

Tender Document for Selection of System Integrator (SI) Under CCTNS Project

HIMACHAL PRADESH COMPUTERIZATION OF POLICE SOCIETY, SHIMLA

“HIMCOPS”

TENDER No. SCRB/CCTNS/SI-4/2011

DATE: 18/3/2011

**Tender for Selection of
System Integrator
Under
Crime & Criminal Tracking Network and Systems**

Volume – II “Commercial and Bidding Terms”

Issued by

CEO-cum-Director General of Police,

HIMCOPS, Himachal Pradesh, Shimla

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Abbreviations / Acronyms

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

1. INTRODUCTION

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

This is the *Volume II of the SI RFP* template that comprises bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc.

2. INSTRUCTIONS TO BIDDERS

The RFP document consists of three volumes:

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

The RFP document can be downloaded from our website www.hppolice.nic.in , however, in this case the bidder shall enclose a Bank Draft of Rs.20,000/- from any nationalized bank situated at Shimla issued in favour of “The Dy. Inspector General of Police/CTS, Secretary, HIMCOPS payable at Shimla “ or can be collected from the (State Crime Record Bureau, Room No. 501, New police Complex, Khalini, Shimla-2) on any working day from 18-03-2011 to 18-04-2011 upto 1.00 P.M. during the office hour on payment of Rs 20,000/-(Twenty thousand only) (non-refundable) as price of RFP document. 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.

1. Pre-Bid Conference

HP Police/HIMCOPS will host a Pre-Bid Conference, tentatively scheduled on 26-03-2011. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP.

The HP Police/HIMCOPS will entertain queries and clarifications sought by only those bidders who have purchased this RFP document or downloaded it from website and submitted the tender fees. Bidders that have purchased the RFP document are welcome to attend the pre-bid meeting, even if they do not have any specific queries.

2. Response to Bidder’s Enquiries

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

Table 1 Bidder's query format

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

All enquiries should be sent either through email. The HP Police/HIMCOPS shall not be responsible for ensuring that bidders’ enquiries have been received by them. HP Police/HIMCOPS shall provide a complete, accurate, and timely response to all questions to all the bidders. However, HP Police/HIMCOPS makes no representation or warranty as to the completeness or accuracy of any response, nor does HP Police/HIMCOPS undertake to answer all the queries that have been posed by the bidders. All responses given by HP Police/HIMCOPS will be distributed to all the bidders.

3. Supplementary Information / Corrigendum / Amendment to the RFP

- i. If HP Police/HIMCOPS deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/corrigendum to this RFP. Such supplemental information will be communicated to all the bidders by e-mail or fax and will also be made available on HP Police/HIMCOPS website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- ii. At any time prior to the deadline (or as extended by HP Police/HIMCOPS) for submission of bids, HP Police/HIMCOPS, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, HP Police/HIMCOPS may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- iii. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, HP Police/HIMCOPS, at its discretion, may extend the deadline for the submission of bids.

4. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional

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information required by HP Police/HIMCOPS to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit HP Police/HIMCOPS 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.

5. HP Police/HIMCOPS Right to terminate the Process

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

6. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of Rupees Sixty Five Lacs only, in the form of a Demand Draft/ Bank Guarantee issued by the bank in favour of "The Dy. Inspector General of Police/CTS, Secretary, HIMCOPS payable at Shimla of any nationalized bank situated at Shimla and valid for 180 days from the due date of the tender. Bid security in any other form will not be accepted. Format for bid security is provided in 11 Annexure –Other Formats.
- ii. Bank Guarantees are to be issued by Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. Apart from nationalized banks, at present HDFC Bank, ICICI Bank and AXIS Bank are the three private sector banks authorized by the Government.
- iii. The bid security of all unsuccessful bidders would be refunded by HP Police/HIMCOPS within three months of the bidder being notified as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
- iv. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- v. The bid submitted without bid security, mentioned above, will be summarily rejected.
- vi. The bid security may be forfeited:
 - ❖ 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.

