

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

CRIME & CRIMINAL TRACKING NETWORK AND SYSTEM

**RFP FOR THE SELECTION OF SYSTEM INTEGRATOR FOR
IMPLEMENTATION OF CCTNS
IN
BIHAR**

VOLUME -II: COMMERCIAL AND BIDDING TERMS



Ministry Of Home Affairs, Government of India



Department Of Home, Government of Bihar



Bihar State Electronics Development Corporation Ltd.

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List of Abbreviations

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

1 Introduction

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

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

2 RFP Structure

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

Volume I: Technical and Functional Requirements

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

Volume II: Commercial and Bidding Terms

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

This volume is **Volume II**.

Apart from this, there is one more volume (**Volume III**) for Contract and legal specification for Bihar CCTNS project.

3 Bidding Process Details

The RFP is not an offer by BSEDC Ltd. but an invitation to receive proposals from eligible interested parties in respect of the above-mentioned project. The RFP does not commit BSEDC Ltd. to enter into a binding agreement in respect of the project with the short listed potential bidders. Potential Bidders are referred to as “Bidders” in this document.

3.1 Tentative Calendar of Events

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

S. No.	Milestone	Time for Completion
1.	Release of Request For Proposal (RFP)	3 rd June 2011
2.	Pre-Bid Conference	13 th June 2011
3.	Last date for submission of written questions by bidders	13 th June 2011
4.	Last date for Submission of bids	15 th July 2011

3.2 General Instructions to Bidders

3.2.1 List of Documents comprising the RFP

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

- i. **RFP Volume I:** Technical and Functional Requirements
- ii. **RFP Volume II:** Commercial and Bidding Terms
- iii. **RFP Volume III:** Contractual and Legal Specifications

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.

The tender document will be readily available on websites www.eproc.bihar.gov.in and www.beltron.in however the eligibility for participating in the process will be restricted to those who have purchased the tender document by paying through Demand draft (DD) or cash to BSEDC Ltd. and obtained a money receipt for the same.

3.2.2 Non - Disclosure Agreement

The bidders intending to submit the RFP documents shall submit a Non-Disclosure Agreement to BSEDC LTD., in the format provided in Annexure 6.1 Non - Disclosure Agreement (NDA).

3.2.3 Pre-Bid Conference

BSEDC LTD. will host a Pre-Bid Conference, as per the schedule provided in section 3.1. The exact date, time and venue of the conference will be intimated to all bidders through e-mail or fax. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

3.2.4 Bidder Inquiries and BSEDC LTD.'s Responses

All enquiries from the bidders relating to this RFP must be submitted by e-mail and in writing exclusively to the Project Coordinator, CCTNS at BSEDC, in the format specified in Annexure 6.2 Request for Clarification. All requests for clarifications should be sent by e-mail to the CCTNS Project Coordinator at the following e-mail ids: singhanil.kumar@rediffmail.com , anilkumarsingh@biharonline.gov.in. The requests shall also be submitted in writing at the following address:

CCTNS Project Coordinator
Bihar State Electronics Development Corporation Limited
BELTRON Bhawan, Sastri Nagar
PATNA BIHAR - PIN CODE-800023
Tel No: - 0612-2281856, 0612-2281857
Fax No: - 0612-2281857

In no event will BSEDC Ltd. be responsible for ensuring that bidders' inquiries have been received by them. After the RFP is issued to the bidder, BSEDC Ltd. shall accept written questions/inquiries from the bidders. BSEDC Ltd. will Endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, BSEDC Ltd. makes no representation or warranty as to the completeness or accuracy of any response, nor does BSEDC Ltd. undertake to answer all the queries that have been posed by the bidders.

3.2.5 Supplementary Information to the RFP

If BSEDC LTD. 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 BSEDC LTD.'s website. Any such supplement shall be deemed to be incorporated by this reference into this RFP

3.2.6 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 BSEDC Ltd. to facilitate the evaluation process, and in negotiating a definitive Service Agreement (**Master Service Agreement** provided in **Section 2 of RFP Volume III** document and all such activities related to the bid process. This RFP does not commit BSEDC Ltd. to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

3.2.8 BSEDC LTD.'s Right to terminate the Process

- i. BSEDC Ltd. makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone
- ii. This RFP does not constitute an offer by BSEDC Ltd. The bidder's participation in this process may result in BSEDC Ltd. 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 BSEDC Ltd. to execute a contract or to continue negotiations.

3.2.9 Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of Rupees 2 Crore only, in the form of a Demand Draft/ Bank Guarantee issued by the bank in favor “**BIHAR STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED**” payable at Patna and valid for 180 days from the due date of the tender. Bid security in any other form will not be accepted. This shall be submitted along with the format provided in the Annexure 6.4 as specified in this RFP.
- ii. Bank Guarantees are to be issued by Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction.
- iii. The bid security of all unsuccessful bidders would be refunded by BSEDC LTD. within three months of the bidder being notified by BSEDC LTD. as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee
- iv. The bid security amount is interest free and will be refundable to the unsuccessful bidders. In case of the Bank Guarantee the Bank Guarantee will be returned to the unsuccessful bidders.
- v. The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- vi. The bid security may be forfeited:
 - 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

3.2.11 Late Bids

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

3.3 Bid Submission Instructions

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. BSEDC Ltd. 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.

3.3.1 Mode of Submission

- 1. There will be e-tendering for the selection of SI. All the documents should be uploaded electronically to the website (www.eproc.bihar.gov.in). Submission of bids shall be in accordance with the instructions given in the Table below:

Bid Security	This <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.
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Response to Pre-Qualification 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. This <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.
Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume. This <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.
Commercial Proposal	The Commercial Proposal will be submitted electronically as per the forms in this volume. 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.
Note:	All the above 4 documents along with the cover letter, as specified in Annexure 6.5 Bid Cover Letter should be uploaded electronically to the mentioned website.

BSEDC Ltd. will not accept delivery of proposal in any manner other than electronically uploading the files to the website as mentioned in the RFP document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

2. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be cancelled.
3. 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.
4. In exceptional circumstances, at its discretion, BSEDC Ltd. may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

3.3.2. *Commercial proposal*

- i) The Bidder is expected to price all the items and services proposed in the Technical Proposal. BSEDC Ltd. 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.
- 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 BSEDC Ltd. 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 BSEDC Ltd. 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 BSEDC Ltd. 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 BSEDC Ltd. 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 6.8 Formats for the Commercial Bid. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
- f) It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material and the commercial bid, the technical Bill of Material remains valid. In no circumstances shall the commercial bid be allowed to be changed / modified.
- g) It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder.
- h) The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
- i) All costs incurred due to delay of any sort, shall be borne by the Bidder.
- j) BSEDC Ltd. reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

3.3.3 Language of Proposals

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of BSEDC Ltd. and will not be returned.

3.3.4 Conditions under which this RFP is issued

- i) This RFP is not an offer and is issued with no commitment. BSEDC Ltd. reserves the right to withdraw the RFP and change or vary any part thereof at any stage. BSEDC Ltd. 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 BSEDC

Ltd.

- iii) No oral conversations or agreements with any official, agent, or employee of BSEDC Ltd. 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 BSEDC Ltd. shall be superseded by the definitive agreement that results from this RFP process.
- iv) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against BSEDC Ltd. 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 BSEDC Ltd. to leave BSEDC Ltd. 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 BSEDC Ltd.

3.3.5 Rights to the Content of the Proposal

All proposals and accompanying documentation of the Technical proposal will become the property of BSEDC Ltd. and will not be returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. BSEDC Ltd. 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. BSEDC Ltd. shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3.3.6 Modification and Withdrawal of Proposals

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

3.3.7 Non-Conforming Proposals

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

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

3.3.8 Disqualification

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

- 1 Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- 2 During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- 3 The bidder qualifies the proposal with his own conditions
- 4 Proposal is uploaded in incomplete form
- 5 Proposal is uploaded 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. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
10. 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
11. 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 BSEDC Ltd.
12. Bidders may specifically note that while evaluating the proposals, if it comes to BSEDC Ltd.'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 BSEDC Ltd.

3.3.9 Acknowledgement of Understanding of Terms

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

3.4 Bid Opening and Evaluation Process

3.4.1 Bid opening sessions

- 1 Total transparency will be observed while opening the proposals/bids.
- 2 BSEDC Ltd. reserves the rights at all times to postpone or cancel a scheduled bid opening.
- 3 The bids will be opened, in three sessions (General, Technical and commercial session)

General Bid session: General bid session will mark up all documents. There will be evaluation of pre-qualification e form documents, pre-qualification related document / certificates etc.

Technical Bid session: In technical bid session there will be disclosure of bid participation and discussion on technical bid documents. A company qualifying the pre-qualification criteria will be eligible for this session.

Commercial Bid session: Participants successfully qualifying the technical bid will be eligible for commercial bid session. This session will have a discussion on commercial bid documents.

3.4.3 Pre-Qualification Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender documents. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre-qualification criteria for bidder interested in undertaking the project. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully implement the CCTNS and support services sought by the Bihar State Electronics Development Corporation Limited (BSEDC Ltd.), for the entire period of the contract. The bids must be complete in all respect and should

cover the entire scope of work as stipulated in the Tender document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

1. Bidder can be an individual company or a consortium of companies (Not more than 3 members) registered in India: In case of a consortium the prequalification criteria have to be met by the prime bidder in the consortium (unless otherwise specified). MoU / Letter of Association amongst Consortium members must be furnished with the Technical bid.
2. Bidders declared ineligible/black listed within last three years by government/semi-government/PSU anywhere in India, their bid shall be rejected. Bidder shall submit a self-declaration in the format given in annexure: Other formats of this volume.
3. 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 will make a firm ineligible to participate in the bidding process.
4. The Bidder / Prime Bidder (in case of a consortium) for the implementation of CCTNS project should satisfy all of the criteria below:
 - i. The Bidder should be an Information Technology System Integrator with a registered office and operations in India. The company should be operational in India for at least the last five financial years. The Prime Bidder (System Integrator) will be a single legal entity.
 - ii. The bidder must have an office in Bihar or should furnish an undertaking that the same would be established within two months of signing the contract.
 - iii. The Bidder (System Integrator), a single legal entity registered in India, should be a profitable vendor for the last three years and must have a net worth of Rs 25 crore and an annual turnover of not less than Rs 300 crore for the last three financial years (as on 31-03-2010).
 - iv. The Bidder (System Integrator) must have a proven track record of providing a successful 'Turnkey Solution' for at least five (5) IT-projects out of which there may be five(5) IT-project of Rs 20 Crores/3 IT-projects of Rs 35 crores/2 IT-projects of Rs 50 crores/1 IT-project of Rs 100 crores in India including setting up and configuring the hardware (Servers, Desktop, Network Clients) and implementing software solution including Operating Systems, Infrastructure Management Software, RDBMS, establishment of LAN / WAN including Firewalls, IPS, PKI, etc. and providing life cycle support.
 - v. The Bidder (System Integrator) must have a proven track record of implementing at least two (2) e-Governance projects summing up to a value of Rs 10 Crores.
 - vi. 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/Public Sector Units. The project must be worth at least Rs. 1 Crore.
 - vii. The company should have at least 300 IT professional employees in its payroll as of 31st March 2011. IT Professional employees will be those who have B.E / B.Tech / M.C.A (or equivalent). The declaration certificate should be submitted by Head, Human resources. The details of those employees should be substantiated by their PF/ESI number against their names.
5. The Bidder (prime bidder or any of the consortium partners) for implementation of CCTNS project should satisfy the following criteria:
 - i. The bidder must have been assessed and certified for CMMi Level 5 and must possess a valid certificate for CMMi Level 5 at the time of bid opening.
 - ii. The bidder must have been assessed and certified for ISO 9001 or above.

- iii. The company should have the experience of facilitating communication network in more than 500 points within a specific geographical location in one single wide area network. The work order and work implementation certificate should be attached in support of credentials.
- iv. The bidder must have experience in delivering training / capacity building for at least 5000 client personnel in one year in any of the last 3 years. The training / capacity building shall be delivered as part of IT project implementations.
- v. The bidder must have the previous experience in data digitization projects which involved digitization of at least 5 lakh records of single order in the last 3 years (maximum of 3 individual projects shall be considered)

3.4.4 Technical Evaluation Criteria

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

1. The bidders' technical solution proposed in the bid document will be 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 as required for technical evaluation.
2. Proposal Presentations: The committee may invite each bidder to make a presentation to BSEDC Ltd. at a date, time and venue decided by BSEDC Ltd. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.
3. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.
4. Following will be the technical evaluation methodology:
Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
Only the bidders who score above the minimum cut-off score in all of the sections AND score a total Technical score of **70 (seventy)** or more, will qualify for the evaluation of their commercial bids. In addition, the bidders are also required to score the minimum cut-off mark defined for each section, as explained below.
The commercial bids of bidders who do not qualify technically shall not be opened in the e-tendering system.
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.

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 <i>Undertaking on Patent Rights</i> in the format prescribed in this RFP
2.	Submission of <i>Undertaking on Conflict of Interest</i> in the format prescribed in this RFP
3.	Submission of <i>Undertaking on Non-malicious Code Certificate</i> in the format prescribed in this RFP
4.	Submission of <i>Undertaking on Pricing of Items of Technical Response</i> in the format prescribed in this RFP
5.	Submission of undertaking on <i>Offline Functionality</i> in the format prescribed in this RFP
6.	Submission of undertaking on <i>Provision of Required Storage Capacity</i> in the format prescribed in this RFP
7.	Submission of undertaking on <i>Compliance and Sizing of Infrastructure</i> in the format prescribed in this RFP
8.	Submission of undertaking on <i>Provision for Support for Software</i> in the format prescribed in this RFP
9.	Submission of undertaking on <i>Service Level Compliance</i> in the format prescribed in this RFP
10.	Submission of undertaking on <i>Deliverables</i> in the format prescribed in this RFP
11.	Submission of undertaking on <i>Training for Users</i> in the format prescribed in this RFP
12.	Submission of undertaking on <i>Support to Certification</i> in the format prescribed in this RFP
13.	Submission of undertaking on <i>Exit Management and Transition</i> in the format prescribed in this RFP
14.	Submission of undertaking on <i>Continuous Improvement</i> in the format prescribed in this RFP
15.	Submission of undertaking on <i>Personnel</i> in the format prescribed in this RFP
16.	Submission of undertaking on <i>Provision of Work Environment</i> in the format prescribed in this RFP
17.	Submission of undertaking on <i>Changes to the Contract Clauses</i> 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,etc.).
20.	Submission of undertaking on <i>OEM Authorization</i>

Technical Evaluation Scoring Matrix:

S. No.	Evaluation Criterion	Max score	Cut off score
1	Previous Project Experience*	35	25
A	Previous Software Services (design/development of solution) project experience in the chosen technology stack <ul style="list-style-type: none"> Profile (scope, duration etc.) of the projects 	5	

S. No.	Evaluation Criterion	Max score	Cut off score
	<ul style="list-style-type: none"> Recency of the Projects Whether the project is completed Internal expertise in the chosen technology stack 		
B	Previous project experience related to Site Preparation and Installation and Commissioning of Client Side Infrastructure for multi-site, geographically spread project locations <ul style="list-style-type: none"> Profile (scope, duration etc.) of the projects Recency of the Projects Whether the project is completed 	5	
C	Previous project experience related to Networking for multi-site, geographically spread project locations <ul style="list-style-type: none"> Profile (scope, duration etc) of the projects Recency of the Projects Whether the project is completed 	5	
D	Previous project experience related to Setting up of Infrastructure (Server, Storage etc.) for a Data Center and Disaster Recovery Center <ul style="list-style-type: none"> Profile (scope, duration etc.) of the projects Recency of the Projects Whether the project is completed 	5	
E	Previous project experience in Data Migration / Data Digitization <ul style="list-style-type: none"> Profile (scope, duration etc.) of the projects Recency of the Projects Whether the project is completed 	5	
F	Previous project experience in implementing Capacity Building / Change Management <ul style="list-style-type: none"> Profile (scope, duration etc. of the project) Recency of the Projects Whether the project is completed 	5	
G	Previous project experience in Operations and Maintenance of the project	5	
2	Detailed Methodology	15	10
A	Methodology for Data Migration	5	
B	Methodology for Change Management and Capacity Building	5	
C	Methodology for Exit Management	5	
3	Proposed Team and Governance Structure	35	25
A	Proposed Governance Structure and Escalation Mechanism	5	
B	Proposed team and profiles for Application development and Configuration	3	
C	Proposed team and profiles for Capacity Building	5	
D	Proposed team and profiles for Change Management	5	
E	Proposed team and profiles for Data Migration / Data Digitization	5	
F	Proposed team and profiles for Infrastructure setup	3	
G	Proposed team and profiles for Networking and related components	3	
H	Proposed team and profiles for Domain Experts	3	

S. No.	Evaluation Criterion	Max score	Cut off score
I	Proposed team for Operations and Maintenance	3	
4	Project Plan	15	10
A	Comprehensiveness of the project plan	3	
B	Activities, sequencing, dependencies among activities	3	
C	Resource planning, allocation and loading	3	
D	Proposed Status Reporting mechanism	3	
E	Risk Management & Mitigation plan	3	
	Total	100	70

**For the criteria “Previous Project Experience”, bidder may quote the same project in more than one sub criteria if the project fulfills the requirements of more than one sub criteria. For e.g. project involving the chosen technology stack and setting up of DC & DR will be considered for sub criteria A and D. The most adequate response against each sub criteria will be given full marks and the other responses will be marked proportionately.*

3.4.5 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
 - 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 (along with example deliverables, where possible)
- 5 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
- 6 Comprehensive Project Plan Along with Manpower deployment plan and resources to be dedicated to the project.

3.4.6 Evaluation of Commercial Bids

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

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

Detailed modalities for applying DCF technique are as below:

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

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

Where,

C₀, C₁, C₂, C₃, C₄ and C₅ are the yearly cash outflows as illustrated below

- I. C₀ is the Sum of the below components
 - a) Sub-total for Services Provided During Implementation Phase (Sum of items 1 - 8, refer to Pricing Summary Sheet)
 - b) Blended Person Month Cost for 300 Person Months (refer to Pricing Summary Sheet)
- II. C₁ is Cost of Operations and Maintenance Services for the 1st year after "Go-Live"
- III. C₂ is Cost of Operations and Maintenance Services for the 2nd year after "Go-Live"
- IV. C₃ is Cost of Operations and Maintenance Services for the 3rd year after "Go-Live"
- V. C₄ is Cost of Operations and Maintenance Services for the 4th year after "Go-Live"
- VI. C₅ is Cost of Operations and Maintenance Services for the 5th year after "Go-Live"
- VII. r is the annual discounting rate as specified in Para (2) above

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

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

*Where B_n = overall score of bidder under consideration (calculated up to two decimal points) T_n = Technical score for the bidder under consideration C_b = NPV (as calculated above) for the bidder under consideration C_{min} = Lowest NPV (as calculated above) among the financial proposals under **Consideration:***

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

4 Award of Contract

4.1 Award Criteria

BSEDC Ltd. will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

4.2 BSEDC LTD.'s Right to Accept Any Proposal and to Reject any / or all Proposals

BSEDC Ltd. 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 BSEDC Ltd.'s action.

4.3 Notification of Award

Prior to the expiration of the validity period, BSEDC Ltd. 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, BSEDC Ltd. will promptly notify each unsuccessful bidder and return their Bid Security.

4.4 Contract Finalization and Award

The BSEDC Ltd. 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 BSEDC Ltd. may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded. BSEDC Ltd. 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 BSEDC Ltd., 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 BSEDC Ltd. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after "Go-live".

4.5 Signing of Contract

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

BSEDC Ltd. shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful bidder.

4.6 Suggestions on the Draft Contract

- a) A draft contract including the standard terms and all the other terms specific to the implementation of the solution is circulated as Volume III of this RFP. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.
- b) However the bidder is requested to indicate as per the form specified in the Annexure, the changes the bidder desires to have and the reason for the same. This is only a solicitation of

suggestions for change.

- c) However, it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process should be construed as any commitment from BSEDC Ltd. 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 RFP process on the assumptions that the suggestions for changes to the draft contract will be accepted by BSEDC Ltd.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BSEDC may award the contract to the next best value bidder as per section 3.4.6 in this RFP or call for new proposals or invoke the PBG.

5 Payment Terms and Schedule

5.1 Advance Bank Guarantee

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

5.2 Performance Bank Guarantee

A PBG of 10% of value of the contract would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. The PBG should be furnished within 15 days from the signing of the contract and should be valid for entire term of the contract.

5.3 Liquidated Damages

In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents and supply the solution / equipment as per schedule specified in this RFP, BSEDC Ltd. may at its discretion withhold any payment until the completion of the contract. BSEDC Ltd. 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 BSEDC Ltd. under the contract and law.

5.4 Payment Schedules and Milestones

The successful bidder will sign a Service Level Agreement (SLA) with BSEDC Ltd. covering all the required services.

The payment schedule and milestones are divided into two phases:

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

5.4.1 Milestones and Payment Schedules for Implementation Phase

During the implementation phase, 75% of the price quoted for the implementation phase will be paid to the SI, based on successful achievement of milestones as shown below. Remaining 25% will be paid to the SI during the O&M phase as 10 equated payments, along with the price quoted for the O&M phase.

Sl. No.	Payment Milestones for the Implementation phase	% Payment*
1.	M1: Advance	5%
2.	M2: Setting up of Infrastructure at the DC and DR Site followed by Acceptance Testing, Audit and Certification	10%
3.	M3: Acceptance Testing, Audit and Certification of CAS (State)	10%
4.	M4: Pre-Go Live Readiness in the Phase I Districts (Patna and Bhagalpur))	5%

5.	M5: Go-Live in the Phase I Districts (Patna and Bhagalpur)	10%
6.	M6: Pre-Go Live Readiness in the Phase II Districts	10%
7.	M7: Go-Live in the Phase II Districts	15%
8.	M8: Successful integration with CAS (Center) and successful transfer of the data for three months in succession	10%
Total		75%
* Percentage of price quoted by SI for implementation phase		

All payments will be made after deduction of SLA penalties as applicable.

1. **Pre - Go Live Readiness** of Districts under 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

2. **Go-Live** in the Phase requires Completion and Acceptance of the following activities in at least 100% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase

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

5.4.2 Milestones and Payment Schedules for Operations and Maintenance Phase

The operations and maintenance phase is for a period of five years post Go-Live in the last district. The price quoted by the SI for the Operations and Maintenance phase along with the remaining 25% of the price quoted for the implementation phase will be paid during the O&M phase. It will be divided into 10 equated installments and made as **10 equal payments** upon satisfactorily adhering to the SLAs as defined in defined in the volume 3 of this RFP. The payments during the Operations and Maintenance Phase will be made at the end of every six months.

6 Annexure

6.1 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, BSEDC Ltd., _____, 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:
 - Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - 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;
 - Use the Information only as needed for the purpose of bidding for the Project;
 - 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
 - Undertake to document the number of copies it makesOn 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:
 - 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
 - Is or becomes publicly known through no wrongful act of the Bidder; or
 - Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

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

For and on behalf of the Bidder

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

6.2 Request for Clarification

Bidders requiring specific points of clarification may communicate with BSEDC Ltd. during the specified period using the following format. All requests for clarifications should be sent by e-mail to the CCTNS Project Coordinator at the following e-mail ids: singhanil.kumar@rediffmail.com , anilkumarsingh@biharonline.gov.in. The requests shall also be submitted in writing at the following address:

CCTNS Project Coordinator
 Bihar State Electronics Development Corporation Limited
 BELTRON Bhawan, Sastri Nagar
 PATNA BIHAR - PIN CODE-800023
 Tel No: - 0612-2281856, 0612-2281857
 Fax No: - 0612-2281857

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			

All clarification e-mails shall be sent from the official id of the Bidder's representatives. E-mails sent from personal ids will not be entertained.

6.3 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 _____ 2011

For the Bank of _____
(Agent/Manager)

6.4 Bid Cover Letter

[Cover Letter]

[Date]

To, <<Address to be added>>

Dear Sir,

Ref: RFP for Implementation of CCTNS in Bihar

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 BSEDC Ltd. is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

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

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

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

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

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

Dated this Day of 2011

(Signature)

(In the capacity of)

(Name)

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

(Name and Address of Company)
 Seal/Stamp of bidder
 Witness Signature:
 Witness Name:
 Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Signature:
 (Company Seal)
 (Name)

6.5 Formats for the Pre-Qualification Response

6.5.1 DETAILS OF THE ORGANIZATION

Details of the Bidder (Company)/ Prime Bidder (in case of consortium)		
1.	Name of the Bidder (Prime)	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Valid Sales tax registration no.	
7.	Valid Service tax registration no.	
8.	Permanent Account Number (PAN)/ TAN	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12.	Fax No. (with STD Code)	
13.	Website	
Details of the members of the Consortium (Please attach consortium Agreement)		
14.	Name of the Bidder (member of consortium)	
15.	Address of the Bidder	

16.	Status of the Company (Public Ltd/ Pvt. Ltd)	
17.	Details of Incorporation of the Company	Date:
		Ref. #
18.	Details of Commencement of Business	Date:
		Ref. #
19.	Valid Sales tax registration no.	
20.	Valid Service tax registration no.	
21.	Permanent Account Number (PAN)/ TAN	
22.	Name & Designation of the contact person	
23.	Telephone No. (with STD Code)	
24.	E-Mail of the contact person:	
25.	Fax No. (with STD Code)	
26.	Website	
Mandatory supporting documents		
a) Certificate of Incorporation from Registrar of Companies(ROC)		
b) Relevant section of Memorandums of Association (MOA) of the company or filing to the stock exchange to indicate the nature of business of the company		

6.5.2 FINANCIAL INFORMATION

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

6.5.3 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 are part of minimum qualification criteria). These capabilities may be spread over the five projects (which are part of minimum qualification criteria) and not essentially in this project alone.	

6.5.4 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)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
b) Letter from the client to indicate the successful completion of the projects (setting up software, hardware and network infrastructure and building and deploying the application)	
c) Copies of the CMMi level 3 assessments.	
Project Capability Demonstration	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria) These capabilities may be spread over the 2 projects (which are part of minimum Qualification criteria) and not essentially in this project alone.	

6.5.5 RELEVANT SOFTWARE SERVICES PROJECT EXPERIENCE

Relevant IT 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)	

6.6 Formats for the Technical Bid Response

6.6.1 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 BSEDC Ltd. 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 BSEDC Ltd. and persons authorized by BSEDC Ltd., 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 BSEDC Ltd. of any legal action.

Yours faithfully,

Authorized Signatory
Designation

6.6.2 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 BSEDC Ltd.

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 BSEDC Ltd. 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 BSEDC Ltd. and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

6.6.3 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 BSEDC Ltd., we are liable under Information Technology Act, 2000 and Indian Penal Code 1860 in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to

activation of any such malicious code in offered / developed software.

Yours faithfully,

Authorised Signatory
Designation

6.6.4 Undertaking On Pricing of Items of Technical Response

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Clarifications sent to BSEDC Ltd.,

Sir,

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

Yours faithfully,

Authorized Signatory
Designation

6.6.5 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 BSEDC Ltd. 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 BSEDC Ltd. to be part of CCTNS Project.

Yours faithfully,

Authorized Signatory
Designation

6.6.6 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 XX TB (with XXTB on FC and XX TB 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 X MB per case file) will be carried out at no additional cost to BSEDC Ltd.

Yours faithfully,

Authorized Signatory
Designation

6.6.7 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 BSEDC Ltd. 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 BSEDC Ltd. 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 etc.) in order to meet the minimum tender requirements and/or the requisite Service Level requirements given by BSEDC Ltd. will be carried out at no additional cost to BSEDC Ltd.

Yours faithfully,

Authorized Signatory
Designation

6.6.8 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 8.2 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

6.6.9 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 BSEDC Ltd.

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 BSEDC Ltd., then we will augment the team without any additional cost to BSEDC Ltd.

Yours faithfully,

Authorized Signatory
Designation

6.6.10 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/artifacts to be submitted to BSEDC Ltd. 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 BSEDC Ltd. and other key stakeholders (identified by BSEDC Ltd.), and also take the responsibility to provided clarifications as requested by BSEDC Ltd.
3. We also understand that the acceptance, approval and sign-off of the deliverables by BSEDC Ltd. will be done on the advice of <<Core Group (State committees) 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 BSEDC Ltd.

Yours faithfully,

Authorized Signatory
Designation

6.6.11 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 BSEDC Ltd.) as per BSEDC Ltd.'s requirements stated in the Request for Proposal (RFP). We further undertake that:
 - i. We shall carry out a comprehensive training needs analysis and accordingly design the training program
 - ii. Our training program would include, at the minimum, classroom training followed by supervised work sessions
 - iii. We shall prepare all necessary training materials and deliver the training

Yours faithfully,

Authorized Signatory
Designation

6.6.12 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 BSEDC Ltd.) before the system is commissioned.
2. I/We understand that while the certification expenses will be borne by BSEDC Ltd., the responsibility to ensure successful certification lies with the System Integrator.
3. I/We hereby undertake that we shall do all that is required of the System Integrator to ensure that system will meet all the conditions required for successful certification.

Yours faithfully,
Authorized Signatory
Designation

6.6.13 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 BSEDC Ltd. or to an agency identified by BSEDC Ltd.) to BSEDC Ltd.'s satisfaction.
2. I/We further undertake to complete the following as part of the Exit Management and Transition:
 - i. Capacity Building at Police offices
We undertake to design team/organization structure at police structure to manage the system
We undertake to carry out an analysis of the skill set requirement at police department to manage system and carry out the training & knowledge transfer required at police department to manage system
 - ii. Transition of project artifacts and assets
We undertake to complete the updating of all project documents and other artifacts and handover the same to BSEDC Ltd. before transition
We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train 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 BSEDC Ltd.

Yours faithfully,

Authorized Signatory

Designation

6.6.14 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 police offices 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 State Empowered Committee.

Yours faithfully,

Authorized Signatory
Designation

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

Yours faithfully,

Authorized Signatory
Designation

6.6.16 Undertaking on Provision of Work Environment at Bihar Police premises

(Company letterhead)

[Date]

To

<<Address to be added>>

Sub: Undertaking on Provision of Work Environment at Bihar Police premises

Sir,

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

Yours faithfully,

Authorized Signatory
Designation

6.6.17 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 BSEDC Ltd. to consider those suggestions.

Yours faithfully,

Authorized Signatory
Designation

6.6.18 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 BSEDC Ltd., 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 BSEDC Ltd. We further endorse the warranty, contracting and licensing terms provided by SI to BSEDC Ltd.

S. No.	Product name	Remarks
1.		
2.		
3.		

CC: SI’s corporate name

Yours faithfully,
Authorized Signatory
Designation
OEM’s company name

6.6.19 Other Formats: Self declaration

(Company Letterhead - Submit separate declaration for consortium member, if any)

[Date]

To

The Managing Director
Bihar State Electronics Development Corporation Limited
Shashtri Nagar, Bailey road
Patna-23

In response to the RFP No. _____ dated _____ for quoting against the RFP as an Director of M/s _____, I / We hereby declare that our Company / Firm _____ is having unblemished

past record and was not declared blacklisted or ineligible to participate for bidding during last five financial years by **any State/Central Govt., Semi-government or PSU** due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices..

Yours faithfully,

Authorized Signatory_____

Name_____

Designation_____

Company name_____

6.6.20 Profiles of the Previous 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.	

6.6.21 Solution Information

Solution Information						
	Proposed Solution (Product Name or Custom built, in case of a new development)	Version and Year of Release	Original Supplier	Description (Major features/services)	O&M Support (Warranty/ATS etc as per RF P) Provided By	Reference in the Submitted Proposal (Provide page number /section 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						

EMS				Please provide the list of services offered as part of the EMS solution		
Load Balancers						
Backup Software						
Helpdesk						
Antivirus						
SAN Management Software						
Any other proposed						

6.6.22 Technical Bill of Materials for Software

		Technical Bill of Materials (Software solutions)					
The below list is indicative only	Proposed Solution (Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data Center - Production)	Number of Licenses (DR Site)
CAS (State) Solution							
Web server							
Application Server							
Database							
Operating System							
Others							
Reporting Engine							
Email/Messaging							
Search engine							
Portal server							
Work flow engine							
Rules engine							
Directory service							
DMS / CMS							
Security							
Identity management							
Audit							
ETL							
Any other proposed							
CAS (State) Offline solution							

6.6.23 Technical Bill of Materials for Infrastructure

		Technical Bill of Materials H/W													
	Reference of the server/storage information in the Submitted Proposal	Services proposed to be hosted on the Server	Quality	Make and Model	Year of Introduction	Operating System along with version	Processor and Number of Cores Offered	Architecture (RISC/E PIC/CISC)	RAM	HDD	LAN Ports	HBA	Additional Information as required to indicate the compliance	Compliance Matrix Provided as per the format given in the RFP (Yes/No)	Data Sheets Provided in the Proposal (Yes/No)
	Data Center*														
	Production CAS (State)														
	Application service related servers (Web, Portal, application etc)														
	Infrastructure Services														
	Related servers (EMS, DNS, Antivirus, Bank up)														
	SAN Storage														
	SAN Switch														
	FC-IP Router														
	Tape Library														
	Technical														

Technical Bill of Materials - H/W															
	Reference of the server/storage information Submitted Proposal	Services proposed to be hosted on the Server	Quantity	Make and Model	Year of Introduction	Operating System with version	Processor and Number of Cores Offered	Architecture (RISC /EPIC /CISC)	RAM	HDD	LAN Ports	HBA	Additional Information as required to indicate the compliance to the requirements in the RFP	Compliance Matrix Provided as per the format given in the RFP (Yes/No)	Data Sheets Provided in the Proposal (Yes/No)
Disaster Recovery Site															
Production CAS (State) Application service related server (web, portal, application, database, directory)															
Infrastructure Services Related servers (EMS, Antivirus, Backup, DNS etc.)															
SAN Storage (List the total capacity offered on FC and SATA															

<ul style="list-style-type: none">o Key responsibilities• Prior project experienceo Project nameo Cliento Key project features in briefo Location of the projecto Designationo Roleo Responsibilities and activitieso Duration of the project <p>Please provide only relevant projects.</p> <p>Proficient in languages (Against each language listed indicate if read/write/both)</p>	
--	--

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

Certification

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

6.6.25 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:

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

Whereas we

- 1.1. 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.
- 1.2. 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 Bihar Police to consider those suggestions.

Yours faithfully,
Authorized Signatory
Designation

6.7 Formats for the Commercial Bid Response

6.7.1 Commercial Proposal Cover Letter

(Company letterhead)

[Date]

To

Managing Director,
Bihar State Electronics Development Corporation Limited,
BELTRON Bhawan, Shastri Nagar,
Bailey Road, Patna 800 023, Bihar

Dear Sir,

Ref: RFP for Implementation of CCTNS in state of Bihar

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 BSEDC Ltd. 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 BSEDC Ltd. 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 BSEDC Ltd. 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 Bihar police offices is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead BSEDC Ltd. as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this Day of 2011

(Signature)

(In the capacity of)
 Duly authorized to sign the Bid Response for and on behalf of:
 (Name and Address of Company)
 Seal/Stamp of SI

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that
 who signed the above proposal is authorized to bind the
 company, pursuant to the resolution passed in the meeting of Board of Directors of the company on
 _____(date).
 Date
 (Seal here)

6.7.2 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.	Infrastructure at the Training Centers at zones and BPA (total 5 locations) including computers, networking components, projectors and UPS				
3.	Site preparation at the Client site locations (police stations, circle offices, Range offices, Zones, SCRB, SDPOs, District HQ and State HQ), Training Centers and Data Center.				
4.	IT Infrastructure at the Client site locations (police stations, circle offices, Range offices, Zones, SCRB, SDPOs, District HQ and State HQ).				
5.	Infrastructure for network connectivity for Police Stations / Higher Offices (excluding bandwidth)				
6.	IT infrastructure at the Data Center and Disaster Recovery Center including the necessary hardware, software and other networking components.				
7.	Data migration and Digitization of Historical Data				
8.	Change Management , Capacity Building, and Handholding Support				
A	Sub-total for Services Provided During Implementation Phase (Sum of items 1 - 8):				
Services Provided During Post Implementation Phase					
9.	Operations and Maintenance Services for the 1st year after “Go-Live”				
10.	Operations and Maintenance Services for the 2nd				

	year after “Go-Live”				
11.	Operations and Maintenance Services for the 3rd year after “Go-Live”				
12.	Operations and Maintenance Services for the 4th year after “Go-Live”				
13.	Operations and Maintenance Services for the 5th year after “Go-Live”				
B	Sub-total for Services Provided During Post Implementation Phase (Sum of items 9 - 13):				
C	Blended Person Month Cost				
	Grand Total for Consideration of L1 (A + B + C)				

6.7.3 Form 2: Detailed Component-Wise Pricing Formats

S. No.	Category	Component	No. of component/ Units in service (X)	Rate (Per unit) (Y)	Total Cost (X*Y)
A. Hardware related cost					
1.	Infrastructure Hardware	Desktops			
		Printers			
		UPS			
		HDD 160GB			
		Generator			
		Finger print reader			
		Digital camera			
		Electronic pen			
		MFP			
		Others			

Total A:

B: Application development and maintenance:

S. No.	Category	Name of Module	No. of licenses (X)	Rate (per unit) (Y)	Total cost (=X*Y)
1.	CCTNS: Total cost of customization, integration, development and deployment of CCTNS solution As per requirement mentioned in RFP	Module 1			
		Module 2			
				
		Module n			
		Additional (State specific) module 1			
				
		Additional (State specific) module n			
2.	Annual maintenance charges for complete CCTNS application				
3.	others				

Total B:

C: Site Preparation and civil works:

S.	Category	Component	No. of component/	Rate (Per unit)	Total Cost
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No.			Units in service (X)	(Y)	(X*Y)
1.	Site preparation and civil works at computer rooms in each police station	Flooring			
		Computer workstation			
		Cabinets			
		Renovation			
		Others			

Total C:

D: Operation and Maintenance cost:

S. No.	Category	Component	No. of component/ Units in service (X)	Rate (Per unit) (Y)	Total Cost (X*Y)
1.	O & M cost of up gradation, deployment of patches etc.				
2.	Infrastructure maintenance cost (Helpdesk, Hardware deployed, Network infrastructure etc.)				
3.	others				

Total D:

E: Support Manpower:

S. No.	Category	No. of component/ Units in service (X)	Rate (Per unit) (Y)	Total Cost (X*Y)
1.	Programmer			
2.	System Analyst			
3.	Data entry operator			
4.	Trainer			
5.	Others			

Total E:

F: Data digitization:

S. No.	Category	Component	No. of component/ Units in service (X)	Rate (Per unit) (Y)	Total Cost (X*Y)
1.	Digitization cost				
2.	Cost of scanning of existing documents for Document management system				
3.	Others				

Total F:

G: Data migration:

S. No.	Category	Component	No. of component/ Units in service (X)	Rate (Per unit) (Y)	Total Cost (X*Y)
1.	Data Migration cost				
2.	Testing of migrated data				
3.	Others				

Total G:					
H: Training cost:					
S. No.	Category	Component	No. of component/ Units in service (X)	Rate (Per unit) (Y)	Total Cost (X*Y)
1.	Change management training				
2.	Training of Application modules				
3.	Others				
Total H:					
I: Data center related cost:					
S. No.	Category	Component	No. of component/ Units in service (X)	Rate (Per unit) (Y)	Total Cost (X*Y)
1.	Deployment of requisite infrastructure for data centers	Servers			
		Network equipments			
		Storage (SAN etc.)			
		Backup equipment			
		Server OSI license			
		Database license			
		Others			
		Installation and testing cost			
		Others			
Sub-total a:					
2.	O&M cost for data center service management	Site preparation			
		Electricity charges			
		Hardware and system software maintenance			
		Others			
Sub-total b:					
3.	Cost of migration of deployment infrastructure from interim location to SDC	Transportation charges			
		Other Charges (specify)			
Sub-total c:					
Total I: (Sub-total a + Sub-total b + Sub-total c):					

* This is to note that above component wise pricing format is an approximate value to give an idea about it and is not limited to the mentioned fields only. The actual values may vary on actual field assessment.

6.8 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 for bearance shown or any act or omission on the Buyer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Buyer in writing.

Yours faithfully,

for _____ Bank

(Authorised Attorney)

Place : _____

Date : _____

Seal of the Bank

6.9 Performance Bank Guarantee

[Date]

To,

<<Address to be added>>

Ref: Request for Proposal (RFP): CCTNS Project

Dear Sir,

Sub: PERFORMANCE BANK GUARANTEE for BSEDC Ltd., Government of Bihar

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 BSEDC Ltd.

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

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

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

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

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

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

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

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

We hereby expressly waive all our rights to pursue legal remedies against BSEDC Ltd.

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

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

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

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

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

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

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

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

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

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go-Live' + 60 months for the Total Solution as per contract; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before _____ (Date) i.e. completion of the period or 'Go-Live' + 60 months for

the proposed Passport system in Design, Development, Implementation, Operation and Maintenance of the solution for BSEDC LTD..

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

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

Dated this day 2011.

Yours faithfully, For and on behalf of the Bank, (Signature) Designation (Address of the Bank)
Note:

This guarantee will attract stamp duty as a security bond.

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