

**E-GOVERNANCE**  
**MISSION MODE PROJECT (MMP)**  
**CRIME & CRIMINAL TRACKING NETWORK**  
**AND SYSTEMS**  
**(CCTNS)**

**DRAFT MODEL RFP TEMPLATE**  
**FOR STATE – SYSTEM INTEGRATOR**

**IMPLEMENTATION OF CCTNS**  
**IN**  
**<<STATE / UT>>**  
**VOLUME – II: COMMERCIAL AND BIDDING TERMS**

**(Draft v2.0, 23<sup>rd</sup> August 2010)**



**MINISTRY OF HOME AFFAIRS**  
**GOVERNMENT OF INDIA**



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***This draft model RFP for selection of State System Integrator is a template to be used by the State / UT. The detailed RFP with all the contractual and legal terms has to be prepared by the State / UT utilizing the services of State Project Management Consultant (SPMC).***



## Abbreviations / Acronyms

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BG	Bank Guarantee
CAS	CCTNS Core Application Software
CCTNS	Crime and Criminals Tracking Network System
LD	Liquidated Damages
MHA	Ministry of Home Affairs
NCRB	National Crime Records Bureau
PBG	Performance Bank Guarantee
RFC	Request for Clarification
RFP	Request for Proposal
SDA	Software Development Agency
UAT	User Acceptance Testing

## **1 Introduction**

Availability of relevant and timely information is of utmost necessity in conduct of business by Police, particularly in investigation of crime and in tracking & detection of criminals. Police organizations everywhere have been handling large amounts of information and huge volume of records pertaining to crime and criminals. Information Technology (IT) can play a very vital role in improving the outcomes in the areas of Crime Investigation and Criminal Detection and other functioning of the Police organizations, by facilitating easy recording, retrieval, analysis and sharing of the pile of information. Quick and timely information availability about different facets of Police functions to the right functionaries can bring in a sea change both in crime & criminals handling and related operations, as well as administrative processes.

Creation and maintenance of databases on crime & criminals in digital form for sharing by all the stakeholders in the system is therefore very essential in order to effectively meet the challenges of crime control and maintenance of public order. In order to achieve this, all the States and Union Territories should meet a common minimum threshold in the use of IT, especially for crime & criminals related functions.



## 2 RFP Structure

The content of this model RFP has been documented as a set of two volumes explained below:

### **Volume I: Technical and Functional Requirements**

Volume I of RFP intends to bring out all the details with respect to functional and technical requirements along with details on scope of work, implementation model, and non-functional requirements that <<Nodal Agency's Name>> deems necessary to share with the potential bidders. The information set out in this volume has been broadly categorized as Technical and Functional covering multiple aspects of the requirements.

### **Volume II: Commercial and Bidding Terms**

Volume II of RFP purports to detail out all that may be needed by the potential bidders to understand the evaluation criteria, commercial terms and bid process details.

*<<The State-Project Management Consultant is expected to prepare the Volume I and II of the RFP based on the guidelines. The consultant shall also prepare the Volume III of the RFP to specify the Contractual and Legal Specifications to explain the contractual terms that the implementation agency shall be bound to. It also includes a draft of Master Services Agreement.>>*

This volume is **Volume II**.

### 3 Bidding Process Details

The RFP is not an offer by <<Nodal Agency's Name>> but an invitation to receive proposals from eligible interested parties in respect of the above-mentioned project. The RFP does not commit <<Nodal Agency's Name>> to enter into a binding agreement in respect of the project with the short listed potential bidders.

Potential Bidders are referred to as "Bidders" in this document.

#### 3.1 Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities: << **The milestones and timelines mentioned in the table below are suggestive in nature and may vary based on case to case basis.** >>

S. No	Milestone	Time for Completion
1.	Release of Request For Proposal (RFP)	
2.	Pre-Bid Conference #1 (Explanation of the RFP)	
2.	Last date for submission of written questions by bidders	
3.	Pre- Bid Conference #2	
5.	Last date for Submission of bids	

Note: 'T' is the date when RFP is released to bidders

#### 3.2 General Instructions to Bidders

##### 3.2.1 List of Documents comprising the RFP

The Request for Proposal (RFP) document consists of three volumes:

1. RFP Volume I: Technical and Functional Requirements
2. RFP Volume II: Commercial and Bidding Terms
3. RFP Volume III: Contractual and Legal Specifications <<To be prepared by the State Project Management Consultant as per the State guidelines>>

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

##### 3.2.2 Acknowledgment of Receipt of RFP

It is required by the bidder to acknowledge receipt of this RFP (all 3 volumes) by handing over following information to RFP issuing authority at the address mentioned by hand, fax or e- mail. The bidder is requested to use the format provided in Annexure

6.1 RFP Acknowledgement Form of this RFP for this purpose. A signed copy of the acknowledgement should be sent to the address given below:

<<Nodal Agency's Name>>
Address:
Telephone:
Fax:
Email:

### 3.2.3 Non – Disclosure Agreement

The bidders intending to submit the RFP documents shall submit a Non-Disclosure Agreement to <<Nodal Agency's Name>>, in the format provided in Annexure 6.2 Non – Disclosure Agreement (NDA).

### 3.2.4 Pre-Bid Conference

<<Nodal Agency's Name>> will host a Pre-Bid Conference, tentatively scheduled on <<Date to be added>>. The date, time and venue of the conference will be intimated to all bidders through e-mail or fax. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

### 3.2.5 Bidder Inquiries and <<Nodal Agency's Name>>'s Responses

All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by <<Nodal Agency's Name>> as above in the format specified in Annexure 6.3 Request for Clarification. The mode of delivering written questions would be through post, fax or email. In no event will <<Nodal Agency's Name>> be responsible for ensuring that bidders' inquiries have been received by them.

After the RFP is issued to the bidder, <<Nodal Agency's Name>> shall accept written questions/inquiries from the bidders. <<Nodal Agency's Name>> will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, <<Nodal Agency's Name>> makes no representation or warranty as to the completeness or accuracy of any response, nor does <<Nodal Agency's Name>> undertake to answer all the queries that have been posed by the bidders. All responses given by <<Nodal Agency's Name>> will be distributed to all the bidders. All email communications sent by bidders to <<Nodal Agency's Name>> must be copied (i.e. CC) to <<email id to be added>>

### 3.2.6 Supplementary Information to the RFP

If <<Nodal Agency's Name>> deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be communicated to all the bidders by e-mail or fax and will also be made available on <<Nodal Agency's Name>>'s website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

### 3.2.7 Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this 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 <<Nodal Agency's Name>> to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement provided in Volume III <<Section number, page>>) and all such activities related to the bid process. This RFP does not commit <<Nodal Agency's Name>> to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

### 3.2.8 <<Nodal Agency's Name>>'s Right to terminate the Process

1. <<Nodal Agency's Name>> makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone
2. This RFP does not constitute an offer by <<Nodal Agency's Name>>. The bidder's participation in this process may result in <<Nodal Agency's Name>> selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by <<Nodal Agency's Name>> to execute a contract or to continue negotiations.

### 3.2.9 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of Rupees <<xxx>> only, in the form of a Demand Draft/ Bank Guarantee issued by the bank in favour of 'Name of the Officer' payable at <<branch name>> of any nationalized bank situated at <<City Name>> and valid for 180 days from the due date of the tender. Bid security in any other form will not be accepted. This shall be submitted along with the format provided in the Annexure 6.4 as specified in this RFP.
2. Bank Guarantees are to be issued by Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. Apart from nationalized banks, at present HDFC Bank, ICICI Bank and AXIS Bank are the three private sector banks authorized by the Government.
3. The bid security of all unsuccessful bidders would be refunded by <<Nodal Agency's Name>> within three months of the bidder being notified by <<Nodal Agency's Name>> as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee
4. The bid security amount is interest free and will be refundable to the unsuccessful bidders. In case of the Bank Guarantee the Bank Guarantee will be returned to the unsuccessful bidders.
5. The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
6. The bid security may be forfeited:
  - o If a bidder withdraws its bid during the period of bid validity
  - o In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions

### 3.2.10 Venue & Deadline for submission of proposals

1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to <<Nodal Agency's Name>> at the address specified below:

Name and Address:

Telephone:

Fax:

Email:

2. Last Date & Time of submission: Before <<Date and Time>>
3. <<Nodal Agency's Name>> may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum or by intimating all bidders who have been provided the RFP, in writing , fax or through e-mail, in which case all rights and obligations of <<Nodal Agency's Name>> and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended

### 3.2.11 Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

## 3.3 Bid Submission Instructions

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. <<Nodal Agency's Name>> 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. To assist in the preparation of proposal, <<Nodal Agency's Name>> would be making available a soft copy of this RFP.

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.

### 3.3.1 Mode of Submission

1. Submission of bids shall be in accordance with the instructions given in the Table below:

<b>Envelope 1: Bid Security</b>	The envelope containing the Bid Security shall be sealed and super scribed "Bid Security – CCTNS". This envelope <b>should not</b> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.  <b>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.</b>
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<b>Envelope 2: Response to Pre- Qualification Requirements</b>	<p>The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in this Volume. The envelope containing the Response to Pre-Qualification Requirements shall be sealed and super scribed "Pre-Qualification Requirements – CCTNS" on the top right hand corner and addressed to &lt;&lt;Nodal Agency's Name&gt;&gt; at the address specified in this volume. This envelope <b>should not</b> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>The pre-qualification proposal should be submitted with <b>two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs)</b> with all the contents of the technical proposal. The words "<b>Response to Pre-Qualification Requirements – CCTNS</b>" 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.</p> <p>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.</p>
<b>Envelope 3: Technical Proposal</b>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume. The envelope shall be sealed and super scribed "<b>Technical Proposal – CCTNS</b>" on the top right hand corner and addressed to &lt;&lt;Nodal Agency's Name&gt;&gt; at the address specified in this volume.</p> <p>This envelope <b>should not</b> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>The technical proposal should be submitted with <b>two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs)</b> with all the contents of the technical proposal. The words "<b>Technical Proposal – CCTNS</b>" 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.</p> <p>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.</p>

<p><b>Envelope 4: Commercial Proposal</b></p>	<p><b>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 volume.</b></p> <p>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 "<b>Commercial Proposal – CCTNS</b>". (<b>Not to be opened with the Technical Proposal</b>) at the top right hand corner and addressed to &lt;&lt;Nodal Agency's Name&gt;&gt;at the address specified in this volume.</p>
<p><b>Envelope 5</b></p>	<p>All the above 4 envelopes along with the cover letter, as specified in Annexure 6.5 Bid Cover Letter should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project ("<b>CCTNS: Response to the RFP for Selection of System Integrator for &lt;&lt;State / UT&gt;&gt;</b>").</p>
<p><i>Note:</i></p>	<p><i>The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency.</i></p> <p><i>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.</i></p>

2. <<Nodal Agency's Name>> will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
3. Both the envelopes for commercial and technical proposals shall have the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late" or the technical proposal does not qualify.
4. The bidders are requested to sign across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.
5. The envelope with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract, at the address and time as specified in this RFP.
6. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.
7. <<Nodal Agency's Name>> will not accept delivery of proposal by fax or e-mail. Such proposals shall be rejected.
8. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
9. In exceptional circumstances, at its discretion, <<Nodal Agency's Name>> may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

### 3.3.2 Commercial Proposal

- i) The Bidder is expected to price all the items and services proposed in the Technical Proposal. <<Nodal Agency's Name>> may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
  - ii) Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees.
  - iii) The Commercial Proposal must be detailed and must cover each year of the contract term. The bidder must provide the Commercial Proposal in hardcopy only
- iv) Correction of Error**
- a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by <<Nodal Agency's Name>>. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
  - b) Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
- v) Prices and Price Information**
- a) The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of <<Nodal Agency's Name>> as listed in the Volume I of this RFP. All the prices will be in Indian Rupees
  - b) No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
  - c) The price quoted in the Commercial Proposal shall be the only payment, payable by <<Nodal Agency's Name>> to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between <<Nodal Agency's Name>> and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
  - d) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
  - e) Bidder should provide all prices, quantities as per the prescribed format



given in **Annexure 6.8 Formats for the Commercial Bid** . Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.

- f) It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material and the commercial bid, the technical Bill of Material remains valid. In no circumstances shall the commercial bid be allowed to be changed / modified.
- g) It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder.
- h) The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
- i) All costs incurred due to delay of any sort, shall be borne by the Bidder.
- j) <<Nodal Agency's Name>> reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

### 3.3.3 Language of Proposals

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of <<Nodal Agency's Name>> and will not be returned.

### 3.3.4 Conditions Under which this RFP is issued

- i) This RFP is not an offer and is issued with no commitment. <<Nodal Agency>> reserves the right to withdraw the RFP and change or vary any part thereof at any stage. <<Nodal Agency>>also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii) Timing and sequence of events resulting from this RFP shall ultimately be determined by <<Nodal Agency>>.
- iii) No oral conversations or agreements with any official, agent, or employee of <<Nodal Agency>>shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of <<Nodal Agency>>shall be superseded by the definitive agreement that results from this RFP process. Oral communications by <<Nodal Agency>>to bidders shall not be considered binding on <<Nodal Agency>>, nor shall any written materials provided by any person other than <<Nodal Agency>>.
- iv) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against <<Nodal Agency>>or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- v) Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of <<Nodal Agency's Name>>to leave <<Nodal Agency's Name>>or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of <<Nodal Agency's Name>>

### **3.3.5 Rights to the Content of the Proposal**

All proposals and accompanying documentation of the Technical proposal will become the property of <<Nodal Agency>> and will not be returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. <<Nodal Agency>> is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. <<Nodal Agency>> shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### **3.3.6 Modification and Withdrawal of Proposals**

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire bid security may be forfeited if any of the bidders withdraw their bid during the validity period.

### **3.3.7 Non-Conforming Proposals**

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

1. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming
2. If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

### **3.3.8 Disqualification**

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
2. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
3. The bidder qualifies the proposal with his own conditions
4. Proposal is received in incomplete form
5. Proposal is received after due date and time
6. Proposal is not accompanied by all the requisite documents
7. If bidder provides quotation only for a part of the project
8. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
9. Commercial proposal is enclosed with the same envelope as technical proposal
10. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

11. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately
12. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by <<Nodal Agency's Name>>
13. Bidders may specifically note that while evaluating the proposals, if it comes to <<Nodal Agency's Name>>'s knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by <<Nodal Agency's Name>>
14. The bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

### **3.3.9 Acknowledgement of Understanding of Terms**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

## **3.4 Bid Opening and Evaluation Process**

### **3.4.1 Bid opening sessions**

1. Total transparency will be observed while opening the proposals/bids.
2. <<Nodal Agency>> reserves the rights at all times to postpone or cancel a scheduled bid opening.
3. The bids will be opened, in two sessions, one for Technical and one for Commercial of those bidders whose technical bids qualify, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for <<Nodal Agency's Name>>, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, <<Nodal Agency>> shall go ahead and open the bid of the bidders.
5. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
6. The bid security will be opened by <<Nodal Agency's Name>> for bid evaluation, in the presence of bidders' representatives (only one) who may choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Technical Bid

is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

### 3.4.2 Overall Evaluation Process

1. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
2. <<Nodal Agency's Name>> will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. <<Nodal Agency >> may seek inputs from their professional, external experts in the technical and commercial evaluation process.
3. The <<Nodal Agency>> shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
4. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

### 3.4.3 Evaluation of Technical Proposals

The evaluation of the Technical bids will be carried out in the following manner:

1. The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
2. Proposal Presentations: The committee may invite each bidder to make a presentation to <<Nodal Agency's Name>> at a date, time and venue decided by <<Nodal Agency's Name>>. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.
3. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.
4. Following will be the technical evaluation methodology:
  - Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
  - Only the bidders, who score above the minimum cut-off score in all of the sections AND score a total Technical score of **70 (seventy)** or more, will qualify for the evaluation of their commercial bids. In addition, the bidders are also required to score the minimum cut-off mark defined for each section, as explained below.
  - The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
  - The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.

The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

### **3.4.4 Pre-Qualification Criteria**

### **3.4.5 Pre-Qualification Requirements Proposal**

### 3.4.6 Technical Evaluation Criteria

The bidders shall meet all the mandatory compliance criteria mentioned below. Failure in meeting the mandatory compliance criteria will result in disqualification of the bidder.

<b>Mandatory Compliance</b>	
The technical response must meet all the following mandatory compliance requirements. Failure to meet any of the following criteria will result in the disqualification of the technical bid response.	
1.	Submission of <i>Undertaking on Patent Rights</i> in the format prescribed in this RFP
2.	Submission of <i>Undertaking on Conflict of Interest</i> in the format prescribed in this RFP
3.	Submission of <i>Undertaking on Non-malicious Code Certificate</i> in the format prescribed in this RFP
4.	Submission of <i>Undertaking on Pricing of Items of Technical Response</i> in the format prescribed in this RFP
5.	Submission of undertaking on Offline Functionality in the format prescribed in this RFP
6.	Submission of undertaking on Provision of Required Storage Capacity in the format prescribed in this RFP
7.	Submission of undertaking on Compliance and Sizing of Infrastructure in the format prescribed in this RFP
8.	Submission of undertaking on Provision for Support for Software in the format prescribed in this RFP
9.	Submission of undertaking on Service Level Compliance in the format prescribed in this RFP
10.	Submission of undertaking on Deliverables in the format prescribed in this RFP
11.	Submission of undertaking on Training for Users in the format prescribed in this RFP
12.	Submission of undertaking on Support to Certification in the format prescribed in this RFP
13.	Submission of undertaking on Exit Management and Transition in the format prescribed in this RFP
14.	Submission of undertaking on Continuous Improvement in the format prescribed in this RFP
15.	Submission of undertaking on Personnel in the format prescribed in this RFP

16.	Submission of undertaking on Provision of Work Environment in the format prescribed in this RFP
17.	Submission of undertaking on Changes to the Contract Clauses in the format prescribed in this RFP
18.	The client side, server side, and network infrastructure proposed shall meet all the specifications mentioned in this RFP. The bidder shall provide compliance matrix for each of the proposed components indicating compliance.
19.	Detailed logic of arriving at the Storage Capacity provided by the bidder and the details of the storage configuration (usage space, number of FC and SATA disks with RAID levels, storage expandability/capability in terms of maximum number of disks, ...).
20.	Submission of undertaking on OEM Authorization

### Technical Evaluation Scoring Matrix:

No	Evaluation Criterion	Max score	Cut off score
<b>1</b>	<b>Previous Project Experience</b>	<b>35</b>	<b>25</b>
A	Previous Software Services (design/development of solution) project experience in the chosen technology stack <ul style="list-style-type: none"> <li>• Profile (scope, duration, ...) of the projects</li> <li>• Recency of the Projects</li> <li>• Whether the project is completed</li> </ul>	5	
B	Previous project experience related to Site Preparation and Installation and Commissioning of Client Side Infrastructure for multi-site, geographically spread project locations <ul style="list-style-type: none"> <li>• Profile (scope, duration, ...) of the projects</li> <li>• Recency of the Projects</li> <li>• Whether the project is completed</li> </ul>	5	
C	Previous project experience related to Networking for multi-site, geographically spread project locations <ul style="list-style-type: none"> <li>• Profile (scope, duration, ...) of the projects</li> <li>• Recency of the Projects</li> <li>• Whether the project is completed</li> </ul>	5	

D	<p>Previous project experience related to Setting up of Infrastructure (Server, Storage,...) for a Data Center and Disaster Recovery Center</p> <ul style="list-style-type: none"> <li>• Profile (scope, duration, ...) of the projects</li> <li>• Recency of the Projects</li> <li>• Whether the project is completed</li> </ul>	5	
E	<p>Previous project experience in Data Migration / Data Digitization</p> <ul style="list-style-type: none"> <li>• Profile (scope, duration, ...) of the projects</li> <li>• Recency of the Projects</li> <li>• Whether the project is completed</li> </ul>	5	
F	<p>Previous project experience in implementing Capacity Building / Change Management</p> <ul style="list-style-type: none"> <li>• Profile (scope, duration, ...) of the project</li> <li>• Recency of the Projects</li> <li>• Whether the project is completed</li> </ul>	5	
G	<p>Previous project experience in Operations and Maintenance of the project</p>	5	
<b>2</b>	<b>Detailed Methodology</b>	<b>15</b>	<b>10</b>
A	Methodology for Data Migration	5	
B	Methodology for Change Management and Capacity Building	5	
C	Methodology for Exit Management	5	
<b>3</b>	<b>Proposed Team and Governance Structure</b>	<b>35</b>	<b>25</b>
A	Proposed Governance Structure and Escalation Mechanism	5	
B	Proposed team and profiles for Application development and Configuration	3	
C	Proposed team and profiles for Capacity Building	5	



D	Proposed team and profiles for Change Management	5	
E	Proposed team and profiles for Data Migration / Data Digitization	5	
F	Proposed team and profiles for Infrastructure setup	3	
G	Proposed team and profiles for Networking and related components	3	
H	Proposed team and profiles for Domain Experts	3	
I	Proposed team for Operations and Maintenance	3	
<b>4</b>	<b>Project Plan</b>	<b>15</b>	<b>10</b>
A	Comprehensiveness of the project plan	3	
B	Activities, sequencing, dependencies among activities	3	
C	Resource planning, allocation and loading	3	
E	Proposed Status Reporting mechanism	3	
F	Risk Management & Mitigation plan	3	
	<b>Total</b>	<b>100</b>	<b>70</b>

### 3.4.7 Technical Proposal

1. All the mandatory undertakings
2. The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP Volume I. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to the proposal.
3. Previous Project Experience for all the criterion in the technical evaluation matrix in the format provided in the RFP
4. Proposed Methodology for Data Migration, Change Management / Capacity Building, and Exit Management
5. The Technical Proposal should address the following: << **The below list includes most of the points to cover, however if required, the State/ UT may add, delete or modify them as per their state's specific features.**>>
  - Overview of the proposed solution that meets the requirements specified in the RFP
  - Overall proposed Solution, technology, and deployment architecture
  - Details of the Solution as per the format provided in the RFP
  - Bill of material of all the components (i.e. software, hardware, etc.) as per the formats provided in the RFP
  - Approach & methodology for project development and implementation including the project plan
  - Overall Governance Structure and Escalation Mechanism
  - Project team structure, size, capability and deployment plan (Total Staffing plan including numbers)
  - Training and Communication Strategy for key stakeholders of the project
  - Key Deliverables (along with example deliverables, where possible)
6. Bidder must provide the team structure and the resumes of key profiles within each team such as manager(s), technical experts, domain experts, etc responsible for the management of this project in the format provided in the RFP
7. Comprehensive Project Plan Along with Manpower deployment plan and resources to be dedicated to the project.

### 3.4.8 Evaluation of Commercial Bids

The Commercial Bids of only the technically qualified bidders will be opened for evaluation.

Since the payments to the SI will be made over a period of over six years (a minimum of 12 months for the Implementation Phase followed by five years for Operations and Maintenance Services), the DCF method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest bidder.

The State will evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing government borrowing rate. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids. The bid with the lowest Net Present Value (NPV) determined using the DCF method will be selected.

Detailed modalities for applying DCF technique are as below:

1. Net Present Value (NPV) method will be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated in Para (6) below.
2. Discounting rate to be used under the method is to be the Government of India's lending rate on loans given to State Governments. These rates are notified by Budget Division of Ministry of Finance annually. The latest one is Ministry of Finance OM No F5(3) PD/2008 dated 30 October 2008 (as per which the borrowing rate is 9%). The State will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
3. NPV will be calculated on the annual cash outflows.
4. Standard software for example 'Excel', 'Lotus 1-2-3' or any other spreadsheet, which comes preloaded as part of a personal computer will be used for NPV analysis.
5. The blended person month cost for 300 person months will be considered in the cash flows in the first year
6. The NPV will be calculated using the formula below:

$$NPV = C_0 + C_1/(1+r)^1 + C_2/(1+r)^2 + C_3/(1+r)^3 + C_4/(1+r)^4 + C_5/(1+r)^5$$

Where,

$C_0$  ...  $C_5$  are the yearly cash outflows as illustrated below

- i.  $C_0$  is the Sum of the below components
  - a) Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 8, refer to Pricing Summary Sheet)
  - b) Blended Person Month Cost for 300 Person Months (refer to Pricing Summary Sheet)

- ii.  $C_1$  is Cost of Operations and Maintenance Services for the 1<sup>st</sup> year after "Go-Live"
- iii.  $C_2$  is Cost of Operations and Maintenance Services for the 2<sup>nd</sup> year after "Go-Live"
- iv.  $C_3$  is Cost of Operations and Maintenance Services for the 3<sup>rd</sup> year after "Go-Live"
- v.  $C_4$  is Cost of Operations and Maintenance Services for the 4<sup>th</sup> year after "Go-Live"
- vi.  $C_5$  is Cost of Operations and Maintenance Services for the 5<sup>th</sup> year after "Go-Live"
- vii.  $r$  is the annual discounting rate as specified in Para (2) above

*For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids.*

*The scores will be calculated as:*

$$\mathbf{Bn = 0.3 * Tn + (0.7) * (Cmin / Cb * 100)}$$

*Where*

*Bn = overall score of bidder under consideration (calculated up to two decimal points)*

*Tn = Technical score for the bidder under consideration*

*Cb = NPV (as calculated above) for the bidder under consideration*

*Cmin = Lowest NPV (as calculated above) among the financial proposals under consideration*

*The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.*

## **4 Award of Contract**

### **4.1 Award Criteria**

<<Nodal Agency's Name>> will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

### **4.2 <<Nodal Agency's Name>>'s Right To Accept Any Proposal and To Reject Any Or All Proposals**

<<Nodal Agency's Name>> reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, 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 <<Nodal Agency's Name>>'s action.

### **4.3 Notification of Award**

Prior to the expiration of the validity period, <<Nodal Agency's Name>> will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance bank guarantee, <<Nodal Agency's Name>> will promptly notify each unsuccessful bidder and return their Bid Security.

### **4.4 Contract Finalization and Award**

The <<Nodal Agency>> shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. If it is unable to finalize the contract with the bidder ranked first due to any reason, the <<Nodal Agency>> may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded. <<Nodal Agency>> reserves the right to present a contract to the bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of the <<Nodal Agency>>, the most advantageous and represents the best value to the proposed project, price and other factors considered. Evaluations will be based on the proposals, and any additional information requested by the <<Nodal Agency>>. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after "Go-live".

### **4.5 Signing of Contract**

At the same time as <<Nodal Agency's Name>> notifies the successful bidder that its proposal has been accepted, <<Nodal Agency's Name>> shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between <<Nodal Agency's Name>> and the successful bidder. The Model agreement (Draft MSA) is provided in RFP Volume III.

<<Nodal Agency's Name>> shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful bidder.

## **4.6 Suggestions on the Draft Contract**

- a. A draft contract including the standard terms and all the other terms specific to the implementation of the solution is circulated as Volume III of this RFP. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.
- b. However the bidder is requested to indicate as per the form specified in the Annexure, the changes the bidder desires to have and the reason for the same. This is only a solicitation of suggestions for change.
- c. However, it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process should be construed as any commitment from <<Nodal Agency>> to consider those suggestions.
- d. The bidder should not suggest any change that has financial or commercial implications during the execution of the contract and is against the basic spirit of procuring the services for the implementation of the project

The bidder is also requested not to base the commercial quote during the e-auction on the assumptions that the suggestions for changes to the draft contract will be accepted by <<Nodal Agency>>

<< SPMC is required to develop the form for "suggestions to changes to the draft contract">>

## **4.7 Failure to agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NCRB may award the contract to the next best value bidder as per section 3.4.4 in this RFP or call for new proposals or invoke the PBG.

## 5 Payment Terms and Schedule

### 5.1 Advance Bank Guarantee

An advance bank guarantee equalling to the sum of Rs.... (advance payment to the bidder) would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. At present HDFC Bank, ICICI Bank and AXIS Bank are the only three private sector banks authorized by the Government. Details of the bank are to be furnished in the commercial offer. The Advance Bank Guarantee should be furnished at the time of signing of the contract and should be valid for entire term of the contract.

### 5.2 Performance Bank Guarantee

A PBG of 10% of value of the contract would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. At present HDFC Bank, ICICI Bank and AXIS Bank are the only three private sector banks authorized by the Government. Details of the bank are to be furnished in the commercial offer. The PBG should be furnished within 15 days from the signing of the contract and should be valid for entire term of the contract.

### 5.3 Liquidated Damages

In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents and supply the solution / equipment as per schedule specified in this RFP, <<Nodal Agency's Name>> may at its discretion withhold any payment until the completion of the contract. <<Nodal Agency's Name>> may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services (as detailed in Volume I of this RFP) for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to <<Nodal Agency's Name>> under the contract and law.

### 5.4 Payment Schedules and Milestones

The successful bidder will sign a Service Level Agreement (SLA) with <<Nodal Agency's Name>> covering all the required services.

The payment schedule and milestones are divided into two phases:

- A) Implementation Phase
- B) Operations and Maintenance Phase

### 5.4.1 Milestones and Payment Schedules for Implementation Phase

S. No.	Payment Milestones for the Implementation phase	% Payment
1.	M1: Advance	10%
2.	M2: Pre – Go Live Readiness <sup>1</sup> in the Phase I Districts ( <<Limit to one or two Districts in the State in Phase I >> )	10%
3.	M3: Go-Live <sup>2</sup> in the Phase I Districts ( <<Limit to one or two Districts in the State in Phase I >> )	15%
4.	M4: Pre – Go Live Readiness <sup>1</sup> in the Phase II Districts	10%
5.	M5: Go-Live <sup>2</sup> in the Phase II Districts	15%
6.	M6: Pre – Go Live Readiness <sup>1</sup> in the Phase III Districts	10%
7.	M7: Go-Live <sup>2</sup> in the Phase III Districts	15%
8.	M8: Go-Live <sup>2</sup> in all the remaining 10% of Police Stations / Higher Offices	5%
9.	M9: Go-Live <sup>2</sup> in all the remaining Police Stations / Higher Offices	5%
10.	M10: Successful integration with CAS (Center) and successful transfer of the data for three months in succession	5%

1. Pre – Go Live Readiness of Districts under Phase requires Completion and Acceptance of the following activities in at least 50% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase

- Data Migration / Digitization
- Capacity Building Program covering the targeted personnel
- Change Management Initiatives covering the targeted personnel
- Site Preparation
- Delivery and Commissioning of Client Side Infrastructure
- Networking

2. Go-Live in the Phase requires Completion and Acceptance of the following activities in at least 85% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase

- Data Migration / Digitization
- Capacity Building Program covering the targeted personnel
- Change Management Initiatives covering the targeted personnel
- Site Preparation
- Delivery and Commissioning of Client Side Infrastructure



- Networking
- Commission of the Configured, Customized, and Extended CAS (State)
- The PS / HO have completely migrated to the new application and the police station and the higher offices' personnel are successfully conducting the intended functions through the application

#### **5.4.2 Milestones and payment Schedules for Operations and Maintenance Phase**

The operations and maintenance phase is for a period of five years post Go-Live in the last district. The lump-sum cost quoted for the Operations and Maintenance Phase will be divided into 10 equated instalments and made as 10 equal payments upon satisfactorily adhering to the SLAs. The payments during the Operations and Maintenance Phase will be made at the end of every six months after the delivery of the services upon satisfactorily adhering to the SLAs defined in the volume 1 of this RFP.

## 6 Annexure

### 6.1 RFP Acknowledgement Form

(Company Letterhead)

[Date]

To,  
<<Address to be added>> ,

**Sub: Acknowledgement of Request for Proposal (RFP)**

Dear Sir,

1. This is to notify you that we have received the complete set of RFP documents circulated by your organization for <<Nodal Agency's Name>> .
2. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between <<Nodal Agency's Name>> and our organization.

	Primary Contact	Secondary Contact
<b>Name:</b>		
<b>Title:</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Mobile:</b>		
<b>Fax:</b>		
<b>E-mail:</b>		

3. We understand that it will be the responsibility of our organization to keep <<Nodal Agency's Name>> informed of any changes in this list of authorized persons and we fully understand that <<Nodal Agency's Name>> shall not be responsible for non receipt or non delivery of any communication and/or any missing communication in



## **6.2 Non – Disclosure Agreement (NDA)**

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, <<Nodal Agency’s Name>>., \_\_\_\_\_, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

### **WHEREAS**

1. The “Purchaser” has issued a public notice inviting various organizations to propose for hiring services of an organization for provision of services under the CCTNS Project (hereinafter called the “Project”) of the Purchaser;
2. The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
  - a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
  - b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
  - c. Use the Information only as needed for the purpose of bidding for the Project;
  - d. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
  - e. Undertake to document the number of copies it makes
  - f. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
  - a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
  - b. Is or becomes publicly known through no wrongful act of the Bidder; or
  - c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.
7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
12. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

\_\_\_\_\_  
(Signature)  
(Name of the Authorized Signatory)  
Date  
Address  
Location:

### 6.3 Request for Clarification

Bidders requiring specific points of clarification may communicate with <<Nodal Agency's Name>> during the specified period using the following format:

<<Name & Address>>			
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
		Tel:	
		Fax:	
		Email:	
<b>S. No</b>	<b>Bidding Document Reference(s) (section number/page)</b>	<b>Content of RFP requiring Clarification</b>	<b>Points of clarification required</b>
1			
2			

## 6.4 Earnest Money Deposit

1. In consideration of \_\_\_\_\_ (hereinafter called the "Government") represented by \_\_\_\_\_, on the first part and M/s \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Bidder") on the Second part, having agreed to accept the Earnest Money Deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Bank Guarantee for the Request for Proposal for procurement of \_\_\_\_\_ we \_\_\_\_\_ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay to the Government forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid up to a period of 180 days from the due date of the tender. It will, however, be open to the Government to return the Guarantee earlier than this period to the System Integrator, in case the System Integrator does not qualify for the commercial negotiations by the Commercial Negotiations Committee (CNC) as constituted by the Government after a recommendation is made by the CNC on the bid(s) after an evaluation.

2. In the event of the System Integrator withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the Guarantee deposited by the System Integrator stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

3. No interest shall be payable by the Government to the System Integrator on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010

For the Bank of \_\_\_\_\_

(Agent/Manager)

## 6.5 Bid Cover Letter

### [Cover Letter]

[Date]

To,

<<Address to be added>>

Dear Sir,

Ref: **RFP for Implementation of CCTNS in <<State / UT>>**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the CCTNS Project.

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to <<Nodal Agency's Name>> is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of <<SIX MONTHS>> from the date fixed for bid opening.

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the Annexure 6.10 of this RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this      Day of              **2010**

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

---



(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I,....., the Company Secretary of ....., certify that  
..... who signed the above Bid is authorized to do so  
and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal)

(Name)

## 6.6 Formats for the Pre-Qualification Response

### 6.6.1 DETAILS OF THE ORGANIZATION

Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Certificate of Incorporation from Registrar Of Companies( ROC) b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company	

### 6.6.2 FINANCIAL INFORMATION

Financial Information			
	FY 20xx-yy	FY 20ww-xx	FY 20vv-ww
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents:			
a) Auditor Certified financial statements for the Last three financial years; 20xx-yy, 20ww-xx, and 20vv-ww (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)			

### 6.6.3 RELEVANT IT PROJECT EXPERIENCE

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents: a) Letter from the client to indicate the successful completion of the projects	
<b>Project Capability Demonstration</b>	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria).  These capabilities may be spread over the five projects (which are part of minimum	

qualification criteria) and not essentially in this project alone.

#### 6.6.4 RELEVANT E-GOVERNANCE PROJECT EXPERIENCE

Relevant e-Governance project experience (provide no more than 2 projects in the last 5 years)	
<b>General Information</b>	
<b>Name of the project</b>	
<b>Client for which the project was executed</b>	
<b>Name and contact details of the client</b>	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Place (town, state) where the project was executed (deployment, operations and maintenance)	
Duration of the project (no. of months, start date, completion date, current status)	
<b>Other Relevant Information</b>	
<b>Mandatory Supporting Documents:</b>	

<p>a) Letter from the client to indicate the successful completion of the projects</p> <p>b) Letter from the client to indicate the successful completion of the projects (setting up software, hardware and network infrastructure and building and deploying the application)</p> <p>c) Copies of the CMMi level 3 assessments.</p>
<p><b>Project Capability Demonstration</b></p>
<p>Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria)</p> <p>These capabilities may be spread over the 2 projects (which are part of minimum qualification criteria) and not essentially in this project alone.</p>

### 6.6.5 RELEVANT SOFTWARE SERVICES PROJECT EXPERIENCE

<p><b>Relevant IT project experience</b> (provide no more than 1 project in the last 5 years)</p>	
<p><b>General Information</b></p>	
<p><b>Name of the project</b></p>	
<p><b>Client for which the project was executed</b></p>	
<p><b>Name and contact details of the client</b></p>	
<p><b>Project Details</b></p>	
<p>Description of the project</p>	
<p>Scope of services</p>	
<p>Service levels being offered/ Quality of service (QOS)</p>	
<p>Technologies used</p>	
<p>Outcomes of the project</p>	
<p><b>Other Details</b></p>	

Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents: a) Letter from the client to indicate the successful completion of the projects	
<b>Project Capability Demonstration</b>	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria)	

## 6.7 Formats for the Technical Bid Response

### 6.7.1 Undertaking on Patent Rights

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Patent Rights**

Sir,

1. I/We as System Integrator (SI) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipments, systems or any part thereof to be supplied by us. We shall indemnify <<Nodal Agency's Name>> against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SI shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to <<Nodal Agency's Name>> and persons authorized by <<Nodal Agency's Name>>, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

3. If it is found that it does infringe on patent rights, I/We absolve <<Nodal Agency's Name>> of any legal action.

Yours faithfully,

Authorized Signatory

Designation

## **6.7.2 Undertaking on Conflict of Interest**

(Company letterhead)

[Date]

To

<<Address to be added>>

### **Sub: Undertaking on Conflict of Interest**

Sir,

I/We as System Integrator (SI) do hereby undertake that there is, absence of, actual or potential conflict of interest on the part of the SI or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with <<Nodal Agency's Name>>.

I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the SI to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold <<Nodal Agency's Name>> harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by <<Nodal Agency's Name>> and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation



### **6.7.3 Non-Malicious Code Certificate**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Non-Malicious Code Certificate**

Sir,

1. I/We hereby certify that the software being offered / developed as part of the contract does not and will not contain any kind of malicious code that would activate procedures to:

(a) Inhibit the desired and the designed function of the equipment / solution.

(b) Cause damage to the user or his equipment / solution during the operational exploitation of the equipment / solution.

(c) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are / will be no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software offered or software that will be developed.

3. Without prejudice to any other rights and remedies available to <<Nodal Agency's Name>>, we are liable under Information Technology Act, 2000 and Indian Penal Code 1860 in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in offered / developed software.

Yours faithfully,

Authorised Signatory  
Designation

#### **6.7.4 Undertaking On Pricing of Items of Technical Response**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Clarifications sent to <<Nodal Agency's Name>>.**

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,

Authorized Signatory  
Designation

### **6.7.5 Undertaking on Offline Functionality**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Offline Functionality**

Sir,

1. I/We as System Integrator do hereby undertake to design and develop all the offline functionality required by <<Nodal Agency>> for the CCTNS.
2. We acknowledge that the offline functionality requirement stated in Volume – I of the RFP is indicative and that the complete range of required offline functionality will be identified and clarified **during the systems study phase** of the CCTNS project. We further confirm that we undertake to design and develop the offline functionality identified during the systems study phase as required by <<Nodal Agency>> to be part of CCTNS Project.

Yours faithfully,

Authorized Signatory

Designation

## 6.7.6 Undertaking on Provision for Required Storage Capacity

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Provision for Required Storage Capacity**

Sir,

1. I/We as System Integrator do hereby undertake that the proposed storage at the Data Center meets the minimum RFP requirements in terms of a minimum usable capacity of XXTB (with XXTB on FC and XXTB on SATA or equivalent drives with storage array (FC) configured on Raid **XX** configuration) on the day of commissioning the infrastructure. The same will be applicable to the Disaster Recovery Site also.
2. I/We as System Integrator do hereby undertake that the proposed storage at the Data Center and Disaster Recovery Site as per our sizing will be sufficient to meet the RFP requirements in terms of storing the case information for XX police stations with an average of XX cases per month per police station for the historical data of 10 years and future data of 5 years.
3. Any augmentation of the storage up to XX TB to meet the above said requirements (case information for XX police stations with an average of XX cases per month per police station for the historical data of 10 years and future data of 5 years, with an average case file size of XMB per case file) will be carried out at no additional cost to <<Nodal Agency>>.

Yours faithfully,

Authorized Signatory

Designation

### 6.7.7 Undertaking on Compliance and Sizing of Infrastructure

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Compliance and Sizing of Infrastructure**

Sir,

1. I/We as System Integrator do hereby undertake that we have proposed and sized the hardware and all software (including licenses) based on information provided by <<Nodal Agency>> in its RFP document and in accordance with the Service Level requirements and minimum specifications provided for Software licenses, Servers, SAN Storage, SAN Switch, Tape Library, Enterprise Management System, Anti Virus, Backup Software and assure <<Nodal Agency>> that the sizing is for all the functionality envisaged in the RFP document.
2. Any augmentation of the proposed solution or sizing of any of the proposed solutions (software, hardware,...) in order to meet the minimum tender requirements and/or the requisite Service Level requirements given by <<Nodal Agency>> will be carried out at no additional cost to <<Nodal Agency>>.

Yours faithfully,

Authorized Signatory

Designation

## **6.7.8 Undertaking on Provision of Support for Software**

(Company letterhead)

[Date]

To

<<Address to be added>>

### **Sub: Undertaking on Provision of Support for Software**

Sir,

1. I/We as System Integrator do hereby undertake the provision for ATS/Warranty support (Services as defined in Section XXX of Volume I (Scope Services) of RFP) by OEM/OSV/IV for all the primary components (Web Server, Application Server, Database and Operating System) of the Core Application Software for both State and Centre during the duration of the contract period.

2. We also undertake to provide the support needed for any 3<sup>rd</sup> party products proposed as part of Application Software during the duration of the contract period.

Yours faithfully,

Authorized Signatory

Designation

## **6.7.9 Undertaking on Service Level Compliance**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Service Level Compliance**

Sir,

1. I/We as System Integrator do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the Addendum to the RFP to provide quality service to <<Nodal Agency>>..
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/or the Service Level requirements given by <<Nodal Agency>>., then we will augment the team without any additional cost to <<Nodal Agency>>.

Yours faithfully,

Authorized Signatory

Designation

## 6.7.10 Undertaking on Deliverables

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Deliverables**

Sir,

1. I/We as System Integrator do hereby undertake the adherence of <<>> Certification or above standards to the processes, deliverables/artefacts to be submitted to <<Nodal Agency>> proposed as part of the CCTNS Software for both State and Centre.

2. We also recognize and undertake that the Deliverables/artefacts shall be presented and explained to <<Nodal Agency>> and other key stakeholders (identified by <<Nodal Agency>>), and also take the responsibility to provided clarifications as requested by <<Nodal Agency>>.

3. We also understand that the acceptance, approval and sign-off of the deliverables by <<Nodal Agency>> will be done on the advice of <<Core Group and/or the CTT and/or the SPMU>>. We understand that while all efforts shall be made to accept and convey the acceptance of each deliverable in accordance with the project schedule, no deliverable will be considered accepted until a specific written communication to that effect is made by <<Nodal Agency>>..

Yours faithfully,

Authorized Signatory

Designation



## **6.7.11 Undertaking on Training the Users**

(Company letterhead)

[Date]

To

<<Address to be added>>

### **Sub: Undertaking on Training the Users**

Sir,

1. I/We hereby undertake to train users (to be identified by <<Nodal Agency>>) as per <<Nodal Agency>>'s requirements stated in the Request for Proposal (RFP). We further undertake that:

- i. We shall carry out a comprehensive training needs analysis and accordingly design the training program
- ii. Our training program would include, at the minimum, classroom training followed by supervised work sessions
- iii. We shall prepare all necessary training materials and deliver the training

Yours faithfully,

Authorized Signatory

Designation

## **6.7.12 Undertaking on Support to Certification**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Support to Certification**

Sir,

1. I/We understand that application (including the application and the associated IT systems) have to be certified by a 3<sup>rd</sup> party agency (to be identified by <<Nodal Agency>>) before the system is commissioned.

2. I/We understand that while the certification expenses will be borne by <<Nodal Agency>>, the responsibility to ensure successful certification lies with the System Integrator.

3. I/We hereby undertake that we shall do all that is required of the System Integrator to ensure that system will meet all the conditions required for successful certification.

Yours faithfully,

Authorized Signatory

Designation

### 6.7.13 Undertaking on Exit Management and Transition

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Exit Management and Transition**

Sir,

1. I/We hereby undertake that at the time of completion of the engagement, we shall successfully carry out the exit management and transition (to <<Nodal Agency>> or to an agency identified by <<Nodal Agency>>) to <<Nodal Agency>>'s satisfaction.

2. I/We further undertake to complete the following as part of the Exit Management and Transition:

- i. Capacity Building at <<Nodal Agency>>
  - a. We undertake to design team/organization structure at <<Nodal Agency>> to manage the system
  - b. We undertake to carry out an analysis of the skill set requirement at <<Nodal Agency>> to manage system and carry out the training & knowledge transfer required at <<Nodal Agency>> to manage system
- ii. Transition of project artefacts and assets
  - a. We undertake to complete the updating of all project documents and other artefacts and handover the same to <<Nodal Agency>> before transition
  - b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train <<Nodal Agency>> personnel on the same.

3. I/We also understand that the Exit Management and Transition will be considered complete on the basis of approval from <<Nodal Agency>>.

Yours faithfully,

Authorized Signatory

Designation

## 6.7.14 Undertaking on Continuous Improvement

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Continuous Improvement**

Sir,

1. I/We understand that Continuous improvement of application is highly critical for <<Nodal Agency>> and that the System Integrator is expected to be the prime driver of continuous improvement during the application management phase.

2. I/We also understand that the improvements proposed as part of this Continuous Improvement initiative will not be the usual run-of-the-mill enhancements, but will be significant changes that result in a quantum leap in meeting user needs and improving the outcomes in policing.

3. I/We further understand that whether a proposed change forms part of *Continuous Improvement* or is a minor change that will have to be incorporated into the application as part of the Application Management Services will be determined by the <<Empowered Committee>>.

Yours faithfully,

Authorized Signatory

Designation

## 6.7.15 Undertaking on Personnel

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Personnel**

Sir,

1. I/We as System Integrator do hereby undertake that those persons whose profiles were part of the basis for evaluation of the bids and have been identified as "Key Personnel" of the proposed team, including Project Manager, Lead Technical Architects, Modelling/Database Expert, Lead Business Analyst, Technical Writer, and Domain Expert for the design and development of software for the CCTNS project, shall be deployed during the Project as per our bid submitted in response to the RFP.
2. We undertake that any of the identified "Key Personnel" shall not be removed or replaced without the prior written consent of <<Nodal Agency>>.
3. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by <<Nodal Agency>>. <<Nodal Agency>> will have the right to accept or reject these substitute profiles.
4. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
5. We acknowledge that <<Nodal Agency>> has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of <<Nodal Agency>> that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,

Authorized Signatory

Designation

## **6.7.16 Undertaking on Provision of Work Environment at NCRB**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Provision of Work Environment at NCRB**

Sir,

1. I/We as System Integrator do hereby understand that the onsite team of Software Development Agency operating out of <<Nodal Agency>> premises will be provided only with seating space. Any other requirements such as desktops, software will be System Integrator's responsibility.

Yours faithfully,

Authorized Signatory

Designation

### **6.7.17 Undertaking on Changes to the Contract Clauses**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Changes to Contract Clauses**

Sir,

1. I/We as System Integrator do hereby acknowledge that we understand that the request for changes to contract clauses and any other terms and conditions in the RFP, submitted in our proposal as per the RFP are just suggestions for change.
2. We understand that it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process will be construed as any commitment from <<Nodal Agency>> to consider those suggestions.

Yours faithfully,

Authorized Signatory

Designation

### 6.7.18 Undertaking from OEM on Authorization of use of their OEM products

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Authorization of <company name of SI> to Provide Services Based on Our Product(s)**

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of SI> ("SI") have due authorization from us to provide services, to <<Nodal Agency>>, that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to providing of the solution, Implementation, training & maintenance services, Information Technology Infrastructure and System Integration services to <<Nodal Agency>>. We further endorse the warranty, contracting and licensing terms provided by SI to <<Nodal Agency>>

<u>Sr. No.</u>	<u>Product Name</u>	<u>Remarks</u>
1.		
2.		
3.		

Yours faithfully,

Authorised Signatory

Designation

OEM's company name

CC: SI's corporate name



## 6.7.19 Profiles of the Previous Project Experience

Relevant Project experience (Provide no more than 3 projects in the last 5 years)	
<b>General Information</b>	
<b>Name of the project</b>	
<b>Client for which the project was executed</b>	
<b>Name and contact details of the client</b>	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
<b>Project Capability Demonstration</b>	
Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.	

6.7.20 Solution Information

	Solution Information					
<p><b>The below list is indicative only</b></p>	<p>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</p> <p>It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding</p>	<p>Version and Year of Release</p>	<p>Original Supplier</p>	<p>Description (include major features/services only)</p>	<p>O&amp;M Support (Warranty/ATS/... as required as per RFP) Provided By</p>	<p>Reference in the Submitted Proposal (Please provide page number/section-number/volume)</p>

	cells					
<b>CAS (State) Solution</b>						
Webserver						
Application Server						
Database						
Operating System						
Others						
Reporting Engine						
Email/Messaging						
Search Engine						
Portal Server						

*E-Governance Mission Mode Project: Crime & Criminals Tracking Network and Systems*

Workflow Engine						
Rules Engine						
Directory Services						
DMS/CMS						
Security						
Identity Management						
Audit						
ETL						
Any Other Proposed						
<b>CAS (State) Offline Solution</b>						
Synchronization Solution						
Application Container						
Database						
Others						
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)						

Any Other Proposed						
<b>Technical Environment</b>						
Project Management Information System (PMIS)				Please provide the list of services offered as part of the PMIS solution		
Configuration Management						
Issue Tracker						
Any Other Proposed						
<b>Infrastructure Services (at DC/DR)</b>						
EMS				Please provide the list of services offered as part of the EMS solution		
Load Balancers						
Backup Software						
Helpdesk						
Antivirus						
SAN Management Software						

Any Other Proposed						
--------------------	--	--	--	--	--	--

**6.7.21 Technical Bill of Materials for Software**

Technical Bill of Materials (Software Solutions)							
<p><b>The below list is indicative only</b></p> <p><b>In case the number of licenses offered are different for each of the services within the solution (ex, multiple services within EMS are provisioned with different licenses), please insert rows under the solution head and provide the information</b></p>	<p>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</p>	<p>Unit of Measurement</p>	<p>Number of Licenes (Development Environment)</p>	<p>Number of Licenes (UAT)</p>	<p>Number of Licenes (Training)</p>	<p>Number of Licenes (Data Center - Production)</p>	<p>Number of Licenes (DR Site)</p>
	<p>It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding</p>		<p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>

	cells						
<b>CAS (State) Solution</b>							
Webserver							
Application Server							
Database							
Operating System							
Others							
Engine Reporting							
Email/Messagin							

g							
Search Engine							
Portal Server							
Workflow Engine							
Rules Engine							
Directory Services							
DMS/CMS							
Security							
Identity Management							
Audit							
ETL							
Any Other Proposed							
<b>CAS (State) Offline Solution</b>							
Synchronization Solution							



Application Container							
Database							
Others							
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)							
Any Other Proposed							
<b>Technical Environment at NCRB</b>							
Project Management Information System							
Configuration Management							
Issue Tracker							
Any Other Proposed							
<b>Infrastructure Services (at DC/DR)</b>							

EMS							
Load Balancers							
Backup Software							
Helpdesk							
Antivirus							
SAN Management Software							
Any Other Proposed							

**6.7.22 Technical Bill of Materials for Infrastructure**

E-Governance Mission Mode Project: Crime & Criminals Tracking Network and Systems

Technical Bill of Materials - H/W															
	Reference of the server/storage information in the Submitted Proposal (Please provide page number/section-number/volume)	Services proposed to be hosted on the Server	Quantity	Make and Model	Year of Introduction	Operating System along with version (if applicable)	Processor and Number of Cores Offered (if applicable)	Architecture (RISC/EPIC/CISC) (if applicable)	RAM (if applicable)	HDD (if applicable)	LAN Ports (if applicable)	HBA (if applicable)	Additional Information as required to indicate the compliance to the requirements in the RFP (ex, Capacity, Disk Space,...)	Compliance Matrix Provided as per the format given in the RFP (Yes/No) In case the matrix is not provided, please provide the same	Data Sheets Provided in the Proposal (Yes/No) In case the datasheets are not provided, please provide the same
Data Center															
Production CAS (State) Application Services Related Servers (Web, Portal, Application, Database, Directory...)															
Insert each item in a separate row as required															
Infrastructure Services Related Servers (EMS, AntiVirus, Backup, DNS,...)															
Insert each item in a separate row as required															
SAN Storage															
SAN Switch															
FC-IP Router															
Tape Library															
Technical Environment at NCRB (Project Management, Configuration Management, Issue Tracker,...)															
Insert each item in a separate row as required															
UAT Environment															
Insert each item in a separate row as required															
Training Environment															
Insert each item in a separate row as required															

*E-Governance Mission Mode Project: Crime & Criminals Tracking Network and Systems*

Technical Bill of Materials - H/W															
	Reference of the server/storage information in the Submitted Proposal (Please provide page number/section-number/volume)	Services proposed to be hosted on the Server	Quantity	Make and Model	Year of Introduction	Operating System along with version (If applicable)	Processor and Number of Cores Offered (If applicable)	Architecture (RISC/EPIC/CISC) (If applicable)	RAM (If applicable)	HDD (If applicable)	LAN Ports (If applicable)	HBA (If applicable)	Additional Information as required to indicate the compliance to the requirements in the RFP (ex. Capacity, Disk Space,...)	Compliance Matrix Provided as per the format given in the RFP (Yes/No)  In case the matrix is not provided, please provide the same	Data Sheets Provided in the Proposal (Yes/No)  In case the datasheets are not provided, please provide the same
Disaster Recovery Site															
Production CAS (State) Application Services Related Servers (Web, Portal, Application, Database, Directory...)															
Insert each item in a separate row as required															
Infrastructure Services Related Servers (EMS, AntiVirus, Backup, DNS...)															
Insert each item in a separate row as required															
SAN Storage (List the total capacity offered on FC and SATA disks)															
SAN Switch															
FC-IP Router															
Tape Library															

### 6.7.23 Personnel Profiles

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> <li>• Degree</li> <li>• Academic institution graduated from</li> <li>• Year of graduation</li> <li>• Specialization (if any)</li> <li>• Key achievements and other relevant information (if any)</li> </ul>	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company (the SDA)	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)  Prior Professional Experience covering: <ul style="list-style-type: none"> <li>• Organizations worked for in the past               <ul style="list-style-type: none"> <li>○ Organization name</li> <li>○ Duration and dates of entry and exit</li> <li>○ Designation</li> <li>○ Location(s)</li> <li>○ Key responsibilities</li> </ul> </li> <li>• Prior project experience</li> </ul>	

<ul style="list-style-type: none"><li>○ Project name</li><li>○ Client</li><li>○ Key project features in brief</li><li>○ Location of the project</li><li>○ Designation</li><li>○ Role</li><li>○ Responsibilities and activities</li><li>○ Duration of the project</li></ul> <p>Please provide only relevant projects.</p>	
Proficient in languages (Against each language listed indicate if read/write/both)	

*Each profile must be accompanied by the following undertaking from the staff member:*

*(Alternatively, a separate undertaking with the same format as below with all the names of the proposed profiles should be provided)*

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature:

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

## 6.7.24 Suggestions on Changes to Contract Clauses

(Company letterhead)

[Date]

To

Inspector General of Police (CCTNS)

National Crime Records Bureau

East Block – 7, R. K. Puram

New Delhi – 110066

**Sub: Changes to the Contract Clauses**

Sir,

1. We request you to consider the following changes to the Contract Clauses:

Sl. No.	Page number	Section / Para No.	Original text	Suggested Change	Reason for change
1.					
2.					
3.					
4.					

Yours faithfully,

Authorised Signatory

Designation

## 6.8 Formats for the Commercial Bid Response

### 6.8.1 Commercial Proposal Cover Letter

(Company letterhead)

[Date]

To

<<Address to be added>>

Dear Sir,

**Ref: RFP for Implementation of CCTNS in <<State / UT>>**

Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services, as required and outlined in the RFP. In order to meet such requirements and to provide services as set out in the RFP document, following is our quotation summarizing our Commercial Proposal.

We attach hereto the Commercial Proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually by us and <<State / UT>> or its appointed representatives.

We will obtain necessary bank guarantees in the formats given in the bid document issued by a bank in India, acceptable to <<State / UT>> and furnish them within the time frames set out in the RFP

We agree for unconditional acceptance of all the terms and conditions in the bid document and we also agree to abide by this bid response for a period of SIX (6) MONTHS from the date fixed for commercial bid opening and it shall be valid proposal till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between <<State / UT>> and us.





### 6.8.2 Form 1: Pricing Summary

S. No	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
<b>Services Provided During Implementation Phase</b>					
1.	Systems Study and Configuration Customization and Extension (New Modules) of CAS (State) and Integration with CAS (Center) and External Agencies and Support to 3 <sup>rd</sup> party acceptance testing, audit and certification				
2.	Infrastructure at the District Training Centers including computers, networking components, projectors and UPS				
3.	Site preparation at the Client site locations (police stations, circle offices, Commissionerates, Range offices, Zones, SCRB, SDPOs, District HQ and State HQ), Training Centers and Data Center.				
4.	IT Infrastructure at the Client site locations (police stations, circle offices, Commissionerates, Range offices, Zones, SCRB, SDPOs, District HQ and State HQ).				
5.	Network connectivity for Police Stations / Higher Offices				
6.	IT infrastructure at the Data Center and Disaster Recovery Center including the necessary hardware, software and other networking components.				
7.	Data migration and Digitization of Historical Data				
8.	Change Management , Capacity Building, and Handholding Support				
<b>A</b>	<b>Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 8):</b>				

<b>Services Provided During Post Implementation Phase</b>				
9.	Operations and Maintenance Services for the 1 <sup>st</sup> year after "Go-Live"			
10	Operations and Maintenance Services for the 2 <sup>nd</sup> year after "Go-Live"			
11	Operations and Maintenance Services for the 3 <sup>rd</sup> year after "Go-Live"			
12	Operations and Maintenance Services for the 4 <sup>th</sup> year after "Go-Live"			
13	Operations and Maintenance Services for the 5 <sup>th</sup> year after "Go-Live"			
<b>B</b>	<b>Sub-total for Services Provided During Post Implementation Phase (Sum of items 9 – 13):</b>			
<b>C</b>	<b>Blended Person Month Cost for 300 Person Months</b>			
	<b>Grand Total for Consideration of L1 (A + B + C)</b>			

**6.8.3 Form ....: Detailed Component-Wise Pricing Formats to be provided here for items #2, #3, #4, #5, #6 by the SPMC**

## 6.9 Advance Bank Guarantee

**From:**

**Bank** \_\_\_\_\_

To,

<<Address of the Nodal Agency>>

Dear Sir,

1. With reference to contract No. \_\_\_\_\_ dated \_\_\_\_\_ concluded between the \_\_\_\_\_, hereinafter referred to as 'the Buyer' and M/s \_\_\_\_\_ hereinafter referred to as the "the SI" for the development and supply of \_\_\_\_\_ as detailed in the above contract which is hereinafter referred to as "the Said Contract" and in consideration of the Buyer having agreed to make an advance payment in accordance with the terms of the Said Contract to the said SI, we the \_\_\_\_\_ bank, hereinafter called 'the Bank' hereby irrevocably undertake and guarantee to you that if the Said SI would fail to develop and supply the deliverables in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum upto a maximum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid as advance to the Said SI in accordance with the provisions contained in Clause \_\_\_\_\_ of the Said Contract.

2. We further agree that the Buyer shall be the sole judge as to whether the SI has failed to develop and deliver the deliverables in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to SI has become repayable to the Buyer and to the extent and monetary consequences thereof by the Buyer.

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Buyer stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 30 days from the date of 'Go Live' unless the Buyer in his sole discretion discharges the Guarantee earlier.

5. We further agree that any change in the constitution of the Bank or the constitution of the SI shall not discharge our liability hereunder.

6. We further agree that the Buyer shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the SI and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Buyer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Buyer in writing.

Yours faithfully,

for \_\_\_\_\_ Bank

(Authorised Attorney)

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

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

Seal of the Bank

## 6.10 Performance Bank Guarantee

[Date]

To,

<<Address to be added>>

**Ref: Request for Proposal (RFP): CCTNS  
Project**

Dear Sir,

**Sub: PERFORMANCE BANK GUARANTEE for <<Nodal Agency's Name>>, Government of <<State/UT>>**

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated ..... (Herein after, referred to as "Contract") with you (XXX, PMU, <<Nodal Agency's Name>>, GOx) for xxxx.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favor for an amount INR XXX (Rupees XXX only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR XXX (Rupees XXX only), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the period 'Go-Live' + 60 months, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the period 'Go-Live' + 60 months for the total solution as per said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against <<Nodal Agency's Name>>.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount INR XXX (Rupees XXX only) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this

guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed amount INR XXX (Rupees XXX only);

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go- Live' + 60 months for the Total Solution as per contract; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before ... (Date) i.e. completion of the period or 'Go-Live' + 60 months for the proposed Passport system in Design, Development, Implementation, Operation and Maintenance of the solution for <<Nodal Agency's Name>>.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

*This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.*

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... **2010**.

Yours faithfully,

For and on behalf of the .....  
Bank,  
(Signature)  
Designation  
(Address of the  
Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.