintenance of all computers, servers, network equipment, servers, thin clients, UPSs, end-point computing devices, peripherals, etc.
 - ✓ The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
12. With respect to active devices such as firewall, Wi-Fi controllers, switches, etc., preventive maintenance shall also include
 - ✓ reviewing / updating various rulesets.
 - ✓ applying relevant patches.
 - ✓ performing power cycle & failover (HA) testing as applicable.
 - ✓ dust cleaning on Interfaces and checking patch cables.

(D) System Administration Support Services

Engineers to be posted at Odisha Police Department shall also perform routine system administration tasks for both servers and end-computing devices including maintenance of

- Antivirus (AV) software management for both clients and AV server
- Windows update server and client updates

- DHCP server
- Digital signage server
- Windows, Linux & AIX servers in virtualized environments, including their backup operations
- Storage Servers
- Firmware updates to all applicable devices

Besides the above-mentioned representative areas of work, the engineer will also be expected to occasionally assist Odisha Police Department staff in

1. Coordinating with ISPs in case of problems with internet leased lines.
2. AMC of all VC, EPABX, Audio and Video systems etc.
3. Coordinating with OEM vendors & suppliers as and when needed
4. Generic ICT support both during working days and holidays
5. Providing support for voice / video / photography, etc. operations for Department programmes that may be scheduled for holidays, Saturdays or Sundays.

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SECTION VII – QUALIFICATION & ELIGIBILITY CRITERIA

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Pre-Qualification Criteria

The Bidder should submit all documents to fulfil the pre- qualification criteria to qualify for technical evaluation along with bid proposal as mentioned below:

S.No.	Basic Requirement	Specific Requirement	Documents Required
1.	Sales Turnover from Services	Average Annual Turnover during the last three financial years should be at least Rs. 2 Crores that is generated from services. Further, the bidder should have posted an average annual net profit in the last three financial years.	Form 4 (There is no need to upload entire voluminous balance sheets)
2.	Certification	Bidder should have a currently valid ISO 20000-1 certificate	Copy of valid ISO certificate
4.	Experience	Bidder must have successfully undertaken at least the following numbers of AMC engagement(s) for ICT Infrastructure in the last five years, of value specified herein: <ul style="list-style-type: none"> • One project of similar nature of value not less than Rs 50 lakhs; OR • Two projects of similar nature of value not less than Rs 30 lakhs each OR • Three projects of similar nature of value not less than Rs 25 lakhs each <p><u>Note:</u> "similar nature" above implies work related to Annual Maintenance Contract (AMC) of ICT infrastructure</p>	Form 6
5.	Legal Entity	The bidder should be a Company registered under the Companies Act, 1956 since last 3 years and operating for the last three years.	Form 6, Form 7
6.	Blacklisting	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government body or Public Sector institution or be under a declaration of ineligibility for corrupt or fraudulent practices as on proposal submission date must be submitted on original letter head of the bidder with signature and stamp.	Form 3
7.	Employee Benefits	Bidder should have valid PF and ESI registrations.	Valid copy of registration certificates

8.	Specialized System Administration Resources	Bidder should have readily-available offsite support assistance, if and when needed, for providing general coordination for hardware / OS issues for infrastructure comprising of Servers, EMC SAN Storage, IBM Tape Library, Networker Software, AIX OS and Oracle Databases. If and when needed, such offsite resources will provide onsite support for specific incidents.	Form 3
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Others

- a) Odisha Police Department shall validate the “RFP Document Fee & Bid Security/Earnest Money Deposit (EMD)”. If the contents of the EMD & Document fee are as per requirements, only then Odisha Police Department shall evaluate the documents required for Pre-Qualification.
- b) Each of the Pre-Qualification Criteria mentioned RFP is mandatory. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.
- c) Bidder would be informed of their qualification/disqualification based on the Prequalification Criteria and subsequently, the EMD shall be returned to the respective disqualified Bidders. The EMD of Successful Bidder shall be returned after the submission of Performance Bank Guarantee by their firm.

NOTE: Proposals not conforming to the above requirements shall be rejected. The bidders who will qualify and complied with all documents mentioned in above table for the pre-qualification criteria the Technical Evaluation Committee (TEC) will access the documents, and marking will be done as shown in the table below.

