Request for Proposal

For

Selection of an Internet Service Provider (ISP) for providing MPLS and Internet bandwidth for Implementation of CCTV Surveillance System under Safe City Project of Delhi Police

Safe City Project of Delhi Police

RFP No.: CDACP/Safe City/ISP/2021/326, dated: 04th February 2021

Centre for Development of Advanced Computing

A Scientific Society of Ministry of Electronics & Information Technology, Government of India
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Disclaimer

The information contained in this Request for Proposal document ("RFP document") or subsequently provided to Bidders/Prospective ISP, whether verbally or in documentary or in any other form, on behalf of Delhi Police, Safe City Project by C-DAC is provided to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is neither an offer nor agreement by C-DAC to the Bidders/Prospective ISP(s) or any other person. This RFP document is intended to be and is hereby issued only to the prospective Bidders/Prospective ISPs. The purpose of this RFP document is to provide the Bidders/Prospective ISP(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Bidders/Prospective ISP may require. This RFP document may not be appropriate for all persons, and it is not possible for the C-DAC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidders/Prospective ISP who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidders/Prospective ISP should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The C-DAC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of requirements. C-DAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the facts, requirements and legal provisions expressed herein.

C-DAC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidders/Prospective ISP under any law, statute, rules or regulations or tort, principles of equity or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation in this Selection Process.

C-DAC also accepts no liability of any nature, whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidders/Prospective ISP upon the statements contained in this RFP document.

C-DAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the C-DAC is bound to select a Bidders/Prospective ISP or to appoint the selected Bidders/Prospective ISP, as the case may be, for the Project and the C-DAC reserves the right to reject all or any of the Bidders/Prospective ISPs or Bids without assigning any reason whatsoever.

The Bidders/Prospective ISP shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations, which may be required by the C-DAC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidders/Prospective ISP and C-DAC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidders/Prospective ISP in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Chapter - 1   : Instructions for Bidders

1.1   On-Line Bid Submission
The bidders are required to submit soft copies of their techno-commercial bids electronically through the CPP Portal, using valid Digital Signature Certificates.

1.1.1   Registration on e-procurement Portal
a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (url: https://eprocure.gov.in/eprocure/app).
b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
c. 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.
d. 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 with their profile.
e. 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 DSCs to others, which may lead to misuse.
f. Bidder then can log into the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

1.1.2   Preparation of Bids & adequate attention to NIT, corrigendum, uploading formats, others
a. Bidders should take into account any corrigendum published on the Tender Document before submitting their bids.
b. Bidders should 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 contents of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
c. Bidders, 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 100dpi with black and white option and should be readable.
d. Please spell out any unavoidable deviations, Clause/ Article- wise in your bid under the heading Deviations.
e. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection
f. 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 repeatedly. This will lead to a reduction in the time required for bid submission process.

1.1.3 Successful Submission of bids

a. 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.

b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Document.

c. The server 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.

d. The uploaded Bid documents become readable only after the tender opening by the authorized bid openers.

e. The hard copy of the Tender Fee document should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender.

f. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

1.1.4 Required Assistance to Bidders

Any query 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 on :- 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787, e-mail for Technical - support-eproc@nic.in.

From C-DAC, the following credentials may be referred for assistance:
delhisafecitybid@cdac.in

1.2   Fact Sheet & Calendar of Events

Sr. No.	Item	Description
1	Name of the Assignment	Selection of an Internet Service Provider (ISP) for providing MPLS and Internet bandwidth for Implementation of CCTV Surveillance System under Safe City Project of Delhi Police.
2	Method of Selection	LCS Based
3	Availability of RFP Documents	Download from https://eprocure.gov.in/eprocure/app
4	RFP Document Fee/ Tender document fee (Non-refundable and Not –exempted)	INR 5,000 (INR Five Thousand Only)- inclusive of taxes
6	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
7	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
8	Bank Details for depositing Tender fee/ EMD	**Name of Account:** Centre for Development of Advanced Computing **Name of Bank:** IDBI Bank, Gokhale Road, Pune – 411016, **Account No:** 600104000083030 **IFSC / NEFT Code**: IBKL0000600
9	Release of RFP	04 February, 2021

10	Last date of sending pre-bid queries on RFP	11th February, 2021, 1700 Hrs.
11	Pre-bid Meeting date	12th February, 2021, 1200 Hrs.
12	Venue for pre-bid meeting	Centre for Development of Advanced Computing, S. No 34, Innovation Park, Panchavati, Pashan Road, Pune – 411008
13	Last date for submission of Bids	3rd March, 2021, 1500 Hrs.
14	Opening of Technical Bids	3rd March, 2021 1530 Hrs.
15	Date and Venue of Technical Presentation	15th March, 2021 1100 Hrs. onwards Venue: C-DAC, Pune
16	Opening of Commercial Bids	Will be notified later.

1.3   Acronyms- list of abbreviations (ready reckoner)

Sr. No.	Abbreviation	Full Form
1.	AI	Artificial Intelligence
2.	ANPR	Automatic Number Plate Recognition
3.	AVLS	Automatic Vehicle Location System
4.	C2i	Command & Control
5.	C3i	Command, Control & Communication
6.	C4i	Command, Control, Communication & Compute
7.	CAD	Computer Aided Dispatch
8.	CCTNS	Crime and Criminal Tracking Network and Systems
9.	CCTV	Closed Circuit Television
10.	DC	Data Centre
11.	DCP	District Commissioner of Police
12.	DDoS	Denial of Service Attack
13.	DHQs	District Headquarters
14.	DRC	Disaster Recovery Centre
15.	EMS	Enterprise Management System
16.	ERSS	Emergency Response Support System
17.	FPS	Frames Per Second
18.	GIS	Geographical Information System
19.	ICCC	Integrated Command and Control Centre
20.	ILL	Internet Leased Line
21.	LoI	Letter of Intent
22.	MCCV	Mobile Command Control Vehicles
23.	MHA	Ministry of Home Affairs
24.	ML	Machine Learning
25.	MPLS	Multi-Protocol Label Switching
26.	MSI	Master System Integrator

Sr. No.	Abbreviation	Full Form
27.	MUX	Multiplexer
28.	NCR	National Capital Region
29.	NCT	National Capital Territory
30.	nDRC	Near Data Recovery Center
31.	NIT	Notice Inviting Tender
32.	NMS	Network Management System
33.	NOC	Network Operations Centre
34.	O&M	Operation & Maintenance
35.	PHQ	Police Headquarters
36.	PIU	Picture Intelligence Unit
37.	PoP	Point of Presence
38.	PTZ	Pan–Tilt–Zoom
39.	QoS	Quality of Services
40.	RFP	Request for Proposal
41.	RM	Reactive Maintenance
42.	SLA	Service Level Agreements
43.	UAT	User Acceptance Testing
44.	URL	Uniform Resource Locator
45.	VMS	Video Management System
46.	VPN	Virtual Private Network

1.4   Definitions

1. "**Acceptance of System**": The system shall be deemed to have been accepted by C-DAC & Delhi Police, subsequent to its installation, configuration and deployment of trained manpower, when all the activities as defined in Scope of Work detailed in Chapter 4 of the RFP have been successfully executed and completed to the satisfaction of C-DAC & Delhi Police.

2. "**Acceptance Test Document**" means a document, which defines procedures for testing the deliverables against requirements laid down in the Agreement.

3. "**Applicable Law(s)**": Any statute, law, ordinance, notification, rule, regulation, Judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this contract and during the subsistence thereof, applicable to the Project.

4. "**Agreement**" means the Service Level Agreement to be signed between the successful bidder and C-DAC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

5. "**Authorized Representative**" shall mean any person authorized by the Telecom Service Provider/Internet Service Provider.

6. "**Bid**": Offer by the Bidder to fulfil the requirement of the Authority for an agreed price. It shall be a comprehensive technical and financial response to the RFP.

7. "**Bidder**" means Telecom/Internet Service Provider, who has a license (valid for a period of 03 years from the date of submission of the bid) to establish, maintain & operate bandwidth services in Delhi, required as per the RFP. The word Bidder when used in the

pre- award period shall be synonymous with Bidder and when used after award of the Contract shall mean the successful Bidder with whom C-DAC signs the Service Level Agreement for executing the project.

8. "**C-DAC"** means the Centre for Development of Advance Computing, a key stakeholder for Delhi Safe City Project has been appointed as the Nodal Agency and Total Service Provider for Delhi Police towards the selection of Implementation Agency, conduction of implementation approach of Delhi Safe City Project.

9. "**Contract**" is used synonymously with Agreement.

10. "**Contract Value**" means the price payable to ISP under this Contract for the complete and proper performance of its contractual obligations.

11. "**Corrupt Practice**" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.

12. "**Default Notice**" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.

13. "**Deliverables**" means Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related), inter alia payment and/or process related etc.

14. "**Document**" means any embodiment of any text or image however recorded that includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.

15. "**Effective Date**" means the date on which C-DAC issues the Letter of Intent/ Work Order to proceed subsequent to the Contract is signed, and executed by the Parties hereto.

16. "**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidder (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive C-DAC of the benefits of free and open competition.

17. "**Good Industry Practice**" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

18. "**GoI**" shall stand for Government of India.

19. "Go-Live of respective phase" means the date on which C-DAC issues the certificate for the completion of the deliverables for respective phase.

20. "**Go-Live of project or project Go-Live**" means the date on which C-DAC issues the certificate for the completion of the deliverables for the entire project and O& M Phase of the project starts.

21. "**Intellectual Property Rights**" means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

22. "**Implementation Period**" shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate.

23. "**Law**" shall mean any Act, notification, by- law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Delhi Police or any other Government or regulatory authority or political subdivision of government agency.

24. "**LoI**" means Letter of Intent, which constitutes the intention of the C-DAC to place the Purchase Order with the successful bidder.

25. "**Non-Compliance**" means failure/refusal to comply with the terms and conditions of the tender
26. "**Non-Responsive**" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms/ pro forma or not following procedure(s) mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non- submission of RFP Document/ tender fee and/ or EMD
27. "**Notice**" means: a notice; or consent, approval or other communication required to be in writing under this Contract.
28. "**Operator**" means the entity/company providing the services/executing the project under the Agreement and is used synonymous with Bidder/Successful Bidder for Request for Proposal: MPLS, ILL Services for Safe City Project, Delhi.
29. "**Planned link Outage**" means unavailability of network services due to infrastructure maintenance activities such as configuration changes, up- gradation or changes to any supporting infrastructure.
30. "**Request for Proposal**", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
31. "**Requirements**" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
32. "**Required Consents**" The consents, waivers, clearances and licenses to use Authority Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that MeitY, GoI & their nominated agencies are required to make available to Bidder pursuant to this Agreement
33. "**Service Level**" The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
34. "**Service**" means provision of Contracted service viz., operation, maintenance and associated services for Safe City Project, Delhi Project.
35. "**Service Down Time**"(SDT)means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to C-DAC. The network shall be operational on all days of a year and 24-hours/day within the uptimes specified in the Service Level Agreement (SLA). The network is considered as operational when all Centers at all tiers/levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
36. "**Site**" means the location(s) for which the Contract will be signed and where the service shall be provided as per agreement.
37. "**Successful Bidder**": The Bidder who is qualified & successful in the bidding process and is awarded the work.
38. "**Third Party Agency**" means any agency, if/as appointed by C-DAC for monitoring the Safe City Project, Delhi Project during commissioning and operation.
39. "**Termination Notice**" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
40. "**Unplanned link Outage**" means an instance other than the planned link outage in which no traffic can pass on the selected link through which offices are connected.
41. "**Uptime**" means the time period when specified services with specified technical and service standards are available for the project and its user organizations.
42. "**User Acceptance Test (UAT)**" means the acceptance testing of the network links commissioned as per the requirement.
43. "**Work order**" hall mean a formal order issued by C- DAC to the successful bidder covering delivery timelines, SLA and other terms and conditions.

1.5   Introduction to the Project- Delhi Safe City

Delhi Police is the law enforcement agency of the National Capital Territory, Delhi, providing policing services to the citizens of Delhi through 16 districts. Despite the best efforts of law enforcement agencies, such as dedicated Women helpline Number, Women PCR Vans, special police unit for women and children, anti-stalking helpline and mobile applications such as Himmat Plus designed for women safety, women in the national capital of Delhi tend to feel unsafe in many public spaces.

While safe city is a concept, which is evolving, the Ministry of Home Affairs has issued advisories, where effective measure to be taken to curb crime against women. Some of the important features prescribed for increasing security for women in rural and urban places, inter-alia, include (in terms of Safe City):
   a.   Surveillance through CCTV and technology-based interventions;
   b.   Safety in Public Transportation systems

As part of its endeavors to enhance women safety in Delhi with use of all possible means and resources with utmost efficiency, Delhi Police intends to undertake a Safe City Project with various analytical and Artificial Intelligence tools for safety in public places in Delhi.

The project for implementing this system has been awarded to C-DAC, Pune. As a part of this project, C-DAC hereby invites proposals from eligible Telecom/Internet Service Providers for providing necessary bandwidth and ILL for the project.

The details of MPLS and bandwidth requirements, scope of supply and services, deliverables of the ISP and terms & conditions etc. shall be as stipulated in this document.

1.5.1   Project in Brief

This project involves the convergence of multiple types of field camera feeds to a common centralized point which is the Data Centre. The DC is located at Police Headquarter, Delhi Police, Jai Singh Road, near Bangla Sahib Gurudwara, New Delhi 110001.

There will be Fixed Box, PTZ and ANPR cameras deployed across Delhi serving for the purpose of Women safety. The camera feeds will travel from source to destination through a multi-cast enabled cloud environment across all multi-cast enabled devices. The network backbone is the responsibility of the Telecom Service Provider. All the District Head Quarters and Police Stations will communicate with the DC through a Hub-&-spoke model.

At the Data Centre all the Tier III provisions will be ensured with High Availability measures for IT and Non- IT associated components. The DC will be prepared with highly secured environment which will enable all Video Management algorithms facilitating and bridging all Video Analytics, Facial Recognition, ANPR outcomes to communicate with VMS clients located at DC, Near DR, C4I, 16 DHQs and 182 Police Stations in Work Stations.

The VMS will act as a central bridging point in between the Command & Control, Visualization layer (Video-wall and display screens) and the storage at DC with real time replication of data having alerts & alarms at near Data Recovery site located at Operations & Communications Office, Delhi Police, Shalimar Bagh, New Delhi.

The Video Analytics using AI and ML methodologies is the driving force behind the success of this project and the useful impacts of all the investments done in the envisaged project. The

locations of cameras, the bandwidth requirements, etc. are stipulated in this document. The implemented platform will be used to leverage video feeds from existing/ planned cameras in other schemes as well, henceforth all the data lake formulations and approach should be clearly defined considering scalable aspects.

The system will be integrated with the existing data sets of Delhi Police and other departments (32 Datasets have been identified) projects. The design of system, supply and installation of required hardware and software items, equipment's, cameras etc. will be the responsibility of the Master System Integrator to be appointed separately. The success and timely implementation of the project depends on coordination and synchronization of activities of Internet Service Provider (ISP) and MSI. The ISP is advised to contact the selected MSI for any support required from them. The ISP and MSI are expected to work in smooth coordination for seamless integrations and outcome driven operations.

1.5.2   Project Objective
The citywide network is essentially intended to provide high-speed network connectivity for supporting safe city solutions. The project objectives broadly are as follows:
   a. To provide inexpensive and pervasive connectivity across the NCT of Delhi
   b. To boost digital inclusion among departments and citizens
   c. To provide 24*7 uninterrupted connectivity across the NCT of Delhi
   d. To establish a medium for quick data gathering from multiple sources and faster decision making
   e. To act as a channel for integration of all the NCT of Delhi services
   f. To enable the government to have advanced communication products/platforms and better security and surveillance systems
   g. To provide Network Backbone Connectivity at City Video Surveillance, Public Addressing system & Variable Message display at NCT of Delhi.
   h. To Network Backbone connectivity through MPLS at PHQ (C4I), 16 DHQ (C3I), 182 Police Stations (C2I), Near DR at NCT of Delhi
   i. To provide Network connectivity at respective Viewing Centre falling under their jurisdiction.
   j. To provide Network Connectivity at Police HQ for viewing & respective judicial Police station.
   k. Network Should Support Multicast Traffic
   l. Internet Connectivity at Command & Control Centre

1.5.3   Important Stakeholders for important guidance and contributions
The project requires collaboration between multiple stakeholders for its successful execution. It is therefore important to understand the various stakeholders envisioned to be part of this project and the role that they are expected to play. Following are the critical stakeholders whose involvement will drive the project and enable the establishment of strong project governance:
   i. Ministry of Home Affairs (MHA)
   ii. Ministry of Women and Child Development (MoWCD)
   iii. Delhi Police
   iv. C-DAC (Total Service Provider)- Nodal Agency
   v. Master System Integrator (Implementation Agency)
   vi. Internet Service Provider (Network Bandwidth Provider Agency)
   vii. Civic agencies of Government of National Capital Territory, Delhi (GNCT)
   viii. Power Distribution Companies of Delhi

1.5.4   Delhi Police Functioning Structure and administration

Delhi Police is headed by the Commissioner of Police. The entire portfolio of functions is divided into 16 districts of Delhi NCT. There are 7 Range Offices which regulates the respective groups of District Offices.

The key decision taking entities regarding Delhi Safe City includes the Spl. Commissioner of Police at PHQ and Deputy Commissioner of Police (DCP) at the District level.

Henceforth, the following propositions of Command and Control have been envisaged to empower PHQ, Districts Offices, and Police Stations for effective facilitation of Decision Support System:

Sr. No.	Office	Envisaged Facility
1.	PHQ	Integrated Command, Control, communication and Compute (C4i) center
2.	Districts	Command, Control and Communication (C3i) center
3.	Police Station	Command and Control (C2i) center

1.5.5   Governance Structure for Safe City Project of Delhi Police
   a.   National Level Committee (Home Secretary, GoI)
   b.   State Level Apex Committee under the chairmanship of CP, Delhi
   c.   Steering Committee chaired by Spl. CP
   d.   Technical Committee chaired by Spl. CP
   e.   Purchase Committee chaired by Spl. CP
   f.   TSP (Total Service Provider/C-DAC) for Project monitoring

1.6   General
   a.   While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s), Bidders must conduct their own due diligence and form their own conclusions about the solution(s) needed to meet C-DAC requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
   b.   All information supplied by Bidders as part of their Bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by C-DAC on the basis of this RFP.
   c.   No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of C-DAC. Any notification of preferred bidder status by C-DAC shall not give rise to any enforceable rights by the Bidder. C-DAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of C-DAC.
   d.   Telex, cable or facsimile Bids will be rejected.
   e.   For any assistance, the Bidders can contact the following officer as per their convenience on the address given below:
   Department: MMG Group of C-DAC
   Email Id: delhisafecitybid@cdac.in

1.7   Compliant Bids/Completeness of Response
   a.   Bidders are advised to carefully study all instructions, forms, terms, requirements and other information in the RFP document. Submission of the Bid shall be deemed to have

been done after careful study and examination of the RFP document with full understanding of its implications.

b. The Bidder must comply the Eligibility/Pre-Qualification criteria as stipulated at Para 2.1.3 Chapter 2 of this document.

c. Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:

   i.   Include all documents specified in this RFP, in the Bid
   ii. Follow the format of this RFP while developing the Bid and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP

1.8 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels and Schedules of this RFP. If Bidder has any doubts/clarifications as to the meaning of any portion of the conditions, he shall get them clarified before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to C-DAC in writing in order that such doubt may be removed or clarifications are provided in the manner set out in the RFP.

1.9 Bid Preparation Costs

The Bidder shall bear all costs associated with the preparation and submission of its Bid, for the purposes of clarification of the Bid, if so desired by C-DAC.

1.10 Pre-Bid Meeting & Queries

A pre-bid meeting will be arranged for sorting out the queries raised by the bidders. The date, time and venue of the pre-bid meeting is given in Fact Sheet

The queries and/or request for any clarification regarding the RFP document and any other item related to this project should be submitted in the MS-Excel sheet format given below, along with name and details of the organization. The queries should be sent to delhisafecitybid@cdac.in on or before the last date for sending queries, given in Fact Sheet.

Name of Bidder:					
Sr. No.	Chapter No	Para No	Page No	Clause/ Content in the RFP	Suggestive input/ clarification for the Content in the RFP
1					
2					
.					

The clarifications, replies to queries will be compiled and will be uploaded on www.eprocure.gov.in in due time.

C-DAC shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by C-DAC.

Pre-bid meeting will be held as per details given in Fact Sheet and Calendar of Events, given para 1.2 of Chapter 1. The representatives attending the pre-bid meeting should carry appropriate authority letter with them.

1.11 Responses to Pre-Bid Queries and Issue of Corrigendum

C-DAC shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

C-DAC shall endeavor to provide timely response to all queries. However, C-DAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith. C-DAC does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by C-DAC exclusively through a corrigendum and in writing. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of C-DAC.

Any corrigendum/notification issued by C-DAC, subsequent to issue of RFP, shall only be available/hosted on CPP Portal and on C-DAC web site.

1.12 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

RFP Document Fee/ Tender Fee of (As mentioned in the facts sheet) shall be paid at the time of submission of bid through online mode only. The tender fee shall be non-refundable and/or non-adjustable.

Without the payment of tender fee, the Bid shall be deemed as incomplete and non-responsive and shall not be considered. There would be a processing fess which should be paid through online mode only.

1.13 Two e-bids System

The two e-bids system will be followed for this RFP. In this system, bidder must submit their technical bid documents and Commercial bid in separate packets as explained below:

The documents comprising "Technical Bid" and "Commercial Bid" must be uploaded (in pdf format) in the e-packets A and B, as given below.

1.13.1 E-Packet A: "Technical Bid"

a. Covering letter **(Annexure 1)** signed by authorized person of the bidder.
b. The authority letter issued by the competent authority of the bidder, authorizing the signatory to sign the bid documents, as per format given in **Annexure 2**.
c. The bidder's information, as per format given in **Annexure 3**.
d. Scanned copy of Demand draft /e-payment receipt towards Document Fee, drawn in favor of C-DAC payable at Pune. The Demand Draft / e-payment receipt must reach physically at the place of Opening of the RFP document on or before the Due Date and Time of the RFP Submission.
e. Undertaking by the bidder towards Earnest Money Deposit (EMD) as per format given in **Annexure -4**

f. The copy of registration certificate or a declaration in compliance with the provisions stipulated in office memorandum F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI.

g. Copies of audited balance sheets for the financial years 2019-2020, 2018-2019 and 2017-2018 pertaining to bidder or Certificate from the Statutory Auditor/CA certifying the annual turnover of bidder in years 2019-2020, 2018-2019 and 2017-2018.

h. Check-list of documents uploaded, as per **Annexure -5**

i. A self-attested copy of Partnership deed / Memorandum and Articles of Association/ Registration certificate etc., as applicable.

j. Self-attested copies of GST registration certificate, as applicable.

k. Self-attested copy of PAN card, if applicable.

l. Self-certificate stating that the Bidder has not been blacklisted by any Central/State Government Department/Organization. (**Annexure – 7**).

m. Documents in support of eligibility criteria stipulated at para 2.1.3 of Chapter 2.

n. Copy of the valid telecom/Internet license issued by the competent authority of India, for providing required telecom/Internet services.

o. Details pertaining to overall project implementation approach, Phase wise scope and overlapping of activities, how time lines could be met, availability of qualified manpower, deployment plan, etc.

p. The line diagrams, drawings, GA Layouts, network diagrams, maps etc. as required for implementation of project.

q. Duly filled Technical Bid with proper seal and signature of the authorized person (with name, designation, email id and contact no.). The Technical bid includes number and bandwidth requirement at each location, details of existing network infrastructure, details of network planned for this project and implementation plan offered by the bidder against this RFP.

r. The printed catalogue / leaflet, data sheets, tables, charts etc. (if applicable) on the solution offered.

s. Copies of Certificates towards country of manufacture of major items – routers, switches, cables etc.

t. Project implementation plan, list of skilled manpower to be deployed on this project

u. Copies of orders/contracts/projects completed by the bidder, in support of pre-qualification requirements stipulated at Chapter – 2 of this document.

v. Un-priced commercial bid (with prices blocked) actually uploaded on CPP portal, along with the commercial terms and conditions.

w. Total responsibility undertaking, as per format given in Annexure - 9.

1.13.2 On-line e-Packet B: "Commercial e-Bid "shall contain: (.xls format only)
The Commercial e-Bid completed in all respects as per format given in **Chapter –5** of this document.

Notes:

a. The bidders should upload the online bid sufficiently in advance, in anticipation of network problems- if any. Any problem related to connectivity with e-procurement website will not be considered as sufficient cause for extension of the due date.

b. Please do not upload "Commercial Bid" (prices quoted) in the technical bid folder. If the price quoted is submitted / leaked with technical bid, the bid will be disqualified and summarily rejected.

c. Please note that Prices should NOT be indicated in the Technical Bid.

d. All the documents submitted towards eligibility of pre-qualification/eligibility criteria should be arranged as per the **Annexure -10**.

e. All the pages of the Bid must be sequentially numbered. The Bid documents must contain checklist in the beginning of the document, should specify list of contents with page numbers.

f. The original Bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initiated by the person (or persons) who sign(s) the Bids.

g. All pages of the Bid shall be initiated and stamped by the person (or persons) who sign the Bid.

h. Telex, cable or facsimile Bids or bids in hard form will be rejected

1.13.3 Both the technical bid and commercial bid should be addressed to:

Executive Director
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune - 411 008, Maharashtra, India.

1.14 Bid Validity Period

Bid shall remain valid for 180 days from the date of submission of bid.

The validity of the bid may be required to be extended beyond this period. C-DAC shall formally request bidder for extension of validity period. Accordingly, the bidder may extend the validity of the bid and also extend validity of the Bank Guarantee towards EMD for such period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the Bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

1.15 Language of the BID

The Bid should be prepared and submitted by the Bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall prevail.

1.16   Hand written documents, Erasures or Alterations

The bids shall be neatly typed/printed. The hand-written document shall not be accepted. The offers containing erasures or alterations will not be considered.

1.17   Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Financial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

1.18   Amendment of Request for Proposal

At any time prior to the due date for submission of Bid, C-DAC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the terms & conditions, quantities, bandwidth requirement or other requirements stipulated in RFP document by amendments. Such amendments shall be uploaded on C-DAC website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective Bidder(s) to check CPPP/ C-DAC's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, C-DAC shall not be responsible.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their Bids, C-DAC/ Delhi Police, at its discretion, may extend the deadline for submission of Bids. Such extensions shall be uploaded on CPPP/ website of C-DAC.

1.19   Bid Price

Price Bid shall be as per the format provided in the RFP. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between C-DAC and the Bidder.

Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total Bid Price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. The applicable rates of GST for each line item must be mentioned separately.

1.20   Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bids with deviation(s) to the clauses and/or outlined scope mentioned in the RFP and/or non-submission of required documentations are liable for rejection.

1.21   Total Responsibility

Bidder should issue an undertaking for taking total responsibility for the defect free operation with effective SLAs of the proposed solution as per the format mentioned in **Annexure 9.**

1.22   Last Date of submission/ uploading of bids

a.   The on-line bids, complete in all respect should be uploaded through www.eprocure.gov.in/eprocure/app on or before the date given in Fact Sheet.

b.   The bidders are advised to upload the documents at least one day before the last date for uploading of documents, in order to avoid the possibilities of any last minute surprises/uncertainties. C-DAC does not take any responsibility towards technical snags pertaining to CPP Portal and/or connectivity issues.

c.   It may please be noted that the originals of Demand Drafts, Bank Guarantees etc. must be submitted on or before last date of submission of bids. C-DAC shall not be responsible for any postal delays or any other reason, for non-receipt of the tender fees etc. in the specified time and resulting in disqualification /rejection of the bid.

1.23   Late Bids

a.   Bids received beyond the submission date and time mentioned in this RFP shall summarily be rejected and not considered for evaluation.

b.   The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence shall be entertained in this regard. Bids submitted only in accordance with the procedures and guidelines laid down in this RFP shall be considered valid and due for evaluations.

c.   C-DAC shall not be responsible for any non-receipt/non-delivery or delay in delivery of the documents due to technical snag whatsoever at Bidder's end, No correspondence regarding such non-submissions shall be entertained.

d.   C-DAC reserves the right to modify and amend any of the above-stipulated condition/criterion.

1.24   Right to Terminate the Process

C-DAC may terminate the RFP process without assigning any reason whatsoever. C-DAC makes no commitments, express or implied, that this process guarantees any Bidder the allotment of this project in question. This RFP does not constitute an offer by C-DAC.

1.25   Non-Conforming bids

A Bid may be construed as a non-conforming bids and ineligible for consideration:

a.   Non-Compliance of any clause(s) of this RFP.

b.   If a Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

1.26   Acceptance/ Rejection of Bids

a.   C-DAC reserves the right to reject in full or part, any or all Bids without assigning any reason thereof. C-DAC reserves the right to assess the Bidder's capabilities and capacity. The decision of C-DAC shall be final and binding.

b.   Bid should be free of over writing. All erasures, correction and/or addition must be clearly written and duly attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, C-DAC reserves the right to reject the Bid and forfeit the EMD.

If there are any discrepancies in the Financial Bid, it shall be subjected to the following:

a. If, in the Price Bid structure quoted for the required goods/services/works, there is any discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
c. If there is a discrepancy between words and figures, the amount in words shall prevail.
d. Any discrepancies found in the offer may be intimated to the Bidder and C-DAC may request the Bidder clarification for the same within a stipulated timeframe. C-DAC reserves all the rights to take appropriate decisions as it may deem fit upon receiving the clarifications for such discrepancies. The decision taken by C-DAC on such matter(s) or otherwise shall be final and binding.

1.27 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Bidder who are proposed to be deployed on the Project need to furnish a Non-Disclosure Agreement (NDA).

The list of locations and the facility to be developed will be shared after signing the NDA document.

1.28 Bid Disqualification

The Bid is liable to be disqualified/ a proper explanation may be called in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
a. During validity of the Bid, or its extended period, if any, the Bidder increases its quoted prices;
b. The Bidder's Bid is conditional and has deviations from the terms and conditions of RFP;
c. Bid is received in incomplete form;
d. Bid is not accompanied by all the requisite documents;
e. Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any;
f. Financial Bid is enclosed with the same document as Technical Bid;
g. Bidder tries to influence the Bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process;

1.29 Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the

contrary contained in this RFP, C-DAC shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

Without prejudice to the rights of C-DAC, if a Bidder is found by C-DAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract/Work Oder such Bidder shall not be eligible to participate in any tender or RFP issued by C-DAC during a period of 3 years from the date such Bidder is found by C-DAC to have directly or through an agent, engaged or indulged in any Prohibited Practices.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
"*corrupt practice*" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of C-DAC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of C-DAC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of C-DAC in relation to any matter concerning the Project;

"*fraudulent practice*" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

"*coercive practice*" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

"*undesirable practice*" means (i) establishing contact with any person connected with or employed or engaged by C-DAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

"*restrictive practice*" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

1.30 Conflict of Interest

a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, C-DAC shall take appropriate action as provided in Annexure -4 if available, as compensation and damages payable to C-DAC for, inter alia, the time, cost and effort of C-DAC including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to C-DAC hereunder or otherwise.

b. C-DAC requires that the Bidder provides solutions which at all times hold C-DAC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of C-DAC.

1.31 Sub-Contracting

The Bidder would not be allowed to sub-contract work, except for the following:

Facility Management Staff at Ground maintenance, excavation, fiber laying, civil work, Space management, Utilities management Cleaning, Vending Space management, Utilities management, etc. and associated manpower.

Sub-contracting shall be allowed only with prior written approval of C-DAC.

However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the Successful Bidder. The Successful shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor.

1.32 Right to vary quantity

a. Though the contract will be awarded for the cumulative bandwidth requirement of 69.5 Gbps, C-DAC assures to avail the bandwidth of 56 Gbps for all the phases put together and payment for same. However, during the implementation of project, the requirement of bandwidth and allied services originally specified in the contract may be increased up to 25% for all the phases put together. It shall be without any change in the unit prices offered by the bidder or other terms and conditions of the Bid and the bidding documents.

b. During the contract period, if any more sites are added within NCT of Delhi or additional bandwidth over and above 69.5 Gbps is required for the additional sites, the Bidder will have to provide additional bandwidth for the added locations at the same rate as per the rate for the respective location category mentioned in the PO.

1.33 Withdrawal, Substitution, and Modification of Bids

a. No Bid may be withdrawn, substituted, or modified in the interval between the Bid submission deadline and the expiration of the Bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the Bid Security.

b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

  c. Bids withdrawn shall not be opened and processed further.

1.34 **Site Visit for preparation of the bid**

  a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

  b. It is strongly recommended that bidders may conduct their own studies and surveys as per the requirement of RFP wherever necessary, prior to the proposal submission at their own costs.

  c. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

(End of Chapter – 1)

Chapter - 2   Conditions of Contract

2.1 Special Conditions of Contract

2.1.1   Signing of Agreement and Release of Payments

The Agreement for project implementation will be signed between selected bidder and C-DAC, Pune.

The draft of the Agreement is given in Chapter 6 of this document. However, all the terms and conditions stipulated in this tender shall also be the part of the Agreement to be signed.

All the invoices should be raised in the name of C-DAC Pune. The payments as stipulated in the Contract will be released by C-DAC, Pune on approval of competent authority from C-DAC.

2.1.2   Bid Security/ Earnest Money Deposit (EMD)

The bidder must submit declaration towards EMD / bid security, as given in '**Annexure - 4**' subject to the conditions stipulated therein.

2.1.3   Pre-Qualification Criteria (Eligibility Criteria)

The bidders complying with following criteria shall be short listed as eligible bidder.

a. All the applicable documents and financial instruments listed in **Chapter – 1** (Two e-bids System) must be submitted/uploaded on CPP portal.
b. The bidder must be an entity registered in India under applicable Rule/ Law of India.
c. Bidder should have valid PAN and GST Certificate.
d. The bidder must comply with the requirements stipulated in Office Memorandum: F/No/6/18/2019-PPD dated 23rd July, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance and GoI.
e. The solution offered must comply with the provisions of Order No P-45021/2/2017-PP (BE-II). Dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI read with order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI.
f. The Internet Service provider (ISP) should have Unified Access Service License (UASL) in their name. The copy of UASL should be enclosed with the bid.
g. The bidder should have Class "A/B" ISP License for providing Internet and NLD License for MPLS Services. Valid License copy to be submitted.
h. The bidder must have been in the business of offering ISP services and delivering MPLS services for last at least 03 years.
i. The bidder must have a branch office or works within the NCT of Delhi area. If not, the bidder must open a branch office in NCT of Delhi within 03 months from the date of contract- if awarded. The bidder must submit an undertaking to this effect, along with the Technical Bid. (e-packet A).
j. ISP should have 24x7x365 online call login facility through e-mail, toll free no. & call login portal. Bidder is expected to provide the help desk support through dedicated

Man-power at Control Centre for Smooth running of the Project. The bidder need to provide the proof supporting the same.

k. The bidder must have ISO/IEC 27033 certification/s or TL 9000 or equivalent Certification. The certifications must have sufficient validity till completion of project. The copies of said certificates must be uploaded in e-packet A.

l. The bidder must have average annual sales revenue/turn-over of at least Rs. 75.00 Cr for of the last three financial years, 2017-2018, 2018 -2019 and 2019-2020. However, the annual turnover for each of the three financial years should not be less than Rs. 50.00 Cr per year.

m. All the Bidders should have positive net worth as per the audited consolidated financial statements in each of the last 03 financial years. The copies of audited balance sheets must be uploaded along with the technical bid

n. The bidder must have successfully completed at least one project of MPLS network for providing MPLS bandwidth of at least 15 GBPS in a single project in India during last 3 financial years.

o. The bidder should have its backbone network on Fiber to provide the Telecom services (valid/renewed up to the contract period).

p. The bidder should have compliance to IPv6 on the Internet backbone with Dual Stackable capacity.

q. As on date of submission of bid, the bidder should have minimum capacity of 100 Gig on the backbone in Delhi Circle to cater the overall requirements for this Project.

r. As on date of submission of bid, bidder should have own/long term leased fiber network of minimum 3000 Km across Delhi Circle.

s. Bidder should have its own established Office and service support framework in Delhi to support the smooth functioning of the project. Also, bidder should provide the dedicated Manpower at Command & Control Centre or any other location suggested by the department for Service life cycle support.

t. Bidder should have commissioned at least 03 nos. of MPLS Network Projects with minimum two projects each with 100 numbers or more links in India during last 03 financial years.

u. The bidder must quote for the entire scope of supply and services, as stipulated in this RFP.

v. The bidder must not be black-listed or debarred from bidding process by any of the Central or State Governments of India, PSUs, or Autonomous Institutions, as on date of uploading the bids. The bidders must submit an undertaking to this effect, as per attached **Annexure 7.**

Notes:
The bidders – in their own interest, must upload the necessary and sufficient documents in support of the criteria stipulated above. C-DAC reserves the right to disqualify / reject the bid if bidder does not comply with any one or more of the criteria stipulated above.

2.1.4   Exemptions
If in the view of bidder, any exemption/relaxation is/are applicable to them from any of the eligibility requirements, under any Rules, process, Guidelines, Directives of

Government of India, bidder may submit their claim for the applicable exemption/relaxation, quoting the valid Rule, process, Guidelines or Directives. In this case the bidder must submit necessary and sufficient valid documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted.

2.1.5   Opening of Bids

There will be Two Bid-opening events as follows:

Event 1: Opening of Technical Bids (e-packets A)

The venue, date and time for opening the technical bids shall be as mentioned in the Fact Sheet.

The Technical e-bids will be opened - online on the date given in tender schedule, through www.eprocure.gov.in/eprocure/app portal at:

Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road, Pune 411 008,
Maharashtra, India.
Tel No.: 020-2550 3673-75.
E-mail: delhisafecitybid@cdac.in

The representatives (maximum two) of bidders are welcome to attend the opening of the 'on-line' technical e-bids.

Note: Please do not put "Commercial Bid" (prices offered) in the technical bid documents e-packet A. If the price offered is submitted / leaked with technical bid, the tender will be rejected at the sole discretion of C-DAC.

Event 2: Opening of Financial Bids (e-packet B)
a. The Financial Bids of only those Bidders will be opened who clear the Pre-Qualification criteria as stipulated in para 2.1.3 of this chapter. The decision of C-DAC's bid evaluation committee in this regard will be final and binding on bidders. C-DAC's bid evaluation committee will be authorized to take appropriate decision on minor deviations, if any.
b. The date, time and venue of opening of commercial bids will be informed later to the qualified bidders. The representatives (maximum two) of bidders are welcome to attend the opening of the `on-line' commercial e-bids. The bidder's name, bid prices and other appropriate details will be displayed at the time of the opening of the commercial bids.

2.1.6   Clarification on Bids

During the Bid evaluation, C-DAC may, at its own discretion, ask the Bidder for any clarification(s) of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted. C-DAC's decision on the clarification(s) received shall be final and binding.

2.1.7   Tender Evaluation Committee (TEC)

C-DAC shall constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Tender Evaluation Committee shall evaluate the responses to the

RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of Bids shall be final and binding. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings with or presentation from the Bidders to seek clarifications or confirmations on their Bids.

The Tender Evaluation Committee reserves the right to reject any or all Bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.1.8   Evaluation Process
The steps for evaluation are as follows:
a. Stage 1: Pre-Qualification
  i.   C-DAC shall carry out the preliminary examination of the technical bid documents submitted in e-packet A to check the compliance with pre-qualification requirements/ Eligibility Criteria stipulated at para 2.1.3 of Chapter 2 of this document.
  ii.   **Each of the Pre-Qualification Criteria mentioned in the RFP is MANDATORY**. The bidders meeting all the Pre-Qualification requirements shall only qualify for opening of commercial bids. In case, the Bidder does not meet any one or more of the criteria, the bid shall be disqualified.
  iii. The bidder will be required to give the technical presentation to the TEC on the solution offered and implementation methodology.
  iv.   The duly constituted Technical Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

b. Stage 2: Financial Evaluation
   The Financial Bids of only those Bidders will be opened who clear the Pre-Qualification criteria as stipulated in para 2.1.3 of this chapter.

   The total prices (All- inclusive) quoted by the bidders for the respective number of calendar quarters (as per column number 02 of the price bid format) for all the phases along with the applicable GST, as per the price bid format will be considered for the purpose of evaluation and comparison of bids.

   The bandwidth requirements for respective phases and their time periods in number of calendar quarters are tentative and will be considered only for the purpose of evaluation of bids and determining the lowest bidder.

2.1.9   Award of Contract /Order
   The contract will be awarded on the basis of Lowest Cost System (LCS). C-DAC reserves the right to award the contract to the bidder offering lowest price including GST.

The scope of contract will be for the deliverables as stipulated in this document. A contract will be signed on receipt of performance bank guarantee from the selected bidder. The draft contract form is provided in RFP Chapter 6.

Delhi Police may enter into a contract after expiry of contract awarded by C-DAC for another three years. However, the prices quoted by the bidder for additional years at column numbers 07,08 and 09 of the Price Bid format will be binding on successful service provider if the Contact/Order is placed by Delhi Police for these services.

2.1.10   Notification of Award

C-DAC will notify the Successful Bidder confirming the selection of the Bidder. The Bidder shall confirm the acceptance of the same in writing within 05 (five) days.

2.1.11   Locations for Delivery and Project Implementation

The MPLS and internet bandwidth for this project is required to be provided and activated /commissioned within the NCT of Delhi region. The locations for DC, near DR, C4i, C3i , C2i, and field locations are indicated in the location map, and same will be shared post the signing of the Non- Disclosure Agreement (NDA) with selected bidder.

2.1.12   Prices

a.   The bidder must quote the prices in INR only.
b.   The bidder must quote for all the items covered in the price bid, and as per format given in Chapter – 5.
c.   The quarterly prices quoted at column number 07, 08 and 09 of the price bid format must not be more than the quarterly prices quoted at column number 05.
d.   The prices quoted must be inclusive of freight, insurance, packing, loading/un-loading charges etc. to be incurred till completion of deliverables of the ISP.
e.   The prices must be inclusive of all the charges to be incurred for obtaining permissions, NoC, permits etc. from concerned statutory authorities. The application fees, stamp duties etc. required to be paid- if any shall be paid by the selected ISP.
f.   The prices shall be inclusive of digging charges, erection charges, electricity charges, communication charges, allied charges, testing, training and completing the acceptance criteria, etc.
g.   Price should be inclusive of any survey/Joint Survey with MSI, Planning, Implementation, Report Generation, SLA Based Services, Manpower to manage SLA and troubleshooting, Reporting, Documentation, Review meetings.
h.   The prices shall be inclusive of charges towards conducting acceptance tests till the project is formally handed over to the end user.
i.   The prices quoted should remain firm for the respective period as per price bid format.
j.   A conditional bid or a bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.
k.   All prices should be quoted excluding applicable GST. Bidder must indicate rates of current applicable GST separately for each line item. C-DAC/ Delhi Police will not issue any tax exemption/ concession certificate.
l.   In case of change in Government statutory taxes/ duties, the taxes and / or duties applicable as on date of supply will prevail.

Note: The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the bidder's own expense.

It is strongly recommended that Bidder may conduct their own studies and surveys as per the requirement of RFP wherever necessary, prior to the proposal submission at their own costs.

No site visits shall be arranged or scheduled after the deadline for the submission of the bids and prior to the award of Contract.

2.1.13   Performance Security

Within 15 days of award of contract, the Successful Bidder will be required to furnish the Performance Security in the form of Unconditional Bank Guarantee for 03% of the contract/order value.

The Performance Security can be submitted in the form of Bank Guarantee issued by any Commercial Bank in the name of C-DAC, Pune, payable/ negotiable at Pune. The Bank Guarantee shall be unconditional and irrevocable as per the format given in **Annexure -6.** The PBG can also be submitted through electronic transfer, as per details given in Fact Sheet.

The Performance Security shall remain valid for the contact period. However, if the deliverables as stipulated in this document are delayed, the successful bidder has to extend the validity of Bank Guarantee till the deliverables are completed.

The Performance Bank Guarantee deposit will be returned within 30 days of expiry of contract period and against submission of Completion Certificate issued by C-DAC towards completion of deliverables as stipulated in this document.

C-DAC shall have right to invoke the Bank Guarantee submitted towards Performance Security if the bidder is unable to perform obligations under this RFP as given under:
  a. Mobilization/Initiation of activities pertaining to project implementation, within 1 month from the date of award of contract/order.
  b. Provide services as scope of work stipulated in the order/contract Chapter 4.
  c. To provide the services in compliance with SLA stipulated at para 4.14 of Chapter 4.

The Performance Bank Guarantee may be discharged/returned by C-DAC upon being satisfied that the bidder has fully discharged their contractual obligations and that the project implementation performance is satisfactory. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), C-DAC shall have the right to invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of C-DAC under the contract in the matter, the proceeds of the PBG shall be payable to C-DAC as compensation for any loss

resulting from the Successful Bidder's/ ISP's failure to perform/comply its obligations under the contract.

C-DAC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the Bidder is in default. C-DAC shall also be entitled to make recoveries from the Bidder's bills, Performance Bank Guarantee, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.

In case the Project is delayed beyond the Project Schedule as mentioned in RFP the Performance Bank Guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP.

2.1.14   Phase-wise Timelines for ISP Linked with Payment Schedule

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by ISP by the specified completion date herein and/ or the RFP.

The Delhi Safe city Project will be implemented jointly by C-DAC, Successful MSI and Successful ISP. The project will be completed in phased manner as given below and both MSI and ISP are expected to extend their cooperation to achieve the timelines.

Phase 1 includes 06 Districts of Delhi covering 75 Police Stations (C2I) and 1360 Locations. This would also involve 'as-is assessment' and the Blueprinting of a Data Centre, Integrated Command, Control, Communication & Compute center (C4I) at Police HQ, Command, Control & Communication (C3I) at District Head Quarter and Command & Control center(C2I) at Police Stations along with respective IT and Non IT Infrastructure including installation and commissioning of the Filed devices. Phase1 includes the procurement of 1 MCCV & also Integration of 32 existing Databases.

Phase 2 shall cover additional 04 districts with 45 Police Stations (C2I) with 836 Locations. This would involve commissioning of near Disaster Recovery Center (nDR), Command, Control & Communication (C3I) at District Head Quarter and Command & Control center(C2I) at Police Stations along with respective IT and Non IT Infrastructure including installation and commissioning of the Filed devices. Phase 2 includes the second MCCV procurement.

Phase 3 shall cover additional 06 districts with 62 Police Stations (C2I) and 1155 Locations. This would involve commissioning of Command, Control & Communication (C3I) at District Head Quarter and Command & Control center(C2I) at Police Stations along with respective IT and Non IT Infrastructure including installation and commissioning of the Filed devices.

Phase 2 and Phase 3 will be running concurrently, so that the whole project should be completed in the given timeline.

The bandwidth requirement for respective phases shall commence from the date of Go-Live of the respective phase and shall be for a period of minimum 03 years' from the project Go-Live.

The payments to ISP shall be released in phased manner after the successful completion of the target milestones for the respective phase. The detailed Phase wise timelines linked with Payment Schedule for ISP are as under:

1.	**Selection of the ISP and issue of Work Order**	**T**	**Payment (%)**
2.	**Work Order/ Contract Between C-DAC and ISP**	**T+1 week**	**Advance to ISP:**
			10% of the Contract Value will be given against Submission of ABG (Advance Bank Guarantee) of 10% as per format given in RFP
			Performance Bank Guarantee:
			Submission of PBG (Performance Bank Guarantee) of 10% of the contract value at the time of Contract signing.
4.	Kick-off Meet	T+2 week	
5.	Project Inception Phase /Team Mobilization from issue of Work Order	T+6 week	
C.	**Phase-1 (06 Districts) : Laying of Fibre and providing the Bandwidth at the identified locations for Phase 1 as per Scope of Work of ISP**		
6.	Joint Site Survey of Phase 1 Locations	T+6 Weeks	
7.	Submission of ROW Application to Various authorities	T+6 Weeks	
8.	Getting the approval from Authorities	T+10 Weeks	
9.	Pit Digging , Laying of duct	T+10 Weeks to	
10.	Fiber Termination, Integration & splicing	T +30 Weeks	
11.	Chamber Installation, Route Marker Installation		
12.	SFP & Patch Cord Installation		
13.	Provision of Circuit		
14.	Testing the Circuit	T+12 weeks to T5B+32 Weeks	

15.	Circuit Handover		
16.	Completing Phase-1 ISP activity (As per the Scope of Work)	T+6 Week to T+32 Week	
17.	Commencement of providing bandwidth and its allied services after Go-Live of Phase -1.		Quarterly charges towards bandwidth at actuals shall be paid for Phase-1 at the end of each month.
D.	**Phase-2 (04 Districts) : Laying of Fibre and providing the Bandwidth at the identified locations for Phase 1 as per Scope of Work of ISP**		
18.	Joint Site Survey of Phase 2 Locations	T+18 Week	
19.	Submission of ROW Application to Various authorities	T+18 Week	
20.	Getting the approval from Authorities	T+21 Week	
21.	Pit Digging , Laying of duct	T+21 Week to	
22.	Fiber Termination, Integration & splicing	T+40 Week	
23.	Chamber Installation, Route Marker Installation		
24.	SFP & Patch Cord Installation		
25.	Provision of Circuit		
26.	Testing the Circuit		
27.	Circuit Handover		
28.	Completing Phase-2 ISP activity (As per the Scope of Work)	T+6 Week to T+40 Week	Quarterly charges shall be paid of the bandwidth for Phase-2 at the end of each month.
29.	Commencement of providing bandwidth and its allied services after Go-Live of Phase -2.		Quarterly charges shall be paid for actual bandwidth provided for Phase1 & Phase-2, at the end of each month.
E.	**Phase-3 (06 Districts) : Laying of Fibre and providing the Bandwidth at the identified locations for Phase 1 as per Scope of Work of ISP**		
30.	Joint Site Survey of Phase 2 Locations	T+26 weeks	
31.	Submission of ROW Application to Various authorities	T+26 weeks	

32.	Getting the approval from Authorities	T+29 weeks	
33.	Pit Digging , Laying of duct	T+29 weeks to	
34.	Fiber Termination, Integration & splicing	T+48 weeks	
35.	Chamber Installation, Route Marker Installation		
36.	SFP & Patch Cord Installation		
37.	Provision of Circuit		
38.	Testing the Circuit		
39.	Circuit Handover		
40.	Completing Phase-3 ISP activity (As per the Scope of Work)	T+6 Week to T+50 Week	Quarterly charges shall be paid of the bandwidth for Phase-3 at the end of each month.
41.	Commencement of providing bandwidth and its allied services after Go-Live of Phase -3.		Quarterly charges shall be paid for actual bandwidth provided for Phase-1, Phase-2 and Phase-3, at the end of each month.
F.	**Phase-4:**		
39.	After GO-live of Phase -3		The charges towards actual total bandwidth provided (cumulative for Phase-1, Phase-2 and Phase-3) will be paid on pro-rata basis at the end of each quarter. Advance amount given will be deducted in equal instalments from each quarterly payment. The deductible amount towards penalties, SLAs will deducted from each quarterly payment.

Note:

- The ISP should raise the invoice including taxes for the services. While claiming payments at each stage, the copy of certificate issued by C-DAC towards providing the services must be enclosed with invoice.
- The applicable TDS will be deducted from the invoice/s. The certificate/s towards TDS will be issued at appropriate time.

- The quarterly payable amount towards charges shall be paid, subject to approval by C-DAC. The SLA charges towards not meeting the uptime requirement- if any, shall be deducted from the amount payable.)

Two Districts of Phase I (in coordination among MSI and ISP) will be implemented on priority to ensure PILOT execution. The timeline for the aforementioned PILOT will be 4.5 months from the contract signing and ISP should ensure that the connectivity for these 02 districts should be established.

2.1.15   Liquidated Damages

If the ISP fails to meet the timeline agreed mutually at the time of deciding the final timeline or not perform the Services within the time period specified in the Contract/Order, the C-DAC/Delhi Police 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% (half) percent of the or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten Percent) of the undelivered Equipment/Services.

The Successful Bidder shall attend immediately to any faults reported or work requested by C-DAC/Delhi Police. The response time and repair time shall not exceed the time stipulated in this contract. ISP shall be subjected to liquidated damage (LD) if the response time and repair time exceeds the stipulated times, without any justifiable reason.

2.1.16   Penalties for Non/Under Performance

C-DAC reserves the right to levy and recover the penalties in case of non/under performance for the reasons attributed to the ISP. The nature, quantum and method of computing these penalties shall be based on SLAs described at Para 4.14 Chapter 4 of this document.

2.1.17   Termination

C-DAC may, terminate this Contract in whole or in part by giving ISP a prior and written notice of 30 days in advance indicating its intention to terminate the Contract under the following circumstances:

a. Where C-DAC is of the opinion that there has been such Event of Default on the part of ISP / ISP's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of ISP to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

b. Where it comes to C-DAC's attention that ISP (or ISP's Team) is in a position of actual conflict of interest with the interests of C-DAC/Delhi Police, in relation to any of terms of ISP's Bid, the RFP or this Contract.

c. Where ISP's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against ISP, any failure by ISP to pay any of its dues to its creditors, the institution of any winding up proceedings against ISP or the happening of any such events that are averse to the commercial viability of ISP. In the event of the happening of any events of the above nature, C-DAC shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity

d. Termination for Insolvency: C-DAC may at any time terminate the Contract by giving written notice to ISP, without compensation to ISP, if ISP becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to C-DAC.

e. ISP may terminate the contract by giving 30 days' notice, in case of delay in release of due and payable amount of payment on part of C-DAC beyond 60 days from scheduled date of payment. Except this ISP has no right to unilaterally terminate the contract.

The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this tender.

C-DAC will release the due amount payable to successful bidder towards the material and / or services provided till the date of termination, those are accepted by C-DAC/ end user. However, the amount towards penalty, if any will be deducted from the payable amounts.

2.1.18   Consequence of Termination

a. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise C-DAC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which ISP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to C-DAC and/ or the successor agency/ service provider, as may be required, to take over the obligations of ISP in relation to the execution/continued execution of the requirements of the Contract.

b. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of ISP or due to the fact that the survival of ISP as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, C-DAC, through unilateral re-determination of the consideration payable to ISP, shall pay ISP for that part of the Services which have been authorized by C-DAC and satisfactorily performed by ISP up to the date of termination. Without prejudice to any other rights, C-DAC may retain such amounts from the payment due and payable by C-DAC to ISP as may be required to offset any losses caused to C-DAC as a result of any act/omissions of ISP. In case of any loss or damage due to default on the part of ISP in performing any of its obligations with regard to executing the requirements under the contract, ISP shall compensate C-DAC for any such loss, damages or other costs, incurred by C-DAC. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of ISP as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by C-DAC and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of ISP's Bid, the Bid Document and the Contract

c. Nothing herein shall restrict the right of C-DAC to invoke the Bank Guarantee and other Guarantees furnished solely for the material breach committed / deviation in contract by the ISP hereunder and pursue such other rights and/or remedies that may be available to C-DAC under law.

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

2.1.19   Limitation of Liability

The liability of the bidder arising out of breach of any terms, conditions of the RFP, contract, works order and addendums/amendments thereto, misconduct, and default will be limited to the total order/contract value.

However, liability of the bidder in case of death, injury, damage caused to the personnel/ property due to/ arising out of/ incidental to any act/ omission/ default/deficiency of bidder, will be at actuals.

In no event shall C-DAC, its officers, directors, or employees shall be liable for any form of incidental, consequential, indirect, and special or punitive damages of any kind.

2.1.20   Indemnity

On acceptance of order, the successful bidder shall automatically indemnify, protect and save C-DAC and end user from/against all third-party claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

a. infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the bidder or

b. such other statutory infringements in respect of any of the equipment supplied and services provided by successful bidder, or any misconduct or gross negligence act/ omission/ performance/ under or non or part performance/ failure of the bidder.

2.1.21   Security and Safety

a. ISP shall comply with the directions issued from time to time by C-DAC and the standards related to the security and safety, in so far as it applies to the provision of the Services.

b. ISP shall upon reasonable request by C-DAC, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

c. The ISP has to execute all the desired activities of Project implementation under its scope keeping adherence to Network safety and security guideline and regular updates issued by MeitY, GoI. The implementation should be ISO/IEC 27033 compliant. The entire pool of data flow under this project is private and proprietary to Delhi Police which must be prevented for any kind external sharing on the field network.

d. It is worth mentioning that the Project will be operational with coordinative implementation and group effort of key stakeholders that include the ISP and the MSI. The ISP must ensure that the network implementation has to cater to all the Network Security measures adopted at Data Center. All the Network security mechanisms like Network Access Control (NAC), Network Monitoring System (NMS), Network Traffic Analyzation, and Software Defined mechanisms for the Project (defined under the scope of MSI- RFP No. CDACP/Safe City/MSI/2020/313,

Dated: 18 December 2020) needs to be fully integrated for intended use in the MPLS network under the scope of ISP. The security and monitoring tools deployed on the project by MSI at Data Center and that of ISP for the field network must seamlessly hand-shake with each other to meet the security requirements of the project.

2.1.22 Ownership of Material

All risks, responsibilities, liabilities in respect of goods delivered and services provided at site shall remain with selected bidder till they are successfully installed and commissioned at site and taken over by end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

2.1.23 Events of Default by ISP

The failure on the part of ISP to perform any of its obligations or comply with any of the terms of this Contract shall constitute an event of default (the "Event of Default") on the part of ISP. The Events of Default are but not limited to:

a. ISP's Team has failed to perform any instructions or directives issued by C-DAC which it deems proper and necessary to execute the scope of work or provide services under the Contract;

b. ISP's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if ISP has fallen short of matching such standards / benchmarks / targets as C-DAC have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of ISP may be in terms of failure to adhere to performance, quality, timelines, requirements or any other criteria as defined by C-DAC;

c. ISP has failed to remedy a defect or failure to perform its obligations in accordance with the requirements issued by C-DAC, despite being served with a default notice which laid down the specific deviance on the part of ISP/ ISP's Team to comply with any stipulations or standards as laid down by C-DAC; or

d. ISP/ ISP's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by C-DAC during the term of this Contract and which C-DAC deems fit, proper and necessary for the execution of the scope of work under this Contract.

e. ISP/ ISP's Team has failed to demonstrate or sustain any representation.

f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to ISP.

g. ISP's Team has failed to comply with or is in breach or contravention of any applicable laws.

h. Where there has been an occurrence of such defaults inter alia as stated above, C-DAC shall issue a notice of default to ISP, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

i. Where despite the issuance of a default notice to ISP by C-DAC, ISP fails to remedy the default to the satisfaction of C-DAC, C-DAC may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

2.1.24 Severability and renegotiation

Should any provision of this Contract for any reason be declared invalid or un-enforceable by an order of any court of competent jurisdiction or any arbitral body pursuant to the provisions of arbitration hereof, such decision shall not affect the validity of the remaining provisions, while remaining provisions shall remain in full force and effect as if this Contract has been executed with the invalid or unenforceable provisions hereof eliminated. In the event any such provision of the Contract is so declared invalid or unenforceable, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or un-enforceability and to restore this Contract as near as possible to its original intent and effect.

2.1.25 Non-Waiver

The failure or neglect by ISP to enforce any of the terms of this Contract shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

2.1.26 Fall Clause:

The bidder shall undertake that the price charged/finalized for the store/services supplied under the tender shall in no event exceed the lowest price at which the bidder offers the store/services of identical description to the other organization during the currency of contract. If at any point of time during the period, the seller reduces the sale price, sells or offer to sell such store/service to any other organization including the Buyer at a price lower than the price chargeable under the present tender, he shall notify such reduction within 7 (Seven) days and the price payable under the contract shall stand correspondingly reduced. An undertaking shall be submitted by the bidder in this regard with the technical bid.

2.1.27 Jurisdiction

This document including the Contract Document shall be governed by and construed in accordance with the laws of India.

2.2 General Conditions of Contract

2.2.1 Term and Extension of the Contract

a. The contract with the selected ISP shall remain valid till all the contractual obligations of the contract are fulfilled/discharged by ISP.

b. The ISP shall be responsible to provide services for a period as stipulated in extension document.

c. If the delay occurs due to circumstances beyond control of ISP such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of ISP, a reasonable extension of time shall be granted by C-DAC.

d. C-DAC shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to ISP, at least 03 (three) months before the expiration of the Term hereof, whether it shall grant ISP an extension of the Term. The decision to grant or refuse the extension shall be at C-DAC's discretion and such extension of the Contract, if any, shall be as per terms agreed mutually between C-DAC and ISP.

e. Where C-DAC is of the view that no further extension of the term be granted to ISP, C-DAC shall notify ISP of its decision at least 03 (three) months prior to the

expiry of the Term. Upon receipt of such notice, ISP shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, C-DAC shall either appoint an alternative agency/ISP or create its own infrastructure to operate such Services as are provided under this Contract.

f. Force Majeure shall not include any events caused due to acts/ omissions of ISP resulting in a breach/ contravention of any of the terms of the Contract and/or ISP's Bid. It shall also not include any default on the part of ISP due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

2.2.2 Dispute Resolution

Any dispute or difference between the parties arising out of this Contract shall in the first place be settled by mutual negotiations between the Heads of the organizations or their nominees and their decision shall be final and binding on the organizations.

a. If the dispute or difference is not resolved as per the above clause within 30 days, it shall be referred to an arbitrator to be mutually agreed by both the parties. The provisions of Arbitration and Conciliation Act, 1996 and the rules there under shall be followed. Any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

b. The award of the arbitrator shall be final and binding on the parties.

c. The common cost of the arbitration proceeding shall initially be borne equally by the parties and finally by the party against whom the award is passed. Any other costs or expenses incurred by a party in relation to the arbitration proceedings shall ultimately be borne by the party as the arbitrator may decide.

d. The venue of the arbitration shall be Pune. The language of arbitration shall be English. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

e. Any letter, notice or other communications dispatched to ISP relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to C-DAC by ISP shall be deemed to have been received by ISP although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever.

2.2.3 Time is of the essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by ISP by the specified completion date herein and/ or the RFP.

2.2.4 Conflict of interest

ISP shall disclose to C-DAC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for ISP or ISP's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

2.2.5 Publicity

ISP shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless C-DAC first gives ISP its written consent.

2.2.6 Insurance

a. The all Goods supplied and/or installations by ISP at site under this Contract shall be comprehensively insured by ISP at his own cost, against any loss or damage, for the entire period of the Contract. ISP shall submit to C-DAC, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

b. ISP shall take out and maintain at its own cost, on terms and conditions approved by C-DAC, insurance against the risks, and for the coverages, as specified below :

At C-DAC's request, shall provide evidence to C-DAC showing that such insurance including all risks insurance for the value of contract has been taken out and maintained and that the current premiums therefore have been paid.

Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

2.2.7 Final Acceptance at Site Test Procedure (FAT Procedure)

The ISP shall submit to the C-DAC the finalized FAT Procedure within 60 days from the date of signing of contract agreement. The ISP will get approval on FAT Procedure from C-DAC and assist C-DAC to get it approved from Delhi Police. Inspection and Testing of the system shall be performed in accordance with the FAT Procedure. The successful completion of the FAT Procedure will be the sole criterion for Final Acceptance of the System.

   a. Final Acceptance Testing shall be carried out at Delhi.
   b. An Inspection Team comprising the authorized nominees of the C-DAC respectively shall carry out the Final Acceptance Testing.
   c. The Inspection team shall test the site to ensure that it meets the agreed requirement.
   d. After receipt of intimation of completion of FAT procedure and certificate of inspection by ISP, C-DAC will inspect and make a list of deficiencies, if any, noticed during this inspection and the same will be rectified/removed by the of ISP.
   e. ISP shall assists C-DAC to get the Final Acceptance from Delhi Police.

2.2.8 Exit Management Plan

   A. An Exit Management plan shall be furnished by ISP in writing to C-DAC within 150 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Services provided by ISP:
   ii. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

iii.   Plans for provision of contingent support to the Replacement Service Provider for a reasonable period after transfer.

iv.   Exit Management plan in case of normal termination of Contract period

v.   Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.

vi.   Exit Management plan in case of termination of ISP

B.   Exit Management plan at the minimum shall adhere to the following :

i.   Three (03) months of support to Replacement Service Provider post termination of the Contract;

ii.   Complete handover of the Planning documents, bill of materials, functional requirements, technical requirement of all equipment, change requests if any, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ C-DAC.

iii.   Certificate of Acceptance from authorized representative of Replacement Service Provider issued to ISP on successful completion of handover and knowledge transfer.

C.   In the event of termination or expiry of the Contract, either during Project Implementation or Service Level monitoring, both ISP and C-DAC shall comply with the Exit Management Plan.

D.   During the Exit Management period, ISP shall use its best efforts to deliver the services.

2.2.9   Failure to agree with the Terms & Conditions of the RFP

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the LOI, in which event C-DAC may award the contract to the next best value Bidder or call for new Bids.

In such a case, C-DAC shall forfeit the Performance Bank Guarantee and/or forfeit the EMD as the case may be of such Successful Bidder/ ISP.

2.2.10   Risk

All risks, responsibilities and liabilities thereof in all goods shall remain with ISP till successful installation and commissioning of the goods as specified in this document.

2.2.11   Force Majeure

C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, lock downs due to pandemic, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

2.2.12   Arbitration

In case any dispute arises between C-DAC and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days,

dispute shall be referred to the sole arbitrator mutually appointed by both the parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Pune shall have exclusive jurisdiction for appointment of sole arbitrator through court.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue and seat of the arbitration shall be Pune.

The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

(End of Chapter – 2)

Chapter - 3   Schedule of Requirement

3.1 Estimated Bandwidth Requirement for Phase 1

Sr. No	Phase	Location details	Number of locations	Total Number of Cameras to be monitored as per defined %	Estimated Bandwidth Requirement in mbps
1	Phase 1				
1.1	C4i & DC at PHQ	C4i and DC - 10% viewing of total number of cameras as mentioned in RFP	1		19738
1.2	C3i	6 C3i (DHQ) with 10% viewing as below:			
1.2.1	C3i	East	1	56	280
1.2.2	C3i	North	1	36	180
1.2.3	C3i	North-West	1	59	295
1.2.4	C3i	South	1	75	375
1.2.5	C3i	South West	1	60	300
1.2.6	C3i	West	1	71	355
	C2i	75 C2i (Police Stations) with 30% viewing of total cameras as below			
1.2.1.1	C2i	Gazipur		9	45
1.2.1.2	C2i	Kalyanpuri		9	45
1.2.1.3	C2i	Laxmi Nagar		8	40
1.2.1.4	C2i	Madhu Vihar		44	220
1.2.1.5	C2i	Mandawali		9	45
1.2.1.6	C2i	Mayur Vihar		11	55
1.2.1.7	C2i	New Ashok Nagar		13	65
1.2.1.8	C2i	Pandav Nagar		48	240
1.2.1.9	C2i	Patparganj Industrial Area		4	20
1.2.1.10	C2i	Preet Vihar		4	20
1.2.1.11	C2i	Shakarpur		13	65
1.2.2.1	C2i	Bara Hindu Rao		5	25
1.2.2.2	C2i	Burari		8	40

1.2.2.3	C2i	Civil Lines		5	25
1.2.2.4	C2i	Gulabi Bagh		4	20
1.2.2.5	C2i	Kashmiri Gate		6	30
1.2.2.6	C2i	Kotwali		24	120
1.2.2.7	C2i	Lahori Gate		3	15
1.2.2.8	C2i	Maurice Nagar		17	85
1.2.2.9	C2i	Roop Nagar		9	45
1.2.2.10	C2i	Sadar Bazar		9	45
1.2.2.11	C2i	Sarai Rohilla		5	25
1.2.2.12	C2i	Subzi Mandi		8	40
1.2.2.13	C2i	Timarpur		6	30
1.2.2.14	C2i	Wazirabad		3	15
1.2.3.1	C2i	Adrash Nagar		16	80
1.2.3.2	C2i	Ashok Vihar		16	80
1.2.3.3	C2i	Bharat Nagar		17	85
1.2.3.4	C2i	Jahangir Puri		16	80
1.2.3.5	C2i	Keshav Puram		15	75
1.2.3.6	C2i	Mahendra Park		17	85
1.2.3.7	C2i	Maurya Enclave		17	85
1.2.3.8	C2i	Model Town		15	75
1.2.3.9	C2i	Mukherjee Nagar		17	85
1.2.3.10	C2i	Shalimar Bagh		15	75
1.2.3.11	C2i	Subhash Place		17	85
1.2.4.1	C2i	Ambedkar Nagar		22	110
1.2.4.2	C2i	C. R. Park		12	60
1.2.4.3	C2i	Defence Colony		18	90
1.2.4.4	C2i	Fatehpur Beri		24	120
1.2.4.5	C2i	Greater kailash		7	35
1.2.4.6	C2i	Hauz Khas		4	20
1.2.4.7	C2i	Kotla Mubarakpur		7	35
1.2.4.8	C2i	Lodhi Colony		18	90
1.2.4.9	C2i	Maidan Garhi		30	150
1.2.4.10	C2i	Malviya Nagar		4	20
1.2.4.11	C2i	Mehrauli		5	25
1.2.4.12	C2i	Neb Sarai		50	250
1.2.4.13	C2i	Saket		3	15
1.2.4.14	C2i	Sangam Vihar		13	65
1.2.4.15	C2i	Tigri		13	65
1.2.5.1	C2i	Delhi Cantt.		14	70
1.2.5.2	C2i	Kapashera		19	95
1.2.5.3	C2i	Kishan Garh		14	70
1.2.5.4	C2i	Palam Village		36	180
1.2.5.5	C2i	R.K. Puram		13	65
1.2.5.6	C2i	Safdarjung Enclave		29	145

1.2.5.7	C2i	Sagar Pur		11	55
1.2.5.8	C2i	Sarojini Nagar		21	105
1.2.5.9	C2i	South Campus		7	35
1.2.5.10	C2i	Vasant Enclave		15	75
1.2.5.11	C2i	Vasant Kunj (North)		3	15
1.2.5.12	C2i	Vasant Kunj (South)		0	0
1.2.6.1	C2i	Hari Nagar		21	105
1.2.6.2	C2i	Inderpuri		14	70
1.2.6.3	C2i	Janakpuri		11	55
1.2.6.4	C2i	Khyala		8	40
1.2.6.5	C2i	Kirti Nagar		25	125
1.2.6.6	C2i	Maya Puri		20	100
1.2.6.7	C2i	Moti Nagar		20	100
1.2.6.8	C2i	Naraina		10	50
1.2.6.9	C2i	Punjabi Bagh		25	125
1.2.6.10	C2i	Rajouri Garden		16	80
1.2.6.11	C2i	Tilak Nagar		29	145
1.2.6.12	C2i	Vikas Puri		18	90
1.3		Internet link of 500 Mbps			500
1.4	Location	1360 Field Locations (with indicative bandwidth consumption at each junction/ field location) comes under the jurisdiction of the covered PS Total- 19738 Mbps			

Sr. No	Type	Number of locations	Bandwidth Requirement	Estimated Bandwidth Requirement
1.4.1	Field Location	3	26	78
1.4.2	Field Location	5	361	1805
1.4.3	Field Location	6	14	84
1.4.4	Field Location	8	59	472
1.4.5	Field Location	10	318	3180
1.4.6	Field Location	11	3	33
1.4.7	Field Location	12	4	48
1.4.8	Field Location	13	70	910
1.4.9	Field Location	14	1	14
1.4.10	Field Location	15	154	2310
1.4.11	Field Location	16	22	352
1.4.12	Field Location	18	65	1170
1.4.13	Field Location	19	1	19
1.4.14	Field Location	20	26	520
1.4.15	Field Location	21	15	315
1.4.16	Field Location	22	2	44
1.4.17	Field Location	23	28	644
1.4.18	Field Location	25	24	600

1.4.19	Field Location	26	11	286
1.4.20	Field Location	28	36	1008
1.4.21	Field Location	30	4	120
1.4.22	Field Location	31	9	279
1.4.23	Field Location	32	1	32
1.4.24	Field Location	33	17	561
1.4.25	Field Location	34	1	34
1.4.26	Field Location	35	1	35
1.4.27	Field Location	36	10	360
1.4.28	Field Location	37	2	74
1.4.29	Field Location	38	7	266
1.4.30	Field Location	40	4	160
1.4.31	Field Location	41	13	533
1.4.32	Field Location	42	2	84
1.4.33	Field Location	43	1	43
1.4.34	Field Location	44	1	44
1.4.35	Field Location	46	1	46
1.4.36	Field Location	48	5	240
1.4.37	Field Location	49	1	49
1.4.38	Field Location	50	3	150
1.4.39	Field Location	51	4	204
1.4.40	Field Location	52	1	52
1.4.41	Field Location	53	1	53
1.4.42	Field Location	56	3	168
1.4.43	Field Location	60	2	120
1.4.44	Field Location	61	1	61
1.4.45	Field Location	62	1	62
1.4.46	Field Location	63	1	63
1.4.47	Field Location	64	2	128
1.4.48	Field Location	66	2	132
1.4.49	Field Location	69	1	69
1.4.50	Field Location	70	1	70
1.4.51	Field Location	71	1	71
1.4.52	Field Location	72	1	72
1.4.53	Field Location	75	1	75
1.4.54	Field Location	78	2	156
1.4.55	Field Location	79	1	79
1.4.56	Field Location	94	2	188
1.4.57	Field Location	107	1	107
1.4.58	Field Location	110	1	110
1.4.59	Field Location	112	1	112
1.4.60	Field Location	126	1	126
1.4.61	Field Location	136	2	272
1.4.62	Field Location	186	1	186

3.2 Estimated Bandwidth Requirement for Phase 2

Sr. No	Phase	Location details	Number of locations	Total Number of Cameras to be monitored as per defined %	Estimated Bandwidth Requirement in mbps
2	Phase 2				
2.1	C4i & DC	C4i and DC - 10% viewing of total number of cameras	1		11707
2.2	C3i	4 C3i (DHQ) with 10% viewing as below:			
2.2.1	C3i	Dwarka	1	65	325
2.2.2	C3i	Rohini	1	68	340
2.2.3	C3i	New Delhi	1	12	60
2.2.4	C3i	South East	1	67	335
	C2i	45 C2i (Police Stations) with 30% viewing of total cameras as below			
2.2.1.1	C2i	Baba Haridas Nagar		8	40
2.2.1.2	C2i	Binda Pur		21	105
2.2.1.3	C2i	Chhawla		19	95
2.2.1.4	C2i	Dabri		28	140
2.2.1.5	C2i	Dwarka North		6	30
2.2.1.6	C2i	Dwarka Sec. 23		23	115
2.2.1.7	C2i	Dwarka South		12	60
2.2.1.8	C2i	Jafarpur Kalan		18	90
2.2.1.9	C2i	Mohan Garden		30	150
2.2.1.10	C2i	Najafgarh		6	30
2.2.1.11	C2i	Uttam Nagar		25	125
2.2.2.1	C2i	Aman Vihar		8	40
2.2.2.2	C2i	Begumpur		3	15
2.2.2.3	C2i	Budh Vihar		87	435
2.2.2.4	C2i	Kanjhawala		13	65
2.2.2.5	C2i	KNK Marg		2	10
2.2.2.6	C2i	North Rohini		28	140
2.2.2.7	C2i	Prashant Vihar		8	40
2.2.2.8	C2i	Prem Nagar		13	65
2.2.2.9	C2i	South Rohini		13	65
2.2.2.10	C2i	Vijay Vihar		31	155
2.2.3.1	C2i	Barakhamba Road		5	25

2.2.3.2	C2i	Chanakya Puri		5	25
2.2.3.3	C2i	Connaught Place		5	25
2.2.3.4	C2i	Mandir Marg		7	35
2.2.3.5	C2i	North Avenue		2	10
2.2.3.6	C2i	Parliament Street		3	15
2.2.3.7	C2i	South Avenue		2	10
2.2.3.8	C2i	Tilak Marg		7	35
2.2.3.9	C2i	Tuglak Road		3	15
2.2.4.1	C2i	Amar Colony		15	75
2.2.4.2	C2i	Badarpur		12	60
2.2.4.3	C2i	Govind Puri		18	90
2.2.4.4	C2i	Hazrat Nizamuddin		11	55
2.2.4.5	C2i	Jaitpur		7	35
2.2.4.6	C2i	Jamia Nagar		5	25
2.2.4.7	C2i	Kalandi Kunj		15	75
2.2.4.8	C2i	Kalka Ji		3	15
2.2.4.9	C2i	Lajpat Nagar		8	40
2.2.4.10	C2i	New Friends Colony		8	40
2.2.4.11	C2i	Okhla Industrial Area		9	45
2.2.4.12	C2i	Pul Prahlad Pur		12	60
2.2.4.13	C2i	Sarita Vihar		43	215
2.2.4.14	C2i	Shaheen Bagh		28	140
2.2.4.15	C2i	Sunlight Colony		12	60
2.3	NDRC	Near DRC			2048
2.4	Locations	836 Field Locations (with indicative bandwidth consumption at each junction/ field location) Total- 11707 Mbps			

Sr. No	Type	Number of locations	Bandwidth Requirement	Estimated Bandwidth Requirement
2.4.1	Field Location	3	33	99
2.4.2	Field Location	5	239	1195
2.4.3	Field Location	6	3	18
2.4.4	Field Location	8	49	392
2.4.5	Field Location	10	175	1750
2.4.6	Field Location	11	4	44
2.4.7	Field Location	12	4	48
2.4.8	Field Location	13	53	689
2.4.9	Field Location	14	1	14
2.4.10	Field Location	15	73	1095
2.4.11	Field Location	16	14	224
2.4.12	Field Location	18	34	612

2.4.13	Field Location	19	2	38
2.4.14	Field Location	20	31	620
2.4.15	Field Location	21	27	567
2.4.16	Field Location	23	2	46
2.4.17	Field Location	24	2	48
2.4.18	Field Location	25	17	425
2.4.19	Field Location	26	11	286
2.4.20	Field Location	28	4	112
2.4.21	Field Location	29	1	29
2.4.22	Field Location	30	1	30
2.4.23	Field Location	32	3	96
2.4.24	Field Location	34	1	34
2.4.25	Field Location	35	2	70
2.4.26	Field Location	36	1	36
2.4.27	Field Location	37	5	185
2.4.28	Field Location	40	1	40
2.4.29	Field Location	48	1	48
2.4.30	Field Location	50	6	300
2.4.31	Field Location	53	12	636
2.4.32	Field Location	55	3	165
2.4.33	Field Location	58	7	406
2.4.34	Field Location	60	2	120
2.4.35	Field Location	63	6	378
2.4.36	Field Location	68	1	68
2.4.37	Field Location	73	1	73
2.4.38	Field Location	75	1	75
2.4.39	Field Location	100	1	100
2.4.40	Field Location	197	1	197
2.4.41	Field Location	299	1	299

3.3 Estimated Bandwidth Requirement for Phase 3

Sr. No	Phase	Location details	Number of locations	Total Number of Cameras to be monitored as per defined %	Estimated Bandwidth Requirement in mbps
3	Phase 3				
3.1	C4i & DC	C4i and DC - 10% viewing of total number of cameras as mentioned in RFP	1		19738
3.2	C3i	6 C3i (DHQ) with 10% viewing as below:			
3.2.1	C3i	Central	1	43	215
3.2.2	C3i	North-East	1	65	325
3.2.3	C3i	Outer	1	53	265
3.2.4	C3i	Outer North	1	40	200
3.2.5	C3i	Railway	1	8	40
3.2.6	C3i	Shahdara	1	67	335
	C2i	62 C2i (Police Stations) with 30% viewing of total cameras as below:			
3.2.1.1	C2i	Anand Prabat		7	35
3.2.1.2	C2i	Darya Ganj		12	60
3.2.1.3	C2i	DBG Road		16	80
3.2.1.4	C2i	Hauz Qazi		12	60
3.2.1.5	C2i	I.P Estate		18	90
3.2.1.6	C2i	Jama Masjid		4	20
3.2.1.7	C2i	Kamla Market		40	200
3.2.1.8	C2i	Karol Bagh		6	30
3.2.1.9	C2i	Nabi Karim		9	45
3.2.1.10	C2i	Patel Nagar		6	30
3.2.1.11	C2i	Prasad Nagar		7	35
3.2.1.12	C2i	Rajinder Nagar		9	45
3.2.1.13	C2i	Ranjit Nagar		17	85
3.2.2.1	C2i	Bhajan Pura		13	65
3.2.2.2	C2i	Dayal Pur		16	80
3.2.2.3	C2i	Gokal Puri		12	60
3.2.2.4	C2i	Harsh Vihar		18	90
3.2.2.5	C2i	Jafarabad		14	70
3.2.2.6	C2i	Jyoti Nagar		13	65
3.2.2.7	C2i	Karawal Nagar		12	60

3.2.2.8	C2i	Khajuri Khas		14	70
3.2.2.9	C2i	Nand Nagri		16	80
3.2.2.10	C2i	New Usmanpur		13	65
3.2.2.11	C2i	Seelam Pur		11	55
3.2.2.12	C2i	Shastri Park		16	80
3.2.2.13	C2i	Sonia Vihar		14	70
3.2.2.14	C2i	Welcome		15	75
3.2.3.1	C2i	Mangol Puri		14	70
3.2.3.2	C2i	Mundka		17	85
3.2.3.3	C2i	Nangloi		17	85
3.2.3.4	C2i	Nihal Vihar		15	75
3.2.3.5	C2i	Paschim Vihar (East)		14	70
3.2.3.6	C2i	Paschim Vihar (West)		19	95
3.2.3.7	C2i	Raj Park		15	75
3.2.3.8	C2i	Ranhola		19	95
3.2.3.9	C2i	Rani Bagh		14	70
3.2.3.10	C2i	Sultan Puri		16	80
3.2.4.1	C2i	Alipur		35	175
3.2.4.2	C2i	Bawana		10	50
3.2.4.3	C2i	Narela		6	30
3.2.4.4	C2i	Narela Industrial Area		31	155
3.2.4.5	C2i	Samay Pur Badli		13	65
3.2.4.6	C2i	Shahbad Dairy		10	50
3.2.4.7	C2i	Swaroop Nagar		17	85
3.2.5.1	C2i	Anand Vihar Railway Station		4	20
3.2.5.2	C2i	Delhi Cantt. Railway Station		3	15
3.2.5.3	C2i	Hazrat Nizamudin Railway Station		4	20
3.2.5.4	C2i	New Delhi Railway Station		5	25
3.2.5.5	C2i	Old Delhi Rly. Station		5	25
3.2.5.6	C2i	Sarai Rohilla Railway Station		3	15
3.2.5.7	C2i	Subzi Mandi Railway Station		3	15
3.2.6.1	C2i	Anand Vihar		27	135
3.2.6.2	C2i	Farsh Bazar		17	85
3.2.6.3	C2i	G.T.B Enclave		27	135
3.2.6.4	C2i	Gandhi Nagar		12	60
3.2.6.5	C2i	Geeta Colony		33	165

3.2.6.6	C2i	Jagat Puri		14	70
3.2.6.7	C2i	Krishna Nagar		24	120
3.2.6.8	C2i	Man Sarovar Park		9	45
3.2.6.9	C2i	Seema Puri		14	70
3.2.6.10	C2i	Shahdara		11	55
3.2.6.11	C2i	Vivek Vihar		14	70
3.3		Internet connectivity			500
3.4	Existing Camera Integration	Integration of cameras under different existing schemes			3500
3.5	Location	1155 Field Locations (with indicative bandwidth consumption at each junction/ field location) * a few locations without cameras, however comes under the jurisdiction of the covered PS Total- 15256 Mbps			

Sr. No	Type	Number of locations	Bandwidth Requirement	Estimated Bandwidth Requirement
3.5.1	Field Location	3	17	51
3.5.2	Field Location	5	295	1475
3.5.3	Field Location	6	2	12
3.5.4	Field Location	8	44	352
3.5.5	Field Location	10	256	2560
3.5.6	Field Location	11	6	66
3.5.7	Field Location	12	3	36
3.5.8	Field Location	13	63	819
3.5.9	Field Location	15	187	2805
3.5.10	Field Location	16	12	192
3.5.11	Field Location	18	53	954
3.5.12	Field Location	20	50	1000
3.5.13	Field Location	21	20	420
3.5.14	Field Location	22	5	110
3.5.15	Field Location	23	29	667
3.5.16	Field Location	24	2	48
3.5.17	Field Location	25	11	275
3.5.18	Field Location	26	11	286
3.5.19	Field Location	27	6	162
3.5.20	Field Location	28	15	420
3.5.21	Field Location	30	6	180
3.5.22	Field Location	31	6	186
3.5.23	Field Location	32	2	64
3.5.24	Field Location	33	11	363
3.5.25	Field Location	35	1	35
3.5.26	Field Location	36	3	108
3.5.27	Field Location	37	1	37
3.5.28	Field Location	38	2	76
3.5.29	Field Location	39	2	78

3.5.30	Field Location	40	2	80
3.5.31	Field Location	41	1	41
3.5.32	Field Location	42	2	84
3.5.33	Field Location	43	4	172
3.5.34	Field Location	44	1	44
3.5.35	Field Location	45	1	45
3.5.36	Field Location	46	1	46
3.5.37	Field Location	48	3	144
3.5.38	Field Location	51	1	51
3.5.39	Field Location	56	4	224
3.5.40	Field Location	58	2	116
3.5.41	Field Location	68	1	68
3.5.42	Field Location	71	1	71
3.5.43	Field Location	74	1	74
3.5.44	Field Location	76	1	76
3.5.45	Field Location	83	1	83

3.4 Summary of bandwidth requirement for all the phases

Total Bandwidth at C2i and C3i	17270
C4i and DC Bandwidth	46701
Near – DR	2048
Existing Scheme integration at DC (Cam of 2 MP)	3500
TOTAL Bandwidth in Mbps	**69519**

Note:

The requirements stipulated at tables in para 3.1, 3.2 and 3.3 above indicate estimated bandwidth requirement for the respective end points. However, the total cumulative bandwidth is estimated to be 69519 Mbps as given in table at para 3.4 above. Please refer para 1.32.

(End of Chapter – 3)

Chapter - 4   Scope of Supply, Services and allied Technical Details

4.1 Scope of Supply and Services

The selected bidder is required to provide the MPLS and internet bandwidth along with the necessary material in compliance with the features, functionalities, service requirements at C4i, C3i, C2i, Locations, Data Centre, near DR as stipulated in this Chapter. However, while designing the system and offering the prices, the bidder should add/incorporate the necessary items and/or services so as to offer complete functional system.

4.2 Implementation Approach- Essential & Planned approach by ISP

The Delhi Safe city Project will be implemented jointly by C-DAC, Successful MSI and Successful ISP. The project will be completed in phased manner as given below and both MSI and ISP are expected to extend their cooperation to achieve the timelines.

The details of complete project are envisaged to be completed in four phases as given below.

Phase 1 includes 06 Districts of Delhi covering 75 Police Stations (C2I) and 1360 Locations. This would also involve 'as-is assessment' and the Blueprinting of a Data Centre, Integrated Command, Control, Communication & Compute center (C4I) at Police HQ, Command, Control & Communication (C3I) at District Head Quarter and Command & Control center(C2I) at Police Stations along with respective IT and Non IT Infrastructure including installation and commissioning of the Filed devices. Phase1 includes the procurement of 1 MCCV & also Integration of 32 existing Databases.

Two districts out of Phase I (in coordination among MSI and ISP) will be implemented on priority to ensure PILOT execution. The timeline for the PILOT will be 4.5 months from the contract signing.

Phase 2 shall cover additional 04 districts with 45 Police Stations (C2I) with 836 Locations. This would involve commissioning of near Disaster Recovery Center (nDR), Command, Control & Communication (C3I) at District Head Quarter and Command & Control center(C2I) at Police Stations along with respective IT and Non IT Infrastructure including installation and commissioning of the Filed devices. Phase 2 includes the second MCCV procurement.

Phase 3 shall cover additional 06 districts with 62 Police Stations (C2I) and 1155 Locations. This would involve commissioning of Command, Control & Communication (C3I) at District Head Quarter and Command & Control center(C2I) at Police Stations along with respective IT and Non IT Infrastructure including installation and commissioning of the Filed devices.

Phase 2 and Phase 3 will be running concurrently, so that the whole project should be completed in the given timeline.

Phase 4 Operations and Maintenance: The successful ISP is required to provide bandwidth and allied services till completion of this period as stipulated in the RFP.

The bandwidth requirement for respective phases shall commence from the date of Go-Live of the respective phase and shall be for a period of minimum 03 years' from the project Go-Live.

The following districts and the Data Centre setup are the priority requirements of Delhi Police to be implemented first during phase I:

1. East

2. North

3. North-West

4. South

5. South West

6. West

Following 04 district and its Police stations along with nDR have been covered in Phase-2

1. Dwarka

2. Rohini

3. New Delhi

4. South East

Following 06 district and its Police stations have been covered in Phase-3

1. Central

2. North-East

3. Outer

4. Outer North

5. Railway

6. Shahdara

Phase- 4 will be Operation & Maintenance Phase which will start after Go Live
of all the phases.

The details of work to be undertaken by the Successful Bidder for setting up &
operationalization of the Project is given in subsequent sections and is to be performed as per
the specifications and conditions mentioned in this RFP, any further amendments issued and
the contract to be signed with the Successful Bidder subsequently.

The broad components of the overall scope of work for the Project are given below for quick
reference:

Sr. No.	Category	Summary Scope Description
1.	Locations	About 3,351 locations in Delhi
2.	Surveillance	Approx. 9989 cameras under Safe City Project
3.	Cameras/ Edge	Approx. existing cameras or proposed cameras in other project of Delhi Police to be integrated with the New surveillance system on need basis
		Fixed Box Cameras 6121, PTZ Cameras 2246 are installed Inclusive of approx. 1622 ANPR Cameras, Community surveillance cameras integration to view feeds on need basis
		Advance Video Analytics for about basic, Advance Video Analytics for about 2500 cameras,

		Facial Recognition includes PIU for 370 Cameras and Viewing at 182 Police Station C2I,16 District HQ C3I, 1 Integrated Command Control & Compute Centre at PHQ C4I, 2 Mobile Control & Command Vehicle, 220 Mobile Handheld Devices, 300 PA System, 200 Gun Shot System,
		ISP Needs to provide Last mile fiber connectivity till each Junction Box as specified (4633)
4.	Last Mile Connectivity/	Connectivity from Junction Box to Camera will be in the scope of the successful MSI
5.	Cable Laying / Power Meter/ Network Connectivity	In case of Multicast based video streaming, the entire multicast traffic of MPLS Network will be managed by ISP. MSI shall provide Industrial Switch, UPS Power meters are to be installed by NDPL/ BSES, Power connectivity to UPS from Meter will be MSI's responsibility. MSI will provide 1U/2U space to ISP to place the switch for their MPLS network
6.	Data Centre	Primary Data Centre at Delhi Police HQ at 7th Floor where all IT Enterprise equipment & Switching devices are installed for Centralized Network. The Storage will have recording for all 9989 Cameras Feeds whereas Alert & Alarm (Flagged Data) will be stored for 180 days. The backup of data has also been planned at DC. Near DR is being setup at Shalimar Bagh, Ops & Communication Centre, Delhi Police.
7.	Near DRC	The recordings of all cameras will happen at DC. In Case DC goes down, data of 5% critical camera location will travel to near DR, which has provision of scalability. 5% of Analytics and ANPR feeds and 100% storage of Tagged Data will be stored in active-active mode at near Data Recovery Centre. DC & nDR will have storage capacity of 30 days and 7 days respectively.
8.	Video Management and Recording System	
9.	Customized Dashboard for surveillance at different levels	
10.	Application for ANPR, and other analytics, including face recognition, C4I, GIS Application, AVLS, CAD software for Picture Intelligence Unit, Big Data Co Relation Tool, data Mining, Application for Enterprise Management (Asset, Network, Helpdesk, SLA Management)	
11.	Video management tools/apps in a mobile application System, e-Challan, CCTNS, Community Surveillance, e-Challan, CCTNS, Community Surveillance, Himmat Plus App, Tatpar App, ERSS, social media platforms and analytics etc.	
12.	A world class State level Command & Control Center (C4i) at Police Headquarters: 01 number (Recording for 100% Feeds & Viewing for 10% Cameras in sequential manner)	
13.	Mobile Command and Control Center – 2 number	
14.	District level Command & Control Center- 16 numbers (Viewing Centre @10%)	
15.	Police level control rooms – 182 numbers (Viewing Centres @30%)	

16.	Remote viewing on handheld smartphone devices/PDA's (220 Nos)
17.	Setting up Video Analytics with Artificial intelligence and continuous learning integrated with the C4i at Police Headquarters
18.	Incident based viewing access to the Surveillance System setup by public and private institutions
19.	Need based viewing access to the community surveillance
20.	Camera and recording at Data Centers for selective cameras
21.	Integration of the third party cameras to extend video analytics and AI features of the system being procured, to the existing system
22.	Provision of 24/ 7 Help Desk System for technical, operational support & Maintenance of IT& Non-IT Infrastructure Maintenance of IT & Non-IT Infrastructure Providing Technical & Operational Manpower for seamless SLA based system operations

4.3 Scope of Work & Key Responsibilities of ISP

The proposed Safe City solution will involve city wide network coverage across various locations in Delhi. The Safe City Project, Delhi will offer various smart services to its citizens to supply these services in an uninterrupted and effective manner a strong network is required to be deployed. The network must be planned to satisfy all the network requirements for currently envisaged services, scalability and future requirement.

Scope of work of MPLS (Multiprotocol Label Switching) services and Internet Services through ISP is as under:

4.3.1   Summary & understanding of the Project

a. Establishing the MPLS connectivity through Multicast Network, linking 182 Police stations, 16 District Head Quarters, 01 Police Head Quarter & 01 near DR Site located across.

b. High availability and availability of the service in complete managed mode with strict SLAs

c. The MPLS link shall be terminated on SD WAN Routers to be provided by selected MSI at all locations (C2i, C3i, C4i and DC) and at near DR on firewall. Junction box consists of UPS, 8 port outdoor switch (4x1G SFP interface and 2x1G single mode optix) with Ring Protocol to maintain active redundancy.

d. ISP has to provide real time bandwidth utilization software to MSI NOC team for monitoring of MPLS/ Bandwidth links.

e. The last mile in connectivity should be through underground OFC from two different path (Ring Architecture) to ensure high availability.

f. Underground OFC connectivity should be minimum 90% and RF or Overhead connectivity should be 10%. RF or overhead connectivity should be converted into OFC in due course of time.

g. The selected vendor shall provision for seamless integration with the existing Internet Network. Additional equipment if any shall be provided by the ISP.

h. The MPLS links provided by the Bidder shall support IPV4, IPv6 from day one.

i. The selected vendor should have the technical ability to up-grade bandwidth beyond bandwidth mentioned if required.

j. ISP needs to do site survey/feasibility at own cost if it is required. However, C-DAC will help to assist to get the permission through Delhi Police for pole/mast/tower installation at each location if necessary.

k. UPS power, earthing, Camera, Junction Box, Cable from Junction Box to Pole will be provided by MSI under the supervision of C-DAC. However, the ISP and MSI are expected to coordinate with each other to ensure seamless integration.

l. If any new site is added by Delhi Police in future, the selected ISP must provide the desired bandwidth to Delhi Police as per the agreed rate card.

m. Delhi Police reserves the right to increase or decrease the number of links as well as upgrade/downgrade the type of bandwidth.

n. In MPLS solution, all the Locations get connected to Data Centers, C4I, C3Is, C2Is, Near DR in Multicast environment. Accordingly, additional Bandwidth as Backhaul has to be provided by ISP at Data Center for accommodating all the traffic from the Locations. Therefore, ISP has to ensure that they are in a position to provide Link of required Bandwidth at each location as follows:

- There are 3351 Locations, 10,000 Cameras approx.
- There will be 3 phases :
  o Phase –I: 6 (C3I) Districts, 75 Police Stations (C2I), 1360 Locations will be covered, ICCC (C4I), 1 MCCV
  o Phase – II: Additional 4 (C3I) Districts, 120 Police Stations (C2I), 2202 Locations including 1360 Locations of Phase 1, Near DRC, 1 MCCV
  o Phase –III: Additional 6 (C3I) Districts, 182 Police Stations (C2I), 3351 Locations including Phase 1 & Phase 2 Locations
- ISP shall provide minimum 30% of total Bandwidth of awarded Locations at C2Is for viewing out of total cameras under C2i jurisdiction.
- ISP shall provide minimum 10% of total Bandwidth of awarded Locations at C3Is for viewing out of total cameras under C3i jurisdiction.
- ISP shall provide minimum 10% of total Bandwidth of awarded Locations at C4I for viewing & 100% for recording at 25FPS
- The cost of providing MPLS Links at C2I, C3I, C4I has to be factored in along with MPLS Links at 3351 Locations where 4633 Junction Boxes are proposed.
- Delhi Police/C-DAC will not pay any ARC or OTC for backhaul Links at DCs.
- The Backhaul as well as the last mile will requires redundancy at ISP level without any further cost.
- ISP should provide last mile on OFC for Backhaul of location Links with self-healing ring based on architecture with MUX termination at Datacenter of C4I.
- Connectivity has to be layer 3 MPLS solutions on dedicated ports with a 1:1 Committed Information Rate (CIR) with endpoint Ethernet Hand out.
- Bidder should have experience to provide the dedicated (1:1) i.e., same Upload & download connectivity at each of the Field/Command & Control Centre. Bidder

should also have the capability as & when requested by the department. The bidder need to provide the proof supporting the same.

- The link should be available in full duplex mode with sending and receiving available on same Link. For example, on a 2 Mbps link, 2 Mbps sending and 2 Mbps receiving should be possible simultaneously.

- ISP will have to ensure multicast on its network and show it working during commissioning of the Link. Further details of Multicast criteria will be given to the successful ISP at the time of implementation of Links

- ISP will provide the drawings and design of all MAST and Tower foundation before starting the erection of MAST / Tower at the Location

- ISP shall demonstrate the ping response (with an independent protocol) packet size of 1024 Bytes at the time of commissioning. The packet drop should not be more than 2 in 1000 (One Thousand). In case drop is more than 2 (out of 1000), respective Link of the Location shall be treated as Incomplete Commissioning

- ISP should provide Bandwidth Quality of Service (QoS) at each Location .ISP should support at least three class of QoS on MPLS backbone.

- It is ISP responsibility for site survey for feasibility and positioning of terminating equipment before submitting the quote, at its own cost. ISP shall confirm that they have quoted only for confirmed feasible Links at Locations.

- At all Locations, entire equipment, required for providing the MPLS connectivity, will have to be Supplied, Installed and maintained (throughout the entire contract period) by ISP and shall remain their property during the contract period.

- Before installation of any equipment, ISP should verify that the power connections, provided by NDPL/BSES etc., are as per standard required for equipment. All cost towards electricity charges for the equipment(s) installed by ISP for providing the services will be borne by ISP only.

- In case of any delay in commissioning of Link due to reasons attributable to C-DAC/Delhi Police, ISP should bring such cases to the notice of C-DAC/Delhi Police and submit the reasons for the cause of delay to Delhi Police along with Link commissioning report. If reason for delay is found to be satisfactory, time extension may be granted and shall be taken into consideration while calculation of penalty.

- ISP should ensure that MPLS network is fully isolated from Internet traffic, even if it is running on the same core / backbone. The MPLS network offered to Delhi Police should not carry any internet routes.

- The MPLS network should be capable of running Voice, Video and Data.

- ISP should ensure that the MPLS Link is configured properly as per the requirement, which will be provided during the Link configuration, in co-ordination with ISP Network team.

- The ISP should ensure that all security features against attacks are implemented in their network, for example:

- Protection against all kinds of attacks including DDOS attacks, SYN attacks etc.

- Protection against all kinds of spoofing like VPN spoofing / IP spoofing etc.

- ISP should provide the MPLS Links that must be on any to any route topology i.e., All the Locations should be reachable to each other through MPLS network of the ISP
- ISP shall confirm in writing that all the POPs from where the MPLS bandwidth is provided to, shall have redundancy of equipment, Links, backhaul connectivity etc.
- ISP shall be responsible to liaison with government agencies or other departments for obtaining any licenses, approvals etc., which may be required during the contract period at their own cost.
- ISP should terminate Link up to the router (on Ethernet port of Router). ISP should provide required Ethernet cable from modem to router. All cables should be factory crimped.
- All equipment should be TEC approved.

4.3.2   Network Upgrade

a. Based on the requirement, Bandwidth capacity at Locations shall be upgraded as per the need. **However, the cost of Bandwidth upgrade should not be higher than existing rate at that location quoted by the ISP.**

b. **Non-functioning of Links**: After commissioning of Link, in case the Link becomes non-functional due to LOS (Line of Sight) issues, Infrastructure issues etc., ISP has to make all the necessary arrangements immediately to restore the Link. In case it is not possible to restore the link within the stipulated time to meet the SLAs, the Links should be provided on an alternate media in consultation with C-DAC/ISP & Delhi Police without any additional cost to C-DAC. Incase ISP is not able to provide the Link at that Location, then the Link will be treated as defunct. Payment will not be made for the balance period of contract for that Link and Penalties will be imposed as applicable

c. ISP shall provide technical help in integrating the MPLS/ILL/Internet based existing Network. Configuration of the Customer End (CE) router will be done by CDAC/ISP/Delhi Police.

4.3.3   Network Monitoring

- ISP shall have independent Network Operation Centre with 24x7 support to take care of the complete MPLS Network management requirements.

- The MPLS will have to be monitored by centralized application by the selected ISP. The selected ISP will provide view access of the application in centralized monitoring center at C4i for monitoring of Links. Quarterly uptime report generated by such application shall be treated as final.

- The selected vendor has to provide a toll-free number, e-mail ID & portal for lodging complaints for link rectification and issue ticket numbers.

- ISP shall provide qualified and experienced network Engineer (2+ years of experience), at site defined by the C-DAC/Delhi Police, well versed in similar projects / MPLS Technology during working hours on all working days, who shall manage and coordinate the project implementation and monitoring thereof till the complete rollout of the project.

- ISP should provide portal to CDAC/Delhi Police, which can be used to monitor the SLA parameters. CDAC should also be able to obtain standard reports on the MPLS links like Bandwidth usage, availability of Links etc. through the portal or through any network monitoring tool provided by ISP for all the Links provided.

- ISP must ensure the monitoring of Links from its own NOC for prompt resolution of Link problems.

- **The downtime report generated in CDAC/MSI/Delhi Police provided software will be final.** ISP can look at the processes and the reports on a regular basis. However, in exceptional cases, CDAC/MSI/Delhi Police use the downtime report of ISP, if it meets the requirement.

- ISP should ensure to comply with labor laws during the entire contract period at all locations wherever they execute the job.

4.3.4   Security Consideration and auditing
- The ISP shall treat the network information provided in this document as confidential.

- The ISP shall take precautions to ensure that sensitive details of the network are protected and not disclosed to anybody without prior approval of Delhi Police/CDAC.

- ISP shall ensure that Networking Equipment's used in their backbone do comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it.

- CDAC shall have the right to visit ISP's Network Operations Center, with prior appointment to review / discuss issues related to services rendered this project.

4.3.5   Support and Reporting
- ISP shall provide support 24X7 365 days.

- ISP should furnish details of Toll Free number / Portal access for logging complaints.

- ISP network should be backed by availability of Service Centers /Service personnel across India to attend and resolve faults at the Locations / Data Centers as per SLA.

- ISP shall setup remote management and generate reports from NOC. Online report portal access needs to be provided to CDAC /MSI/Delhi Police to check the network utilization latency any time for any link.

- ISP shall ensure the availability of the required hardware, software, manpower and other facilities required to manage and monitor the agreed SLA terms. CDAC/MSI will provide SNMP access of the router on which Link is terminated. SNMP version 3 shall be considered for monitoring.

- ISP shall monitor and manage all links for strict compliance with SLA, QoS and security requirements. CDAC/MSI/Delhi Police will provide IP SLA on routers wherever possible. Wherever IP SLA is not possible, latency monitoring will be done from the DCs router for such Locations

4.3.6   ISP shall ensure to submit following reports
- **Interface Availability**: It should show interface availability report for daily, weekly, monthly or custom period basis to measure device level and network level availability and ensure that SLA specifications are being met.

- **Interface Traffic statistics**: It should show Graphs & reports of interface traffic and utilization statistics to analyze network usage and plan for additional capacity.

- **Interface Response time monitoring**: It should measure network latency and alert when thresholds are violated by identifying degradations early to ensure optimal VPN performance for end-users.

- **Interface errors**: It should monitor errors and discards on each interface to quickly identify faulty interface and take corrective action.

- **NMS-MIS reports:** On bandwidth and link utilization, response times of link application, uptime, downtime reports and configuration updates if any, number of connectivity in the cloud, addition and deletion of the connections should be submitted on monthly basis or whenever required by CDAC/Delhi Police without any errors.

- **Real time and Historical web based reports** and web based monitoring through portal should be provided to CDAC/Delhi Police.

- Provide access to CDAC/Delhi Police for online problem ticketing. Also provide report to give details of time taken to resolve issue with the link.

4.3.7   Documents and Reports required for each Phase of the project
a.   Delivery Note acknowledged by consignee
b.   Purchase Order and Invoice copy
c.   Installation Report
d.   Installation Layout Report
e.   Location wise installation details (C4I / Police Stations (C2I) / DCP Office (C3I)/Near DR / Camera Location details)
f.   Cable route plan of Camera Locations, DC, CCC, DCP Office and Police Stations
g.   Connectivity Layout Report
h.   Device Connectivity test report

4.3.8   Summary of the Bandwidth Requirement:
Bandwidth estimated requirement (brief):

Sr. No.	Type of Cameras	Bitrate (Mbps)	Frame Rate	Compression	Qty.	Police Stations (C2i)	DHQs (C3i)	Total bandwidth with average 30% viewing at C2i and 10% viewing at C3i
1.	Fixed Cameras – 4 MP	5	25	H.265,	6121			Average estimated consumption is 80 Mbps for viewing at a time at each Police Station
2.	PTZ Cameras – 4 MP	5	25	H.265,	2246	182	16	
3.	ANPR Cameras – 2 MP	3	25	H.265	1622			
Total Cameras					9989			

Total bandwidth estimation is 69.5 Gbps after the declaration of Go-live of project. This provision will enable the live uninterrupted broadcasting (multi-casting) streaming at PHQ, DHQ and Police Station levels and parallel retrieval/ extraction of the transactional data from the Data Center at DHQ on the same infrastructure network. There will be provision of 1 Gig internet bandwidth.

The details of phase wise bandwidth requirement is provided in Schedule of Requirement in Chapter 3.

4.4 Training
The scope of work envisages that the Bidder shall undertake to train the staff nominated by Delhi Police & C-DAC in different aspects of equipment design, functioning, testing, operation & administration, maintenance and repair.

The bidder shall at every stage of installation; testing and commissioning provide all facilities for adequate training of C-DAC & Delhi Police personnel who may be deputed to work on the project. Space & Training rooms will be provided by Delhi Police.

Bidder will provide complete details on the training programs to be offered including:
Material to be covered. Number of hours of training per operator of technician for each specific course Supporting documentation to be provided

4.5 Delivery of Goods
The bidder shall notify the C-DAC/Delhi Police about the delivery of the goods to the Delivery Site one week in advance of the expected date of partial or complete delivery. There will an inspection involved by C-DAC & Delhi Police to check the material quality.

4.6 Packaging, Forwarding & shipment

The bidder shall provide proper packing of the goods to prevent their damage or deterioration during transit to the final **Destination site**. The Supplier shall notify C-DAC/Delhi Police of the date of each shipment from his works and the expected date of arrival of goods at the site.

4.7 Spares, Consumables and Testing Equipment

ISP shall ensure that adequate spare parts, consumables and testing equipment are maintained for usage, repairs and replacement and ensure that they are available at all times throughout the maintenance period, so that the system functioning should not be affected due to shortage of spare parts/consumables.

The cost of the consumables, spare parts and testing equipment is deemed to have been included in the Contract Price for the comprehensive maintenance in the price schedule.

ISP shall at his own expense obtain, store and maintain in serviceable condition the required number of spare parts and consumable necessary to meet the Maintenance Standards.

4.8 Maintenance Management Facilities

ISP shall have a Call Centre and deploy full time maintenance staff for the maintenance of the system on a 24x7 basis. Successful Bidder shall provide a maintenance telephone number manned by English & Hindi speaking staff to which all Faults can be reported to at any time.

Within 15 days of entering into contract, ISP shall provide a list of names, addresses and contact numbers of all staff employed for the maintenance services and of any other persons who may be at any time be required to enter the work site to perform works relating to the Contract.

Upon receiving the Fault reports lodged, ISP shall attend quickly to them within the Response Time and repair, remove or rectify the Faults within the Repair Time stated in the Maintenance Standards. C-DAC shall impose liquidation Damages charges on ISP for failure to respond within response time and failing to complete the repair work within the Repair Time, as specified in the Maintenance Standards.

In the event ISP's personal encounters difficulty in rectifying any Fault within the Repair Time, ISP shall immediately notify end user giving pertinent details including the time by which it expects to complete the rectification.

Damages to the System as a result of accidents and vandalism shall be included as Faults. ISP shall response to such Faults that arise from road or other accidents and vandalism shall be subjected to the Response Time as specified in the Maintenance Standards.

4.9 Maintenance Standards

ISP shall complete the regular inspections, servicing, repairs or replacements and make the system and facility available to the satisfaction of C-DAC & Delhi Police and to complete the repair within the time frame stipulated by C-DAC/Delhi Police. ISP shall also complete repairs to reported faults or works requested by C-DAC/Delhi Police within the stipulated time frame. If the ISP fails to make good or complete the works in accordance to the time as approved by C-DAC/Delhi Police or within the approved extension of time, ISP is liable for liquidated damages as stipulated thereto until the day/time the fault is made good or works is completed to the satisfaction of C-DAC/Delhi Police.

When a fault is detected during the regular servicing or inspection under the maintenance program or after the fault is reported to ISP or works as requested, ISP shall immediately proceed to attend to the fault with diligence and dispatch maintenance staff to carry out the repairs or works to minimize the downtime.

For faults requiring more time to complete, ISP shall inform with reasons acceptable to C-DAC/Delhi Police and obtain C-DAC/Delhi Police approval for a reasonable time to finish the works. Under such circumstances, temporary measures to minimize downtime or inconveniences to C-DAC/Delhi Police and the public shall be taken. ISP shall carry out the works within the time approved by C-DAC/Delhi Police. ISP shall be required to provide a loan set of the affected equipment, of similar specification and capacity for the time, which the Faulty equipment remains unrectified. ISP is deemed to have included the above cost in his Contract Price. The above shall not absolve ISP from his responsibility to complete the works within the time of extension of time as approved by C-DAC/Delhi Police.

4.10   Responsibilities of ISP

a. To ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and this Contract.
b. Preparation of the execution plan with MSI
c. Joint Site survey for junction locations with MSI
d. Report Submission of ROW application to various authorities and liaising
e. Time to time providing the Status on ROW demand note from authorities
f. Liaising with respective authorities with support of MSI (and C-DAC /Delhi Police if required) for vehicle entry permission of HDD machine shifting
g. Providing time to time status on Laying of the duct post receiving the ROW permissions
h. Fiber termination, integration and splicing
i. Route marker installation
j. Checking and ensuring the availability of space and power at each node. Getting to the notice of MSI/ C-DAC & Delhi Police in time, if the same is not available
k. Mux/CEN, & last mile connectivity till junction box installation
l. Provisioning of circuit
m. Testing the circuit in presence of customer
n. Getting signoff after successful completion of testing
o. Circuit Hand over
p. Sharing of all delivery logs and reports with C-DAC/Delhi Police on mail
q. The detailed escalation matrix for the entire project needs to be provided by ISP
r. ISP will also do the back filling after the fiber is laid
s. ISP will coordinate with MSI for security Audits related activities
t. Shifting of any location will be done after the release of LOC of actual delivered location. Additional shifting charges will not be applicable in such a case.
u. Patch cords provided by the ISP for connectivity, in case of any damage is the responsibility of ISP.

4.11 Responsibilities of MSI

a. Marking of the final pole locations at the junctions
b. Power availability & MCB 16amp on junction box for ISP's network devices
c. Power meter & power cable availability
d. Providing Multiple switch strip inside the junction Box
e. Outdoor IP65/66/67 junction box
f. Making of platform for the pole and pole installation
g. Approval of designs from customer and civic bodies
h. Space inside the junction box with the gap of 1U between the devices.
i. Hot air exhaust and cooling system inside the junction box
j. MSI should design the junction box to block the dust & External Particles
k. Regular preventive maintenance of the junction boxes which involves maintenance of basic hygiene
l. Chemical earthling availability and maintenance
m. UPS power with 1 hour battery backup for all installed devices
n. Connectivity between camera and switch
o. Connectivity between switch & MUX/router
p. Providing High security lock system in junction boxes to ensure the safety and security of the devices
q. Installing Junction boxes at a minimum height of 6 feet above the ground
r. Ladder to install the mux in junction box
s. Lightening arrester with GI strip
t. Providing access for the ISP team at each junction/pole & DC/DR location
u. Supporting and coordinating with the ISP in facilitating ROW/Digging and network extension
v. permissions from different authorities
w. CPE/CEN device configuration
x. Warning signboards at each junction point
y. Acrylic Board mentioning this area in surveillance
z. Cross connect availability in DC & DR locations and other if applicable
aa. Integration of CE and ISP devices
bb. Providing safety & security at the junction locations
cc. Ensuring no access to trespasser or any other than the authorized person at the junction
dd. Providing cable conduit with in junction box
ee. First Level Troubleshooting needs to be done by the MSI engineer
ff. Electrician if required at all locations must be arranged by the MSI.

The following essential activities (which are not limited to these) to be coordinated by the MSI as per the requirement (if any) to enable ISP for execution of implementation activities and services to ensure time bound completion of under mentioned infrastructure laying targets:

- ROW application to be submit in various Municipal and Development Offices.
- ROW demand note received from authority.
- DD/BG preparation.
- DD/BG submission to authority for permission.

- Liasioning with authority for ROW permission
- Liasioning with authority for vehicle entry permission of HDD machine shifting.
- Pits digging to start HDD machine
- Manual digging or with HDD machine depends the track is hard rock/concrete/simple track.
- Duct laying started post ROW receive
- Cable laying started post ducting
- Fiber termination work post cable laying
- Splicing work of fiber
- Pits Closer
- Chamber installation
- Route marker installation
- AT offering and clearance by fiber project team
- Ensure the availability of space and power at each node.
- ISP material installation & commissioning.
- Termination and integration of fiber.
- SFP installation
- Patch cord installation
- Node integration & RFS certificate for media provisioning.
- Testing the circuit in presence of customer.
- UAT at sites in presence of customer.
- Circuit Hand over

Note: ISP is expected to extend their fullest cooperation to MSI in carrying out the activities stipulated above.

4.12   Application download connectivity

As per the consolidated no. of operators available at C4i, C3i and C2i, there has to be appropriate bandwidth provisioning for the application data flow for each location (Offices) as per the triggers generated at ICCC and VMS applications. This bandwidth will ensure trigger-wise accessibility of C3i and C2i offices to central C4i application at PHQ.

4.13   Integration of existing cameras

There will be a few existing cameras at field locations under jurisdiction of Police Stations which need to be integrated with C4i. There has to be a provision of the integration of 1000 cameras with consumption rate of 3.5 Mbps per camera that need to be covered in the price bid. This consumption will only be conducted on need basis with regards to the rate card provided in the price bid.

4.14   Service Level Agreement

SLA would be applicable in the Implementation and Operations and Maintenance phase of the project. The penalties shall be applicable on bandwidth charges.

These penalties under SLA shall be over and above the Liquidated Damages specified at above para.

4.14.1 SLA Reporting System

All the SLA reporting will be based on system generated reports through EMS/ NMS. The management system needs to aggregate events and performance information from the domain managers and tie them to service definitions.

a. Provide an outage summary that gives a high level network management indication for each service as well as the details and root cause of any outage.

b. Support for a User Definition Facility to define person(s) or organization(s) that uses the business Services or is a party to a service level agreement contract with a service provider or both. The facility must enable the association of Users with Services and SLAs.

c. The Service Level Agreements (SLAs) definition facility must support defining a set of one or more service Guarantees that specify the Service obligations stipulated in an SLA contract for a particular time period (weekly, monthly, and so on). Guarantees supported must include one that monitors service availability (including Mean Time to Repair (MTTR), Mean Time between Failure (MTBF), and Maximum Outage Time thresholds) and the other that monitors service transaction response time.

d. SLA violation alarms must be generated to notify whenever an agreement is violated or is in danger of being violated.

e. Provide the capability to designate planned maintenance periods for services and take into consideration maintenance periods defined at the IT resources level. In addition, the capability to exempt any service outage from impacting an SLA must be available.

A historical reporting facility that will allow for the generation of on-demand and scheduled reports of Business Service-related metrics with capabilities for customization of the report presentation as under:

S. No.	Measurement	Definition	Target	Penalty
1	Network Availability at Access, Zone and Core level	**ISP** is expected to prepare schedule to coordinate with the MSI in a time bound manner to ensure the SLAs are met effectively.	Week wise result oriented coordination and implementation report of the Network connectivity in Entire Delhi (NCT).	As mentioned in below sub sections of the table on monthly basis.
	Network Availability between Cameras installed at each pole and network switch- MSI Scope	**Coordination with the MSI:** The network is considered available when all the services in full capacity are available.	>99.90%	0
			≤99.90% to >98.0% up time measured on a monthly basis*	5% of the Quarterly Payment
			≤98.0% to >97.0% up time measured on a monthly basis*	10% of the quarterly Payment

S. No.	Measurement	Definition	Target	Penalty
	ISP Scope -Network switch and optical fiber to MPLS, - Optical fiber to MPLS to Fibre to Switches at C4I, respective C3I, C2I and DC and NearDR locations Tripartite agreement between ISP, C-DAC and DELHI POLICE at the time of signing of contract	Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis. Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the Delhi Police. Measurement Tool: Reports from EMS	≤97.0% to >95.0% up time measured on a monthly basis*	20% of the quarterly Payment
			≤95.0% to >93.0% up time measured on a monthly basis	0.2% of the O&M phase cost
			≤93.0% to >90.0% up time measured on a monthly basis	0.3% of the O&M phase cost
			<90.0% up time measured on a monthly basis *Total penalty will be calculated based upon the no. of events of downtime multiplied by the applicable penalty for the corresponding severity level.	0.6% of the O&M phase cost or termination of contract
	Network Quality of Service	**In coordination with the Network Service Provider:** Quality of Service (QoS) refers to the capability of a network to provide traffic engineering to selected network traffic from Network switch and optical fiber to MPLS MPLS to Switch at C4I, C3I, C2I and DC and Near DR.	99.90% throughput of minimum stipulated bandwidth during 24*7 hours	0
			≥97% and <99.90% throughput of minimum stipulated bandwidth during 24*7 hours	5% of the quarterly payment
			<97% throughput of minimum stipulated bandwidth during 24*7 hours	10% of the quarterly payment

S. No.	Measurement	Definition	Target	Penalty
		The primary goal of QoS is to provide priority including dedicated bandwidth, controlled jitter, latency and improved loss characteristics. Measurement Tool: Reports from EMS	Average Packet loss exceeding 0.5% over a month (at Data Centre and WAN level)	5% of the quarterly payment
			Latency Delay > 150 MS (every instance) (at Data Centre and WAN level)	5% of the quarterly payment
	Network Availability between Field device/unit and network switch to MPLS to Optical fibre to Switches at C4I, respective C3I, C2I and DC & Near DR locations	Network components (availability for a month is defined as total time (in minutes) in a month less total down time (in minutes) in a month excluding planned network downtime. The network is considered available when all the services in full capacity are available. Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis. Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details	>=99.90%	0
			<= 99.90% to >97.0% up time measured on a monthly basis	5% of the quarterly payment
			<= 97.0% to >95.0% up time measured on a monthly basis	10% of the quarterly payment
			<= 95.0% to >93.0% up time measured on a monthly basis	20% of the quarterly payment
			<93.0% up time measured on a monthly basis	0.2% of the O&M phase cost or termination of contract

S. No.	Measurement	Definition	Target	Penalty
		related to such planned outage shall be agreed with the Delhi Police. Measurement Tool: Reports from EMS		

Unless specified by C-DAC to the contrary, ISP shall deliver the goods, perform the services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement of this Contract.

If the Contract, Schedule of Requirements, Service Specification includes more than one document, then unless C-DAC specifies to the contrary, the document later in time shall prevail over a document of earlier date to the extent of any inconsistency.

CDAC shall on mutual discussions with the ISP amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements. However, any such amendment of the terms and conditions shall be mutually agreed by the ISP and C-DAC.

4.14.2 SLAs and coordination with MSI for issue resolutions while operations

The ISP will be responsible to adhere to SLA terms for all infrastructure and performance parameters under its responsibility. However, it will be joint responsibility of the ISP and the MSI to identify the issue or any performance issue when prevail and rectify it immediately cohesively in project interest. The issue will be reported to respective NMS or monitoring tool of each implementation agency i.e. ISP and MSI which will create the audit logs of each activity under respective responsibilities. In case, any issue arise which comes under a conflict for identifying the responsible party involved for the resolution, the issue will be reported to PMU/ C-DAC and will be decided for the responsible agency for the issue under the defined SLA terms appropriately by the PMU only. In case of conflict between MSI and ISP the help of EMS/NMS/NTA tool will be taken to resolve the conflict.

Other terms and conditions will be laid down in the tripartite agreement among C-DAC, MSI and ISP as per the distinct responsibilities towards the project performance.

4.15   Start of Installation

ISP shall co-ordinate with C-DAC and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in Chapter-4 of the RFP document. ISP shall also co-ordinate regarding Network / Bandwidth connectivity in order to prepare the installation plan and detailed design / architectural design documents.

4.16   Reporting Progress

a. ISP shall be responsible for the execution of the Contract, shall monitor the progress of all the activities and shall submit to C-DAC, progress reports during the implementation phase.

b. Formats and frequency for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. C-DAC on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

c. During the implementation phase, meetings shall be held between the representatives of C-DAC and ISP once in every 15 days to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as desired by C-DAC, to discuss the performance of the Contract.

d. ISP shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

e. Several review committees involving representative of C-DAC and representative officials of ISP shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by C-DAC later, to oversee the progress of the implementation.

f. All the goods, services and manpower to be provided/deployed by ISP under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of C-DAC's representative in accordance with the Contract.

g. C-DAC reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. C-DAC may demand and upon such demand being made, ISP shall provide documents, data, material or any other information which C-DAC may require, to enable it to assess the progress/ performance of the work / service.

h. At any time during the course of the Contract, C-DAC shall also have the right to conduct, either itself or through another agency as it may deem fit, without any notice to ISP, an audit to monitor the performance by ISP of its obligations/ functions in accordance with the standards committed to or required by C-DAC and ISP undertakes to cooperate with and provide to C-DAC/ any other agency appointed by C-DAC, all Documents and other details as may be required by them for this purpose.

i. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Bid requirements/ standards, C-DAC's representative shall so notify ISP in writing.

j. ISP shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. ISP shall not be entitled to any additional payment for taking such steps. If at any time it should appear to C-DAC or C-DAC's representative that the actual progress of work does not conform to the approved plan, ISP shall, at the request of C-DAC's representative, prepare a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

k. The submission seeking approval by C-DAC or C-DAC's representative of such plan shall not relieve ISP of any of his duties or responsibilities under the Contract.

l. In case during execution of works, the progress falls behind schedule or does not meet the RFP requirements, ISP shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to C-DAC for its review and approval. All time and cost effect in this respect shall be borne, by ISP within the Contract Value.

m. ISP representative shall prepare and distribute Service Level Performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to C-DAC management personnel as directed by C-DAC.

n. Also, ISP may be required to get the Service Level Performance reports audited by independent Auditor with necessary approval of C-DAC. All related costs will be borne by the ISP.

4.17 Knowledge of Server Room, Command and Control Center

a. ISP shall be granted access to the Server Room, Command and Control Center, for inspection by C-DAC and its representatives before commencement of installation. The plan shall be drawn mutually at a later stage.

b. ISP shall be deemed to have knowledge of the Server Room, Command and Control Center, and its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data and information contained in the Bidding Documents and the RFP, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, ISP and/or C-DAC detects physical conditions and/or obstructions affecting the work, ISP shall take all measures to overcome them.

4.18 Adherence to safety procedures, rules regulations and restriction

a. ISP's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued thereunder from time to time. All safety and labor laws enforced by statutory agencies and by C-DAC shall be applicable in the performance of this Contract and ISP's Team shall abide by these laws.

b. Access to the Server Room, Command and Control Center shall be strictly restricted. No access to any person except the essential members of ISP's Team who are authorized by C-DAC and are genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. ISP and Team shall be having the access restricted to the equipment supplied under this Contract or any of the Equipment's as provided by C-DAC. ISP shall maintain a log of all activities carried out by each of its team personnel.

c. No access should be given to any staff of ISP, except the essential staff who has genuine work-related need. All such access should be logged in a loss free manner for permanent

record with unique biometric identification of the staff to avoid misrepresentations or mistakes.

d. ISP shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. ISP's Team shall adhere to all security requirement/ regulations of C-DAC during the execution of the work. C-DAC's employees also shall comply with safety procedures/ policy.

e. ISP shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

4.19   Statutory Requirements

During the tenure of this Contract ISP or his team including Bidder members, its successor and assigns, shall follow all the security, safety and statutory requirements as per the applicable law, Act and/ or rules/regulations, or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep C-DAC indemnified in this regard.

4.20   Information Security

a. ISP shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to C-DAC or designated sites into / out of any location of Service without written permission from C-DAC.

b. ISP shall not destroy any unwanted documents; defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to C-DAC.

c. All documentation and media at any location shall be properly identified, labelled and numbered by ISP. ISP shall keep track of all such items and provide a summary report of these items to C-DAC whenever asked for.

d. Access to C-DAC's data and systems, Internet facility by ISP at any location shall be in accordance with the written permission of C-DAC. C-DAC shall allow ISP to use facility in a limited manner subject to availability. It is the responsibility of ISP to prepare and equip himself in order to meet the requirements.

e. ISP must acknowledge that C-DAC's business data and other C-DAC proprietary information or materials, whether developed by C-DAC or being used by C-DAC pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to C-DAC; and ISP along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by ISP to protect its own proprietary information. ISP recognizes that the goodwill of C-DAC depends, among other things, upon ISP keeping such proprietary information confidential and that unauthorized disclosure of the same by ISP or its team could damage the goodwill of C-DAC, and that by reason of ISP's duties hereunder. ISP may come into possession of such proprietary information, even though ISP does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services

required by this Contract. ISP shall use such information only for the purpose of performing the said services.

f. ISP shall, upon termination of this Contract for any reason, or upon demand by C-DAC, whichever is earliest, return any and all information provided to ISP by C-DAC, including any copies or reproductions, both hardcopy and electronic.

g. By virtue of this Contract, ISP team may have access to personal information of C-DAC and/or a third party. C-DAC has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of ISP team in the course of performing the Services under the Contract.

4.21   Network Backbone

Network Connectivity is one of the most important components of the project. All Police Stations and District Offices will be connected to Data Centre for viewing and retrieval of stored video footage as and when required for evidence, based on their right. Using IP/MPLS connectivity from an Internet Service Provider with required redundancy and symmetrical bandwidth, the cameras will be connected to the system through a wired network. The video feeds from the cameras will be transported via secured IP / MPLS / Fiber Optic network to the respective Police Stations (C2I), District Offices (C3I), Data Centre and Command & Control Centre (C4I) & Near DR.

Figure 1: MPLS Connectivity Architecture

4.22   Survey Finding

The survey team has also finalized the approximate location of foundation for junction box and camera poles. A detailed report has been prepared for field level requirements e.g. Cameras (types & numbers), Camera mounting requirements, Power Requirements, Connectivity Requirements etc. and the same has been demarcated on GIS MAPS. All the survey forms attested by the accompanied Police Personnel with the Survey Team on field are compiled.

The summary of the locations provided by Delhi Police is as follows:
Survey of each Police Station – (182 identified Police stations in NCT Area of Delhi) has
captured following details:

a. Feasibility study of existing IT Equipment's at each police station
b. Existing Bandwidth / Internet (private) if any
c. Connectivity Between each Police station, if any
d. Up-gradation of Internet (private) as per requirement of New Data coming from CCTV
System
e. C2i at 182 Police Stations, C3i at 16 District police stations, and C4i at Police Head
quarter Delhi police.
f. IT Equipment's required for creation of Command control center for each vertical.
g. C2i at 182 Police Stations will act as a HUB rooms with viewing station at each police
station.
h. C3i at 16 District police stations will act as a Command and control centre for
respective police stations under their jurisdiction.
i. C4i at Police Head quarter Delhi police will act as a Command and control Centre for
the entire city-wide system covered under this project.

The key survey findings (district-wise) for field level infrastructure are summarized as below:

Table 1: Survey Findings

S. No.	Name of District	# Of Police Stations	Fixed Camera	PTZ Camera	ANPR Camera	Total # Of Camera
1	East District	11	406	149	108	663
2	North	14	258	95	68	421
3	North-West	11	425	156	113	694
4	South	15	546	201	144	891
5	South West	12	434	159	117	710
6	West	12	516	191	136	843
7	North-East	14	470	172	125	767
8	Shahdara	11	485	178	130	793
9	Central	13	311	119	83	513
10	Outer North	7	291	105	77	473
11	Rohini	10	493	180	131	804
12	South East	15	490	177	127	794
13	New Delhi	9	85	31	22	138
14	Dwarka	11	470	173	124	767
15	Outer	10	382	140	102	624
16	Railway	7	59	20	15	94
	Grand Total	**182**	**6121**	**2246**	**1622**	**9989**

4.23 Benefits envisaged

A citywide network will support the inclusion of almost all digital assets onto a common
platform, which will ensure confluence of data from multiple sources, applications, sensors,
objects and people. The establishment of this project will provide high quality, reliable, cost
effective and sustainable network to the city administration. It will be the provider of seamless
connectivity solution for all surveillance systems. The provisioning of this network backbone

will ensure connectivity to the data centre and control rooms with scalable capacities to allow for expansion in the future. This project will have multifold benefits across the government departments and the effect will be felt by citizens. Some of the key benefits are:

a. City and Community center facilities will have improved connectivity for providing on-line services

b. Police department will have high-quality video connections allowing for a greater security and surveillance

(End of Chapter – 4)

Chapter - 5   Price-Bid Format

The bidders must submit the financial bid (.xls file) as per the format given below.

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE

Sl. No.	Item Description	Quantity - of estimated bandwidth required- MBPS	Units	Unit Rate - i.e. per MBPS per quarter, for the respective numbers of quarters given in col. No 2 Rs.	GST on Unit Rate in %	Unit Rate - i.e. per MBPS per quarter, for the year (after Go-Live of the project + 03 years) Rs.	Unit Rate - i.e. per MBPS per quarter, for the next year as mentioned in column 7 Rs.	Unit Rate - i.e. per MBPS per quarter, for the next year as mentioned in column 8 Rs.	GST in % on unit prices quoted at col Nos 7,8 and 9	Total Amount in Rs.	Total Amount In Words
1	2	3	4	5	6	7	8	9	10	12	13
1	Providing Bandwidth for Phase - 1 of Safe City Project, as per details given below:										
1.01	75 C2i (Police Stations) with 30% viewing of total cameras covering the bandwidth requirement as detailed in section number 1.2.1.1 to 1.2.6.12 of para 3.1 of Chapter 3 (app. Estimated duration - 17 quarters of a calendar year)	5455	per mbps per quarter							0.00	INR Zero Only
1.02	6 C3i (DHQ) with 10% viewing as detailed in section number 1.2.1 to 1.2.6 of para 3.1 of Chapter 3 (app. Estimated duration - 17 quarters of a calendar year)	1785	per mbps per quarter							0.00	INR Zero Only
1.03	C4i and DC - 10% viewing as detailed in section	19738	per mbps per							0.00	INR Zero Only

	number 1.1 of para 3.1 of Chapter 3(app. Estimated duration - 17 quarters of a calendar year)		quarter									
1.04	Internet link(app. Estimated duration - 17 quarters of a calendar year)	500	per mbps per quarter								0.00	INR Zero Only
1.05	Any other item required in view of bidder	1	L.S.								0.00	INR Zero Only
2	Providing Bandwidth for Phase - 2 of Safe City Project, as per details given below:											
2.01	45 C2i (Police Stations) with 30% Viewing of total cameras covering the bandwidth requirement as detailed in section number 2.2.1.1 to 2.2.4.15 of para 3.2 of Chapter 3 (app. Estimated duration - 14 quarters of a calendar year)	3235	per mbps per quarter								0.00	INR Zero Only
2.02	4 C3i (DHQ) with 10% Viewing as detailed in section number 2.2.1 to 2.2.4 of para 3.2 of Chapter 3(app. Estimated duration - 14 quarters of a calendar year)	1060	per mbps per quarter								0.00	INR Zero Only
2.03	C4i and DC - 10% viewing as detailed in section number 2.1 of para 3.2 of Chapter 3(app. Estimated duration - 14 quarters of a	11707	per mbps per quarter								0.00	INR Zero Only

	calendar year)											
2.04	Between DC and Near DR(app. Estimated duration - 14 quarters of a calendar year)	2048	per mbps per quarter								0.00	INR Zero Only
2.05	Any other item required - in view of bidder	1	L.S.								0.00	INR Zero Only
3	**Providing Bandwidth for Phase - 3 of Safe City Project, as per details given below:**											
3.01	62 C2i (Police Stations) with 30% Viewing of total cameras covering the bandwidth requirement as detailed in section number 3.2.1.1 to 3.2.6.11 of para 3.3 of Chapter 3 (app. Estimated duration - 12 quarters of a calendar year)	4355	per mbps per quarter								0.00	INR Zero Only
3.02	6 C3i (DHQ) with 10% Viewing as detailed in section number 3.2.1 to 3.2.6 of para 3.3 of Chapter 3(app. Estimated duration - 12 quarters of calendar year)	1380	per mbps per quarter								0.00	INR Zero Only
3.03	C4i and DC - 10% viewing as detailed in section number 3.1 of para 3.3 of Chapter 3(app. Estimated duration - 12 quarters)	15256	per mbps per quarter								0.00	INR Zero Only
3.04	Total Bandwidth required for integration of cameras under	3500	per mbps per quarter								0.00	INR Zero Only

	different existing schemes(app. Estimated duration - 12 quarters of a calendar)												
3.05	Any other item required - in view of bidder	1	L.S.								0.00	INR Zero Only
Total in Figures											0.00	INR Zero Only
Quoted Rate in Words		**INR Zero Only**										

Important Instructions:

a. The bandwidth requirement given at Sr. No. 1.01 to 1.04 of Phase -1 in price bid format is also required during Phase-2 and Phase -3 implementation and till end of the contract period (The cumulative period in quarters is already defined in the price bid format).

b. The bandwidth requirement given at Sr. No. 1.01 to 1.04 of Phase -1 and Sr. No. 2.01 to 2.04 of Phase -2 in price bid format is also required during Phase -3 implementation and till end of the contract period (The cumulative period in quarters is already defined in the price bid format).

c. The bandwidth requirement given at Sr. No. 1.01 to 1.04 of Phase -1, Sr. No. 2.01 to 2.04 of Phase -2 and Sr. No. 3.01 to 3.04 of Phase -3 in price bid format is also required till end of the contract period (The cumulative period in quarters is already defined in the price bid format).

d. The bidder must quote the prices in INR format given below.

e. The bidder must quote for all the items.

f. If in the view of bidder, any item/s that are necessary to complete the project but are not included in the list given below, the same should be included and quoted as 'Additional items required' in appropriate sub-section of price bid.

g. The bandwidth requirement mentioned in this price bid format are tentative only. It may vary during the implementation of project, depending upon site conditions or project requirements.

h. Please refer para 1.32.

i. The period for which the bandwidth is required for the respective phases is tentative this period may get extended depending upon timeline for achieving Go-live of the respective phases.

j. The bandwidth requirement stipulated at column number 07 of the price bid format shall be for the period of one year after (project Go-live +3 years). The bandwidth requirement for column number 08 and 09 shall be for the subsequent years.

(End of Chapter – 5)

Chapter - 6   Contract Form

This is a draft agreement and contract terms and conditions will be finalized after mutual discussion with selected ISP and Stakeholder. However, by and large, the terms and conditions of the Contract shall be in-line with those stipulated in this RFP document.

This Agreement is made and executed at _____ on this _____

BY AND BETWEEN

Centre for Development of Advanced Computing, an autonomous Society of the Ministry of Electronics and Information Technology (MeitY), Government of India, registered under the Societies Registration Act, 1860 and the Bombay Public Trusts Act, 1950 having its registered office at _____ (hereinafter referred to as "C-DAC") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns,

AND

_____, an Indian Company, incorporated under the Companies Act, 2013 and having its office at _____, through its authorized signatory, _____, (hereinafter referred to as "_____") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiaries and Affiliates and their respective representatives, successors and assigns,

C-DAC and _____ hereinafter individually referred to as a "Party" or together the "Parties"

Whereas C-DAC had published a Request for Proposal No. CDACP/Safe City/2021/xxx dated xx February, 2021 for appointment of Main System Integrator (hereafter referred as ISP) for providing MPLS & Internet bandwidth for CCTV City Surveillance System as a part of Safe City project of Delhi Police.

Whereas, M/s (ISP) being interested in execution of said work, participated in the tendering process and submitted their techno-commercial offer.

And Whereas, M/s (Name of ISP) having visited and carefully and completely inspected and fully familiarized the scope and responsibilities, represented to C-DAC that they have the required professional skills, personnel and technical and financial capability and resources, have agreed to execute the work as per the scope of work stipulated in this Contract (along with Annexures), the same be treated and read as part and parcel of this Contract.

And Whereas, M/s (ISP) hereby agrees to execute the said work and subject to the conditions set forth herein, for Rs. (amount), excluding the applicable GST, (all of which are collectively hereinafter referred to as the "said Conditions" and forming a part and parcel of this Contract).

And whereas, based on representation made by M/s (ISP), C-DAC agreed to avail the services of M/s (ISP) for completion of aforesaid work, and hence the parties agreed to enter into the present contract.

Now hereby it is agreed by and between the parties hereto as under:

1. Definitions: (As per para 1.4 of chapter 1.)
2. Scope of Contract:
   a. M/s (ISP) shall upon and subject to the conditions of the Contract, execute and complete the work shown upon and described in the schedule of requirements(As given in **Annexure xx** attached) and as per said requirement, at agreed rates.
   b. C-DAC shall pay M/s (ISP) as per this contract for the work completey done to the satisfaction of C-DAC that may become payable at times and in manner hereinafter specified in the said conditions
3. Order of precedence of documents:
   a. Contract Agreement
   b. Latter of Intent
   c. C-DAC's RFP No CDACP/Safe City/2021/xxx dated xxx read with the corrigenda published
   d. The techno-commercial bid submitted by M/s (ISP) subject to acceptance by C-DAC
4. Locations for Delivery and Project Implementation mentioned in para 2.1.11 of chapter 2
5. Performance Security mentioned in para 2.1.13 of chapter 2
6. Phase wise timelines linked with Payment Schedule mentioned in para 2.1.14 of chapter 2
7. Liquidated Damages mentioned in para 2.1.15 of chapter 2
8. Penalties for Non/Under Performance mentioned in para 2.1.16 of chapter 2
9. Termination mentioned in para 2.1.17 of chapter 2
10. Consequence of Termination mentioned in para 2.1.18 of chapter 2
11. Limitation of Liability mentioned in para 2.1.19 of chapter 2
12. Indemnity mentioned in para 2.1.20 of chapter 2
13. Security and Safety mentioned in para 2.1.21 of chapter 2
14. Confidentiality mentioned in para 1.27 of chapter 1
15. Events of Default by ISP mentioned in para 2.1.23 of chapter 2
16. Severability and renegotiation mentioned in para 2.1.24 of chapter 2
17. Non-Waiver mentioned in para 2.1.25 of chapter 2
18. Fall Clause mentioned in para 2.1.26 of chapter 2
19. Jurisdiction mentioned in para 2.1.27 of chapter 2
20. Other paras stipulated in RFP

NOW, THEREFORE, for valuable consideration, the adequacy of which is hereby acknowledged, the Parties covenant and agree as follows:

6.1   Scope of work
   a. Scope of the work is defined in RFP Chapter 4 of the Bid.
   b. ISP is required to provide such goods, services and support as C-DAC may deem fit proper and necessary, during the term of this Contract and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Contract and are deemed necessary by C-DAC, in order to meet its business requirements (hereinafter 'Scope of Work').

6.2   Key Performance Measurements
   a. Unless specified by C-DAC to the contrary, ISP shall perform the services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement in para 4.14 of Chapter 4.

C-DAC in consultation with Delhi Police may amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.

6.3 Commencement and Progress
a. ISP shall subject to the fulfillment of the condition's precedent above, commence the performance of its obligations within 7 days from the date of execution of this Contract, in a manner as per the Scope of Work (Chapter 4).
b. ISP shall proceed to carry out the activities / services with diligence and expedite in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
c. ISP shall be responsible for and shall ensure that all activities/services are performed in accordance with the Contract, Scope of Work and Service Specifications and that ISP's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

6.4 Standards of performance
a. ISP shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. ISP shall always act, in respect of any matter relating to the Contract, as faithful advisors to C-DAC and shall, at all times, support and safeguard C-DAC's legitimate interests in any dealings with Third Parties.

6.5 Ad-Hoc Works
C-DAC/Delhi Police may from time-to-time issue variation to ISP to carry out ad-hoc repair, replacement and improvement works which are not covered under PM or RM works to equipment damaged due to traffic accidents, relocation of equipment affected by road works, maintenance of additional equipment and cleaning and painting of assets.

For accident repair; ISP shall repair the damages as per provision of the contract mentioned above and subsequently advise C-DAC/Delhi Police the cost incurred.

6.6 Approvals and Required Consents
C-DAC shall extend necessary support to ISP to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for ISP to provide the Services. The costs of such Approvals shall be borne by ISP. Both Parties shall give each other all co-operation and information reasonably required.

C-DAC shall also provide necessary support to the ISP in obtaining the Approvals. In the event that any Approval is not obtained, ISP and C-DAC shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for ISP, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that ISP shall not be relieved of its

obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that ISP 's obligations are dependent upon such Approvals.

6.7   ISP's Obligations on Project Planning & Execution

a. ISP shall co-ordinate with C-DAC and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in Chapter-4 of the RFP document. ISP shall also co-ordinate regarding Network / Bandwidth connectivity in order to prepare the installation plan and detailed design / architectural design documents.

b. Bidder should have its own fiber reachability up to the Field /Command & Control Centre location and shouldn't rely on any third party for last mile connectivity. It is expected that all the locations should be connected on Fiber Optic Network. In cases / locations where there are genuine challenges in optical fiber-based connectivity or plan for alternative mode of connectivity in consent with Delhi Police.

c. C-DAC reserves the right to require changes in personnel which shall be communicated to ISP. ISP with the prior approval of C-DAC may make additions to the Project team immediately. ISP shall provide C-DAC with the resume of personnel and provide such other information as C-DAC may reasonably require. In case of change in its team members/ personnel including Key Personnel, for any reason whatsoever, ISP shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members/ personnel in comparison to the personnel whose replacement is being sought. C-DAC may interview the resources suggested by ISP before their deployment on board the Project.

d. ISP shall ensure that none of the Key Personnel and manpower exit from the Project during first 6 months of the beginning of the Project. In case of change in its personnel/ team members, ISP shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.

e. ISP shall ensure that ISP's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. ISP shall ensure that the Services are performed through the efforts of ISP's Team, in accordance with the terms hereof and to the satisfaction of C-DAC. Nothing in this Contract relieves ISP from its liabilities or obligations under this Contract to provide the Services in accordance with C-DAC's directions and requirements and as stated in this Contract and the Bid to the extent accepted by C-DAC and ISP shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

f. ISP shall provision the required critical spares/ components at the designated Data Sites/ office locations of C-DAC for meeting the uptime commitment of the components supplied by him.

g. ISP's representative(s) shall have all the powers requisite for the execution of Scope of Work and performance of Services under this contract. ISP's representative(s) shall liaise with C-DAC's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. ISP shall extend full co-operation

to C-DAC's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of ISP's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other ISP or service providers/vendors of C-DAC working at Delhi Police office locations & field locations and DC &Near DR sites. Such ISP's representative(s) shall be available to C-DAC's Representative at respective Datacenter during the execution of works.

h. ISP is expected to set up a project office in Delhi. The technical manpower deployed on the Project should work from the same office. However, some resources may be required to work from the C-DAC/Delhi Police office during the contract period.

i. C-DAC's representative upon receipt of request from ISP intimating commencement of activities at various locations shall give to ISP access to as much of the Sites as may be necessary to enable ISP to commence and proceed with the installation of the works in accordance with the program of work. Any reasonable proposal of ISP for access to Site to proceed with the installation of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by C-DAC. Such requests shall be made to C-DAC's representative in writing at least 7 days prior to start of the work.

At the site locations, C-DAC's representative shall give to ISP access to as much as may be necessary to enable ISP to commence and proceed with the installation of the works in accordance with the program of work.

6.8   C-DAC's Obligations

a. Sharing of latitude/longitude for final locations
b. Scheduling a joint meeting with all the stakeholders (ISP, MSI, Consultant etc.) during the time of implementation with mutually agreed duration.
c. Coordinating for resolution of permission issues with respective Authorities
d. Clearly defining the site acceptance criteria with the help of MSI and ISP
e. Help in availing the permission to install RF tower, pole, mast to be provided by Delhi Police & C-DAC
f. Appointing a Central SPOC by C-DAC/Delhi Police to address and resolve all customer end issues, provide link delivery acceptance, weekly/monthly project review
g. Facilitating the central submission of Invoices and billing clearance for the ISP
h. Providing permissions to work in night hours must be arranged by Delhi Police
i. C-DAC or its nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to ISP.
j. C-DAC try its best that timely approval is provided to ISP as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other documents necessary in fulfilment of this Contract provided that ISP is in compliance with the requirements under various policies and as per the terms of the Contract.

k. C-DAC's representative shall interface with ISP, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. C-DAC shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of C-DAC is proper and necessary.

6.9   Payment Terms

- Payments to ISP shall be released at actuals on pro-rata basis and in phased manner after the successful completion of the target milestones for the respective phase. During the implementation phase, the amount payable for the period which is not exact multiple of a quarter will be calculated proportionally taking 90 days in a quarter. During the operation phase the quarter shall mean 3 calendar months of a year. The phase wise Payment Schedule for ISP mentioned in para 2.1.14 of Chapter 2.

- The ISP should raise the tax invoice for the actual bandwidth provided for the respective period. While claiming payments at each stage, the copy of certificate issued by C-DAC towards providing the services must be enclosed with invoice. The amount payable shall be released within 30 days of receipt of complete set of documents.

- C-DAC will take judicious decision on invoices submitted(along with inspection report) by ISP regarding acceptance or rejection of services provided under this Project within 30 days and payment will be released to the ISP of the accepted amount as per the payment schedule stipulated in para 2.1.14.

- C-DAC shall make payments to ISP at the times and in the manner set out in the Payment schedule as specified in the Payment Schedule mentioned in para 2.1.14 of Chapter 2 subject to the penalties as mentioned under para 2.1.15 of Chapter 2 of Service Level Agreement.

- All payments agreed to be made by C-DAC to ISP in accordance with the Price Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and C-DAC shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.

- The applicable TDS will be deducted from the invoice/s. The certificate/s towards TDS will be issued at appropriate time.

- No invoice for extra work/change order on account of change order shall be submitted by ISP unless the said extra work /change order has been authorized/approved by C-DAC in writing in accordance with Change Control Note.

- In the event of C-DAC noticing at any time that any amount has been disbursed wrongly to ISP or any other amount is due from ISP to C-DAC, C-DAC may without any prior notice and without prejudice to its rights to recover such amounts by other means after notifying ISP or deduct such amount from any payment falling due to ISP. The details of such recovery, if any, shall be intimated to ISP. ISP shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of C-DAC or ISP.

- The penalty- if any, for delayed deliveries as per terms & conditions stipulated in para 2.1.16 of Chapter 2 of RFP shall be deducted from this amount payable.

- All payments to ISP shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation of the land. All costs, damages or expenses which C-DAC may have paid or incurred, for which under the provisions of the Contract, ISP is liable, the same shall be deducted by C-DAC from any dues to

ISP. All payments to ISP shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by C-DAC to ISP on chargeable basis.

- The quarterly payable amount towards charges shall be paid, subject to approval by C-DAC. The SLA charges towards not meeting the uptime requirement- if any, shall be deducted from the amount payable.)

6.10 Compliance with labour regulations

The ISP shall pay Minimum wages as per law and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set forth under the Minimum Wages Act and the Contract Labor Act 1970 and other relevant provisions of the Law.

(End of Chapter – 6)

Chapter - 7   Standard Formats

7.1 Annexure – 1: Covering Letter

(To be submitted in Original on Letterhead)

Date:
To:
Executive Director
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati,
Pashan Road,
Pune – 411008.

Subject: Submission of the Techno-Commercial bid for providing MPLS and ILL for implementation of Safe City Project of Delhi Police

Dear Sir,

We, the undersigned, offer to submit proposal for providing MPLS and ILL for implementation of CCTV surveillance system and allied services to C-DAC in response to your RFP No. CDACP/Safe City/ISP/2021/326 dated 04th February, 2021.

We are hereby submitting our proposal for same, which includes this Technical bid and the Financial Bid through www.eprocure.gov.in/eprocure/app.

We hereby declare that all the information and statements made in this proposal are true and correct to the best of our knowledge and belief and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the Implementation activities, as stipulated in the referred RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that our firm is not black-listed or debarred from bidding process by Central/ State Government, Govt. Department, PSU or autonomous institutions of GoI, as on date of uploading of this proposal.

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

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,
Authorized Signatory:
Name and Title of Signatory:
e-mail:
Mobile No:

7.2 Annexure – 2: Authority Letter

(To be submitted in Original on Letterhead)

Date:

To:
Executive Director
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati,
Pashan Road, Pune – 411008.

Subject: Authority Letter

Reference document no RFP No. CDACP/Safe City/ISP/2021/326 dated 4th February, 2021

Dear Sir,
We, M/s _____ (Name of the bidder) having registered office at _____ (address of the bidder) herewith submit our bid against the said RFP document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said RFP

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)
Signature and company seal
Name
Designation
Email
Mobile No.

7.3 Annexure – 3: Bidder's Information

1.	Name of the Bidding company:	
2.	Information of the group (if applicable), details of parent company, relation with parent company (if applicable),	
3.	Details of branch offices- if any	
4.	The address of branch or office of the bidder company in Delhi-NCR. Registration details	
5.	Name, designation and contact details of single point contact person for this RFP: For Technical Information: For Commercial Information:	
6.	Brief description of business activities carried out by bidder (not by the group companies) in India.	
7.	Whether bidder is providing the required bandwidth through their own infrastructure or through leased infrastructure:	
8.	If planning to provide bandwidth through leased infrastructure, please give details:	

7.4 Annexure – 4: Annexure for Undertaking towards EMD

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

To:
Executive Director
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati,
Pashan Road, Pune – 411008

Dear Sir,

We, the undersigned, offer to provide MPLS and ILL for CCTV surveillance project, in response to your RFP No CDACP/Safe City/ISP/2021/326 dated 4th February, 2021.
We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

a. Our bid shall remain valid for 180 days from the date of submission and that we will not withdraw or modify our bid during the validity period,

b. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 07 days of placement of order on us.

c. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Performance Security of 03% of the order/contract value, as per terms stipulated in the RFP.

d. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of Ministry of Electronics and Information Technology, GoI, for a period of minimum one year.

e. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
e-mail:
Mobile No:

7.5 Annexure – 5: Documents Check-List

Sr. No.	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1.	Technical Bid Covering Letter		
2.	Technical Bid Check-List		
3.	The authority letter issued by the competent authority of the bidder, authorizing the signatory to sign the bid documents,		
4.	The bidder's information		
5.	Scanned copy of Demand draft /e-payment receipt towards Document Fee		
6.	Undertaking by the bidder towards Earnest Money Deposit		
7.	The copy of registration certificate or a declaration in compliance with the provisions stipulated in office memorandum F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI.		
8.	Copies of audited balance sheets for the financial years 2019-2020, 2018-2019 and 2017-2018 pertaining to bidder or Certificate from the Statutory Auditor/CA certifying the annual turnover of bidder in years 2019-2020, 2018-2019 and 2017-2018.		
9.	A self-attested copy of Partnership deed / Memorandum and Articles of Association/ Registration certificate etc., as applicable		
10.	GST registration certificate		
11.	PAN card		
12.	Self-certificate stating that the Bidder has not been blacklisted by any Central/State Government Department/Organization.		
13.	Documents in support of eligibility criteria		
14.	Copy of the valid telecom/Internet license issued by the competent authority of India, for providing required telecom/Internet services		
15.	Details pertaining to overall project implementation approach, Phase wise scope and overlapping of activities, how time lines could be met, availability of qualified manpower, deployment plan, etc.		
16.	The line diagrams, drawings, GA Layouts, network diagrams, maps etc. as required for implementation of project		

17.	The printed catalogue / leaflet, data sheets, tables, charts etc. (if applicable) on the solution offered.		
18.	Copies of Certificates towards country of manufacture of major items – routers, switches, cables etc.		
19.	Project implementation plan		
20.	Copies of orders/contracts/projects completed by the bidder, in support of pre-qualification requirements		
21.	Total responsibility undertaking		
22.	Bill of quantities		

7.6 Annexure – 6: Unconditional and Irrevocable Performance Bank Guarantee Format

Ref: _____   Date _____
Bank Guarantee No. _____

To:
Executive Director
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati,
Pashan Road, Pune – 411008

Whereas, <<name of the Successful Bidder and address>> (hereinafter called "the Successful Bidder" or "Master System Integrator") has undertaken, in pursuance of LoI no. <Insert LoI No.> dated <Date> to provide Implementation services for <<name of the assignment>> to C-DAC (hereinafter called "C-DAC")

And whereas it has been stipulated by in the said LoI that the Successful Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

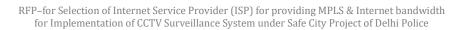And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the Successful Bidder such a bank guarantee.
Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Successful Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the contract documents which may be made between you and the Successful Bidder/ Master System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)
Notwithstanding anything contained herein:
    I.   Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
   II.   This bank guarantee shall be valid up to <Insert Expiry Date>)
  III.   It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or

demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date   _____

Place   _____   Signature   _____

Witness _____   Printed name   _____

(Bank's common seal)

7.7 Annexure – 7: Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place: _____

Date: _____

To:
Executive Director
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati,
Pashan Road, Pune – 411008

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of **Selection of an Internet Service Provider (ISP) for providing MPLS and Internet bandwidth for Implementation of CCTV Surveillance System under Safe City Project**

Ref: RFP No. **<<.....>> dated << .....>>**

Dear Sir,
We confirm that our {company or firm}, M/s _____, is currently and within last 3 years not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name
Designation
Seal
Date:
Place:
Business Address:

7.8 Annexure – 8: No Deviation Certificate

To,

**Executive Director
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati,
Pashan Road, Pune – 411008**

This is to certify that our offer is exactly in line with your RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation in either Technical Bid (including but not limited to Scope of Work, Business Requirements Specification, Bandwidth Requirement Specifications, Functional Requirements Specification and Technical Requirements Specification) or Financial Bid in either direct or indirect form.

In the event, this certificate is found to be false, we understand and agree that C-DAC shall have the right to reject our Bid and disqualify us from the bidding process.

(Authorised Signatory)

Signature:
Name:
Designation:
Address:

Seal:

Date:

7.9 Annexure – 9: Total Responsibility Certificate

To,

Executive Director
Centre for Development of Advanced Computing(C-
DAC) Innovation Park, Panchavati,
Pashan Road, Pune – 411008

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the chapters of the RFP.

(Authorised Signatory)

7.10 Annexure – 10: Pre-Qualification Criteria Document Index List

References of all the documents pertaining to Pre-Qualification/Eligibility Criteria must be indexed as per the format given below.

Sl. No.	Pre-Qualification Criteria	Page No. and Section No. in the Bid
1.		
2.		
3.		
4.		

7.11 Annexure – 11: Integrity Pact

(Format of Integrity Pact)

(TO BE ATTACHED WITH TECHNICAL BID DULY FILLED, STAMPED AND SIGNED ON EACH PAGE OF THE PACT)

PRE CONTRACT INTEGRITY PACT

Between

Centre for Development of Advanced Computing (C-DAC), a Scientific Society of Ministry of Electronics and Information Technology (MeitY), Govt. of India, registered under the Societies Registration Act of 1860 and the Bombay Public Trusts Act of 1950, having its registered office at C-DAC Innovation Park, Panchavati, Pashan, Pune 411008, hereinafter referred to as "C-DAC" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____ , a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at _____ represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS C-DAC proposes to procure under laid down organizational procedures, contract/s for ---------------- (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. _____

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling C-DAC to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and C-DAC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of C-DAC

1.1 C-DAC undertakes that no official of C-DAC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other

advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2 C-DAC will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of C-DAC will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to C-DAC with full and verifiable facts and the same is prima facie found to be correct by C-DAC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by C-DAC or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by C-DAC the proceedings under the contract would not be stalled.

2.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of C-DAC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of C-DAC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with C-DAC.

2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of C-DAC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by C-DAC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of C-DAC, or alternatively, if any relative of an officer of C-DAC has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of C-DAC.

2.13 The Bidder/supplier shall follow all rules and regulations of India.

3.0 Previous Transgression

3.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India.

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0   Earnest Money Deposit

The provision regarding Earnest Money Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0   Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle C-DAC to take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" and initiate all or any one of the following actions, wherever required:-

(i)   To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by C-DAC and C-DAC shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to C-DAC resulting from such cancellation/rescission and C-DAC shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by C-DAC, along with interest as per the provision of contract.

(v)   To debar the Bidder/Contractor from participating in future bidding processes of C-DAC, as per provisions of "Guidelines on Banning of Business Dealings" which may be further extended at the discretion of C-DAC.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(vii)   In cases where irrevocable Letters of Credit have been received in respect of any contract signed by C-DAC with the Bidder/ Contractor, the same shall not be opened/operated.

(viii)   Forfeiture of Performance Security in case of a decision by C-DAC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. C-DAC will be entitled to take all or any of the actions mentioned at para 6.1 to 6.8 of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.

5.3. The decision of C-DAC to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Contractor shall be final and conclusive on the Bidder / Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

6.1. C-DAC has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform ED/DG of C-DAC and request C-DAC to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6.6. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of C-DAC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

6.7. C-DAC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

6.8. The Monitor will submit a written report to the ED/DG of C-DAC within 10 days from the date of reference or intimation to him by C-DAC/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

6.9. The word 'Monitor' would include both singular and plural.

7.0   Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, C-DAC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0   Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of C-DAC. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact. The decision of C-DAC regarding breach of this Pact shall be final and binding on Bidder/Contractor.

9.0   Other Legal Actions

9.1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2. Changes and supplements as well as termination notice need to be made in writing.

9.3. If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0   Validity

10.1   The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution/completion of the contract to the satisfaction of both C-DAC and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

10.2   Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The Parties hereby sign this Integrity Pact at _____ on _____.

Employer	Bidder (Authorised Person)
Name of the Officer	(Name of the Person)
Designation	Designation
Place----------------	Place--------------
Date---------------	Date--------------
Witness1._____	Witness1._____
(Name and address)	(Name and address)

(End of Chapter – 7)

(End of Document)