Request for Proposal

to

Development of classroom under
National Cyber Training Centre

Released by:
National Crime Records Bureau (NCRB)
Ministry of Home Affairs
Government of India
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NCRB also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

NCRB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that NCRB is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for this project and NCRB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NCRB or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and NCRB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
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1 Introduction, Background and General Information

National Crime Records Bureau (NCRB) imparts training to the Indian as well as Foreign Police Officers. NCRB is in process of establishing simulation functionality under National Cyber Training Center. In order to establish state of art training facility at NCRB, a need is felt to modernize existing training room to support future requirement as under NCTC.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items of Information</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Employer</td>
<td>National Crime Records Bureau</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ministry of Home Affairs, Government of India, New Delhi.</td>
</tr>
<tr>
<td>2</td>
<td>Name of the contact person for any clarification</td>
<td>Dr. Prashun Gupta</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dy Director (C-II)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address:- National Crime Records Bureau</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NH-8 Mahipalpur</td>
</tr>
<tr>
<td></td>
<td></td>
<td>New Delhi - 110037.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e-mail: <a href="mailto:nctc@ncrb.nic.in">nctc@ncrb.nic.in</a></td>
</tr>
<tr>
<td>3</td>
<td>Tender Inviting Authority</td>
<td>National Crime Records Bureau</td>
</tr>
<tr>
<td>4</td>
<td>Job Requirement</td>
<td>Development of classroom under National Cyber Training Centre.</td>
</tr>
<tr>
<td>5</td>
<td>Publication of the RFP Notification</td>
<td>9&lt;sup&gt;th&lt;/sup&gt; March 2020 at 1400 Hrs</td>
</tr>
<tr>
<td>6</td>
<td>Date till which the RFP response should be valid</td>
<td>180 days from the opening date of Proposal.</td>
</tr>
<tr>
<td>7</td>
<td>Cost of Tender Document</td>
<td>There is no cost for purchase of tender document. The RFP document can be downloaded from website <a href="http://www.ncrb.gov.in">www.ncrb.gov.in</a></td>
</tr>
<tr>
<td>8</td>
<td>Last date for receiving written queries / clarifications</td>
<td>27&lt;sup&gt;th&lt;/sup&gt; March 2020 till 1800 Hrs.</td>
</tr>
</tbody>
</table>
|        |                                              | All the queries should be received on or before the prescribed date and time, through email only with subject line as follows: “Pre-Bid queries -<Bidder’s Name>”.
<p>|        |                                              | The queries should be submitted as per the format prescribed in Annexure 4(a) of the RFP. |
|        |                                              | The Pre-Bid queries to be sent to the following Email Ids: Email ID : <a href="mailto:virtual@ncrb.nic.in">virtual@ncrb.nic.in</a> |
| 9      | Time, Date &amp; Venue of Pre-Bid Conference     | 30&lt;sup&gt;th&lt;/sup&gt; March at 1500 Hrs at Conference Room, National Crime Records Bureau, NH-8 Mahipalpur, New Delhi- |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Last date and time for submission of Bids</td>
</tr>
<tr>
<td></td>
<td>24&lt;sup&gt;th&lt;/sup&gt; April 2020 till 1800 Hrs.</td>
</tr>
<tr>
<td>11</td>
<td>Addressee and address at which the bid is to be submitted.</td>
</tr>
<tr>
<td></td>
<td>Director National Crime Records Bureau</td>
</tr>
<tr>
<td></td>
<td>NH-8 Mahipalpur, New Delhi-110037</td>
</tr>
<tr>
<td>12</td>
<td>Bid Security /Earnest Money Deposit Amount Payable.</td>
</tr>
<tr>
<td></td>
<td>Bidders(*except MSEs) shall submit, along with their Bids, Bid Security/Earnest Money Deposit(EMD) of 2% of the total amount quoted in their tender in the form of a bank guarantee or Demand Draft / Pay Order drawn from a Nationalized/ Scheduled bank in favor of “PAO, DCPW”, payable at New Delhi. *Refer General Financial Rule 2017(GFR 2017), Rule 170-Bid security.</td>
</tr>
<tr>
<td>13</td>
<td>Opening of Technical proposals</td>
</tr>
<tr>
<td></td>
<td>28&lt;sup&gt;th&lt;/sup&gt; April 2020 at 1500Hrs</td>
</tr>
<tr>
<td>14</td>
<td>Date for the opening of Financial proposals for technically qualified bidders</td>
</tr>
<tr>
<td></td>
<td>To be announced later</td>
</tr>
</tbody>
</table>

**Note:-**

- A Bidder cannot be allowed to submit more than one Bid.
- Bidder should have to meet all requirements given in this RFP.
- Any amendment/corrigendum to the RFP document shall be posted on the NCRB’s website “www.ncrb.gov.in”.
- The NCRB reserves the right to call for any other details or information from any of the Bidders.
- NCRB reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and/or for particular bidder and also reserves all rights, at any time to add, alter, modify, change, edit & delete any condition at any stage, and any of these terms and conditions or replace fully or partly for whole process and modify without assigning any reasons whatsoever prior to Last date of submission of bid. In this regard, the decision of NCRB shall be final and binding on all the participants. NCRB also reserves the right to cancel the entire tender process without assigning any reason.
- All cutting/overwriting should be duly attested by authorized Signatory. Use of correction fluid is strictly prohibited.
2 Scope of the Project

2.1 Functional scope of the Project

The overall project can be described in following points:-

a. Civil and Interior work to provide soundproof training environment with furniture and fixture to meet the requirement as per training room.

b. Recording of lectures with two PTZ cameras (One for Lecturer and one for Trainees)

c. PTZ camera Controller (One No)

d. Audio Video Switcher (One No)

e. One Interactive Display Board 75”

f. Two LED display Panel (75” and 65”)

g. E3 Ceramic Steel (Magnetic) Whiteboard 4”x6” conforming to EN-101, The surface also conforms to abrasion & wear tests specified in ASTM-501 (One No)

h. Intelligent Broadcast Quality Solution

i. Proper Lighting arrangement to facilitate effective recording.

j. Digital Audio Conference System

k. Editing equipment & software

l. Storage & Archival
2.2 **Civil and Interior work**

To provide soundproof training environment with furniture and fixture to meet the requirement as per training room.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Unit</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Glass Windows sound proofing</td>
<td>Sqft</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Cushioned Sound proof tiles over high density board</td>
<td>Sqft</td>
<td>Board : ISI marked</td>
</tr>
<tr>
<td>2.0</td>
<td>WALL FINISHES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>P&amp;A of POP plaster on wall</td>
<td>Sqft</td>
<td>POP : Sakarni / Equivalent</td>
</tr>
<tr>
<td>b.</td>
<td>Providing and applying acrylic emulsion Paint finish</td>
<td>Sqft</td>
<td>Paint : Asian/ Berger / Dulux</td>
</tr>
<tr>
<td>c.</td>
<td>P&amp;F of fabric soft panel on walls for acoustic purpose complete with soft board fixed on 12 mm thick MDF .(BSP of fabric : 150/mtr or higher)</td>
<td>Sqft</td>
<td>Board : ISI marked</td>
</tr>
<tr>
<td>3.0</td>
<td>Wood Work &amp; Furniture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>P&amp;F of raised floor made up in water proof block board with wooden filled with sound proofing material /MS framework as per details.</td>
<td>Sqft</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Modular Furniture for 35 Trainees &amp; Trainer</td>
<td>Nos</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>P&amp;F of low height storage made up of waterproof block board finished with 1 mm thick laminate of approved shade.</td>
<td>Sqft</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>P&amp;F of AV control storage made up of waterproof block board finished with 1 mm thick laminate of approved shade having a peeping window of 2 ft x3 ft</td>
<td>Sqft</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>Start stop signage with beep at the AV control room.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0</td>
<td>Flooring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>P&amp;F of carpet of approved shade (BSP : 175 per sqft or better)</td>
<td>Sqft</td>
<td>Make : Balta/ Condor</td>
</tr>
<tr>
<td>b.</td>
<td>P&amp;F of aluminum transition/Corner profile on carpet termination points.</td>
<td>Rft</td>
<td>Make : bottomline/ Proline/ Prinz</td>
</tr>
<tr>
<td>c.</td>
<td>P&amp;F of aluminum Skirting of size 50 mm</td>
<td>Rft</td>
<td>Make : bottomline/ Proline/ Prinz</td>
</tr>
<tr>
<td>5.0</td>
<td>Electricals Works</td>
<td></td>
<td>As per requirement</td>
</tr>
<tr>
<td>a.</td>
<td>P&amp;F of electrical points on training &amp; trainer's table as per details complete with conduiting, wiring &amp; switch gears. (UPS points: 5 /15 amp, 3sockets , 2 switch for each work stations)</td>
<td>Nos</td>
<td></td>
</tr>
</tbody>
</table>
b. Providing modifications to existing electrical lines for lights in ceiling and other new connections required for projector, AV control panel etc. L/S

d. All electric connections wires, plugs, switches etc. at every desk as per the requirement inclusive of all.

c. Light Fixtures

d. 2’ X 2’ LED slim panel 24 watt or higher (Flicker free) (6500*K) No Havells/Orient/Philips

6.0 **Data/IT Networking, Voice**

a. DATA cabling Wire - Cat 6. Nos Belden/Dlink

b. HDMI Cable, Video cable, Audio Cable, Speaker Cable etc. Nos

7.0 **Misc. Works**

a. Termite treatment Sqft Make: Bayer Premise

8.0 **Design Consultancy**

a. Providing design, detailed layout, working drawings along with 3D rendering. Nos

**Note:**

1. All laminate used should be of ISI mark of Marino/Delra/Greenlam brand
2. Acoustic should be with noise level less than 35db
3. Electric wire ISI mark of brand RR/Finolex/Polycab
4. HDMI cables of make Kramer/Extron/AERO/Canare
5. All Audio/Video cables of make Belden/Klotz/Kramer/Canare
6. Modular Furniture of make Godrej/Geekan/OMex/IKEA/Falkon
7. Draft Layout of the Training Room is placed at Annexure-“A”

### 2.3 **PTZ Camera Specification (2 Nos)**

<table>
<thead>
<tr>
<th>PTZ Camera (HD)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Image Sensor</td>
<td>1” Exmor RCMOS /CMOS/MOS</td>
</tr>
<tr>
<td>Image Sensor (Number of Effective Pixels)</td>
<td>12 Megapixels or more</td>
</tr>
<tr>
<td>Feature</td>
<td>Specification</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Signal System</td>
<td>1080/59.94P, 1080/59.94I, 720/59.94P, 1080/50P, 1080/50I, 720/50P</td>
</tr>
<tr>
<td>Minimum Illumination (50IRE)</td>
<td>1.7Lx (50IRE, 1/30s, Iris/Gain Auto)</td>
</tr>
<tr>
<td>Gain</td>
<td>Auto/Manual (-3dB to +33dB) or better</td>
</tr>
<tr>
<td>Shutter Speed</td>
<td>1/10000s to 1/8 (59.94/29.97) 1/10000s to 1/6 (50/25) or better</td>
</tr>
<tr>
<td>Exposure Control</td>
<td>Auto, Manual, Priority mode (shutter priority, iris priority, gain priority), EV compensation, Back light, Spot light</td>
</tr>
<tr>
<td>White Balance</td>
<td>Auto1/Auto2/One Push/Indoor/Outdoor/Manual</td>
</tr>
<tr>
<td>Optical Zoom</td>
<td>minimum 10x</td>
</tr>
<tr>
<td>Focusing System</td>
<td>Auto/Manual</td>
</tr>
<tr>
<td>Horizontal Viewing Angle</td>
<td>60° (Wide-end) or better</td>
</tr>
<tr>
<td>Focal Length</td>
<td>F2.8 (Wide), F4.5 (Tele)</td>
</tr>
<tr>
<td>Pan/Tilt Angle</td>
<td>Pan: ±170° or better</td>
</tr>
<tr>
<td>Pan/Tilt Angle</td>
<td>Tilt: +90°/-30° or better</td>
</tr>
<tr>
<td>Pan/Tilt Speed</td>
<td>Pan: 0.3° to 60°/s variable</td>
</tr>
<tr>
<td></td>
<td>Tilt: 0.3° to 60°/s variable</td>
</tr>
<tr>
<td>Preset Position</td>
<td>100 or more</td>
</tr>
<tr>
<td>HD Video Output</td>
<td>3G-SDI and HDMI</td>
</tr>
<tr>
<td>Camera Control Interface</td>
<td>RS-422 (VISCA)</td>
</tr>
<tr>
<td>External Sync. Input</td>
<td>Yes</td>
</tr>
<tr>
<td>Ceiling Mount / Wall Mount</td>
<td>Needed as per the requirement</td>
</tr>
</tbody>
</table>
2.4 PTZ Camera Controller (1 No’s)

