

OFFICE OF THE DY. COMMISSIONER OF POLICE: PROV. & LOGISTICS:
(AN IS/ISO 9001 : 2008 UNIT)
5, RAJPUR ROAD, DELHI-110054 (FAX NO. 011-23993344 & 23974427)
Tender Notice No. 355 /CSA/Q-I(B)/DCP/P&L/2017
Global Tender

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 Online Bids are invited in two bid system i.e. (i) Technical bid (ii) Commercial bid from manufacturers or their authorized distributors, Joint Ventures and also from Governmental/Semi-Government Organizations and Public Sector Undertaking for **“Purchase, installation and maintenance of “Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System (Gantry/Cantilever Mounted) to cover 100 locations” having Radar Based Technology** (as per the Requirement **(Chapter-3)** and Technical Specifications **(Chapter-4)** in this document for installation at different locations in Delhi. The tender document can be downloaded from Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>.

Time Lines:

1.	Date of publication of Tender	28/04/2017
2.	Date of start of downloading of documents	28/04/2017
3.	Date and time of Bidders Facilitation Presentation	12/05/2017 at 1400 Hours.
4.	Venue of Bidders Facilitation Presentation	Committee Room, DCP/Prov. & Logistics, 5, Rajpur Road, Delhi-110054
5.	Date and time for submission of pre-bid queries	26/05/2017 upto 1700 Hours in the box kept in Reception Room, Prov. & Logistics, 5 Rajpur Road, Delhi-110054 and the soft copy shall also be sent to e-mail acpcsa@yahoo.com in MS Word format.
6.	Date & time of pre-bid conference	31/05/2017 at 1500 Hours
7.	Venue of pre-bid conference	Committee Room, DCP/Prov. & Logistics, 5, Rajpur Road, Delhi-110054
8.	Bid submission end date and time	13/07/2017 upto 1430 Hours.
9.	Physical submission of original payment instrument in r/o Application Fee & EMD	14/07/2017 upto 1500 Hours.
10.	Bid opening date and time (Technical Bid)	14/07/2017 at 1500 Hours.
11.	Venue for opening of Technical bid	Committee Room, DCP/Prov. & Logistics, 5, Rajpur Road, Delhi-110054
12.	Venue for opening of Commercial bid of the bidders qualified in technical evaluation	Committee Room, DCP/Prov. & Logistics, 5, Rajpur Road, Delhi-110054
13.	Address of communication	The Deputy Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi-110054

The bidders or their authorized representatives may be present on critical dates as mentioned above, if they so desire.

1.2 The Scan copy of application fee of **Rs.500/- (Rupees Five Hundred only)** or in US Dollars/any freely convertible foreign currency of the equal value on the date of submission of bid. The Application fee may be submitted in the form of a Demand Draft/Pay Order/Bankers Cheque drawn in favour of Dy. Commissioner of Police (Prov. & Logistics), 5, Rajpur Road, Delhi-54 shall be attached in the prescribed column along with the Technical Bid of Tender. The application fee is non refundable. The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), with any Central Government Ministry or any Department under the Ministry but not any independent department for the requisite item(s) are exempted from depositing of application fee. Proof of valid registration with such organization/ministry/department must be appended with the Technical Bid. Failure to do so will result in rejection of the bid. The original DD/Pay Order/Banker's Cheque shall be submitted by the bidder at the time of tender opening failure to do so will result in rejection of the bid.

2 **Bid Security(Earnest Money Deposit):**

2.1 The scanned copy of Bid Security Deposit (Earnest Money) amount of **Rs.60,00,000/- (Rupees Sixty Lakh only)**) or in US Dollars/any freely convertible foreign currency of the equal value on the date of submission of bid. The Bid Security Deposit may be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, from any nationalized bank or commercial banks which are authorized to do Govt. business, in favour of Deputy Commissioner of Police, Prov. & Logistics, Delhi shall be enclosed alongwith Technical Bid. Failure to do so will result in the rejection of the bid. The original DD/Pay Order/Banker's Cheque or Bank Guarantee shall be submitted by the bidder at the time of tender opening failure to do so will result in rejection of the bid.

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

2.3 The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), with any Central Government Ministry or any Department under the Ministry but not any independent department for the requisite item(s) are exempted from depositing of application fee. Proof of valid registration with such organization/ministry/department must be appended with the Technical Bid. The original document projected for EMD exemption can be verified/checked.

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

2.5 **The Bid Security (Earnest Money) may be forfeited:**

- a) if a Bidder withdraws his bid after the technical evaluation by the Technical Committee or
- b) in the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance Clause 1 of Chapter-2; or
 - ii) to furnish Contract Performance Security in accordance with Clause 2 of Chapter-2; or
 - iii) if at any stage any of the information/declaration is found false.

3. Bidders are advised to study the tender document carefully/thoroughly and may carry out physical survey of locations. Submission of tender shall be deemed to have been done after careful study of the tender document and physical survey of the locations and full understanding of its implications.

4. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the Stores. No request for the change of price or time schedule of delivery of Stores shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.

5. **Period of Validity of Bids:** Bids shall remain valid for **Fifteen months** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

6. **Pre-qualification criteria:-**

Documents connected with fulfilment of pre-qualification criteria must be furnished with technical bid.

6.1 Pre-qualification criteria for bidders is as under:-

a) **For Foreign bidders:**

i) Should be registered firm/concern or a company registered under the prevailing Government Rules/Act of its respective country. Copies of registration certificate should be uploaded. The bidders shall also upload their latest Sales Tax deposit documents/return. The bidder shall also deposit the copy of service tax allotment number along with latest service tax deposit documents/return or any other document as per rules/Act in its respective country.

ii) The bidder should have experience in Intelligent Management System/Devices with Control Room connectivity, Over speed detection, Red Light Violation, Surveillance, CCTV, ANPR System, Adaptive Traffic System, Automatic Ticketing/Challan System, Spot Speed Measurement Camera, Vehicle Registration Number Plate Recognition System, Hand held ITMS devices, Sensor for Target Detection & Tracking, Video Incident Detection and other similar category items related to Automated Highway Traffic Management and detection/surveillance systems with communication backbone etc. either having executed two similar contracts successfully executed in last 2 years till 31st March, 2017 with total value 90 Millions or having one similar contract successfully executed in last 2 years till 31st March, 2017 with total value of 120 Millions in any Government organization (Ministry/department) of its respective country. A certificate/any confirmatory document issued by the organisation to whom the supply was made, to the effect that the contract was successfully executed, should also be uploaded. (Annexure- 'C-9, Chapter-7').

iii) Last 3 years Average Annual Turnover (audited balance sheet of Financial year, 2013-14, 2014-15, 2015-16) is desirable for 75 million. Copies of audited annual accounts/financial statements or a certificate from Chartered Accountant should be uploaded.

a) **For Domestic bidders:**

i) Should be **registered firm/concern or a company registered under Companies Act, 1956 or registered with various taxation authorities**. Copies of the registration certificate should be uploaded. The bidders shall also upload their latest Sales Tax/VAT deposit challan/return. Bidder shall also submit the Copy of Service Tax Allotment No. alongwith latest Service Tax deposit challan/return.

ii) The bidder should have experience in Intelligent Management System/Devices with Control Room connectivity, Over speed detection, Red Light Violation, Surveillance, CCTV, ANPR System, Adaptive Traffic System, Automatic Ticketing/Challan System, Spot Speed Measurement Camera, Vehicle Registration Number Plate Recognition System, Hand held ITMS devices, Sensor for Target Detection & Tracking, Video Incident Detection and other similar category items related to Automated Highway Traffic Management and detection/surveillance systems with communication

backbone etc. either having executed two similar contracts successfully executed in last 2 years till 31st March, 2017 with total value Rs. 9 crores or having one similar contract successfully executed in last 2 years till 31st March, 2017 with total value of Rs.12 crores in any Government organization (Ministry/department) in India or abroad. A certificate/any confirmatory document issued by the organisation to whom the supply was made, to the effect that the contract was successfully executed, should also be uploaded. (Annexure- 'C-9, Chapter-7').

- iii) Last 3 years Average Annual Turnover (audited balance sheet of Financial year, 2013-14, 2014-15, 2015-16) is desirable for Rs. 7.5 crores. Copies of audited annual accounts/financial statements or a certificate from Chartered Accountant should be uploaded.

Note:-Domestic bidder must submit documents of its own firm to meet pre-qualification criteria. Copies of financial statements/supply order of their principals will not be considered.

7. Additional Conditions for Indian Agents:

- i) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for **Indian agents**, who desire to quote directly on behalf of their foreign principals, to get themselves **enlisted with DGS&D**. Copy of enlistment & agency agreement with foreign principal should be uploaded.
- ii) Turnover condition and past experience condition as required for Foreign and Domestic Bidders shall also apply on Indian Agents.
- iii) Indian agent must submit documents of its own firm to meet pre-qualification criteria. Copies of financial statements/supply order of their principals will not be considered.
- iv) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- v) If an agent submits bid on behalf of any Principal/OEM, the same agency shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

8. Terms & Conditions of Tender:

8.1 Bidder Qualification: The "**Bidder**" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the manufacturer of the Stores for which prices are quoted on the Price Schedule (**Chapter-5**) or his duly authorized distributors. The bidders shall submit a manufacturer's certificate issued by any Govt. Agency or authorized distributorship/dealership certificate from its manufacturer/principal registered with any Govt. Department alongwith proof of manufacturing of him having manufactured such goods.

8.2 Bid Requirements:

- (i) The Bidder must quote for all items and quantities as listed under the Schedule of Requirements (**Chapter - 3**) and also for any other equipment/components/ services required for the functioning and commissioning of the System in the Price Schedule format (**Chapter-5**). Nothing over and above the quoted price shall be payable on any account.
- (ii) The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 10%** of the Contract Price, within 30 days before award of Contract as per the prescribed proforma (**Annexure-C6 of Chapter 7 & Clause 2 of Chapter - 2**). Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual

obligation of the supplier including warranty obligations. The performance Security shall bear no interest. In case the PBG is not submitted within 30 days, the EMD deposited will be forfeited.

- (iii) The bidder should submit an undertaking that no member of their firm/company etc. or family members are participating in the bidding process through some other entity.
- (iv) All bidders shall submit an undertaking regarding **insolvency, industrial credential, debarring or banning/blacklisting by any country/organization. (As per Annexure- "C-10, Chapter-7")**.
- (v) The bidder shall submit an undertaking from its OEM regarding confirmation/certification to provide after sales service for the system to its authorised distributor/agent during the period of guarantee/warranty as well as during CAMC period in Delhi-NCR region.
- (vi) Bids not accompanied the scanned copies of Tender Fee and Earnest Money will be rejected.
- (vii) Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected. No physical bids will be accepted. Only online bids will be accepted.
- (viii) The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.
- (ix) The bidder should have at least 30 technically qualified manpower. The documentary proof in this regard may be attached/uploaded along with the technical bid.
- (x) Bidder must have a Service Location / Office in Delhi NCR. Address proof of such Service Location must be attached/uploaded along with the technical bid.

8.3 BID PRICES:

➤ **Cost of system may be quoted as under in bid by the bidder firm :-**

(A) Cost of stores – (As per the price bid proforma (Chapter -"V"))

(I) For Foreign Bidders:-

- (i) FOB cost of stores (in foreign currency)
- (ii) Freight & Insurance (in foreign currency)
- (iii) Custom Duty (reimbursable)
- (iv) Custom Clearance & Port Handling (reimbursable)
- (v) Installation & commissioning and training etc.
- (vi) Any other Govt. levies.

(II) For Domestic Bidders:-

- (i) Basic cost of stores (in Indian Rupees)
- (ii) Custom Duty } (Govt notification
- (iii) Excise Duty } regarding rate may be enclosed)
- (iv) Freight & Insurance (Reimbursable)
- (v) Custom Clearance & Port Handling (Reimbursable)

- (vi) CST/VAT
- (vii) Installation & Commissioning
- (viii) Service Tax

(III) For Indian Agent quoting on behalf of its principal:

- (i) FOB price of imported stores (to quote in foreign currency)
- (ii) Freight & insurance charges (to quote in foreign currency)
- (iii) Custom Duty (Govt. notification regarding rates may be enclosed)
- (iv) Custom clearing & handling charges
- (v) Local freight charges
- (vi) Cost of Indigenous items
- (vii) CST/VAT
- (viii) Installation & Commissioning
- (ix) Service Tax
- (x) Commission of Indian Agent (to quote only in INR)

Note -I:- For Indian Agents quoting on behalf of its principal: The prices should be stated only in one currency and should either in US Dollars or in a freely convertible currency. However, the portion of the bid price relating to the services/components of Indian origin and agency commission to be incorporated in the stores and/or supply shall be stated in Indian Rupees.

Note-II :- All the quotes in foreign currency will be brought to a common denomination in Indian Rupees by adopting the exchange rate of RBI on the date of opening of Price Bids.

(B) Cost of CAMC – (Comprehensive Annual Maintenance Contract)

A rate of CAMC as per the Chapter-5 for two years (expandable for further two years) after expiry of warranty period of 3 (Three) years is required. Bidders must quote rate and amount of CAMC for 2 (Two) years to arrive at L-1. The payment for CAMC will be made on quarterly basis after rendering satisfactory services. Further renewal of CAMC after 2 years of initial CAMC period will be considered by the user as per his discretion.

(C) Custom Duty- Custom Duty Exemption Certificate (CDEC) may be provided by the User for imported items to Indian bidders and Indian agents quoting on behalf of its principal. However the firm has to indicate rate and amount of Custom Duty separately. In case Delhi Police decides not to provide Custom Duty Exemption Certificate, the firm will be reimbursed custom duty subject to production of custom tariff number, bill of entry and payment receipt. Delhi Police will not enter into High Sea Sales agreement.

- 8.4 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- 8.5 It should be noted that payment by the Purchaser towards other Govt. levies/ incidental charges, if any, would be made at actual against documentary proof submitted by the Contractor/Supplier.
- 8.6 The supply/billing should be made from the firm/place of C.S.T./ST/Work Contract Registration Clearance.
- 8.7 The bidder should ensure that all columns of the price schedule (Chapter-5) may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.

- 8.8 After evaluation of the Technical bids by the Purchase Committee, the short-listed Bidders will be asked to demonstrate their equipments/system before the Technical Evaluation Committee, for technical evaluation as per the notified technical specifications, whose decision shall be final and not be open for discussion.
- a) The bidder will also be asked for the live demonstration of the equipment/system before the Technical Committee within 28 days from the date of issue of the notice. Bidding firm must keep themselves ready with one system for evaluation, failing which the tender shall be disqualified for further consideration. No request in this context shall be entertained at any ground what-so-ever.
- b) The bidder(s) shall be given a maximum of 28 days for installation and technical evaluation of the offered system by the technical committee. A maximum of 03 attempts within the specified time limit of 28 days will be given to the bidder(s) for demonstration of the system before the Technical Committee for technical evaluation as per the technical specifications in the tender.
- 8.9 Submission of online scanned copies of unwanted/irrelevant documents /out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against the such bidders, besides action for rejection of bids and blacklisting of firm will be initiated.
- 8.10 The Commercial bids of the short-listed Bidders will be opened in the Committee Room at 5, Rajpur Road, Delhi and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present, if they so desire.
- 8.11 A bidder's facilitation presentation will be organized well before the pre-bid meeting. The presentation will be shown on scope of work, price-bid format and other such issues that the bidders may face during execution. This will also cover the areas, road stretches and other things affecting the operations and logistics during the project.
9. **Option Clause:-** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.
10. **Repeat Order Clause:-** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
11. **Tolerance Clause:-** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to \pm 15% increase/decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
12. **Purchaser's right to accept any Bid and to reject any or all bids:** The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

13. GUARANTEE/WARRANTY & AMC:

The Bidder shall provide onsite comprehensive Guarantee/Warranty for all stores/equipment at least for a period of **3 (three) Years** from the date of final acceptance of the equipment and also provide Comprehensive Annual Maintenance of the entire equipments for all **2 (Two) Years (expandable for further 2 (Two) years)** after expiry of the warranty/guarantee period of **03 (Three) years**.

Comprehensive AMC rates will be considered as a loading factor and criterion for deciding the lowest bidder. The Comprehensive AMC charges for 2 (Two) years will be loaded in the project price for deciding the lowest bidder.

14. Criteria for Deciding the Lowest (L-1) Firm.

The total cost of equipments/systems (including of all components (item-wise etc. if any)) quoted by the firm and rates of Comprehensive AMC charges quoted for all the 2 (Two) years (**as mentioned in Chapter-5**) will be collectively considered for deciding the Lowest (L-1) firm. Custom Duty, excise duty VAT/CST and service tax and other statutory duties and taxes will not be taken into account for arriving at L-1.

15. The Purchase Committee reserves the right to relax any terms & conditions in the Govt. interest with the approval of Competent Authority.

16. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.

17. **Contents of Bid:** The Online Bids prepared by the Bidder shall comprise of the following two components:-

a) **Technical Bid** comprising of the following **scanned documents** and to be filled on the format sheets provided in each Tender Document. This is mandatory.

i) Bidders Particulars (**Annexure C-1, Chapter 7**).

ii) Bid Form (**Annexure C- 2, Chapter 7**).

iii) Technical Specifications of the Stores (**Chapter 4**).

iv) Guarantee/Warranty (**Annexure C-3, Chapter 7**).

v) Demand Draft for Rs. 500/- in favour of Deputy Commissioner of Police (P&L), Delhi shall be attached towards Tender fee (**Clause 1.2, Chapter-1**). (**Scanned copy of application fee**).

vi) A Demand Draft/Pay Order/Bank Guarantee/FDR for Bid Security in favour of Deputy Commissioner of Police, Prov. & Logistics, Delhi. (**Clause 2.1 of Chapter 1**). (**Scanned copy of Bid Security**).

vii) All technical brochures/documents relevant to the Bid.

viii) Copies of Service Tax/VAT Regn. & Clearance Certificates (**Clause 6, Chapter 1**).

ix) **Certificate as per clause 8.2 (iv) of Chapter 1**.

x) **Certificate as per clause 8.2 (iii) of Chapter 1**.

xi) **Address Proof of Maintenance Base/Location as per Clause 8.2 (x) of Chapter-2**.

xii) Check List of Technical Bid (**Annexure C-4, Chapter-1**).

xiii) Tender acceptance letter (**Annexure-C-8**).

xiv) Certificates (**Annexure – C-9 & 10**)

b) **Commercial Bid:** The Price Schedule Chapter-5 will be filled in excel sheet provided with the tender documents:

i) Bid Letter (**Annexure C-5, Chapter 7**)

ii) **Price Schedule (Chapter -5) &Comprehensive AMC Rates for 2 years after**

- iii) **Guarantee warranty Period of 3 years.**
- iii) **Schedule of Requirements (Chapter 3)**
- iv) **Check List of Commercial Bid (Annexure C-7, Chapter - 7)**

18. Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard Price Schedule provided with tender document (excel sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule provided with tender document (excel sheet) file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**SD/-
DY. COMMISSIONER OF POLICE :
PROV. & LINES : DELHI,**

CHAPTER – 2

CONDITIONS OF CONTRACT

1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 7 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance security and common seal etc. for signing the contract.
- 1.3 The tenderer shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specifications, plan, drawing pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.