7. Authentication of Bids

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

8. Interlineations in Bids

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

9. Late Bids

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

3. BID SUBMISSION INSTRUCTIONS

Proposals must be direct, concise, and complete. HP Police/HIMCOPS will evaluate bidder’s proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

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

3.1 Mode of Submission

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

Table 2 Bid Submission Instruction

Envelop Number	Envelop Specification	Details
1	Bid Security	The envelope containing the Bid Security shall be sealed and super scribed “Bid Security – CCTNS”. This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected. <i>A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be included in this envelope.</i>
2	Response to Pre-Qualification Requirements	Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in this Volume. The envelope containing the Response to Pre-Qualification Requirements shall be sealed and super scribed “Pre-Qualification

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Envelop Number	Envelop Specification	Details
		<p>Requirements – CCTNS” on the top right hand corner and addressed to HP Police/HIMCOPS at the address specified in this volume. This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>The pre-qualification proposal should be submitted with two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the technical proposal. The words “Response to Pre-Qualification Requirements – CCTNS” shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p>
3	Technical	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume. The envelope shall be sealed and super scribed “<i>Technical Proposal – CCTNS</i>” on the top right hand corner and addressed to HP Police/HIMCOPS at the address specified in this volume.</p> <p>This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>The technical proposal should be submitted with <i>two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs)</i> with all the contents of the technical proposal. The words “<i>Technical Proposal – CCTNS</i>”</p>

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Envelop Number	Envelop Specification	Details
		<p>– HP Police/HIMCOPS” shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p>
4	Commercial Proposal	<p>The Commercial Proposal will be submitted only in the printed format and the bidder is expected to submit only one copy of the Commercial Proposal as per the forms in this volume.</p> <p>All the pages in the commercial response should be on the letterhead of the Bidder with a seal and signature of the authorized signatory of the Bidder. The hard copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Commercial Proposal – CCTNS – HP Police/HIMCOPS”. (Not to be opened with the Technical Proposal) at the top right hand corner and addressed to HP Police/HIMCOPS at the address specified in this volume</p>
5	NA	<p>All the above 4 envelopes along with the cover letter, should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“CCTNS: Response to the RFP for Selection of System Integrator for HP Police/HIMCOPS”).</p>

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

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- i. HP Police/HIMCOPS will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- ii. The bidders are requested to sign across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.
- iii. Technical proposal should not contain any commercial information.
- iv. The envelope with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract, at the address and time as specified in this RFP.
- v. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.
- vi. Bidder has to submit hard copies of the bids in sealed envelopes at the designated address before 1:00 PM of 18-4-2011.
- vii. 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.
- viii. In exceptional circumstances, at its discretion, HP Police/HIMCOPS 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.

3.2 Commercial Proposal

- i. The Bidder is expected to price all the items and services proposed in the Technical Proposal. HP Police/HIMCOPS may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- ii. Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services provided in Vol I may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. .
- iii. The Commercial Proposal must be detailed and must cover each year of the contract term. The bidder must provide the Commercial Proposal in hardcopy only
- iv. **Correction of Error**

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- 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 HP Police/HIMCOPS. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

v. **Prices and Price Information**

- a. The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of HP Police/HIMCOPS 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 HP Police/HIMCOPS 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 HP Police/HIMCOPS and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- d. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. **A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.**
- e. Bidder should provide all prices, quantities as per the prescribed format given in **FORMAT FOR BID RESPONSE – COMMERCIAL BID**. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (zero) in all such fields.
- f. It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material and the commercial bid, the technical Bill of Material remains valid. In no circumstances shall the commercial bid be allowed to be changed / modified.

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

3.2.1 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 HP Police/HIMCOPS and will not be returned.

3.2.2 Conditions Under which this RFP is issued

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

3.2.3 Rights to the Content of the Proposal

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

3.2.4 Modification and Withdrawal of Proposals

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

3.2.5 Non-Conforming Proposals

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

3.2.6 Disqualification

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

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- c. The bidder qualifies the proposal with his own conditions
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time at the designated venue
- f. Proposal is not accompanied by all the requisite documents
- g. If bidder provides quotation only for a part of the project

- h. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- i. Commercial proposal is enclosed with the same envelope as technical proposal
- j. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- k. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately
- l. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by HP Police/HIMCOPS.
- m. Bidders may specifically note that while evaluating the proposals, if it comes to HP Police/HIMCOPS 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 HP Police/HIMCOPS.
- n. The bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

3.2.7 Conflict of Interest

SI shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the SI or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with NCRB/MHA or HP Police/HIMCOPS. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the SI to complete the requirements as given in the RFP. Please use form given in Annexure – Other Formats for making declaration to this effect.

4 BID OPENING AND EVALUATION PROCESS

4.1 Bid opening sessions

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

4.2 Overall Evaluation Process

- a. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b. HP Police/HIMCOPS will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. HP Police/HIMCOPS may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c. The HP Police/HIMCOPS shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
- d. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

4.3 Evaluation of Technical Proposals

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

5 PRE-QUALIFICATION CRITERIA

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

- a. The prequalification criteria have to be met by Bidder on its own.
- b. Bidders declared blacklisted / ineligible to participate for bidding during last five financial years by any State/Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices, shall not be eligible to participate in this bid process. Bidder shall submit self-declaration in the format given in Point 11 Annexure – Other Formats.
- c. HIMCOPS reserves its right to subject the bidders to security clearances as it deems necessary.
- d. The participation is restricted to companies registered in India under Indian Companies Act 1956.

The Bidder for the HP CCTNS Project implementation must fulfill all of the criteria below:-

- a. The Bidder must be an Information Technology System Integrator with a registered office and operations in India. The company should be operational in India at least for the last five financial years. The Bidder (System Integrator) will be a single legal entity. Bidder must enclose copy of similar work orders and work completion certificates, atleast one for each last five financial years.
- b. The Bidder (System Integrator) must have an office in the Himachal Pradesh and service delivery center at Shimla or must furnish an undertaking that the same would be established within two months of signing the contract.
- c. The Bidder (System Integrator), a single legal entity registered in India, must be a profitable vendor for the last three years and must have an average annual turnover of not less than Rs.100 Crores, for the last three financial years (as on 31-03-2010).
- d. The Bidder (System Integrator) must have a proven track record of providing a successful 'Turnkey Solution' for at least five (5) IT-projects. At least one of the 5 quoted projects should be an integrated turnkey project of a value of Rs. 60 Crores or above OR At least two of the 5 quoted projects should be as integrated turnkey project of a value of Rs.35 Crores each OR at least Three of the 5 quoted projects should be as integrated turnkey project of a value of Rs.20 Crores each or above in India, project 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, Digitization, Data Migration etc. and providing life cycle support.
- e. The Bidder (System Integrator) must have a proven track record of implementing at least two (2) e-Governance of the Govt. functioning projects summing up to a value of Rs.10 Crores or above.

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- f. The bidder must have prior experience of working on at least 1 Software Services Project for any State /Central Govt department in India. The project must be worth at least Rs. 1 Crores.
- g. The Bidder (System Integrator) must have successfully completed at least two Turnkey IT projects for any State /Central Govt department at 250 or more locations. The bidder should attach copies of the work order and work completion certificates which should clearly indicate the deliverables and the scope of assignment
- h. The Bidder (System Integrator) must have at least 500 full time IT professionals on its payroll; the bidder must enclose certified copy by Statutory Auditor or Company Secretary of the bidder's organization along with employee's EPF and ESIC numbers.
- i. The Bidder (System Integrator) must have been assessed and certified for CMMi Level 3 and/or ISO 9001:2008 or above. The certificate should be valid at the time of submission of this bid.

5.1 Sub-contracting

System Integrator shall not subcontract any work related to the Data Centre, Security, DR Site etc. and other Core activities to be performed under this project without prior written consent of HIMCOPS. However the System Integrator shall provide the list of all the other services planned to be sub contracted with the Technical proposal only. It is clarified that the System Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The System Integrator undertakes to indemnify the HIMCOPS or its nominated agencies from any claims on the grounds stated hereinabove.

5.2 Technical Evaluation Criteria

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

Table 3 Mandatory Compliance

Mandatory Compliance	
The technical response must meet all the following mandatory compliance requirements. Failure to meet any of the following criteria will result in the disqualification of the technical bid response.	
1.	Submission of Undertaking on Patent Rights in the format prescribed in this RFP
2.	Submission of Undertaking on Conflict of Interest in the format prescribed in this RFP
3.	Submission of Undertaking on Non-malicious Code Certificate in the format prescribed in this RFP
4.	Submission of Undertaking on Pricing of Items of Technical Response in the format prescribed in this RFP