<table>
<thead>
<tr>
<th>Input/output connectors</th>
<th>Control input/output</th>
<th>VISCA RS-422 OUT connector: RJ-45 x 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>LAN: RJ-45 x 1, 10BASE-T/100BASE-TX automatically detected</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GPI I/O (Tally In/Contact Out): D-Sub 15-pin (female)</td>
</tr>
<tr>
<td>Control signal format</td>
<td></td>
<td>9,600 bps/38,400 bps (for RS-422 communication)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VISCA over IP communication</td>
</tr>
<tr>
<td>User Interface</td>
<td>Display</td>
<td>Yes</td>
</tr>
<tr>
<td>Camera Control</td>
<td>Speed Control</td>
<td>Yes 3 dials (PT, Zoom and Focus separately)</td>
</tr>
<tr>
<td></td>
<td>Zoom Ring of Joystick</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>ASSIGN button</td>
<td>6</td>
</tr>
<tr>
<td>Minimum IP Connections</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Minimum Serial Connections</td>
<td></td>
<td>6 &amp; above</td>
</tr>
<tr>
<td>Control Protocol</td>
<td></td>
<td>VISCA over IP/VISCA RS-422 switchable</td>
</tr>
<tr>
<td>Should have</td>
<td>1. R gain and B gain adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. R black and B black adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Master black adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Detail level display and adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Knee point display and adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. AE level display and adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Iris setting display and adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. Gain setting display and adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. Shutter speed display and adjustment</td>
<td></td>
</tr>
</tbody>
</table>

2.5 Audio Video Switcher

These specifications lay down the required performance characteristics of broadcast quality minimum 6 Input 1M/E Digital Video Production Switcher.

a. The offered equipment should be from an internationally reputed manufacturer.
b. The switcher should have 6 or more video input supporting SD-SDI, HD-SDI and HDMI interfaces.
c. Inbuilt or external control panel should have source selection buttons/touch screen interface for video selection.
d. Each source selection should have a complete display to customize the source names for different applications.
e. It should have capability to map all the internal or external sources to any cross point/physical connectors.
f. It should have facility to store and recall the effects of the switcher operations through a single button/touch.
g. It should also have internal SSD with sufficient storage, more over it should support external media interface like USB/Hard disk etc. to store and recall the effects, videos, fonts, graphics recording etc.

h. Switcher should have minimum 2 Keyers or more on 1 M/E, which can be used as Chroma, and Picture in Picture.

i. Switcher should have Chroma Key Capability and possible to move, transform and crop for the Chroma key or using DME/DVE.

j. Switcher should store Still, Video and Audio video in HD that can be used to output as still or clip file.

k. Standard interface like RS-422 or 232 for camera control.

l. Dedicated REF/Sync output should be available.

m. Switcher should have 1 AUX Output, which can route the sources, clean, PGM video signal.

n. If external Control panel is there then panel should equipped with OLED displays, LED indicators, LCD RGB XPT buttons for more accurate and user-friendly operation.

o. Switcher should have facility to attach keyboard for controlling

p. Basic Audio mixing feature should be available in switcher. Having 6 or more audio inputs, mic On/Off, Pan, equalizer, Oscillator features would be there.

q. Switcher should record PGM or Aux video signal with audio. Switcher can record minimum 8 hours of recording (MPEG-HD).

r. Switcher should stream Audio Video signal to external Streaming servers like YouTube, U stream etc. If did not have inbuilt feature, then the streaming device should be supplied separately.
## Technical Specification

| NETWORK          | RJ45 Type x 2  
|                 | 100/1000 base-TX |
| USB3.0           | USB A Type x 4,  
|                 | USB3.0 equiv. |
| GPI              | 9 pin in-line connector  
|                 | Input x4: TTL Output x4 : Open corrector |
| VISCA OUT        | 5 pin in-line connector / RS-422 equiv. |
| LCD              | (i) minimum 15” or higher LCD 1920 x 1080 |

| Speaker          | Built-In Speaker |

### VIDEO INPUTS

| HD/SD SDI        | BNC type x 4  
|                 | 75Ω, 1.5Gbps, 270Mbps  
|                 | SMPTE-292M, SMPTE-259M-C |

| Composite        | Yes  
| VIDEO: 1.0 Vp-p 75Ω, negative sync |
| RGB              | D-Sub Shrink 15pin Type x2 (Female) |
| HDMI             | HDMI (Type A) x 2 |

### VIDEO OUTPUTS

| HD/SD SDI        | BNC type minimum 2,  
|                 | 75Ω, 1.5Gbps, 270Mbps  
|                 | SMPTE-292M, SMPTE-259M-C |
| HD SDI           | BNC type x 1 75Ω, 1.5Gbps, SMPTE-292M |
| RGB              | D-Sub Shrink 15pin Type x1 (Female) |
| HDMI             | HDMI (Type A) minimum 1 or more |
| REF OUT          | BNC Type x 1 Analog black burst signal  
|                 | PAL: 0.3 Vp-p +/- 2dB, 75Ω, negative sync |

### Audio Signals

#### AUDIO INPUTS

| Analog Inputs    | XLR/TRS Combo Type x 4  
|                 | Ref. Level: +4 dBu, -20 dBu, -44 dBu  
| Mic. Power: +48 V On/Off |
| Analog Inputs    | Phono Jack pin x 2  
| Reference input level: −10 dBu,  
| input impedance: 10 kΩ or more |

### AUDIO OUTPUTS

| PGM OUT          | TRS phono x 2  
| Reference level: +4 dBu (10 kΩ load),  
| Max. output level: +24 dBu,  
<p>| Output impedance: 150 Ω or better |
| MIX OUT          | Phono Jack pin x 2 |</p>
<table>
<thead>
<tr>
<th>HEADPHONES</th>
<th>1/4&quot; Stereo Phone Jack Type x 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supported Video Format</td>
<td></td>
</tr>
<tr>
<td>SDI Input Format</td>
<td>1080i/50Hz, 1080i/59.94Hz 480i/ 59.94Hz, 576i/50Hz</td>
</tr>
<tr>
<td>SDI Output Format</td>
<td>1080i/50Hz, 1080i/59.94Hz 480i/ 59.94Hz, 576i/50Hz</td>
</tr>
<tr>
<td>HDMI Input Format</td>
<td>VGA(640x480),XGA(1024x768), WXGA(1280xx768) SXGA (1280x1024),UXGA (1600x1200) 1600x900(WXGA++),1920x1080(Full HD) Frequency : 59.94Hz, 75Hz(Only XGA)</td>
</tr>
<tr>
<td>HDMI Output Format</td>
<td>VGA(640x480), XGA(1024x768), WXGA(1280xx768) SXGA (1280x1024), 1920x1080(Full HD) Frequency : 59.94Hz, 75Hz(Only XGA)</td>
</tr>
<tr>
<td>Audio Signals Performance</td>
<td></td>
</tr>
<tr>
<td>Sampling Frequency</td>
<td>48kHz (Audio Mixer)</td>
</tr>
<tr>
<td>Quantization</td>
<td>24 bit (A/D, D/A) 40bit (DSP)</td>
</tr>
<tr>
<td>Frequency Response (MIC/LINE)</td>
<td>20Hz to 20kHz +0.5dB to -2dB</td>
</tr>
<tr>
<td>Streaming Performance</td>
<td></td>
</tr>
<tr>
<td>Format (Codec)</td>
<td>Flash (H.264, AAC),</td>
</tr>
<tr>
<td>Protocol</td>
<td>RTMP</td>
</tr>
<tr>
<td>Audio Sampling Frequency</td>
<td>48kHz</td>
</tr>
<tr>
<td>Resolution &amp; Bit Rate(A+V)</td>
<td>960x540 (800kbps+96kbps), 608x342 (500kbps+64kbps), 480x270 (350kbps+32kbps)</td>
</tr>
<tr>
<td>Frame Rate</td>
<td>30fps/25fps (Typical)</td>
</tr>
<tr>
<td>Recording for VOD</td>
<td>Yes (.flv)</td>
</tr>
<tr>
<td>Recording</td>
<td></td>
</tr>
<tr>
<td>Recording Format</td>
<td>XDCAM(TM) MPEG HD (.mxf) Mpeg2 .mxf and Flash, should be able to record simultaneously on the PGM and AUX outputs.</td>
</tr>
<tr>
<td>Codec</td>
<td>Video:MPEG-2 MP@HL, Audio : LPCM</td>
</tr>
<tr>
<td>Recording Bit Rate</td>
<td>35Mbps (1920x1080, 4:2:0) or better</td>
</tr>
<tr>
<td>Video Quantization</td>
<td>8bit or more</td>
</tr>
</tbody>
</table>
### Intelligent Broadcast Quality Solution

<table>
<thead>
<tr>
<th>S.No</th>
<th>Technical Specification</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Video Input</td>
<td>2 HDMI Inputs</td>
</tr>
<tr>
<td>2</td>
<td>Video Output</td>
<td>2 HDMI</td>
</tr>
<tr>
<td>3</td>
<td>Video Resolution</td>
<td>HDMI In 1: Up to 4K 30p (3840×2160 / 29.97P, 25P) HDMI In 2: Up to FHD 60p (1920×1080 / 59.94P, 50P)</td>
</tr>
<tr>
<td>4</td>
<td>Network</td>
<td>RJ-45 (1000BASE-T)</td>
</tr>
<tr>
<td>5.a</td>
<td>Handwriting extraction</td>
<td>The system should be capable to ensure that words and diagrams written on a white board or black board remain in full view of the audience. Handwritten text, sketches and diagrams should automatically recognized, extracted and displayed as a real-time overlay in front of the presenter. Even if the speaker is standing directly in front of the board the content written on the board should be visible before the presenter. Viewers watching the presentation remotely can become immersed in the content too.</td>
</tr>
<tr>
<td>5.b</td>
<td>PTZ Camera auto tracking</td>
<td>Connected to a PTZ camera, System should automatically track a presenter smoothly and accurately, ensuring the focus remains sharp and they are within the frame at all times.</td>
</tr>
<tr>
<td>5.c</td>
<td>Closeup Gesture</td>
<td>When connected to a PTZ camera, System should detect and respond to the gestures of audience members during a presentation. System should react when a member of the audience stands up, triggering the camera to zoom in on the participant as they make their point. To ensure capturing students' questions in lectures.</td>
</tr>
<tr>
<td>5.d</td>
<td>Chromaless CG Overlay</td>
<td>The System should support the content in realtime without going to special studio for still pictures, graphics etc.</td>
</tr>
<tr>
<td>5.e</td>
<td>Focus Area Cropping</td>
<td>Should have focus area cropping as main feature</td>
</tr>
<tr>
<td>6</td>
<td>Audio In</td>
<td>Stereo, 3.5/6mm minijack/RCA/XLR</td>
</tr>
<tr>
<td>7</td>
<td>Streaming</td>
<td>Should support H.264 RTSP Streaming</td>
</tr>
<tr>
<td>8</td>
<td>Power/Operation Temperature</td>
<td>As per Indian standard voltage configuration (AC 220V+-5%).</td>
</tr>
</tbody>
</table>
2.7 **Interactive Monitor/Board**

Multi-touch 4k interactive monitor with modern technology allows a perfect view for interactive presentations. The Interactive Flat Panel Display should be an all-in-one solution which could be used as a white board as well as a display for video conferencing etc. The Interactive Flat Panel Display should have an Android player, can be integrated with PC, have built-in powerful sound and front loading USB for ease of use. The Interactive monitor should have finger-touch and pen-enabled and allow multiple users at once to work on the screen.

**SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Technology</th>
<th>LED (Light Emitting Diode) Backlit Display</th>
</tr>
</thead>
<tbody>
<tr>
<td>Display size (Diagonal)</td>
<td>Diagonal 75 inch or Higher</td>
</tr>
<tr>
<td>Aspect Ratio</td>
<td>16:9</td>
</tr>
<tr>
<td>Resolution</td>
<td>3840 X 2160 or higher</td>
</tr>
<tr>
<td>Viewing Angle</td>
<td>178 degree or better</td>
</tr>
<tr>
<td>Contrast Ratio</td>
<td>1200:1 or higher</td>
</tr>
<tr>
<td>Brightness</td>
<td>400 cd/m² or higher</td>
</tr>
<tr>
<td>Response Time (ms)</td>
<td>8ms or better</td>
</tr>
<tr>
<td>Numbers of Touch</td>
<td>Up to 20 Point Multi-touch or better</td>
</tr>
<tr>
<td>Display colour</td>
<td>8 bit-16 million colours or better</td>
</tr>
<tr>
<td>Front Panel</td>
<td>Antiglare Tempered Glass 4mm or higher</td>
</tr>
<tr>
<td>Input / Output Ports</td>
<td>VGA IN x 1, VGA Out x 1, HDMI x 3 (Minimum 2 Input &amp; one Out Put), LAN Port Android x 1, SDIF, RS-232 In/Out, YPbPr/Video IN, Video Out, USB ports 3.0 or higher</td>
</tr>
<tr>
<td>Audio</td>
<td>Inbuilt speakers of 10 Watts RMS each or higher</td>
</tr>
<tr>
<td>Communication port</td>
<td>RS 232C &amp; LAN</td>
</tr>
<tr>
<td>Power supply requirement</td>
<td>230V AC +/- 10%, 50 Hz</td>
</tr>
<tr>
<td>Accessories to be supplied</td>
<td>AC Power cord, User Manual, Remote control, Ceiling Mount bracket, necessary cables and connectors shall be provided to make it a complete operable unit. Any other accessories, if required will be provided by the vendor free of cost</td>
</tr>
</tbody>
</table>
**Built-in Android** | RAM Memory-3 GB, Internal Storage-16 GB, Android version 8.0 & CPU- ARM Cortex A53 or higher
---|---
**Network Mode** | Wired: LAN, Wireless: WIFI
**On Screen Zoom facility** | Available
**Android Supported** | Audio, Video, Excel, PDF, Word, PPT
**Special Features** | Features:-
1. Energy Saving – Ideal to Standby Time
2. Screen Sharing from laptop and mobile phones
4. Should be make fully functional with existing computer fitted in the smart podium.

### 2.8 Display Panels (Two in No’s)

<table>
<thead>
<tr>
<th>Technology</th>
<th>LED (Light Emitting Diode) Backlit Display</th>
</tr>
</thead>
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<tr>
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</tr>
<tr>
<td>Brightness</td>
<td>400 cd/m² or higher</td>
</tr>
<tr>
<td>Response Time (ms)</td>
<td>8ms or higher</td>
</tr>
<tr>
<td>Display colour</td>
<td>8 bit-16 million colours or better</td>
</tr>
<tr>
<td>Input / Output Ports</td>
<td>VGA IN x 1, VGA Out x 1, HDMI x 3, LAN Port, SDIF, RS-232 In/Out, YPbPr/Video IN, Video Out, USB ports</td>
</tr>
<tr>
<td>Audio</td>
<td>Inbuilt speakers of 8 Watts RMS each or higher</td>
</tr>
<tr>
<td>Communication port</td>
<td>RS 232C &amp; LAN</td>
</tr>
<tr>
<td>Power supply requirement</td>
<td>230V AC +/- 10%, 50 Hz</td>
</tr>
<tr>
<td>Accessories to be supplied</td>
<td>AC Power cord, User Manual, Remote control, Ceiling Mount bracket, necessary cables and connectors shall be</td>
</tr>
</tbody>
</table>
| **Special Features** | Features:  
1. Energy Saving  
2. Scheduled Power On / Off  
3. Screen Shot in Single Click  
4. Should be make fully functional. |
|---------------------|----------------------|

**Note:** Standard accessories like pencil cells, remote control, user manual etc. should be included. The Input and output to the Interactive Display Board, Podium, PTZ Cameras and the Display Panels should be fully controllable from the AV control room as setup by the vendor. The output from any of the devices can be routed to all other display devices and it should be fully controllable. The control should be provide in the AV control room. All display devices and existing smart podium should be connected through HDMI over Ethernet by using professional class Ethernet devices with EDID of reputed makes. The integrator should ensure the perfect installation and integration. Any additional requirement to equipment will not be entertained.
2.9 **Lighting Arrangement**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>High quality flicker free LED Ceiling mount 60W luminar provided with 60W CCT tuneable lamp source from 3000K to &gt;=5600K, High CRI (&gt;=90), TLCI valves, Dimmable from 0 to 100% control through remote, diffuser. Specially designed heatsink with aluminium extruded channels for effective passive cooling system, 600x600mm/600x300mm, Lux &gt;=1040 at 2 mtr, compatible for fall ceiling panel installation &amp; Light with pan and tilt options.</td>
<td>6 Nos</td>
</tr>
<tr>
<td>FRLS Copper unarmoured Flexible cable having 3 Core of 1.5 metre each or per requirement.</td>
<td>As per Need</td>
</tr>
<tr>
<td>Hanging hardware for Light and additional accessories should be quoted RF/DMX remote controller with below options:- ON/OFF control, Linear smooth dimming control, CCT control, Grouping of lights for standard control, Selection of individual lights for intensity control etc.,</td>
<td></td>
</tr>
<tr>
<td>Start Stop Signal Red Green Lights for Instructor and Recording Operator</td>
<td></td>
</tr>
</tbody>
</table>
2.10 **Digital Audio Conference System**

Integrated audio system with DSP, including microphones for teacher and trainees, DSP, 12 channel audio Mixer, Amplifier & speaker (Combination of wall & ceiling mount). The make should be Sennhieser/Bare Dynamic/Harmon/ Shure/ behringer/BSS/DIS/Audiotechnica/BXB/Gonsen/Bosch.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1.     | **Central Control Unit** .................................................................................. **One No**  
Control Mic open from 1~4 units or more.  
With auto-off after 30/45 seconds.  
With various speaking mode (Chairman,  
Override, testing, Open... etc.)  
The system should have built-in DSP or the DSP can be supplied separately with audio specifications given at ‘6’. Should have output for recording the lecture XLR or TRS |
| 2.     | **Chairman Unit** ..........................................................**One No**  
Chairman features having “Priority” speak  
button to override delegate and the alarm  
sound when delegate-off  
A built-in high-fi loudspeaker  
and electrets Condenser stem microphone with stem of variable length (Minimum 15” or better)  
Frequency response: 100HZ~10KHZ or better, Sensitivity: ≥-50dB, Total Harmonic distortion: ≤0.2%, S/N ratio: ≥ 70dB, Buitin speaker with RMS >= 0.5 W Capacity.  
Max sound pressure: ≥ 90dB, Indicator Lamp: Red Ring Light (Auto Gain Control): 45 ~ 0dB, Earphone jack: 3.5Ø Stereo |
| 3.     | **Delegate Unit** ..........................................................**20 No’s**  
A built-in high-fi loudspeaker  
and electrets Condenser stem microphone with stem of variable length (Minimum 15” or better)  
Frequency response: 100HZ~10KHZ or better, Sensitivity: ≥-50dB, Total Harmonic distortion: ≤0.2%, S/N ratio: ≥ 70dB, Buitin speaker with RMS >= 0.5 W Capacity: 0.5W  
Max sound pressure: ≥ 90dB, Indicator Lamp: Red Ring Light  
Auto Gain Control: 45 ~ 0dB, Earphone jack: 3.5Ø Stereo |
| 4.     | **Goosenek Microphone (>=15”)** ..........................................................**20 No’s**  
Uni-directional microphone, stem Pluggable/fixed gooseneck microphone, Red Ring of Light illuminator at stem microphone to show which mic is active |
| 5.     | **Conference Unit Patch Cables (as per requirements)**  
RJ 45/CAT 5/CAT 5C/CAT 6/CAT 7/STP |
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **6.** | **LAPEL MIC unidirectional UHF (True diversity) ................................................................. One No**  
Diversity Receiver  
Up to 8 selectable channels  
Antenna Switching Diversity  
Adjustable Squelch Level  
1/4" and XLR output  
frequency response 80 Hz to 16 KHz or better  
Sensitivity – 43.5 dBv/Pa  
RF power – Minimum 10 Milliwatt  
Polar Pattern- Cardiod (Condenser microphone)  
S/N ratio – 72dB or better  
Max SPL 135 dB 1 K Ohm load @ 1%THD or better  
The Microphone(TX) should work on 2 AA batteries |
| **7.** | **Digital Signal Processor (if Required)**  
12 Analog Inputs (with 48v Phantom Power per channel) 8 Analog Outputs Configurable Signal Processing  
12 Channels of AEC Processing with Auto Gain Control and Noise Cancellation fast Processing , Low Latency,  
Fault Tolerant Digital Audio Bus Clear Front Panel LED Indication Bi-Directional Locate Functionality 12  
Control Inputs and 6 Logic Outputs for GPIO integration. |
| **8.** | **Two way wall/ceiling mount or in combination Speaker(White).................................................Approx 12 no.**  
10 Watt Multi-Tap Transformer for 100V or 70V Distributed Speaker Lines  
8 Ohm Direct Setting  
Included Wall/ceiling Mounting Bracket  
Frequency response 100Hz to 15Khz or better |
| **9.** | **Power Amplifier**  
Output 120W @ 4/8 Ohms with 100v/70v for multiple speakers connections(1kHz Power, THD+N<0.5%)  
Frequency Response 50hz to 16 KHz  
Load Impedance Stable from 2 - 16 Ohms  
Sensitivity 1.4Vrms  
Signal to Noise Ratio -weighted  
Input Impedance Balanced 20K Ohms/Unbalanced 10K Ohms  
Max Input +20dBu Typical  
or better |
| **10.** | **Audio Mixer**  
12 Chanel audio mixer with minimum 6 XLR inputs and built in phantom power. L and R output at XLR and  
other standard feature like PFL and panpot etc. |
| **11.** | **Head Phone**  
Professional headphone with 0.5 watt sound output with frequency response 30 htz to 20 KHz or better and  
noise cancellation as main feature. |
| **12.** | **Equipment Racks, Installation material from reputed and proven OEMs only. No requirement of addition  
accessories will be entertained. All necessary accessories and equipment should be included to make it fully  
operations as per the requirement.** |
| **13.** | **Installation Testing and Commissioning** |
2.11 **Editing & recording hardware and software**

Apple Mac Pro, 8 core cylinder with minimum 16 GB RAM or higher for video editing and necessary software FCP-10 with Apple display of minimum 25”. With compatible wireless keyboard and mouse. The system should have all necessary accessories.

Full HD 19” monitor cum recorder with vector scope & wave form with atleast 4 HDI/SDI inputs & genlock. In-built recorder capacity of External SSD of one TB should support 4:2:2.

2.12 **Storage**

NAS cloud storage of minimum 32 TB, 4Bay with mirroring. High-performance and energy-efficient AMD R-Series quad-core processor CPU with graphic card. This should be of make QNAP/WD/GDrive.

2.13 **Miscellaneous**

All Audio/Video cable and connection should be of make Kramer/Beldon/Klotz/Extron/ Neutric/ CANARE. The integrator should ensure the perfect installation and integration. He may visit the premises before submitting bit to access the overall requirement. Any additional requirement to any equipment/component/cable etc. will not be entertained. It will be the sole responsibility of the integrator to provide perfect integration of all the components and supply any additional hardware/software if required for the purpose.
3 Procedure for submission of bids and terms and conditions:

3.1 Terms & Condition

3.1.1 Bidders are required to download RFP document from website of the NCRB ncrb.gov.in go through the RFP document carefully and seek details and clarification from the tenderers in case doubt. The tender is for turn-key comprehensive and optimum solution i.e. supply, installation, testing, commissioning and training of the all the equipments and services provided including minimum Thirty Six months of warranty and support with assurance of minimum seven years of spare part/repair components availability.

3.1.2 The proposals are to be submitted on Two Bid basis with separate Technical (Part – I) and Financial Bids (Part – II) sealed in separate envelopes clearly marked on the respective envelopes as “Technical Bid” and “Financial Bid”, respectively and then submitted in a sealed cover clearly marked bids for supply, installation, testing, commissioning and training for the modernisation of the Training Room. The EMD for the tender shall been closed ONLY along with the Technical Bid.

3.1.3 While submitting the Technical Bid all bidders will strictly adhere to the sequence of documents as mentioned in checklist. Each page of the technical and commercial bid document should be properly indexed, paginated, stamped, ink signed by the authorized signatory. The entire document should be firmly bound, numbered and sealed.

3.1.4 The financial bid should be submitted in the exactly in the same format as provided in this document. If the bidder envisages additional items are required for over and above the suggested one for providing the complete solution as envisaged by NCRB, they are at liberty to provide additional items over and above the one mentioned in the document. However, while deciding the lowest bid, the entire offer will be considered including any additional item quoted by the bidder for providing complete solution as per the scope of the project. In case any additional item/ equipment is required for the completeness of the system and bidder has not quoted for the same, bidder shall be required to provide that item/ equipment Free of Cost (FoC).

3.1.5 The technical bid should be exactly the same as financial bid. The bill of material in Technical bid should be without prices. In case Financial bid does not match with the Technical bid, the bid of the bidder shall be rejected without seeking any further clarification.

3.1.6 Bid responses must be addressed to The Director, National Crime Records Bureau, National Highway - 8, Mahipalpur, New Delhi - 110037 and dropped in the tender box kept in the reception counter. The bids can also sent by India Post or courier, but the bidder has to ensure that, the document reaches the above address before the opening time and date. Bid received after the due date shall be rejected without any further clarification.