Technical Evaluation Criteria

S.No.	Criteria	Max. Score
1.	Average Services turnover during the last three financial years [each additional INR one crore above INR 2 crores will be scored 4 points subject to a maximum of 12 points]	12
2.	ISO 27000 Certification ISO 9001 Certification	3

S.No.	Criteria	Max. Score
3.	Availability of 5 or more qualified resources of each of the following types: EMC Storage Certified / AIX Certified / Ruckus Certified / HP Networking Certified / RHCE / Oracle DBA <ul style="list-style-type: none"> • 3 points for each type of certification category for which 5 or more qualified resources are available • Resources must have been on the rolls of the company for more than six months and must have at least five years of relevant experience on the proposal due date 	15
4.	Authorized service partnership with any major hardware brand (HP / Ruckus / Lenovo / Dell / Apple, etc.)(3 points for each partnership subject to a maximum of 12 points)	12
5.	Number of service contracts of annual value \geq Rs. 25 lakhs executed in the last five years: <ul style="list-style-type: none"> • \leq 3 service contracts (2 points) • $>$ 3 service contracts (2 points for each AMC subject to a maximum of 10 points) 	10
6.	Running service contracts of annual value \geq Rs. 50 lakhs with <ul style="list-style-type: none"> (i) any prominent academic institution and/or (ii) any other organization (6 points for service contracts in recognized academic institutions and 5 points for every other running service contract subject to an overall maximum of 30 points)	30
7.	Successfully executed at least one IT Services contract under a single purchase order having annual value of Rs. 1 Crore or more in last 5 years	8
8.	Bidder has their own Centralized Helpdesk / Network Operations Centre (NOC)	5
9.	Bidding company has been in existence and operating for 10 or more years. <ul style="list-style-type: none"> • 2 points for completing 10 years and 1 point for each year of existence beyond 10 years, subject to a maximum of 5 points. • Provide company registration certificate and one relevant PO copy that is dated 10 or more years in the past from proposal due date. 	5

SECTION VIII – TENDER FORMS

Annexure A – Technical Proposal Submission Form [On Letterhead]

Tender No:

Date:

To:
Office of the A.I.G. (Provisioning)
Odisha Police Headquarters
Buxi Bazaar, Cuttack
Odisha

Sub: **Submission of Technical Proposal in response to “Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.”**

Dear Sir / Madam:

We, the undersigned, have examined the above mentioned RFP including all its amendments / corrigendum and offer to supply and deliver the Equipment as mentioned in the table below (Description of Equipment and Services) in conformity with the technical specifications and other provisions of the said RFP and our proposal shall remain valid for the period as specified in the RFP document or for subsequently extended period, if any, agreed to by us.

If our tender is accepted, we undertake:

- to deliver the Equipment and Services in accordance with the delivery schedule specified in the RfP
- to provide a Performance Bank Guarantee as specified in the RfP document

We confirm that we fully agree to the terms and conditions specified in above mentioned RFP document, including amendment/ corrigendum if any.

We confirm that the price bid submitted by us will remain valid for a period of 90 days from bid submission date.

We understand that you are not bound to accept any Proposal you receive.

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

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We clarify/confirm that we comply with the eligibility requirements of the tender documents.

Date:	Signature:
Place:	Name:
Company Seal:	Designation:

Annexure B – Format for Power of Attorney for Authorized Signatory/Representative

[On INR 100 Stamp Paper]

Power of Attorney

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for _____ including signing and submission of all documents, bids and other documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of our Proposal and providing information / responses to the A.I.G. (Provisioning), Odisha Police Department, Government of Odisha (the "Authority"), and for representing us in all matters before the Authority, and generally dealing with the Authority in all matters in connection with our Proposal for the said Project and/ or upon award thereof till the Contract is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 20__

For _____
(Name, Designation and Address)

(Signature)

(Name, Title and Address of the Issuer)

Accepted

_____ (Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*

- *In case of Sole proprietor firm, unless the firm authorizes persons other than the proprietor itself, this PoA shall be not required.*

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Annexure C – Profile of Bidder
[On Bidder's Letterhead]

1.	Name of Bidder (as registered in the Certificate of Registration / Incorporation):	
2.	Legal status of the firm:	
3.	Postal Address of Registered Office in Odisha	
4.	Authorized Representative (as per PoA details submitted, if any)	
5.	Year of Incorporation	
6.	Registration Number under Companies Act / Other applicable laws	
7.	PAN Number	
8.	GST Registration number	
9.	IEC Number, if applicable	
10.	MSME / SSI / NSIC Number, as applicable	
11.	Contact Details of concerned person Name & designation: Phone number: Email ID:	

Note:

i. The Bidder shall submit its notarized incorporation documents, self-attested PAN and self-attested GST registration certificate.

