

**E-GOVERNANCE
MISSION MODE PROJECT (MMP)**

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

**Request For Proposal
For Selection of System Integrator
For
Implementation, Commissioning and Maintenance of CCTNS**

VOLUME – II : COMMERCIAL AND BIDDING TERMS

Released By :



**Arunachal Pradesh Police,
Government of Arunachal Pradesh**

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List of Abbreviations / Acronyms

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
AHTU	Anti Human Trafficking Unit
APH&WCL	Arunachal Pradesh Police Housing & Welfare Corporation Ltd.
BG	Bank Guarantee
CAS	Core Application Software
CCTNS	Crime and Criminals Tracking Network and System
LD	Liquidated Damages
MHA	Ministry of Home Affairs
MSA	Master Service Agreement
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



REQUEST FOR PROPOSAL DATA SHEET

SL. NO.	INFORMATION	DETAILS
1	RFP Reference No. and Date	PH/EX/ESTT/CCTNS/2011-12/15 DTD. 02/02/2012
2	Non Refundable Tender Cost	Rs. 10,000/- (Ten Thousand only) in form of Demand Draft in favor of CCTNS Project, Arunachal Pradesh, payable at Itanagar, Arunachal Pradesh
3	Sale of RFP Document	02nd February, 2012 onwards
4	Earnest Money Deposit (EMD/Bid Security)	Rs. 50,00,000 (Rupees Fifty Lakhs) only in the form of Demand Draft / Bank Guarantee in favor of CCTNS Project, Arunachal Pradesh, payable at Itanagar, Arunachal Pradesh
5	Last date for submission of written queries for clarifications	15th February, 2012 till 4:00 PM
6	Date, time and venue for prebid meeting	17th February, 2012, at 11:00 am Conference Room, Police Hqrs., Itanagar
7	Last date, Time (deadline) and Venue for receipt of proposals in response to RFP notice	22nd February, 2012 upto 3:00 PM
8	Date, Time and Venue of opening of Technical Proposals received in response to the RFP notice	22nd February, 2012 at 3:30 PM
9	Place, Time and Date of opening of Financial Proposals received in response to the RFP notice	To be intimated later
10	Contact Person for queries	Shri Anil Shukla, IPS, Dy. Inspector General of Police (Crime) cum Nodal Officer, CCTNS, Arunachal Pradesh, Police Hqrs., Itanagar. Tel -0360-2291065, FAX - 0360 - 2291597, Email :- arpolice@rediffmail.com
11	Addressee and Address at which proposal in response to RFP notice is to be submitted	Office of the Managing Director, Arunachal Police Housing & Welfare Corporation Ltd., Police Headquarters, Arunachal Pradesh, Itanagar – 791113, Telephone : 0360 - 2212734, FAX – 0360-2291688, Email :- arpolice@rediffmail.com



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. BIDDING PROCESS DETAILS

The RFP is not an offer by Arunachal Pradesh Police but an invitation to receive proposals from eligible interested parties in respect of the above-mentioned project. The RFP does not commit Arunachal Pradesh Police 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.

2.1 RFP Data Sheet and Tentative Calendar of Events

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



2.2 General Instructions to Bidders

2.2.1 List of Documents comprising the RFP

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

1. RFP Volume I: Technical and Functional Requirements
2. RFP Volume II: Commercial and Bidding Terms
3. RFP Volume III: Contractual and Legal Specifications (to be discussed with selected bidder and will form the basis of Contract with Arunachal Pradesh Police Department).

This version is the Volume II (commercial & bidding terms) of the RFP.

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

2.2.2 Non – Disclosure Agreement

The bidders intending to submit the RFP documents shall submit a Non-Disclosure Agreement to APH&WCL, Arunachal Pradesh Police, in the format provided in Annexure 5.2 Non – Disclosure Agreement (NDA).

2.2.3 Bidder Inquiries and APH&WCL, Arunachal Pradesh Police Responses

All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by APH&WCL, Arunachal Pradesh Police as above in the format specified in Annexure 5.3 Request for Clarification. The mode of delivering written questions would be through post, fax or email. In no event will APH&WCL, Arunachal Pradesh Police be responsible for ensuring that bidders' inquiries have been received by them.

After the RFP is issued to the bidder, APH&WCL, Arunachal Pradesh Police shall accept written questions/inquiries from the bidders. APH&WCL, Arunachal Pradesh Police with support from the SPMC will endeavor to provide a complete, accurate, and timely response to all questions to all the bidders. However, APH&WCL, Arunachal Pradesh Police or the SPMC



makes no representation or warranty as to the completeness or accuracy of any response, nor does APH&WCL, Arunachal Pradesh Police undertake to answer all the queries that have been posed by the bidders. All responses given by APH&WCL, Arunachal Pradesh Police will be distributed to all the bidders.

2.2.4 Supplementary Information to the RFP

If APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

2.2.5 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 APH&WCL, Arunachal Pradesh Police to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement provided in Volume III) and all such activities related to the bid process. This RFP does not commit APH&WCL, Arunachal Pradesh Police to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

2.2.6 APH&WCL, Arunachal Pradesh Police's Right to terminate the Process

1. APH&WCL, Arunachal Pradesh Police makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone
2. This RFP does not constitute an offer by APH&WCL, Arunachal Pradesh Police. The bidder's participation in this process may result in APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police to execute a contract or to continue negotiations.

2.2.7 Earnest Money Deposit (EMD)

1. Bidders shall submit alongwith their bids EMD of Rs. 50,00,000 (Rupees Fifty Lakhs) only in the form of Demand Draft or Bank Guarantee in favor of CCTNS Project, Arunachal Pradesh, payable at Itanagar, Arunachal Pradesh of any nationalized bank situated at Itanagar and valid for 180 days from the due date of the tender. Bid security in any other form will not be accepted.
2. The bid security of all unsuccessful bidders would be refunded by APH&WCL, Arunachal Pradesh Police within three months of the bidder being notified by APH&WCL, Arunachal Pradesh Police as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
4. The bid security amount is interest free and will be refundable to the unsuccessful bidders. In case of the Bank Guarantee the Bank Guarantee will be returned to the unsuccessful bidders.
5. The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
6. The bid security may be forfeited:
 - o If a bidder withdraws its bid during the period of bid validity
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

2.2.8 Authentication of Bids

The bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney issued by competent authority accompanying the bid. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.



2.2.9 Venue & Deadline for submission of proposals

1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to APH&WCL, Arunachal Pradesh Police at the address specified below:

Office of the Managing Director, Arunachal Police Housing & Welfare Corporation Ltd.,
Police Headquarters, Arunachal Pradesh, Itanagar – 791113,
Telephone : 0360 - 2212734, FAX – 0360-2291688,
Email :- arpolice@rediffmail.com

2. Last Date & Time of submission: **22nd February , 2012 upto 3:00 PM**

3. APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.2.10 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.

2.3 Bid Submission Instructions

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. APH&WCL, Arunachal Pradesh Police 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, APH&WCL, Arunachal Pradesh Police would be making available a soft copy of this RFP on www.arunpol.nic.in.



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.

2.3.1 Mode of Submission

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

Envelope 1: Bid Security	The envelope containing the Bid Security shall be sealed and super scribed “Bid Security – CCTNS”. This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected. 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.
Envelope 2: Response to PreQualification Requirements	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 APH&WCL, Arunachal Pradesh Police at the address specified in this volume. This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected. The pre-qualification proposal should be submitted with two printed copies of the entire proposal and two soft copies 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. In case of discrepancies between the information in the printed version and



	<p>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 APH&WCL, Arunachal Pradesh Police at the address specified in this volume.</p> <p>This envelope <i>should not</i> 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 two soft copies 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 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 APH&WCL, Arunachal Pradesh Police at the address specified in this volume.</p>
Envelope 5	<p>All the above 4 envelopes along with the cover letter, as specified in</p>



	Annexure 5.5 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 Arunachal Pradesh ”).
<i>Note:</i>	<i>The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency.</i> <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>

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



will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

9. In exceptional circumstances, at its discretion, APH&WCL, Arunachal Pradesh Police 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.

2.3.2 Commercial Proposal

- i) The Bidder is expected to price all the items and services proposed in the Technical Proposal. APH&WCL, Arunachal Pradesh Police may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- ii) Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees.
- iii) The Commercial Proposal must be detailed and must cover each year of the contract term. The bidder must provide the Commercial Proposal in hardcopy only
- iv) **Correction of Error**
 - a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by APH&WCL, Arunachal Pradesh Police. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
 - b) Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.



v) Prices and Price Information

- a) The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of APH&WCL, Arunachal Pradesh Police as listed in the Volume I of this RFP. All the prices will be in Indian Rupees
- b) No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- c) The price quoted in the Commercial Proposal shall be the only payment, payable by APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- d) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as nonresponsive.
- e) Bidder should provide all prices, quantities as per the prescribed format given in Annexure 5.8 Formats for the Commercial Bid. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
- f) It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and



proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material and the commercial bid, the technical Bill of Material remains valid. In no circumstances shall the commercial bid be allowed to be changed /modified.

- g) It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder.
- h) The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
- i) All costs incurred due to delay of any sort, shall be borne by the Bidder.
- j) APH&WCL, Arunachal Pradesh Police reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

2.3.3 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 APH&WCL, Arunachal Pradesh Police and will not be returned.

2.3.4 Conditions under which this RFP is issued

- i) This RFP is not an offer and is issued with no commitment. APH&WCL, Arunachal Pradesh Police reserves the right to withdraw the RFP and change or vary any part thereof at any stage. APH&WCL, Arunachal Pradesh Police also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii) Timing and sequence of events resulting from this RFP shall ultimately be determined by APH&WCL, Arunachal Pradesh Police.
- iii) No oral conversations or agreements with any official, agent, or employee of APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police shall be superseded by the definitive agreement that results from this RFP process. Oral communications by APH&WCL, Arunachal Pradesh Police to bidders shall not be considered binding on APH&WCL, Arunachal Pradesh Police, nor shall any written materials provided by any person other than APH&WCL, Arunachal Pradesh Police.

- iv) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against APH&WCL, Arunachal Pradesh Police or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- v) Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of APH&WCL, Arunachal Pradesh Police to leave APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police

2.3.5 Rights to the Content of the Proposal

All proposals and accompanying documentation of the Technical proposal will become the property of APH&WCL, Arunachal Pradesh Police and will not be returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. APH&WCL, Arunachal Pradesh Police 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. APH&WCL, Arunachal Pradesh Police 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.

2.3.6 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.



2.3.7 Non-Conforming Proposals

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

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

2.3.8 Disqualification

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

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



10. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
11. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately
12. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by APH&WCL, Arunachal Pradesh Police
13. Bidders may specifically note that while evaluating the proposals, if it comes to APH&WCL, Arunachal Pradesh Police'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 APH&WCL, Arunachal Pradesh Police
14. The bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

2.3.9 Acknowledgement of Understanding of Terms

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

2.4 Bid Opening and Evaluation Process

2.4.1 Bid Opening Sessions

1. Total transparency will be observed while opening the proposals/bids.
2. APH&WCL, Arunachal Pradesh Police reserves the rights at all times to postpone or cancel a scheduled bid opening.



3. The bids will be opened, in two sessions, one for Technical and one for Commercial of those bidders whose technical bids qualify, in the presence of, bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for APH&WCL, Arunachal Pradesh Police, 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, APH&WCL, Arunachal Pradesh Police shall go ahead and open the bid of the bidders.
5. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
6. The bid security will be opened by APH&WCL, Arunachal Pradesh Police 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.

2.4.2 Overall Evaluation Process

1. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
2. APH&WCL, Arunachal Pradesh Police 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. APH&WCL, Arunachal Pradesh Police may seek inputs from their professional, external experts in the technical and commercial evaluation process.
3. The APH&WCL, Arunachal Pradesh Police shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.



4. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

2.4.3 Evaluation of Technical Proposals

1. The evaluation of the Technical bids will be carried out in the following manner:
The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
2. Proposal Presentations: The committee may invite each bidder to make a presentation to APH&WCL, Arunachal Pradesh Police at a date, time and venue decided by APH&WCL, Arunachal Pradesh Police. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.
3. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.
4. Following will be the technical evaluation methodology:

_ Each Technical Bid will be assigned a technical score out of a maximum of 100 points.

_ Only the bidders, who score above the minimum cut-offs in all the section AND score a total Technical score of **70 (seventy)** or more, will qualify for the evaluation of their commercial bids.



_ The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.

_ The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.

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

2.4.4 Pre-Qualification Criteria

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

- The Bidder should be an Information Technology System Integrator with a registered office and operations in India. The company should be operational in India for at least the last five financial years. The Prime Bidder (System Integrator) will be a single legal entity.
- Consortium bid is allowed with maximum of 3 nos. of companies including the prime Bidder. All consortium members to sign a MoU/Letter of Association. The State may consider single bidders instead of Consortium if the bidder is capable of providing all the bundle of services by itself and it is not compulsory that every bidder must be in Consortium.
- The Bidder must have an office in Arunachal Pradesh or should furnish an undertaking that the same would be established within two months of signing the contract.
- The Bidder (lead bidder in case of Consortium that needs to be a single legal entity) should be a profitable vendor for the last 3 years with profit records and must have an annual turnover of not less than Rs. 200 Crores for the last three financial years (as on 31-03-2011) from IT and IT allied operations (IT enabled, IT audit etc).



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- The Bidder must have a proven track record of providing a successful ‘Turnkey Solution’ for at least five (5) IT-projects. At least one of the 5 quoted projects should be an integrated turnkey project either completed/in process of completion of value of Rs. 3 Crores or above in any of the states in North East of India including setting up and configuring the hardware (Servers, Desktop, Network Clients) and implementing software solution including Operating Systems, Infrastructure Management Software, RDBMS, establishment of LAN / WAN including Firewalls, PKI, etc. and providing life cycle support.
- The Bidder must have a proven track record of implementing at least two (2) e-Governance projects summing up to a value of Rs. 1.5 Crores or above.
- The Bidder must have prior experience of working on at least 1 Software Services Project for Government of India, any of the State/UT governments or Public Sector Units. The project must be worth at least Rs. 1 Crore.
- The Bidder must have been assessed and certified for CMMi Level 3 or above. The certificate should be valid for at least a period of one year from the date of submission of the bid.
- Bidders (including any consortium partner) declared blacklisted / ineligible to participate for bidding during last five financial years by any State/Central Govt. or State/Central PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices, shall not be eligible to participate in this bid process.
- Bidders declared by state to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- Breach of general or specific instructions for bidding, general and special conditions of contract with State or any of its other client organizations during the past 5 years may make a firm ineligible to participate in the bidding process.



- State reserves its right to subject the bidders to security clearances as it deems necessary

1. 'IT-projects' relates to projects involving IT Infrastructure procurement and commissioning, IT Application Customization, Integration with legacy systems, Deployment and Maintenance

2. 'e-Governance projects' is defined as 'deployment of IT systems for a government / public sector enterprises.

3. 'Software Services Project' relates to projects involving development or deployment of a IT application and Maintenance of the same.

4. In respect of both 1 and 2 above, the respondent should have been directly responsible for the implementation of the projects and not just a member of a consortium.

5. For items such as Site Preparation, Data digitization/migration, Capacity building (Training personnel) and Handholding the bidder may work with a partner/consortium.

Consortium Criteria

The following are the requirements for a Consortium:

- The number of members in a consortium shall not be more than **Three (3)**, i.e. one lead member and two other members. However, SI shall be the prime bidder and shall be solely responsible for all implementation of entire scope of the project. Also, the prequalification criteria have to be met by the lead/prime bidder on its own.
- The bid should contain details of all the members of consortium including their legal status and specify their roles and responsibilities in the project.
- The members of the consortium shall enter into a Memorandum of Understanding (MoU)/Letter of Association for purpose of submitting proposal and the same shall be submitted to Arunachal Pradesh Police with the technical bid.
- Lead member of the consortium shall independently fulfill the qualification criteria and as a signatory to agreement be solely responsible for all obligations under the agreement.

Sub-contracting

System Integrator shall not subcontract any work related to core activities of CCTNS implementation viz. Data Centre, Security, DR Site, Hardware & IT infrastructure implementation, Customization/Application Development, roll-out of the CCTNS- CAS (State)



application and other core activities to be performed under this project without prior written consent of Arunachal Pradesh Police.

However the bidder can subcontract non-core activities to companies fulfilling the following conditions:

- a. The sub contractor must be ISO 9001 in IT services. (ISO 27001 certification wherever relevant)
- b. The subcontractor should have been in Information Technology business for 5 years
- c. The subcontractor must have Service Tax registration no./PAN no./Provident Fund Commissionerate no.
- d. The sub contractor must have completed 5 projects for Government/PSU including one project preferably with the State Police Department involving implementation at Police Stations and Higher Offices.

However the System Integrator shall provide list of all the other services planned to be sub contracted with the Technical proposal only. It is clarified that the System Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The System Integrator undertakes to indemnify the Arunachal Pradesh Police or its nominated agencies from any claims on the grounds stated hereinabove.

2.4.5 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.

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 Undertaking on Patent Rights in the format prescribed in this RFP
2.	Submission of Undertaking on Conflict of Interest in the format prescribed in this RFP
3.	Submission of Undertaking on Non-malicious Code Certificate in the format prescribed in this RFP



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4.	Submission of Undertaking on Pricing of Items of Technical Response in the format prescribed in this RFP
5.	Submission of undertaking on Offline Functionality in the format prescribed in this RFP
6.	Submission of undertaking on Provision of Required Storage Capacity in the format prescribed in this RFP
7.	Submission of undertaking on Compliance and Sizing of Infrastructure in the format prescribed in this RFP
8.	Submission of undertaking on Provision for Support for Software in the format prescribed in this RFP
9.	Submission of undertaking on Service Level Compliance in the format prescribed in this RFP
10.	Submission of undertaking on Deliverables in the format prescribed in this RFP
11.	Submission of undertaking on Training for Users in the format prescribed in this RFP
12.	Submission of undertaking on Support to Certification in the format prescribed in this RFP
13.	Submission of undertaking on Exit Management and Transition in the format prescribed in this RFP
14.	Submission of undertaking on Continuous Improvement in the format prescribed in this RFP
15.	Submission of undertaking on Personnel in the format prescribed in this RFP
16.	Submission of undertaking on Provision of Work Environment in the format prescribed in this RFP
17.	Submission of undertaking on Changes to the Contract Clauses in the format prescribed in this RFP
18.	The client side, server side, and network infrastructure proposed shall meet all the specifications mentioned in this RFP. The bidder shall provide compliance matrix for each of the proposed components indicating compliance.
19.	Detailed logic of arriving at the Storage Capacity provided by the bidder and the details of the storage configuration (usage space, number of FC and SATA disks with RAID levels, storage expandability/capability in terms of maximum number of disks ...).
20.	Submission of undertaking on OEM Authorization

Technical Evaluation Scoring Matrix:

Sl. No.	Evaluation Criterion	Point System (Cr. = Rs. In Crore)	Max score
1	Previous Project Experience		35



Project Software services (design/development) project experience in the chosen technology stack		6
• Profile (scope and duration) of the Project.	Project Size > 2 Cr. = 1, > 4 = 1.5, > 6Cr. =2	
▪ Recency of the Projects	Project started in last 3 years = 2, Before 3 Years= 0	
▪ When the project is completed.	Completed = 2, Incomplete = 0	
Previous project experience related to Site Preparation and Installation and Commissioning of Client Side Infrastructure for multi-site, geographically spread project location		6
▪ Profile (scope and duration) of the Projects.	Project Size > 25 Cr. =1, > 40 Cr. = 1.5, > 75 Cr. = 2	
▪ Recency of the Projects	Project started in last 3 years = 2, Before 3 Years= 0	
▪ When the project is completed.	Completed = 2, Incomplete = 0	
Previous project experience related to Networking for multi-site, geographically spread project location		6
▪ Profile (scope and duration) of the Projects.	Project Size > 25 Cr. =1, > 40 Cr. = 1.5, > 75 Cr. = 2	
▪ Recency of the Projects	Project started in last 3 years = 2, Before 3 Years= 0	
▪ When the project is completed.	Completed = 2, Incomplete = 0	
Previous project experience related to setting up of Infrastructure (Server and Storage) for a Data Center and Disaster Recovery Center		6
▪ Profile (scope and duration) of the Projects.	Project Size > 2 Cr. =1, > 4 Cr. = 1.5, > 6 Cr. = 2	
▪ Recency of the Projects	Project started in last 3 years = 2, Before 3 Years= 0	
▪ When the project is completed.	Completed = 2, Incomplete = 0	
Previous project experience in Data Migration / Data Digitization		5
• Profile (scope and duration) of the projects	Project Size > 2 Cr. = 1, < 2 Cr. = 0	
• Recency of the Projects	Project start in last 3 years = 2, Before 3 Years = 0	
• Whether the project is completed	Completed = 2, Incomplete = 0	
Previous project experience in implementing Capacity Building / Change Management		3
• Profile (scope and duration) of the projects	Project Size > 2 Cr. = 1, > 4 Cr. = 1.5, > 6 Cr.= 2	
• Recency of the Projects	Project start in last 3 years = 1, Before 3 Years = 0	



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	• Whether the project is completed	Completed = 1, Incomplete = 0	
	Previous project experience in Operations and Maintenance of the project	> 1 Yr. = 1, > 2 Yrs. = 2, > 3 Yrs. = 3	3
2	Detailed Methodology		20
	Methodology for Data Migration/Data Digitization	Basic Project structure, feasibility and risk analysis. = 6	10
		Management / Technical approaches = 2	
		Implementation Management, Quality assurance and estimates of efforts = 2	
	Methodology for Change Management and Capacity Building	Basic Project structure, feasibility and risk analysis. = 2	5
		Management / Technical approaches = 2	
		Implementation Management, Quality assurance and estimates of efforts = 1	
	Methodology for Exit Management	Comprehensiveness and Completeness of the Plan = 3	5
		Suitability of the plan to the project requirements = 2	
3	Proposed Team and Governance Structure		25
	Project Manager	Refer evaluation matrix given for points	4
	Proposed team and profiles for CAS Customization, Configuration and Integration	Refer evaluation matrix given for points	3
	Proposed team and profiles for Capacity Building/Change management	Refer evaluation matrix given for points	3
	Proposed team and profiles for Data Migration	Refer evaluation matrix given for points	3
	Proposed team and profiles for Infrastructure setup (Data Centre establishment)	Refer evaluation matrix given for points	3
	Proposed team and profiles for Networking and related components	Refer evaluation matrix given for points	3
	Proposed team and profiles for Domain Experts	Refer evaluation matrix given for points	3
	Proposed team for Operations and Maintenance	Refer evaluation matrix given for points	3
4	Project Plan		20
	Comprehensiveness of the project plan and Resource planning, allocation and loading	Solution meeting the technical requirement of project = 4, Not meeting the technical requirement = 0	8
		Proper implementation plan given using project management tool = 2 , No project plan submission = 0	
		Proper allocation plan for proposed deployment of manpower for timely completion of project = 2, Resource Allocation planning not given = 0	
	Activities, sequencing, dependencies among activities	Project Plan document wherein the phases for the project will be described and a timeline will be provided for each activity=2 No Plan submission = 0	4
		Proposal with monthly plan for activities based on the scope of the work = 2, No Plan Submission = 0	



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Proposed Status Reporting mechanism	Reporting mechanism clearly defined as per requirement of RFP = 2 Reporting method not defined = 0	4
	Project Monitoring Tools and System offered = 2 Project Monitoring Tool and System not offered = 0	
Risk Management & Mitigation plan	Risk Management and Mitigation plan submitted = 3 Non submission of risk management and mitigation plan = 0	4
Total		100
Minimum Cut-off Score		70

Matrix for the Evaluation of Team				
Team Details	Academic qualifications	Total Experience in related field	Proposed Size of Team	Maximum Marks
Criteria				
Project Manager	BE / BTech with MBA and PMP certification Compliance = 1 Non Compliance = 0	> 10 Years Exp. = 2 >= 5 Years Exp. = 1 < 5 Years Exp. = 0	>= 1 PM = 1	4
Proposed team and profiles for CAS Customization, Configuration and Integration	BE / BTech / MCA with Product certification for proposed stack Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>= 20 No. = 1 < 20 No. = 0	3
Proposed team and profiles for Capacity Building/Change management	MCA / MBA / MSC / BSC / BCA or equivalent Compliance = 0.5 Non Compliance = 0	>= 2 Years Experience = 0.5 < 2 Years Experience = 0	>=100No. =2 1 < 100 No. = 0	3
Proposed team and profiles for Data Migration	BE / BTech / MCA/ MSC (CS/IT) with Product certification for proposed stack Compliance = 0.5 Non Compliance = 0	>= 2 Years Experience = 0.5 < 2 Years Experience = 0	>=5 No. = 2 <5No. = 0	3
Proposed team and profiles for Infrastructure setup (Data Centre establishment)	For DBA - BE / BTech / MCA with Certification on proposed database Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>=5 No. = 1 <5No. = 0	3
	For System Administrator- BE/ BTech / MCA with Certification on proposed OS and DC Equipments Compliance = 1 Non Compliance = 0			



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Proposed team and profiles for Networking and related components	For Network Administrator - B. Tech or BE/ BTech/ M.Sc. (IT/CS) with CCNA Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>=3 No. = 1 <3No. = 0	3
Proposed team and profiles for Domain Experts	BE / BTech / MCA / MBA or equivalent Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>=3 No. = 1 <3No. = 0	3
Proposed team for Operations and Maintenance	BE (CS)/ MCA /M.Sc. (IT/CS) or equivalent Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>= 12 No. = 1 < 12 No. = 0	3

2.4.6 Technical Proposal

1. All the mandatory undertakings
2. The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP Volume I. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to the proposal.
3. Previous Project Experience for all the criterion in the technical evaluation matrix in the format provided in the RFP.
4. Proposed Methodology for Data Migration, Change Management / Capacity Building, and Exit Management.
5. The Technical Proposal should address the following:



- Overview of the proposed solution that meets the requirements specified in the RFP
 - Overall proposed Solution, technology, and deployment architecture
 - Details of the Solution as per the format provided in the RFP
 - Bill of material of all the components (i.e. software, hardware, etc.) as per the formats provided in the RFP
 - Approach & methodology for project development and implementation including the project plan
 - Overall Governance Structure and Escalation Mechanism
 - Project team structure, size, capability and deployment plan (Total Staffing plan including numbers)
 - Training and Communication Strategy for key stakeholders of the project
 - Key Deliverables
 - Project Management, reporting and review methodology
 - Strategy for conducting Operations & Maintenance
 - Risk Management approach and plan
 - Certification from the OEMs on the Infrastructure proposed by bidder
 - Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria
6. Bidder must provide the team structure and the resumes of key profiles within each team such as manager(s), technical experts, domain experts, etc responsible for the management of this project in the format provided in the RFP.
7. Comprehensive Project Plan Along with Manpower deployment plan and resources to be dedicated to the project.

2.4.7 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 three years for Operations and Maintenance Services), the DCF method will be used to compare different payment terms, including advance



payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest bidder.

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

Detailed modalities for applying DCF technique are as below:

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

6. **The NPV will be calculated using the formula below:**

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

Where,

- i. $C_0 \dots C_n$ are the yearly cash flows as illustrated below
- ii. C_0 is the Sum of the below components
 - a. Sub-total for Services Provided during Implementation Phase (Sum of items 1 – 8, refer to Pricing Summary Sheet)
 - b. Blended Person Month Cost for 300 Person Months (refer to Pricing Summary Sheet)



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.

3. AWARD OF CONTRACT

3.1 Award Criteria

APH&WCL, Arunachal Pradesh Police 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.

3.2 Arunachal Pradesh Police's Right To Accept Any Proposal and To Reject Any or All Proposals

APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police's action.

3.3 Notification of Award



Prior to the expiration of the validity period, APH&WCL, Arunachal Pradesh Police 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, APH&WCL, Arunachal Pradesh Police will promptly notify each unsuccessful bidder and return their Bid Security.

3.4 Contract Finalization and Award

The APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded. APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police, 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 APH&WCL, Arunachal Pradesh Police. 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”.

3.5 Signing of Contract

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



APH&WCL, Arunachal Pradesh Police 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.

3.6 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 APH&WCL, Arunachal Pradesh Police to consider those suggestions.
- D. The bidder should not suggest any change that has financial or commercial implications during the execution of the contract and is against the basic spirit of procuring the services for the implementation of the project

The bidder is also requested not to base the commercial quote during the e-auction on the assumptions that the suggestions for changes to the draft contract will be accepted by APH&WCL, Arunachal Pradesh Police

3.7 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 Arunachal Pradesh Police 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.

4. PAYMENT TERMS AND SCHEDULE

4.1 Advance Bank Guarantee



An advance bank guarantees equaling to 10% of bid value (Advance payment to the bidder) would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. At present HDFC Bank, ICICI Bank and AXIS Bank are the only three private sector banks authorized by the Government. Details of the bank are to be furnished in the commercial offer. The Advance Bank Guarantee should be furnished at the time of signing of the contract and should be valid for entire term of the contract.

4.2 Performance Bank Guarantee

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

4.3 Liquidated Damages

In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents and supply the solution / equipment as per schedule specified in this RFP, APH&WCL, Arunachal Pradesh Policemay at its discretion withhold any payment until the completion of the contract. APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police under the contract and law.

4.4 Payment Schedules and Milestones



The successful bidder will sign a Service Level Agreement (SLA) with APH&WCL, Arunachal Pradesh Police covering all the required services.

The payment schedule and milestones are divided into two phases:

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

Milestones and Payment Schedules

Milestone	Payment Milestones for the Implementation phase	% Payment
Implementation Phase		70%
M1.	Advance	5%
M2.	Pre – Go Live Readiness* in the Phase I Districts	10%
M3.	Go-Live** in the Phase I Districts	15%
M4.	Pre – Go Live Readiness in the Phase II Districts	15%
M5.	Go-Live in the Phase II Districts	15%
M6.	Successful integration with CAS (Center) and successful transfer of the data for three months in succession	10%
Operations & Maintenance Phase		30%
M7.	6 half-yearly installments over 3 yrs from “Go-Live” date each installment being maximum 5% of total contract value depending upon quarterly performance level assessed on basis of SLAs defined in RFP	(5% * 6 installments)

Note : All payments to the System Integrator shall be made upon submission of invoices along with relevant sign-offs from Arunachal Pradesh Police.



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

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

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

- Data Migration / Digitization
- Capacity Building Program covering the targeted personnel
- Change Management Initiatives covering the targeted personnel
- Site Preparation
- Delivery and Commissioning of Client Side Infrastructure
- Networking
- Commission of the Configured, Customized, and Extended CAS (State)
- The PS / HO have completely migrated to the new application and the police station and the higher offices' personnel are successfully conducting the intended functions through the application

The operations and maintenance phase is for a period of three years post Go-Live in the last district. 30% of the total cost quoted will be paid in 6 equal half-yearly installments over a period of 3 years from “Go-Live” date each installment being maximum 5 % of total contract value depending upon quarterly performance level assessed on basis of SLAs defined in RFP.

5. ANNEXURES

5.1 Non – Disclosure Agreement (NDA)

[Company Letterhead]



This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, APH&WCL, Arunachal Pradesh Police, _____, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

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

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
 - c. Use the Information only as needed for the purpose of bidding for the Project;
 - d. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
 - e. Undertake to document the number of copies it makes



- f. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through no wrongful act of the Bidder; or
 - c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
 4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
 5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
 6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.



7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
10. CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
12. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

_____(Signature)_____

(Name of the Authorized Signatory)

Date

Address

Location:

5.2 Requests for Clarification

Bidders requiring specific points of clarification may communicate with APH&WCL, Arunachal Pradesh Police during the specified period using the following format:



<<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:
S.No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required
1			
2			

5.3 Earnest Money Deposit

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



2. In the event of the System Integrator withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the Guarantee deposited by the System Integrator stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
3. No interest shall be payable by the Government to the System Integrator on the guarantee for the period of its currency.

Dated this _____ day of _____ 2012

For the Bank of _____
(Agent/Manager)

5.4 Bid Cover Letter

[Cover Letter]

[Date]

To,

<<Address to be added>>

Dear Sir,

Ref : RFP for Implementation of CCTNS in Arunachal Pradesh.

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 APH&WCL,



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.

(Company Seal)

Date:

Signature:

(Name)

5.5 Formats for the Pre-Qualification Response

5.5.1 DETAILS OF THE ORGANIZATION

Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Certificate of Incorporation from Registrar Of Companies(ROC)	



b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company

5.5.2 FINANCIAL INFORMATION

Financial Information			
	FY 2010-11	FY 2009-10	FY 2008-09
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents:			
a) Auditor Certified financial statements for the Last three financial years; 2010-11, 2009-10, and 2008-09 (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)			

5.5.3 RELEVANT IT PROJECT 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 is 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.	

5.5.4 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)	
Mandatory Supporting Documents: a) Letter from the client to indicate the successful completion of the projects	
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 or above 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.	

5.5.5 RELEVANT SOFTWARE SERVICES PROJECT EXPERIENCE

Relevant Software Services Project Experience Provide no more than 1 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)	

5.6 Formats for the Technical Bid Response

5.6.1 Undertaking on Patent Rights

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Patent Rights

Sir,

1. I/We as System Integrator (SI) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipments, systems or any part thereof to be supplied by us. We shall indemnify APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police and persons



authorized by APH&WCL, Arunachal Pradesh Police, 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 APH&WCL, Arunachal Pradesh Police of any legal action.

Yours faithfully,

Authorized Signatory

Designation

5.6.2 Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Conflict of Interest

Sir,

I/We as System Integrator (SI) do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the SI or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with APH&WCL, Arunachal Pradesh Police.

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 APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police and/or its representatives, if any such conflict arises later.



Yours faithfully,

Authorized Signatory

Designation

5.6.3 Non-Malicious Code Certificate

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Non-Malicious Code Certificate

Sir,

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

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

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



3. Without prejudice to any other rights and remedies available to APH&WCL, Arunachal Pradesh Police, 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,

Authorized Signatory

Designation

5.6.4 Undertaking On Pricing of Items of Technical Response

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Clarifications sent to APH&WCL, Arunachal Pradesh Police.

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



5.6.5 Undertaking on Offline Functionality

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Offline Functionality

Sir,

1. I/We as System Integrator do hereby undertake to design and develop all the offline functionality required by APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police to be part of CCTNS Project.

Yours faithfully,

Authorized Signatory

Designation



5.6.6 Undertaking on Provision for Required Storage Capacity

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Provision for Required Storage Capacity

Sir,

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

Yours faithfully,

Authorized Signatory

Designation



5.6.7 Undertaking on Compliance and Sizing of Infrastructure

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Compliance and Sizing of Infrastructure

Sir,

1. I/We as System Integrator do hereby undertake that we have proposed and sized the hardware and all software (including licenses) based on information provided by APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police will be carried out at no additional cost to APH&WCL, Arunachal Pradesh Police.

Yours faithfully,

Authorized Signatory

Designation

5.6.8 Undertaking on Provision of Support for Software

(Company letterhead)

[Date]



To

<<Address to be added>>

Sub: Undertaking on Provision of Support for Software

Sir,

1. I/We as System Integrator do hereby undertake the provision for ATS/Warranty support (Services as defined in Section XXX of Volume I (Scope Services) of RFP) by OEM/OSV/IV for all the primary components (Web Server, Application Server, Database and Operating System) of the Core Application Software for both State and Centre during the duration of the contract period.
2. We also undertake to provide the support needed for any 3rd party products proposed as part of Application Software during the duration of the contract period.

Yours faithfully,

Authorized Signatory

Designation



5.6.9 Undertaking on Service Level Compliance

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Service Level Compliance

Sir,

1. I/We as System Integrator do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the Addendum to the RFP to provide quality service to APH&WCL, Arunachal Pradesh Police.
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 APH&WCL, Arunachal Pradesh Police, then we will augment the team without any additional cost to APH&WCL, Arunachal Pradesh Police.

Yours faithfully,

Authorized Signatory

Designation



5.6.10 Undertaking on Deliverables

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Deliverables

Sir,

1. I/We as System Integrator do hereby undertake the adherence of <<>> Certification or above standards to the processes, deliverables/artefacts to be submitted to APH&WCL, Arunachal Pradesh Police proposed as part of the CCTNS Software for both State and Centre.
2. We also recognize and undertake that the Deliverables/artifacts shall be presented and explained to APH&WCL, Arunachal Pradesh Police and other key stakeholders (identified by APH&WCL, Arunachal Pradesh Police), and also take the responsibility to provided clarifications as requested by APH&WCL, Arunachal Pradesh Police.
3. We also understand that the acceptance, approval and sign-off of the deliverables by APH&WCL, Arunachal Pradesh Police will be done on the advice of Core Group and/or the CTT and/or the SPMU. We understand that while all efforts shall be made to accept and convey the acceptance of each deliverable in accordance with the project schedule, no deliverable will be considered accepted until a specific written communication to that effect is made by APH&WCL, Arunachal Pradesh Police..

Yours faithfully,

Authorized Signatory

Designation



5.6.11 Undertaking on Training the Users

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Training the Users

Sir,

1. I/We hereby undertake to train users (to be identified by APH&WCL, Arunachal Pradesh Police) as per APH&WCL, Arunachal Pradesh Police'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

5.6.12 Undertaking on Support to Certification



(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Support to Certification

Sir,

1. I/We understand that application (including the application and the associated IT systems) have to be certified by a 3rd party agency (to be identified by APH&WCL, Arunachal Pradesh Police) before the system is commissioned.
2. I/We understand that while the certification expenses will be borne by APH&WCL, Arunachal Pradesh Police, 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

5.6.13 Undertaking on Exit Management and Transition

(Company letterhead)



[Date]

To

<<Address to be added>>

Sub: Undertaking on Exit Management and Transition

Sir,

1. I/We hereby undertake that at the time of completion of the engagement, we shall successfully carry out the exit management and transition (to APH&WCL, Arunachal Pradesh Police or to an agency identified by APH&WCL, Arunachal Pradesh Police) to APH&WCL, Arunachal Pradesh Police's satisfaction.
2. I/We further undertake to complete the following as part of the Exit Management and Transition:
 - i. Capacity Building at APH&WCL, Arunachal Pradesh Police
 - a. We undertake to design team/organization structure at APH&WCL, Arunachal Pradesh Police to manage the system
 - b. We undertake to carry out an analysis of the skill set requirement at APH&WCL, Arunachal Pradesh Police to manage system and carry out the training & knowledge transfer required at APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police before transition
 - b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police.

Yours faithfully,



Authorized Signatory

Designation

5.6.14 Undertaking on Continuous Improvement

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Continuous Improvement

Sir,

1. I/We understand that Continuous improvement of application is highly critical for APH&WCL, Arunachal Pradesh Police 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



5.6.15 Undertaking on Personnel

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Personnel

Sir,

1. I/We as System Integrator do hereby undertake that those persons whose profiles were part of the basis for evaluation of the bids and have been identified as “Key Personnel” of the proposed team, including Project Manager, Lead Technical Architects, Modeling/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 APH&WCL, Arunachal Pradesh Police.
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 APH&WCL, Arunachal Pradesh Police. APH&WCL, Arunachal Pradesh Police 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 APH&WCL, Arunachal Pradesh Police has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of APH&WCL, Arunachal Pradesh Police 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

5.6.16 Undertaking on Provision of Work Environment at State

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Provision of Work Environment at State

Sir,

1. I/We as System Integrator do hereby understand that the onsite team of Software Development Agency operating out of APH&WCL, Arunachal Pradesh Police 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

5.6.17 Undertaking on Changes to the Contract Clauses

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Changes to Contract Clauses

Sir,

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

Yours faithfully,

Authorized Signatory

Designation



5.6.18 Undertaking from OEM on Authorization of use of their OEM products

(Company letterhead)

[Date]

To

<<Address to be added>>

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

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of SI> (“SI”) have due authorization from us to provide services, to APH&WCL, Arunachal Pradesh Police, 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 APH&WCL, Arunachal Pradesh Police. We further endorse the warranty, contracting and licensing terms provided by SI to APH&WCL, Arunachal Pradesh Police

Sr. No.	Product Name	Remarks
1.		
2.		
3.		

Yours faithfully,

Authorized Signatory

Designation

OEM’s company name

CC: SI’s corporate name



5.6.19 Profiles of the Previous Project Experience

Relevant Project experience

Relevant project Experience	
Provide no more than 3 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	
Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.	

5.6.20 Solution Information

Solution Information						
The below list is indicative only	Proposed Solution (Provide the Product	Version and	Original Supplier	Description (include	O&M Support	Reference in the



CCTNS Commercial & Bidding Terms

	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	Year of Release		major features/services only)	(Warrant y/ATS/... as required as per RFP) Provided By	Submitted Proposal (Please provide page number/secret number/volume)
CAS (State) Solution						
Web server						
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						
ETL						
Any Other						



Proposed						
CAS (State) Offline Solution						
Synchronization Solution						
Application Container						
Database						
Others						
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)						
Any Other Proposed						
Technical Environment						
Project Management Information System (PMIS)				Please provide the list of services offered as part of the PMIS solution		
Configuration Management						
Issue Tracker						
Any Other Proposed						



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 Software						
Any Other Proposed						



5.6.21 Technical Bill of Materials for Software

Technical Bill of Materials (Software Solutions)

Technical Bill of Materials (Software Solution)							
<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 items is not provided, the SI may indicate N/A in the corresponding cells</p>	<p>Unit of Measurement</p>	<p>Number of License (Development Environment)</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 License (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 Licenses (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 License (DRSite)</p> <p>Please indicate N/A where not applicable</p> <p>Please indicate N/L where there is no license requirement</p>
<p>CAS (State) Solution</p>							



Web server							
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							
ETL							



Any Other Proposed							
CAS (State) Offline Solution							
Synchronization Solution							
Application Container							
Database							
Others							
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)							
Any Other Proposed							
Technical Environment at Police Deptt.							
Project Management Information System							
Configuration Management							
Issue Tracker							
Any Other Proposed							
Infrastructure Services (at DC/DR)							
EMS							
Load Balancers							
Backup Software							



Helpdesk							
Antivirus							
SAN Management Software							
Any Other Proposed							

5.6.22 Technical Bill of Materials for Infrastructure

	Reference of server/storage info in Submitted Proposal (Pls provide page no./section no./volume)	Services proposed to be hosted on Server	Qty	Make & Model	Yr of Introduction	OS with version (if applicable)	Processor & No. of Core (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 compliance to requirements in RFP (ex. Capacity, Disk Space)	Compliance Matrix Provided as per format given in RFP (Y/N) In case matrix not provided, please provide same	Data Sheets Provided in the Proposal (Y/N) In case matrix is not provided, please



CCTNS Commercial & Bidding Terms

AN Storage (List the total capacity offered on FC and ATA disks)																	
AN Switch																	
C-IP Router																	
ape Library																	



5.6.23 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"> o Organization name o Duration and dates of entry and exit o Designation o Location(s) o Key responsibilities • Prior project experience <ul style="list-style-type: none"> o Project name 	



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

*Each profile must be accompanied by the following undertaking from the staff member:
(Alternatively, a separate undertaking with the same format as below with all the names of the proposed profiles should be provided)*

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and me. I understand that any willful 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:

5.6.24 Suggestions on Changes to Contract Clauses

(Company letterhead)

[Date]



To

<<Address to be added>>

Sub: Changes to the Contract Clauses

Sir,

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

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

Yours faithfully,

Authorised Signatory

Designation

5.7 Formats for the Commercial Bid Response

5.7.1 Commercial Proposal Cover Letter

(Company letterhead)

[Date]



To

<<Address to be added>>

Dear Sir,

Ref: RFP for Implementation of CCTNS in Arunachal Pradesh

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 Arunachal Pradesh Police or its appointed representatives.

We will obtain necessary bank guarantees in the formats given in the bid document issued by a bank in India, acceptable to Arunachal Pradesh Police 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 Arunachal Pradesh Police 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 Arunachal Pradesh



5.7.2 Form 1: Pricing Summary

S. No	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
Services Provided During Implementation Phase					
1.	Systems Study and Configuration Customization and Extension (New Modules) of CAS (State) and Integration with CAS (Center) and External Agencies and Support to 3rd party acceptance testing, audit and certification				
2.	Site preparation at the Client site locations (Circles, Commissionerates, Ranges, Zones, SCRB, SDPOs, District HQ and PHQ, Data Center and other Higher Offices).				
3.	IT Infrastructure at the Client site locations (Police Stations, AHTU, Circles, Commissionerates, Ranges, Zones, SCRB, SDPOs, District HQ and PHQ, Data Center and other Higher Offices).				
4.	IT infrastructure at the Data Center and Disaster Recovery Center including the necessary hardware, software and other networking components.				
5.	Data Migration and Digitization of Historical Data				
6.	Change Management, Capacity Building, and Handholding Support				
A	Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 6):				
Services Provided During Post Implementation Phase					
7.	Operations and Maintenance Services for the 1st				



	year after “Go-Live”				
8.	Operations and Maintenance Services for the 2nd year after “Go-Live”				
9.	Operations and Maintenance Services for the 3rd year after “Go-Live”				
B	Sub-total for Services Provided During Post Implementation Phase (Sum of items 7 – 9):				
C	Grand Total for Consideration of L1 (A + B + C)				

Form 2: Detailed Component-Wise Pricing

S.No.	Category	Component	No of Components /Units of Service (X)	Rate (per unit) (Y)	Total Cost (=X*Y)
A. Hardware Related Costs with the AMC for the period of 3 years from the Go-Live of the project					
1	Infrastructure / Hardware	Set of Virtualized Desktops			
		Desktops			
		Printers			
		...			
		Others			
2	Infrastructure Installation and Testing / Miscellaneous Charges				
				
		Others			
Total A:					



B . Networking (LAN) Related Costs					
1	Network Related Infrastructure	Routers			
		Switch			
				
		Structured			
		Cabling			
		Others			
2	Network Testing / Bandwidth/ Miscellaneous Charges				
				
		Others			
Total B:					
C (i) . Application Development & Database Creation Cost					
S.No.	Category	Name of the module	No of licenses (X)	Rate (per unit) (Y)	Total Cost (=X*Y)
1	For COTS products: Module wise licensing and deployment cost	Module 1			
		Module 2			
				
		Module n			
2	CCTNS application: Total cost of Customization, integration, development and deployment of the CCTNS solution as per requirements mentioned in the RFP	Name of the Module of CAS (State)	Man Months (a) Man Month	Rates (b)	Total Cost (=a*b)
		Module 1			
				
		Module n			



		Name of the Module	Man Months (a)	Man Month Rates (b)	Total Cost (=a*b)
3	For Be-Spoke development	Module 1			
				
		Module n			

Sub Total C (i):

S.No.	Category	Annual Charges (a)	No. of Years (b)	Total Cost (a*b)
4	Annual Maintenance Charges for complete CCTNS Application		5-15	
5			
6	Others			

Sub Total C (ii):

Total C: Sub Total C(i) + Sub Total C(ii):

D. Site Preparation and Civil Works

1		Computer Workstations			
....				
n		Others			

E. Operations and Maintenance Costs (Half yearly Expenses for 3 years of contract after "Go-Live")

–
as detailed in RFP Volume 1

1	Application Maintenance & Operational Expense including upgradation, deployment of patches, fixes etc.				
---	--	--	--	--	--



2	Infrastructure Maintenance Expense (Helpdesk, deployed hardware & network infrastructure etc.)				
3				
4	Others				
Total E:					
F: Support Manpower					
1	Programmer				
2	System Analyst				
3	Data Entry Operator				
4	Trainer				
5				
6	Any Other				
G. Data Digitization					
1	Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)	2 persons for 3 months (6)			
2	Cost of scanning of existing files for the Integrated Workflow and Document Management System	1 person for 6 months (6)			
				
	Others				
Total G:					



H. Data Cleansing & Data Migration				
1	Cost of Data Cleansing and Migrating Data from existing system to new system			
2	Testing of migrated data			
			
	Others			
Total H:				
I. Training				
	Training Cost Per Person for	No. of resources	Cost per resource	Total Cost
1	Change Management Trainings			
2	Trainings on the Application modules			
			
	Others			
Total I:				

J. Data Centre Related Costs with the AMC for the period of 3 years from the Go-Live of the project:

S.No.	Category	Component	No of Components /Units of Service (X)	Rate (per unit) (Y)	Total Cost (=X*Y)
1	Deployment of requisite infrastructure for Data centre	Servers			
2		Networking equipments			
3		Storage equipments (SAN etc.)			
4		Back up equipments			
5		Server OS license			
6		Database license			



7		Anti-virus			
8				
9		Installation & testing charges			
10		Others			

Total J:

K: O&M of Data Centre

1	All the O&M cost for managing the data centre services	Site preparation			
2		Manpower			
3		Maintenance of the H/w & system software			
4		Maintenance & updation of Antivirus			
5				
6		Others			

Total K:



5.8 Advance Bank Guarantee

From:

Bank _____

To,

<<Address of the Nodal Agency>>

Dear Sir,

1. With reference to contract No. _____ dated _____ concluded between the _____, hereinafter referred to as 'the Buyer' and M/s _____ hereinafter referred to as the "the SI" for the development and supply of _____ as detailed in the above contract which is hereinafter referred to as "the Said Contract" and in consideration of the Buyer having agreed to make an advance payment in accordance with the terms of the Said Contract to the said SI, we the _____ bank, hereinafter called 'the Bank' hereby irrevocably undertake and guarantee to you that if the Said SI would fail to develop and supply the deliverables in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum up to a maximum of Rs. _____ (Rupees _____ only) paid as advance to the Said SI in accordance with the provisions contained in Clause _____ of the Said Contract.
2. We further agree that the Buyer shall be the sole judge as to whether the SI has failed to develop and deliver the deliverables in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to SI has become repayable to the Buyer and to the extent and monetary consequences thereof by the Buyer.
3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Buyer stating the amount claimed. Any such demand



made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 30 days from the date of 'Go Live' unless the Buyer in his sole discretion discharges the Guarantee earlier.
5. We further agree that any change in the constitution of the Bank or the constitution of the SI shall not discharge our liability hereunder.
6. We further agree that the Buyer shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the SI and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Buyer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Buyer in writing.

Yours faithfully,

for _____ Bank

(Authorised Attorney)

Place : _____

Date : _____

Seal of the Bank



5.9 Performance Bank Guarantee

[Date]

To,

<<Address to be added>>

Ref: Request for Proposal (RFP): CCTNS Project

Dear Sir,

**Sub: PERFORMANCE BANK GUARANTEE for APH&WCL, Arunachal Pradesh Police,
Government of Arunachal Pradesh**

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, APH&WCL, Arunachal Pradesh Police, GOx) for xxxx.

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

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



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

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

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

This Performance Bank Guarantee shall continue and hold good till the completion of the period 'Go-Live' + 36 months, subject to the terms and conditions in the said Contract.

We find 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' + 36 months for the total solution as per said Contract.

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

We hereby expressly waive all our rights to pursue legal remedies against APH&WCL, Arunachal Pradesh Police.

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



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

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

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

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

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

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

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your



right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

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

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go-Live' + 36 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' + 36 months for the proposed Passport system in Design, Development, Implementation, Operation and Maintenance of the solution for APH&WCL, Arunachal Pradesh Police.

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 abovementioned 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 2012.

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.

