

**Crime & Criminal Tracking Network and Systems  
(CCTNS)**

**Draft Model RFP Template  
for  
Selection of System Integrator by the State**

**Implementation of CCTNS  
in  
<<State / UT>>**

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

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### 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

**<<SPMC shall add to the list based on the abbreviations used in the RFP document. >>**

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

*A draft model RFP template (Version1.0) for selection of SI was initially circulated to all States/UTs as a reference. The Revised version of Model RFP template (Version-2.0) after inclusion of specifications of CAS (State) was circulated to States/UTs for feedback. This document is the version 3.0 of the Model RFP template prepared after incorporation of the feedback from the States/UTs, which shall be utilized by the State/UT for preparation of RFP for selection of System Integrator. The SPMC shall prepare the RFP in consultation with the State/UT using this template as a reference. The SPMC shall add relevant information wherever necessary to make the RFP complete in all respects for seeking response from eligible bidders for selection of System integrator.*

## 1 Introduction

The SI (System Integrator) RFP is structured in two volumes. As already stated, Volume I comprises **Techno-functional requirements** for implementation of CCTNS project.

This is the **Volume II of the SI RFP** template that comprises bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc. <This document is only a template prepared by NCRB as a reference to assist the State-Project Management Consultant (SPMC) in preparation of the RFP for selection of SI for implementation of CCTNS project.>

## 2 Instructions to Bidders

2.1.1 The RFP document consists of three volumes:

- i. **RFP Volume I:** Technical and Functional Requirements
- ii. **RFP Volume II:** Commercial and Bidding Terms
- iii. **RFP Volume III:** Contractual and Legal Specifications <<**To be prepared by the State Project Management Consultant in consultation with State/UT**>>

2.1.2 The RFP can be downloaded from the <<SCRB / State Police Department website>> or can be collected from the <<SCRB / State Police Department office address>> from <<date>> to <<date>> between <<am to pm>>. 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.

### 2.1.3 Pre-Bid Conference

State / UT << (State or UT refers to the State/UT Police Department represented by the by CCTNS Nodal Officer of the State/UT)>> 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. The State/UT shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference.

### 2.1.4 Response to Bidder's Enquiries

All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person. Contact details are provided in Volume I of this RFP. The queries should necessarily be submitted in the following format:

S. No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring	Points of clarification

All enquiries should be sent either through email or Fax. The <<State / UT>> shall not be responsible for ensuring that bidders' enquiries have been received by them.

<<State / UT>> shall provide a complete, accurate, and timely response to all questions to all the bidders. However, <<State / UT>> makes no representation or warranty as to the completeness or accuracy of any response, nor does <<State / UT>> undertake to answer all the queries that have been posed by the bidders. All responses given by <<State / UT>> will be distributed to all the bidders.

**2.1.5 Supplementary Information / Corrigendum / Amendment to the RFP**

- i. If <<State / UT>> 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/corrigendum 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 <<State / UT>>'s website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- ii. At any time prior to the deadline (or as extended by <<State / UT>>) for submission of bids, <<State / UT>>, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, State/UT may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- iii. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, <<State / UT>>, at its discretion, may extend the deadline for the submission of bids.

**2.1.6 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 <<State / UT>> to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement to be provided in Volume III by SPMC>>) and all such activities related to the bid process. This RFP does not commit <<State / UT>> 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.

#### **2.1.7 <<State / UT>>'s Right to terminate the Process**

<<State / UT>> makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by <<State / UT>>. The bidder's participation in this process may result in <<State / UT>> 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 <<State / UT>> to execute a contract or to continue negotiations.

#### **2.1.8 Earnest Money Deposit (EMD)**

- i. Bidders shall submit, along with their Bids, EMD of Rupees <<Amount>> 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. Format for bid security is provided in 11 Annexure –Other Formats. <<SPMC to provide details of EMD>>
- ii. 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.
- iii. The bid security of all unsuccessful bidders would be refunded by <<State / UT>> within three months of the bidder being notified as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
- iv. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- v. The bid submitted without bid security, mentioned above, will be summarily rejected.
- vi. 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

#### **2.1.9 Authentication of Bids**

The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

### 2.1.10 Interlineations in Bids

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

### 2.1.11 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 Bid Submission Instructions

Proposals must be direct, concise, and complete. <<State / UT>> 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.

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.

### 3.1.1 Mode of Submission

- i. Submission of bids shall be in accordance to the instructions given in the Table below:

<b>Envelope 1: Bid Security</b>	<p>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.</p> <p><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></p>
<b>Envelope 2: Response to Pre- Qualification Requirements</b>	<p>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;State / UT&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</p>

	<p>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 Technical</b>	<p><b>3:</b> 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;State / UT&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 - &lt;Name of the State&gt;</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 4: Commercial Proposal</b>	<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 - &lt;State/UT&gt;</b>”. <b>(Not to be opened with the Technical Proposal)</b> at the top right hand corner and addressed to &lt;&lt;State / UT&gt;&gt;at the address specified in this volume.</p>
<b>Envelope 5</b>	<p>All the above 4 envelopes along with the 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</b></p>



**RFP for Selection of System Integrator for <<State / UT>>”).**

**Note:** The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.

- ii. <<State / UT>> 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.
- iii. 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.
- iv. **Technical proposal should not contain any commercial information.**
- v. 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.
- vi. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.
- vii. Bidder has to submit hard copies of the bids in sealed envelopes at the designated address before <<time>>.
- viii. 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.
- ix. In exceptional circumstances, at its discretion, <<State / UT>> 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.

### **3.1.2 Commercial Proposal**

- i. The Bidder is expected to price all the items and services proposed in the Technical Proposal. <<State / UT>> 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 directly relevant to the scope of services provided in Vol I may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. .

- 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 <<State / UT>>. 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 <<State / UT>>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 <<State / UT>>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 <<State / UT>>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 **Format for Bid Response – 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 including any additional taxes/levies due to change in tax rates.

- 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. <<State / UT>> reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

### **3.1.3 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 <<State / UT>> and will not be returned.

### **3.1.4 Conditions Under which this RFP is issued**

- a. This RFP is not an offer and is issued with no commitment. <<State / UT>> reserves the right to withdraw the RFP and change or vary any part thereof at any stage. <<State / UT>>also reserves the right to disqualify any bidder should it be so necessary at any stage.
- b. Timing and sequence of events resulting from this RFP shall ultimately be determined by <<State / UT>>.
- c. No oral conversations or agreements with any official, agent, or employee of <<State / UT>>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 <<State / UT>>shall be superseded by the definitive agreement that results from this RFP process. Oral communications by <<State / UT>>to bidders shall not be considered binding on <<State / UT>>, nor shall any written materials provided by any person other than <<State / UT>>.
- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against <<State / UT>>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).
- e. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of <<State / UT>>to leave <<State / UT>>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 <<State / UT>>.

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

- a. All proposals and accompanying documentation of the Technical proposal will become the property of <<State / UT>>and will not be returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. <<State / UT>>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. <<State / UT>>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.

### **3.1.6 Modification and Withdrawal of Proposals**

- a. 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.

### **3.1.7 Non-Conforming Proposals**

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

### **3.1.8 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:

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- c. The bidder qualifies the proposal with his own conditions
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time at the designated venue
- f. Proposal is not accompanied by all the requisite documents
- g. If bidder provides quotation only for a part of the project
- h. 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
- i. Commercial proposal is enclosed with the same envelope as technical proposal
- j. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- k. 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

- I. 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 <<State / UT>>
- m. Bidders may specifically note that while evaluating the proposals, if it comes to <<State / UT>>'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 <<State / UT>>
- n. 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.

### **3.1.9 Conflict of Interest**

SI shall furnish an affirmative statement as to the 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 NCRB/MHA or State/UT. Additionally, such disclosure shall address any and all 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. Please use form given in Annexure – Other Formats for making declaration to this effect.

## **4 Bid Opening and Evaluation Process**

### **4.1.1 Bid opening sessions**

- a. Total transparency will be observed while opening the proposals/bids.
- b. <<State / UT>> reserves the rights at all times to postpone or cancel a scheduled bid opening.
- c. The bids will be opened, in two sessions, one for pre-qualification and 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.
- d. 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 <<State / UT>>, 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, <<State / UT>> shall go ahead and open the bid of the bidders.
- e. 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.

- f. The bid security will be opened by <<State / UT>> 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.

