

E-GOVERNANCE MISSION MODE PROJECT (MMP)

CRIME & CRIMINAL TRACKING NETWORK AND SYSTEM (CCTNS)

REQUEST FOR PROPOSAL FOR SELECTION OF SYSTEM INTEGRATOR FOR IMPLEMENTATION OF CCTNS IN ODISHA

VOLUME - II: COMMERCIAL AND BIDDING TERMS



DEPARTMENT OF HOME, GOVERNMENT OF ODISHA

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Abbreviations

Table 1 Abbreviations

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

1 INTRODUCTION

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

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

2 RFP STRUCTURE

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

Volume I: Technical and Functional Requirements

‘Volume I’ of RFP intends to bring out all the details with respect to functional and technical requirements along with details on scope of work, implementation model, and non-functional requirements that State Crime Record Bureau, Bhubaneswar deems necessary to share with the potential bidders. The information set out in this volume has been broadly categorized as Technical and Functional covering multiple aspects of the requirements.

Volume II: Commercial and Bidding Terms

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

Volume III - Contractual and Legal Specifications

‘Volume III’, Contractual and Legal Specifications for the proposed engagement, outlines the contractual, legal terms & conditions applicable for the proposed engagement.

This volume is **Volume II**.

3 BIDDING PROCESS DETAILS

The RFP is not an offer by State Crime Record Bureau, Bhubaneswar but an invitation to receive proposals from eligible interested parties in respect of the above-mentioned project. The RFP does not commit State Crime Record Bureau, Bhubaneswar to enter into a binding agreement in respect of the project with the short listed potential bidders.

Potential Bidders are referred to as “Bidders” in this document.

3.1 Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities:

Table 2 Tentative Calendar of Events

Sr. No	Milestone	Time for Completion
1.	Document/Tender Reference Number	SCRB-CCTNS-1/2011
2.	Release of Request For Proposal (RFP)	16 th April 2011
3.	Last date for submission of written questions by bidders	27th April 2011 5:00 PM
4.	Pre-Bid Conference (Explanation of the RFP)	3rd May 2011
5.	Corrigendum	7th May 2011
6.	Last date for Submission of bids	13th May 2011, 05:00 PM
7.	Date and Time of opening of pre-qualification	
8.	Date and Time of opening of Technical bid	To be intimated in due course
9.	Date and Time of opening of Financial bid	
10.	Cost of RFP document (Demand Draft issued by any Nationalized Bank in favour of "DG & IG of Police, Odisha", payable at Cuttack.)	Rs 50,000/-

3.2 General Instructions to Bidders

3.2.1 Availability of the RFP Documents

The RFP can be downloaded from the [http:// bpspaorissa.gov.in](http://bpspaorissa.gov.in) from 16th April 2011 onwards. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

3.2.2 Payment for RFP document

The cost of the RFP document is **Rs 50,000**. The payment is to be made in the form of Demand Draft along-with the bid-submission documents. The Demand Draft should be issued by any Nationalized Bank in favour of "DG & IG of Police, Odisha", payable at **Cuttack**.

3.2.3 Acknowledgment of Receipt of RFP

It is required by the bidder to acknowledge receipt of this RFP (all 3 volumes) by handing over following information to **State Crime Record Bureau, Bhubaneswar** by hand, fax or e- mail. The bidder is requested to use the format provided in Annexure 6.1 RFP Acknowledgement Form of this RFP for this purpose. A signed copy of the acknowledgement should be sent to the address given below:

Table 3 Address for Acknowledgement

State Crime Record Bureau, Bhubaneswar	
Address	: State Crime Record Bureau, Rasulgarh, Bhubaneswar, Odisha Pin-751010
Telephone	: 0674-2580110, 09937734028
Fax	: 0674-2587234
Email	: scrborissa@gmail.com

3.2.4 Pre-Bid Conference

State Crime Record Bureau, Bhubaneswar will host a Pre-Bid Conference, tentatively scheduled on 3rd May 2011. The date, time and venue of the conference will be intimated to all bidders through e-mail or fax. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

3.2.5 Bidder Inquiries and State Crime Record Bureau, Bhubaneswar's Responses

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

After the RFP is issued to the bidder, State Crime Record Bureau, Bhubaneswar shall accept written questions/inquiries from the bidders. State Crime Record Bureau, Bhubaneswar will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, State Crime Record Bureau, Bhubaneswar makes no representation or warranty as to the completeness or accuracy of any response, nor does State Crime Record Bureau, Bhubaneswar undertake to answer all the queries that have been posed by the bidders. All responses given by State Crime Record Bureau, Bhubaneswar will be distributed to all the bidders. All email communications sent by bidders to State Crime Record Bureau, Bhubaneswar must be copied (i.e. CC) to scrborissa@gmail.com

3.2.6 Supplementary Information / Corrigendum / Amendment to the RFP

- a) If State Crime Record Bureau, Bhubaneswar deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be communicated to all the bidders by e-mail or fax and will also be made available on <http://bpspaorissa.gov.in> . Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- b) At any time prior to the deadline (or as extended by Odisha) for submission of bids, Odisha, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, Odisha 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.

- c) In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Odisha, at its discretion, may extend the deadline for the submission of bids.

3.2.7 Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by State Crime Record Bureau, Bhubaneswar to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement provided in Volume III of this RFP and all such activities related to the bid process. This RFP does not commit State Crime Record Bureau, Bhubaneswar to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

3.2.8 State Crime Record Bureau, Bhubaneswar's Right to terminate the Process

- a) State Crime Record Bureau, Bhubaneswar makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by State Crime Record Bureau, Bhubaneswar. The bidder's participation in this process may result in State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar to execute a contract or to continue negotiations.

3.2.9 Acceptance of part / whole bid / modification - Rights there of

State Crime Record Bureau, Bhubaneswar reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. State Crime Record Bureau, Bhubaneswar also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

3.2.10 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of Rupees **2,50,000,00** only, in the form of a Demand Draft issued by the bank in favour of 'DG & IG of Police, Odisha' payable at Cuttack of any nationalized bank and valid for 180 days from the due date of the tender. Bid security in any other form will not be accepted. This shall be submitted along with the format provided in the Annexure 6.4 as specified in this RFP.
- b) The bid security of all unsuccessful bidders would be refunded by State Crime Record Bureau, Bhubaneswar within three months of the bidder being notified by State Crime Record Bureau, Bhubaneswar as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
- c) The bid security amount is interest free and will be refundable to the unsuccessful bidders.
- d) The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- e) The bid security may be forfeited:
- i. If a bidder withdraws its bid during the period of bid validity

- ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions

3.2.11 Authentication of Bids

- a) 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.

3.2.12 Interlineations in Bids

- a) 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.

3.2.13 Venue & Deadline for submission of proposals

- a) Proposals, in its complete form in all respects as specified in the RFP, must be submitted to State Crime Record Bureau, Bhubaneswar at the address specified below:

Table 4 Address for Submission

State Crime Record Bureau, Bhubaneswar	
Address	: State Crime Record Bureau, Rasulgarh, Bhubaneswar, Odisha Pin-751010
Telephone	: 0674-2580110
Fax	: 0674-2587234
Email	: scrborissa@gmail.com

- b) Last Date & Time of submission: Before 05:00 PM on 13th May,2011
- c) State Crime Record Bureau, Bhubaneswar may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum or by intimating all bidders who have been provided the RFP, in writing , fax or through e-mail, in which case all rights and obligations of State Crime Record Bureau, Bhubaneswar and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended

3.2.14 Late Bids

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

3.3 Bid Submission Instructions

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. State Crime Record Bureau, Bhubaneswar will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, State Crime Record Bureau, Bhubaneswar would be making available a soft copy of this RFP.

Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format or if the envelopes are not sealed properly, the tender will be liable for rejection.

3.3.1 Mode of Submission

a) Submission of bids shall be in accordance with the instructions given in the Table below:

Table 5 Mode of Submission

Envelope 1: Bid Security	<p>The envelope containing the Bid Security shall be sealed and super scribed “Bid Security - CCTNS”. This envelope should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>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.</p>
Envelope 2: Response to Pre- Qualification Requirements	<p>The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in this Volume. The envelope containing the Response to Pre-Qualification Requirements shall be sealed and super scribed “Pre-Qualification Requirements - CCTNS” on the top right hand corner and addressed to State Crime Record Bureau, Bhubaneswar at the address specified in this volume. This envelope should not 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 two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the technical proposal. The words “Response to Pre-Qualification Requirements - CCTNS” shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</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>
Envelope 3: Technical Proposal	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume. The envelope shall be sealed and super scribed “Technical Proposal - CCTNS” on the top right hand corner and addressed to State Crime Record Bureau, Bhubaneswar at the address specified in this volume.</p> <p>This envelope should not 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 two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the technical proposal. The words “Technical Proposal - CCTNS” shall be written in indelible ink on the CD. The Hard</p>

	<p>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>
Envelope 4: Commercial Proposal	<p>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.</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 “Commercial Proposal - CCTNS”. (Not to be opened with the Technical Proposal) at the top right hand corner and addressed to State Crime Record Bureau, Bhubaneswar at the address specified in this volume.</p>
Envelope 5	<p>All the above 4 envelopes along with the cover letter, as specified in Annexure 6.5 Bid Cover Letter should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“CCTNS: Response to the RFP for Selection of System Integrator for Odisha”).</p>
Note:	<p><i>The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency.</i></p> <p><i>Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.</i></p>

- b) State Crime Record Bureau, Bhubaneswar 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.
- c) Both the envelopes for commercial and technical proposals shall have the name and address of the bidder to enable the proposal to be returned unopened in case it is declared “late” or the technical proposal does not qualify.
- d) 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.
- e) Technical proposal should not contain any commercial information.
- f) 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.
- g) If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.
- h) State Crime Record Bureau, Bhubaneswar will not accept delivery of proposal by fax or e-mail. Such proposals shall be rejected.
- i) 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.

- j) In exceptional circumstances, at its discretion, State Crime Record Bureau, Bhubaneswar may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

3.3.2 Commercial Proposal

- a) The Bidder is expected to price all the items and services proposed in the Technical Proposal. State Crime Record Bureau, Bhubaneswar 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.
- b) 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 the Volume I of the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, this information will not be considered for evaluation purposes. Prices shall be quoted entirely in Indian Rupees.
- c) 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

i. Correction of Error

1. 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 Crime Record Bureau, Bhubaneswar. 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.
2. 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.
 - The amount stated in the Financial Proposal will be adjusted by the State Crime Record Bureau, Bhubaneswar in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected and EMD of the bidder will be forfeited and the Bidder will be liable for other appropriate action as decided by State Crime Record Bureau, Bhubaneswar.

ii. Prices and Price Information

1. The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of State Crime Record Bureau, Bhubaneswar has listed in the Volume I of this RFP. All the prices will be in Indian Rupees

2. 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
3. The price quoted in the Commercial Proposal shall be the only payment, payable by State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
4. 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.
5. Bidder should provide all prices, quantities as per the prescribed format given in **Annexure 6.7 Formats for the Commercial Bid** . Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (zero) in all such fields.
6. 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.
7. 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.
8. The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
9. All costs incurred due to delay of any sort, shall be borne by the Bidder.
10. State Crime Record Bureau, Bhubaneswar reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

3.3.3 Language of Proposals

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of State Crime Record Bureau, Bhubaneswar and will not be returned.

3.3.4 Conditions Under which this RFP is issued

- a) This RFP is not an offer and is issued with no commitment. State Crime Record Bureau, Bhubaneswar reserves the right to withdraw the RFP and change or vary any part thereof at any stage. State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar.

- c) No oral conversations or agreements with any official, agent, or employee of State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar shall be superseded by the definitive agreement that results from this RFP process. Oral communications by State Crime Record Bureau, Bhubaneswar to bidders shall not be considered binding on State Crime Record Bureau, Bhubaneswar, nor shall any written materials provided by any person other than State Crime Record Bureau, Bhubaneswar.
- d) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar to leave State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar

3.3.5 Rights to the Content of the Proposal

All proposals and accompanying documentation of the Technical proposal will become the property of State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3.3.6 Modification and Withdrawal of Proposals

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

3.3.7 Non-Conforming Proposals

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

- a) 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
- b) If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

3.3.8 Disqualification

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

- 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
- 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
- l) 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 Crime Record Bureau, Bhubaneswar
- m) Bidders may specifically note that while evaluating the proposals, if it comes to State Crime Record Bureau, Bhubaneswar'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 Crime Record Bureau, Bhubaneswar
- 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.

3.3.9 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 Odisha. 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 (Form 6.7.2: Undertaking on Conflict of Interest) for making declaration to this effect.

3.3.10 Acknowledgement of Understanding of Terms

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

3.4 Bid Opening and Evaluation Process

3.4.1 Bid opening sessions

- a) Total transparency will be observed while opening the proposals/bids.
- b) State Crime Record Bureau, Bhubaneswar 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 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 Crime Record Bureau, Bhubaneswar, and 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar for bid evaluation, in the presence of bidders' representatives (only one) who may choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

3.4.2 Overall Evaluation Process

- 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c) The State Crime Record Bureau, Bhubaneswar 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.

3.4.3 Evaluation of Technical Proposals

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

- a) 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.
- b) Proposal Presentations: The committee may invite each bidder to make a presentation to State Crime Record Bureau, Bhubaneswar at a date, time and venue decided by State Crime Record Bureau, Bhubaneswar. 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.
 - c) 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.
 - d) Following will be the technical evaluation methodology:
 - i. Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
 - ii. Only the bidders, who score above the minimum cut-off score in each 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.
 - iii. 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.
 - iv. 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.
 - v. The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

3.4.4 Pre-Qualification Criteria

The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below:

- a) Bidders declared to be ineligible to participate in bidding during the **last five financial years** by any **Odisha / Central Government** for unsatisfactory past performance, breach of general / specific instructions, corrupt, fraudulent or any other unethical business practices shall not be eligible. Bidders shall submit a self-declaration to this effect.
- b) Consortiums are not allowed.
- c) Bidders declared by the Odisha government/Central Government as **blacklisted during the last 5 years** will be ineligible to participate in the bidding process.
- d) Breach of general or specific instructions for bidding, general and special conditions of contract with State Crime Record Bureau, Bhubaneswar or any of its other client organizations during the **past 5 years** may make a firm ineligible to participate in bidding process.
- e) State Crime Record Bureau, Bhubaneswar reserves its right to subject the bidders to security clearances as it deems necessary.
- f) The participation is restricted to companies registered in India.
- g) The Bidder for the Odisha implementation should satisfy all of the criteria below on its own:
 - 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 bidder (System Integrator) will be a single legal entity.

- ii. The bidder must have an office and a service delivery centre in the State 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 **Rs. 250 Crores** for each of the last three financial years (as on 31-03-2010).
- iv. The Bidder (System Integrator) should have net worth of not less than **Rs. 30 Crores** for each of the last three financial years (as Rs. 2 Crores on 31-03-2010).
- v. The Bidder (System Integrator) must have a proven track record of providing a successful 'Turnkey Solution' for at least **five (5)** IT-projects¹.
 - 1. At least one of the 5 quoted projects should be an integrated turnkey project of a value of Rs. 40 Crores or above in 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.
- vi. The Bidder (System Integrator) must have a proven track record of implementing at least two (2) e-Governance projects² summing up to a value of Rs. 10 Crores.
- vii. The bidder must have prior experience of working on at least 1 Software Services Project³ for Government of India, any of the Odisha government. The project must be worth at least Rs 2 Crores.
- viii. The Bidder (System Integrator) must have at least 1000 full time IT professionals on its payroll.
- ix. The bidder (System Integrator) must have been assessed and certified for **CMMi Level 5**. The certificate should be valid for at least a period of one year from the date of submission of the bid. Firms that were previously **CMMi Level 5** and have applied for renewal for **CMMi Level 5** are also eligible.

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 state/central government in India.
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.
5. For items such as data migration and capacity building, the bidder may work with a partner. The bidder, strictly, cannot sub-contract the core activities such as application development and roll-out of the application.

3.4.5 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.

a) Part I - Details of the Organization

- I. 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 (Formats for the Pre-Qualification Response). Enclose the mandatory supporting documents listed in format provided in the RFP.
- II. The bidder must also provide the financial details of the organization (as per format provided in the RFP, Formats for the Pre-Qualification Response). Enclose the mandatory supporting documents listed in format provided in the RFP.
- III. Address of the Office and service delivery center in the Odisha or alternatively an undertaking that the same would be established in the State within two months of signing the contract.
- IV. Self-Declaration to that effect that bidder has not been declared to be ineligible to participate in bidding during the last five financial years by any Odisha / Central Government / Public Sector Unit for unsatisfactory past performance, breach of general / specific instructions, corrupt, fraudulent or any other unethical business practices.

b) Part II - Relevant IT Project Experience

- I. Respondents must provide details (client organization, nature / scope of the project, project value,..) of IT project experience in the areas relevant to the CCTNS implementation requirements, as per the format provided in the RFP (Formats for the Pre-Qualification Response). 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.

c) Part III - Relevant e-Governance Project Experience

- I. Respondents must provide details (client organization, nature / scope of the project, project value,..) of e-Governance project experience in the areas relevant to the CCTNS implementation requirements, as per the format provided in the RFP (Formats for the Pre-Qualification Response). 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.

d) Part IV - Relevant Software Services Project Experience

- I. Respondents must provide details (client organization, nature / scope of the project, Project value) of Software Services project experience in the areas relevant to the CCTNS implementation requirements, as per the format provided in the RFP (Formats for the Pre-Qualification Response). 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.

e) Part V - Proof of Fulltime IT Professionals in the Bidder's Organization

- I. The bidder must enclose certified copy by Statutory Auditor or Company Secretary of the bidder's organization with the number of full time IT professionals in the bidder's organization.

f) Part VI - Proof of Certification

- I. Assessment and Certification of the required certification (CMMi Level 5).

3.4.6 Technical Evaluation Criteria

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

Table 6 Mandatory Compliance

Mandatory Compliance	
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 <i>Undertaking on Offline Functionality</i> in the format prescribed in this RFP
6.	Submission of <i>Undertaking on Provision of Required Storage Capacity</i> in the format prescribed in this RFP
7.	Submission of <i>Undertaking on Compliance and Sizing of Infrastructure</i> in the format prescribed in this RFP
8.	Submission of <i>Undertaking on Provision for Support for Software</i> in the format prescribed in this RFP
9.	Submission of <i>Undertaking on Service Level Compliance</i> in the format prescribed in this RFP
10.	Submission of <i>Undertaking on Deliverables</i> in the format prescribed in this RFP
11.	Submission of <i>Undertaking on Training for Users</i> in the format prescribed in this RFP
12.	Submission of <i>Undertaking on Support to Certification</i> in the format prescribed in this RFP
13.	Submission of <i>Undertaking on Exit Management and Transition</i> in the format prescribed in this RFP
14.	Submission of <i>Undertaking on Continuous Improvement</i> in the format prescribed in this RFP
15.	Submission of <i>Undertaking on Personnel</i> in the format prescribed in this RFP
16.	Submission of <i>Undertaking on Provision of Work Environment</i> in the format prescribed in this RFP
17.	Submission of <i>Undertaking on Changes to the Contract Clauses</i> in the format prescribed in this RFP

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

Technical Evaluation Scoring Matrix:

Table 7 Technical Evaluation Scoring Matrix

Sr. No	Evaluation Criterion	Max score	Cut off score
1	Previous Project Experience	35	25
A	Previous Software Services (design/development of solution) project experience in the chosen technology stack <ul style="list-style-type: none"> i. Value of the projects (1) ii. Number of projects (1) iii. Similarity in the Scope of the project to the current project requirements (1) iv. Similarity in the proposed technology stack (1) v. Projects Completed / Recency (1) 	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"> i. Value of the projects (1) ii. Number of projects (1) iii. Similarity in the Scope of the project to the current project requirements (1) 	3	
C	Previous project experience related to Co-ordination and Management of Networking Operations for distributed multi-site network <ul style="list-style-type: none"> i. Value of the projects (1) ii. Number of projects (1) iii. Similarity in the Scope of the project to the current project requirements (1) 	3	
D	Previous project experience related to Setting up of Infrastructure (Server, Storage,...) for a Data Center and Disaster Recovery Center <ul style="list-style-type: none"> i. Value of the projects (1) ii. Number of projects (1) iii. Similarity in the Scope of the project to the 	3	

Sr. No	Evaluation Criterion	Max score	Cut off score
	current project requirements (1)		
E	Previous project experience in Data Migration / Data Digitization <ol style="list-style-type: none"> i. Value of the projects (1) ii. Number of projects (1) iii. Similarity in the Scope of the project to the current project requirements (3) 	5	
F	Previous project experience in implementing Capacity Building / Change Management <ol style="list-style-type: none"> i. Value of the projects (1) ii. Number of projects (1) iii. Similarity in the Scope of the project to the current project requirements (1) 	3	
G	Previous IT Project Implementation Experience within the State <ol style="list-style-type: none"> i. Value of the projects (1) ii. Number of projects (1) iii. Projects Completed / Recency (1) 	3	
H	Previous Project Experience in roll-out of large scale projects of similar nature <ol style="list-style-type: none"> i. Value of the projects (1) ii. Number of projects of similar scope (1) iii. Similarity of the set of services of the project (1) iv. Geographically spread implementation in the project (1) v. Government / Public Sector Projects (1) 	5	
I	<ol style="list-style-type: none"> i. Previous project experience in Operations and Maintenance Services O&M for Application Maintenance and Functional Support (2) ii. O&M for DC-DR Infrastructure Support (1) iii. O&M for Helpdesk Infrastructure Support (1) iv. O&M for Handholding Support (1) 	5	
2	Project Methodology	15	10
A	Methodology for Implementation and roll-out of Large Scale Projects of similar nature <ol style="list-style-type: none"> i. Clarity in the proposed methodology (1) ii. Proposed methodology contains aspects over and beyond what is in the RFP (2) 	3	
B	Methodology for Data Migration <ol style="list-style-type: none"> i. Clarity in the proposed methodology (1) ii. Proposed methodology contains aspects over and beyond what is in the RFP (1) 	2	
C	Methodology for Change Management and Capacity Building <ol style="list-style-type: none"> i. Clarity in the proposed methodology (1) 	2	

Sr. No	Evaluation Criterion	Max score	Cut off score
	ii. Proposed methodology contains aspects over and beyond what is in the RFP (1)		
D	Methodology for Providing Operations and Maintenance Services to meet the service levels i. Application Support (1) ii. Infrastructure Support (1) iii. Incident and Problem Management (1) iv. Change / Release Configuration Management (1) v. Overall Service Level Management (1)	5	
E	Methodology for Helpdesk Support to meet the service levels	1	
F	i. Methodology for Exit Management Clarity in the proposed methodology (1) ii. Proposed methodology contains aspects over and beyond what is in the RFP (1)	2	
3	Proposed Team and Governance Structure	35	25
A	Proposed Overall Governance Structure, Program Management Team of the Project and Escalation Mechanism i. Overall Governance Structure (1) ii. Program Management Team Structure and Roles (1) iii. Profiles of Key members of Program Management Team (2) iv. Escalation Mechanism (1)	5	
B	Proposed team and profiles for CAS (State)- Configuration, Customization and Application development i. Overall Team (1) ii. Fitment of Qualifications and Previous Experience of the Project Manager for Software Development Team (1) iii. Fitment of Qualifications and Previous Experience of the Lead Business Analyst (1) iv. Fitment of Qualifications and Previous Experience of the Lead Solution Architect (1) v. Fitment of Qualifications and Previous Experience of the Lead Database Expert (1)	5	
C	Proposed team and profiles for CAS (State)- implementation and rollout i. Overall Team (1) ii. Experience of the key members of the team in implementation of similar project (2) iii. Fitment of Qualifications and Previous Experience of the Project Manager for	5	

Sr. No	Evaluation Criterion	Max score	Cut off score
	Implementation / Roll-out Team (2)		
D	Proposed team and profiles for Capacity Building and Change management <ul style="list-style-type: none"> i. Overall Team (1) ii. Experience of the key members of the team in executing capacity building / change management projects of similar nature (1) iii. Experience of the key members of the team in executing capacity building / change management projects of similar nature in the State (1) iv. Fitment of Qualifications and Previous Experience of the Project Manager for CB-CM Team (2) 	5	
E	Proposed team and profiles for Data Migration / Data Digitization <ul style="list-style-type: none"> i. Overall Team (1) ii. Experience of the key members of the team in executing Data Migration projects of similar nature (2) iii. Fitment of Qualifications and Previous Experience of the Project Manager for Data Migration Team (2) 	5	
F	Proposed team and profiles for Infrastructure setup at DC and DR <ul style="list-style-type: none"> i. Overall Team (1) ii. Experience of the key members of the team in executing projects of similar nature (1) iii. Fitment of Qualifications and Previous Experience of the Project Manager for Infrastructure Team (1) 	3	
G	Proposed team and profiles for Coordination and Management of Networking and related components <ul style="list-style-type: none"> i. Overall Team (1) ii. Experience of the key members of the team in executing projects of similar nature (1) 	2	
H	Proposed team and profiles for Domain Experts <ul style="list-style-type: none"> i. Overall Team with mix of experience (1) ii. Experience of the domain experts with the State Police (2) iii. Fitment of Previous Experience and Role of the domain experts in Police Department (2) 	5	
4	Project Plan	15	10
A	Comprehensiveness of the project plan (Covering all the bundle of services)	5	
B	Activities, sequencing, dependencies among activities	5	

Sr. No	Evaluation Criterion	Max score	Cut off score
	(Covering all the bundle of services)		
C	Resource planning, allocation and loading	2	
E	Proposed Status Reporting mechanism	2	
F	Risk Management & Mitigation plan	1	
	Total	100	70

Noncompliance to any Specification requirements mentioned in RFP may lead to summary cancellation of Technical bid

3.4.7 Technical Proposal

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.

a) Part I - General Bid Information

- i. This part can include any general information of the bidder that the bidder would like to provide about the background of the organization and the suitability of the bidder's experience (project, people, organization,...) for the current project. Optionally, bidder may provide 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.

b) Part II - All Mandatory Undertakings

c) Part III - Technical Solution

- i. Proposed Software Solution Stack in the format provided in the RFP.
- ii. Proposed Client Side Infrastructure with the Bill of Materials and Compliance Statement for each component as required as per the RFP. The client side 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.
- iii. Proposed DC-DR Infrastructure with the Bill of Materials and Compliance Statement for each component as required as per the RFP. The DC-DR 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.
- iv. 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,).
- v. Deployment Architecture of the components on the proposed infrastructure

d) Part IV - Previous Project Experience

- i. Previous Software Services (design/development of solution) project experience in the chosen technology stack
 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date brief description of the scope of the project, and technology stack used for the project.
 2. The details of the project should be provided as per the format given in the RFP.
- ii. Previous project experience related to Site Preparation and Installation and Commissioning of Client Side Infrastructure for multi-site, geographically spread project locations.
 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date and brief description of the scope of the project.
 2. The details of the project should be provided as per the format given in the RFP.
- iii. Previous project experience related to Co-ordination and Management of Networking Operations for distributed multi-site network
 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date and brief description of the scope of the project.
 2. The details of the project should be provided as per the format given in the RFP.
- iv. Previous project experience related to Setting up of Infrastructure (Server, Storage,...) for a Data Center and Disaster Recovery Center
 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date and brief description of the scope of the project.
 2. The details of the project should be provided as per the format given in the RFP.
- v. Previous project experience in Data Migration / Data Digitization
 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date and brief description of the scope of the project.
 2. The details of the project should be provided as per the format given in the RFP.
- vi. Previous project experience in implementing Capacity Building / Change Management
 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date and brief description of the scope of the project.
 2. The details of the project should be provided as per the format given in the RFP.
- vii. Previous IT Project Implementation Experience within the State
 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client

- name, value of the project, project start date, project end date and brief description of the scope of the project.
- 2. The details of the project should be provided as per the format given in the RFP.
- viii. Previous Project Experience in roll-out of large scale projects of similar nature
 - 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date and brief description of the scope of the project.
 - 2. The details of the project should be provided as per the format given in the RFP.
- ix. Previous project experience in Operations and Maintenance Services
 - 1. Summary Table of the Projects quoted by the bidder to be considered as relevant experience. The summary table shall contain the project name, client name, value of the project, project start date, project end date and brief description of the scope of the project.
 - 2. The details of the project should be provided as per the format given in the RFP.

e) Part V - Project Methodology

- i. Methodology for Implementation and roll-out of Large Scale Projects of similar nature. Limit the methodology to not more than 2 pages.
- ii. Methodology for Data Migration. Limit the methodology to not more than 2 pages.
- iii. Methodology for Change Management and Capacity Building. Limit the methodology to not more than 2 pages.
- iv. Methodology for Providing Operations and Maintenance Services to meet the service levels. Limit the methodology to not more than 5 pages.
- v. Methodology for Helpdesk Support to meet the service levels. Limit the methodology to not more than 2 pages.
- vi. Methodology for Exit Management. Limit the methodology to not more than 2 pages.

f) Part VI - Proposed Team and Governance Structure

- i. Proposed Overall Governance Structure, Program Management Team of the Project and Escalation Mechanism
 - 1. Overall Governance Structure
 - 2. Program Management Team Structure and Roles
 - 3. Escalation Mechanism
 - 4. Profiles of Key members of Program Management Team in the given format
 - Proposed team and profiles for CAS (State)- Configuration, Customization and Application development
 - Overall Team Structure and Size
 - Profile of Project Manager for Software Development Team in the given format
 - Profile of the Lead Business Analyst in the given format
 - Profile of the Lead Solution Architect in the given format
 - Profile of the Lead Database Expert in the given format
 - Proposed team and profiles for CAS (State)-implementation and rollout
 - Overall Team Structure and Size

- Profiles of the key members of the implementation team in the given format
- Profile of the Project Manager for Implementation / Roll-out Team in the given format.
- Proposed team and profiles for Capacity Building and Change management
 - Overall Team Structure and Size
 - Profiles of the key members of the CB-CM team in the given format
 - Profiles of the Project Manager for CB-CM Team in the given format
- Proposed team and profiles for Data Migration / Data Digitization
 - Overall Team Structure and Size
 - Profiles of the key members of the Data Migration team in the given format
 - Profile of the Project Manager for Data Migration Team in the given format
- Proposed team and profiles for Infrastructure setup at DC and DR
 - Overall Team Structure and Size
 - Profiles of the key members of the DC-DR team in the given format
 - Profile of the Project Manager for Infrastructure Team in the given format
- Proposed team and profiles for Coordination and Management of Networking and related components
 - Overall Team Structure and Size
 - Profiles of the key members of the network team in the given format
- Proposed team and profiles for Domain Experts
 - Overall Team with mix of experience
 - Profiles of the domain experts in the given format

ii. **Part VII - Proposed Project Plan**

1. Detailed Project Plan covering all the bundle of services with activities, sequencing and inter-dependencies
2. Resource planning, allocation and loading
3. Proposed Status Reporting mechanism
4. Risk Management & Mitigation plan
5. List of Deliverables with timelines

iii. **Part VIII - Datasheets of the proposed solution (software and hardware) components, where required**

iv. **Part IX - Optional Supplementary Information**

3.4.8 Evaluation of Commercial Bids

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

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

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

Detailed modalities for applying DCF technique are as below:

- a) 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.
- b) Discounting rate to be used under the method is to be the Government of India's lending rate on loans given to State Governments. These rates are notified by Budget Division of Ministry of Finance annually. The latest one is Ministry of Finance OM No F5(3) PD/2008 dated 30 October 2008 (as per which the borrowing rate is 9%). The State will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
- c) NPV will be calculated on the annual cash outflows.
- d) 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.
- e) The below notional costs will be considered in the cash flows in the first year
 - i. Blended person month cost for 300 person months
 - ii. Blended Cost of Data Migration / Digitization of 1GB of data
 - iii. Blended Cost of Site Preparation for 10 Offices each of 1500 Sqft with 4 computers
 - iv. Blended Cost of Providing Handholding Support for 20 Police Stations / Higher Offices (One person per two Police Stations or Higher Offices for a period of one year)

1. The NPV will be calculated using the formula below:

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

Where,

$C_0 \dots C_5$ are the yearly cash outflows as illustrated below

- i. C_0 is the Sum of the below components
 - a) Sub-total for Services Provided During Implementation Phase (Sum of items 1 - 9, refer to Pricing Summary Sheet)
 - b) Blended Person Month Cost for 300 Person Months (refer to Pricing Summary Sheet)
 - c) Blended Cost of Data Migration / Digitization of 1GB of data (refer to Pricing Summary Sheet)
 - d) Blended Cost of Site Preparation for 10 Offices each of 1500 Sqft with 4 computers (refer to Pricing Summary Sheet)
 - e) Blended Cost of Providing Handholding Support for 20 Police Stations / Higher Offices (One person per two Police Stations or Higher Offices for a period of one year) (refer to the Pricing Summary Sheet)
- ii. C_1 is Cost of Operations and Maintenance Services for the 1st year after "Go-Live"
- iii. C_2 is Cost of Operations and Maintenance Services for the 2nd year after "Go-Live"

- iv. C_3 is Cost of Operations and Maintenance Services for the 3rd year after “Go-Live”
- v. C_4 is Cost of Operations and Maintenance Services for the 4th year after “Go-Live”
- vi. C_5 is Cost of Operations and Maintenance Services for the 5th year after “Go-Live”
- vii. r is the annual discounting rate as specified in Para (2) above

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

The scores will be calculated as:

$$B_n = 0.3 * T_n + (0.7) * (C_{min} / C_b * 100)$$

Where

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

T_n = Technical score for the bidder under consideration

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

C_{min} = Lowest NPV (as calculated above) among the financial proposals under consideration

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

4 AWARD OF CONTRACT

4.1 Award Criteria

State Crime Record Bureau, Bhubaneswar will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

4.2 State Crime Record Bureau, Bhubaneswar's Right To Accept Any Proposal and To Reject Any Or All Proposals

State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar's action.

4.3 Notification of Award

Prior to the expiration of the validity period, State Crime Record Bureau, Bhubaneswar 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 Crime

Record Bureau, Bhubaneswar will promptly notify each unsuccessful bidder and return their Bid Security.

4.4 Contract Finalization and Award

The State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar, 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 Crime Record Bureau, Bhubaneswar. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after “Go-live”.

4.5 Signing of Contract

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

State Crime Record Bureau, Bhubaneswar shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful bidder.

4.6 Suggestions on the Draft Contract

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

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

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

the PBG.

5 PAYMENT TERMS AND SCHEDULE

5.1 Performance Bank Guarantee

A PBG of **Rs 5 Crore** 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. Details of the bank are to be furnished in the commercial offer. The PBG should be furnished within 15 days from the signing of the contract and should be valid for entire term of the contract.

5.2 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 Crime Record Bureau, Bhubaneswar may at its discretion withhold any payment until the completion of the contract. State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar under the contract and law.

5.3 Payment Schedules and Milestones

The successful bidder will sign a Service Level Agreement (SLA) with State Crime Record Bureau, Bhubaneswar covering all the required services.

The payment schedule and milestones are divided into two phases:

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

5.3.1 Milestones and Payment Schedules for Implementation Phase

Table 8 Milestones and Payment Schedule

S. No.	Payment Milestones for the Implementation phase	% Payment of Sub-total for Services Provided During Implementation Phase .Refer to Component A (Sum of items 1 - 9) in the Pricing Summary Table

S. No.	Payment Milestones for the Implementation phase	% Payment of Sub-total for Services Provided During Implementation Phase .Refer to Component A (Sum of items 1 - 9) in the Pricing Summary Table
1.	<p>M1: Completion of Preparatory Activities</p> <ul style="list-style-type: none"> i. Project Plan and setup of Program Management Office ii. Configuration, Customization, and Enhancement of CAS (State) including Systems Study & Assessment, UAT Performance Testing & Intensive Field Testing iii. Procure, Commission and maintain Project Management, Configuration Management and Issue Tracker Tools iv. Site preparation, commissioning, operationalization of IT infrastructure of District Training Centers and Regional Training Centre v. Setup and management of IT infrastructure at the Data Center and DR Site 	5%
2.	M2: Pre - Go Live Readiness ¹ in the Phase I Districts	5%
3.	M3: Go-Live ² in the Phase I Districts Pilot Phase	10%
4.	M4: Pre - Go Live Readiness ¹ in the Phase II Districts	10%
5.	M5: Go-Live ² in the Phase II Districts	5%
6.	M6: Pre - Go Live Readiness ¹ in the Phase III Districts	15%
7.	M7: Go-Live ² in the Phase III Districts	5%
8.	M8: Pre - Go Live Readiness ¹ in the Phase IV Districts	15%
9.	M9: Go-Live ² in the Phase IV Districts	5%
10.	M10: Go-Live ² in all the remaining 10% of Police Stations / Higher Offices	15%
11.	M11: Go-Live ² in all the remaining Police Stations / Higher Offices	5%
12.	M12: Successful integration with CAS (Center) and successful transfer of the data for three months in succession	10%

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 in consultation with the network connectivity provider for the State

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 in consultation with the network connectivity provider for the State
- 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.

5.3.2 Milestones and payment Schedules for Operations and Maintenance Phase

The operations and maintenance phase is for a period of five years post Go-Live in the last phase of Districts. The annual lump-sum cost quoted for the each year of Operations and Maintenance Phase will be divided into 2 equated instalments and made as 2 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.

6 ANNEXURE

6.1 RFP Acknowledgement Form

(Company Letterhead)

[Date]

To,

<<Address to be added>>,

Sub: Acknowledgement of Request for Proposal (RFP)

Dear Sir,

1. This is to notify you that we have downloaded the complete set of RFP documents circulated by your organization for State Crime Record Bureau, Bhubaneswar.
2. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between State Crime Record Bureau, Bhubaneswar and our organization.

Table 9 Acknowledgement for RFP

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

3. We understand that it will be the responsibility of our organization to keep State Crime Record Bureau, Bhubaneswar informed of any changes in this list of authorized persons and we fully understand that State Crime Record Bureau, Bhubaneswar shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to State Crime Record Bureau, Bhubaneswar.
4. Information relating to the examination, clarification and any other processes concerning the RFP and selection shall not be disclosed to any person(s) not officially concerned with such

process until the process is over. Undue use of confidential information related to the process by us may result in rejection of our proposal.

Dated this Day of 2011

(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:

6.2 Non - Disclosure Agreement (NDA)

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, State Crime Record Bureau, Bhubaneswar, _____, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

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

The Purchaser and the Bidder agree as follows:

- a) 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.
- b) The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - i. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - ii. 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;
 - iii. Use the Information only as needed for the purpose of bidding for the Project;
 - iv. 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
 - v. Undertake to document the number of copies it makes
 - vi. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a) Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - b) Is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

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

For and on behalf of the Bidder

_____(Signature)_____

(Name of the Authorized Signatory)

Date

Address

Location:

6.3 Request for Clarification

Bidders requiring specific points of clarification may communicate with State Crime Record Bureau, Bhubaneswar during the specified period using the following format:

Table 10 Request for Clarification

Name & Address			
BIDDER'S REQUEST FOR CLARIFICATION			
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:
Sr. No.	Bidding Document Reference(s)	Content of RFP requiring Clarification	Points of clarification required
1			
2			

6.4 Earnest Money Deposit

1. In consideration of _____ (hereinafter called the “Government”) represented by _____, on the first part and M/s _____ of _____ (hereinafter referred to as “Bidder”) on the Second part, having agreed to accept the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Demand Draft 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 _____ 2011

For the Bank of _____
(Agent/Manager)

6.5 Bid Cover Letter

[Cover Letter]

[Date]

To,

<<Address to be added>>

Dear Sir,

Ref: RFP for Implementation of CCTNS in Odisha

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 Crime Record Bureau, Bhubaneswar 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 **2011**

(Signature)

(In the capacity of)

(Name)

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

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Signature:

(Company Seal)

(Name)

6.6 Formats for the Pre-Qualification Response

6.6.1 DETAILS OF THE ORGANIZATION

Table 11 Details of Organization

Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Address of the Office and Service Delivery Center in the State (if this is not available, please enclose the required undertaking)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Certificate of Incorporation from Registrar Of Companies(ROC)	
b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company	

6.6.2 FINANCIAL INFORMATION

Table 12 Financial Information

Financial Information			
	FY 2007-08	FY 2008-09	FY 2009-10
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents:			
a) Auditor Certified financial statements for the Last three financial years; 2007-08, 2008-09, and 2009-10 (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)			

6.6.3 RELEVANT IT PROJECT EXPERIENCE

Table 13 Relevant IT Experience

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
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	
Project Capability Demonstration	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria).	
These capabilities may be spread over the five projects (which are part of minimum qualification criteria) and not essentially in this project alone.	

6.6.4 RELEVANT E-GOVERNANCE PROJECT EXPERIENCE

Table 14 Relevant E-Governance Project Experience

Relevant e-Governance project experience (provide no more than 2 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
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)	
Other Relevant Information	
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.	
Project Capability Demonstration	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria) These capabilities may be spread over the 2 projects (which are part of minimum qualification criteria) and not essentially in this project alone.	

6.6.5 RELEVANT SOFTWARE SERVICES PROJECT EXPERIENCE

Table 15 Relevant Software Services Project Experience

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

Formats for the Technical Bid Response**6.6.6 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar and persons authorized by State Crime Record Bureau, Bhubaneswar, 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 Crime Record Bureau, Bhubaneswar of any legal action.

Yours faithfully,

Authorized Signatory

Designation

6.6.7 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 Crime Record Bureau, Bhubaneswar.

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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation

6.6.8 Non-Malicious Code Certificate

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Non-Malicious Code Certificate

Sir,

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

- (a) Inhibit the desired and the designed function of the equipment / solution.
- (b) Cause damage to the user or his equipment / solution during the operational exploitation of the equipment / solution.
- (c) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

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

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

Yours faithfully,

Authorised Signatory

Designation

6.6.9 Undertaking On Pricing of Items of Technical Response

(Company letterhead)

[Date]

To

<<Address to be added>>

**Sub: Undertaking on Clarifications sent to State Crime Record Bureau,
Bhubaneswar,**

Sir,

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

Yours faithfully,

Authorized Signatory
Designation

6.6.10 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar to be part of CCTNS Project.

Yours faithfully,

Authorized Signatory

Designation

6.6.11 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 Crime Record Bureau, Bhubaneswar.

Yours faithfully,

Authorized Signatory

Designation

6.6.12 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 Crime Record Bureau, Bhubaneswar in its RFP document and in accordance with the Service Level requirements and minimum specifications provided for Software licenses, Servers, SAN Storage, SAN Switch, Tape Library, Enterprise Management System, Anti-Virus, Backup Software and assure State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar will be carried out at no additional cost to State Crime Record Bureau, Bhubaneswar.

Yours faithfully,

Authorized Signatory

Designation

6.6.13 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 Volume I) 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 3rd party products proposed as part of Application Software during the duration of the contract period.

Yours faithfully,

Authorized Signatory

Designation

6.6.14 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 Crime Record Bureau, Bhubaneswar..
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 Crime Record Bureau, Bhubaneswar. Then we will augment the team without any additional cost to State Crime Record Bureau, Bhubaneswar.

Yours faithfully,

Authorized Signatory

Designation

6.6.15 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 Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar and other key stakeholders (identified by State Crime Record Bureau, Bhubaneswar), and also take the responsibility to provided clarifications as requested by State Crime Record Bureau, Bhubaneswar.

3. We also understand that the acceptance, approval and sign-off of the deliverables by State Crime Record Bureau, Bhubaneswar will be done on the advice of State Mission Team 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 Crime Record Bureau, Bhubaneswar.

Yours faithfully,

Authorized Signatory

Designation

6.6.16 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 Crime Record Bureau, Bhubaneswar) as per State Crime Record Bureau, Bhubaneswar's requirements stated in the Request for Proposal (RFP). We further undertake that:

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

Yours faithfully,

Authorized Signatory

Designation

6.6.17 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 3rd party agency (to be identified by State Crime Record Bureau, Bhubaneswar) before the system is commissioned.
2. I/We understand that while the certification expenses will be borne by State Crime Record Bureau, Bhubaneswar, the responsibility to ensure successful certification lies with the System Integrator.
3. I/We hereby undertake that we shall do all that is required of the System Integrator to ensure that system will meet all the conditions required for successful certification.

Yours faithfully,

Authorized Signatory

Designation

6.6.18 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 Crime Record Bureau, Bhubaneswar or to an agency identified by State Crime Record Bureau, Bhubaneswar) to State Crime Record Bureau, Bhubaneswar's satisfaction.
2. I/We further undertake to complete the following as part of the Exit Management and Transition:
 - i. Capacity Building at State Crime Record Bureau, Bhubaneswar
 - a. We undertake to design team/organization structure at State Crime Record Bureau, Bhubaneswar to manage the system
 - b. We undertake to carry out an analysis of the skill set requirement at State Crime Record Bureau, Bhubaneswar to manage system and carry out the training & knowledge transfer required at State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar before transition
 - b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar.

Yours faithfully,

Authorized Signatory

Designation

6.6.19 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 Crime Record Bureau, Bhubaneswar and that the System Integrator is expected to be the prime driver of continuous improvement during the application management phase.

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

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

Yours faithfully,

Authorized Signatory

Designation

6.6.20 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 Crime Record Bureau, Bhubaneswar.
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 Crime Record Bureau, Bhubaneswar. State Crime Record Bureau, Bhubaneswar 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 Crime Record Bureau, Bhubaneswar has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of State Crime Record Bureau, Bhubaneswar that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,

Authorized Signatory

Designation

6.6.21 Undertaking on Provision of Work Environment at SCRB

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Provision of Work Environment at SCRB

Sir,

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

Yours faithfully,

Authorized Signatory

Designation

6.6.22 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 Crime Record Bureau, Bhubaneswar to consider those suggestions.

Yours faithfully,

Authorized Signatory

Designation

6.6.23 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 Crime Record Bureau, Bhubaneswar, 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 Crime Record Bureau, Bhubaneswar. We further endorse the warranty, contracting and licensing terms provided by SI to State Crime Record Bureau, Bhubaneswar

Table 16 Authorization of use of OEM Products

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

Yours faithfully,

Authorised Signatory

Designation

OEM’s company name

CC: SI’s corporate name

6.6.24 Profiles of the Previous Project Experience

Table 17 Profiles of previous project experience

Relevant Project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
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	
Project Capability Demonstration	
Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.	

6.6.25 Solution Information

Table 18 Solution Information

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

The below list is indicative only	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) 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	Version and Year of Release	Original Supplier	Description (include major features/services only)	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						
CAS (State) Offline Solution						
Synchronization Solution						
Application Container						
Database						

<p>The below list is indicative only</p>	<p>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) 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</p>	<p>Version and Year of Release</p>	<p>Original Supplier</p>	<p>Description (include major features/services only)</p>	<p>O&M Support (Warranty/ATS/... as required as per RFP) Provided By</p>	<p>Reference in the Submitted Proposal (Please provide page number/section-number/volume)</p>
Others						
<p>Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)</p>						
Any Other proposed						
Technical Environment						
<p>Project Management Information System (PMIS)</p>				<p>Please provide the list of services offered as part of the PMIS solution</p>		
Configuration						

The below list is indicative only	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) 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	Version and Year of Release	Original Supplier	Description (include major features/services only)	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
Management						
Issue Tracker						
Any Other Proposed						
Infrastructure Services (at DC/DR)						
EMS				Please provide the list of services offered as part of the EMS solution		
Load Balancers						
Backup Software						
Helpdesk						
Antivirus						
SAN Management						

The below list is indicative only	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) 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	Version and Year of Release	Original Supplier	Description (include major features/services only)	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
Software						
Any other proposed software						

6.6.26 Technical Bill of Materials for Software

Table 19 Bill of Materials for Software

<p>The below list is indicative only</p> <p>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</p>	<p>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</p> <p>It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells</p>	<p>Unit of Measurement</p>		<p>Number of Licenses (UAT)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licenses (Training)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (Data Center - Production)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (DR Site)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>
CAS (State) Solution							
Webserver							
Application Server							
Database							
Operating System							
Others							
Reporting Engine							
Email/Messaging							
Search Engine							
Portal Server							

<p>The below list is indicative only</p> <p>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</p>	<p>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</p> <p>It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells</p>	<p>Unit of Measurement</p>		<p>Number of Licenses (UAT)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licenses (Training)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (Data Center - Production)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (DR Site)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>
Workflow Engine							
Rules Engine							
Directory Services							
DMS/CMS							
Security							
Identity Management							
Audit							
ETL							
Any Other Proposed							
CAS (State) Offline Solution							
Synchronization Solution							
Application Container							
Database							

<p>The below list is indicative only</p> <p>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</p>	<p>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</p> <p>It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells</p>	<p>Unit of Measurement</p>		<p>Number of Licenses (UAT)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licenses (Training)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (Data Center - Production)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (DR Site)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>
Others							
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)							
Any Other Proposed							
Technical Environment at SCRB							
Configuration Management							
Issue Tracker							
Any Other Proposed							

<p>The below list is indicative only</p> <p>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</p>	<p>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</p> <p>It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells</p>	<p>Unit of Measurement</p>		<p>Number of Licenses (UAT)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licenses (Training)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (Data Center - Production)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>	<p>Number of Licences (DR Site)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>
Infrastructure Services (at DC/DR)							
EMS							
Load Balancers							
Backup Software							
Helpdesk							
Antivirus							
SAN Management Software							
Any Other Proposed							

6.6.27 Technical Bill of Materials for Client Side Infrastructure

Table 20 Bill of Materials for Client site Infrastructure

Client Side Infrastructure	Quantity	Make and Model	Year of Introduction	Operating System along with version (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 the RFP (Yes/No)	Data Sheets Provided in the Proposal (Yes/No)
Desktops							
HDD 160GB							
Duplex Laser Printer							
Multi-function Laser(Print/Scan/Copy)							
UPS for 120 minute back-up							
2 KVA Generator Set							
16-Port Switch							
Fingerprint Reader							
Digital Camera							
Electronic Pen							
5KVA UPS (for District SP Offices)							
10 KVA UPS (For DGP and Police Headquarters)							
Switch for Higher Offices							
Any Other Item as Required							

6.6.28 Technical Bill of Materials for DC-DR Infrastructure

Table 21 Technical Bill of Materials for DC Infrastructure

	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)	Data Sheets Provided in the Proposal
Data Center														
Production CAS (State) Application Services Related Servers (Web, Portal, Application, Database, Directory....)														
Insert each item in a separate row as required														

	Services proposed to be hosted on the	Quantity	Make and Model	Year of Introduction	Operating System along with version (if applicable)	Processor and Number of Cores Offered	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	Compliance Matrix Provided as per the format given in the RFP (Yes/No)	Data Sheets Provided in the Proposal
Production CAS (State) 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 SCRB (Project Management, Configuration Management, Issue Tracker,...)														

	Services proposed to be hosted on the	Quantity	Make and Model	Year of Introduction	Operating System along with version (if applicable)	Processor and Number of Cores Offered	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	Compliance Matrix Provided as per the format given in the RFP (Yes/No)	Data Sheets Provided in the Proposal
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														

Technical BOM - H/W (Disaster Recovery Center)

Table 22 Technical BOM for DR Center

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)	required to indicate the compliance to the requirements in the RFP (ex. Capacity, Compliance Matrix Provided as per the format given in the RFP (Yes/No)	Data Sheets Provided in the Proposal (Yes/No)
Disaster Recovery Site												
Production CAS (State) Application Services Related Servers (Web, Portal, Application, Database, Directory....)												
Insert each item in a separate row as required												
CAS (State) Infrastructure Services Related Servers (EMS, AntiVirus, Backup, DNS,...)												

	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)	required to indicate the compliance to the requirements in the RFP (ex. Capacity, Compliance)	Matrix Provided as per the format given in the RFP (Yes/No)	Data Sheets Provided in the Proposal (Yes/No)
Insert each item in a separate row as required														
SAN Storage (List the total capacity offered on FC and SATA disks)														
SAN Switch														
FC-IP Router														
Tape Library														

6.6.29 Personnel Profiles

Table 23 Personnel profiles

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
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"> • Organizations worked for in the past <ul style="list-style-type: none"> ○ Organization name ○ Duration and dates of entry and exit ○ Designation ○ Location(s) ○ Key responsibilities • Prior project experience <ul style="list-style-type: none"> ○ Project name ○ Client ○ Key project features in brief ○ Location of the project ○ Designation ○ Role ○ Responsibilities and activities ○ Duration of the project Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if read/write/both)	

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

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

Certification

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

Signature:

Date:

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

Full name of authorized representative:

6.6.30 Suggestions on Changes to Contract Clauses

(Company letterhead)

[Date]

To

Inspector General of Police (CCTNS)

National Crime Records Bureau

East Block - 7, R. K. Puram

New Delhi - 110066

Sub: Changes to the Contract Clauses

Sir,

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

Table 24 Changes to Contract Clauses

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

Yours faithfully,

Authorised Signatory

Designation

6.7 Formats for the Commercial Bid Response

6.7.1 Commercial Proposal Cover Letter

(Company letterhead)

[Date]

To

<<Address to be added>>

Dear Sir,

Ref: RFP for Implementation of CCTNS in Odisha

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 Odisha or its appointed representatives.

We will obtain necessary Demand Draft/bank guarantees in the formats given in the bid document issued by a bank in India, acceptable to Odisha 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 Odisha 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 Odisha 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 Odisha as to any material fact.

S. No.	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
3.	Site preparation, commissioning, operationalization of IT infrastructure of District Training Centers and Regional Training Centre				
4.	Site Preparation at Police Stations and Higher Offices				
5.	Procurement, Delivery, Commissioning of IT Infrastructure at Police Stations and Higher Offices <i>Provide details as per the format (Form 2) below.</i>				
6.	Capacity building and Change Management				
7.	Co-ordination and management of network connectivity				
8.	Setup and management of IT infrastructure at the Data Center and Disaster Recovery Center <i>Provide details of the software solution components as per the format (Form 3) below.</i>				
9.	Handholding Support				
A	Sub-total for Services Provided During Implementation Phase (Sum of items 1 - 9):				
B	Blended Person Month Cost for 300 Person Months				
C	Blended Cost of Data Migration / Digitization of 1GB of data				
D	Blended Cost of Site Preparation for 10 Offices each of 1500 Sqft with 4 computers				
E	Blended Cost of Providing Handholding Support for 20 Police Stations / Higher Offices (One person per two Police Stations or Higher Offices for a period of one year)				
Services Provided During Post Implementation Phase					
10.	Operations and Maintenance Services for the 1 st year after “Go-Live”				
11.	Operations and Maintenance Services for the 2 nd year after “Go-Live”				
12.	Operations and Maintenance Services for the 3 rd year after “Go-Live”				

S. No.	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
13.	Operations and Maintenance Services for the 4 th year after “Go-Live”				
14.	Operations and Maintenance Services for the 5 th year after “Go-Live”				
F	Sub-total for Services Provided During Post Implementation Phase (Sum of items 10 - 14):				
	Grand Total for Consideration of L1 (A + B + C+D+E+F)				

6.7.3 Form 2: Procurement, Delivery, Commissioning of IT Infrastructure at Police Stations and Higher Offices

Table 26 Details of procurement, delivery, commissioning of IT Infrastructure at PS and Higher Offices

	Original supplier	Item Desc.	Unit of measurement	# (units)	Price per unit	Total price	Taxes and other duties	Total amount (INR)
Desktops								
Client Side Software Licenses (OS, Office, Anti-virus,...)								
Please Insert Details as required.								
HDD 160GB								
Duplex Laser Printer								
Multi-function Laser(Print/Scan/Copy)								
UPS for 120 minute back-up								
2 KVA Generator Set								
16-Port Switch								
Fingerprint Reader								
Digital Camera								
Electronic Pen								

	Original supplier	Item Desc.	Unit of measurement	# (units)	Price per unit	Total price	Taxes and other duties	Total amount (INR)
5KVA UPS (for District SP Offices)								
10 KVA UPS (For DGP and Police Headquarters)								
Switch for Higher Offices								
Any Other Item as Required								
Please insert detail as required								
Total amount (INR)								

6.7.4 Form 3: Details of the software solution components

Table 27 Details of Software Solution Components

	Original supplier	Item Desc.	Unit of measurement	# (units)	Price per unit	Total price	Taxes and other duties	Total amount (INR)
CAS (State) Solution								
Webserver								
Application Server								
Database								
Operating System								
Others								
Reporting Engine								
Email / Messaging								
Search Engine								
Portal Server								
Workflow Engine								
Rules Engine								
Directory Services								
DMS/CMS								
Security								
Identity Management								
Audit								

	Original supplier	Item Description	Unit of measurement	# (units)	Price per unit	Total price	Taxes and other duties	Total amount (INR)
ETL								
Any other Proposed								
CAS (State) Offline Solution								
Synchronization Solution								
Application Container								
Database								
Any Other Proposed								
Technical Environment at SCRB								
Project Management Information System								
Configuration Management								
Issue Tracker								
Any Other Item as Required								
Infrastructure Services (at DC/DR)								
EMS								
Load Balancers								
Backup Software								
Helpdesk								
Antivirus								
SAN Management Software								
Any Other Proposed								
Total amount (INR)								

6.8 Performance Bank Guarantee

[Date]

To,

<<Address to be added>>

Ref: Request for Proposal (RFP): CCTNS Project

Dear Sir,

Sub: PERFORMANCE BANK GUARANTEE for State Crime Record Bureau, Bhubaneswar, Government of Odisha

WHEREAS

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

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

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

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

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

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

This Performance Bank Guarantee shall continue and hold good till the completion of the period

'Go-Live' + 60 months, subject to the terms and conditions in the said Contract.

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

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

We hereby expressly waive all our rights to pursue legal remedies against State Crime Record Bureau, Bhubaneswar.

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

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

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

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

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

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

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

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the

contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

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

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

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

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

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

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

Dated this day 2011.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

6.9 Pre-bid query format

The queries can be sent on or before **27th April 2011** in the below format.

The following format is to be used for the queries.

Table 28 Query Format for Pre-bid

Sr. No.	Company Name	Page #	RFP Volume	Clause & Section	Terms Mentioned in RFP	Remarks / Suggestions
1						
2						
3						

The following format is to be used for contact information of the person sending the queries.

Table 29 Contact information of companies

Sr. No.	Company Name	Contact Person	Phone Number	Email
1				
2				
3				

Note: All queries need to be accompanied by contact information