Request for Proposal (RFP)

For

Selection of Network Service Provider for

Supply, Installation and Commissioning of Network Connectivity

to CCTNS Project, Mizoram

RFP No. CRM/SCRB/CCTNS/CONN/1/18 **Dated: 4th August 2020**

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Notice Inviting Tender

RFP No. CRM/SCRB/CCTNS/CONN/1/18 Dated: 4th August 2020

Office of DIG O/O DIG (CID) & Nodal Officer CCTNS CID Complex Bungkawn Aizawl, Mizoram, invites proposals from Network Service Providers (in sealed envelope), for "**Selection of Network Service Provider for Supply, Installation and Commissioning of OFC/RF MPLS Links/4G Dongle based connectivity"** for Mizoram Police Stations and Higher Offices for CCTNS Mizoram". The bidder should be able to provide connectivity on **OPEX Model (on Annual Rental basis)** to all the proposed locations of CCTNS project using Single/Hybrid network covering OFC/RF, 4G over VPN with IP white listing option to connect end user device with DC as per the priority.

1. The selection of eligible network service provider/Telecom operator shall be held based on the criteria given in the selection criteria of the RFP.

2. As per direction, tenders are invited under two bid system from eligible, reputed, qualified Information Technology (IT) firms with sound technical and financial capabilities for supply, installation, commissioning of OFC/RF MPLS Links/4G. This invitation of bid is open to all bidders meeting the minimum eligibility criteria as mentioned in below sections.

3. Any Contract that may result from this RFP will be issued for a term of 3 years from the date of signing of Letter of Intent (LOI)/Work Order (WO). Mizoram Police reserves the right, with concurrence of the Bidder, to extend the Term of the Project for a period or periods of up to one year with a maximum of two such extensions on the same terms and conditions, subject to Mizoram Police 's obligations at law.

4. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the prequalification/eligibility sections of bid document.

5. **Bidding documents:** The Bidder can download the RFP document(s) from the website https://police.mizoram.gov.in. The bid fee will be submitted through a non-refundable bank demand draft or through RTGS of **INR 1,500** (Rupees One thousand Five hundred only) drawn in favor of **'MCOPS (Mizoram Computerization of Police Service Society) (Account Number: 30955089707; IFSC: SBIN0001539; MICR Code: 796002002; Branch- Aizawl) payable at Aizawl**, from a scheduled commercial bank. The demand draft/ details of successful transaction of RFP document fee, should be submitted along with the bidder's proposal (Proposal). Proposals received without or with inadequate RFP Document fees shall be rejected.

   It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see any addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all addendum/Corrigendum.

6. **Earnest Money Deposit (EMD):** Bidders shall submit an EMD of **INR. 2,40,000** (Rupees Two lakhs forty thousand only), in the form of a demand draft or RTGS or Bank guarantee (in the format specified in Annexure VI) issued by a scheduled commercial bank drawn in favor of **MCOPS (Mizoram Computerization of Police Service Society) (Account Number: 30955089707; IFSC: SBIN0001539; MICR Code: 796002002; Branch- Aizawl) payable at Aizawl** and should be valid for 180 days after the bid submission date.

Note: The EMD which was made for the RFP No. CRM/SCRB/CCTNS/CONN/1/18 Dated: 25th March 2020 will also be accepted. However, the bidder has to submit an undertaking for the extension of the validity for a period of 180 days after the bid submission date.

7. **Pre-bid Meeting:** No further Pre-bid meeting will be held however the bidders may submit the pre-bid queries at the email cctns_mz@ncrb.nic.in. by 7th August 2020.
8. Last date of submission of proposal, EMD & Bid fee will be 12th August 2020 1200 Hrs.
9. **Opening of Bids: 1**2th August 2020 at 2:00 PM**,**

   Venue: Office of the DySP (CCTNS), SCRB Office, SP Aizawl Office Building, Top Floor,

   Treasury Square, Aizawl
10. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:

    Office of the DySP (CCTNS),
    SCRB Office, SP Aizawl Office Building,
    Top Floor, Treasury Square, Aizawl
    Email ID: cctns_mz@ncrb.nic.in

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Mizoram Police , or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Mizoram Police , their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Mizoram Police , their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Mizoram Police may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. FACT SHEET

1.	Bids are invited from eligible, reputed, qualified Bidders with sound technical and financial capabilities for supply, installation and commissioning of Network Connectivity for CCTNS Mizoram Project as detailed out in the Scope of Work section of this RFP.
2.	Any Contract that may result from this RFP will be issued for a term of 3 years from the date of signing of Letter of Intent (LOI)/ Work Order (WO). Mizoram Police (termed as Authority hereafter in this document) reserves the right, with concurrence of the Bidder, to extend the Term of the Project for a period or periods of up to one year with a maximum of two such extensions on the same terms and conditions, subject to Mizoram Police's obligations at law.
3.	The Bidders can download the RFP document(s) from the website https://police.mizoram.gov.in/. An Amount of **INR 1,500** (Rupees one thousand five hundred only) will have to be paid as a **bid fee** through a non-refundable bank demand draft drawn in favour of **MCOPS (Mizoram Computerization of Police Service Society) (Account Number: 30955089707; IFSC: SBIN0001539; MICR Code: 796002002; Branch- Aizawl) payable at Aizawl** OR through RTGS in the bank details mentioned above and should be valid for 180 days after the bid submission date. The demand draft / RTGS transaction details of bid fee should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
4.	Along with the Bid, Bidders are required to deposit an amount of **INR 2,40,000** (Rupees Two lakhs forty thousand) as Ernest Money Deposit ("EMD") by means of either (i) Demand draft in favour of **MCOPS (Mizoram Computerization of Police Service Society) (Account Number: 30955089707; IFSC: SBIN0001539; MICR Code: 796002002; Branch- Aizawl) payable at Aizawl** and should be valid for 180 days after the bid submission date from any Scheduled commercial bank, or (ii) Bank guarantee in the format prescribed at Annexure VI or (iii) Through RTGS **Note: The EMD which was made for the RFP No. CRM/SCRB/CCTNS/CONN/1/18 Dated: 25th March 2020 will also be accepted. However, the bidder has to submit an undertaking for the extension of the validity for a period of 180 days after the bid submission date.**

5.	Tender documents will be published on https://police.mizoram.gov.in/ Original of the EMD document and Bid fee along with the Technical/Pre-qualification proposal shall be submitted at the address mentioned below: DySP (CCTNS), SCRB Office, SP Aizawl Office Building, Top Floor, Treasury Square, Aizawl Email ID: cctns_mz@ncrb.nic.in
6.	No Pre-bid meeting will be held however the bidders may submit the pre-bid queries at the email cctns_mz@ncrb.nic.in. by 7th August 2020.
7.	The method of selection is Least Cost Selection (L1) with emphasis on Quality based evaluation. Details specified in the selection criteria in the RFP
8.	Proposals should be submitted in English language only
9.	Proposals must remain valid for 180 days after the bid submission date.
10.	The eligibility criteria for Bidders as specified in the prequalification/ eligibility criteria section of this RFP.
11.	The technical evaluation & scoring matrix as specified in the RFP.
12.	Submission of the Performance Bank Guarantee (PBG) for the contract by the successful bidder as specified in the general conditions of the bid section.
13.	The address, and telephone numbers of the Nodal Officer is: O/O DIG (CID) & Nodal Officer CCTNS CID Complex Bungkawn Aizawl, Mizoram Email ID: cctns_mz@ncrb.nic.in

Note:

1) The date of the opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email or Telephone.
2) Authority reserve the right to change any schedule of bidding process. Please visit https://police.mizoram.gov.in/ website mentioned in document regularly for the same.
3) Proposals must be received not later than time & date and at venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2. IMPORTANT DATES

Sl no	Particulars	Date
1.	Publication of Bid	4th August 2020
2.	Start date of issuance of RFP document	4th August 2020
3.	Last date for issuance of RFP Document	12th August 2020 1200 hrs
4.	Last date & time for Submission of Queries	7th August 2020
5.	Response to pre-bid Queries will be published on https://police.mizoram.gov.in/ as corrigendum	To be intimated
6.	Last date for Bid Submission	12th August 2020 1200 hrs
7.	Date and time for opening of Technical bids	12th August 2020 2.00 PM Venue: Office of the DySP (CCTNS), SCRB Office, SP Aizawl Office Building, Top Floor, Treasury Square, Aizawl
8.	Date and time for opening of Financial bids	To be intimated

3. EXECUTIVE OVERVIEW

The Mizoram CCTNS project setup in the year 2012 under the Crime and Criminal Tracking Network and Systems (CCTNS) project, started in 2009, with a total approved outlay of Rs.2000 Crore. The project inter-links all Police Stations under a common application software for the purpose of investigation, policy making, data analytics, research and providing Citizen Services such as reporting and tracking of complaints, request for antecedent verification by Police. The project is being implemented in the Mizoram by Mizoram Police.

3.1. Objective:

The objective is to provide 100% connectivity to all the **43 Police Stations** and **53 Higher Offices**, across the State.

3.2. CCTNS Objectives

Key objectives of the CCTNS Project are as following:

i. To create a central database of Crime and Criminal records for providing pan-India search facility, dashboards for crime monitoring and intelligence for driving policy
ii. To fully computerize the process of crime recording, and investigation in India
iii. To provide 100% connectivity to all Police Stations & Police Higher Offices
iv. To implement a dashboard to make information for other departments (Police, Prosecution, Courts, Prison and Forensics) available faster.

3.3. Key Stakeholders

The CCTNS project implementation in all States/UTs is supported by multiple agencies namely National Crime Record Bureau (NCRB), National Informatics Centre (NIC), Central Software Development Agency (SDA), respective State System Integrators and Project Management Unit.

This Document covers the scope of work of the proposed project and outlines the broad framework within which authority invites Service Providers to submit their Proposals.

This notice does not in any manner impose any legal obligations on authority or confer any rights on any other party in respect of the contents herein. Any contractual obligations or rights shall always be subject to a final and binding written contract executed between authority and the party claiming such contractual obligations or rights.

Authority have the sole discretion to accept or reject any of the submissions without assigning any reasons. Responses submitted through Agents / Intermediaries will not be considered.

4. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

<table>
<tr><th>SL No</th><th>Description</th><th>Documents to be submitted</th></tr>
<tr><td>1.</td><td>The bidder should be a Registered Company in India under the Companies Act, 1956 or subsequent act of GOI as applicable.

In case of consortium partnership both lead bidder and partner firm should have valid registration as per the above clause.</td><td>Certificate of Incorporation</td></tr>
<tr><td>2.</td><td>Power of Attorney for authorized signatory of the bid document</td><td>Power of Attorney certificate for authorized signatory</td></tr>
<tr><td>3.</td><td>Non-refundable Tender fee in the form of DD/RTGS</td><td>Rs. 1500/- (One thousand five hundred) only drawn in favour of MCOPS (Mizoram Computerization of Police Service Society) payable at Aizawl or if through RTGS transaction details.
<table>
<tr><td>Name of Beneficiary</td><td>Mizoram Computerization of Police Services Society (MCoPS)</td></tr>
<tr><td>Name of the Bank</td><td>State Bank of India</td></tr>
<tr><td>Name of Branch</td><td>Aizawl Branch</td></tr>
<tr><td>Address</td><td>Solomon’s Cave Aizawl, Mizoram.</td></tr>
<tr><td>Account No. (as appearing in the Cheque Book)</td><td>30955089707</td></tr>
<tr><td>IFSC</td><td>SBIN0001539</td></tr>
<tr><td>MICR Code</td><td>796002002</td></tr>
</table></td></tr>
<tr><td>4.</td><td>The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD). The EMD should be in the form of DD/Bank Guarantee (As per format prescribed in this RFP) issued by a Nationalized / Scheduled Bank in favor of authority.

Note: The EMD which was made for the RFP No. CRM/SCRB/CCTNS/CONN/1/18 Dated: 25th March 2020 will also be accepted. However, the bidder has to submit an undertaking for the extension of the validity for a period of 180 days after the bid submission date.</td><td>EMD may be submitted in favour of MCOPS (Mizoram Computerization of Police Service Society) payable at Aizawl. Original copy of the DD should be submitted along with the proposal

OR

EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank. Original copy of the BG should along with the proposal

OR Through RTGS</td></tr>
</table>

5.	The Bidder / or its consortium partner should be a MPLS-VPN service provider and having valid NLD (National Long Distance) and UASL (Unified Access Service License) or Unified License for providing the required service on own name for operations in Mizoram Region. In case the bidder / or the consortium partner is not having license of its own to operate in Mizoram, the bidder may have to submit the MoU/ Authorization letter from Licensed telecom service provider for the connectivity & bandwidth to be proposed.	Copy of NLD and UASL or Unified license for Mizoram Region. Or MoU / Authorization letter from TSPs to the bidder to provide backend connectivity and bandwidth covering the period of service proposed on RFP along with the required Licenses.
6.	The Bidder should have a registered average turnover of Rs. 6.00 Crores for the last three financial years, (FY 2016-2017, FY 2017-18 & FY 2018-19), (not inclusive of the turnover of associate companies) as per the audited accounts. - Copy of audited balance sheet for last three Financial Years.	Copy of audited balance sheet for last three Financial Years.
7.	The lead Bidder should have a positive net worth.	Copy of audited financial statements.
8.	The bidder / or its consortium partner should have been in MPLS VPN business during the last five years from the date of tender and shall have independently executed similar Data connectivity to Govt/PSU / larger private banking & finance sectors clients in India.	Copy of work order /Contract copy
9.	Bidder / or its consortium partner / TSPs partners should have at least 50 POP or BTS in Mizoram with necessary network equipment across Mizoram operational as on date.	Self-Declaration along with Address of PoPs on Company Letter Head duly signed by Authorized Signatory (as per Annexure II). Or MoU/Authorization letter from the consortium partner / TSPs/Network Service Provider authorizing the bidder to use the POPs for subject project for the proposed duration.
10.	The bidder should have valid Service Tax Registration Certificate, PAN & GST Registration	Certificate Copy to be submitted
11.	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.	A Self Declaration regarding Bidder Company not being bankrupt shall be submitted.

5. SCOPE OF THE WORK

The Short-listed Service providers would provide the following scope of work: -

1. The bidder should propose the **annual OPEX rental cost** per unit locations for a period of 3 years which will be reimbursed on a quarterly pro rata basis. The client will not own any equipment during the contract period. The contract may be further extended on mutual agreement subject to satisfactory performance of the bidder.

2. The scope of work will be to supply, Install and commission the Primary MPLS links along with required equipment for establishing the connectivity between State Data center, Aizawl and end user locations (Police Stations/Higher offices across Mizoram) as per **Annexure – II**. The bidder is to provide last mile connectivity as per the following criteria:

2.1. Connectivity for Police Stations and Higher Offices

a) Connectivity Type : RF/OFC of 2 Mbps over MPLS protocol
b) Bandwidth: Lease line bandwidth of 2 Mbps over MPLS Protocol
c) Latency: < 100 ms
d) The bidder has to propose minimum of 85% (49 locations) of the PRIORITY 1 locations (total no. of 58 Police Stations & Higher Offices).
e) In case locations in the PRIORITY 1 list are not feasible with the RF/OFC, the bidder has to mention the feasibility with any other type of connectivity feasible in the PRIORITY 2 lists. However, PRIORITY 2 is only for price discovery.
f) Free NMS to be facilitated to monitor the SLA and call logging.

2.1.1. Price discovery

a) The PRIORITY 2 is only for the price discovery and it is not meant for the determination of L1.
b) The order of preference of the type of connectivity is given below

Location	Preference
PS/ SP (district head quarters) Office & other higher Office as in the PRIORITY 1	1. RF/OFC 2. 4G dongle 3. VSAT
SDPO & Other office	1. RF/OFC 2. 4G dongle

c) The bidder has to submit the feasibility of the 4G Dongle for the locations given in this RFP. However, this will not be a part of the criteria for determination of L1 cost. A minimum of 2 GB data plan per day along with customized rental needs to be provided. The SIM should be enabled with VPN whitelisting feature to communicate securely with State Data Centre for seamless communication.
a) In case 4G Dongle of single operator is not suitable for all the specified locations, the bidder may propose multiple service providers to meet the stable bandwidth requirement for smooth operation of the Police Stations.
b) The bidder has to submit price for both 1 Mbps & 2 Mbps bandwidth of the VSAT.

2.2. Connectivity for Data Centre at State Data Centre

a) DC Backhaul Connectivity: The aggregated bandwidth of minimum **10 Mbps MPLS backhaul connectivity** should be terminated at **Data Centre (AIZAWL TREASURY SQUARE)**. A necessary feasibility check may be done before submission of the BID. The equipment provided by the bidder should have provision for both the Ethernet and OFC port for extending uplink to DC equipment.

3. DC Backhaul Link: The selected Bidder will provide aggregated 10 Mbps MPLS link at Data Centre with redundant Gigabit Ethernet port & Fiber Port each to uplink with CCTNS Mizoram DC Network equipment. The bidder should ensure that the end network equipment at DC end have necessary port provision (both Ethernet & Fiber) i.e. the uplink port should have options for Ethernet and fibre port both.
4. Cost for any civil or electrical works at end locations and Data Centre needs to be borne by the bidder.
5. The bidder has to provide all the necessary end equipment such as router, switch, rack, modem, Cat 6 patch cord, etc. or any other customer premise network equipment which are required for establishing the connectivity between SDC & the end locations.
6. The Modem, router, switch or any other CPE equipment in which the computer at the PS/HO will be connected should have 4 or more ethernet ports. The interface for termination shall be Ethernet to client equipment at both ends. The internal LAN for the end locations will be managed by Mizoram Police.
7. The UPS, earthing and power backup will be provided by the authority. AC Power Input with 5/15 Amps socket for Modem/CPE at end user location will be provided by the Employer.
8. The RACK Space if required at the Data Centre will be arranged and maintained by Mizoram Police. The installation and termination of the connectivity from the DC backhaul to the CCTNS Rack where the servers are installed will be in the scope of work of the bidder.
9. At the PS/HO the space for the rack will be provided by Mizoram Police however rack for the CPE or other equipment has to be provided by the bidder. The installation and commissioning of the rack has to be done by the bidder.
10. Physical space, gate entry/ pass, access to premises (roof rights/ land rights) for installing required infrastructure for providing the link will be provided by the authority.
11. Permission to install RF tower at customer locations to be provided by authority for all the locations
12. The centralized monitoring for MPLS links has to be provided through NMS/Web Based interface for SLA monitoring using the bidders existing system/ resource at the bidder's own location. Call logging through IVR/web portal needs to be provided to the users (not auto-call logging, where complaints are auto logged without client staff intervention).
13. The bidder has to provide login credentials of the web-based monitoring tool setup for Mizoram Police. Post the implementation i.e. after commissioning of the links the system should be able to generate the SLA report on monthly basis.
14. The successful Bidder must provide a toll-free number and web-based extension for lodging complaints for link rectification and issue ticket numbers.
15. The MPLS links provided by the Bidder shall support IPv6 from day one.
16. The payment shall be done as per the payment terms section specified in the RFP.

17. The calculation of uptime/ downtime of the quarter in compliance to SLA/contract parameters will be carried out. In case SLA performance penalty (if any) is liable will be adjusted from the next quarterly payment.
18. If any Bidder requires site survey/feasibility, then the same has to be done at Bidder's own cost. Authority shall not be liable for payment towards such activities.
19. The bidder has to support warranty void issue arising out of natural calamity and earthing/ power issue at the end locations for at least 5% of the total sites of the WO/LOI. However, such issues beyond 5% will be reimbursched on actuals.

6. BID SUBMISSION

6.1. General

a) While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidders must collect additional information required if any for services required. Bidders and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.
b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the authority based on this TENDER.
c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of authority. Any notification of preferred bidder status by authority shall not give rise to any enforceable rights by the Bidder. The authority may cancel this public procurement at any time prior to a formal written contract being executed.
d) This TENDER supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.

6.2. Compliant Tenders / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully.
b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
    i) Comply with all requirements as set out within this TENDER.
    ii) Include all supporting documentations specified in this TENDER

6.3. Pre-Bid Meeting & Clarifications Bidders Queries

a) The Bidders will have to ensure that their queries for Pre-Bid should reach to authority by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder.
b) The queries should necessarily be submitted in the following format:

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			

c) Authority shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the authority.

6.4. Responses to Pre-Bid Queries and Issue of Corrigendum

a) Authority will endeavor to provide timely response to the queries. However, authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does authority undertake to answer all the queries that have been posed by the bidders.
b) At any time prior to the last date for receipt of bids, authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the Mizoram Police website http://police.mizoram.gov.in.
d) Any such corrigendum shall be deemed to be incorporated into this TENDER.
e) To provide prospective Bidders reasonable time for taking the corrigendum into account, authority may, at its discretion, extend the last date for the receipt of Proposals.

6.5. Key Requirements of the Bid

Right to Terminate the Process

a) Authority may terminate the TENDER process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.
b) This TENDER does not constitute an offer by authority. The bidder's participation in this process may result authority selecting the bidder to engage towards execution of the contract.

6.6. TENDER processing Fees

Bidder needs to pay INR 1500/- (Rupees One thousand five hundred only) non-refundable bid fee through DD/RTGS for document processing through http://police.mizoram.gov.in during bid submission.

6.7. Earnest Money Deposit (EMD)

Bidders shall submit an EMD in the form of a demand draft OR Bank guarantee (in the format specified in Annexure VI) issued by a scheduled commercial bank in drawn in favor of '**MCOPS (Mizoram Computerization of Police Service Society) payable at Aizawl (Account Number – 30955089707; State Bank of India; IFSC – SBIN0001539; Branch - Aizawl) payable at Aizawl**, and should be valid for 180 days after the bid submission date.

a) The original copy of the DD/RTGS transaction details should be submitted along with the proposal before the last date and time of the bid submission.

OR

In case in the form of Bank Guarantee (BG) it should be as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank. The original copy of BG should be submitted along with the proposal before the last date and time of the bid submission.

b) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
c) The EMD may be forfeited:
   - If a bidder withdraws its bid during the period of bid validity.
   - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.
   - If a bidder submits a non-compliant tender document which causes delay in the process in completion or which leads to non-completion of of the tender process.
d) The EMD shall be valid for one hundred and eighty (180) days from the date of publication of RFP This shall also apply if the period for bid validity is extended.
e) EMD of all unsuccessful bidders would be refunded by the authority within 60 Days of the bidder being notified as being unsuccessful or after the opening of the financial bid.
f) EMD of successful bidder will be returned after the submission of PBG (10% of contract value) and signing of contract/MSA.

6.8. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this TENDER.

6.9. Preparation and Submission of Proposal

6.9.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by authority to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.9.2. Submission of Bids

(i) The proposal should be submitted to the address as given in the fact Sheet.
(ii) Proposals must be direct, concise, and complete. State will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
(iii) Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format or if the envelopes are not sealed properly, the tender will be liable for rejection.
(iv) No bid can be modified subsequent to the deadline for submission.
(v) The technical proposal should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.

6.9.3. Mode of submission

(i) The bid shall comprise of one single outer Envelope containing all the other envelopes as mentioned below.
(ii) Submission of the bids/ proposal shall be in accordance with the instructions given in the Table below:

Envelope 1: Bid Security & Response to Prequalification requirements	• The envelope containing the Bid Security and the response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed (if any) in this RFP. • The envelope shall be sealed and super scribed **"Bid Security & Pre- Qualification Requirements – CCTNS"** on the top right-hand. • A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be included in this envelope. • **This envelope *should not* contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.** • The pre-qualification proposal should be submitted with two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the proposal. The words **"Response to Pre-Qualification Requirements – CCTNS"** shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed. • In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation.
Envelope 2: Technical Proposal	• The Technical Proposal shall be prepared in accordance with the requirements specified and formats prescribed in this RFP. The envelope shall be sealed and super scribed **"*Technical Proposal – CCTNS*"** on the top right-hand corner and addressed to state at the address specified in this RFP. • **This envelope *should not* contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.** • The technical proposal should be submitted with *two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs)* with all the contents of the technical proposal. The words **"*Technical Proposal – CCTNS – Mizoram*"** shall be written in indelible ink on the CD. • The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed. • In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation.
Envelope 3: Commercial Proposal	• The Commercial Proposal will be submitted only in the printed format and the bidder is expected to submit only one copy of the Commercial Proposal as per the forms in this RFP. • All the pages in the commercial response should be on the letterhead of the Bidder with a seal and signature of the authorized signatory of the Bidder. The hard copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. • The envelope should also be super scribed **"Commercial Proposal – CCTNS - Mizoram". (Not to be opened with the Technical Proposal) at the top right- hand corner.**
Envelope 4:	All the above 3 envelopes along with the cover letter, should be put in envelope 4 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project **("CCTNS: *Response to the RFP for Selection of Network Service Provider for CCTNS Mizoram*")**.
Note:	The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.

(iii) The Bid Security & Response to Prequalification requirements (Envelope 1) should contain the following:

- Proposal Covering Letter (Annexure – IV)
- Compliance Sheet A & B
- Power of Attorney (Annexure-V)
- Tender Document Fee
- EMD in the form of DD/Bank Guarantee (Annexure VI) /RTGS Transaction details
- Pre-Contract Integrity Pact (Annexure – IX)
- Valid VAT/CST/GST Registration Certificate copy of bidder.
- Declaration for Not Blacklisted (Annexure-VII)
- Particulars of the Bidder (Annexure-VIII)
- Any other terms and conditions from bidder (Please, note that the terms may or may not be acceptable to Mizoram Police).
- All other supporting document as per prequalification/eligibility criteria mentioned in this RFP.

(iv) The Technical Proposal (Envelope 2) should contain the following:

- Proposal Covering Letter (Annexure – IV)
- Original tender documents with all pages duly signed and stamped.
- Summary and Compliance Sheet B (Annexure – II)
- All other supporting documents as per technical evaluation & scoring matrix as mentioned in this RFP.
- Any other documents from bidder.

(v) The commercial proposal (Envelope 3) should contain

- Proposal Covering Letter (Annexure – IV)
- Price bid in the format as specified in the Annexure III in the RFP.

6.10. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

6.11. Evaluation process

a) Authority will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
b) The Proposal Evaluation Committee constituted by the authority shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
c) The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
e) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

f) Each of the responses shall be evaluated as per the criterions and requirements specified in his TENDER.

6.12. Tender Opening

The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend on the date and time specified in the fact sheet.

6.13. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of bid submission of Tender.

6.14. Tender Evaluation

6.14.1. Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If Proposals;

a) Are not submitted as specified in the TENDER document.
b) Received without the Letter of Authorization (Power of Attorney).
c) Are found with suppression of details
d) With incomplete information, subjective, conditional offers and partial offers submitted
e) Submitted without the documents requested in the checklist
f) Have non-compliance of any of the clauses stipulated in the TENDER
g) With lesser validity period.

6.14.2. All responsive Bids will be considered for further processing as below.

a) Tender evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.
b) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
c) The authority may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
d) Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.
e) Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.

7. INSTRUCTIONS TO BIDDERS

7.1. Bid Price

a) All prices should be in Indian National Rupee (INR).
b) All quoted prices should be **exclusive of all taxes and duties** prevailing on the date of proposal submission.
c) Since the price proposal is in INR, Mizoram Police shall not consider any upward variation/ fluctuation on account of any foreign exchange at any time during the currency of the contract.
d) Prices should be valid for the entire contract period duration from date of submission of the Bid.
e) Other than the price submitted, the bidder is expected to account for any other deliverable to make the implementation successful and will be considered for commercial evaluation.
f) The price bid should be submitted in the format as specified in the Annexure III in the RFP.
g) The price should be proposed separately for each connectivity type for Annual OPEX cost exclusive of taxes.
h) The price proposal should include the OPEX cost for annual rental for a period of 3 years with year wise breakup. No capex or separate bandwidth charges will be quoted separately.
i) Deviations from the specifications should be clearly brought out in the bid under technical compliance.
j) The asset created/ provided by the bidder will be the property of the bidder during the contract period and the operation and maintenance cost for OEM support or any such requirement has to be borne by the bidder to maintain the SLA.

7.2. Consortium

a) Consortium of companies - In case Bidders are bidding as a Consortium.
b) As a part of Technical Proposal submitted by Consortium, the Consortium shall provide an agreement between the Consortium Members clearly stating the roles and responsibilities of Consortium Member. Clarity amongst roles and responsibilities of consortium members will be part of evaluation of technical proposal. Lack of clarity in roles and responsibilities in technical proposal may render the bid as non- responsive and may lead to disqualification of bid.
c) The Consortium Members must identify a Lead Bidder among the Consortium Members who will be liable for the entire scope of work under this RFP and risks involved thereof (the liability will be for the entire value of the Contract).
d) The non-Lead Bidder Consortium Member will be liable for the scope of work for which they are responsible for along with the Lead Bidder i.e. liability will be limited to the value of the specific scope of work; while the Lead bidder will carry the liability for the entire scope of work and risks involved thereof).
e) All consortium members must be part of the contractual arrangement between themselves before submitting the bid. Executed Consortium agreement needs to be enclosed with technical proposal.
f) None of the members of the Consortium should be a blacklisted entity by any Government Agency.
g) Any change in the consortium member at a later date should not be allowed for cases where the consortium has benefited from the non-lead bidders credentials/ experience.

7.3. Technical Evaluation Criteria & Score Matrix

SL No	Evaluation Criteria	Scoring Criteria	Maximum marks allocated
1.	The Bidder should have a registered average turnover of Rs. 6.00 Crores for the last three financial years, (FY 2016-2017, FY 2017-18 & FY 2018-19), (not inclusive of the turnover of associate companies) as per the audited accounts. - Copy of audited balance sheet for last three Financial Years.	1) Greater than or equal to 6 Cr but less than or equal to 10 Cr = 8 Marks 2) Greater than 10 Cr = 10 marks	10
2.	The lead bidder / or consortium partner should have been in MPLS VPN business during the last five financial years and shall have independently executed similar Data connectivity to govt/PSU clients using OFC/RF.	(Only for OFC/RF) 1) Up to 3 projects = 15 Marks 2) 4 Projects or more = 20 Marks	20
3.	The lead bidder / or consortium should have experience of One order for MPLS – VPN (OFC/RF) of summing up value at least Rs.50 lakhs in any PSU/Govt./Public Sector Banks, during the last Three financial years (FY 2016-2017, FY 2017-2018 & FY 2018-2019)	Order with value: 1) Greater than or equal to 50 lakhs and less than or equal to 1 Cr = 8 Marks 2) Greater than 3 Cr = 10 Marks	10
4.	Bidder should have at least 50 POP (own infrastructure) with necessary network equipment) across Mizoram operational as on date. In case the bidder does not have its own POP, the same may be leveraged from the other service providers operating in Mizoram. The bidder to provide MoU/ authorization letter from the TSPs/Network Service Provider for the same.	Having POP, 50 – 70 = 5 Marks >70 = 10 Marks	10
5.	Proposed Connectivity criteria as per Scope of work for end user locations (format given in Annexure 2)	MPLS connectivity at end user locations: 1) If connectivity proposed with RF/OFC> 85 % and <=90% , 30 Marks 2) If connectivity proposed with RF/OFC >90% and <=100%, 50 Marks	50
Total Marks		**Minimum to qualify = 80 Marks**	**100**

7.4. Selection Criteria

a) Bidders who meet the pre-qualifications/ eligibility requirements would be considered as qualified to move to the next stage of evaluation, i.e. Technical evaluation. The Bidder should provide proof for PoP Feasible locations as per Annexure–II.
b) The bidder has to propose 85% of the total 58 PS & HO locations of the PRIORITY 1 (Annexure-II) and has to score minimum 80 marks out of 100 to qualify the technical proposal evaluation.
c) The bidders who qualify the technical proposal evaluation will be eligible for Financial Bid opening and further evaluation for selection on LCS (L1) basis.
d) Authority may award the remaining 15% or the locations which are not feasible with L1 to the L2/L3 bidder, provided the L2/L3 agrees to provide the connectivity with the price quoted by the L1.
e) In case, the price of the PRIORITY 2 locaions of the L1 bidder is not the least cost in comparison to the L2/L3 price, then the L1 bidder has to accept the least cost submitted by the L2/L3 bidder on mutual agreement.

f) The L1 bid will be calculated as follows:
   i) The bidder to qualify technically, by scoring minimum 80 marks.
   ii) The L1 will be determined on the basis of the price submitted in the Financial Form 1 (Summary of the MPLS cost).
   iii) In case if a bidder is feasible more than 85% and another bidder is feasible with only 85% of the PRIORITY 1 list, then the unit price for each type of connectivity (RF/OFC) will be compared. The least unit cost for each type of the connectivity RF/OFC will be determined as L1. The least cost with higher no. of feasible locations will be given preference.
   iv) In case, if a bidder has proposed only RF or OFC and another bidder has proposed both RF & OFC, then irrespective of the no. of RF or OFC, the least price submitted in the Financial Form 1 (Summary of the MPLS cost) will be determined as L1.
   v) In case of discrepancies or price difference in the Finanical Form 1 with that of other forms 2/3, the least unit cost of the respective (RF/OFC/) type of connectivity in other forms will be considered.

7.5. Awarding criteria for work order

a) Suppression of facts and misleading information

i) During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice, authority shall have the right to reject the Bid and if after selection, Authority would terminate the work order as the case may be, will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, shall be forfeited.
ii) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, authority shall have the right to seek the correct facts and figures or reject such Bids.
iii) It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, authority may not consider such documents.
iv) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

b) Tech-Commercial Bid Evaluation

The Bidders who have qualified with the Eligibility Criteria will be eligible for further opening of the technical and opening of the price bid.

c) Price Bid Evaluation

i) Bidders who are qualified in Tech- Commercial Bid only will be called for Price Bid opening. The Price Bids will be opened in the presence of the Bidders at the place mentioned in the Fact Sheet. The Bidders or their authorized representatives will be allowed to take part in the Price Bid opening.

ii) The Price evaluation will include all Duties and Taxes as given below.

   a. In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.
   b. In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
   c. Price evaluation will be Inclusive of all Taxes and Delivery charge up to respective location of Mizoram,

iii) The lowest cost Quoted for MPLS link (OFC/RF) for all the locations with OPEX model for a period of 3 years will be considered as L1 bidders.

iv) Bidders who provide details for additional sites with MPLS connectivity in the Price Discovery Sheet may be considered for same by the client.

v) Authority will not be responsible for any erroneous calculation of tax. All differences arising out as above shall be fully borne by the Empanel Bidder.

vi) Authority may negotiate with the Lowest Cost offered Bidder (L1) for further reduction of the price and with L2/L3 in case of feasibility of sites as required.

8. GENERAL TERMS AND CONDITIONS OF THE BID

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. **THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS**, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
2. **THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and authority in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
3. **PROFESSIONAL EXCELLENCE AND ETHICS**. Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
4. **CURRENCY OF FINANCIAL PROPOSAL** shall be made in Indian Rupees (INR) only.
5. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute enough grounds for the annulment of the award, in which event authority may make the award to the next lowest evaluated bidder or call for new bids.
6. **AMENDMENT/CANCELLATION:** The Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.
7. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**: The Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
8. **THE AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons.
9. **CONDITIONAL BIDS**: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Authority.
10. **PERIOD OF VALIDITY.** Bids shall remain valid for 180 days after last date for bid submission prescribed by authority which may be extended with mutual consent. A bid valid for a shorter period may be rejected by authority as non-responsive.
11. **LATE BIDS:** Any bid received by authority after the deadline for submission of bids will be rejected and will not to be considered.
12. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, authority will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and Authority will release the work order for the same.

13. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Mizoram State Government Rules.
14. **ACCEPTANCE TESTING & DATE OF COMMISSIONING**:
    a) The equipment/Services will be tested jointly by authority or its nominated agency & the successful bidder.
    b) The criteria for attesting will be Ping test and bandwidth testing (such as operationality of CCTNS application) from end user location to Data Centre.
    c) The ping test can also be done from the Hub/ DC to the end locations however, in the cases where the testing is unable to carried out from the HUB to the end locations the bidder has to visit the site location.
    d) The selected bidder to co-ordinate and to ensure the Acceptance Testing is done within 15 days from the date of site commissioning.
    e) The link will be considered as commissioned post the completion of acceptance testing and release of sign off/ Letter of Commissioning from the authority.
    f) The date of commissioning will be the date of the sign off document or may be decided on mutual agreement in the interest of the project.
    g) The commissioning of all the locations will be done in lots of 25% of total locations or as per the work order as applicable. Once a set of 25% locations is declared live by the selected bidder, the Tenderer will carry out testing and certify its commissioning in a maximum of 15 Days from the date of intimation.
15. **PROPRIETARY RIGHTS:** The supplier shall indemnify the Purchase against all third-party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.
16. **DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:**
    a) Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the work order for default.
    b) If such delay is due to reasons out of the Service provider's reasonable control or reasons attributable to the Customer, the Services Provider should not be held liable.
17. **PROFORMA OF BANK GUARANTEE (PBG)**:
    a) On receipt of a Letter of Intent ("LoI") from Mizoram Police, the successful Bidder will furnish a performance bank guarantee (PBG), by way of performance security, equivalent to 10% of the total project cost defined in this RFP/LOI on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoI, unless specified to the contrary.
    b) The Performance Bank Guarantee shall be valid for Three years (3 years) with effect from releasing of the Work Order from Authority.
    c) The Performance Bank Guarantee (PBG) as per ANNEXURE-I has to be submitted prior to releasing of Work Order. All charges whatsoever such as premium; commission etc. with respect to the Performance bank guarantee shall be borne by the selected Bidder.
    d) The PBG will be released after the three years three months (3 years & 3 months) of the work order subjected to successful completion of scope of work mentioned in the RFP.
    e) In case the selected bidder finds difficulties in submitting the PBG for the entire duration of the contract, and willing to submit a PBG annually to be renewed every year till the end of the contract date, the same may be requested and considered post selection of

the bidder by the client in compliance with Government guidelines. The tendering authority may consider these requests on a case by case/ merit basis.

18. **TERMINATION FOR DEFAULT**: Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part.
    a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
    b) If the supplier fails to perform any other obligation (s) under the contract; or
    c) If the supplier, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the authority may authorize in writing) after receipt of the default notice from authority. In the event authority terminate the contract.
19. **FORCE MAJEURE**
    a) Notwithstanding the provisions of clauses 18, 19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.
    b) For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.
    c) If a force majeure situation arises, the supplier shall promptly notify to authority in writing of such condition and the cause thereof. Unless otherwise directed by authority in writing, the supplier shall continue to perform its obligation under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
    d) If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, authority shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days' notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
20. **APPLICABLE LAW:** The work order shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the contract. The contract shall deem to have made at the place in India from where the contract has been issued.
21. **NOTICES**: Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram or Telefax and confirmed in writing to
    O/O DIG (CID) & Nodal Officer CCTNS,
    CID Complex Bungkawn Aizawl, Mizoram,
    Email ID: cctns_mz@ncrb.nic.in
    A notice shall be effective when delivered or on the notice's effective date whichever is later.
22. **TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location in the state of Mizoram. Any upward/downward revision of taxes shall be applicable at the time of invoicing. However, to arrive at the bid value

of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.

23. **DEFENCE OF SUITS:** If any action in court is brought against the authority/ Consignee for failure or neglect on the part of the bidder to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep authority harmless from all costs, damages, expenses or decrees arising out of such action**.**
24. **WARRANTY:** The Product quoted should be covered for Three-year comprehensive onsite warranty from date of final delivery/services and acceptance by authority / authority nominated testing agency.
25. **INSURANCE:** The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the work order should be covered for comprehensive Insurance by the Successful Bidder till delivery and acceptance by the authorized person.
26. **PAYMENT TERMS :**
    a) All payments will be made in INR only.
    b) Before the commissioning of the sites, no advance will be paid, or no letter of credit will be issued. The payment shall be done only after issuance of Letter of Commissioning/ sign off of the links of a slab of minimum 25% links mentioned in the work order issued on pro-rata basis.
    c) For clarification of doubt, the billing will begin post declaration of site commissioning of the links and will be made in 4 (four) equal installments or group of 25% locations of the work order on a pro-rata basis.
    d) However, if any site is not ready due to client related dependencies / issue, the same will be excluded from payment, while releasing the left-over payment to the service provider.
    e) Post go-live or site commissioning the payment for operation and maintenance phase will be released in advance of each quarter. However, the vendor has to submit SLA report to the client within 7 days of the of the completion of the quarter. The PBG submitted by the bidder should be valid at the time of the releasing of the quarterly payment.
    f) Payment shall be release after audit of invoices. Payment shall be made within 30-45 days of the submission of invoices.
    g) The calculation of uptime/ downtime of the quarter in compliance to SLA/contract parameters will be carried out. In case SLA performance penalty (if any) is liable will be adjusted from the next quarterly payment. The last quarter payment of the contract will be released after completion of the quarter after the assessment of SLA performance of the quarter. The SLA may be reviewed post the selection of the bidder as per the field level experience on mutual understanding.
    h) Any upward revision in the prices are not allowed except for Taxes and Duties which will be as per prevalent rates at the time of invoicing.
    i) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
    j) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all the Statutes/Laws/Acts etc. now or hereafter imposed.

27. SERVICE-LEVEL AGREEMENT AND PENALTY FOR MPLS LINKS

27.1 Calculation of Uptime

'Uptime' refers to the availability of bandwidth across various segments. Uptime for each link shall be calculated based on the formula:

$$\text{Uptime (In percentage)} = \frac{100 \times [\{\text{Total Available time per Quarter}\} - \text{Downtime of a Link}]}{[\text{Total Available time per Quarter}]}$$

Note:

a. Total Available time per month = (24 hrs. * N days) – SLA Exclusion Time
b. N = Number of calendar days in a Quarter
c. Downtime of a link = Downtime of a particular link according to the Tier level
d. SLA Exclusion Time – Scheduled downtime and Force Majeure Conditions as specified in this document
e. The uptime and downtime calculations will be measured for time between 08.00 Hrs. to 20.00 Hrs.
f. SLA Parameters:

	Police Stations/Higher Offices
Availability	90%
Latency	<100 ms
Jitter	<20 ms
Packet Loss	<1%
Service window (for fault booking)	Should support fault logging
Response Time	30 min
MTTR	4-6 Hrs.
SLA	Quarterly

27.2 PENALTY

SL No	Service Parameters	Penalty for service Degradation
1	Uptime	Police Stations & Higher Offices
		• No Penalty: If the uptime in a quarter is 90% or more • If the uptime is less than 90% and up to 80% then for every 0.5% drop in the uptime percentage, a penalty of 1% of the quarterly bandwidth charges shall be levied. • Between 70-80% in a quarter: 50% penalty of the quarterly bandwidth charges shall be levied. • Below 70%: No charges for the quarter will be paid.

SL No	Service Parameters	Penalty for service Degradation
2	Bandwidth/Through put	For every 10 hrs.in excess of 22 hrs.in a quarter a penalty of 1% of circuit per quarter shall be deducted.
3	Latency, Packet loss and Jitter	If Bandwidth Provider fails to meet the SLA parameters for Latency/Packet loss/Jitter for continuous period of 30 minutes, then penalty will be levied for duration equivalent to 5 times the period.
4	Delay in Link Commissioning	(A) Bidder will be eligible for payment only after commissioning of minimum links as per delivery schedule mentioned in the RFP and Quarterly payment will be start. (B) If commissioning of link is delayed beyond the delivery schedule, then a penalty of 0.5% of total order value **(1 Year)** will be levied for per week delay and is limited to maximum 10% of order value.

Note: The penalty will be calculated on quarterly basis.

28. DELIVERY SCHEDULE

SL No	Component	Timelines in Days (LOI=T)
1	Commissioning of all Locations	i. PRIORITY 1: T+90 days ii. PRIORITY 2: T+120 days
2	Go-Live and declaration of Operation & Maintenance Phase for all locations	T+120 days

Note:

a) The delivery schedule may be done on site wise in coordination with Mizoram Police and the bidder.
b) The bidder has to commission the connectivity as per the priority of the locations as given in the Annexure II of this RFP.
c) Timeline for commissioning of all locations / Feasible locations = T + 120 days from the date of LOI/Work Order issuance.
d) Post completion of 120 days the bidder needs to justify the delay and seek extension from the Tenderer/project authority for a maximum period of 30 days. Post that period the penalty will be levied as per SLA.

29. AWARD OF CONTRACT

a) The calculation for L1 will be done on basis of financial bid and as per selection criteria
b) Placing of Work Order to L1 Bidder : After calculation of Total Overall L1 Cost, authority may release the work order to L1 Bidder for its feasible locations proposed by the Bidder in the Bid.
c) The bidder and its consortium partner may provide the connectivity as per the Scope of work. The lead bidder will be responsible for Helpdesk support / escalation / quality of services of its partner. However, the multi-party agreement will be allowed in compliance with License policy of TSP/ISPs as per GOI regulations.

d) The period of empanelment would be for a period of 3 years and may be extended annually for maximum of two years at sole discretion of authority.
e) Authority reserves the right to increase or decrease the number of links at the time of the agreement or during the contract period limited to 20% – 25% of the total sites.
f) Authority may increase the bandwidth requirements at the end locations during the contract period as per requirements.
g) If any site is not feasible currently for providing MPLS connectivity, then whenever feasibility report will be submitted by L1 bidder during the contract period authority may release the work order to respective bidder.
h) Authority reserves right to cancel the work order partially or fully in case of any deviations/false information as mentioned in the Compliance Sheet by respective Bidder.
i) The bidder will support shifting of link to new locations at least 5% sites during the contract period without any additional cost. More than 5% site shifting will be reimbursed @ 10% of annual rental cost of the link (RF/OFC MPLS link) and should be billed along with the quarterly payment.
j) **Safe Custody:** Due to unavoidable reason, in case the site planned is not operational in time, the link will be kept under **safe custody**. No billing will be initiated for that link. However best effort will be made to make the site operational. In case the site is not operational by 06 months, bidder may de-commission the link. This may be limited to a maximum of 5% of the contracted locations.

9. COMPLIANCE SHEET- A

Compliance Sheet for Pre qualifications (The Bid Security & Response to Prequalification requirements (Envelope 1) (as mentioned in the mode of submission) should comprise of the following requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of Bid Security & Response to Prequalification requirements (Envelope 1))

SL No	Description	Documents to be submitted	Compliance (Yes / No)	Reference & Page Number
1.	The bidder should be a Registered Company in India under the Companies Act, 1956 or subsequent act of GOI as applicable. In case of consortium partnership both lead bidder and partner firm should have valid registration as per the above clause.	Certificate of Incorporation		
2.	Power of Attorney for authorized signatory of the bid document	Power of Attorney certificate for authorized signatory		
3.	Non-refundable Tender fee in the form of DD/ RTGS	Tender fees in the form of DD drawn in favor of MCOPS (Mizoram Computerization of Police Service Society) (Account Number: 30955089707; IFSC: SBIN0001539; MICR Code: 796002002; Branch- Aizawl) payable at Aizawl. If paid through RTGS details of the RTGS transaction should be included.		
4.	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD). The EMD should be in the form of DD/Bank Guarantee (As per format prescribed in this RFP) issued by a Nationalized / Scheduled Bank in favor of authority. **Note: The EMD which was made for the RFP No. CRM/SCRB/CCTNS/CONN/1/18 Dated: 25th March 2020 will also be accepted. However,**	EMD may be submitted in favour of MCOPS (Mizoram Computerization of Police Service Society) (Account Number: 30955089707; IFSC: SBIN0001539; MICR Code: 796002002; Branch- Aizawl) payable at Aizawl. 1) Original copy of the DD should be		

SL No	Description	Documents to be submitted	Compliance (Yes / No)	Reference & Page Number
	the bidder has to submit an undertaking for the extension of the validity for a period of 180 days after the bid submission date.	submitted. If paid through RTGS details of the RTGS transaction should be included. OR EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank. Original copy of BG should be submitted		
5.	The Bidder / or its consortium partner should be a MPLS-VPN service provider and having valid NLD (National Long Distance) and UASL (Unified Access Service License) or Unified license for providing the required service on own name for operations in India. In case the bidder / or the consortium partner is not having license of its own to operate in Mizoram the bidder may have to submit the MoU/ Authorization letter from Licensed telecom service provider for the connectivity & bandwidth to be proposed.	Copy of NLD and UASL license for Mizoram Region. Or MoU / Authorization letter from TSPs to the bidder to provide backend connectivity and bandwidth covering the period of service proposed on RFP along with the required Licenses.		
6.	The Bidder should have a registered average turnover of Rs. 6.00 Crores for the last three financial years, (FY 2016-2017, FY 2017-18 & FY 2018-19), (not inclusive of the turnover of associate companies) as per the audited accounts.	Copy of audited balance sheet for last three Financial Years.		
7.	The bidder / or its consortium partner should have been in MPLS VPN business during the	The Bidder should submit copy of work order /Contract copy		

SL No	Description	Documents to be submitted	Compliance (Yes / No)	Reference & Page Number
	last five years from the date of tender and shall have independently executed similar Data connectivity to Govt/PSU / larger private banking & finance sectors clients in India.			
8.	The lead Bidder should have a positive net worth.	Copy of audited financial statements.		
9.	Bidder / or its consortium partner / TSPs partners should have at least 50 POP in Mizoram with necessary network equipment across Mizoram operational as on date.	Self-Declaration along with Address of PoPs on Company Letter Head duly signed by Authorized Signatory. Or MoU/Authorization letter from the consortium partner / TSPs/Network Service Provider authorizing the bidder to use the POPs for subject project for the proposed duration.		
10.	The bidder should have valid Service Tax Registration Certificate, PAN & GST Registration	Certificate Copy to be submitted		
11.	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.	A Self Declaration regarding Bidder Company not being bankrupt shall be submitted.		

ANNEXURE I – DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank)

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to Supply, Installation and Commissioning of OFC/RF/Lease Line MPLS Links/4G for Police Stations and Higher Offices for CCTNS Project for a period of 3 (three) years for <Nodal Agency> (hereinafter called “the beneficiary”)

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

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the 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 Rs.<Insert Value> (Rupees <Insert Value in Words> only) 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 Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I) Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
II) This bank guarantee shall be valid up to <Insert Expiry Date>)
III) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

ANNEXURE II – COMPLIANCE SHEET-B

Bidder must provide concurrence on feasibility of minimum 2-10 Mbps MPLS link. Additionally, each bidder must provide Total Aggregated Bandwidth of Police Stations and Higher Offices Feasible and Quoted by the Bidder at Data Centre). To be submitted with Envelope-2 Technical Proposal. Additionally, each bidder must provide Total Aggregated Bandwidth of Police Stations, Higher Offices and Quoted by the Bidder at State Data Centre). The total list of locations is categorized as priority 1 & priority 2 as below:

PRIORITY 1: List of locations (Mandatory)

PS= Police Station; HO=Higher Offices

SL. No.	District	Site Name	Category of site	Latitude	Longitude	MPLS Link feasibility (Yes/No)	Type of Connectivity (OFC/RF)	4G feasibility	PoP Address of Bidder	Documentary Proof Attached
1	Aizawl	Data Centre, Treasury Square, Aizawl	Data Centre	23.7247326	92.7191453					
2	Aizawl	Aizawl Police Station,	PS	23.7332556	92.7165453					
3	Aizawl	Bawngkawn Police Station	PS	23.753316	92.7282025					
4	Aizawl	Darlawn Police Station	PS	24.005975	92.924746					
5	Aizawl	Kulikawn Police Station	PS	23.711503	92.71965					
6	Aizawl	Sairang Police Station	PS	23.8121354	92.6539613					
7	Aizawl	Sakawrdai Police Station	PS	24.229879	92.9545543					
8	Aizawl	Sialsuk Police Station	PS	24.229879	92.9545543					
9	Aizawl	Special Narcotic Police Station	PS	23.7330647	92.7165614					
10	Aizawl	Vaivakawn Police Station	PS	23.7381089	92.711083					
11	Aizawl	Women Police Station	PS	23.7332556	92.7165453					
12	Aizawl	Cyber Crime Police Station	PS	23.720327	92.714369					
13	Champhai	Champhai Police Station	PS	23.456571	93.328193					
14	Champhai	Zokhawthar Police Station	PS	23.3652	93.3855					
15	Champhai	Dungtlang Police Station	PS	23.1926512	93.2495627					
16	Hnahthial	Thingsai Police Station	PS	22.9705461	92.9268372					
17	Hnahthial	Hnahthial Police Station	PS	22.929478	93.09555					
18	Khawzawl	Khawzawl Police Station	PS	23.501105	93.196615					
19	Kolasib	Bairabi Police Station	PS	24.192962	92.538886					
20	Kolasib	Kawnpui Police Station	PS	24.038554	92.67331					
21	Kolasib	Kolasib Police Station	PS	24.2339582	92.6748973					
22	Kolasib	Vairengte Police Station	PS	24.5055423	92.766881					
23	Lawngtlai	Borapansury Police Station	PS	22.709874	92.520241					
24	Lawngtlai	Chawngte Police Station	PS	22.6172296	92.6373518					
25	Lawngtlai	Lawngtlai Police Station	PS	22.5324406	92.896078					

SL. No.	District	Site Name	Category of site	Latitude	Longitude	MPLS Link feasibility (Yes/No)	Type of Connectivity (OFC/RF)	4G feasibility	PoP Address of Bidder	Documentary Proof Attached
26	Lawngtlai	Sangau Police Station	PS	22.736056	93.047182					
27	Lawngtlai	Vasei Police Station	PS	22.360301	92.637147					
28	Lunglei	Bunghmun Police Station	PS	23.183395	92.487831					
29	Lunglei	Lunglei Police Station	PS	22.89104271	92.74372					
30	Lunglei	Lungsen Police Station	PS	22.863928	92.59304					
31	Lunglei	Tlabung Police Station	PS	22.9073785	92.4672353					
32	Mamit	Kanhmun Police Station	PS	24.2350203	92.2985143					
33	Mamit	Kawrthah Police Station	PS	24.008079	92.376575					
34	Mamit	Mamit Police Station	PS	23.917325	92.492678					
35	Mamit	Marpara Police Station	PS	23.2665539	92.4135844					
36	Mamit	W. Phaileng Police Station	PS	23.7096613	92.4840323					
37	Saiha	Phura Police Station	PS	22.2351813	92.9077935					
38	Saiha	Saiha Police Station	PS	22.4880244	92.9813397					
39	Saiha	Tuipang Police Station	PS	22.319763	93.0224419					
40	Saitual	Saitual Police Station	PS	23.677455	92.962569					
41	Saitual	Ngopa Police Station	PS	23.884606	93.210199					
42	Serchhip	North Vanlaiphai Police Station	PS	23.124741	93.06717					
43	Serchhip	Serchhip Police Station	PS	23.324543	92.8549165					
44	Serchhip	Thenzawl Police Station	PS	23.2797949	92.7741035					
45	Aizawl	SP Aizawl	HO	23.7251	92.7183					
46	Champhai	SP Champhai	HO	23.4784	93.32589					
47	Hnahthial	SP Hnahthial	HO	22.970679	92.92688					
48	Khawzawl	SP Khawzawl	HO	23.5175	93.1893					
49	Kolasib	SP Kolasib	HO	24.209242	92.684157					
50	Lawngtlai	SP Lawngtlai	HO	22.53903	92.898395					
51	Lunglei	SP Lunglei	HO	22.91189	92.75539					
52	Mamit	SP Mamit	HO	23.9284	92.4905					
53	Saiha	SP Saiha	HO	22.487682	92.980759					
54	Saitual	SP Saitual	HO	23.6637	92.9675					
55	Serchhip	SP Serchhip	HO	23.32542	92.856133					
56	Aizawl	Fingerprint Bureau	HO	23.7251	92.7183					
57	Aizawl	Forensic Science Lab	HO	23.7251	92.7183					
58	Aizawl	Prosecution Bureau, Aizawl	HO	23.72437	92.71865					
59	Serchhip	PTS, Thenzawl State Training Center	HO	23.28678	92.746473					

PRIORITY 2 list of locations for price discovery (Mandatory)

SL. No.	District	Site Name	Category of site	Latitude	Longitude	MPLS Link feasibility (Yes/No)	Type of Connectivity (OFC/RF/VSAT)	4G feasibility	PoP Address of Bidder	Documentary Proof Attached
1	Aizawl	SDPO Aizawl North	Higher Offices	23.72437	92.71865					
2	Aizawl	SDPO Aizawl South	Higher Offices	23.23243	87.06568					
3	Aizawl	Northern Range, Aizawl Range offices	Higher Offices	23.7251	92.7183					
4	Aizawl	Aizawl Training Centre	Higher Offices	23.7251	92.7183					
5	Aizawl	SDPO Sakawrdai	Higher Offices	24.222042	92.953632					
6	Aizawl	Police Headquarters , Khatla, Aizawl PHQ	Higher Offices	23.7203	92.7151					
7	Aizawl	DIG CID/SP CID Crime, SCRB CID Complex, Bungkawn	Higher Offices	23.7203	92.7151					
8	Champhai	SDPO Champhai	Higher Offices	23.4784	93.32589					
9	Champhai	Champhai Training Centre	Higher Offices	23.4784	93.32589					
10	Champhai	Champhai Police Control Room	Higher Offices	23.4784	93.32589					
11	Hnahthial	SDPO Hnahthial	Higher Offices	22.973124	92.9253082					
12	Hnahthial	Hnahthial Police Control Room	Higher Offices	22.970679	92.92688					
13	Khawzawl	Khawzawl Police Control Room	Higher Offices	23.5175	93.1893					
14	Khawzawl	SDPO Khawzawl	Higher Offices	23.5175	93.1893					
15	Kolasib	SDPO Vairengte	Higher Offices	24.491647	92.759373					
16	Kolasib	SDPO Kolasib	Higher Offices	24.209242	92.684157					
17	Kolasib	Kolasib Training Centre District Training Center	Higher Offices	24.209242	92.684157					
18	Kolasib	Kolasib Police Control Room	Higher Offices	24.209242	92.684157					
19	Lawngtlai	Lawngtlai Police Control Room	Higher Offices	22.5390933	92.8983018					
20	Lawngtlai	SDPO Lawngtlai	Higher Offices	22.5390933	92.8983018					
21	Lawngtlai	SDPO Chawngte	Higher Offices	22.617098	92.637191					
22	Lawngtlai	Lawngtlai Training Centre District Training Center	Higher Offices	22.5390933	92.8983018					
23	Lunglei	SDPO Tlabung	Higher Offices	22.9076	92.4796					
24	Lunglei	SDPO Lunglei	Higher Offices	22.91189	92.75539					
25	Lunglei	Lunglei Training Centre District Training Center	Higher Offices	22.91189	92.75539					
26	Lunglei	Lunglei Police Control Room	Higher Offices	22.91189	92.75539					
27	Lunglei	Southern Range,Lunglei Range offices	Higher Offices	22.91189	92.75539					
28	Mamit	SDPO Kawrthah	Higher Offices	23.9993	92.3752					
29	Mamit	SDPO Mamit	Higher Offices	23.9284	92.4905					
30	Mamit	SDPO W. Phaileng	Higher Offices	23.710068	92.4775225					

31	Mamit	Mamit Training Centre District Training Center	Higher Offices	23.9284	92.4905					
32	Mamit	Mamit Police Control Room	Higher Offices	23.9284	92.4905					
33	Saiha	Saiha Training Centre District Training Center	Higher Offices	22.487682	92.980759					
34	Saiha	Saiha Police Control Room	Higher Offices	22.487682	92.980759					
35	Saitual	SDPO Saitual	Higher Offices	23.679196	92.962626					
36	Serchhip	SDPO Serchhip	Higher Offices	23.325104	92.856077					
37	Serchhip	Serchhip Training Centre	Higher Offices	23.32542	92.856133					
38	Serchhip	Serchhip Police Control Room	Higher Offices	23.32542	92.856133					

Summary of Connectivity

Type of MPLS Connectivity	*No of Locations feasible	Percentage (%)	Remarks (if any)
Backhaul for data centre (OFC only)	1		
OFC			
RF			
4G Dongle			
VSAT			

*The backhaul connectivity for data Centre will be considered to be only OFC based MPLS.

Important Note for Submission of Proof:

1. Lease agreement shall be submitted along with the electricity bill.
2. If Electricity Bill is not in the name of the bidder then copy of Rent/Lease agreement shall be submitted.
3. If a Bidder submits Rent/Lease Agreement as a proof of PoP presence, then a copy of Electricity Bill not older than 3 months shall also be submitted.
4. Bidders' nearest PoP should be within radius of 25 km from location where connectivity has to be provisioned.
5. Documentary Proof that can be provided as proof of nearest PoP are Municipal Corporation Registration / Approval, EMR Certificate, SACFA License, Rent/Lease Agreement and Electricity Bill (at least two months old). The bidders may also provide a self-attested undertaking for the same, duly signed by their respective competent authority.

ANNEXURE III – FINANCIAL PROPOSAL FORMAT

The Financial proposal needs to be summitted in the format specified as in the following.

Financial Form 1: Summary of MPLS cost :

Type of connectivity	Total No of locations	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Cost for 3 years (excl. of Tax)	GST (as applicable)	Total cost for 3 years (incl. of GST)
2 Mbps MPLS consolidated (RF/OFC)							
10 Mbps MPLS Link Backhaul	1						

Financial Form 2: Connectivity for the PS & HO

Category	Type of Connectivity (RF/OFC)	Unit OPEX Cost per annum	Total number of Feasible locations	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Cost for 3 years (Exclusive of GST)	GST (as applicable)	Total Cost including GST for 3 years
2 Mbps MPLS	RF								
2 Mbps MPLS	OFC								

Financial Form 3: Backhaul for Data Center

Category	Type of Connectivity	Unit OPEX Cost per annum	Cost for 3 years (exclusive of GST)	GST (as applicable)	Total Cost including GST for 3 years
10 Mbps MPLS Backhaul	OFC				

Financial Form 4: for price discovery only

Category	Type of Connectivity	Total number of Feasible sites	Unit OPEX Cost per annum	Cost for 3 years (Exclusive of GST)	GST (as applicable)	Total Cost including GST for 3 years
4 Mbps MPLS Backhaul	OFC	--				
8 Mbps MPLS Backhaul	OFC	--				
20 Mbps MPLS Backhaul	OFC	--				
4G Dongle	4G					
1 Mbps VSAT	VSAT					
2 Mbps VSAT	VSAT					

ANNEXURE IV - PROPOSAL COVERING LETTER

(A copy to be enclosed with each part of the proposal)

Date:……..

To,

O/O DIG (CID) & Nodal Officer CCTNS
CID Complex Bungkawn Aizawl, Mizoram
Email ID: cctns_mz@ncrb.nic.in

Dear Sir,

We…….... (Name of the bidder) hereby submits our proposal in response to notice inviting tender date……... and tender document no. …… ……... and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of the proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Authority may contact the following person for further Information regarding this tender:
   a) Name and full address of office, Contact No., Email ID, Company Name
   b) Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents
   a. In soft format in the form of a CD/DVD clearly hyperlinking all the relevant scanned documents and highlighting relevant portions of the document for ease of evaluation. This is in addition to the paper documents in hard copy format to be submitted by the bidders and needs to be handed over along with bids.
   b. The hard copy format is also similarly indexed, flagged and highlighted at relevant places.

Yours sincerely,

Signature
Full name of signatory
Designation
Name of the bidder (firm, etc.)

ANNEXURE V: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Bid Security & Response to Prequalification requirements (Envelope 1) on stamp paper of value required under law duly signed by the bidder for the tender)

Dated: ___

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. (Name of the Person(s)), domiciled at (Address), acting as (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "Selection of Network Service Provider for Supply, Installation and Commissioning of Network Connectivity to CCTNS Project, Mizoram" involving the deliverables as per agreement with authority, vide Invitation for Tender (Tender Document No.) dated_____, issued by The office of ADGP () Mizoram Police , including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required authority or any governmental authority, representing us in all matters before authority , and generally dealing with authority in all matters in connection with our Proposal for the said Project.

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

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr.)

(Name, Title and Address of the Attorney)

Notes:

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

ANNEXURE VI – BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be provided in original as part of the Bid Security & Response to Prequalification requirements (Envelope 1) on stamp paper of value required under law duly signed by an authorized representative of the Bank)

This Deed of Guarantee executed at by_____/_____(Name of the Nationalized/ Scheduled Bank) having its Head / Registered office at , and having one of its branches at _____ (hereinafter referred to as —the Guarantor which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns; In favor of O/O DIG (CID) & Nodal Officer CCTNS, CID Complex Bungkawn Aizawl, Mizoram 796001 (hereinafter referred to as — authority) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns; Whereas Name of the bidder _____ Ltd., a Company / partnership firm /proprietorship concern registered under the (name of the relevant act/law under which incorporated) having its registered office at _____(hereinafter called —Bidder which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for Selection of Service Provider for providing "Selection of Network Service Provider for Supply, Installation and Commissioning of OFC/RF/ MPLS Links/4G for Police Stations and Higher Offices across the State for CCTNS Project" vide Invitation for Tender Document No_____ dated issued by authority to as —the Project). Whereas in terms of the Invitation for Tender Document No____ __dated _____ (hereinafter referred to as Tender Document) issued by authority, the Bidder is required to furnish to authority an unconditional and irrevocable Bank Guarantee for an amount of INR _____ (INR <In words>) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Authority an amount not exceeding INR _____ (INR (In words)) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from the authority stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the (Proposal Due Date).

3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by the authority.
4. We……..Bank further agree that authority shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfillment and compliance of the terms and conditions contained in the Tender and the decision of authority in this regard shall be final and binding on us, notwithstanding any differences between authority and the said Bidder and/or any dispute between authority and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. Authority shall have the full liberty without affecting in any way the liability of the
6. Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfillment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to authority and the bank shall not be released from its liability under these presents by any exercise by authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of authority or any indulgence by authority to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for authority to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which authority may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.
10. We Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of authority in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
11. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date_____day of_____2020

Signature of the Issuing / Authority

with seal CORPORATE SEAL

For_____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

ANNEXURE-VII - DECLARATION FOR NOT BLACK LISTED

(To be provided in original as part of Bid Security & Response to Prequalification requirements (Envelope 1))

Date.....

O/O DIG (CID) & Nodal Officer CCTNS
CID Complex Bungkawn Aizawl,
Mizoram-796001

Dear Sir,

Ref.: Tender No.

I / We..... hereby confirm that our firm has not been banned or blacklisted by any government organisation/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal

ANNEXURE VIII: PARTICULARS OF THE BIDDERS

(To be provided in original as part of Bid Security & Response to Prequalification requirements (Envelope 1) duly signed by bidder for the tender)

S No.	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
9	Details of Service Tax Registration, VAT, CST, TAN, GST registration	

ANNEXURE IX: PRE-CONTRACT INTEGRITY PACT

(To be provided in original as part of Bid Security & Pre-qualification Proposal (Envelope – 1))

1. GENERAL

1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month..... 20..... between, the Government of Mizoram acting through Shri.....(Designation of the officer, Department) Government of Mizoram (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is a Ministry/Department of the Government, performing its function on behalf of the Government of Mizoram.

2. OBJECTIVES

NOW, THEREFORE, the TENDERING AUTHORITY and the BIDDER agree to enter into this pre- contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the TENDERING AUTHORITY to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

The TENDERING AUTHORITY commits itself to the following:-

3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, connected directly or indirectly with the biding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the TENDERING AUTHORITY through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of.....

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the..... (TENDERING AUTHORITY) ..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the TENDERING AUTHORITY shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and TENDERING AUTHORITY, including warranty period, whichever is later.

6.3. In the case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the TENDERING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the TENDERING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the TENDERING AUTHORITY to take all or any one of the following actions, wherever required:-

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

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.

(iii)To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Mizoram for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the TENDERING AUTHORITY to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Mizoram or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Mizoram or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the TENDERING AUTHORITY, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

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

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-Selected Bidder(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the TENDERING AUTHORITY.

9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING

AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the TENDERING AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the TENDERING AUTHORITY.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the

TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact

at.....on.. .....

TENDERING AUTHORITY BIDDER

Tendering Authority Name of the Officer Designation	Bidder
Witness: 1. 2.	Witness