#### **4.1.2 Overall Evaluation Process**

- a. 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.
- b. <<State / UT>> 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. <<State / UT >> may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c. The <<State / UT>> 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.
- d. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

#### **4.1.3 Evaluation of Technical Proposals**

- a. The evaluation of the Technical bids will be carried out in the following manner:
- b. 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.
- c. Proposal Presentations: The Tender Committee constituted by the State / UT may invite each bidder to make a presentation to <<State / UT>> at a date, time and venue decided by <<State / UT>>. 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.
- d. 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.
- e. Following will be the technical evaluation methodology:
  - o 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 short listed bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

## **5 Pre-Qualification Criteria**

1. The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below
2. In case of a consortium, the prequalification criteria have to be met by the lead/prime bidder on its own. MoU / Letter of Association amongst Consortium members must be furnished with the Technical bid.
3. Bidders declared by << State / UT>> to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
4. Bidders declared by the State / UT Government as blacklisted will be ineligible to participate in the bidding process.
5. Breach of general or specific instructions for bidding, general and special conditions of contract with << State / UT>> or any of its other client organizations during the past 5 years may make a firm ineligible to participate in EOI bidding process
6. << State / UT>> reserves its right to subject the bidders to security clearances as it deems necessary
7. The participation is restricted to companies registered in India.

The Bidder / Prime Bidder (in case of a consortium) for the <<State / UT>> implementation should satisfy all of the criteria below:

### **5.1.1 For Large and Medium States/UTs:**

- i. The Bidder should be an Information Technology System Integrator with a registered office and operations in India. The company should be operational in India for at least the last five financial years. The Prime Bidder (System Integrator) will be a single legal entity.
- ii. The bidder must have an office in the State/UT or should furnish an undertaking that the same would be established within two months of signing the contract.
- iii. The Bidder (System Integrator), a single legal entity registered in India, should be a profitable vendor for the last three years and must have an annual turnover of

- not less than **<<three to five times the project cost >>** for the last three financial years (as on 31-03-2010).
- iv. The Bidder (System Integrator) must have a proven track record of providing a successful 'Turnkey Solution' for at least **five (5)** IT-projects<sup>1</sup>. At least one of the 5 quoted projects should be an integrated turnkey project of a value of **<< 20% of the project cost >>** or above in India including setting up and configuring the hardware (Servers, Desktop, Network Clients) and implementing software solution including Operating Systems, Infrastructure Management Software, RDBMS, establishment of LAN / WAN including Firewalls, IPS, PKI, etc. and providing life cycle support.
  - v. The Bidder (System Integrator) must have a proven track record of implementing at least **two (2) e-Governance projects**<sup>2</sup> summing up to a value of **<< 10% of the project cost or above>>**.
  - vi. **The bidder must have prior experience of working on at least 1 Software Services Project**<sup>3</sup> **for Government of India**, any of the State/UT governments or Public Sector Units. The project must be worth at least Rs. **1 Crore**.
  - vii. The bidder (System Integrator) must have been assessed and certified for **CMMi Level 3 or above**. The certificate should be valid for atleast a period of one year from the date of submission of the bid.

#### 5.1.2 For Small States/UTs:

- i. The Bidder should be an Information Technology System Integrator with a registered office and operations in India. The company should be operational in India for at least the last five financial years. The Prime Bidder (System Integrator) will be a single legal entity.
- ii. The bidder must have an office in the State/UT or should furnish an undertaking that the same would be established within two months of signing the contract.
- iii. The Bidder (System Integrator), a single legal entity registered in India, should be a profitable vendor for the last three years and must have an annual turnover of not less than **<< Five times the project cost >>** for the last three financial years (as on 31-03-2010).
- iv. The Bidder (System Integrator) must have a proven track record of providing a successful 'Turnkey Solution' for atleast **five (5)** IT-projects<sup>1</sup>. At least one of the 5 quoted projects should be an integrated turnkey project of a value of **<< 20% of the project cost >>** or above in India including setting up and configuring the hardware (Servers, Desktop, Network Clients) and implementing software solution including Operating Systems, Infrastructure Management Software, RDBMS, establishment of LAN / WAN including Firewalls, IPS, PKI, etc. and providing life cycle support.
- v. The Bidder (System Integrator) must have a proven track record of implementing at least **two (2) e-Governance projects**<sup>2</sup> summing up to a value of **<< 10% of the project cost >>** or above.



- vi. The bidder must have prior experience of working on at least 1 Software Services Project<sup>3</sup> for Government of India, any of the State/UT governments or Public Sector Units. The project must be worth at least Rs. **50 Lakhs**.
- vii. The bidder (System Integrator) must meet at least one of the below criteria:
  - i. The bidder must have been assessed and certified for **CMMi Level 3 or above**. The certificate should be valid for atleast a period of one year from the date of submission of the bid.
  - ii. The bidder must have been assessed and certified for **ISO 9001 or above**.

Notes:

1. *'IT-projects' relates to projects involving IT Infrastructure procurement and commissioning, IT Application Customization, Integration with legacy systems, Deployment and Maintenance*
2. *'e-Governance projects' is defined as 'deployment of IT systems for a government / public sector enterprises.*
3. *'Software Services Project' relates to projects involving development or deployment of a IT application and Maintenance of the same.*
4. *In respect of both 1 and 2 above, the respondent should have been directly responsible for the implementation of the projects and not just a member of a consortium.*
5. *For items such as Site Preparation, Data digitization/migration, Capacity building (Training personnel) and Handholding the bidder may work with a partner/consortium. The bidder, strictly, cannot sub-contract the core activities of CCTNS implementation such as Hardware & IT infrastructure implementation, Customization/Application Development, Network and connectivity and roll-out of the CCTNS- CAS (State) application. However the bidder can subcontract non-core activities as mentioned above to companies fulfilling the following conditions.*
  - a. *The sub contractor must be ISO 9001 in IT services. (ISO 27001 certification wherever relevant)*
  - b. *The subcontractor should have been in Information Technology business for 5 years*
  - c. *The subcontractor must have Service Tax registration no./PAN no./Provident Fund Commissionerate no.*
  - d. *The sub contractor must have completed 5 projects for Government/PSU including one project preferably with the State Police Department involving implementation at Police Stations and Higher Offices.*

**5.1.3 Consortium Criteria:**

The following are the requirements for a Consortium:

- The number of members in a consortium shall not be more than four **(4)** .However, the SI shall be the prime bidder and shall be solely responsible for all implementation of the entire scope of the project;
- The bid should contain details of all the members of the consortium including their legal status and specify their roles and responsibilities in the project;

- The members of the consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submitting the proposal and the same shall be submitted to State/UT with the proposal;
- The prime bidder shall commit to hold an equity stake/interest of at least fifty one (51%) during the tenure of the project;
- Lead member of the consortium shall independently fulfill the qualification criteria and as a signatory to the agreement be solely responsible for all obligations under the agreement.

#### **5.1.4 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

**5.1.5 Technical Evaluation Scoring Matrix:**

The following are the indicative technical scoring criteria. SPMC shall further detail the criteria in consultation with State / UT.

No	Evaluation Criterion	Max score	Cut off score <sup>1</sup>
<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	

<sup>1</sup> The bidder should meet all the criteria including cut-off for each category failing which the bidder shall be disqualified.

No	Evaluation Criterion	Max score	Cut off score <sup>1</sup>
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/Data Digitization	5	
B	Methodology for Change Management and Capacity Building	5	
C	<p>Methodology for Exit Management</p> <p>The following parameters will be examined for evaluation (indicative):</p> <ul style="list-style-type: none"> <li>• Comprehensiveness and Completeness of the Plan</li> <li>• Suitability of the plan to the State / UT's requirements</li> </ul>	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 CAS (State)-implementation and rollout, Configuration, Customization and Application development	8	
C	Proposed team and profiles for Capacity Building/Change management	5	
D	Proposed team and profiles for Data Migration / Data	2	

No	Evaluation Criterion	Max score	Cut off score <sup>1</sup>
	Digitization		
E	Proposed team and profiles for Infrastructure setup (Data Centre establishment)	6	
F	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>

#### 5.1.6 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 State/ UT may add to the below list as per their State / UT's requirements.>>
  - Overview of the proposed solution that meets the requirements specified in the RFP
  - Overall proposed Solution, technology, and deployment architecture**

- Security architecture
  - Integration Architecture
  - Network 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)
  - Project Management, reporting and review methodology
  - Strategy for conducting Operations & Maintenance
  - Risk Management approach and plan
  - Certification from the OEMs on the Infrastructure proposed by bidder
  - Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria
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.
8. The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project
9. <<State / UT>> is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.
10. Bidder must provide the following information:
- Resumes of key profiles such as manager(s), technical experts, domain experts, etc responsible for the management of this project.

### 5.1.9 Evaluation of Commercial Bids

1. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
2. 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.
3. The State / UT 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.
4. Detailed modalities for applying DCF technique are as below:
  - 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.
  - Discounting rate to be used under the method is to be the Government of India's lending rate on loans given to State / UT 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 / UT will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
  - NPV will be calculated on the annual cash outflows.
  - 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.
  - The blended person month cost for 300 person months will be considered in the cash flows in the first year
  - **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,

- i.  $C_0 \dots C_5$  are the yearly cash outflows as illustrated below
- ii.  $C_0$  is the Sum of the below components
- iii. Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 8, refer to Pricing Summary Sheet)

- iv. Blended Person Month Cost for 300 Person Months (refer to Pricing Summary Sheet)
- v.  $C_1$  is Cost of Operations and Maintenance Services for the 1<sup>st</sup> year after “Go-Live”
- vi.  $C_2$  is Cost of Operations and Maintenance Services for the 2<sup>nd</sup> year after “Go-Live”
- vii.  $C_3$  is Cost of Operations and Maintenance Services for the 3<sup>rd</sup> year after “Go-Live”
- viii.  $C_4$  is Cost of Operations and Maintenance Services for the 4<sup>th</sup> year after “Go-Live”
- ix.  $C_5$  is Cost of Operations and Maintenance Services for the 5<sup>th</sup> year after “Go-Live”
- x.  $r$  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*

- i.  $Bn$  = overall score of bidder under consideration (calculated up to two decimal points)*
- ii.  $Tn$  = Technical score for the bidder under consideration*
- iii.  $Cb$  = Actual price quoted by the bidder*
- iv.  $Cmin$  = Lowest price 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.*



## **6 Award of Contract**

### **6.1.1 Award Criteria**

<<State / UT>> 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.

### **6.1.2 <<State / UT>>'s Right To Accept Any Proposal and To Reject Any Or All Proposals**

<<State / UT>> 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 <<State / UT>>'s action.

### **6.1.3 Notification of Award**

Prior to the expiration of the validity period, <<State / UT>> 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, <<State / UT>> will promptly notify each unsuccessful bidder and return their Bid Security.

### **6.1.4 Contract Finalization and Award**

The <<State / UT>> 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 <<State / UT>> may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded. <<State / UT>> 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 <<State / UT>>, 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 <<State / UT>>. 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".

### **6.1.5 Signing of Contract**

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

<<State / UT>> 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.

### **6.1.6 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 State / UT may award the contract to the next best value bidder as per section 6.1..4 in this RFP or call for new proposals or invoke the PBG.

## **7 Payment Terms and Schedule**

### **7.1.1 Advance Bank Guarantee**

A bank guarantee equalling to the sum of Rs.... 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.

### **7.1.2 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 calendar days from the signing of the contract and should be valid for entire term of the contract.
- State / UT may forfeit the Performance Guarantee for any failure on part of Bidder to complete its obligations under the Agreement.
- The Performance Guarantee shall be returned to the Bidder within 30 days of the date of successful discharge of all contractual obligations at the end of the period of the Agreement by the State / UT
- In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

### **7.1.3 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, <<State / UT>>may at its discretion withhold any payment until the completion of the contract. <<State / UT>>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 <<State / UT>>under the contract and law.

**7.1.4 Payment Schedules and Milestones**

The successful bidder will sign a Service Level Agreement (SLA) with <<State / UT>> covering all the required services.

The payment schedule and milestones are divided into two phases:

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

**7.1.5 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> – Phase I 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

The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA section of Vol 1 of this RFP

#### **7.1.6 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. The successful bidder will be required to submit a compliance report at the end of every month and a consolidated compliance report at the end of 6 months based on which these payments would be made.

## **8 Formats for Response – Pre-Qualification Bid**

**8.1 Pre-Qualification Requirements Proposal:** Bidders are requested to submit their responses for the Pre-Qualification Requirements in five (5) parts, clearly labeled according to the following categories.

### **1. Part I – Details of the Organization**

- a. This part must include a general background of the respondent organization (limited to 400 words) along with other details of the organization as per the format provided in the RFP. Enclose the mandatory supporting documents listed in format provided in the RFP.
- b. The bidder must also provide the financial details of the organization (as per format provided in the RFP). Enclose the mandatory supporting documents listed in format provided in the RFP.
- c. Address of the Office in the <<State/UT>> or alternatively an undertaking that the same would be established within two months of signing the contract.

### **2. Part II – Relevant IT Project Experience**

- a. Respondents must provide details of IT project experience in the areas relevant to the CCTNS implementation requirements, as per the format provided in the RFP. The projects mentioned here should match with the projects quoted by the respondent in order to satisfy the qualification requirements. Enclose the mandatory supporting documents listed in format provided in the RFP.

### **3. Part III – Relevant e-Governance Project Experience**

- a. Respondents must provide details of e-Governance project experience in the areas relevant to the CCTNS implementation requirements, as per the format provided in the RFP. The projects mentioned here should match with the projects quoted by the respondent in order to satisfy the qualification requirements. Enclose the mandatory supporting documents listed in format provided in the RFP.

### **4. Part IV – Relevant Software Services Project Experience**

- a. Respondents must provide details of Software Services project experience in the areas relevant to the CCTNS implementation requirements, as per the format provided in the RFP. The projects mentioned here should match with the projects quoted by the respondent in order to satisfy the qualification requirements. Enclose the mandatory supporting documents listed in format provided in the RFP.

### **5. Part V – Proof of Certification**

- a. Assessment and Certification of the required certification (CMMi Level 3 or above for large and medium states) / (CMMi Level 3 or above OR ISO 9001 or above for smaller states).

### 8.1.1 Organizational Details

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	

### 8.1.2 Financial Strength Details

Financial Information			
	FY 20xx-yy	FY 20ww-xx	FY 20vv-ww
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Other Relevant Information			
<b>Mandatory Supporting Documents:</b>			
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.)			

### 8.1.3 Project Experience

Relevant IT project experience (provide no more than 5 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>	
<p>Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which is part of minimum qualification criteria).</p> <p>These capabilities may be spread over the five projects (which are part of minimum qualification criteria) and not essentially in this project alone.</p>	

#### 8.1.4 Relevant eGovernance 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>	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
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)	
c) Copies of the CMMi level 3 assessments.	
<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)	
Following are the capabilities essential for the project. These capabilities may be spread over the 2 projects (which are part of minimum qualification criteria) and not essentially in this project	



<b>Relevant e-Governance project experience</b> (provide no more than 2 projects in the last 5 years)	
<p>alone. However, demonstration of these capabilities is compulsory. Respondents are required to provide information substantiating their qualification related to the any/ all of the capabilities. The capabilities are:</p>	
<p><b>1. Online Portal Applications using SOA/Web Services with Service Orchestration – Software Architecture, Design, Development, and Maintenance:</b></p> <p>Should have demonstrated this in multiple large-scale projects</p> <p>Should have implemented in situations requiring high availability, security and scalability</p> <p>Should have demonstrated capabilities to meet and exceed performance levels and service levels</p>	
<p><b>2. System Integration:</b></p> <p>Should have demonstrated ability to deliver turnkey projects successfully from design through deployment</p> <p>Should have a demonstrated ability to integrate with legacy systems as well as other new software systems</p> <p>Should have demonstrated experience in installation, commissioning and provisioning of hardware, software, network in Data Centre environments</p>	
<p><b>3. Project and Program Management:</b></p> <p>Should have extensive experience in large scale project and program management</p> <p>Should have experience handling multiple stakeholders and locations</p> <p>Should have extensive experience in implementing and supporting projects for users in multiple locations.</p>	
<p><b>4. Financial Strength:</b></p> <p>Should have financial capability to mobilize resources for large multi-year e-governance projects</p>	
<p><b>5. Capacity Building and Change Management, Awareness and Promotion:</b></p> <p>Should have demonstrated capability in conducting capacity building and change management programs for government stakeholders</p> <p>Should have demonstrated capability in conducting promotion and awareness campaigns for user communities</p>	

**8.1.5 Relevant Software Services Project Experience**

<b>Relevant IT project experience</b> (provide no more than 1 project in the last 5 years)	
<b>General Information</b>	
<b>Name of the project</b>	

<b>Relevant IT project experience (provide no more than 1 project in the last 5 years)</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>	
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)	

## 9 Formats for Response - Technical Bid

### 9.1.1 Profiles of 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.	

**9.1.2 Solution Information**

The below list is indicative only	Proposed Solution <sup>2</sup> (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
<b>CAS (State) Solution</b>						
Webserver						
Application Server						
Database						
Operating System						
Others						
Reporting Engine						
Email/Messaging						
Search Engine						
Portal Server						
Workflow Engine						
Rules Engine						

<sup>2</sup> 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 cells

The below list is indicative only	Proposed Solution <sup>2</sup> (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
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						

The below list is indicative only	Proposed Solution <sup>2</sup> (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
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>						

The below list is indicative only	Proposed Solution <sup>2</sup> (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
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						

**9.1.3 Bill of Material – Software Solution**

The below list is indicative only <sup>3</sup>	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) <sup>4</sup>	Unit of Measurement	Number of Licenses (Development Environment) <sup>5</sup>	Number of Licenses (UAT) <sup>4</sup>	Number of Licenses (Training) <sup>4</sup>	Number of Licenses (Data Center - Production) <sup>4</sup>	Number of Licenses (DR Site) <sup>4</sup>
<b>CAS (State) Solution</b>							
Webserver							
Application Server							
Database							
Operating System							
Others							
Reporting Engine							
Email/Messaging							
Search Engine							
Portal Server							

<sup>3</sup> 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

<sup>4</sup> 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 cells

<sup>5</sup> Please indicate N/A where not applicable. Please indicate N/L where there is no license requirement



The below list is indicative only <sup>3</sup>	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) <sup>4</sup>	Unit of Measurement	Number of Licenses (Development Environment) <sup>5</sup>	Number of Licenses (UAT) <sup>4</sup>	Number of Licenses (Training) <sup>4</sup>	Number of Licenses (Data Center - Production) <sup>4</sup>	Number of Licenses (DR Site) <sup>4</sup>
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							

The below list is indicative only <sup>3</sup>	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) <sup>4</sup>	Unit of Measurement	Number of Licenses (Development Environment) <sup>5</sup>	Number of Licenses (UAT) <sup>4</sup>	Number of Licenses (Training) <sup>4</sup>	Number of Licenses (Data Center - Production) <sup>4</sup>	Number of Licenses (DR Site) <sup>4</sup>
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>							

The below list is indicative only <sup>3</sup>	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) <sup>4</sup>	Unit of Measurement	Number of Licenses (Development Environment) <sup>5</sup>	Number of Licenses (UAT) <sup>4</sup>	Number of Licenses (Training) <sup>4</sup>	Number of Licenses (Data Center - Production) <sup>4</sup>	Number of Licenses (DR Site) <sup>4</sup>
EMS							
Load Balancers							
Backup Software							
Helpdesk							
Antivirus							
SAN Management Software							
Any Other Proposed							

9.1.4 Bill of Material - Infrastructure

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															

*SI RFP Template (Volume II) for Implementation of CCTNS (Crime & Criminal 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															

**9.1.5 Team Profile**

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> </ul> </li> </ul>	

<ul style="list-style-type: none"> <li>○ Location(s)</li> <li>○ Key responsibilities</li> <li>● Prior project experience             <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> </li> </ul> <p>Please provide only relevant projects.</p>	
<p>Proficient in languages (Against each language listed indicate if read/write/both)</p>	

## **10 Format for Bid Response – Commercial Bid**

### **10.1.1 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.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to <<State / UT>> is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead <<State / UT>> as to any material fact.





**10.1.2 Form 1 – Pricing Summary**

<<SPMC to ensure that this is aligned with the scope of services defined in Volume I>>.

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>					
1.	Operations and Maintenance Services for the 1 <sup>st</sup> year after “Go-Live”				
2.	Operations and Maintenance Services for the 2 <sup>nd</sup> year after “Go-Live”				

3.	Operations and Maintenance Services for the 3 <sup>rd</sup> year after “Go-Live”				
4.	Operations and Maintenance Services for the 4 <sup>th</sup> year after “Go-Live”				
5.	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>				

**10.1.3 Form ....: Detailed Component-Wise Pricing Formats to be provided by the SPMC**

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost ( = X*Y)
<b>A. Hardware Related Costs with the AMC for the period of 5 years from the Go-Live of the project</b>					
1.	Infrastructure Hardware /	PCs			
		Printers			
		...			
		Others			
2.	Infrastructure Installation and Testing / Miscellaneous Charges				
		Others			
<b>Total A:</b>					
<b>B. Networking (LAN)Related Costs</b>					
1.	Network Related Infrastructure	Routers			
		Switch			
		Switch			
		....			
		LAN Cabling			

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
2.	Network Testing / Bandwidth/ Miscellaneous Charges				
		Others			
<b>Total B:</b>					
<b>C. Application Development &amp; Database Creation</b>					
1.	Application and Portal Development				
<b>Total C:</b>					
<b>E. Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after "Go-Live") – as detailed in RFP Volume 1</b>					
1.	Application Maintenance & Operational Expense including upgradation, deployment of patches, fixes etc.				
2.	Infrastructure Maintenance Expense (Helpdesk, deployed hardware & network infrastructure etc.)				
<b>Total E:</b>					
<b>F: Support Manpower</b>					
1.	Programmer				
2.	System Analyst				
3.	Database Administrator				
4.	Project Manager				
5.	Any other				
<b>G. Data Digitization</b>					
1.	Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)	2 persons for 3 months (6)			

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
2.	Cost of scanning of existing files for the Integrated Workflow and Document Management System		1 person for 6 months (6)		
<b>Total G:</b>					
<b>H. Training</b>					
	<b>Training Cost Per Person for</b>				
1.	Basic computer skills		20 resources	L	20*L
	Advanced training on the Application modules		100 resources	M	100*M
<b>Total H:</b>					

**Data Centre Related Costs**

S. No.	Category	Component	Qty / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
1.	Deployment of requisite infrastructure for Data centre	Servers			
2.		Networking equipments			
3.		Storage equipments (SAN etc.)			
4.		Back up equipments			
5.		Server OS license			
6.		Database license			
7.		Anti-virus			
8.		....			
9.		Installation & testing charges			
10.		Others			

<b>S. No.</b>	<b>Category</b>	<b>Component</b>	<b>Qty / Units of Service (X)</b>	<b>Rate (per unit) (Y)</b>	<b>Total Cost (= X*Y)</b>
11.	Networking equipments for LAN	Router			
12.		Switch			
13.		....			
14.		Others			
<b>Total I:</b>					
<b>J: O&amp;M of Data Center</b>					
2.	All the O&M cost for managing the data center services	Site preparation			
3.		Manpower			
4.		Electricity charges			
5.		Maintenance of the H/w & system software			
6.		Maintenance & updation of Anti-virus			
7.		Physical Security			
8.		.....			
9.		Others			
<b>Total J:</b>					

## **11 Annexure – Other Formats**

Bidder shall separately submit these undertakings and declaration. SPMC to modify as per requirement.

### **11.1.1 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, <<State / UT>>., \_\_\_\_\_, 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**

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;

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:

**11.1.2 Format for submission of Queries for CLarification**

Bidders requiring specific points of clarification may communicate with <<State / UT>> 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>

### 11.1.3 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)

#### 11.1.4 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 <<State / UT>> 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)

### 11.1.5 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 <<State / UT>> 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 <<State / UT>> and persons authorized by <<State / UT>>, 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 <<State / UT>> of any legal action.

Yours faithfully,

Authorized Signatory

Designation

### 11.1.6 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 <<State / UT>>.

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 <<State / UT>> 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 <<State / UT>> and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation

**11.1.7 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, Spy wares 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 <<State / UT>>, 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

**11.1.8 Undertaking On Pricing of Items of Technical Response**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Clarifications sent to <<State / UT>>.**

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



**11.1.9 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 <<State / UT>> 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 <<State / UT>> to be part of CCTNS Project.

Yours faithfully,

Authorized Signatory

Designation

### 11.1.10 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 <<State / UT>>.

Yours faithfully,

Authorized Signatory

Designation

**11.1.11 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 <<State / UT>>in it's 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 <<State / UT>>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 <<State / UT>>will be carried out at no additional cost to <<State / UT>>.

Yours faithfully,

Authorized Signatory

Designation

**11.1.12 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

**11.1.13 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 <<State / UT>>..
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 <<State / UT>>., then we will augment the team without any additional cost to <<State / UT>>.

Yours faithfully,

Authorized Signatory

Designation

#### 11.1.14 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 <<State / UT>>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 <<State / UT>> and other key stakeholders (identified by <<State / UT>>), and also take the responsibility to provided clarifications as requested by <<State / UT>>.
3. We also understand that the acceptance, approval and sign-off of the deliverables by <<State / UT>> 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 <<State / UT>>..

Yours faithfully,

Authorized Signatory

Designation

**11.1.15 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 <<State / UT>>) as per <<State / UT>>'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

**11.1.16 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 <<State / UT>>) before the system is commissioned.
2. I/We understand that while the certification expenses will be borne by <<State / UT>>, 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



### 11.1.17 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 <<State / UT>> or to an agency identified by <<State / UT>>) to <<State / UT>>'s satisfaction.

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

i. Capacity Building at <<State / UT>>

- a. We undertake to design team/organization structure at <<State / UT>> to manage the system
- b. We undertake to carry out an analysis of the skill set requirement at <<State / UT>> to manage system and carry out the training & knowledge transfer required at <<State / UT>> 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 <<State / UT>> before transition
- b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train <<State / UT>> 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 <<State / UT>>.

Yours faithfully,

Authorized Signatory

Designation

### 11.1.18 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 <<State / UT>> 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

### 11.1.19 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 <<State / UT>>.
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 <<State / UT>>. <<State / UT>>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 <<State / UT>>has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of <<State / UT>>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

**11.1.20 Undertaking on Provision of Work Environment at the State / UT**

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Provision of Work Environment at premises of State / UT**

Sir,

1. I/We as System Integrator do hereby understand that the onsite team of Software Development Agency operating out of <<State / UT>> 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

**11.1.21 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 <<State / UT>> to consider those suggestions.

Yours faithfully,

Authorized Signatory

Designation

**11.1.22 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 <<State / UT>>, 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 <<State / UT>>. We further endorse the warranty, contracting and licensing terms provided by SI to <<State / UT>>

<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