3.1.7 For queries, bidders can contact Shri. Prashun Gupta, Deputy Director(CCTNS) preferably over the email: virtual@ncrb.nic.in or in person on appointment.
3.1.8 Separately sealed bids, both technical and financial, in a single sealed cover should reach the above address on or before the dates mentioned at “1” either by hand or India Post or courier. If it happens to be public holiday, it will be opened on next working day. This will communicated over the NCRB website. Hand delivered offer can be dropped in the tender box maintained in the reception desk of NCRB. Bidder has to ensure that, the offers sent by Post/Courier reaches before the due date and time. NCRB will not be responsible for late delivery by Post/Courier. Bids submitted/ received after the expiry of the above time will not be considered. It shall be responsibility of the bidder to ensure that the bid submitted on time and at proper place before the deadline. Bids submitted through fax and e-mails or any other means will be rejected. Similarly unsigned and bids without EMD will be forthright rejected without any further clarification.

3.1.9 Technical bids (Part– I) shall be opened on as per the schedule mentioned at “1” in the presence of bidders who may choose to be present.

3.1.10 BID VALIDITY: All bids are to remain valid for a period of Three (3) months from the date of last date of the bid submission.

3.1.11 At any time prior to the last date of Submission of bid, NCRB may for any reason whether at its own initiative or in response to a clarification requested by prospective bidder / bidders modify the RFP by an amendment which shall be notified through the official website of NCRB - [ncrb.gov.in](http://ncrb.gov.in) and will be binding on the bidders. Therefore, it is advised that the prospective bidders frequently visit the website and take note on any amendments during the bid process.

3.1.12 NCRB reserves the right to either increase or decrease the quantity of any or all the items included in suggestive bill of materials which are estimated requirements and therefore open to variation.

3.1.13 NCRB also reserve the right to either place repeat order for any of the equipment / item during the pendency of the work and bidder is required to provide the same price as mentioned in the price bid.

3.1.14 NCRB reserves the right to alter/modify the scope of work mentioned in this RFP documents at any state of the bidding process and contract.

3.1.15 The Financial Bid (Part–II) shall clearly intimate the price to be charged without any qualification whatsoever and should include all packing and forwarding, transportation, transit insurance, taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out at the above site. All such charges should be included in the rates quoted. Price escalation due to currency variation will not be entertained.

3.1.16 In case taxes are not mentioned separately, it will be assumed that price are inclusive of all applicable taxes. Further in case no price is mentioned for any equipment/ item or it left blank, it will be assumed that it will be provided free of cost.

3.1.17 In case bidder intent to give discount on the price, it should be clearly mentioned in the price bid and discount not mentioned in the price bid will be accepted.
3.1.18 All the conditional bid shall be rejected without seeking any further clarification from the bidder.

3.1.19 The successful bidder shall keep NCRB informed of the progress on each activity on weekly basis. In case of any delay in any particular activity, the recovery plan shall be evolved and given to NCRB for ensuring completion of all the activities within the overall time schedule specified by NCRB. NCRB reserves the right to terminate the contract at any stage of the work by giving 14 days notice if it is noticed that the delay occurred in any of the activities covered under the contract cannot be made good and will affect the overall work schedule. NCRB shall forfeit the performance Bank Guarantee of the bidder. The decision of NCRB shall be final and binding. In case contract is terminated NCRB will have right to get the work done on cost and risk of successful bidder.

3.1.20 NCRB reserves the right to monitor the progress and review it on day-to-day basis. The successful bidder will be fully transparent, responsive and demonstrate at all time that he is in position to complete the work as per the specified time schedule.

3.1.21 The successful bidder shall be entirely responsible for the security of his personnel, material, plant and equipments. No extra cost shall be allowed to the successful bidder in the event to any damage occurring to the successful bidders or any of his sub successful bidders personnel, materials, plant and equipment whether stored on site or offsite. In the event of any damage to the person or property of NCRB, the same shall be made good by the successful bidder on its cost and risk.

3.1.22 The successful bidder shall ensure that it has competent and qualified representative available during the initial operation and for repair/support.

3.1.23 NCRB reserves the right to solicit additional information from Bidders to evaluate which Bid best meets the needs of the Project. Additional information may include, but is not limited to, past performance records, lists of clients and their feedback, product catalogues, service manuals, drawings etc., or any other pertinent information.

3.1.24 Additional questions, if any, should be submitted in writing to the RFP Coordinator at the address given above, or via e-mail to virtual@ncrb.nic.in. It will be the bidder’s responsibility to check for any updated information regarding this tender on NCRB website ncrb.gov.in

3.1.25 NCRB will make its decision based on the ability of the Bidder(s) to meet specific needs of the project, technical expertise of the Bidder(s), delivery capabilities, customer references, past satisfactory performance and experience, system completeness, etc., besides cost.

3.1.26 NCRB reserves the right to waive off any deviations; accept the whole or part thereof, accept or reject any or all bids; and to select the Bidder(s) which, in the sole opinion of the Project-In-charge, best meets the requirements of the project. However the bidders whose bids have been rejected may approach NCRB to know the reason of their rejection.
3.1.27 All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, without prior written consent of the RFP Coordinator.

3.1.28 The RFP issued is for supply, installation, testing, commissioning and training for Modernisation of the Training Room on turn-key basis. The bidder is responsible for completeness of the project in case bidder has not quoted any item/equipment required for completeness of the project, bidder will provide the said item/equipment Free of Cost (FOC).

3.2 Eligibility Criteria

The bidder shall fulfil the following eligibility conditions to bid for this tender:

3.2.1 Average Annual financial turnover for the last three years should be at least Rs.1 Crore during the last 3 financial years, ending 31st March 2019 (2016-17, 2017-18 and 2018-19). The certificate from Statutory Auditor is to be enclosed by every bidder.

3.2.2 Completion Certificate issued by client to be submitted for Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which bids are invited should be either of the following:

3.2.3 Two similar completed works costing not less than the amount Rs. 50 Lakhs OR One similar completed work costing not less than the amount of Rs.1.0 Crore

3.2.4 The bidder should not have been barred or blacklisted by any of the Central/State Government departments/organizations/central PSUs at the time of submission of bid and during last five years. An affidavit in the prescribed format to be attached along with the technical bid.

3.2.5 The bidder should have a positive net worth (Profit is to be consider – Profit before Taxes and exceptional items) entity in last 3 financial years and should have positive net worth. Bidder should submit Annual Report for last three financial year (2016-17, 2017-18 & 2018-19) and certificate from Statutory Auditors that they have positive net worth on 31/03/2019.

3.2.6 The bidders shall provide PAN, GST Number under their own name. The registration must be in force and shall not expire during the course of contract/work.

3.2.7 The bidder should give declaration that he has its service and support office is in the National Capital Region Delhi.

3.2.8 A copy of the last 3 financial years audited financial statement of the bidder to be provided.

3.2.9 A copy of last three financial year’s Income tax return certificates.
3.2.10 List with details (including name of client /channel) of similar work executed in India. Products / services used and approximate value of the project in chronological order.

3.2.11 Any other detailed information of relevance (such as market shares etc.) with Supporting documents or references.

3.2.12 Earnest Money Deposit (EMD) Each bidder is required to submit earnest money deposit of 2% (Two Percent) of the total amount quoted in the form of a Demand Draft/ Bank Guarantee/Banker’s cheque/FDR issued by any Commercial bank in favour of AO, PAO, DCPW payable at New Delhi. The EMD shall be part of the Technical Bid. Bids not accompanied with EMD shall stand rejected. No interest shall be paid on the EMD amount. In case of wrong information/ bidder has hidden material fact, EMD will be forfeited. EMD should be valid for a period of 180 (One Eighty) days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process. Exemption from submission of EMD: Parties as per MSME act, 2006 / NSIC registered parties.

3.2.13 Prices: Prices shall be offered in Indian Rupees only with at least 36 months (Thirty Six months) of warranty/guarantee of equipment for all the equipment offered by the bidder as per the tender BOM attached from the date of handing over the facility to NCRB.

3.2.13.1 The price quoted shall be firm and no price escalation will be permitted in any case.

3.2.13.2 If no price is offered or left blank against any particular item, it will be treated as free of cost (FOC).

3.2.13.3 In case taxes are not quoted separately, the prices will be treated as inclusive of all taxes, duties etc as applicable. Bidder has to consider all the taxes and duties which are applicable.

3.2.13.4 In case it is mentioned that Taxes are extra as applicable, the bid is liable to rejected.

3.2.13.5 In case of changes in the taxes structure announced by state and central Government, the variations in the taxes will be considered.

3.2.13.6 The price offered by the bidders will include warranty from the respective OEMs for thirty six months from the date of handing over the facility to NCRB.

3.2.14 Delivery and commissioning period: The time-line for the entire work viz supply, installation, commissioning and training of the project will be 10 weeks from the date of award of the contract.

3.2.15 Warranty/guarantee: Bidders shall provide Thirty six months of warranty/guarantee for all the equipments/services offered by them inclusive of installation items, hardware and application software. The warranty period will start on the day of going live at NCRB. Bidders shall be responsible for ensuring supply of spare parts for at least three years from the end date of the warranty.

3.2.16 Liquidity damages: In case of delay in supply, installation, testing, commissioning and training successful bidder shall be liable to pay a penalty @ 0.5% of the order value per week of delay or a part thereof up to maximum value of 10% of order value after which order is liable to be cancelled. In case of inefficiency/failure to execute the project by the bidder due to the problems with the bidder the submitted PBG will be forfeited.
3.2.17 **Payment terms**: No advance payment for the supply will be made. Payment will be made after completing the supply of all the materials in all aspects at the site and after the successful installation, testing, commissioning, training and satisfactory functioning of the entire system.

3.2.18 **Performance Bank Guarantee**: Successful bidder shall have to furnish an Performance Bank Guarantee (PBG) / DD /FDR (as per format attached) in favour of The Director, National Crime Records Bureau, National Highway - 8, Mahipalpur, New Delhi - 110037. for an amount equal to 10% of contract value and valid for Thirty Six (36) months after the date of handing over of the work. PBG has to be submitted by the successful bidder within 15 days from the date of issue of work order by NCRB and valid till the warranty period. In case PBG is not submitted within the stipulated time period, NCRB reserves the right to forfeit the EMD of the bidder and bidder will be debarred from participation in the tender for next three years.

3.2.19 In case bidder submit any wrong information or hidden any material fact / information, NCRB reserves the right to terminate the contract and forfeit the PBG submitted by bidder. NCRB also reserves to right to get the balance work done at the cost and risk of the bidder who has been awarded the work.

3.2.20 The bidder cannot sub contract the work to any other agencies. In case it has to be done in extreme condition, bidder has to give reason for the same and take permission from NCRB.

3.2.21 **EXTENSION OF TIME**: If the bidder shall desire an extension of time for the completion of the work on the ground of his having being unavoidably hindered in its execution in consequence of altered, additional or substituted work, or any other ground, he shall apply in writing to the NCRB within seven days of the hindrance on account of which he desires such extension as aforesaid and then Accepting Authority shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

3.2.22 In case of delay due to contractor mistakes/problems the Extension of Time (EOT) will be given by invoking LD clause mentioned in the terms and conditions of this RFP.

3.2.23 **Product quality**: Field proven industry tested equipment and solutions from renowned and reputed firms from industry with proven track record only will be accepted. Non-standard make/model of equipment without proven and credible local support will disqualify the proposal technically.

3.2.24 **Compliance to RFP specification**: A compliance statement of the items quoted with respect to the preferred make suggested or its equivalent offered by the bidder in functionality, quantitative and qualitative performance are an essential requirement for technical evaluation. Proposals without adequate compliance statement will be rejected. The bidder will have to convince NCRB that, the product offered is equivalent or better in performance and support over the preferred make and model indicated in the RFP.
3.2.25 **Compatibility:** System is envisaged to be compatible with the existing setup as well as other quoted equipment in all respects. Up gradation/ Modular design System/equipment be future looking and open to technology up gradations besides capable of adding on facility and features in phased manner.

3.2.26 **Assurance of supply and support:** With respect to their technical capability, organizational stability, reliability of equipment, ability to meet timelines and past experience of NCRB with Bidders

3.2.27 **Services:** Work man ship provided by the contractor should be skilled enough to carry out the particular works for the better and efficient execution of works. In case of deficiency in services, NCRB reserve the right to deduct payment in the final settlement of payment.

3.2.28 **Variation in quantities:** If quantities of the items are exceeding the estimated quantities due to site conditions the overall actually executed quantities will be paid as per the quoted prices only. No additional cost will be paid on the unit quoted rate.

3.2.29 **Safety:** Material and labour safety will be solely responsible of the bidder.

3.2.30 **Quality:** Equipment stability, guaranteed uptime parameters, life of equipment.

3.2.31 All the items which are going to be installed should be of approved make and model with an ISI certification

3.2.32 After awarding of the contract the bidder has to provide all the technical details and drawings of all the works and shop drawings for the acoustic works, furnishings and all electrical related works.

3.2.33 It is responsibility of the bidder to maintain the site neat & clean. In case of any damage to the property of NCRB while execution of the work by the bidder, the same will be recovered from the bidder while settlement of final payment.

3.2.34 NCRB will not accept the terms and conditions proposed/imposed by the bidder in their offer.

3.2.35 **Proposal response format:**

All bidders are requested to submit technical and commercial bids on the suggestive Bill of material as provided. Pricing information shall appear only in the commercial bid and the technical bid shall contain all technical details, literature, makes and models of equipment offered for each item, technical compliance statement with reference to the specifications as included in the bid document highlighting any deviations. The technical literature of the offered equipment in CD/DVD format must accompany technical bids.

3.2.36 Technical bid proposed by the bidder is to be prepared on standard 8½” x 11”, A4 size paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the proposal with proper index in the first page for easy identification and scrutiny of the offers. All responses, as well as any reference materials presented must be written in English.

3.2.37 Figures and tables must be numbered and referenced in the text by that number.
3.2.38 Proposals shall be based only on the items contained in this RFP and its standard required accessories. The RFP includes official response to pre-bid conference questions, addenda, and any other material published by NCRB pursuant to the RFP. The bidder is to disregard any previous draft materials and any oral representations it may have received. All responses to the requirements in Sections (list appropriate section) of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.

3.2.39 The Technical Bid (Part – I) for the RFP should contain following documents

3.2.39.1 Detailed solution for the entire project along with block schematic, signal flow, timeline, action plan for smooth timely project execution etc. as proposed by the bidder.

3.2.39.2 Details of the formats in which the bidders are required to furnish the documents are attached.

3.2.39.3 Authorization by the OEM of each of the equipment offered by the bidder addressed to The Director, NCRB, confirming the support to the bidder, comprehensive warranty and guarantee of the products offered for this RFP for thirty six months after the installation and handover of the facility to NCRB.

3.2.39.4 Particulars of the partners and OEMs or principals with whom bidders have official/authorised partnership/distribution ship and documents thereof.

3.2.39.5 Data sheets for the items quoted should invariably be attached with the proposal. User manuals should not be attached. Proposals without data sheets of the items quoted will not be evaluated technically and are liable to be rejected.

3.2.39.6 An item wise compliance statement providing summary of the proposal should also necessarily be submitted as part of the proposal. The compliance statement will indicate whether the offer meets the compliance fully or partially. In case if the compliance for a particular item/equipment is not indicated, it will be assumed that, the offer does not meet the compliance and NCRB is free to accept or reject the offer on this basis.

3.2.39.7 Unpriced bid format as per the format mentioned in this RFP

3.2.39.8 Details of the make/model is being quoted for the each item should be mentioned in provided format.

3.2.39.9 A CD/DVD with all the technical information and eligibility criteria information shall be submitted.
3.3 **Method of evaluation and award**

3.3.1 The proposals will be evaluated with reference to the technical requirements. The commercial bid will be opened only for those who qualifies in the technical bid evaluation.

3.3.2 QCBS will be followed for evaluation. The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. The pass marks is 50% in technical evaluation. Hence commercial bids of only those participants who satisfy these criteria will be opened.

3.3.3 Thus the final score will be obtained by adding their technical score and commercial score.

3.3.4 **Price**: Rates offered should comprise of supply, installation, testing, commissioning, training of all supplied equipments with all the services and support within the warranty period should be quoted in Indian Rupees only.

3.3.5 **Product quality**: Field proven industry tested equipment and solutions from renowned and reputed firms from industry with proven track record only will be accepted. Non-standard make/model of equipment without proven and credible local support will disqualify the proposal technically.

3.3.6 **Compliance to RFP specification**: A compliance statement of the items quoted with respect to the preferred make suggested or its equivalent offered by the bidder in functionality, quantitative and qualitative performance are an essential requirement for technical evaluation. Proposals without adequate compliance statement will be rejected. The bidder will have to convince NCRB that, the product offered is equivalent or better in performance and support over the preferred make and model indicated in the RFP.

3.3.7 **Compatibility**: System is envisaged to be compatible with the existing setup as well as other quoted equipment in all respects. Upgradation/ Modular design System/equipment be future looking and open to technology up gradations besides capable of adding on facility and features in phased manner. Assurance of supply and support: With respect to their technical capability, organizational stability, reliability of equipment, ability to meet timelines and past experience of NCRB with Bidders.

3.3.8 **Service**: After sales service, availability of spare parts/technical support, within the warrantee offered. (Note: If the bidder fails to provide after sales support within the warranty period the PBG will be forfeited.

3.3.9 **Programming and commissioning experience**: Expertise and experience of the bidder in system integration of projects of similar nature and also their past performance in executing NCRB’s/other projects.

3.3.10 **Delivery Schedule**: Adherence to the delivery time line proposed by NCRB will be critical parameter for evaluation and final decision.

3.3.11 **Tax Deduction at Source** (TDS): TDS will be deducted as per prevailing rules in force.
3.3.12 **Training:** The successful bidder has to provide subsequent training for a period of 2 weeks to NCRB officials on the operational, troubleshooting and maintenance aspects of all equipment installed under this RFP to ensure its efficient functioning. For this purpose, the bidder will suggest suitable schedule and duration of training for each category of the staff viz technical and content creators (program staff) and the training will be imparted as per schedule to be given by NCRB.
### Technical Evaluation Criterion

<table>
<thead>
<tr>
<th>#</th>
<th>Category</th>
<th>Marks</th>
<th>Marking procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>No. of Similar completed works costing not less than amount Rs. 50 Lakhs</td>
<td>25</td>
<td>05 Marks for each work ( MAX 5 Works)</td>
</tr>
<tr>
<td>2.</td>
<td>Proof of Concept/Use Case – All eligible bidders to demonstrate compliance to the Technical and Functional requirements based on the services.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Maintenance &gt; 3 Years (in whole numbers of Years )</td>
<td>15</td>
<td>05 Marks for each work ( MAX 5 Works)</td>
</tr>
<tr>
<td>4.</td>
<td>Higher configuration in at least three specifications of the <strong>PTZ Camera Controller</strong> as mentioned in the tender document.</td>
<td>5</td>
<td></td>
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<tr>
<td>5.</td>
<td>Higher configuration in at least three specifications of the <strong>Audio Video Switcher</strong> as mentioned in the tender document.</td>
<td>5</td>
<td></td>
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<tr>
<td>6.</td>
<td>Higher configuration in at least three specifications of the <strong>PTZ Camera</strong> as mentioned in the tender document.</td>
<td>5</td>
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<tr>
<td>7.</td>
<td>Higher configuration in at least three specifications of the <strong>Digital Audio Conference System</strong> as mentioned in the tender document.</td>
<td>5</td>
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<td>8.</td>
<td>Higher configuration in at least three specifications of the <strong>Interactive Monitor/Board</strong> as mentioned in the tender document.</td>
<td>5</td>
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<tr>
<td>9.</td>
<td>Higher configuration in at least three specifications of the <strong>LED display Panel</strong> System as mentioned in the tender document.</td>
<td>5</td>
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</table>
| 10.| Presentation involving:  
   a) understanding of the Scope of work  
   b) demonstration of the company’s capability, skills, technology set-up and proposed methodology, Experience in handling queries/day with Planned Technologies/Solution, Strategy & Planning for the execution of project | 5     |                                                        |
| 11.| Team structure, Manpower details, Use of Latest Technology, Scalability, Value Addition, Data Privacy, Future upgradation capability, Industry security Compliance | 5     |                                                        |
| 12.| **Total Marks**                                                         | 100   |                                                        |
4 Formats for the submitting documents by bidders.

4.1 Format for providing general information of the bidder.

<table>
<thead>
<tr>
<th>SL</th>
<th>Particulars</th>
<th>Details of the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and Address of the bidder:</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name and Designation of the concerned officer or authorized person to whom all references shall be made:</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Fax Nos.:</td>
<td></td>
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<tr>
<td>4</td>
<td>Phone Nos./ Mobile Nos.:</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>e-Mail ID:</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Chief of the organization and his/her contact details viz E-mail ID and Telephone:</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total No. of employees/ Manpower Strength:</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Type of the Organization (Public Sector/Limited/Private Limited/ Partnership/Proprietary/Society/Any other):</td>
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<tr>
<td>9</td>
<td>No. of the Offices/Centres (enclose the list):</td>
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<tr>
<td>10</td>
<td>Bidder’s Proposal No. and Date:</td>
<td></td>
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<tr>
<td>11</td>
<td>Particulars of past experience of similar works furnished:</td>
<td></td>
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<tr>
<td>12</td>
<td>Name and address of local representative, if any:</td>
<td></td>
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<tr>
<td>13</td>
<td>Any other information that bidder may like to give in order to highlight his bid.</td>
<td></td>
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</tbody>
</table>

Place: 
Date: 
Designation/Status: 
Signature of bidder: 
Name in Full: 
4.2 Format for providing details of works/services of similar nature carried out by the bidder during the last 5 years.

*Name of the Bidder:*

<table>
<thead>
<tr>
<th>SL</th>
<th>Name of the Customer</th>
<th>Description of work</th>
<th>Value of work</th>
<th>From</th>
<th>To</th>
<th>The work is done directly or through sub successful bidder</th>
<th>Remarks</th>
</tr>
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<tbody>
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</table>

Note: Photocopy of Performance Certificate/Completion Certificate of customer in Support of the work mentioned above is required to be enclosed.
4.3 Format for providing details of the on-going projects.

Name of the Bidder:

<table>
<thead>
<tr>
<th>#</th>
<th>Full postal address of client and name of Officer-in-charge with Contact details</th>
<th>Description of the work done</th>
<th>Value of contract</th>
<th>Date of commencement of work</th>
<th>Scheduled / revised completion period</th>
<th>Percentage of completion as on date</th>
<th>Expected date of completion</th>
<th>Remarks</th>
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4.4 Format for providing details on annual turnover from similar work statement:

*Name of the Bidder:*

The bidder shall indicate herein his annual turnover from similar work during preceding 3 years based on the audited balance sheet/profit and loss account statement.

<table>
<thead>
<tr>
<th>Financial year</th>
<th>Annual turnover (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
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<tr>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
</tr>
</tbody>
</table>

*Note:*

1. Copies of audited balance sheets with profit and loss account of 3 years shall be submitted along with the Technical bid in support of above entries.

(Statutory Auditor)
4.5 Format for submission of EMD

Whereas ____________________________ (hereinafter called the tenderer") has submitted their offer dated ____________________________ for the supply of ____________________________ (hereinafter called the tender") against the purchaser’s tender enquiry No. ____________________________ ________ KNOW ALL MEN by these presents that WE ______ ________of ____________________________ having our registered office at are bound unto ______ (hereinafter called the “Purchaser”) in the sum of ____________________________ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ____________________________ day of _______________ 20 ________. 

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

(3) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.

(4) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name and address of the Bank and address of the Branch
4.6 Format for submission of Performance Bank guarantee (PBG)
To


WHEREAS .......................................... (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no. ...... dated

.........to supply (description of goods and services) (herein after called “the contract”)

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ........................................ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier 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 supplier 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 the ..... Day of ........, 2019.............................. (Signature of the authorized officer of the Bank)

.................................................................

Name and Designation of the officer

.................................................................

Seal, Name and Address of the Bank and Address of the Branch.
4.7 Format for submission of affidavit certifying that, the bidder is not barred or blacklisted by any of the Central/State Government departments/organizations/central PSUs at the time of submission of bid or during previous five years.

Declaration by the bidder

[Affidavit on Non-Judicial Stamp Paper of INR 100 duly attested by Notary/ Magistrate]

This is to certify that I/We ___________________________ (authorised signatory – it should be Director or any person specifically authorised. In case of specific authorisation, the authority letter is required) ) of , M/s. ________________________________, in submission of this offer confirm that:

I/We hereby undertakes that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
I/We hereby undertakes that I/we do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

I/We hereby undertakes that Neither M/s ____________________ nor Business has not been barred or blacklisted by any Central/ State Government Department/ Public Sector Undertaking or Enterprise of Central/ State Government at the time of submission of bid or during previous five years.
I/We have submitted all the supporting documents and furnished the relevant details as per prescribed format.

The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.

I/We hereby declare that all the information and statements made in this tender are true and accept that any misinterpretation contained in it may lead to our disqualification.

I/We hereby authorise NCRB, in case any false undertaking/facts/documents are found in our bid, to cancel our bid and take further action as per rule.

____________________

Signature of the Authorized Person

Name:

Designation:
4.8 Format of authorization letter for signing the bid document on behalf of bidder.

To,
The Director,
National Crime Records Bureau,
New Delhi

Subject: NCRB RFP for Development of Classroom under NCTC at NCRB, New Delhi

Dear Sir,

We, [bidder’s NCRB’s name and address] hereby authorize Shri/Smt ...................................to sign, bid, negotiate and conclude the contract with NCRB on behalf of us against subject RFP floated on your behalf for establishment of Television Studio, Community radio station, studio lightings by National Crime Records Bureau at New Delhi for the equipment/items supplied by us.

Yours faithfully,

______________________________
Signature of Mr. ________________

(Signature with seal)

Name and Designation of the bidder

______________________________

Attested
4.9 Format for submission of affidavit certifying that the bidder has its office in the National Capital Region Delhi.

Declaration by the bidder

[Affidavit on Non-Judicial Stamp Paper of INR 100 duly attested by Notary/ Magistrate]

This is to certify that I/We _____________ (authorised signatory – it should be Director or any person specifically authorised. In case of specific authorisation, the authority letter is required) of, M/s. ________________________________, in submission of this offer confirm that:

I/We hereby undertakes that I/we bidder have office in the National Capital Region Delhi.

I/We hereby authorise NCRB, in case any false undertaking/facts/documents are found in our bid, to cancel our bid and take further action as per rule.

____________________

Signature of the Authorized Person

Name:

Designation:
4.10 Format of Compliance /Exception/Deviation

This organisation expects the bidders to fully accept the terms and conditions of the tender document. However, should the bidder still envisage some exception/ deviations to the terms and conditions of the tender documents, the same should be indicated here and put in un-priced bid i.e. “Technical Bids”. The price effect for withdrawal of such exception(s) to be indicated in the price bids only. If this proforma is left blank, then it would be presumed that bidder has not taken any exception / deviations to the terms and conditions of the tender documents.

<table>
<thead>
<tr>
<th>Clause/ detailed specification of each of the equipment and services as mentioned in the RFP document</th>
<th>Full compliance or not</th>
<th>Exception/ deviation taken by Bidder</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder/Tenderer

Seal of the NCRB -
### 4.11 Format of the financial Bid

<table>
<thead>
<tr>
<th>SL</th>
<th>DESCRIPTION</th>
<th>Make/Remarks</th>
<th>Qty</th>
<th>Unit price</th>
<th>Total amount including taxes</th>
<th>Amount in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civil and Interior work to provide soundproof training environment with furniture and fixture to meet the requirement as per training room.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Recording of lectures with two PTZ cameras (One for Lecturer and one for Trainees)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PTZ camera Controller</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Audio Video Switcher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Interactive Display Board 75”</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>LED display Panel (75”)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>LED display Panel (65”)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>E3 Ceramic Steel (Magnetic) Whiteboard 4”x6” conforming to EN-101, The surface also conforms to abrasion &amp; wear tests specified in ASTM-501 (One No)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Intelligent Broadcast Quality Solution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Proper Lighting arrangement to facilitate effective recording.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Integrated Audio system with DSP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Editing equipment &amp; software</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Storage &amp; Archival</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Integration and Other Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Net Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.12 Format of the CHECK LIST for technical bid document

<table>
<thead>
<tr>
<th>SL</th>
<th>Description</th>
<th>Compliance / Confirmation by the Tenderer (Please Tick) V Yes / No Pl. Indicate Page No. of the Bid document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Compliance item wise check list as mentioned in the scope of the Project.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Tender fees</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>EMD</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>General information of the bidder.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Details of works/services of similar nature carried out by the bidder during the last 5 years.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of the on-going projects.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Last Three years audited financial statement with balance sheets</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Solvency certificate from nationalized or scheduled bank and issued within a period of 12 Months from the final date of submission of the tender.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Authorization letter for signing the bid document on behalf of the bidder.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Affidavit regarding blacklisting</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Documents pertaining to the eligibility criteria</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Compliance statement</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Un-priced commercial bid</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>GST, PAN etc.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Technical data sheets</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Any other documents bidder would like to attach</td>
<td></td>
</tr>
</tbody>
</table>

Strike out if not applicable.

The bids not complied with the Checklist, will be summarily rejected.
4.13 Format for the item wise compliance of *all the items (As mentioned in the scope of work)*

<table>
<thead>
<tr>
<th>SL</th>
<th>DESCRIPTION</th>
<th>Complied Yes/No</th>
<th>Deviations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.14 Non – Disclosure Agreement (NDA)

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, NCRB, on the one hand, (hereinafter called the “Client”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

The “Client” has issued a public notice inviting various organizations to propose for hiring services of an organization for provision of services under the “Development of classroom under National Cyber Training Centre” (hereinafter called the “Project”) of the Client;

The Bidder, having represented to the “Client” that it is interested to bid for the proposed Project, The Client and the Bidder agree as follows:

1. In connection with the “Project”, the Client agrees to provide to the Bidder a Detailed document on the Project vide the Request for Proposal. The Request for Proposal contains details and information of the Client operations that are considered confidential.

2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
   a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
   b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advice those persons of their obligations hereunder with respect to such Information;
   c. Use the Information only as needed for the purpose of bidding for the Project;
   d. Except for the purpose of bidding for the Project, no copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
   e. Undertake to document the number of copies it makes;
   f. On completion of the bidding process and in case unsuccessful, in 24 hrs return to the Client, all Information in a tangible form or certify to the Client that it has destroyed such Information.

3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
   a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
   b. Is or becomes publicly known through no wrongful act of the Bidder; or
   c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

4. The Agreement shall apply to all Information relating to the Project disclosed by the Client to the Bidder under this Agreement.

5. The Client will have the right to obtain an immediate injunction enjoining any breach of this
Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Client to the Bidder, the Client shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Client on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.

7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.

8. Upon written demand of the Client, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Client forthwith after receipt of notice, and (iii) upon request of the Client, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS. IN NO EVENT SHALL THE CLIENT BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

11. This Agreement shall benefit and be binding upon the Client and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

12. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the Authorized Signatory)
Date,
Address, Location
5 Annexure

5.1 Annexure-“A”
### 5.2 Annexure 4(a): Format for Request for Clarification

| S. No | RFP Document Reference(s) (section number/ page) | Content of RFP requiring Clarification | Points on which clarification required | }
MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made on this the _______ of ______________ at New Delhi

BETWEEN

National Crime Records Bureau (NCRB), NH-8, Mahipalpur, New Delhi - 110 066 represented by The Director (hereinafter called "Purchaser" or "NCRB", which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

"<Other Party> (hereinafter referred to as ‘the Implementation Agency/IA’ or ‘<OTHER PARTY>’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

WHEREAS:

WHEREAS National Crime Records Bureau, an agency of the Ministry of Home Affairs (MHA), government of India, was set-up to function as a repository of information on crime and criminals so as to assist the investigators in linking crime to the perpetrators. NCRB is also entrusted with various prestigious projects in the country paving way for next level of policing.

AND WHEREAS, (<OTHER PARTY>) is an Autonomous Scientific Society under the Ministry of Electronics and Information Technology (MeitY) and has been setup to
undertake Research and Development in Information and Communication Technology and Electronics (ICTE). <OTHER PARTY> is involved in developing end to end state of the art products, systems and solutions. As per the Tender No________________NCRB awarding the contracts to <OTHER PARTY> nomination basis, keeping in view of the spirit of Make in India. <OTHER PARTY>.

AND WHEREAS the <OTHER PARTY>, based on the discussion with NCRB assessed the requirement and has submitted the proposal for “Development of classroom under National Cyber Training Centre” for NCRB vide Tender No________________ dated _____.

AND WHEREAS the NCRB has been pleased to accept the offer of the Implementation Agency as per the Tender No________________ dated _____.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adverse Effect</td>
<td>means material adverse effect on (a) the ability of the Implementation Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;</td>
</tr>
<tr>
<td>Agreement</td>
<td>means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents;</td>
</tr>
<tr>
<td><strong>Applicable Law(s)</strong></td>
<td>means 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 Agreement and during the subsistence thereof, applicable to the Project;</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td>shall have the same meaning ascribed to it in Clause 10.1 (a)</td>
</tr>
<tr>
<td><strong>Software</strong></td>
<td>means the software designed, developed / customized, tested and deployed by the Implementation Agency for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Implementation Agency;</td>
</tr>
<tr>
<td><strong>Business Hours</strong></td>
<td>shall mean the working time for Purchaser users which is 9:30 AM to 6:00 PM. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;</td>
</tr>
<tr>
<td><strong>Certificate(s) of Compliance</strong></td>
<td>shall have the same meaning ascribed to it in Clause 5.4.;</td>
</tr>
<tr>
<td><strong>Confidential Information</strong></td>
<td>means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); All such information in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within &lt;15 days&gt; from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.</td>
</tr>
</tbody>
</table>
| Control                  | means, in relation to any business entity, the power of a person to secure  
|                         | (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or  
|                         | (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person’s wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership; |
| Deliverables            | means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the agreement |
| Proprietary Information | shall have the same meaning ascribed to it in Clause 19.1 |
| Effective Date          | shall have the same meaning ascribed to it in Clause 3; |
| Purchaser Data          | means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement; |
| Final Acceptance Test   | shall be conducted on completion of the following: Deployment & operational hardware and software at NCRB, New Delhi, UAT of Tools and solutions implemented |
| Final Testing and       | shall have the same meaning ascribed to it in Clause 5.4; |
| Certification Agency    |  |
| Force Majeure Costs     | shall have the same meaning ascribed to it in Clause 16.4 (b); |
| GoI                     | means the Government of India; |

1.1.1

(a) Subject to partial acceptance of the System as described below, Go-Live shall occur in respect of the System, when (a) the Final Acceptance Tests, as specified in the agreed and finalized project plan have been successfully completed; or (b) the Final Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within a period of 30 days from the date of installation or any other agreed-upon
period; or
(c) the Purchaser has put the System into production or use for 60 consecutive days. If the System is put into production or use in this manner, the Implementation Agency shall notify the Purchaser and document such use

1.1.2
(b) At any time after any of the events set out in Clause above have occurred, the Implementation Agency may give a notice to the Purchaser requesting the issue of a Final Acceptance Certificate.

1.1.3
(c) After consultation with the Purchaser, and within fourteen (14) days after receipt of the Implementation Agency's notice, the Purchaser shall:
(a) issue a Final Acceptance Certificate; or
(b) notify the IA in writing of any defect or deficiencies or other reason for the failure of the Final Acceptance Tests; or
(c) issue the Operational Acceptance Certificate, if the situation covered by sub-clause (a) arises.

1.1.4
(d) The IA shall use all reasonable endeavors to remedy any defect and/or deficiencies and/or other reasons for the failure of the Final Acceptance Test that the Purchaser has notified the IA of. Once such remedies have been made by the IA, the IA shall notify the Purchaser, and the Purchaser, with the full cooperation of the IA, shall use all reasonable endeavors to carry out retesting of the System or Subsystem. Upon the successful conclusion of the Final Acceptance Tests, the IA shall notify the Purchaser of its request for Final Acceptance Certification, in accordance with sub clause (b). The Purchaser shall then issue to the IA the Final Acceptance Certification in accordance with sub clause (c), or shall notify the IA of further defects, deficiencies, or other reasons for the failure of the Final Acceptance Test. The procedure set out in this sub-clause (d) shall be repeated, as necessary, until a Final Acceptance Certificate is issued.

1.1.5
(e) If the System or Subsystem fails to pass the Final Acceptance Test(s) in accordance with these provisions, Clause 27.2, then either:
(i) the Purchaser may consider terminating the Contract, pursuant to termination provisions; or (b) if the failure to achieve Final Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the IA shall be deemed to have fulfilled its obligations with respect to the relevant technical
and functional aspects of the Agreement. If within 14 days after receipt of the IA’s notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the IA in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the IA’s said notice.

Partial Acceptance: If so specified in the Agreement, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Final Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in the below clause.

The issuance of Final Acceptance Certificates for individual major components or Subsystems pursuant to clause a shall not relieve the IA of its obligation to obtain a Final Acceptance Certificate for the System as an integrated whole (if so specified in the Agreement) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue a Final Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The IA shall, however, use all reasonable endeavors to remedy any defects or deficiencies in such minor components detected by the Purchaser or IA.

<table>
<thead>
<tr>
<th>Indemnifying Party</th>
<th>shall have the same meaning ascribed to it in Clause 15.1;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indemnified Party</td>
<td>shall have the same meaning ascribed to it in Clause 15.1;</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);</td>
</tr>
<tr>
<td>Material Breach</td>
<td>means a breach by either Party (Purchaser or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which</td>
</tr>
</tbody>
</table>
**Parties**
means Purchaser and Implementation Agency for the purposes of this Agreement and “Party” shall be interpreted accordingly;

**Performance Guarantee**
Means the guarantee provided by a Nationalized Bank in favour of the Implementation Agency. The amount of Performance Security shall be 10% of the overall cost of the project. This performance security shall be valid till sixteen months after the completion of the project i.e. ---- years from the date of signing of contract or for such time as is required under this Agreement;

**Project**
means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;

**Project Implementation**
means Project Implementation as per the testing standards and acceptance criteria prescribed by Purchaser or its nominated agencies;

**Project Implementation Phase**
shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in Clause 5.4 of this Agreement;

**Project Implementation Unit (PIU)**
shall be constituted by Purchaser to monitor the activities, deliverables and progress of the Project. PIU will comprise of the staff members of the Purchaser, other officials from concerned department and external experts

**Project Timelines**
shall have the same meaning ascribed in the proposal;

**Technical Committee**
shall be constituted by The Director, NCRB to supervise the activities, deliverables and progress of the Project.

**Providing Party**
shall have the same meaning ascribed to it in Clause 12.5;

**Receiving Party**
shall have the same meaning ascribed to it in Clause 12.5;

**Replacement Implementation Agency**
means any third party that Purchaser or its nominated agencies appoint to replace Implementation Agency upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
| **Required Consents** | means the consents, waivers, clearances and licenses to use Purchaser's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Purchaser or their nominated agencies are required to make available to Implementation Agency pursuant to this Agreement; |
| **Services** | means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency |
| **Service Level** | means the level of service and other performance criteria which will apply to the Services delivered by the Implementation Agency; |
| **SLA** | means the Performance and Maintenance SLA executed as part of this Master Service Agreement; |
| **Stakeholders** | means the students, Franchisee’s, Investors, Citizens, Purchaser or its nominated agencies, Purchaser, employees and the Departments of State Government; |
| **Term** | shall have the same meaning ascribed to it in Clause 3.1; |
| **Third Party Systems** | means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Purchaser or Implementation Agency and to which Implementation Agency has been granted a license to use and which are used in the provision of Services; |
| **Application** | means the software application implemented as part of scope of work set out in Clause 2.1(a) |
| **Warranty / AMC Period** | shall be three years from the date of successful completion/Go-live. |

### 1.2 Interpretation

In this Agreement, unless otherwise specified:

(a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
(b) use of any gender includes the other genders;

(c) references to a ‘company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(d) references to a ‘person’ shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(f) any reference to a ‘day’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;

(g) references to a ‘business day’ shall be construed as a reference to a day (other than a Sunday) on which banks in the state of New Delhi are generally open for business;

(h) references to times are to Indian Standard Time;

(i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time and

(j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

(k) System integrator (SI) or Implementation Agency (IA) has been used for the same entity i.e. bidder selected for the project.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

(a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b) as between the provisions of this Agreement and the Schedules/Annexures, the
Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

(c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5 Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

(a) This Agreement along with
(b) the SLA agreement,
(c) NDA agreement,
(d) Schedules and Annexures;
(e) Technical and financial proposal submitted by the Implementation Agency.

2. SCOPE OF THE PROJECT

- Implementation agency shall install and commission the required hardware and software tools for “Development of classroom under National Cyber Training Centre” as detailed in the proposal. Implementation Agency shall comply with all the terms and conditions as mentioned in the RFP.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted services under the SLA to the Purchaser and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

3. TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on the date of signing of agreement (hereinafter the ‘Effective Date’) and shall continue till end of warranty support date which shall be the date of the completion of deliverables to the Purchaser or its nominated agencies, unless
terminated earlier (as per clause 14), in which case the contract will get terminated on fulfillment of all obligations mentioned as per clause 14.

4. CONDITIONS PRECEDENT & EFFECTIVE DATE

4.1 Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation Agency.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfilment of the Conditions Precedent as set forth below.

4.2 a. Conditions Precedent of the Implementing Partner

The Implementation Agency shall be required to fulfil the Conditions Precedent in which is as follows:

i. to provide a Performance Security/Guarantee and other guarantees/payments within <21 days> of the receipt of notification of award from the purchaser; and

ii. to provide a draft agreement template with terms and conditions from the work order.

4.2 b. Conditions Precedent of the Purchaser

The Purchaser shall be required to fulfil the Conditions Precedents which are as follows:

i. Issue of confirmed work order

ii. Necessary clearances associated with the execution of the project, unless specified to be performed by the IA
iii. Approval of the Project by a Competent Authority.

4.3 Extension of time for fulfilment of Conditions Precedent
The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

4.4 Non-fulfilment of the Implementation Agency's Conditions Precedent
(a) In the event that any of the Conditions Precedent of the Implementation Agency have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by Purchaser or its nominated agencies, this Agreement shall cease to exist;

(b) In the event that the Agreement fails to come into effect on account of non fulfilment of the Implementation Agency’s Conditions Precedent, the Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Implementation Agency.

(c) In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Implementation Agency prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Purchaser or its nominated agencies, free and clear from any encumbrances or claims.

5. OBLIGATIONS UNDER THE SLA

5.1 The implementation Agency shall carryout the repairs, if any required for the equipment from the date of receipt of information during the warranty period within a duration of 2 days. After this period, penalty will be imposed as decided by competent authority. A help line number would be provided by the implementation agency for registering the support calls.

5.2 In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

5.3 Change of Control
a) In the event of a change of control of the Implementation Agency during the Term, the Implementation Agency shall notify Purchaser and/or its nominated agencies of the same
in the format set out as Annexure A of this Agreement.
b) In the event that the net worth of the surviving entity is less than that of Implementation Agency prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Implementation Agency from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be Implementation Agency or any of its associated entities).
c) If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
d) Pursuant to termination, the effects of termination as set out in Clause 14 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Implementation Agency shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

5.4 Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the Purchaser and Implementation Agency as under:

a. Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project implementation of tools (software & hardware) and compliance with all the technical and functional requirements envisaged in the proposal and this Agreement;
b. Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;
c. Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;
d. Final testing and certification criteria will establish appropriate processes for notifying the Implementation Agency of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Implementation Agency to take corrective action; etc.
6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties of the Implementation Agency

The Implementation Agency represents and warrants to the Purchaser or its nominated agencies that:

(a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

(b) it is a competent provider of a variety of information technology and business process management services;

(c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(e) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to Purchaser’s normal business operations;

(f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

(g) the information furnished in the Implementation Agency’s response to the requirements and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;

(h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound.
or affected;

i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;

l) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

6.2 Representations and warranties of the Purchaser or its nominated agencies

Purchaser or its nominated agencies represent and warrant to the Implementation Agency that:

a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise
its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c) it has the financial standing and capacity to perform its obligations under the Agreement;

d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

i) it has complied with Applicable Laws in all material respects;
j) all information provided by in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

k) upon the Implementation Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Implementation Agency, in accordance with this Agreement.

7. **OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES**

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

a) Provide required IT infrastructure in time, to carry out the installation, configuration, testing and commissioning of the tools (Hardware and Software).

b) To provide any support through personnel to test the system during the Term

c) To provide any support through personnel and/or test data during implementation, steady state operation,

d) To authorize the Implementation Agency to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

e) Provide prompt Deliverable feedback: Within <7 working days> from the submission of a deliverable/SLA and performance reports, the purchaser shall provide a sign offs on the deliverable or its comments for changes.

In case the purchaser fails to respond and provide feedback on above stated submission, the deliverables or SLA and performance reports will be deemed accepted. Post 7 working days there will be no rework of the said deliverable except, in case the purchaser has provided an alternate date for acceptance. Any subsequent rework post acceptance / deemed acceptance would form the subject of a formal change request under the provisions of this Agreement.

8. **OBLIGATIONS OF THE IMPLEMENTATION PARTNER**

8.1 It shall provide to the Purchaser or its nominated agencies, the Deliverables as set out
in the proposal and work order.

8.2 It shall perform the Services in a good and workman like manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.

8.3 It shall ensure that the Services are being provided as per the Project Timelines set out in the agreement.

9. APPROVALS AND REQUIRED CONSENTS

9.1 The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Required Consents”) necessary for the Implementation Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.

9.2 The Purchaser or its nominated agencies shall use reasonable endeavours to assist Implementation Agency to obtain the Required Consents. In the event that any Required Consent is not obtained, the Implementation Agency and the Purchaser or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Purchaser or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Implementation Agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Implementation Agency’s obligations are not dependent upon such Required Consents.

10. USE OF ASSETS BY THE IMPLEMENTATION AGENCY

10.1 During the Term the Implementation Agency shall:

a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Implementation Agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “Assets”) in
proportion to their use and control of such Assets; and

b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Implementation Agency takes control of and/or first uses the Assets and during the entire Term of the Agreement.

c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Implementation Agency will be followed by the Implementation Agency and any person who will be responsible for the use of the Assets;

d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Implementation Agency or as may, in the reasonable opinion of the Implementation Agency, be necessary to use the Assets in a safe manner;

e) ensure that the Assets that are under the control of the Implementation Agency, are kept suitably housed and in conformity with Applicable Law;

f) procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;

g) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to applicable Law.

11. ACCESS TO THE PURCHASER OR ITS NOMINATED AGENCIES LOCATIONS

11.1 For so long as the Implementation Agency provides services to the Purchaser or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the Purchaser as the case may be or its nominated agencies shall, subject to compliance by the Implementation Agency with any safety and security guidelines which may be provided by the Purchaser as the case may be or its nominated agencies and notified to the Implementation Agency in writing, provide the Implementation Agency with:

a) reasonable access, in the same manner granted to the Purchaser or its nominated agencies employees, to the Purchaser as the case may be location
twenty-four hours a day, seven days a week;
b) reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the Purchaser as the case may be location, if any, as may be reasonably necessary for the Implementation Agency to perform its obligations hereunder and under the SLA.

11.2 Access to locations, office equipments and services shall be made available to the Implementation Agency inappropriate working condition (by the Purchaser or its nominated agencies. The Implementation Agency agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment for the following purposes:

a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

12. MANAGEMENT PHASE

12.1 Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule and shall cover all the management aspects of the Project.

12.2 Use of Services

a) The Purchaser as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;
b) The Purchaser as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

12.3 Changes
Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in RFP of this Agreement.

12.4 Security And Safety

a) The Implementation Agency shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable) and follow the industry standards related to safety and security, in so far as it applies to the provision of the Services.

b) Each Party to the SLA/Agreement shall also comply with Purchaser or the Government of India, and the respective State’s security standards and policies in force from time to time at each location of which Purchaser or its nominated agencies make the Implementation Agency aware in writing insofar as the same apply to the provision of the Services.

c) The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Purchaser as the case may be or any of their nominees data, facilities or Confidential Information.

d) The Implementation Agency shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

e) As per the provisions of the SLA or this Agreement, the Implementation Agency shall report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Purchaser as the case maybe.

12.5 Cooperation

Except as otherwise provided elsewhere in this Agreement or the SLA, each Party (“Providing Party”) to this Agreement or to the SLA undertakes to provide the other Party
(“Receiving Party”) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

a) does not require material expenditure by the Providing Party to provide the same;

b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;

c) cannot be construed to be Confidential Information; and

d) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

13. FINANCIAL MATTERS

13.1 Terms of Payment

a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the Purchaser shall pay the Implementation Agency for the deliverables in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out in RFP of this Agreement.

b) Payments shall be subject to the application of liquidated damages (for period prior to “Go Live”) or SLA penalties and its adjustments/corrections (for post “Go-Live”) as may be provided for in the Agreement and the SLA from the relevant milestone(s),

c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Implementation Agency performance of any obligations under this Agreement or the SLA). For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.
13.2 **Invoicing and Settlement**

a) Subject to the specific terms of the Agreement and the SLA, the Implementation Agency shall submit its invoices in accordance with the following principles:

(i) The Purchaser shall be invoiced by the Implementation Agency for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Implementation Agency shall raise an invoice as per RFP of this Agreement; and

(ii) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.

b) The Implementation Agency alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment as stated in RFP of this Agreement. The Implementation Agency shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.

c) The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Implementation Agency under RFP of this Agreement where the Purchaser disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Any exercise by the Purchaser under this Clause shall not entitle the Implementation Agency to delay or withhold provision of the Services.

d) Exchange rate variation: Not Applicable in this agreement

e) The Implementation Agency shall be solely responsible to make payment to its sub-contractors.

13.3 **Tax**

a) The Purchaser or its nominated agencies shall provide Implementation Agency with the original tax receipt of any withholding taxes paid by Purchaser or its nominated agencies on payments under this Agreement. The Implementation Agency agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes
that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Purchaser or its nominated agencies, the Implementation Agency and third party subcontractors.

b) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:

(i) any resale certificates;
(ii) any relevant information regarding out-of-state or use of materials, equipment or services; and
(iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

14. TERMINATION

14.1 FOR MATERIAL BREACH

(a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month’s notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Implementation Agency, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

(i) If the Implementation Agency is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the Purchaser may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate this Agreement. Further, the Purchaser may offer a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a breach.

(ii) If there is a Material Breach by the Purchaser or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance then the Implementation Agency will give a one month’s notice for curing the Material Breach to the Purchaser. After the expiry of
such notice period, the Implementation Agency will have the option to terminate the Agreement.

(b) The Purchaser may by giving a one month’s written notice, terminate this Agreement if a change of control of the Implementation Agency has taken place. For the purposes of this Clause, in the case of Implementation Agency, change of control shall mean the events stated in Clause 5.3, and such notice shall become effective at the end of the notice period as set out in Clause 5.3 (c).

(c) In the event that Implementation Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Implementation Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser’s demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Implementation Agency.

(d) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

14.2 TERMINATION FOR CONVENIENCE

14.2.1 The Purchaser may at any time terminate the Contract for any reason by giving the IA a notice of termination that refers to this clause.

14.2.2 Upon receipt of the notice of termination under this clause, the IA shall either as soon as reasonably practical or upon the date specified in the notice of termination:

(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 14.2.2 (d) (ii) below;

(c) remove all IA’s Equipment from the site, repatriate the IA’s and its Subcontractors’ personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(d) in addition, the IA shall:

(i) deliver to the Purchaser the parts of the System executed by the IA up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the IA to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the IA and its Subcontractors;
(iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the IA or its Subcontractors as of the date of termination in connection with the System.

14.3 Effects of termination

(a) In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Implementation Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Implementation Agency may be forfeited.

(b) Purchaser agrees to pay Implementation Agency for i) all charges for Services Implementation Agency provides and any Deliverables and/or system (or part thereof) Implementation Agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by the Nodal Agency and ii) reimbursable expenses Implementation Agency incurs through termination.

(c) If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment expenses to Implementation Agency incurs as a result of such termination (which Implementation Agency will take reasonable steps to mitigate.

(d) In the event of termination of the Contract under 14.2, the Purchaser shall pay to the IA the following amounts:

(i) the Contract Price, properly attributable to the parts of the System executed by the IA as of the date of termination;

(ii) the costs reasonably incurred by the IA in the removal of the IA’s Equipment from the site and in the repatriation of the IA’s and its Sub contractors’personnel;

(iii) any amount to be paid by the IA to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

(iv) costs incurred by the IA in protecting the System and leaving the site in a clean and safe condition pursuant to Clause 14.2; and

(v) the cost of satisfying all other obligations, commitments, and claims that the IA may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Clauses 14.3 (d) above.

14.4 Termination of this Agreement due to bankruptcy of Implementation Agency

The Purchaser may serve written notice on Implementation Agency at any time to terminate this Agreement with immediate effect in the event that the Implementation
Agency reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies

15. INDEMNIFICATION & LIMITATION OF LIABILITY

15.1 Subject to Clause 15.4 below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively “Loss”) on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

15.2 If the Indemnified Party notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

15.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
a) Indemnified Party's misuse or modification of the Service;
b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

i. Procure the right for Indemnified Party to continue using it
ii. Replace it with a non-infringing equivalent
iii. Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
The indemnities set out in Clause 15 shall be subject to the following conditions:

(i) the Indemnified Party as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;

(iii) if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

(v) all settlements of claims subject to indemnification under this Clause will:
   a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
   b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
(ix) if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

15.5 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15 and breach of Clause 12.4 and 17.

15.6 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.

15.7 The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

16. FORCE MAJEURE

16.1 Definition of Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

16.2 Force Majeure events

A Force Majeure shall include, without limitation, the following:

a. war, hostilities, or warlike operations (whether a state of war be declared or
not), invasion, act of foreign enemy, and civil war;

b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

c. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

16.2.1 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

16.2.2 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

16.2.3 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract under Clause 16.

16.2.4 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance, if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.

16.2.5 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

16.2.6 In the event of termination pursuant to Clause 16, the rights and obligations of
the Purchaser and the Supplier shall be as specified in the clause titled Termination.

16.2.7 Notwithstanding Clause 16.2.4, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

16.2.8 For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation Agency under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of “Force Majeure”. In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

17. CONFIDENTIALITY

17.1 The Purchaser or its nominated agencies shall allow the Implementation Agency to review and utilize highly confidential public records and the Implementation Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

17.2 Additionally, the Implementation Agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

17.3 The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation Agency regarding any forbidden disclosure.

17.4 The Implementation Agency shall ensure that all its employees, agents and subcontractors involved in the project, execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project. The implementing agency may submit a declaration that it has obtained the NDA from its employees.
For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

(a) information already available in the public domain;
(b) information which has been developed independently by the Implementation Agency;
(c) information which has been received from a third party who had the right to disclose the aforesaid information;
(d) Information which has been disclosed to the public pursuant to a court order.

17.5 To the extent the Implementation Agency shares its confidential or proprietary information with the Purchaser for effective performance of the Services, the provisions of the Clause 17.1 to 17.3 shall apply mutatis mutandis on the Purchaser or its nominated agencies.

17.6 Any handover of the confidential information needs to be maintained in a list, both by Purchaser & SI, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

17.7 Notwithstanding anything to the contrary mentioned hereinabove, the Implementation Agency shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to this Agreement, with it’s prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

18.**AUDIT, ACCESS AND REPORTING**

The Implementation Agency shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Implementation Agency and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule.

19.**INTELLECTUAL PROPERTY RIGHTS**

19.1 **Products and fixes:** All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Implementation Agency would be responsible for arranging any licenses associated with products.
“Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

19.2 Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementation Agency should grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Purchaser’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Purchaser at the conclusion of performance of the services.

19.3 Residuals: In no event shall Implementation Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Implementation Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

20. WARRANTY & MAINTENANCE

20.1 Standard: The Implementation Agency warrants that the Project, including all
the system(s), materials and goods supplied pursuant to the Agreement, shall be free from any defect or deficiency in the material, design, engineering, and workmanship that prevent the system and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the system and/or any of its sub-system(s). Commercial warranty provisions of products supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.

20.1.1 The IA also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the system’s or subsystem’s ability to fulfill the technical requirements.

20.1.2 In addition, the IA warrants that: (i) all Goods components to be incorporated into the System form part of the IA/OEM’s and/or Subcontractor’s current productlines.

20.1.3 The warranty period shall commence from the date of Go Live of the project and shall be valid for a period of three years (36 months) from the date of Go-Live Purchaser/Government department should approve signoff within <15 days> from the submission of deliverables for Go-Live/Phased Go-live (as relevant, depending on project requirement) by the implementing agency.

In case the Purchaser/Government department fails to respond and provide feedback on the above stated submission, the deliverables will be deemed accepted for the commencement of warranty for the project.

However, in case the purchaser confirms to vendor an alternative date, then the date would stand revised for deemed acceptance. Such revisions may be limited to 2 (two).

20.1.4 If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Implementation Agency, the Implementation Agency shall in consultation and agreement with Purchaser, and at the Implementation Agency’s sole cost repair, replace, or otherwise make good (as the Implementation Agency shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or
deficiency. Any defective component, excluding hard disks, that has been replaced by the Implementation Agency shall remain the property of the Implementation Agency.

20.1.5 The IA may, with the consent of the Purchaser, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the IA notice requiring that tests of the defective part be made by the IA immediately upon completion of such remedial work, whereupon the IA shall carry out such tests. If such part fails the tests, the IA shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

20.1.6 If the IA fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within a two days period, the Purchaser may, following notice to the IA, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the IA or may be deducted by the Purchaser from any amount due to the IA.

20.1.7 If the System or any of its sub-systems cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, attributable to IA, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the Purchaser because of such defect and/or making good of such default, defect or deficiency. For reasons not attributable to IA, the IA shall not be liable.

20.1.8 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.

20.1.9 The Implementing Agency shall have no liability in the case of breach of this warranty due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Implementing Agency, (ii) the combination, operation, or use of some or all of the deliverables with information,
software, specifications, instructions, data, or materials not approved by the Implementing Agency; (iii) the deliverables having been tampered with, altered or modified by Purchaser without the written permission of the Implementing Agency, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.

20.2 **Implied Warranty:** The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

21. **LIQUIDATED DAMAGES**

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Implementation Agency, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

22. **ESCROW AGREEMENT**

Not applicable in this agreement

23. **INSURANCE COVER**

Not applicable in this agreement

24. **MISCELLANEOUS**

24.1 Personnel

(a) The personnel assigned by Implementation Agency to perform the Services shall be employees of Implementation Agency or its subcontractor(s), and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies. The Implementation Agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation,
employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

(b) The Implementation Agency shall use its best efforts to ensure that sufficient Implementation Agency personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with Implementation Agency, Purchaser or its nominated agencies shall have the right to require the removal or replacement of any Implementation Agency personnel performing work under this Agreement based on bonafide reasons. In the event that Purchaser or its nominated agencies requests that any Implementation Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

(c) Nil

(d) In the event that the Purchaser and Implementation Agency identify any personnel of Implementation Agency as “Key Personnel”, then the Implementation Agency shall not remove such personnel from the Project without the prior written consent of Purchaser or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

(e) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of Implementation Agency to freely assign or reassign its employees; provided that Implementation Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Purchaser or its nominated agencies shall have the right to review and approve Implementation Agency’s plan for any such knowledge transfer. Implementation Agency shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

(f) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection there with.

(g) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either
Party responding to advertisements in job fairs or news media circulated to the general public.

24.2 Independent Contractor
Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

(a) incur any expenses on behalf of the other Party;
(b) enter into any engagement or make any representation or warranty on behalf of the other Party;
(c) pledge the credit of or otherwise bind or oblige the other Party; or
(d) commit the other Party in any way whatsoever without in each case obtaining the other Party’s prior written consent.

24.3 Sub-contractors
Implementation Agency shall not subcontract any work related to <Insert details> without Purchaser’s prior written consent. However the Implementation Agency shall provide the list of all the other services planned to be sub contracted, within 15 days of signing the Agreement. It is clarified that the Implementation Agency shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Implementation Agency undertakes to indemnify the Purchaser or its nominated agencies from any claims on the grounds stated here in above.

24.4 Assignment
(a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser and their respective successors and permitted assigns.

(b) Subject to Clause 5.3, the Implementation Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party.

(c) The Purchaser may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Implementation Agency shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees.

24.5 Trademarks, Publicity
Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Implementation Agency may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Implementation Agency may include Purchaser or its client lists for reference to third parties subject to the prior written consent of Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

24.6 Notices

(a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

(b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

The purchaser:

The Director,
National Crime Records Bureau
NH- 8, Mahipalpur,
New Delhi – 110 037

The Implementation Agency:

Section Head
<OTHER PARTY>
<OTHER PARTY>,
e-mail: <Other Party>

(c) In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

24.7 Variations and Further Assurance

(a) No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorised in accordance with the RFP of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement or the SLA.

(b) Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

24.8 Severability and Waiver

(a) If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

(b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or
provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

24.9 Compliance with Applicable Law
Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Implementation Agency as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the RFP of this Agreement.

24.10 Professional Fees
All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

24.11 Ethics
The Implementation Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Purchaser or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement, or the SLA.

24.12 Entire Agreement
This Agreement and the SLA with all schedules & annexures appended thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

24.13 Amendment
Any amendment to this Agreement shall be made by mutual written consent of all the Parties.

25. **GOVERNING LAW AND DISPUTERE SOLUTION**

25.1 This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.

25.2 Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule.

25.3 In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:

- Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
- The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.
- If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue.

25.4 In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:

- Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.
- Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute
- The expert panel shall use his best endeavours to provide a neutral position on the issue.
- If no resolution can be reached through the above means within 30 days then
the matter should be referred to Arbitration.

**25.5** Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at New Delhi. Any legal dispute will come under the sole jurisdiction of New Delhi.

**25.6** Compliance with laws: Each party will comply with all applicable export and import laws and regulations.

**25.7** Risk of Loss: For each hardware item, Implementation Agency bears the risk of loss or damage up to the time it is delivered to the Implementation/Purchaser-designated carrier for shipment to Purchaser or Purchaser’s designated location.

**25.8** Third party components: Implementation Agency will provide all third party components solely on a pass-through basis in accordance with the relevant third party terms and conditions.

**26. Other Terms & Conditions**

(a) Terms & condition mentioned in the work order.

(b) <OTHER PARTY> agrees that time is the essence of this contract.

(c) <OTHER PARTY> shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. <OTHER PARTY> shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of NCRB. NCRB shall have absolute power to refuse such consent or rescind such consent (if given) at any time. <OTHER PARTY> shall not be
relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by NCRB.

(d) Notwithstanding the provisions contained in this agreement, NCRB shall have the right to cancel the contract for any default on the part of <OTHER PARTY> in due performance thereof.

(e) It shall be lawful for NCRB from and out of any money for the time being payable or due to <OTHER PARTY> under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by NCRB by reason of the cancellation of the contract.

(f) This agreement along with the contract documents shall be referred to as ‘the Contract’. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the contract documents.

(g) This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence. Any modifications of the agreement shall be affected only by an instrument signed by the authorized representatives of both the parties;

(h) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Indian Law;

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of:

WITNESSES:
Signed by:

(Name and designation) **For and on behalf of Purchaser**

(FIRST PARTY)

Signed by:
(Name and designation)

IMPLEMENTATION AGENCY

(SECOND PARTY)

(Name and designation) For and on behalf of Implementation Agency Signed by: