

**TENDER ENQUIRY**

**INVITATION OF BIDS FOR FOR PROCUREMENT OF IP BASED CCTV SURVEILLANCE OUT OF IT GRANT FOR FY- 2012-13 AT OFFICERS TRAINING ACADEMY, GAYA**

1. Commandant, Officers Training Academy (OTA), Gaya, hereinafter referred to as Buyer, is interested in implementation of a **proposal** for **Procurement of IP Based CCTV Surveillance at OTA, Gaya**. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

(a) Bids to be addressed to:-

**The Commandant, Officers Training Academy, Gaya (Bihar)-823005**

(b) Postal address for sending the Bids:-

**OC IT, IT Cell, Officers Training Academy, Gaya (Bihar)-823005**

(c) Queries to be addressed to:-

**OC IT, IT Cell, Officers Training Academy, Gaya (Bihar)-823005**

(d) Name/designation of the contact personnel:

**Maj Mohamed Zabiulla, SM**

(e) Telephone numbers of the contact personnel. **09162305150**

(f) Fax number. **0631-2210997**

(g) E-mail ID. **Otagaya@rediffmail.com**

3. This RFP is divided into five Parts as follows:-
  - (a) **Part I.** Contains General Information and Instructions for the Bidders about the RFP such as the Time, Place of Submission and Opening of Tenders, Validity Period of tenders etc.
  - (b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee Details.
  - (c) **Part III.** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) **Part IV.** Contains Special Conditions applicable to this RFP, which will form part of the contract with the successful Bidder.
  - (e) **Part V.** Contains Evaluation Criteria and Format for Price Bids
4. This RFP is being issued with no financial commitment. The Buyer reserves the right to change or vary any part thereof at any stage [without citing reasons](#). Buyer also reserves the right to withdraw the RFP [without citing reasons](#), should it become necessary at any stage.

## **PART I – GENERAL INFORMATION**

5. **Last Date and Time for Depositing the Bids.** 1300 hours on 13 Aug 2012. The sealed Bids (both Technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
6. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked for the IT project at Officers Training Academy, Gaya, or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
7. **Time and Date for Opening of Bids.** The **technical bid and EMD** will be opened on **14 Aug 2012 at 1300 hours**. The date and time of opening of commercial bids will be intimated later by the buyer. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
8. **Location of the Tender Box.** Office of OC IT, IT Cell, Officers Training Academy, Gaya (Bihar)-823005. Only those Bids that are found in the Tender Box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
9. **Place of Opening of Bids.** Office of OC IT, IT Cell, Officers Training Academy, Gaya (Bihar)-823005. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
10. **Two-Bid System.** Only the **Technical Bid and EMD** would be opened on the date and time mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done by the Buyer.
11. **Forwarding of Bids** .Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account, if applicable etc and complete postal and e-mail address of their office.
12. **Clarification Regarding Contents of the RFP.**A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
13. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of

bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

14. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

15. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

16. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items mentioned in this RFP.

17. **Validity of Bids.** The commercial bid will be valid for a minimum of **120 days** from the last date of submission of the Bids.

18. **Earnest Money Deposit.** Bidders are required to submit in a separate envelope Earnest Money Deposit (EMD) for amount of **₹ 5,00,000/- (₹ Five lacs Only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector bank or a private sector bank authorised to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request) in the name of , **Commandant, Officers Training Academy, Gaya**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), DDGIT, National Small Industries Corporation (NSIC) or any Department of MoD, MoD itself. **In case a bidder intends not submitting EMD on account of registrations as given above, certificate for the same should be enclosed in the envelope meant for EMD. Vendors are also advised to clarify, before bidding, the agencies with whom their registration will be valid for non submission of EMDs. If EMD is not found enclosed in form and manner as specified or claims for non-submission of EMD on account of registration as required are invalidated as decided by the buyer, the offer may be rejected summarily at the sole discretion of the buyer.** Responsibility on this account lies with the bidders. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

## **Submission of Offers**

19. **Only the enclosed formats will be used. All sheets will be submitted duly affixed with the Company's stamp and signature of the authorized signatory of the company. You may authorize your dealer/channel partner on your behalf to bid for you. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify specific issues.**

20. The costs indicated for each item should be the total landed cost of the item, inclusive of all taxes, levies, freight, insurance, excise, carriage etc. Bidders should explicitly mention details of all types of taxes/duties in their bids for all items, as applicable, rather than merely mentioning inclusive of all taxes and duties. Failure to do so may lead to disqualification of the bid at the discretion of the buyer.

21. Total costs for the full quantity to be supplied will be indicated. Cost will be indicated both in words and figures.

22. **Technical, commercial offers and EMD will be submitted in three separate sealed envelopes duly marked 'Technical Offer for proposal for Procurement of IP Based CCTV Surveillance at OTA, Gaya.', 'Commercial Offer for proposal for Procurement of IP Based CCTV Surveillance at OTA, Gaya., and 'EMD for proposal for Procurement of IP Based CCTV Surveillance at OTA, Gaya.respectively.**

23. Only OEMs or vendors authorized to quote on their behalf will respond to this tender enquiry. The products being quoted will be OEM products except where specifically stated in the Tender Enquiry.

24. Make, model and version (latest) will be specified for all items. Complete technical specifications and literature will be attached with the Technical Bid. [Reference of documents \(Document Name / paragraph number / page Number\) submitted will be given against each specification asked for in the technical bid to enable evaluation of the proposal. Incomplete proposals may lead to summary rejection of the bid. Responsibility on this account lies with the bidders.](#)

25. An incomplete or ambiguous offer is liable to be rejected at the discretion of the Buyer without recourse to further clarifications. The Buyer also reserves the right to seek clarifications with one or more vendors, if considered necessary.

26. Any conditions/terms given in the technical or commercial bids by vendors will not be binding on the Buyer. All the terms and conditions for the supply, delivery, testing and acceptance, payment, warranty, uptime, penalty will be as given herein and no change in any term or condition by the vendors will be acceptable. Alterations, if any, in the tender documents should be attested properly by the vendor, failing which the tender will be rejected.

27. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to submission of bids. All taxes / duties should be separately mentioned.

28. The acceptance certificate will be signed by the authorized company representative and stamped with the company stamp and submitted along with the **Technical Bid**.

29. **As the entire project is a proposal for Procurement of IP Based CCTV Surveillance at OTA, Gaya, vendor should ensure that their bids are complete in all respects, and ensure hardware are supplied as conforming to the specifications given, including delivery, installation, and commissioning. Lowest Bidder will be decided for complete project and shall only be considered for further negotiations. AMC cost with spares will also be included for deciding lowest bidder.**

**PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

30. **Schedule of Requirements.** The scope of the project is a **proposal for Procurement of IP Based CCTV Surveillance at OTA, Gaya.**

31. **Technical Details.** Technical Bid is enclosed as **Appendix A.**

32. **Technical Offer.** Following documents shall form part of the Technical Offer:-

(a) Certificate for acceptance of terms and conditions of this Tender Enquiry as per **Appendix B.**

(b) Original Ink Signed tender specific OEM certificate for all the major equipments including IP Based CCTV Surveillance Camera, Network Video Recorder, Controller of Camera, last three years income tax return, Client List, Registration Certificate, TIN number, Address of Commissioner of Sales Tax and Commissioner of Income Tax.

(c) Check list of documents to be attached with the technical bid is given at **Appendix C.**

33. **Commercial Offer.** This should be as per **Annexure I to Appendix C.**

34. **Requirement of Training/On-the-Job Training.** Onsite commissioning and installation of **IP Based CCTV Surveillance at OTA, Gaya.**

35. **Requirement of Installation/Commissioning.**

(a) Delivery of items shall be completed within **12 (Twelve)** weeks from the date of supply order at **Officers Training Academy, Gaya (Bihar)-823005.**

(b) The system will be subjected to Acceptance Test Procedure (ATP) to test the individual components and successful integration of all components at the user premises followed by the installation of Hardware. It will be ensured that both ATP and the activity of installation, configuration and integration are completed within **24 (weeks)** from the date of supply order.

36. **Acceptance Testing.** All items will be subjected to detailed acceptance testing procedure by a Board of Officers as per scope of work for the project. The details of the procedure will be worked out jointly by the vendor and the user. The specifications of the items should be in conformity with the details provided by the vendor and as per the given specifications. Any additional equipment needed for acceptance testing would be provided by the Vendor at his own cost. In case any item is found not as per laid down specifications and the consignment rejected, the vendor shall remove the item from user premises at his

cost. The user would issue an **Acceptance Certificate** on successful completion of acceptance testing.

37. **Requirement of Pre-Site/Equipment Inspection.** Bidders are advised to visit and understand the scope of work involved before submitting the bid. Bidders will be required to demonstrate their product samples, if asked for by the customer at any stage of evaluation, on no-cost-no-commitment basis.

38. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the format along with Technical Bid. In case of non-compliance, deviation from RFP should be specified in unambiguous terms.

39. **Delivery Period.** Delivery period for supply of items would be as given in paragraph **35 above**. Please note that Contract can be cancelled unilaterally by the Buyer, in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

40. **Consignee Details.** **Commandant, Officers Training Academy, Gaya (Bihar)-823005.**

### **PART III – STANDARD CONDITIONS OF RFP**

41. The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

42. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

43. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

44. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

45. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

46. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a

minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

47. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

48. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. The vendor will certify that all military information and data available to him as a part of the project will remain the exclusive property of Commandant, Army War College and will not be disclosed to any person not authorized by Army War College. Failure to comply with this clause will make the vendor liable to action as per law. Non Disclosure agreement is attached as **Appendix 'E'**.

49. **Liquidated Damages(LD).**In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, **liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.**

50. **Method of Payment of Liquidated Damages.** The amount charged as liquidated damages would be deducted by the Customer from the amount due for payment to you. If the amount of such LD exceeds the payments due to you, you shall within 30 (thirty) days make payment to the Customer in FULL & FINAL settlement of claims less the value of the bank guarantee if encased.

51. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **three months** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **three months** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

52. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

53. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

54. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

55. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

56. **Taxes and Duties.**

(a) **General.**

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Customs Duty.**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iv) Custom duty exemption certificate will be provided on submission of relevant documents. Vendors should clearly specify details of custom duty in their bids.

(c) **Excise Duty.**

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **Sales Tax / VAT.**

(i) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(e) **Octroi Duty & Local Taxes.**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

**PART IV – SPECIAL CONDITIONS OF RFP**

57. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

58. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum **equal to 10% of the contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee should be **valid up to 60 days beyond the date of warranty.** The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

59. **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 and conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

60. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 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 and 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.

61. **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 **10% plus/minus increase or decrease the quantity** of the required goods up to 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.

62. **Payment Terms.** The payment will be made as per the following terms, on production of the requisite documents: -

(a) **80% of the total project cost** will be paid on delivery of complete hardware including accessories at **Officers Training Academy, Gaya(Bihar)-823005.**

(b) **20% of the total project cost** will be paid on satisfactory installation, configuration, integration of all the components, and satisfactory performance of complete project **for a period of four weeks from the date of acceptance.**

63. **Advance Payments.**No advance payment(s) will be made.

64. **Paying Authority.** Payment will be made by **CDA, patna.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of contingent bill / Seller's Bill.
- (b) Ink-signed copy of Commercial Invoice / Seller's Bill.
- (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (d) CRVs in duplicate.
- (e) Delivery Certificate, Acceptance Certificate, Installation and Integration Certificate and Training Completion Certificate.
- (f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (g) Exemption certificate for Excise duty / Customs duty, if applicable.
- (h) Bank guarantee for advance, if any.
- (j) Guarantee / Warranty certificate.
- (k) Performance Bank guarantee / Indemnity bond where applicable.
- (l) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (m) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (n) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (o) User Acceptance.
- (p) Xerox copy of PBG.

65. **Fall Clause.** The following Fall Clause will form part of the contract placed on successful Bidder :-

- (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be

during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period, the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Department of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - .....”.

66. **Risk & Expense Clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any

other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(iii) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract.”

67. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

68. **OEM Certificate.** In case the Bidder is not the OEM, the tender specific ink signed agreement certificate with the OEM for sourcing the spares shall be mandatory as per **Appendix E**. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification. **Bids without Tender Specific ORIGINAL INK SIGNED OEM certificate in the technical bid will be rejected.**

69. **Earliest Acceptable Year of Manufacture.**2012 Quality / Life certificate will need to be enclosed with the Bill.
70. **Transportation.** All the stores will be delivered at the consignee address. Seller will bear the costs and freight
71. **Quality.**The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and **ISO certified** standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before **2012**, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item. **The vendor should also be committed to provide higher version of the product offered in case the offered product becomes obsolete or newer version is available without any change in the terms and conditions and prices quoted.**
72. **Quality Assurance.** Seller would complete the Standard Acceptance Test Procedure (ATP) within 10 days of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
73. **Inspection Authority.** The inspection will be carried out by board of officers on behalf of the buyer. The mode of inspection will be Joint Inspection.
74. **Franking clause.** The following Franking clause will form part of the contract placed on successful Bidder:-
- (a) **Franking Clause in Case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".
- (b) **Franking Clause in Case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."
75. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder:-
- (a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of 'opening board of officers' and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

76. **Warranty.** The following Warranty will form part of the contract placed on successful Bidder:-

(a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller warrants for a period of **12 months from the date of acceptance of stores or date of installation and commissioning, whichever is later**, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures. Onsite comprehensive warranty will be provided.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by

neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime **within 0.5 % of the warranty period. This amounts to total maximum downtime of six days during warranty.**

(e) The seller will place a service engineer at the site for the duration of the warranty period. The Seller shall associate technical personnel of the maintenance agency and Quality Assurance Agency of the buyer during warranty and shall also provide the details of complete defects, reasons and remedial actions for defects.

(f) If a particular equipment/goods fails frequently and/or, the cumulative down time **exceeds 1.5 % of the warranty period**, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(g) During the warranty period, all warranty benefits received by the seller from the OEMs, for any equipment pertaining to third parties will be passed on in to the Buyer.

(h) Where the tenders are quoted for by resellers/channel partners on behalf of OEMs, proof in writing to the effect that a back to back arrangement/exercising of support pack options exists with the OEM for entire duration of warranty, shall be provided on placement of supply order. Failure to provide sufficient proof for the arrangements shall either result in non-processing of payments due to the vendor or cancellation of supply order.

(j) Any failure in the system or a subsystem thereof should be rectified within a **maximum period of 48 hours of lodging a complaint.**

(k) If the system is down beyond 48 hours, penalty at the rate of **Rs500/- (RsFive hundred only)** per day per system will be charged or recovered out of the Bank Guarantee. In case of any system/sub system being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of seller, which will be deducted from the Bank Guarantee due to seller.

(l) Any system failing at subsystem level, three times within a period of three months or displaying chronic faulty behavior or manufacturing defects or quality control problems will be totally replaced by the seller at his risk and cost within 30 days of being intimated.

**77. Annual Maintenance Contract (AMC)/Full Service Maintenance Agreement (FSMA).** On expiry of warranty, the Seller will enter into AMC/FSMA (with spares) of **five years**, if the user/maintenance agency so desires. Failure to do so will amount to breach of contract. If AMC/FSMA is signed, then bank guarantee equal to the cost of AMC/FSMA will be deposited with concerned maintenance agency during executing AMC/FSMA. **All maintenance will be provided on site.** The rates of AMC/FSMA will be finalized at the time of PNC. Other terms and conditions governing AMC/FSMA would be examined and

finalized at the time of conclusion of AMC/FSMA. Items of consumable nature, which will not be covered under AMC, must be specified while tendering.

78. In case Buyer wishes to maintain in house or through a third party in case of unsatisfactory performance during the AMC/FSMA period, you will continue to provide all spares/modules required, on payment, to maintain the systems in their original configuration, to the maintaining agency, **for a minimum period of five years** from the termination of the warranty. Failure to do so will amount to breach of contract.

79. **Commencement of AMC/FSMA**. If the Buyer decides to exercise the option to enter into AMC upon expiry of the free warranty period, the agreement for AMC/FSMA will be signed with the appropriate authority one month prior to the expiry of the free warranty period.

80. **Renewal of AMC/FSMA**. The AMC/FSMA will be renewed every year 12 calendar months from its commencement at the option of the user. If the Buyer decides to exercise the option to renew the AMC/FSMA on expiry of the previous year's AMC/FSMA, the agreement for the renewed AMC/FSMA will be signed with the appropriate authority one week prior to the expiry of the previous year's AMC/FSMA. All necessary documentation for signing of AMC will be provided one month prior to the signing of AMC/FSMA.

81. **Spares and Consumables**. Sellers will guarantee to provide spares and consumables on payment for a period of three years from date of completion of warranty irrespective of AMC. Non-compliance will be treated as breach of contract and will attract legal action.

82. **Uptime**. You will guarantee to provide **99.5 % uptime** during warranty. In case of failure to maintain **99.5% uptime**, the proportionate loss to the Government will be made good by you as per conditions mentioned at **paragraph 76 (k) above**. Alternatively, warranty may be extended by the duration for which you have been unable to provide specified uptime. The discretion to exercise either of these options lies with the Buyer. Details of uptime shall be submitted by you, at least one month prior to expiry of warranty duly supported by Call Reports. You will also maintain a record of down time based on calls for service made on you and a quarterly report shall be submitted by you. If option to extend warranty period is exercised, Bank Guarantee would be accordingly extended by you to cover warranty period.

## **PART V – EVALUATION CRITERIA AND PRICE BID ISSUES**

83. **Evaluation Criteria**. The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Annexure I to Appendix C**. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the decisive factor for ranking of Bids. **Cost of AMC with spares for a period of five years will also be included for deciding the lowest bidder. However payment for AMC will be made at the time of AMC contract, which will be entered into with the vendor at the discretion of the buyer.**

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms. Otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

84. **Pre-bid Presentation.** A pre-bid presentation will be held at **Officers Training Academy, Gaya (Bihar)-823005** by OC, IT on **07 Aug 2012 at 1000hrs** to explain the scope of the project and clarify any doubts of participating vendors.

85. Copy of the Supply Order will also be forwarded to Income tax / Sale tax department.

86. Please ensure that this is your best and final offer.

Yours faithfully,

OC IT  
For Commandant

**Appendix A**

(Refers to Para 31 of Tender Enquiry  
No 40801/IT/OTA/IPBCCTVSVL/12-  
13dt Jul 20112

**TECHNICAL BID**  
**SCHEDULE OF REQUIREMENT**

**COMPLIANCE STATEMENT OF DETAILED SPECIFICATIONS FOR IP BASED CCTV**  
**SURVEILLANCE AT OFFICERS TRAINING ACADEMY, GAYA**

**BIDDERS WILL ENSURE THAT ALL COLUMNS ARE FILLED AS PER THE INSTRUCTION IN**  
**TENDER ENQUIRY FAILING WHICH THEIR BIDS MAY BE REJECTED**

Ser No	Requirements/Items/Software/Process/ Functionality with specifications (Specify make, model and version where applicable. Do not specify more than one make model for any category)	Compliance to RFP – whether Yes /No (Also mention reference of page / paragraph number of technical literature/ brochure/any other document attached for evaluation)	In case of non-compliance, deviation from RFP to be specified in unambiguous terms
1.	<b>Previous Experience.</b> The bidder should have preferably demonstrated effective domain knowledge of various aspects of development/installation of hardware and software for Establishment of IT projects.		
2.	<b>Financial Criteria for Bidders.</b> The Last Year turnover should be at least ₹ 2.0 crores (₹ Two Crore Only),as evidenced by their audited accounts		
3.	<b>General Criteria.</b> Applicant shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (Gol) or any other State Government in India.		
<b><u>Technical Criteria</u></b>			

**Technical Specification of IP Based CCTV Surveillance Camera**

Ser No	Features	Specification		
1	<u>Weather Resistant HD PTZ Dome Network Camera</u>	The integrated housing shall have a polycarbonate dome cover, die cast aluminum body and use tamper resistant hardware. The housing shall have a built in sunshield. The housing shall be weatherproof to IP66.		
		The HD PTZ Dome Network Camera shall offer an advanced 1/4" Progressive Scan double speed Megapixel MOS Sensor, 1.3 <b>megapixels effective</b> , with a micro lens on each pixel for superior picture detail and clarity.		
		The Network Camera shall offer automatic gain control (AGC) function and an S/N ratio of 52dB when AGC is off.		
		The Network Camera shall be a self-contained unitized dome camera assembly		

		that incorporates an integral day/night camera, pan-and-tilt motor, zoom lens and network interface.		
		The Network Camera shall offer a Black/White mode that may be manually activated or automatically activated in low-light conditions. The camera shall incorporate independent automatic Colour-to-Black/White switching modes depending on the preset light thresholds and sensitivity to IR illumination in the 850nm wavelength.		
		Each Color-to-Black/White switching mode shall incorporate two preset light thresholds, high and low. Each Color-to-Black/White switching mode shall incorporate three duration settings for automated switchover		
		The Network Camera shall produce a high quality picture with a minimum illumination of 0.031 lux in color mode or 0.004 lux in B/W mode at F1.4 (Shutter: 16/30s). It shall offer IR cut filter that switches on/off to enhance low-light sensitivity during B/W mode		
		The camera's Megapixel image sensor shall be charged with long and short charges, creating both standard shutter speeds and fast shutter speeds simultaneously, on a single image field. The camera shall automatically apply each exposure pattern to bright and dark areas on a pixel by pixel basis. The Megapixel image sensor shall feature images with a wide dynamic range of up to 128 times over standard CCTV cameras.		
		The Network Camera shall be equipped with an intelligent Auto Backlight Compensation feature, mask settings and level adjustment capabilities to compensate for backlight by masking brighter areas.		
		The Network Camera shall offer Adaptive Black Stretch (ABS) feature to transform shadows and dark areas into natural and crisp images in real time		
		The Network Camera shall also offer intelligent digital wide dynamic range circuit and adaptive Digital Noise Reduction (DNR) features for real surveillance purposes under severe conditions.		
		The Network Camera shall support 3D-DNR to ensure noise reduction in various conditions. The noise reduction level shall be made selectable from HIGH/LOW. The integration of 2D-DNR and 3D-DNR ensures noise reduction in various conditions.		
		For better picture quality, the Network Camera shall offer digital 2H enhancer, digital aperture correction and knee circuit features.		

	<p>The Network Camera shall offer Automatic Tracing White Balance Adjustment feature for two specific applications:</p> <p>(a) Night time through Daylight with colour temperatures between 2700°K ~ 6000°K                  (b) Sodium Vapor and other night time illumination through Daylight with color temperatures between 2000°K ~ 6000°K</p>		
	<p>The Network Camera shall also offer a user-configurable AWC setting for manual white balance adjustments</p>		
	<p>The Network Camera shall also be equipped with up to 16x electronic sensitivity-up feature to enhance camera performance in extreme low light conditions</p>		
	<p>The Network Camera shall offer a built-in digital motion detection feature with four configurable areas per scene and fifteen sensitivity levels adjustment capabilities</p>		
	<p>The Network Camera shall be equipped with image stabilization feature capable of electronically stabilizing the image should the camera become subjected to mechanical vibration.</p>		
	<p>The Network Camera shall offer 8 privacy zones that mask areas dynamically with a grey box or mosaic; the size of masked zones shall change dynamically with operator control of pan/tilt/zoom functions.</p>		
	<p>The Network Camera shall offer on-device intelligence, Face Detection feature with Face Super Dynamic technology to enhance details of human faces for better identification</p>		
	<p>The Network Camera shall incorporate a 1/4" format, motorized zoom lens with a focal length of 3.3 to 119mm (36X). It shall provide Extended Optical Zoom in VGA mode to support up to 72X zoom. The zoom lens shall have automatic iris and automatic focus features but will allow manual override if the need arises.</p>		
	<p>The Network Camera shall provide continuous digital zoom (12X) for a total maximum magnification of 864X. The aperture throughout this range shall vary from a minimum of F1.4 at the wide angle setting to F4.8 at the telephoto lens position.</p>		
	<p>The Network Camera shall offer an automatic zoom-to-window feature allowing the user to draw a box area using his mouse and the camera will automatically zoom in on that area</p>		
	<p>The Network Camera shall offer a built-in shutter adjustable from OFF, 1/30 to 1/10,000 second. A web browser menu shall allow fine adjustment of chrominance, pedestal and aperture level.</p>		

		<p>The Network Camera shall support fixed electronic shutter that can configure for various modes:</p> <p>(a) Light control modes can be selected from Outdoor/Indoor/Fixed electronic shutter.</p> <p>(b) Electronic shutter and ALC lens iris controls can be automatically controlled depending on Outdoor/Indoor modes and luminance levels.</p>		
		<p>The pan-and-tilt motor shall be a high-speed unit which allows 360° endless panning with a tilt range of -15 to +185°.</p>		
		<p>The pan-and-tilt motor shall allow for preset sort and sequence rotation speed of approximately 400° per second</p>		
		<p>The Network Camera shall use variable manual pan speed control to allow for super fine pan control of 0.065° to 120%/s. Pan speeds shall be proportional to zoom settings</p>		
		<p>The Network Camera shall be a direct drive motor assembly. <b>Belt-driven unitized camera units will not be acceptable</b></p>		
		<p>The Network Camera shall offer a minimum of 256 preset positions</p>		
		<p>The Network Camera shall support an image hold capability for retaining images during preset position acquisition phase.</p>		
		<p>The Automatic Preset Sequence mode shall be able to be interrupted by manual operator control and automatically resume to its previous mode after operator releases control.</p>		
		<p>The Network Camera shall offer automatic panning mode. The Autopan feature allows the camera to rotate in a 360° sweep or to pre-programmed rotation angle, pausing at the endpoints for a pre-programmed duration. The panning limits and speeds shall be adjustable from an on-screen menu from the web browser. The panning speeds shall be settable with eight (8) steps.</p>		
		<p>The Network Camera shall use a Triple Streaming Codec capable of simultaneously generating and transmitting MJPEG and two independent MPEG-4 (Part 2) / H.264 (High Profile) video streams which are different in resolutions and frame rates</p>		
		<p>The camera's system LSI shall be charged with multiple H.264 high profile streams, real time high definition video processing. The camera shall keep 30ips at 1,280 x 960 with less than 2.0 Mbps of bandwidth.</p>		
		<p>One of the video streams can be prioritized when multiple recorders or client PCs are accessing the camera so that one of them can maintain the requested frame rate.</p>		
		<p>Simultaneous MJPEG (15 fps) and MPEG-4 / H.264 (30 fps) video streams</p>		

		The Network Camera shall be able to support uni-cast and multi-cast transmissions		
		The Network Camera shall have the capability to select the refresh rate of the i-frame interval of the H.264/MPEG-4 video stream between 0.2 to 5 seconds		
		The Network Camera shall be able to support text overlay of an alphanumeric title of up to 16 characters embedded in the image and up to 20 characters on the browser. The position of the embedded camera title is selectable from 4 locations (Upper left/Lower left/Upper right/Lower right).		
		The Network Camera shall display user-definable 16 character titles for each of 8 areas (i.e. North, Northeast, East, Southeast, South, Southwest, West, and Northwest), or pre-programmed camera positions.		
		The Network Camera shall have a built in web server so that access to the IP video stream can be obtained using Internet Explorer Version 6.0 SP3 or better. The web browser shall permit the user to make adjustments and settings to the camera.		
		The Network Camera shall have built-in Audio input and output jacks and be capable of transmitting and receiving full duplex audio stream through the same Ethernet connection as the video. The audio shall be encoded using the G.726 or equivalent ADPCM standard		
		The Network Camera shall have 3 external I/O Terminals which can support alarm inputs/outputs or external Day/Night controls or exposure out which is for external flash synchronizing.		
All units must be certified with the following Safety/ EMC standards		UL (UL60065) FCC (Part15 Class A) C-UL (CAN/CSA C22.2 No.60065) DOC (ICES003 Class A) CE (EN60065, EN55022 Class B, EN55024) GOST (GOST R 51558)		
The Network Camera shall meet the following operating conditions		Temperature : -10 to +50 °C Humidity :90% or less (without condensation)		
Supported protocols		IPv4:TCP/IP, UDP/IP, HTTP, RTSP, RTP, RTP/RTCP, FTP, SMTP, DHCP, DNS, DDNS, NTP, and SNMP.  IPv6: TCP/IP, UDP/IP, HTTP, RTP, FTP, SMTP, DNS, NTP, and SNMP		

**Technical Specification of Network Video Recorder (NVR)**

Ser No	Features	Specification	Complied Yes/No	Deviation
1	Network Disk Recorder for Network Cameras	<p>The recorder shall be capable of connecting to up to 32 network cameras without extra license fees and their images can be recorded simultaneously.</p> <p>The recorder shall be equipped with up to 4x 500GB HDDs. It shall allow up to 2TB HDD storage to be installed in the main unit. The maximum storage of the recorder is up to 14 TB with 6 optional WJ-HDE300 Hard Disk Expansion Units. Up to 4x 500GB HDDs shall be installed in each unit.</p> <p>The recorder shall be the equipment with an embedded real-time operating system and shall not be based on a Microsoft Windows OS. The OS must reside completely in the hardware and not be installed on the hard disk drives. Installed disk drives must be dedicated to recording videos.</p> <p>The recorder shall support MPEG-4 and JPEG multi format</p> <p>The recorder shall provide Various Recording Mode: Manual, Schedule, Event (Pre/Post), Emergency, and External Timer. It shall have the capabilities to control: Pan/Tilt, Zoom, Focus, Brightness and Preset Positions. It shall be able to search using: Time &amp; Date, Event Type and Camera number.</p> <p>The recorder shall have 2x built-in network interfaces (10Base-T / 100Base-TX) for camera recording and client access</p> <p>The recorder shall have the capabilities to transfer recorded images to FTP server upon alarm and/or live image periodically. Images recorded in the SD memory card in the i-Pro network cameras can be transferred to the recorder automatically even when the recorder is in recording status.</p>		
		<p>The recorder shall have User/Host authentication, 4 programmable user levels, 16 user priorities and User-Camera View/Control partitioning setup for sophisticated user management. It shall be capable of up to 32 user registrations.</p> <p>The recorder shall have Alteration detection and recorded data encryption for data security.</p> <p>The recorder shall provide user authentication and support different user privileges based on logon ID. From the client the user should (with proper authentication) be able to do the following:</p>		

		<ul style="list-style-type: none"> <li>a) Setup cameras Define live viewing, recording rates and quality settings</li> <li>b) Define recording programs and schedules</li> <li>c) View live video in either single or quad views</li> <li>d) Search and playback recorded video</li> <li>e) Download selected recorded video</li> <li>f) Control connected PTZ cameras</li> </ul>		
	<p>The recorder shall work with the optional viewer software which is capable of viewing multiple cameras from multiple recorders on a single screen</p>	<p>Software shall be able to manage up to 100 networks connected ND300s, ND400s and/or HD300A recorders.</p> <p>Software shall be able to display live video from any camera on any connected recorder.</p> <p>Software shall be able to display 1, 2x2, 3x3 or 4x4 multiplexed video.</p> <p>Software shall show registered recorders as icons in a drop down menu. Cameras will be shown as icons on the same menu, indented under the attached recorder.</p> <p>Software shall enable user to assign any video from any recorder into any window on the multiplexed display.</p> <p>Software shall permit to register up to 32 users and each password and provide up to 5 different levels of user privileges.</p> <p>Software shall permit the remote operation of properly configured PTZ cameras according to the user privilege level.</p> <p>Software shall provide search functions for registered recorders and allow search by Event, Mark or Motion. It must apply these search criteria across multiple recorders.</p> <p>Software shall permit the simultaneous playback of up to 16 videos.</p> <p>Supported protocols: TCP/IP, UDP/IP, HTTP, FTP, SMTP, DHCP, DNS, DDNS, NTP, SNMP</p> <p>The power source shall be 120VAC, 60Hz</p>		

**Technical Specification of Controller for Camera**

Ser No	Features	Specification	Complied Yes/No	Deviation
1	Ethernet port	10Base-T/100Base TX, RJ45 x 1		
	Data output/input port	6 conductor modular jack (RS-485, full duplex) x 2		
	Serial port	9 pin D-sub connector		
	Controller number	1 to 8 (rotary switch)		
	Ambient operating temp	-10°C to +50°C		
	Unit number selection	1 to 99		
	Monitor number selection	1 to 99		
	Camera number selection	1 to 256		
	Camera control	Detached joystick controls Pan/Tilt and Zoom, allowing seamless tracking		
	Recorded control	Jog Dial and shuttle ring for smoother recorder control Dedicated record ,play and search buttons		
	Switcher control	Image switching and sequencing buttons		
	Main features	The controller shall require a user ID and password to be entered in order to be operated and shall restrict the functions available based on the privileges of the user ID and password entered  Controller shall consist of a keyboard base with jog shuttle and recorder controls and a separate 3D joystick that can be located on either side of the keyboard. The joystick shall permit single hand control of Pan, Tilt, Zoom, Focus and Iris adjustments		
	Camera functions	direct camera selection for recording playback of any video sources  multiscreen viewing Selection of full screen, 4, 7, 9, 10, 13 and 16 multiscreen monitoring modes (The # of segments depend on connected system devices.)  camera control, set-up and alarm functions, including preset sort and sequence  Super Dynamic activation digital motion detector mask set electronic sensitivity up back light compensation set-up  Pan/Tilt  preset position ,zoom (near/far)  focus (near/far),iris (open/close)		

	Recorder Functions	Setup/Esc Record Search Playback/Pause FF/RWD Record skip Stop Go to Last A-B Repeat Alarm Reset		
--	--------------------	---	--	--

**Technical Specification of Display Unit**

Ser No	Features	Specification	Complied Yes/No	Deviation
1	Screen Size	32 Inch		
2	Resolution	1,920 x 1,080		
3	Dynamic Contrast Ratio	High		
4	Viewing Angle (Horizontal/Vertical)	178 ° / 178 °		
5	Response Time	4 ms		
6	Sound Output (RMS)	10 W x 2		
7	Sound Effect System	SRS Tru surround HD & Dolby Digital Plus		
8	Input & Output	1 x HDMI, 1 x composite		
9	Operation Power Consumption (IEC 62087 Edition 2)	130 W		

**Appendix B**

(Refers to Para 32 (a) of Tender Enquiry  
40801/IT/OTA/IPBCCTVSVL/12-13 dt Jul  
2012)

**CERTIFICATE FOR ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER ENQUIRY  
FOR PROCUREMENT OF IP BASED CCTV SURVEILLANCE AT OFFICERS TRAINING  
ACADEMY, GAYA**

1. It is certified that all the terms and conditions as given in this tender and its appendices are accepted by the company and we will abide by them. It is further certified that any cost incurred on additional hardware/ software/ accessories required to complete the integrated project would be borne by us.

2. **Validity.** The prices quoted in our Commercial Offer are valid up to \_\_\_\_\_  
(minimum 120 days from the date of closing of tender).

*Company Seal*

*(Signature of Authorized Signatory  
of Company with Date)*

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix C**

(Refers to Para 32(c) of RFP No  
40801/IT/OTA/IPBCCTVSVL/12-13 dt Jul  
2012)

**LIST OF DOCUMENTS WHICH WILL BE SUBMITTED ALONG WITH  
THE TECHNICAL BID**

1. Detailed Technical Write-Up highlighting the features of the system offered.
2. Technical manuals.
3. Information on the upgrade path for the system offered.
4. Details of all components of the system offered to include softwares, authoring tool, revision No, performance details, etc.
5. Deviation statement giving out the deviations from the specifications given in this tender, if any.
6. Any other document relating to the product that the vendor may feel necessary to support the product offered.
7. **Certificate as attached at Appendix B for acceptance of terms and conditions of tender enquiry.**
8. **Certificate as attached at Appendix D for Non-Disclosure of Contract Documents**
9. **Original Ink Signed Tender Specific OEM certificate as attached at Appendix E.**
10. **Certified copies of Latest IT and Sales Tax Return.**

**Annexure I to Appendix C**(Refer to Para 33 of RFP No 40801/IT/OTA/CCTV/12-13dt  
Jul 2012)**COMMERCIAL BID FOR PROCUREMENT OF IP BASED CCTV SURVEILLANCE AT OFFICERS TRAINING ACADEMY, GAYA**1. **Basic Cost of Items / Stores.**

S No	Equipment	A/U	Make and Model	Unit Price (In ₹)	Excise Duty (specify rate & amount) (In ₹)	Custom Duty (specify rate & amount) (In ₹)	VAT (rate and amount) (In ₹)	Any other Taxes, Levies, duties and Octroi, service tax etc (Please specify rate & amount) (In ₹)	Total Unit Cost including all taxes and duties (e+f+g+h+i) (In ₹)	Qty	Total cost of eqpt incl all taxes& duties (In ₹)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
(i)	IP Based CCTV Surveillance Camera	Nos								29	
(ii)	Network Video Recorder	Nos								01	
(iii)	Controller of camera	Nos								01	
(iv)	32" Display Unit	Nos								02	
(v)	Mounting kit for Camera									29	
(vi)	Workstation for Controller	Nos								01	
(vii)	Power Cable for camera	Mtr								1000	
(viii)	Pole for camera	Nos								29	
(ix)	PVC Pipe for Power Cable	Mtr								1000	
(x)	UTP Cable	Roll								05	
(xi)	Installation and Commissioning										
	<b>Grand Total (In words and figures)</b>										

2. **AMC with Spares (Attach list of spares that will be provided during AMC).**

Ser No	AMC Rate (%)	Year of AMC	Amount (In Rupees)	
			In Figures	In Words
(a)		First Year		
(b)		Second Year		
(c)		Third Year		
(d)		Fourth Year		
(e)		Fifth Year		
(f)	<b>Total Cost of AMC</b>			

3. **Total Cost.**

Ser No	Total Cost	Amount (In rupees)	
		In Figures	In Words
(a)	Total cost of the equipment including all taxes and duties		
(b)	Total Cost of AMC for five years		
(c)	Total cost (3 (a) + (b))		

**NOTES**

1. Indicate details of make and models of all equipment as given in technical bid.
2. All columns should be filled in unambiguous terms. Failure to provide details may render bid invalid.
3. Vendors may attach separate sheets to explain any entry on the bid
4. All pages to be signed with company seal.
5. All Software including OS to be with media, documentation, certificate of authenticity with Educational Institute Licensing if applicable.
6. Cutting/overwriting must be signed. The bid will be treated as invalid if cutting /overwriting is not signed.
7. Only follow the formats as given in the commercial bid. Failure to do so may render the bid invalid.
8. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered.
9. **The tenderers are required to spell out the rates of Customs duty, Excise duty, sales tax, in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.**

Company Seal  
Place :

(Authorised Signatory of Company)

**Appendix D**

(Refers to Para 48 of RFP No  
40801/IT/OTA/CCTV/12-13 dt Jul  
2012)

**NON-DISCLOSURE OF CONTRACT DOCUMENTS**

(Article 25 of DPM 2009)

Except with the written consent of the BUYER/SELLER, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

(Authorised signatory of Company)

Date :

**Appendix E**

(Refers to Para 68 of tender Enquiry  
No 3211/IT/FOS/696 dt Jul 2012)

**OEM CERTIFICATE BY BIDDER**

M/s \_\_\_\_\_, hereby commits that our product / services quoted against Officers Training Academy (OTA), Gaya Tender Enquiry **40801/IT/OTA/CCTV/12-13dt Jul 2012** by M/s \_\_\_\_\_ will be supported for a period of three years during warranty and subsequently for another five years during AMC.

Date :

(Authorised signatory  
of Bidder with seal)

Place

Date

(Sign & Seal of OEM)