Annexure D – Bidder’s Technical Experience

[On Letterhead]

[Certified by Statutory Auditor]

S. No.	Work Order No. & Date	Name Of the Department/ Ministry	Duration Of Contract (Start Date – End Date)	Contract Value (INR In Lakhs)	No. Of Manpower Provided
1					
2					
3					
4					
5					
6					
7					
8					

Note:

a) Completion Certificate duly signed by the Competent Authority shall also be enclosed for each completed work.

For and on behalf of (Name of the Bidder)

Name :

Designation :

Place :

Date :

Annexure E – Bank Guarantee Format for Performance Security

[Form To be signed and submitted with the Tender]

Date

To,
Office of the A.I.G. (Provisioning)
Odisha Police Headquarters
Buxi Bazaar, Cuttack
Odisha

WHEREAS..... (Name of Successful Bidder) hereinafter called "the Successful Bidder" has undertaken, in pursuance of Contract No.....Dated.....2020 to supply..... (Description of Goods and Services) hereinafter called "the Contract"

AND WHEREAS it has been stipulated by you in the said Contract that the Successful Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Successful Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee:

AND WHEREAS we, (Name of the Bank) having our registered office at and one of its branches at [*insert address of branch at Odisha*] ("**Bank**") have agreed to give the aforesaid Guarantee:

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Successful Bidder, up to a total of..... (Amount of the Guarantee in Words and Figures) and we irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Contract by the said Successful Bidder and unconditionally and irrevocably undertake to pay forthwith to you, upon your first written demand declaring the Successful Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Any such written demand made by you stating that the Successful Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Contract shall be final, conclusive and binding on the Bank.

1. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Successful Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Contract, and the decision of the Authority that the Successful Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Successful Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

2. The Guarantee shall not be affected by any change in the constitution or winding up of the Successful Bidder or the Bank or any absorption, merger or amalgamation of the Successful Bidder or the Bank with any other person.
3. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the Contract or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Contract by the said Successful Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Successful Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Successful Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Successful Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
4. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
5. We undertake to make the payment on receipt of your notice of claim on us addressed to [***] Bank, payable at [***] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
6. It shall not be necessary for the Authority to proceed against the said Successful Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Successful Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
7. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
8. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. [***]. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 5 hereof, on or before period stated herein below.

This guarantee is valid until the Day of..... 20__

Signature and Seal of Guarantors

.....

.....
Date 20__

Address:

.....
.....

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Annexure F – Existing Equipment List

F(a). List of Equipment

List of Equipment

Sl. No.	Description of the items	Make & Models	Quantity
1.	VC end point with 10x Zoom Camera for State Control Room	Polycom / Real presence Group 500	01
2.	VC end points with 4x Zoom Camera for remote stations (at District Hdqrs.)	Polycom / Real presence Group 500	18
3.	MCU for State Control Room	Polycom / RMX 1800 Resource Manager	01
4.	Video Wall (3x2) Matrix for State Control Room	LG 55VH7D	06
5.	49" LED Display Unit for remote stations (at District Hdqrs.)	LG 49SE3KD	18
6.	Cable Cubby	Kramer	03
7.	Video and VGA Switcher	Aten VS-201	01
8.	Video Wall Controller	Aten VM-5808H	01
9.	Tx & Rx for picture transmission	Aten VE 812	01
10.	HDMI Cables	MX / Equivalent	90 mtrs.
11.	VGA with Audio Cables	MX / Equivalent	03 mtrs.
12.	VGA Cables	MX / Equivalent	60 mtrs.
13.	Shielded Data/ Cat-6 Cable	D-Link/ Equivalent	868 mtrs.
14.	Ceiling Speakers	JBL Control 12c/t	04
15.	Mic on Conference table	Shure MX 395C-LED	10
16.	Amplifier	Crown 160 MA	01
17.	DSP for Mics	Harman-BSS Audio BLU 101	01
18.	Audio/ Microphone Cable	MX/ Kramer BC-1T	198 mtrs.
19.	Speaker Cable	Kramer BC-2S	88 mtrs.
20.	TAB	Apple 1 PAD 12.9"	01
21.	Controller Unit	AMX/ NX 3200	01
22.	4 port switch with dual antenna Wi-Fi	D-Link DSL-2750U-	01
23.	GIS Server	Dell Power edge R730	01
24.	GIS Database Server	Dell Power edge R730	01
25.	GPS Gateway Server	Dell Power edge R730	01
26.	Network attached storage	Dell NX3230	01
27.	Core i5 Desktop (02 for SHQ+ 18 for Field Stations)	Dell precision Tower 3620	20
28.	Farm Switch	Cisco SG300-24	01
29.	10 KVA UPS	Uniline /10K	01
30.	1.5 Ton Inverter AC (5 Star)	Voltas 18v DY 2.0 Ton	06
31.	Stabilizer for Split AC	V guard VND 500	06

F(B). Serial Number of Equipment

i) Polycom Real Presence Group 500 (VC Equipment)

112100934	112100991
171492180	112100920
112100921	112100916
112100970	112100918
112101019	112101022
112101094	112100995
112100999	112101000
112101061	112101077
112100969	112100989
112101096	

ii) GPU Server (Dell)

Note: - The Bidder shall quote the final price inclusive of Extended warranty with Comprehensive care for the VC equipment and the GPU server.

Annexure G –Earnest Money Deposit Declaration

[Should be submitted on Bidder's Letterhead and Signed and Sealed]

From,
(Bidder).....
.....
.....

Date

To,
Office of the A.I.G. (Provisioning)
Odisha Police Headquarters
Buxi Bazaar, Cuttack
Odisha

Dear Sir,

Sub: Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.

Ref.: RFP document No _____ dated _____

- 1) I/We hereby Submit a Declaration that The Tender Submitted by the undersigned, on Behalf of the Bidder <Name of Bidder> and <Address of Bidder>, Shall not be withdrawn or modified during the period of validity or extended period of validity.
- 2) I/We, On behalf of the Bidder <Name of Bidder> and <Address of Bidder>, also accept the fact that in case the Tender is withdrawn or modified during the period of its validity /extended validity period of if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance security and Additional Performance Security, If any, before the deadline fixed in the Tender Document, then <Name of Bidder> and <Address of Bidder>, will be debarred for participation in the tendering process for the procurements of this Entity for a period of One Year from the date of default.

Date:
Place:
Company Seal:

Signature:
Name:
Designation:

Annexure H – GST Payment Receipt / Challan
[For last three Months]

[Along with GSTR3B acknowledgment/ return for the same period]

GOODS AND SERVICES TAX PAYMENT RECEIPT							
CPIN:	Deposit Date :	Deposit Time :	e-Scroll :				
Payment Particulars							
CIN:	Name of Bank:			BRN:			
Details of Taxpayer							
GSTIN:	E-mail Id:			Mobile No.:			
Name:	Address :						
Details of Deposit (All Amount in Rs.)							
Government	Major Head	Minor Head					
		Tax	Interest	Penalty	Fee	Others	Total
Government of India	CGST						
	IGST						
	CESS						
	Sub-Total						
	SGST						
Total Amount							
Total Amount (in words)							
Mode of Payment: Internet Banking -							
Notes:							
1. Status of the transaction can be tracked under 'Track Payment Status' at GST website							
2. Payment status will be set as 'Paid' for this transaction.							
3. This is a system generated receipt.							

Form GSTR-3B
[See rule 61(5)]

Year	2017-18
Month	December

1. GSTIN	97AJIPA1572E7Z8
2. Legal name of the registered person	ANGAD JASBIRSINGH AROBA

3.1 Tax on outward and reverse charge inward supplies

Nature of Supplies	Total Taxable value	Integrated Tax	Central Tax	State/UT Tax	Cess
(a) Outward taxable supplies (other than zero rated, nil rated and exempted)	1000	1000	1000	1000	0
(b) Outward taxable supplies (zero rated)	0	0	-	-	0
(c) Other outward supplies (Nil rated, exempted)	0	-	-	-	-
(d) Inward supplies (liable to reverse charge)	0	0	0	0	0
(e) Non-GST outward supplies	0	-	-	-	-

3.2 Inter-state supplies

Nature of Supplies	Total Taxable value	Integrated Tax
Supplies made to Unregistered Persons	50000	1000
Supplies made to Composition Taxable Persons	0	0
Supplies made to UIN holders	0	0

Note:

- 1) To be submitted for each of the three months with applicable challan/receipt copies and the return copies as applicable.
- 2) Separate files for each year to be submitted.

Annexure I – Annual Turnover Statement

The Average Annual Turnover of M/s. _____
_____ for the three (any 3 years out of the last five) financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover (in Rs.)
1.	2019 - 20	
2.	2020 -21	
3.	2021 – 22	
4.	2022 - 23	
5.	2023-24	
6.	Average turnover:	

Date:

Chartered Account's Signature:

Place:

Name:

Chartered Account's Seal:

Chartered Accountant's Registration Number:

UDIN:

Note:

- 1) *The Turnover Certificate issued by the CA should be excluding taxes.*
- 2) *Any mismatch of data between the CA Statement and the P&L and Balance Sheet, will be considered the bidder being non-responsive.*

Annexure J – Format of Affidavit

[To be submitted by Bidder on Stamp Paper of Rs.100/-]

AFFIDAVIT

This affidavit is executed by M/s. _____ on day _____, Year _____, for the tender of A.I.G. (Provisioning), Odisha Police Headquarters, Government of Odisha for the tender “Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.” vide Reference No. _____ dated _____.

We/I hereby declare and undertake on oath as follows:

- 1) We / I that all the documents, testimonials, certificates, etc., submitted by us for the above mentioned tender are all correct and genuine.
- 2) We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, submitted by us as Eligibility and Technical Criteria are correct and genuine.
- 3) We / I declare that our firm / company M/s. _____ is not blacklisted or de-registered by any Government / Quasi Government / and other organization.
- 4) We / I declare that we / I will not supply End of Life and / or refurbished equipment / items.
- 5) We / I declare that the items quoted by us shall be in commercial production and support by the manufacturer for a Contract Period as stated in the Tender.
- 6) We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then we / I shall be blacklisted by the Odisha Police Department and all Government of Odisha and other State / Departments and Agencies across India for a period of five years.

Identified by me:

Deponent

Name: _____

Title: _____

Company: _____

Date: _____

Place: _____

Annexure K – Financial Bid Format

[To be uploaded on e-Procurement Portal Only]

The financial bid format is only for reference. The Bidders should submit their financial bid in the below format only on the e-procurement portal clearly mentioning the lump sum amount for all line items.

The total financial cost will be summation line items 1 and 2 (on Annual basis) as given below:

SL. No.	Items	Unit	Qty	Total Amount (Inclusive Of All Taxes) (INR in Lakhs)
1	AMC of equipment as per Annexure – Ffor one year (inclusive of all taxes and charges except GST)	Nos	1	
2	On-Site Service Engineer (for 11 District Headquarters)	Nos	11	
Total Inclusive of all Taxes				

Note:

- All expenses related to travelling, lodging, boarding and other expenses during project inception have to be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered. Any changes (upward or downward) in the taxes/duties shall be accordingly revised at the time of actual payments and paid. Goods & Service Tax will be paid by department as per the norms defined by Government of India at the time of actual payment. Any other taxes excluding GST should be including in financial proposal.
- In case of any variation in rates between words and figures, highest value of them will prevail.

Annexure M – Format for Contract Agreement

[To be submitted by Bidder on Stamp Paper of Rs.1000/-]

[To be Submitted by the Successful Bidder at the time Signing of Contract]

This CONTRACT (hereinafter called the "Contract") is made the ____ day of the month of _____ between, on the one hand, "Odisha Police Department " constituted on 27th August 1956 hereinafter called "Authority" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) and, on the other hand M/s

_____ having its registered office at _____ hereinafter called the "Bidder" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees).

Whereas

- a. The Authority has selected the Bidder to provide services as per specifications mentioned in the bid document "**Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneshwar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.**" and as defined in the General Conditions of the Contract.
- b. By filling the bid document and signing it the Bidder has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.
 - a. The complete set of deviations issued from time to time.
 - b. Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by Authority.
 - c. All Conditions laid down in this RFP under.
 - d. Any other communications issued prior to signing of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND ON BEHALF OF
Odisha Police Department.
(Name) By Authorized Signatory
Designation	FOR AND ON BEHALF OF
(Authorized Representative)	M/S.

Witness:

Annexure N – Non- Blacklisting Declaration Form

(Declaration on the Letter Head)

I, M/s. _____ (Bidder Name), _____
(.....registered office.....) here by certify and confirm that we or any of our directors / partners are not barred or blacklisted any Central / State Government or Public Sector Units (PSUs) or any State/Central Police Departments from Participating in **Request For Proposal for Selection of Agency for Annual Maintenance Contract of various Equipment at State Level Operation Control Room at Bhubaneswar & 10 remote locations (District Headquarters) along with 1 On-Site Engineer at each location.** as on the tender submission date.

We undertake that, in the event of us or any our directors/promoters being blacklisted/barrred at any time post the date of this undertaking, we shall intimate A.I.G. (Provisioning), Odisha Police Department, Odisha of such blacklisting.

We further confirm that we are aware as per document no. _____ dated _____ our application would be liable for rejection in case any misrepresentation is

_____ made or discovered with regard to the requirement of this document any state of process or thereafter the registration will be liable for termination and Odisha Police Department, may take appropriate action against us.

Dated this _____ Day of _____

Name of the Manufacturer: _____

Signature of the Authorised Signatory of Manufacturer: _____

Address with Pin Code: _____

DRAFT