2. Contract Performance Bank Guarantee & AMC Performance B.G.:

- 2.1 (a) **Domestic/Indigenous Cases:-** At the time of signing the contract, the supplier shall furnish a **Contract Performance Bank Guarantee for 10 percent of the value** of the Contract price, as per the prescribed proforma (**Annexure C-2, Chapter 7**), from a Commercial Bank. The performance security can also be furnished in the shape of FDR or Bank Guarantee shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.

(b) **Foreign Cases:-** The supplier will be required to furnish a **Contract Performance Guarantee** by way of Bank Guarantee as per the prescribed proforma (**Annexure C-2, Chapter -7**), from supplier's Bank through an internationally recognized first class Bank, equal to 10% of the total value of the contract in USD or any freely convertible currency. Performance Bank Guarantee shall be valid up to 60 days beyond the date of completion of all contractual obligations including warranty obligations. The Performance Security shall bear no interest.
- 2.2 The Contract Performance Security will be in the name of the **Deputy Commissioner of Police (Prov. & Logistics)**, Delhi Police, 5, Rajpur Road, Delhi-110054.
- 2.3 The Contract Performance Security should be valid for a period of **3 (three) years and 6 (Six) months** from the date of award of the Contract. This will be released after the successful completion of warranty period and submission/furnishing of AMC Performance Bank Guarantee as per clause 2.5.
- 2.4 In the event of delay in acceptance of the goods, the supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.
- 2.5 Thereafter, the supplier shall furnish a CAMC Performance Bank Guarantee equivalent to ten percent (10%) of the contract price from a scheduled bank within the validity period of the Contract Performance Security. The Performance Security can also be furnished in the shape of A/C Payee Demand Draft, FDR.

- 2.6 The AMC Performance Security should be valid for 2 (Two) years and 6 (six) months from the date of expiry of three years warranty. This will be released after the successful completion of the AMC period.
3. **Payment Schedule** : The payment shall be made only after supply, installation and commissioning/acceptance of the system subject to recoveries, if any, under the Liquidated Damages clause which is as follows :-
- 3.1 **Delivery of Goods:** The Supplier shall notify the Purchaser about the delivery of the Stores to the Delivery Site one week in advance of the expected date of partial or complete delivery.
- 3.2 The Supplier shall ensure that its representatives are present for the inventorisation of the Stores supplied under the contract failing which the Purchaser shall proceed with the inventorisation in the Supplier's absence and the Purchaser's inventorisation report shall be binding on the Supplier.
- 3.3 The payment will be made after completion of delivery, installation and commissioning and on receipt of supplier's bill duly completed in all respect.
- 3.4 No advance payment shall be made.
- 3.5 **Payment Terms: Quarterly payments will be made on submission of User Clearance Certificates in respect of AMC charges.**
- a) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT/RTGS mechanism.
- b) **Payment to Bidders:**
- (i) 100% payment will be made through Direct Bank Transfer after successful delivery, installation and commissioning on site.
- (ii) Quarterly payments will be made on submission of User clearance certificates in respect of AMC charges.
4. Exchange Rate Variation (ERV): Bidders should indicate import content(s) and the currency (ies) used for calculating the value of import content(s) in their total quoted price, which (i.e. the total quoted price) will be in Indian Rupees. The bidders should indicate the Base Exchange Rate for each such foreign currency used for converting the Foreign Exchange content into Indian Rupees and the extent of foreign exchange rate variation risk they are willing to bear. To work out the variation due to changes (if any) in the exchange rate(s), the base date for this purpose will be the due date of opening of tenders/technical bid. The variation will be allowed between the above base date and the date of remittance to the foreign principal. The applicable exchange rates as above will be according to the TT Selling Rates of Exchange as quoted by authorized Exchange Bankers approved by the Reserve Bank of India on the dates in question. No variation in price in this regard will be allowed if the variation in the rate of exchange remains within the limit of plus/minus 3 (Three) percent. Any increase or decrease in the Customs Duty by reason of the variation in the rate of exchange in terms of the contract will be the buyer's account. In case Delivery period is re-fixed/extended, ERV will not be admissible, if this is due to default of the supplier. However, any decrease in exchange rate beyond the due delivery date, the benefit of the same will be passed on to the Delhi Police. The following documents should be furnished by the supplier for claiming ERV:-

- a) A bill of ERV claim enclosing working sheet;
 - b) Banker's Certificate/debit advice detailing F.E. paid, date of remittance and exchange rate;
 - c) Copies of import order placed on supplier;
 - d) Invoice of supplier for the relevant import order.
5. **Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the goods to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser of the date of each shipment from his works and the expected date of arrival of goods at the site.
6. **Delivery, Installation and Commissioning :** Delivery, installation, testing and commissioning of the proposed system at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **24 (twenty four) weeks** from the date of Award of Contract.
7. **Insurance:** The Goods supplied under the Contract shall be fully insured on a warehouse-to-warehouse basis by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
8. **Inspection:**
- 8.1 The Purchaser shall have the **right to inspect** and/or test the **goods** for conformity to the Contract Specification. There shall be a Joint Review Inspection with representation of the vendor. The installed equipments shall remain in the custody of the User at the cost of the vendor.
 - 8.2 Should any inspected or tested Stores fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Stores or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
 - 8.3 The Supplier shall provide installation and standard test procedures for the individual equipment and for the complete System offered.
 - 8.4 The Supplier shall test individual equipment and the complete System after installation at site. The Supplier shall submit complete documentation of all the measurements conducted during installation period for future reference of the Purchaser.
 - 8.5 A document comprising of the technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the Supplier at the time of handing over the completed works to DCP (Prov. & Logistics), Delhi Police.
 - 8.6 For the purpose of taking over the goods/system supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site. The Purchaser shall only accept the equipment that meets the acceptance test.
 - 8.7 The installation or commissioning shall not be deemed to have been completed unless all the goods and System are accepted by the Purchaser.
 - 8.8 Before the equipment is taken over by the Purchaser, the Supplier shall supply installation, operation, repair and maintenance manuals of the equipment/system. This shall include the (i) System Interface Drawings, (ii) System Interconnection and Block Diagrams, (iii) User Operation Manuals & (iv) Equipment Maintenance Manuals.

9. Guarantee/Warranty

- 9.1 The Supplier shall provide comprehensive on-site **Guarantee/Warranty** for all Stores/equipment supplied under the Contract at least for a period of **3 (Three) years from the date of final acceptance of the System.**
- 9.2 The Supplier must have a maintenance base in Delhi-NCR region to provide maintenance service, of the System being offered, efficiently and promptly. A copy in support thereof clearly showing the address and location of maintenance base may also be attached.
- 9.3 If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.
- 9.4 The Supplier shall provide necessary Software updating free of cost during the warranty/guarantee period and also during the period of AMC, if awarded.
- 9.5 The maintenance services, including spares shall be **free of cost** during the warranty/guarantee period/Comprehensive AMC.
- 9.6 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within 4 (four) hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Sunday from the time of such calls and during late hours after 6.00pm to 9.30am the calls have to be attended within 6 (six) hours.** The defective card/item/equipment should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within 2 (Two) weeks duly repaired and an immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier/contractor.
- 9.7 Apart from the service/repair calls, the service engineer deputed by the supplier will visit the site once every fortnight to assess the serviceability of the System and once in every 3 (Three) months to carry out the Preventive Maintenance and diagnostics of the system during the Warranty Period.
- 9.8 Delays in attending the calls and or repairing the defective card/item/equipment beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with **Clause 15 of Chapter-2.**
- 9.9 If the Supplier fails to repair or replace the defective Equipment/ Item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the supplier's Contract Performance security.

10. Post-Warranty services and maintenance

- 10.1 The Supplier shall be responsible for the comprehensive on-site maintenance of the System, for a minimum period of two years (expandable for further two years) after expiry of the warranty/guarantee period of 3 (Three) years assuming the life span of the System to be 7 years. The bidder shall also indicate the estimated life span of the quoted System. The detailed terms & conditions of the CAMC will be finalized at the time of signing of the contract.

- 10.2 The Supplier shall quote the rates for comprehensive Annual Maintenance of the entire System in the Price Schedule (**Chapter – 5**) for all the 2 (Two) years after expiry of the warranty/guarantee period of 3 (Three) years.
- 10.3 The CAMC rates will also be considered while deciding the lowest bidder.
- 10.4 The payment towards CAMC shall be payable Quarterly on submission of User Clearance Certificates after successful completion of the maintenance service during that period.
- 10.5 Under the CAMC, the Supplier shall provide comprehensive maintenance services of the entire system including the spares and there shall be no hidden cost.
- 10.6 Preventive maintenance service of the system under CAMC must be carried out once in three months.
- 10.7** During the period of CAMC, the service/repair calls are to be attended by the Supplier **within four hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Sunday** from the time of such calls and during late hours after 6.00pm to 9.30am the calls have to be attended within six hours. The defective card/item/equipment should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within, two weeks duly repaired and immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier.
- 10.8 Delays in attending the calls and or repairing the defective equipment beyond time limit given in this Clause, without providing the substitute, will attract penalties. CAMC charges of the delayed period will not be paid if the delay is more than **6 hours** from the specified time limit on pro-rata basis.
- 10.9 If the Supplier fails to perform any of the Services of the Contract within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct from the pending bills/ Contract Performance Bank Guarantee, by way of penalty, a sum equivalent to One (1) percent of the price of the CAMC rates for each and every week (part of a week being treated as full week) of delay until actual performance, upto a maximum deduction of Five percent (5%) of the CAMC charges.
- 10.10 If the Supplier fails to repair or replace the defective card/item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the pending bills/Security deposit of the Supplier.
- 10.11 The Purchaser shall also have the right to decide whether or not to enter into the maintenance agreement with the Supplier.
- 10.12 Maintenance and Support Services:**
1. The vendor should have capable service engineers and office in Delhi. In case the product is imported, the vendor should have their own trained technical personnel and infrastructure and should be able to provide service independent.
 2. The vendor Should provide atleast one Technical trained staff at Traffic Monitoring Centre during day time.
 3. The vendor shall have to operate help desk/call centre number on 24X7 basis to lodge the complaint and provide the complaint number to the complainant with time and date. Vendor is bound to produce the record of help desk/call centre with action taken report in respect of each complaint.
 4. The vendor shall provide fault management software to log defects and rectifications.

5. During the warranty period, the vendor will ensure 90% uptime for the system. The Uptime will be calculated quarterly. Any shortfall in the system uptime will attract financial penalty at the rate of 0.5 % percent per quarter of the cost of the project at that site thereof per percent downtime of the System beyond the permissible downtime of 10%. The downtime beyond 15 days for any site will be counted at twice the number of hours by which it exceeds 15 days. The same shall be deducted from the performance bank guarantee, with respect to the drop in uptime.
6. Calculation of Uptime. The uptime calculation will be based on 24 hr use per day and 365 days a year, with the allowance of one day per quarter for maintenance.

To calculate Penalty (required uptime of not less than 90% per quarter).

No. of operational mins for the System = 365x24x60= 525600

Operational min per quarter= 131400

Subtract six day per quarter for maintenance/cleaning etc. 131400-8640= 122760

90 % criteria limit = 0.90 x 122760= 110484

Permissible downtime = 0.01 x 122760 = 1227

$$\text{Penalty clause fraction (PCF)} = \frac{\text{TDT} - 1227}{110484} \times 100$$

Penalty(in INR) = (PCF rounded off to next higher integer) x 0.5 % percent of the cost of the project at that site thereof.

The penalty of downtime will be deducted in addition to the penalty mentioned at **Clause 9.8 to 9.10.**

7. One day in a fortnightly will be planned for the scheduled maintenance/cleaning of each Camera and the entire network which will not count towards downtime. The camera face shall be cleaned every fortnight from the dust for clear visibility.

11. Training

- 11.1 The scope of work envisages that the Bidder shall undertake to train the staff nominated by Delhi Police in different aspects of equipment design, functioning, field installation, testing, commissioning, system management, operation & administration, maintenance and repair.
- 11.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Delhi Police personnel who may be deputed to work on the project.
- 11.3 The system Administration and Maintenance Training program, at the user's location, will be structured so as to train 200 Traffic Police Personnel for 3 working days in the batches of not more than 20 personnel about the usage/control of device at client facility. However, literature which includes bilingual training manual, operating manual, and diagrams, power-point presentation, practical training and test series will also be provided by the vendor. Literature which includes bilingual (Hindi & English) training manual, operating manual, diagrams, power-point presentation and practical training and test series shall be arranged and provided by the vendor.
- 11.4 Bidder will provide complete details on the training programs to be offered including:
 - a) Bilingual (Hindi & English) Material to be covered.

- b) Number of hours/days of training per operator or technician for each specific course. Supporting documentation to be provided.

12. Site Preparation

- 12.1 The sites selected for installation for systems are mentioned in Chapter-4. The site for installation of the Systems shall be provided by the Purchaser as per the required environmental conditions before the installation.
 - a) The Supplier shall provide site plan and equipment layout plan for the each System.
- 12.3 The complete installation of the System at the Purchaser's site(s) shall be the responsibility of the Supplier. The installation/commissioning of **“Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System (Gantry/Cantilever Mounted) to cover 100 locations” having Radar Based Technology** mentioned in Chapter-4 may change/shift to other place, depending upon the requirement.
- 12.4 Earthing arrangements for all the Equipment shall be the responsibility of the Supplier and to be carried out as per standard procedures.
- 12.5 The bidder should establish line at each out location to communicate & data downloading at in-station. The charges towards the same should be part of the bid for the connectivity of out station equipment with in-station either at Control Center, Traffic Police Headquarters, Dev Parkash Shastri Marg, Pusa, New Delhi -110012 or at PTS Malviya Nagar, New Delhi (the exact location of Control Centre will be intimated to successful bidder at the time of installation of the system) for downloading of violation data automatically during the period of the warranty and maintenance (AMC).
- 12.6 It shall be the responsibility of the vendor to make adequate arrangement for identification of the specific areas/stretchers for underground cables of the system by any means such as marking on the road/stretchers, display of boards, circulation of map to concerned civic agencies indicating the areas/stretchers etc. so that the concerned civic agencies may not damage the underground cables while carrying out civic works. In case the vendor fails to do the same and the underground cables are damaged, it shall be the responsibility of the vendor to repair the same to make the system functional at its own cost. In case any damage to the underground cable is occurred after proper marking/information given to the civic agencies, the concerned civic agency shall be responsible to either restore the damage or pay the cost of restoring the damage to the vendor. The Delhi Traffic Police shall only give necessary assistance to settle such cases between the vendor and the civic agencies.

13. Responsibility of Completion & Software Optimization:

- 13.1 Any fittings or items which may not be specially mentioned in the specifications but which are necessary are to be provided by the Supplier without any extra charge for completeness of the work under this Tender.
- 13.2 The System software and user interactive windows shall be configured after carrying out thorough study of the operations. Thereafter these will be further optimized after installation based on the feedback from the actual users during the period of contract.

14. Delay in the Suppliers performance:

Delivery of the Goods and performance of Services including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **clause-14** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-21** below accompanied by forfeiture of Performance Security.

If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the bidder.

- 15. Liquidated Damages :** If the Supplier fails to deliver any or all the of the Goods or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5 percent of the price of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 10% (Ten Percent) of the undelivered Equipment/Services.
- 16. Arbitration:** In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the Delhi Police. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the **venue of the arbitration** shall be at **New Delhi**. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator. Each party shall be responsible for its own costs and professional fees, if any.
- 17. Jurisdiction of Courts in case of disputes:** All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.
- 18. Force Majeure:** The bidder shall not be liable for forfeiture of its performance security, termination of contract, if and to the extent that its delay in performance or other failure to perform; obligations under the contract is the result of an event of Force Majeure. For purposes of this clause '*Force Majeure*' means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not limited to, acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods etc. If a Force Majeure situation arises, the bidder shall promptly notify Delhi Police in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by purchaser in writing, the bidder shall continue to perform its obligations under the Contract so far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, purchaser and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of purchaser shall be final and binding on the vendor.

19. **Patent Indemnification:** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.
20. **Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
21. **Assignability :** Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
22. **Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
23. **Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.
24. **Termination for Default**
- 24.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
- a. If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
- b. If the Supplier fails to perform any other obligation(s) under the Contract.
- 24.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 24.3 On termination of the Contract for default, action will be taken to black list the Supplier.
25. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
26. **Termination for Convenience:**
- 26.1 The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 26.2 The Goods those are complete and ready for shipment within Ninety (90) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods the Purchaser may elect:

- a) to have any portion completed and delivered at the Contract terms of prices, and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
- 26.3 Competent authority reserves the right to terminate or recall the tender at any time/stage due to administrative reason.
27. **Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent Authority of Delhi Police and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

Sd/-
DY. COMMISSIONER OF POLICE :
PROV. & LINES : DELHI

CHAPTER-3

Bill of Requirement for purchase of Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System (Gantry/Cantilever Mounted) to cover 100 locations having Radar Based Technology as per specifications mentioned under Chapter-4 shall be as follows:-

S. No.	EQUIPMENT DETAIL/WORK DETAIL	QUANTITY
1.	100 Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System with other related equipment including installation & outstation communication, UPS etc. at the _____ locations.	Lump sum as per requirement of the project and as per technical specifications
	a) Bidder to add detailed BOQ for the solution proposed above.	
	b) Add as required	
2.	Back Office Work stations in the Data Center incl. installation, configuration etc	05
3.	Online UPS System for Data Center	01
4.	LED Display Screen	02
5.	Application and Database Server incl. installation, configuration etc	As per requirement of the project and as per technical specifications.
6.	Storage for Data Center incl. installation, configuration etc	01 Unit.
7.	Installation and Commissioning of LAN at the Data Center for the Servers, Database, Work stations, LED screens, UPS complete inclusive of all wiring, switches etc	Lump sum as per requirement of the project and as per technical specifications
8.	The bidder should establish appropriate network connectivity as per location and requirement for each of the 09 locations for communication and data downloads at the Data Center. The charges towards the same should be part of the bid for the connectivity of out station equipment with the Data Center for downloading of violation data automatically during the period of the warranty and maintenance (AMC)	As per requirement of the project and as per technical specifications.
9.	Air Conditioners 5 star (Split) (two ton) of reputed company like LG, Voltas, Daikin, Godrej, Samsung etc. at the Data Center incl. Installation and Commissioning	Four
10.	Rack 42 U rack	As per requirement
11.	The proposed system should have 03 years comprehensive warranty. Rates for annual maintenance contract charges for 02 years (expandable for further 02 years) after the warranty period should be quoted considering the normal life span of the equipment to be 07 years.	

CHAPTER -4

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS FOR PURCHASE/INSTALLATION OF AUTOMATIC OVER SPEED VIOLATION DETECTION WITH VEHICLE REGISTRATION NUMBER PLATE RECOGNITION AND PROSECUTION SYSTEMS GANTRY/CANTILEVER MOUNTED) HAVING RADAR BASED TECHNOLOGY.

(Enclose with Technical Bid)

A. FUNCTIONAL REQUIREMENTS

SI. No.	SYSTEM PARAMETERS	
1.	Objective	
	1.1	Spot speed
2.	General	
	2.1	The Spot Speed of the vehicles and associated Violations should be automatically detected by the system by using 3D Radar and appropriate non-intrusive- sensors technology.
	2.2	The system should be capable of capturing multiple infracting vehicles simultaneously in different lanes at any point of time with relevant infraction data like: a) Type of Violation. b) Speed of violating vehicle. c) Notified speed limit. d) Date, time, Site Name and Location of the Infraction e) Registration Number of the vehicle through ANPR Camera systems for each vehicle identified for infraction.
	2.2(a)	<p><u>Type of violations</u></p> <ul style="list-style-type: none"> 1. <u>Over speed</u> <ul style="list-style-type: none"> • Lane wise • Vehicle in same lane (at least 2 vehicles) should be captured with distance of violating vehicle recorded at instant of violation (desirable) • Capture wrong direction movement (desirable) • Stationary vehicle in No Parking Zone – should also specify lane (desirable) <p><u>Data on violation</u></p> <ul style="list-style-type: none"> (a) Notified Speed limit (b) Speed of infracting vehicle (c) Date time and GPS location/pre-specified gantry/pole location (d) Registration number of infracting vehicle through ANPR (e) Adaptation to non-Standard plate (desirable) (f) Photo of infracting vehicle in zoom as well as far view infraction related data (as above and as specified by user) either superimposed or around the photo. (g) Video frame encompassing t-3 to t+3 seconds around detection of spot speed violation. For overspeed and wrong carriage way. <p><u>Violations to be detected in day and night conditions.</u></p>

	2.3	The system should be equipped with a camera system to record a digitized image and video of the violation, covering the violating vehicle with its surroundings. Read with 2.2(a).
	2.4	The system shall be able to detect all vehicles infracting simultaneously in each lane as per locations provided. It should also be able to detect the vehicles infracting one after another in the same lane. The vehicles should be clearly identifiable and demarcated in the images produced by the camera system. (so registration number plates of violating vehicles one after another can be caught). Read with 2.2(a).
	2.5	The system shall be equipped with IR Illuminator to ensure clear images of both retro reflective and non-retro reflective number plates (to be able to adopt for non retro reflective number plates –desirable) including illumination of the Number Plate and capture the violation image under low light conditions and night time with installation height clearance of 7 meters or above for the equipment.
	2.6	The ANPR camera should continuously record all footage in its field of view to be stored at the local base station. This should be extractable onto a portable device/media(laptop/notebook etc.) as and when required with a secure authentication process in the software. (two things – (1) all footage (2) ANPR of violating vehicles)
3.	Speed	
	3.1	The certification for the accuracy of speed measurement should be from an approved Govt. body/ Independent certification authorities from the country of origin for imported system, adhering to either International, US/European Certifying agency. In goods of Indian origin – by Govt approved certifying agency or Govt. Lab or by any Govt R&D organizations or any international certifying agencies.
	3.2	The system should be calibrated for accuracy prior to handing over. The successful bidder will also carry out calibration of the system during the period of contract as and when required unless life time calibration certificate is part of the supply.
4.	Recording & display information archive medium	
	4.1	The recording and display of information should be detailed on the snapshot of the infracting vehicle. Read with 2.2(a).
	4.1.1	Computer generated unique ID of each violation.
	4.1.2	Date (DD/MM/YYYY)
	4.1.3	Time (HH:MM:SS)
	4.1.4	Equipment ID
	4.1.5	Location ID as in Point 4.1.6.
	4.1.6	Carriageway or direction of violating vehicle numbered.
	4.1.7	Type of Violation.
	4.1.8	Notified speed limit (in Kmph).
	4.1.9	Speed of violating vehicle (in Kmph).
	4.1.10	Lane Number of violating vehicle. Lane numbering from median.
	4.1.11	Registration Number of violating vehicle.
5.	On site-out station processing unit communication & Electrical Interface	
	5.1	The system should automatically be resettable in the event of a program hang up and restart on a button press. However the system should start automatically after power restoration in the event of a power failure.
	5.2	The system should have secure access mechanism for validation of authorised personnel.

	5.3	Editing of data should only be permitted by authorised users.
	5.4	An un-erasable log of all user activities should be automatically maintained in the system.
	5.5	Roles and Rights of users should be defined in the system as per the requirements of Delhi Police.
	5.6	All formats of the stored data with respect to the infractions should be Non Proprietary and complete rights of access and usage rest with Delhi Police.
	5.7	The system should be able to transfer the data to TMC through proper encryption in real time and batch mode for further action including verification of the infraction and processing of challan.
	5.8	In the event that the connectivity to the TMC is not established then all data pertaining to the infraction shall be stored on site and will be transferred once the connectivity is re-established automatically. There shall also be a facility of physical transfer of data on portable storage device laptop/notebook etc. whenever required with a secure authentication process in the software.
6.	Mounting structure	
	6.1	Should be gantry mounted and shall have minimum 6 Mtrs. height with appropriate vertical clearance under the system from the Road surface to ensure no obstruction to vehicular traffic.
	6.2	It shall be painted with one coat of primer and two coats of PU paint. The equipment including poles, mountings should have an aesthetic feel keeping in mind the standards road Infrastructure (e.g Poles, Navigation boards etc) currently installed at these locations. The equipment should look "one" with the surroundings of the location and not look out of place.
	6.3	It should be capable to withstand high wind speeds. For all types of structural safety, the successful bidder has to provide requisite structural safety certificate from qualified structural engineers approved/ certified by Govt. Agency. Any dimensions and fittings that are critical to measuring and recording violation effects shall be shown not affected by weather / wind etc. so as to maintain calibration and usability in any condition.
	6.4	Rugged locking mechanism should be provided for the onsite enclosures and cabinets.
7.	Central Control Computer and Work Station	
	7.1	It should be capable of importing violation data for storage in database server which should also be available to the Operator for viewing and retrieving the violation images and data for further processing. The programme should allow for viewing, sorting, transfer & printing of violation data.
	7.2	It should print the photograph of violations captured by the outstation system which would include a wider view covering the violating vehicle with its surrounding and a closer view indicating readable registration number plate patch of the violating vehicle along with all data as per clause 4.
	7.3	All outstation units should be configurable using the software at the Central Location.
	7.4	Violation retrieval could be sorted by date, time, location and vehicle registration number and the data structure should be compatible with Delhi Traffic Police database structure. It should also be possible to carry out recursive search and wild card search.

7.5	The operator at the back office should be able to get an alarm of all fault(s) occurring at the camera site (e.g. speed sensor failure, camera failure, IR illumination failure, connectivity failure, Camera tampering, speed sensor tampering).
7.6	The automatic number plate recognition Software will be part of the supplied system. Success rate of ANPR to be above at 80% or better during the day time and 40% or better during the night time for a standard number plate.
7.7	The application software should be integrated with the notice branch software for tracing the ownership details of the violating vehicle and issuing/printing notices. Any updates of the software (OS, Application Software including any proprietary software), shall be updated free of cost during the contract period by the vendor and will integrate the same with existing application and database of Delhi Traffic Police.
7.8	Image zoom function for number plate and images should be provided. In case the number plate of the infracting vehicle is readable only through the magnifier then in such cases the printing should be possible along with the magnified image. Near far view to be automatically generated.
7.9	Various users should access the system using single signon and should be role based. Different roles which could be defined (to be finalized at the stage of SRS) could be Administrator, Supervisor, Officer, Operator, etc.
7.10	Apart from role based access, the system should also be able to define access based on location.
7.11	Rights to different modules / Sub-Modules / Functionalities should be role based and proper log report should be maintained by the system for such access.
7.12	Important technical components of the architecture must support scalability upto 400 locations (distributed across city) without incurring additional expenses for software license costs, server expansion costs etc. and should be modular to provide continuous growth to meet the growing demand of Delhi Police. Data base should be SQL and transferable to XML The locations are 100 in numbers and may be increased to 150 in the instant scope of the RFP.
7.13	Components of the architecture must provide redundancy and ensure that there are no single points of failure in the key project components. Considering the high sensitivity of the system, design shall be in such a way as to be resilient to technological sabotage. To take care of remote failure, the systems need to be configured to mask and recover with minimum outage.
7.14	The architecture must adopt an end-to-end security model that protects data and the infrastructure from tampering, malicious attacks, theft, etc. Provisions for security of field equipment as well as protection of the software system from hackers and other threats shall be a part of the proposed system. Using Firewalls and Intrusion detection systems such as attacks and theft shall be controlled and well supported (and implemented) with the security policy. The virus and worms attacks shall be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism. There shall also be an endeavour to make use of the SSL/VPN technologies to have secured communication between Applications and its end users. Furthermore, all the system logs shall be properly stored & archived for future analysis and forensics whenever desired.
7.15	Ease of configuration, ongoing health monitoring, and failure detection are vital to the goals of scalability, availability, and security and must be able to match the growth of the environment.
7.16	System shall use open standards and protocols to the extent possible and declare the proprietary software wherever used.

7.17	The user interface should be user friendly and provide facility to user for viewing, sorting and printing violations. The software should also be capable of generating query based statistical reports on the violation data.
7.18	The data provided for authentication of violations should be in an easy to use format as per the requirements of user unit.
7.19	User should be provided with means of listing the invalid violations along with the reason(s) of invalidation without deleting the record(s).
7.20	Basic image manipulation tools (zoom etc.) should be provided for the displayed image but the actual recorded image should never change.
7.21	Log of user actions be maintained in read only mode. User should be provided with the password and ID to access the system along with user type (admin, user).
7.22	Image should have a header/ footer depicting the information about the site IP and violation details like date, time, equipment ID, location ID, Unique ID of each violation, lane number, Registration Number of violating vehicle and actual violation of violating vehicle etc. so that the complete lane wise behaviour is recorded including Speed of violating vehicle, notified speed limit, Speed Violation with Registration Number Plate Recognition facility.
7.23	Number plate should be readable automatically by the software/interface. There should be user interface for simultaneous manual authentication/correction and saving as well.
7.24	Printer Interface for taking prints of the violations with images as mentioned in 7.22

B. TECHNICAL REQUIREMENTS

Sl. No.	Items	Sub-Items	Description
1.	General		
1.1	The system should be capable of generating a video in any of the standard industry formats (MJPEG, avi, mp4, mov) with at least 10 frames per second. The video shall be from t-3 to t+3 sec of the violation and should be recorded (to being the instant at which the infraction occurred).		
2.	Speed		
2.1	Unit of Speed Measurement		Kmph
2.2	Speed detection system to Capture speed		at least 90) Kmph \pm 5%
2.3			(Vendor should provide Type certification and Calibration Certificate.)
2.4	Accuracy		Better than 2 Kmph at any speed.
			Vendor should provide manufacturer certificate/test report in support of their claim.
2.5	Speed Threshold		Provision of setting designated speed threshold(s) should be available.
3.	Digital Camera/ Automatic Number Plate Recognition (ANPR) camera		
3.1	Sensor Type		Progressive scan CCD/CMOS Day/Night Camera.
3.2	Resolution		10 Megapixels or better to meet ANPR upto atleast 30m and

		desirable upto 100m with (appropriate number of cameras in one sensor assembly and lens/fitter assembly for daytime, night time and Infrared illumination operation. Maximum range for IR in 30 to 50 meters.
3.3	Video Compression:	Motion JPEG,H.264
3.4	Normal Horizontal Field of View	Atleast 3.5 Mtr. (One lane).
3.5	Typical Range	30 Mtrs. or more.
3.6	Operating Temp.	An Air-cooled NVR Box for Outdoor NVR should be provided to ensure optimum temperature during high temperature or high humidity environment.
3.7	Auto Iris Control	Yes.
3.8	Protection rating	IP65 or better standards as IP66 capable of withstanding vandalism and harsh weather conditions existing in Delhi.
4.	Recording & display information archive medium	
4.1	The recording and display of information should be detailed on the snapshot of the infracting vehicle as follows:	
4.1.1	Computer generated unique ID of each violation.	
4.1.2	Date (DD/MM/YYYY)	
4.1.3	Time (HH:MM:SS)	
4.1.4	Equipment ID	
4.1.5	Location ID	
4.1.6	Carriageway or direction of violating vehicle.	
4.1.7	Type of Violation.	
4.1.8	Notified speed limit (in Kmph).	
4.1.9	Speed of violating vehicle (in Kmph).	
4.1.10	Lane Number of violating vehicle.	
4.1.11	Range of vehicle from Sensor (desirable) read with 2.2 (a).	
5.	On site-out station processing unit Communication & Electrical Interface (Junction Box)	
5.1	Data Storage on site	The system should be industrial grade i.e. the system should maintain optimum performance under worst/extreme climatic conditions of Delhi (temperature, dust, humidity, vibration, power surges) i.e. humidity level – 0 to 90%, temperature level – 0 to 60 ^o C, disk drives to be mounted on shock observers and equipped with appropriate inbuilt recording storage for minimum one week of data on each site on a 24X7 recording, with overwriting capability. The images should be stored in tamper proof format only.
5.2	Network Connectivity	GPRS based wireless technology with 3G upgradable to 4G capability. Whenever 4G is available the vendor shall compulsorily shift to 4G. Switch should be industrial grade.
5.3	Minimum 2(two) USB Ports to support the latest external mass storage devices and Ethernet (10/100) Port for possible networking. However all logs of data transfer through the ports shall be maintained by the system.	
5.4	The system should be capable of working in ambient temperature range of -5°C to 60°C.	
5.5	Atleast 3(three) hours UPS power back up to keep the system functional in case of power failure without any break in recording the violation.	

5.6	Lightening arrester shall be installed for safety of system (As per BIS standard IS 2309 of 1989). Also proper earthing mechanism shall be ensured for the equipment.
5.7	The housing(s) should be capable of withstanding vandalism and harsh weather conditions and should meet IP65 standards.
6.	Violation Transmission and Security
6.1	Encrypted data, images and video pertaining to Violations at the On site processing station should be transmitted to the TMC electronically through GPRS based wireless technology with 3G upgradable to 4G, in Jpeg format.
6.2	Advanced Encryption Standard (AES) shall be followed for data encryption on site and TMC, and its access will protected by a password.
6.3	The vendor shall ensure that the data from the onsite processing unit shall be transferred to TMC within one day.
7.	Video Recording
7.1	There shall be an option of continuous video recording in the base station for 7 days. The system shall automatically overwrite the data after 7 days. It should be noted that at any point of time the local storage at the base station should have the data of previous 7 days.
7.2	Direct extraction through any physical device like USB, Harddisk shall not be possible. See above allowed method extraction read with 2.6.

C. OTHER REQUIREMENTS

Sl. No.	Description
1.	Vendor shall make appropriate provisions such as cable laying, installing meter/junction box with appropriate switches and other related electrical accessories as may be required for the power supply to the respective out station system. It shall be the responsibility of the vendor to co-ordinate/liase with concerned service providers for obtaining the power/ electricity connection for the system. The connection of the camera with the local controller at site should be pre-setable to wired and wireless modes.
2.	The costs, charges and expenses for power/electricity connection as well as the recurring monthly power consumption charges as may be levied by the service providers will be borne by the user department.
3.	All necessary required permissions from civic agencies for installation & commissioning shall be arranged by vendors. However necessary assistance/documents required will be provided for the same by the user department.
4.	The contractor shall provide onsite comprehensive guarantee/warranty for all stores/equipment (including all spares and accessories) at least for a period of 03 (three) years and also comprehensive annual maintenance of the entire system for a period of 04 (Four) years after the expiry of warranty/guarantee period. Considering the life span of the same for 07 years. AMC extension to be decided by the user.
5.	The vendor should impart training to at least 200 Traffic Police Personnel for 3 working days in the batches of not more than 20 personnel about the usage/control of device at client facility. Literature which includes bilingual training manual, operating manual, and diagrams, power-point presentation, practical training and test series will also be provided by the vendor.
6.	The cost of communication network as well as the recurring monthly charges as may be levied by the service provider shall be borne by the vendor upto the period of Guarantee/warranty and after guarantee/warranty period it shall be included in the AMC charges offered by the vendor.
7.	It is desirable that the system should have the capability to be upgraded to a Lease Line/ Delhi Police Cyber Highway connectivity for compatibility with proposed Safe City-ITMS Project.

8.	Vendor should have competent service engineers and office in Delhi or NCR. In case the product is imported, the vendor should have trained technical personnel and infrastructure, and should be able to provide 95% uptime service.
9.	The vendor will provide a certificate u/s 65(b) of the Indian Evidence Act and will also provide certificate regarding calibration of the speed measuring device/technique during the contract period free of cost as a mandatory legal requirement.
10.	LED display units shall be provided by the Vendor at TMC. The supplied LED shall adhere to the specifications provided.
11.	The system should be flexible to accommodate future changes to report format, data base structures according to the requirement of Delhi Police.
12.	The contractor should provision for appropriate bandwidth requirement at the TMC for smooth uninterrupted operation of the field systems.
13.	All data generated from the system shall be proprietary to Delhi Police.

D. APPLICATION & DATABASE SERVER SPECIFICATIONS

Sl. No.	Parameter	Specifications
1.	Processor	Latest series/ generation of 64 bit x86/RISC/EPIC/CISC processors with Four (or higher) Cores. (Minimum 2 processors per each blade server).
2.	RAM	Minimum 64 GB Memory per physical server.
3.	Internal Storage	300 GB SAS / SATA (15k rpm) disk.
4.	Network interface	<ul style="list-style-type: none"> Dual Integrated Gigabit Ethernet ports (or 10 G ports as required for any server type)(Minimum 2 Integrated Gigabit Ethernet ports). Fibre channel adapter.
5.	Power supply	Dual Redundant Power Supply.
6.	RAID support	On board RAID card.
7.	System	Licensed version of 64 bit latest version of Linux/ Unix/Microsoft Windows based Operating system, matching with the processor(s).
8.	Form Factor	Blade.
9.	Virtualization	Shall support Industry standard virtualization hypervisor like Hyper-V, VMware and Citrix.

E. STORAGE - minimum 20 TB –Usable.

Sl. No.	Parameter	Specifications
1.	Solution/Type	Bidder is expected to provide NAS / Scale-out NAS / Unified or equivalent storage solution (via IP based and/or FC based networking) meeting benchmark performance parameters. Solution proposed should yield low cost per TB, while meeting the performance parameters.
2.	Storage	<ul style="list-style-type: none"> Disks should be preferably of 3 TB minimum per disk. To store video stream and other data as required, to meet the archival requirement for different type of video feeds. Storage to have 100% capacity for all cameras of the project. The storage design must be based on the expected data volume from the project, including the expansion requirement of 7 years (System capable of scaling vertically (Controller) & horizontally (disk capacity)).
3.	Hardware Platform	<ul style="list-style-type: none"> Rack mounted form-factor. Modular design to support controllers and disk drives expansion.

4.	Software Platform	Must include backup/archive application portfolio required.
5.	Connectivity	The Storage System shall be capable of providing 1 GbE, 10 GbE, iSCSI, Fibre Channel IP, and 10 GB Fibre Channel over Ethernet connectivity.
6.	RAID support	Hardware based RAID support, should support various RAID levels (RAID 5 minimum).
7.	Redundancy and High Availability	The Storage System should be able to protect the data against single point of failure with respect to hard disks, connectivity interfaces, fans and power supplies.
8.	Management software	<ul style="list-style-type: none"> - All the necessary software (GUI based) to configure and manage the storage space, RAID configuration, logical drives allocation, snapshots etc. - A Single command console for entire storage system. - Should also include storage performance monitoring and management software. - Should provide the functionality of proactive monitoring of Disk drive and Storage system for all possible disk failures. - Should be able to take “snapshots” of the stored data to another logical drive for backup purposes.
9.	Data Protection	The storage array must have complete cache protection mechanism either by de-staging data to disk or providing complete cache data protection with battery backup for up to 4 hours.

F. WORKSTATIONS

Sl. No.	Parameter	Specifications
1.	Processor	Latest generation 64 bit x 86 Dual core CPU with 3.33GHz or more.
2.	Memory	Minimum 8 GB Memory.
3.	Graphics card	Graphics card with 2 GB video memory (non shared) (with connectivity to 3 monitors for command and control centre).
4.	HDD	500 GB SATA Hard drive @7200 rpm.
5.	Media Drive	NO CD / DVD Drive.
6.	Network interface	1000BaseT, Gigabit Ethernet (10/100/1G auto sensing).
7.	Audio	Line/Mic IN, Line-out/Spr Out (3.5 mm).
8.	USB ports	Minimum 6 USB ports (out of that 2 in front). These would be disabled for data transfer.
9.	Keyboard	104 keys minimum OEM keyboard.
10.	Mouse	2 button optical scroll mouse (USB) .
11.	Monitor	22” LED IPS widescreen (16:9) monitor, Minimum 1920 x1080 resolution, 5 ms or better response time, Energy Star Compliant.
12.	Operating System	Latest Windows (with recovery disc).
13.	Anti-virus feature	Advanced antivirus, antispysware, desktop firewall, intrusion prevention (comprising of a single, deployable agent) which can be managed by a central server (Support, updates, patches and errata for the entire contract/ project period).

G. LED DISPLAY SCREEN

SI. No.	Parameter	Specifications
1.	Technology	HD LED display
2.	Screen Size	Min. 46" diagonal, 16:9 Widescreen
3.	Resolution	Full high definition (Minimum 1920 x 1080)
4.	Control	- RS232 control (with loop-through) - On Screen Display (OSD) - IR remote control
5.	Operations	24x7

H. ONLINE UPS FOR DATACENTER

SI. No.	Parameter	Specifications
1	Capacity	Adequate dual redundant capacity to cover all above IT Components at respective location.
2	Output Wave Form	Pure Sine wave.
3	Input Power Factor at Full Load	>0.90
4	Input	Three Phase 3 Wire for over 5 KVA.
5.	Input Voltage Range	305-475VAC at Full Load.
6.	Input Frequency	50Hz +/- 3 Hz
7.	Output Voltage	400V AC, Three Phase for over 5 KVA UPS.
8.	Output Frequency	50Hz+/- 0.5% (Free running); +/- 3% (Sync. Mode)
9.	Inverter efficiency	>90%
10.	Over All AC-AC Efficiency	>85%
11.	UPS shutdown	UPS should shutdown with an alarm and indication on following conditions 1)Output over voltage 2)Output under voltage 3)Battery low 4)Inverter overload 5)Over temperature 6)Output short.
12.	Battery Backup	60 minutes in full load.
13.	Battery	VRLA (Valve Regulated Lead Acid) SMF (Sealed Maintenance Free) Battery.
14.	Indicators & Metering	Indicators for AC Mains, Load on Battery, Fault, Load Level, Battery Low Warning, Inverter On, UPS on Bypass, Overload, etc. Metering for Input Voltage, Output Voltage and frequency, battery voltage, output current etc.
15.	Audio Alarm	Battery low, Mains Failure, Over temperature, Inverter overload, Fault etc.
16.	Cabinet	Rack / Tower type.
17.	Operating Temp	0 to 50 degrees centigrade.

Locations for installation of Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System (Gantry/Cantilever Mounted) having Radar Based Technology.

SL.NO.	LOCATION	STRETCHES	No. Of Locations
1.	NH-24, LNC1 Ring Road to Ghazipur	(i) Before Akhshardham Flyover foot (ii) Mayur Vihar Phase-III T-Point (iii) Near Flyover Foot at Ghazipur	03
2.	NH-24, Ghazipur to LNC-1 Ring Road	(i) Phase-III Mayur Vihar (ii) Akhshardham Flyover foot exit on Nizamuddin Bridge	03
3.	NH-24	From Akshardham to Ring Road (between CWG village and Yamuna Bridge) both carriageway	02
4.	Salimgarh Bypass – ITO to ISBT, Kashmere Gate	(i) Opposite DTC depot (ii) Before Under bridge	02
5.	Salimgarh Bypass – ISBT to ITO	(i) After Under bridge before Kavinagar turn (ii) Opposite Pond before the U-turn	02
6.	Ring Road – ISBT to Wazirabad	(i) Chandagi Ram Akhara both carriageway	02
7.	Outer Ring Road – Wazirabad to Bhalaswa Dairy	(i) Nirankari Ground (ii) Before Mukarba Chowk	02
8.	Bhalaswa to Wazirabad	(i) Mukarba Chowk (ii) Nirankari Ground	02
9.	Dev Prakash Shastri Marg – Ratan Puri to Inderpuri	Pusa Road, both carriageway	02
10.	Wazirpur Depot to Britannia chowk	Wazirpur Depot to Britannia chowk, before Petrol Pump	01
11.	Dhaura Kuan to Naraina	Brar Square both carriageway	02
12.	Dwarka Link Road	(i) At IOC (ii) Mahipal Pur to Palam Flyover	02
13.	MG Road	(i) Sultanpur to Ghitorni at Sultanpur (ii) Ghitorni to Arjan Garh at Arjan Garh	02
14.	Aruna Asaf Ali Road – JNU to Masoodpur	(i) Neela Hauz (ii) IIMC (iii) Nuclear Science Centre	03
15.	Nelson Mandela Road	Munirka to Vasant Kunj before Malls both carriageway	02
16.	Barapula Flyover	Before Defence Colony bend INA to Sarai Kale Khan both carriageway	02
17.	Mool Chand to Chirag Delhi	Near Pump House Gate both carriageway	02
18.	T3 Road	Towards Airport both carriageway	02
19.	Noida Link Road, Mayur Vihar Phase-I	Towards Noida both carriageway	02
20.	Vande Mataram Road	Between Simon Bolivar Marg 'T' Point to Budha Garden Gate both carriageway	02
21.	Simon Bolivar Marg	Both carriageway	02
22.	NH-8	Landing Point on both carriageway	02

23.	DND Flyover	On Yamuna Bridge both carriageway	02
24.	NH-1 (G.T. Karnal Road)	From Singhu border to Mukarba Chowk near Sinhola Village and Siraspur Gurdwara both carriageway	02
25.	NH-1 (G.T. Karnal Road)	Bypass to Singhu Border near Red Light Signal towards Narela both carriageway	02
26.	NH-10 (Rohtak Road)	Tikiri Border to Peera Garhi near Mundka both carriageway	02
27.	Near Sector – 21 Metro Station	Both Carriageway	02
28.	Road No.208, Dwarka	On both carriageway near Kakrola Link Road	02
29.	Shankar Road Round-About to Talkatora Round About	Both Carriageway	02
30.	Akshardham Metro Station	NH-24 Pusta Road Crossing to Laxmi Nagar/Gandhi Nagar both carriageway	02
31.	August Kranti Marg	Mool Chand Underpass to Sadiq Nagar DCP/Traffic office both carriageways Near Indian School	02
32.	August Kranti Marg	DCP/Traffic Office towards Chirag Delhi near Jal Board Office both carriageway	02
33.	Mehrauli – Mahipal pur road	Vasant Kunj near D-5 both carriageway	02
34.	Rail Museum to Vishwa Yuvak Kendra	Pakistan High Commission both carriageway – Shantipath	02
35.	Mother Tarrasa Crescent Road	Near Gate No.25 both carriageway	02
36.	Trauma Centre to I.P. College 'T' Point	Both carriageway	02
37.	MB Road Near Kaya-Maya	Both Carriageway	02
38.	Prithvi Raj Road	Both Carriageway	02
39.	APJ Abdul Kalam Road	Both Carriageway	02
40.	Bawana Road	Near Maharaja Aggarsen Public School both carriageway	02
41.	Kanjhawala Road	Near Lad Pur Village both carriageway	02
42.	Kanjhawala Road	Near PS Kanjhawala both carriageway	02
43.	Rohini	Sector-24 to Sector – 22 Rohini Near PS. Begampur both carriageway	02
44.	Mundaka to Bahadurgarh	Near Petrol Pump booth carriageway	02
45.	Paschim Vihar to District Centre Janak Puri	Near District Centre	01
46.	Dwarka Sec-21 to Chhawla	Near T-Point Dwarka Express Way	01
47.	Nala Road Dhallu Pura to Link Road Noida	Near New Ashok Nagar	01
48.	Bhairon Mandir Vinay Marg	Both carriageway	02
49.	Munirka Enclave to Ber	Opposite Kendriya Vidyalaya	01

	Sarai – JNU – New Mehrauli Road		
50.	NISIT to Dwarka Sector – 3 Near DPS, Dwarka	Both carriageway	02
51.	Sector – 3 to Dwarka Flyover	Both Carriageway	02
			100

CHAPTER-5

PROFORMA FOR PRICE SCHEDULE

(Enclose with commercial bid)

TENDER FOR PURCHASE/INSTALLATION OF AUTOMATIC OVER SPEED VIOLATION DETECTION WITH VEHICLE REGISTRATION NUMBER PLATE RECOGNITION AND PROSECUTION SYSTEM (GANTRY/CANTILEVER MOUNTED) TO COVER 100 LOCATIONS HAVING RADAR BASED TECHNOLOGY FOR USE IN DELHI POLICE (TRAFFICE UNIT)

Tender Notice No. 355 /CSA/Q-I(B)/DCP/P&L/2017

SN	Brief Description of Store	Qty (Nos)	Basic/ FOB Cost (Unit price)	Import Custom Duty (if any) (in % & value)	Excise Duty (if any) (in % & value)	Freight & Insurance	Custom Clearance & Port Handling	Cost of Indigenous Items	VAT/ CST	Installation & Commissioning	Commission of Indian Agent (in INR only)	Service Tax (in % & value)	Unit Price (at consignee site all inclusive (a to j))	Total Price of Store (at consignee site)
			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)		
1	AUTOMATIC OVER SPEED VIOLATION DETECTION WITH VEHICLE REGISTRATION NUMBER PLATE RECOGNITION AND PROSECUTION SYSTEMS TO COVER 100 LOCATIONS HAVING RADAR BASED TECHNOLOGY													
2.	CAMC FOR THE SYSTEM													
A)	AMC CHARGES FOR FIRST YEAR FOR ALL EQUIPMENTS.													
B)	AMC CHARGES FOR SECOND YEAR FOR ALL EQUIPMENTS													

*The comprehensive AMC Charges as mentioned above may be quoted for 02 years after expiry of guaranty/warranty period of 03 years. **The bidders shall submit the itemwise cost details separately alongwith the Price Bid.**

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

We hereby offer to carry out the job and (or) supply the stores/items detailed above or such portion(s) thereof as you specify in the notification of award.

A Standard EXCEL Sheet of Price Schedule format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the EXCEL Sheet of Price Schedule file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Standard EXCEL Sheet of Price Schedule format file is found to be modified by the bidder, the bid will be rejected.

(Signature and seal of Bidder)

Dated: -----

CHAPTER-6

Contract Form

CONTRACT No. -----

This Contract made on the ----- day of -----, (hereinafter referred to as the “**Contract Date**”) between the President of India acting through the Deputy Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi-110054 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s -----, a Company incorporated under the Companies Act, 1956 and having its office at ----- (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A. The Purchaser is desirous to procure ----- (hereinafter referred to as the “**Stores**”) for Delhi Police and had sought a commercial offer for the supply of the System.
- B. With respect to the enquiry issued by the Purchaser -----, the Supplier had submitted its Commercial Bid dated -----
- C. The Purchaser has accepted the Supplier’s Commercial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the Stores and associated services at a total cost of Indian Rs._____/-(Indian Rupees -----only).

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

- 1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
- 2. **CONTRACT DOCUMENTS:** The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -
 - Exhibit-A: Tender enquiry No.----- dated -----
 - Exhibit-B: Supplier’s commercial offer dated -----
 - Exhibit-C: Supplier’s written clarification and confirmation letter dated ----- (if any)
 - Exhibit-E: Purchaser’s Letter of Intent No-----/ ____/-----
- 2.2 **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.
- 3. **SCOPE OF WORK:** The Scope of Work shall include supply, packing, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage till delivery of stores at Purchaser’s Delivery Site, any other services associated with the delivery of Stores, providing warranty services for the Stores. All Stores deliverable under this Contract shall be referred to interchangeably as the “Goods” or the “Items” or the “Stores”.

4. CONTRACT PRICE

- 4.1 The prices for supply of the Stores and other associated services is detailed specifically in the Supplier's Commercial offer (Exhibit-B) read with Supplier's written clarification and confirmation letter dated----- (Exhibit-C). The contract price is Indian Rs.-----/- (Indian Rupees ----- only). This price excludes existing Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.
- 4.2 Sales Tax @ ----- against form-D as applicable on items ----- of Exhibit-C of the Contract.

- 5. CONTRACT PERFORMANCE BANK GUARANTEE
- 6. PAYMENT SCHEDULE
- 7. DELIVERY
- 8. INSURANCE
- 9. INSPECTION AND TESTS
- 10. WARRANTY
- 11. DELAY IN THE SUPPLIER'S PERFORMANCE
- 12. LIQUIDATED DAMAGES
- 13. FORCE MAJEURE
- 14. PATENT INDEMNIFICATION
- 15. WAIVER
- 16. ASSIGNABILITY
- 17. SEVERABILITY
- 18. GOVERNING LAW
- 19. TERMINATION FOR DEFAULT
- 20. TERMINATION FOR INSOLVENCY
- 21. TERMINATION FOR CONVENIENCE
- 22. RESOLUTION OF DISPUTES

(The clauses 5 to 22 shall be according to the Conditions of Contract in Chapter-2)

23. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

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

Signed by:	Signed by:
Name: -----	Name: -----
Title:	Title: -----
Date:	Date:
For and on behalf of The President of India	For and on behalf of ----- -----

Witness	a) Witness
Signature:	Signature:
Name:	Name:
Address:	Address: -----
Date:	Date:

CHAPTER - 7
OTHER STANDARD FORMS

ANNEXURE-C1

BIDDER PARTICULARS
(Enclose with Technical Bid)

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

Witness:

Signature	Signature
Name	Name
Address	Designation
Date	Company Seal
	Date

BID FORM
(Enclose with Technical Bid)

Date: ___/___/___

The Deputy Commissioner of Police
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Sir,

Having examined the Bid Documents of **TENDER NO.** _____
We, _____, offer to supply and deliver _____
(Name of the Firm)

(Description of Stores and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the System as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Scheduled Bank in a sum equivalent to 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

GUARANTEE
(Enclose with Technical Bid)

To

The Deputy Commissioner of Police,
Prov. & Logistics,
5,Rajpur road,
Delhi-110054.

Ref: TENDER NO. -----

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the goods, but shall expire **36 months** after their acceptance by the Purchaser.

The obligations under the Guarantee expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

DATE _____

ANNEXURE – C4
CHECK LIST - TECHNICAL BID
(Enclose with Technical Bid)

- | | | |
|-----|---|---------|
| 1. | Have you purchased the tender document? | Yes/No |
| 2. | Have you furnished bidder's particulars furnished as per Annexure-C1? | Yes/No |
| 3. | Have you furnished Bid Form (Annexure-C2)? | Yes/No |
| 4. | Have you furnished tender fee demand draft? | Yes/No |
| 5. | Have you furnished Bid security (Earnest Money) demand draft? | Yes/No |
| 6. | Do you fully comply with Technical Specifications? | Yes/No |
| 7. | Have you enclosed un-priced Schedule of Requirement giving details of equipment quoted? | Yes/No |
| 8. | Are you offering the goods & services as per delivery schedule? | Yes/No |
| 9. | Have you furnished the Manufacturer's Authorization? | Yes/No |
| 10. | Have you quoted for all the items required for installation and functioning of the system smoothly? | Yes/No |
| 11. | Have you enclosed VAT/Service Tax registration and Clearance certificates? | Yes/No |
| 12. | Have you furnished the guarantee for supply of spares in the post warranty period? | Yes/No |
| 13. | Have you signed and sequentially numbered each page of your Bid? | Yes/No |
| 14. | Have enclosed the certificate as per clause 10.3 and 10.4? | Yes/No |
| 15. | Have you noted the contents of Contract Form (Chapter 6) | Yes/No |
| 16. | Have you submitted tender acceptance letter (annexure-C8) | Yes/No. |
| 17. | Have you submitted certificates as per Annexure- C-9 & 10? | Yes/No |
| 18. | Have you submitted the address proof of Maintenance Base (Clause 8.2 of Chapter-2) | Yes/No. |

BID LETTER

To

The Deputy Commissioner of Police,
Prov. & Logistics,
5, Rajpur road,
Delhi-110054.

Ref: Tender for purchase of **Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System (Gantry/Cantilever Mounted) to cover 100 locations having Radar Based Technology.**

We declare:

1. a) That we are manufacturers / authorized agents of _____.
b) That we /our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
2. We hereby offer to supply the Stores at the prices and rates mentioned in the Commercial Bid at **Chapter 5.**
3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the **supply and installation of 100 Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System (Gantry/Cantilever Mounted) having Radar Based Technology** shall be completed at site within **stipulated period** from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
4. Terms of Delivery: The prices quoted are inclusive of all charges up to delivery at all the location (site) to be indicated by Delhi Police.
5. We enclose herewith the complete Commercial Bid as required by you and also enclosed the Check List.
6. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the financial Bids and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
8. Certified that the Bidder is:
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.
or
a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

or
a company and the person signing the tender is the constituted attorney.

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

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

Dated this _____ day of _____ 2017.

Details of enclosures:

Signature of the Bidder
Full address:
Telephone & Fax No.
Mobile No. & E-Mail address:

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____

Date _____

Ref _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Dear Sir,

In consideration of the Dy. Commissioner of Police (Prov. & Logistics, Delhi (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No. _____ dated ___/___/___ entering into a formal contract to that effect with the Purchaser on _____ vide Agreement No. _____ (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

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

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

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

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

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

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

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

Dated this _____ day of _____ 2017 _____ at

WITNESS

(Signature) _____ (Signature) _____

(Name) _____ NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of Attorney _____

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

** The date will be 03(three) year and six months from the date of award of the contract. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.

CHECK LIST - COMMERCIAL BID

1. Have you furnished the Bid Letter? (Annexure C 5, Chapter 7) Yes/No
2. Have you filled in the Price Schedule? (Chapter 5) Yes/No
3. Have you quoted for all the items as per Chapter 3? Yes/No

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Technical Bid)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Tender for purchase and installation of Automatic Over Speed Violation Detection with Vehicle Registration Number Plate Recognition and Prosecution System (Gantry/Cantilever Mounted) to cover 100 locations having Radar Based Technology for use in Delhi Police

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) _____ namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CERTIFICATE OF SATISFACTORY COMPLETION OF THE CONTRACT

M/s _____ was awarded the contract No..... dated The firm supplied the system/equipment i.e. _____ to this organisation as per the contract. The firm has successfully executed the contract for supplying the said system/equipments and has rendered satisfactory service on account of warranty.

Authorized signatory of the concerned Department

UNDERTAKING

It is certified that the firm has no adverse report from any quarter about insolvency. Industrial credentials of our firm are excellent and firm is in a position to execute the proposal contract through the present tender. No country or organization has blacklisted/debarred or banned our firm in any manner.

PLACE:

SIGNATURE OF THE TENDERER
Stamp/seal of the firm/company

DATED: