



U.P. Electronics Corporation Limited



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REQUEST FOR PROPOSAL (RFP) FOR SUPPLY & INSTALLATION OF 8 CHANNEL AND 20 CHANNEL VOICE LOGGERS TO THE OFFICE OF UP POLICE ATS HEAD QUARTER, LUCKNOW-UP

e-Bid Reference No. : UPLC-HW-VOICE LOGGER/24-08-2013
e-Bid Portal : <http://etender.up.nic.in>

Critical Dates

SN	Particulars	Date	Time
1	Publishing Date	24 August 2013	05:00 PM
2	e-Bid Submission Start Date	24 August 2013	06:00 PM
3	e-Bid Submission End Date	03 September 2013	05:00 PM
4	e-Bid Opening Date and Time	03 September 2013	05:30 PM

Place of Opening e-Bids : UP Electronics Corporation Ltd
10, Ashok Marg,
Lucknow-226001

e-Bid Processing Fee : ₹ 2,000.00 (Rupees Two Thousand only)
(Non-refundable)

Earnest Money Deposit (EMD) : ₹ 70,000.00 (Rupees Seventy Thousands only)
(Refundable)



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SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **SUPPLY & INSTALLATION OF 8 CHANNEL and 20 CHANNEL VOICE LOGGERS TO THE OFFICE OF UP POLICE ATS HEAD QUARTER, LUCKNOW-UP**
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the new deadline as extended.
5. The e-Bid document is available on e-tender portal <http://etender.up.nic.in> and also on UPLC's website www.uplclko.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit these e-Bids online only on e-tender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:-

e-Bid Reference No.	UPLC-HW-VOICE LOGGER/24-08-2013
Purpose	SUPPLY & INSTALLATION OF 8 CHANNEL and 20 CHANNEL VOICE LOGGERS TO THE OFFICE OF UP POLICE ATS HEAD QUARTER, LUCKNOW-UP
Date of Publication of e-Bid notice	24 August 2013 at 05:00 PM on e-tender portal http://etender.up.nic.in and website of UPLC www.uplclko.in
Last date for submission of e-Bids	03 September 2013 up to 05:00 PM.
Site for submission of e-Bid	http://etender.up.nic.in
Web site address	www.uplclko.in
e-mail address	md@uplclko.in, uplclko@gmail.com
e-Bid Inviting Officer	Shri Prabhat Mittal, Managing Director
Date of opening of e-Bids	03 September 2013 at 05:30 PM or afterwards
Venue of Opening of e-Bids	UP Electronics Corporation Ltd 10, Ashok Marg, Lucknow-226001
Contact numbers	0522-2286808, 0522-2286809 0522- 4130303 Mob: 09235567201, 09721451214
Fax number	0522-2288583
e-Bids Processing Fee (Non refundable)	₹ 2,000/- (Rupees Two Thousand only) by way of Banker's Cheque/Demand Draft in favour of U.P. Electronics Corporation Ltd, payable at Lucknow issued from any Nationalized Bank
Earnest Money Deposit (EMD) (Refundable)	₹ 70,000/- (Rupees Seventy Thousands only) by way of Banker's Cheque/ Demand Draft drawn in favour of UP Electronics Corporation Ltd, payable at Lucknow issued from any Nationalized.



6. All e-Bids must be accompanied by e-Bid processing fee of ₹ 2,000/- (Rupees Two Thousand only) and Earnest Money Deposit (EMD) of ₹ 70,000/- in the form of two separate Demand Drafts/Bankers Cheques in favour of U.P. Electronics Corporation Ltd., payable at Lucknow. The validity of such Banker's Cheque/ Demand Draft must have their validity not less than 6 months period. The scanned copy of the Processing Fee and EMD must be uploaded along with the e-Bid, and the originals should reach the office UPLC office at Lucknow before e-Bid submission end date and time.
7. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
8. All the required documents must be uploaded by the Bidders electronically in the PDF format. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical schedules/packets can be clubbed together to make single different files for each label. The required electronic documents for each document label of financial schedules/packets can be clubbed together to make single different files for each label. The size of single label file should not exceed 6-7 MB size.



SECTION II: SUBMISISON OF e-BIDS

Submission of e-Bid

- 1 The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Corporation. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible. The bidders have to follow the following instructions for submission of their e-Bid:
 - a. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
 - b. In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause (a) above.
 - c. For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The Corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
 - d. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).
 - e. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears



to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- f. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
 - g. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
 - h. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 2 Technical Bids will be electronically opened at **05:30 PM on 03 September 2013** on the above address of the Corporation, and opening of financial bids of technically qualified bidders will be intimated later.
 - 3 The Corporation may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
 - 4 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
 - 5 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the



reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

- 6 The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Corporation, to return back the e-Bid security/EMD as per the manual procedure.
- 7 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security
- 8 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above
- 9 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 10 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.



SECTION III: TECHNICAL SPECIFICATIONS OF THE PRODUCT

TENDER NO:- UPLC-HW-VOICE LOGGER/24-08-2013

Schedule - 1

PARTICULARS

NAME OF THE CLIENT
DEPARTMENT

“20 CHANNEL Voice Loggers”

Office of the Senior Superintendent of
Police, Anti Terrorist Squad (ATS) U.P.
Lucknow.

Sl No	Required Items with Technical Specifications	Warranty (period in Years)	Compliance (Yes/ No)	Deviation (Specify)	Make & Model
1	<p>20 CHANNEL Voice Logger -</p> <p><u>TECHNICAL SPECIFICATION 20 CHANNEL VOICE LOGGER</u></p> <p>1. PC Based atleast 20 CHANNEL Celphone/Telephone Recording & Logging System with facility to monitor Telephone/Fax.</p> <p>2. Should also have been provision to record calls diverted on GSM/CDMA Phones? Compatible Hardware should also be provided with other listed requirements.</p> <p>3. Desired System should have been following features:</p> <ul style="list-style-type: none"> • Should able to record both side communication on Telephone lines in Parallel Mobile phones mapped on Sim. • Recording Trigger. Voltage Activation, Voice Activation. • Sensitivity: Better than 30dBm. • VOX Delay: should be programmable. • Products should not require additional power supply for the main unit/decoders. It shall draw power through PC. • Possible for operator to select the compression levels-minimum 4 level of compression be available. • Built in AGC be user performable. • Possible for the operator to TAC the important part of the conversation for later reference atleast 2-3 tagging on each call be possible. • Possible for the operator to faster or slowdown the play/back speed through dropdown menus. No third party application be utilized for achieving the same. • Easy to handle. • Possible to transcribe the call simultaneously, when the call been played. • Recording of Date, Time and duration of the call. Moreover the system should offer the start and stop time of the recorded calls. • Duration of all the recorded calls be logged 	Two Years Onsite Comprehensive			



	<p>and facility to review on the main screen.</p> <ul style="list-style-type: none"> • Tagging for incoming (in) and outgoing (out) numbers against the Telephone numbers. • A user-friendly/operation for searching the large calls and sorting through channels, call (In/Out, Start time, Stop time, duration and date and Time. • The System should work on the principle of On/Off Hook and VOX (Voice operation mode) and all the modes be fully user programmable for individual target lines. • Backup/Archiving of all/selected calls be available. 				
2	Branded Desktop Personal Computer – Intel Pentium Dual Core or Higher, Minimum 2 GB RAM or Higher, 500 GB HDD 7200 RPM, Genuine Licensed Windows 7 Operating System	Two Years Onsite Comprehensive			
3	1 KVA Offline UPS with minimum 30 Minutes Backup	Two Years Onsite Comprehensive			

Schedule - 2

PARTICULARS

NAME OF THE CLIENT DEPARTMENT

“08 CHANNEL Voice Loggers”

Office of the Senior Superintendent of Police, Anti Terrorist Squad (ATS) U.P. Lucknow.

Sl No	Required Items with Technical Specifications	Warranty (period in Years)	Compliance (Yes/ No)	Deviation (Specify)	Make & Model
1	<p>08 CHANNEL Voice Logger</p> <p><u>TECHNICAL SPECIFICATION 08 CHANNEL VOICE LOGGER</u></p> <ol style="list-style-type: none"> 1. PC Based atleast 08 CHANNEL Celphone/Telephone Recording & Logging System with facility to monitor Telephone/Fax. 2. Should also have been provision to record calls diverted on GSM/CDMA Phones. Compatible Hardware should also be provided with other listed requirements. 3. Desired System should have been following features: <ul style="list-style-type: none"> • Should able to record both side communications on Telephone lines in Parallel Mobile phones mapped on SIM. • Recording Trigger. Voltage Activation, Voice Activation. • Sensitivity: Better than 30dBm. • VOX Delay: should be programmable. • Products should not require additional power supply for the main unit/decoders. It shall draw power through PC. 	One Year Onsite Comprehensive			



	<ul style="list-style-type: none"> • Possible for operator to select the compression levels-minimum 4 level of compression be available. • Built in AGC be user performable. • Possible for the operator to TAC the important part of the conversation for later references atleast 2-3 tagging on each call be possible. • Possible for the operator to faster or slowdown the play/back speed through dropdown menus. No third party application be utilized for achieving the same. • Easy to handle. • Possible to transcribe the call simultaneously, when the call been played. • Recording of Date, Time and duration of the call. Moreover the system should offer the start and stop time of the recorded calls. • Duration of all the recorded calls be logged and facility to review on the main screen. • Tagging for incoming (in) and outgoing (out) numbers against the Telephone numbers. • A user-friendly/operation for searching the large calls and sorting through channels, call (In/Out, Start time, Stop time, duration and date and Time. • The System should work on the principle of On/Off Hook and VOX (Voice operation mode) and all the modes be fully user programmable for individual target lines. • Backup/Archiving of all/selected calls be available. 				
2	Branded Desktop Personal Computer – Intel Pentium Dual Core or Higher, Minimum 2 GB RAM or Higher, 500 GB HDD 7200 RPM, Genuine Licensed Windows 7 Operating System	One Year Onsite Comprehensive			
3	1 KVA Offline UPS with minimum 30 Minutes Backup	One Year Onsite Comprehensive			

SELECTION OF BIDDER & RELEASE OF PURCHASE ORDER

If required, the Technical Specifications of the Bids received may be forwarded to the end Customer Department i.e. **UP Police Headquarter (PHQ), Allahabad-UP** for evaluation and acceptance.

1. If required, presentation or live demonstration may be required by the bidder to the end Customer Department.
2. Financial Bids of only those Bidders will be opened, whose Technical Bids will be acceptable and qualify the required tender specification.
3. **Lowest financial Bidder for each schedule (Schedule-1 and Schedule-2)** from Technically qualified Bidders will be selected to supply the ordered items to the end Customer Department.

Decision of the end Customer/UPLC will be final to accept or reject the PROJECT. The offered product must fulfill the requirement of the end Customer Department.



SECTION IV: TERMS AND CONDITIONS OF TENDER

1. On-line e-Bids in two parts i.e. (1) Technical Bid and (2) Financial Bid should be submitted by the bidders through e-Procurement website <http://etender.up.nic.in> not later than **05:00 PM on 03 September 2013** (as the server time displayed in the e-Procurement website).
2. The tender document is available at e-Procurement website <http://etender.up.nic.in> and Corporation's website www.uplclko.in from **24 August 2013**. Interested Bidders may view, download the e-Bid document, seek clarification, and submit their e-Bid online up to the date and time mentioned above.
3. Technical Bids will be electronically opened at **05:30 PM on 03 September 2013** on the above address of the Corporation, and opening of Financial bids of technically qualified bidders will be intimated later.
4. The e-bid Security/Earnest Money Deposit (EMD) is ₹ 70,000.00 (Rupees Seventy Thousand only). The Cost of the Tender Processing fee is ₹ 2,000.00 (Rupees Two Thousand only and **Non-refundable**).
5. The bidders need to submit the proof/cost of e-Bid document/processing in Cash in the UPLC's office or through Demand Draft or Banker's Cheque in favour of U.P. Electronics Corporation Ltd payable at Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker's Cheque must be enclosed along with the e-Bids but the original Demand Draft or Banker's Cheque should reach the office of UPLC/Purchaser at Lucknow before opening of technical e-Bid Date & Time.
6. The e-Bid security shall be in Indian Rupees and all e-Bid must be accompanied by e-Bid Security/Earnest Money Deposit (EMD) in the form of Demand Draft/Banker's Cheque, drawn in favour of U.P. Electronics Corporation Ltd., Lucknow. The scanned copy of the e-Bid Security/EMD must be enclosed along with the e-Bid and the original should reach the Corporation's office at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid Security (Earnest Money) deposited with the Corporation. Any e-Bid not secured in accordance with e-Bid Security shall be treated as non-responsive and rejected by the UPLC.
7. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC along with registration fee of ₹ 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P. Govt. departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of ₹ 1500.00 (Rupees Two Thousand five hundred only). The companies/firms may contact the officials on phone numbers 0522-2286809 (O) 0522-4130303 (Extn: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.
8. e-Bidders must quote all the products in the technical e-Bid and in the price schedule/ BOQ of financial e-Bid. The e-Bid not containing the rates for all the products in technical and financial e-Bid would be liable for rejection.
9. The Corporation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Corporation/end Customer Department will be final and binding on the bidders.



10. In the event of date specified for e-Bids opening being declared a holiday for Corporation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
11. The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Electronics Corporation Ltd, Lucknow hereinafter referred to as "the Corporation", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
12. At any time prior to the deadline for submission of e-Bid, the Corporation may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the websites <http://etender.up.nic.in> and www.uplclko.in through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
13. It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> and www.uplclko.in from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.
14. The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Corporation shall be written either in English or Hindi language. Embedded/separate Hindi font files must accompany the correspondence and documents in Hindi. Only English numerals shall be used in the e-Bid.
15. The e-Bid prepared by the bidder shall comprise the following components:
 - (a) **Technical e-Bid** - Technical e-Bid will comprise of :
 - (i) **Qualification Details** – includes copies of required documents justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.
 - (ii) **Technical Specification Details** – includes copy of filled in Technical Specifications as per Technical Section of tender document.
 - (b) **Financial e-Bid** – Financial e-Bid will comprise of :
 - (i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Financial Section- of tender document.
16. The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.
17. The bidder shall quote separately for Price Schedule/BOQ unit price (along with basic price, excise duty, trade tax/VAT, Service Tax etc and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) of each item in the specified places for all the goods mentioned in Technical Section of Technical Specifications. The unit prices quoted shall be with onsite comprehensive warranty as well as extended warranty as per period specified in column-2 of Financial Section.



18. The e-Bid price of each item indicated on the Price Schedule/ BOQ as mentioned above, shall include all the cost till successful installation & commissioning at various offices of the client department situated in different cities of U.P. for all the items specified in the schedule of requirement and onsite comprehensive warranty maintenance i.e.
- I. The price of goods (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - (a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - (b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
 - I. Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded.;
 - II. the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.
 - III. the price of other incidental services listed in the Conditions of Contract.
19. Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. The e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.
20. Prices shall be quoted in Indian Rupees only.
21. The bidder must furnish, as part of its e-Bid, scanned copies of documents establishing the conformity to the e-Bid documents of all goods and services, which the bidder proposes to supply under the contract. The documentary evidence of conformity of the goods and services to the e-Bid documents shall consist of:
- (a) The brochures/leaflets/the document downloaded from the Internet site of the OEM of the goods offered in support of the technical specifications asked in the tender.
 - (b) An item-by-item commentary on the Corporation's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;
 - (c) A confirmation that, if the bidder offers systems and/or other software manufactured by another company, such software operates effectively on the system offered by the bidder; and the bidder is willing to accept responsibility for its successful operations.
 - (d) A confirmation that the bidder is either the owner of Intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the e-Bid/ contract without prejudice of other remedies that the Corporation may take.
22. The e-Bid shall remain valid for 30 days after the date of e-Bid opening prescribed by the Corporation, An e-Bid valid for a shorter period shall be rejected by the Corporation as non-responsive. In exceptional circumstances, the Corporation may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.
- 23. The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.**



24. The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
25. The Corporation will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at the time, date and place noted above. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Corporation, the e-Bids shall be opened at the appointed time and place on the next working day.
26. The bidder's names and/or such other details as the Corporation at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently. The Corporation will prepare minutes of the e-Bid opening.
27. After evaluation of technical e-Bid, the Corporation shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Corporation will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Corporation indicating the date, time and place for opening of the financial e-Bid. The notification may be sent by letter, fax or by e-mail.
28. The Corporation will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.
- 29. The bidder should be a branded/Original Equipment Manufacturer (OEM) of Voice Logger or their authorized dealer/ agent/supplier for this tender. The OEMs of Voice Logger must submit the undertaking that they are the OEM of Voice Logger or their authorized dealer/ agent/supplier submit the authorization of respective OEM of Voice Logger. The e-Bids of OEM bidders who have not submitted the Undertaking in this tender shall be rejected. The e-Bids of bidders who are dealers/agents/suppliers and have not submitted their authorization certificates from their Voice Logger Original Equipment Manufacturers (OEM) for this tender shall also be rejected.**
- 30. The bidder shall submit the copies of the certificate of the trademark registration/the authorization letter of the competent authority using the trademark and/or certificate of registration in excise of the manufacturer for reputed branded Desktop computers and UPS offered in this tender. In case the Government exempts manufacturer from excise duties, the bidder shall furnish documentary proof along with the Technical e-Bid. The e-Bid submitted without required documentary proof shall be rejected.**
31. All the items quoted should have minimum technical specifications given in the tender. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications or the higher and when no applicable standard is mentioned; the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned O.E.M. of goods.
32. The Supplier shall indemnify the Corporation against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.



33. The bidders should not mix financial bid document with the technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.
- 34. The Corporation will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the tender only for those items of the bidders which have been technically accepted by the Corporation.**
35. No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected.
36. No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the tender.
37. The Corporation's evaluation of a Financial bid for supply shall be based on lowest rate quoted excluding Trade Tax/VAT/Service Tax etc of Govt. of Uttar Pradesh by the bidder including the cost of equipment-preloaded with software as indicated in the technical specification (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services and the cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination.
38. The Corporation will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate or agreed to offer the items quoted to the lowest rate quoted by the other technically suitable bidder, evaluated for all or some items for empanelment has responsive e-Bid and meets the criteria and is qualified to perform the contract satisfactorily.
39. The Corporation reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
40. If any taxes/duties are increased/ decreased by the Government during the validity period of empanelment, the same shall be adjusted after submitting the proof by the empanelled bidders to the Corporation.
41. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award, in which event the Corporation may make the award to the next lowest evaluated bidder or call for new e-Bids.
42. The bidder shall not be allowed to sub-contract the awarded work order without the prior written approval of the Corporation.
43. During warranty/extended warranty period, the defective item (s) or component(s) are to be replaced or repaired whatever required, shall be done by the supplier to the satisfaction of the Corporation/user department.
44. The proceeds of the performance security shall be payable to the authority in favour of whom the performance bank guarantees being made as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.



45. On getting the Purchase order, the bidder will be required to submit the Performance Warranty in the form of a Bank Guarantee @ 10% of the order value otherwise 90% payment will be released on Supply & successful Installation of the ordered items and Balance 10% amount will be released only after expiry of warranty period.

46. The performance security shall be denominated in Indian Rupees and shall be in the following forms only:

A Bank guarantee issued by State Bank of India or its associate bank or a nationalized bank of India or a scheduled bank located in India acceptable to the Corporation, in the form provided in the e-Bid document or another form acceptable to the Corporation/user department.

47. The performance security will be discharged by the Corporation/user department and returned to the Supplier upon the written request through cheque as promptly as possible following the date of its validity or completion of the Supplier's performance obligations including any onsite warranty/extended warranty obligations, whichever is later, under the contract.

48. The Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and the Conditions of Contract. The Corporation will test all the equipment prior to their delivery at sites in the office/factory of the supplier and the Supplier will dispatch the inspected & tested goods by the Corporation to the ultimate consignee along with manufacturer's warranty certificate. Complete hardware and software as specified should be supplied, installed and commissioned properly against the purchase order of the Corporation by the supplier prior to commencement of performance tests, if not carried out by the Corporation prior to their delivery at sites. LAN shall be tested at sites only after its installation. For site preparation, the supplier should furnish all details to the Corporation sufficiently in advance so as to get the works completed before receipt of the equipment.
- (ii) The acceptance test will be conducted by the Corporation, their consultant or any other person nominated by the Corporation, at its option. There shall not be any additional charges for carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing period. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs and malfunctioning in the software should occur. All the software should be complete and no missing module/sections will be allowed. During acceptance tests, the items having the same or higher technical specifications as given in the contract shall only be accepted. The Supplier shall maintain necessary log in respect of the result of the tests to establish to the entire satisfaction of the Corporation. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.
- (iii) In the event of the Hardware and Software failing to pass the acceptance test, if carried out at site of installation, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Corporation reserves the rights to get the equipment's replaced by the supplier at no extra cost to the Corporation.
- (iv) Successful conducts and the conclusion of the acceptance test for the installed goods and equipment shall also be the sole responsibility and at the cost of the supplier.



49. The inspections and tests will be conducted on the premises of the Supplier prior to delivery of the Goods at final destination. For conducting the inspection and tests at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished by the supplier at no charge to the inspectors of the Corporation. Supplier shall intimate to the Corporation indicating that the computer systems and other equipment are ready for inspection and the Corporation can send their representative for inspection at their premises. After receipt of such intimation from the Supplier, the Corporation shall arrange for pre-dispatch inspection and test. After the computer system passes in the inspection and tests, the Supplier shall deliver and install the system and all other items at the respective sites within the time schedule given in the Schedule of Requirements.
50. Should any inspected or tested Goods fail to conform to the specifications, the Corporation may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Corporation.
51. The Corporation's rights to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Corporation or its representative prior to the Goods shipment.
52. Before the goods and equipment taken over by the representative of the project site(s), the supplier shall supply operation/user manual together with equipment if any. These shall be in such detail as will enable the Corporation to operate all the equipment as stated in the specifications.
53. The manual shall be in the ruling language (English or Hindi) and in such form and numbers as stated in the purchase order. Manual may be in CD/DVD Format also. Unless and otherwise agreed the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals as stated in the purchase order have been supplied to the Corporation.
54. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into Consideration where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
55. The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.
56. Upon delivery of the Goods, the supplier shall notify the Corporation and the insurance companies by fax the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the Corporation:-
 - (a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount;
 - (b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of project sites.
 - (c) Manufacturers/Supplier's warranty certificate;
 - (d) Goods inspection report.
57. For delivery of goods at site, the insurance shall be obtained by the supplier at their cost of the amount equal to 110% of the value of the goods from warehouse of the supplier to the final destinations of installation defined as project site on "All Risks" basis including war risks and strikes. It will be the sole



responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of goods at project sites.

58. The Supplier is required under the Contract to transport the Goods to the specified destinations within U.P/other location, as required, defined as Project sites.
59. The following services shall be furnished and the cost shall be included in the contract rates:
- a. On-site delivery & satisfactory installation of all the items and/or LAN as per purchase order;
 - b. Furnishing all the manuals as per purchase order to the project sites; and
 - c. Maintenance and repair of the equipment at each location during the comprehensive warranty period including the cost of all spares.
 - d. Training
60. Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the onsite comprehensive warranty period of the items. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
61. The warranty shall be comprehensive for all the equipment's, parts and components (excluding consumable items and plastic parts). **The period of warranty shall be minimum 12 months** from the date of installation and acceptance of the Goods or 15 months from the date of delivery at project sites, whichever occurs earlier for the prescribed items. Software warranty of 90 days will be limited to replacement of media only. The supplier shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications and or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance to the Conditions of Contract.
62. The Corporation shall promptly notify the Supplier in writing of any claims arising under this warranty.
63. During warranty period, the defective item or component shall be replaced or repaired whatever required, by the supplier or the service centre authorized by the supplier, to the satisfaction of the user departments.
64. If any items give continuous trouble say two times in one month during the warranty period, the supplier shall replace those items with new one without any additional cost to Corporation.
65. Payment for Goods and Services shall be made in Indian Rupees as follows:

On Delivery & Installation: - 100% will be released on delivery and successful installation at customer sites of the goods received & on submission of Bank Guarantee @ 10% of the order value valid for warranty period, otherwise 90% payment will be released and Balance 10% will be released after expiry of the warranty period subject to satisfaction of client department and subject to the receive of payment from the client department.



66. Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the supplier to the Corporation. In case during the period of the supply, the equipments of the same specifications are being supplied in other departments on the lower rate (within a previous period of six months) by the supplier, the supplier will have to supply those equipments with matching price. In case at the time of delivery of the equipments, higher specification equipments on the same price as quoted/approved in the e-Bid by the supplier are being supplied to other department (s), the supplier will have to supply the higher specification equipments on the quoted/approved rates.
67. The Corporation may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:
- (a) Technical specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Corporation;
 - (b) Technical specifications, if so desired by the client department
 - (c) The method of shipping or packing;
 - (d) The place of delivery; and/or
 - (e) The Service to be provided by the Supplier.
68. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) days from the date of the Supplier's receipt of the Corporation's change order.
69. The inspection and test of the Voice Logger/Computer System and all other items shall be carried out by the Corporation prior to its dispatch by the Supplier at final destination and for this purpose; the Supplier shall intimate to the Corporation that the computer system and other items are ready for inspection and test. After receipt of such intimation from the Supplier, the Corporation will arrange the inspection and test of the computer system and other items at the premise of Supplier. After the computer system and other items pass the test, the items which are inspected and accepted during acceptance testing by the Corporation shall be packed by the supplier and the representative of Corporation will put a unique number, their seal and signature on each of the packet. The Supplier shall deliver the sealed unbroken packets to the project sites and install the systems and all other items at the respective sites within the time schedule given.
70. If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Corporation in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Corporation shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.
71. Except as provided under conditions of contract, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.
72. Subject to conditions of Contract if the Supplier fails to deliver or install any or all of the Goods or to perform the Services within the period (s) specified in the Contract, the Corporation shall, without



prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum penalty is reached, the Corporation may consider termination of the Contract/purchase order pursuant to conditions of the Contract.

73. The Corporation may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract/Purchase Order, or within any extension thereof granted by the Corporation
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract or Purchase Order.
74. In the event the Corporation terminates the Contract in whole or in part, pursuant to the conditions of contract clause above, Corporation may procure, upon such terms and in such manner, as it deems appropriate. Goods or Services similar to those undelivered, and the Supplier shall be liable to the Corporation for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.
75. Notwithstanding the provisions of conditions of contract clause above, the Supplier 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 obligations under the Contract is the result of an event of Force Majeure.
76. For purpose of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Supplier shall promptly notify the Corporation in writing of such conditions and the cause thereof. Unless otherwise directed by the Corporation in writing, the Supplier shall continue to perform its obligations 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.
77. The Corporation may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Corporation.
78. The Corporation, by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Corporation’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
79. The Corporation shall accept the Goods that are complete and ready for shipment at the time of Supplier’s receipt of notice of termination at the Contract terms and prices. For the remaining Goods, the Corporation may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially Completed Goods.



80. If any dispute or difference of any kind whatsoever shall arise between the Corporation and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
81. If, the parties have failed to resolve their dispute or difference by such mutual consultation within 30 (thirty) days,, then aggrieved party may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
82. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
83. In case of dispute or difference arising between the Corporation and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to Sole Arbitrator, the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P. or his nominee, to decide the dispute both in case of foreign supply as well as Indian supply. The provision of Arbitration and Conciliation Act, 1996 shall apply.
84. Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.
85. The decision of the Sole Arbitrator or his nominee shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.
86. Notwithstanding any reference to arbitration herein.
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Corporation shall pay the Supplier any monies due to the Supplier.
87. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement above.
88. The Supplier shall not be liable to the Corporation, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Corporation; and the aggregate liability of the Supplier to the Corporation, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
89. The Contract shall be interpreted in accordance with the laws of the Union of India.
90. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Goods to the Corporation.
91. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Corporation shall have the right to continue to



operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Corporation's operation.

92. The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
93. The supplier is obliged to work closely with the Corporation's staff, act within its own authority and abide by directives issued by the Corporation and implementation activities. The supplier is abide by the job safety measures prevalent in India and will free the Corporation from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Corporation responsible or obligated. The supplier is responsible for managing the activities of its personnel and will hold it responsible for any misdemeanors. The supplier will treat as confidential all data and information about the Corporation, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Corporation.
94. In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in the Corporation's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Corporation is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees etc). The Corporation will give notice to the supplier of such claim, if it is made without delay.
95. Incharge of the project site is solely responsible for site preparation in compliance with the technical and environmental specifications defined by the supplier. The in charge of project site will designate the installation site before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Hardware and Software.
96. The Supplier is responsible for all unpacking, assemblies, installations of all hardware and software, cabling between hardware units and connecting to power supplies. The supplier will test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware and software at all installation sites.
97. The supplier will accomplish preventive and breakdown maintenance activities to ensure that all Hardware execute without defect or interruption for at least 98% up time for 24 hours a day, 7 days of the week of operation of the machine worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than three days, the supplier shall either immediately replace the defective unit at its own cost. The supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.
98. The Technical Documentation involving detailed instruction for operation is to be delivered with every unit of the equipment supplied if mentioned in the purchase order. The language of the documentation shall be English or Hindi.



SECTION V: QUALIFYING CRITERIA

S. No.	Clause	Documents Required
1.	The Bidder should be registered under Companies Act, 1956 in India and should have been in operation for a period of at least 3 years in India. The Consortium shall not be entertained.	<ul style="list-style-type: none">• Certificate of Incorporation.• Certificate of Commencement of Business issued by the Registrar of Companies.• Annual Reports for the last 3 years.
2.	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Managing Director/ Board of Directors of the Bidding Company to sign the Bid and the Contract on their behalf.	A Certificate from the Managing Director/ Managing Partner of the Bidder certifying that the Bid signatory is authorized to do so.
3.	The Bidder should have been in this business of Installation and operating Voice Loggers for a period exceeding three years as on 31.03.2013.	<ul style="list-style-type: none">• Certificate of Trade Tax and Service Tax Registration.• Copy of Work order and Certificate of completion or successful implementation by the client OR self-Certificate attested by the client.
4.	The Bidder should have an average annual turnover of at least INR 25 Lakh during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012)	<ul style="list-style-type: none">• Audited Profit and Loss Statement and Balance sheets.• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the turnover for the specified years.
5.	The Bidder should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India.	Undertaking from the authorised signatory of the Bidder.
6.	The Bidder should have successfully installed and operated 10 Voice Loggers in India in the last 3 financial years (i.e. 2009-10, 2010-11, 2011-12).	<ul style="list-style-type: none">• Copy of Work order and Certificate of completion or successful implementation by the client OR self-Certificate attested by the client.
7.	The Bidder should have successfully executed similar work (Voice Loggers) with an aggregate order value of INR 06 Lakhs during the last 3 financial years (i.e. 2009-10, 2010-11, 2011-12).	Copy of Work order and Certificate of completion or successful implementation by the client OR self-Certificate attested by the client.
8.	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments.	Certificate from the Authorized Signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.
9.	The Bidder should have a valid Sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by Income Tax Department.	Copy of each Certificate of the Bidder.
10.	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	DD/ Banker's Cheque/ Bank Guarantee
11.	Photographs, Leaflets, Brochures & CD / DVD of Voice Loggers.	To be attached with the Technical Bid



SECTION VI: TECHNICAL PROPOSAL SUBMISSION FORM

SI No	Particulars	Description/Details	Reference Page no (of the Bidder's Document)
A	Name of Bidding Company/Firm		
B	Contact Details		
	a) Registered Address		
	b) Telephone		
	c) Fax		
	d) email		
	e) Website		
f) Name of Head of the Bidding Company/Firm			
C	Incorporation Details		
	a) Incorporation number		
	b) Date of Incorporation		
	c) Registering Authority		
D Service Tax Registration Details:-			
D	a) Service Tax No.		
	b) Date		
	c) Registration for (Name of Services)		
E	PAN Registration No.		
F	TAN Registration No. and Date	Registration No. Date	
G	VAT/TIN Registration No.	Registration No. Date Registration for Products:	
	H Total Sales (Rs in Lakh) during the following Financial Years: -		
	a) Financial Year 2009-10	Rs lakhs	
b) Financial Year 2010-11	Rs lakhs		
c) Financial Year 2011-12	Rs lakhs		
I	Quality Certifications of the Bidding Company/Firm		
	a) Particulars of Quality Certification		
	b) Certificate No. and Validity up to	(i) No. Valid up to :	
		(ii) No. Valid up to :	
	c) Issuing Authority		
f) Field/Area			
J	Earlier experience providing the required equipment to such Clients successfully in the past:-		



J-1	Project No. 1	
	a) Name of Client	
	b) Address	
	c) Contact Person Name & Mobile/Telephone	Name: Designation Contact No.
	d) Project name and brief Scope	
	e) Work Order No and Date	
	f) Order Value (Rs in lakhs)	Rs
	g) Successful execution Date	
J-2	Project No. 2	
	a) Name of client	
	b) Address	
	c) Contact person Name & Mobile/ Telephone	Name: Designation Contact No.
	d) Project Name and brief scope	
	e) Work Order No and Date	
	f) Order Value (Rs in lakhs)	Rs
	g) Successful execution Date	
J-3	Project No. 3	
	a) Name of client	
	b) Address	
	c) Contact person Name & Mobile/ Telephone	Name: Designation Contact No.
	d) Project Name and brief scope	
	e) Work Order No and Date	
	f) Order Value (Rs in lakhs)	Rs
	g) Successful execution Date	
K	Whether the Bidding Company/Firm has ever been Black listed by any Client/ Govt Department/ Govt Organization/ Agency/ Institution etc.	Please write Yes or No If Yes, mention here the particulars thereof

Signature of the Authorized Person on behalf of the Bidding Company/ Firm

Name:
Designation in the Bidding Company/ Firm:

Official Seal of the Bidding Company/ Firm:

Date:
Place:



SECTION VII: PRICE SCHEDULE/BOQ

TENDER NO:- UPLC-HW-VOICE LOGGER/24-08-2013

Schedule - 1

PARTICULARS

NAME OF THE CLIENT DEPARTMENT

“20 CHANNEL Voice Loggers”

Office of the Senior Superintendent of
Police, Anti Terrorist Squad (ATS) U.P.
Lucknow.

Sl No	Required Items with Technical Specifications	Warranty (period in Years)	Quantity	Unit Cost in `	VAT @ 5%	Total Cost in `
1	<p>20 CHANNEL Voice Logger -</p> <p><u>TECHNICAL SPECIFICATION 20 CHANNEL VOICE LOGGER</u></p> <p>4. PC Based atleast 20 CHANNEL Celphone/Telephone Recording & Logging System with facility to monitor Telephone/Fax.</p> <p>5. Should also have been provision to record calls diverted on GSM/CDMA Phones? Compatible Hardware should also be provided with other listed requirements.</p> <p>6. Desired System should have been following features:</p> <ul style="list-style-type: none"> • Should able to record both side communication on Telephone lines in Parallel Mobile phones mapped on Sim. • Recording Trigger. Voltage Activation, Voice Activation. • Sensitivity: Better than 30dBm. • VOX Delay: should be programmable. • Products should not require additional power supply for the main unit/decoders. It shall draw power through PC. • Possible for operator to select the compression levels-minimum 4 level of compression be available. • Built in AGC be user performable. • Possible for the operator to TAC the important part of the conversation for later reference atleast 2-3 tagging on each call be possible. • Possible for the operator to faster or slowdown the play/back speed through dropdown menus. No third party application be utilized for achieving the same. • Easy to handle. • Possible to transcribe the call simultaneously, when the call been played. • Recording of Date, Time and duration of the call. Moreover the system should offer the 	Two Years Onsite Comprehensive	05			



	<p>start and stop time of the recorded calls.</p> <ul style="list-style-type: none"> • Duration of all the recorded calls be logged and facility to review on the main screen. • Tagging for incoming (in) and outgoing (out) numbers against the Telephone numbers. • A user-friendly/operation for searching the large calls and sorting through channels, call (In/Out, Start time, Stop time, duration and date and Time. • The System should work on the principle of On/Off Hook and VOX (Voice operation mode) and all the modes be fully user programmable for individual target lines. • Backup/Archiving of all/selected calls be available. 					
2	Branded Desktop Personal Computer – Intel Pentium Dual Core or Higher, Minimum 2 GB RAM or Higher, 500 GB HDD 7200 RPM, Genuine Licensed Windows 7 Operating System	Two Years Onsite Comprehensive	05			
3	1 KVA Offline UPS with minimum 30 Minutes Backup	Two Years Onsite Comprehensive	05			
			Total			

Schedule - 2

PARTICULARS

“08 CHANNEL Voice Loggers”

NAME OF THE CLIENT

DEPARTMENT

Office of the Senior Superintendent of Police, Anti Terrorist Squad (ATS) U.P. Lucknow.

SI No	Required Items with Technical Specifications	Warranty (period in Years)	Quantity	Unit Cost in `	VAT @ 5%	Total Cost in `
1	<p>08 CHANNEL Voice Logger</p> <p><u>TECHNICAL SPECIFICATION 08 CHANNEL VOICE LOGGER</u></p> <p>4. PC Based atleast 08 CHANNEL Cephone/Telephone Recording & Logging System with facility to monitor Telephone/Fax.</p> <p>5. Should also have been provision to record calls diverted on GSM/CDMA Phones. Compatible Hardware should also be provided with other listed requirements.</p> <p>6. Desired System should have been following features:</p> <ul style="list-style-type: none"> • Should able to record both side communications on Telephone lines in Parallel Mobile phones mapped on SIM. • Recording Trigger. Voltage Activation, Voice Activation. • Sensitivity: Better than 30dBm. • VOX Delay: should be programmable. 	One Year Onsite Comprehensive	02			



	<ul style="list-style-type: none"> • Products should not require additional power supply for the main unit/decoders. It shall draw power through PC. • Possible for operator to select the compression levels-minimum 4 level of compression be available. • Built in AGC be user performable. • Possible for the operator to TAC the important part of the conversation for later references atleast 2-3 tagging on each call be possible. • Possible for the operator to faster or slowdown the play/back speed through dropdown menus. No third party application be utilized for achieving the same. • Easy to handle. • Possible to transcribe the call simultaneously, when the call been played. • Recording of Date, Time and duration of the call. Moreover the system should offer the start and stop time of the recorded calls. • Duration of all the recorded calls be logged and facility to review on the main screen. • Tagging for incoming (in) and outgoing (out) numbers against the Telephone numbers. • A user-friendly/operation for searching the large calls and sorting through channels, call (In/Out, Start time, Stop time, duration and date and Time. • The System should work on the principle of On/Off Hook and VOX (Voice operation mode) and all the modes be fully user programmable for individual target lines. • Backup/Archiving of all/selected calls be available. 					
2	Branded Desktop Personal Computer – Intel Pentium Dual Core or Higher, Minimum 2 GB RAM or Higher, 500 GB HDD 7200 RPM, Genuine Licensed Windows 7 Operating System	One Year Onsite Comprehensive	02			
3	1 KVA Offline UPS with minimum 30 Minutes Backup	One Year Onsite Comprehensive	02			
			Total			



Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref No.....

Bank Guarantee No

Dated :

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt _____ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request _____/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3 We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4 We, _____ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of



the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed

_____ office/ Department _____ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, _____ (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____
for _____
(Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.
3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.