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

5.3 Technical Evaluation Scoring Matrix

Table 4 Technical Evaluation Matrix

S. No	Evaluation Criterion	Point System (Cr. = Rs. In Crore)	Max score
1	Previous Project Experience		25
	Project Software services (design/development) project experience in the chosen technology stack		4
	Profile (scope and duration) of the projects.	Project Size > 1 Cr. = 1, > 2 = 1.5, > 4 Cr. = 2	
	Recency of the Projects.	Project start in last 3 years = 1, Before 3 Years = 0	
	Whether the project is completed.	Completed = 1, Incomplete = 0	
	Previous project experience related to Site Preparation and Installation and Commissioning of Client Side Infrastructure for multi-site, geographically spread project locations		4
	Profile (scope and duration) of the projects.	Project Size > 20 Cr. = 1, > 35 Cr. = 1.5, > 60 Cr. = 2	
	Recency of the Projects.	Project start in last 3 years = 1, Before 3 Years = 0	
	Whether the project is completed.	Completed = 1, Incomplete = 0	
	Previous project experience related to Networking for multisite, geographically spread project locations		4
	Profile (scope and duration) of the projects	Project Size > 20 Cr. = 1, > 35 Cr. = 1.5, > 60 Cr. = 2	
	Recency of the Projects	Project start in last 3 years = 1, Before 3 Years = 0	
	Whether the project is completed	Completed = 1, Incomplete = 0	
	Previous project experience related to Setting up of Infrastructure (Server and Storage) for a Data Center and Disaster Recovery Center		4
	Profile (scope and duration) of the projects	Project Size > 1 Cr. = 1, > 2 Cr. = 1.5, > 4 Cr. = 2	
	Recency of the Projects	Project start in last 3 years = 1, Before 3 Years = 0	
	Whether the project is completed	Completed = 1, Incomplete = 0	

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S. No	Evaluation Criterion	Point System (Cr. = Rs. In Crore)	Max score
	Previous project experience in Data Migration / Data Digitization		3
	Profile (scope and duration) of the projects	Project Size > 2 Cr. = 1, < 2 Cr. = 0	
	Recency of the Projects	Project start in last 3 years = 1, Before 3 Years = 0	
	Whether the project is completed	Completed = 1, Incomplete = 0	
	Previous project experience in implementing Capacity Building / Change Management		3
	Profile (scope and duration) of the projects	Project Size > 2 Cr. = 1, > 4 Cr. = 1.5, > 6 Cr. = 2	
	Recency of the Projects	Project start in last 3 years = 1, Before 3 Years = 0	
	Whether the project is completed	Completed = 1, Incomplete = 0	
	Previous project experience in Operations and Maintenance of the project	> 1 Yr. = 1, > 2 Yrs. = 2, > 3 Yrs. = 3	3
2	Detailed Methodology		10
	Methodology for Data Migration/Data Digitization	Basic Project structure, feasibility and risk analysis. = 2	4
		Management / Technical approaches = 1	
		Implementation Management, Quality assurance and estimates of efforts = 1	
	Methodology for Change Management and Capacity Building	Basic Project structure, feasibility and risk analysis. = 2	3
		Management / Technical approaches = 1	
		Implementation Management, Quality assurance and estimates of efforts = 1	
	Methodology for Exit Management	Comprehensiveness and Completeness of the Plan = 2	3
		Suitability of the plan to the project requirements = 1	
3	Proposed Team and Governance Structure		20
	Project Manager	Refer evaluation matrix given for points	4

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S. No	Evaluation Criterion	Point System (Cr. = Rs. In Crore)	Max score
	Proposed team and profiles for CAS Customization, Configuration and Integration	Refer evaluation matrix given for points	3
	Proposed team and profiles for Capacity Building/Change management	Refer evaluation matrix given for points	3
	Proposed team and profiles for Data Migration	Refer evaluation matrix given for points	2
	Proposed team and profiles for Infrastructure setup (Data Centre establishment)	Refer evaluation matrix given for points	2
	Proposed team and profiles for Networking and related components	Refer evaluation matrix given for points	2
	Proposed team and profiles for Domain Experts	Refer evaluation matrix given for points	2
	Proposed team for Operations and Maintenance	Refer evaluation matrix given for points	2
4	Project Plan		10
	Comprehensiveness of the project plan and Resource planning, allocation and loading	Solution meeting the technical requirement of project = 2, Not meeting the technical requirement = 0	4
		Proper implementation plan given using project management tool = 1 , No project plan submission = 0	
		Proper allocation plan for proposed deployment of manpower for timely completion of project = 1, Resource Allocation planning not given = 0	
	Activities, sequencing, dependencies among activities	Project Plan document wherein the phases for the project will be described and a timeline will be provided for each activity. = 1 No Plan submission = 0	2
		Proposal with monthly plan for activities based on the scope of the work = 1, No Plan Submission = 0	
	Proposed Status Reporting mechanism	Reporting mechanism clearly defined as per requirement of RFP = 1 Reporting method not defined = 0	2
		Project Monitoring Tools and System offered = 1	

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S. No	Evaluation Criterion	Point System (Cr. = Rs. In Crore)	Max score
		Project Monitoring Tool and System not offered = 0	
	Risk Management & Mitigation plan	Risk Management and Mitigation plan submitted = 2 Non submission of risk management and mitigation plan = 0	2
5	Technical Presentation		35
	Quality of Hardware proposed	OEMs of the proposed items are in the list of top 5 Brands of India as per IDC report published during year 2010 =10 OEM not in the IDC List = 3 Proposed Specifications are higher than the Specifications given in RFP = 5 Proposed Specifications are equivalent to the Specifications given in RFP = 3	15
	Proposed Software platform	Scalability = 2, Non Scalable = 0	5
		Security Certification = 2, No Security Certification = 0	
		Software Support including Patches & Updates = 1	
	Proposed Solution	Solution meeting the requirements = 2, Non compliance =0 Clarity on Solution offered = 2, No Clarity on solution = 0 Sequencing and Dependencies among activities = 2, No clear definition of activities = 0 Adherence to timelines given in RFP = 2, Non adherence of timelines = 0 Proposed scalability of solution = 2, No Scalability = 1	10
	Proposed Innovative Idea / Solution Strategy to Implement	Any improvement or innovations in the proposed solution. = 3, No improvement / innovation proposed = 0	5

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S. No	Evaluation Criterion	Point System (Cr. = Rs. In Crore)	Max score
		Coverage of diverse functions / additional information for better implementation = 2, No Coverage = 0	
	Total		100
	Minimum Cut-off Score		70

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

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Proposed team and profiles for Networking and related components	For Network Administrator - B. Tech or BE/ BTech/ M.Sc. (IT/CS) with Certification on proposed Networking items Compliance = 0.5 Non Compliance = 0	>= 2 Years Experience = 0.5 < 2 Years Experience = 0	>=3 No. = 1 < 3 No. = 0	2
Proposed team and profiles for Domain Experts	BE / BTech / MCA / MBA or equivalent Compliance = 0.5 Non Compliance = 0	>= 2 Years Experience = 0.5 < 2 Years Experience = 0	>=3 No. = 1 < 3 No. = 0	2
Proposed team for Operations and Maintenance	BE (CS) / MCA / M.Sc. (IT/CS) or equivalent Compliance = 0.5 Non Compliance = 0	>= 2 Years Experience = 0.5 < 2 Years Experience = 0	>= 12 No. = 1 < 12 No. = 0	2

5.4 Technical Proposal

- i. All the mandatory undertakings
- ii. 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.
- iii. Previous Project Experience for all the criterion in the technical evaluation matrix in the format provided in the RFP
- iv. Proposed Methodology for Data Migration, Change Management / Capacity Building, and Exit Management
- v. 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
 - ❖ Security architecture
 - ❖ Integration Architecture
 - ❖ Network architecture
 - ❖ Details of the Solution as per the format provided in the RFP

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- ❖ Bill of material of all the components (i.e. software, hardware, etc.) as per the formats provided in the RFP
 - ❖ Approach & methodology for project development and implementation including the project plan
 - ❖ Overall Governance Structure and Escalation Mechanism
 - ❖ Project team structure, size, capability and deployment plan (Total Staffing plan including numbers)
 - ❖ Training and Communication Strategy for key stakeholders of the project
 - ❖ Key Deliverables (along with example deliverables, where possible)
 - ❖ Project Management, reporting and review methodology
 - ❖ Strategy for conducting Operations & Maintenance
 - ❖ Risk Management approach and plan
 - ❖ Certification from the OEMs on the Infrastructure proposed by bidder
 - ❖ Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria
- vi. 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
- vii. Comprehensive Project Plan Along with Manpower deployment plan and resources to be dedicated to the project.
- viii. The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project
- ix. HP Police/HIMCOPS is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.
- x. Bidder must provide the following information:
- o Resumes of key profiles such as manager(s), technical experts, domain experts, etc responsible for the management of this project.

5.5 Evaluation of Commercial Bids

- i. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
- ii. 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.
- iii. The State / UT will evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing government borrowing rate. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids. The bid with the lowest Net Present Value (NPV) determined using the DCF method will be selected.
- iv. Detailed modalities for applying DCF technique are as below:
 - Net Present Value (NPV) method will be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated in Para (6) below.
 - Discounting rate to be used under the method is to be the Government of India's lending rate on loans given to State / UT Governments. These rates are notified by Budget Division of Ministry of Finance annually. The latest one is Ministry of Finance OM No F5 (3) PD/2008 dated 30 October 2008 (as per which the borrowing rate is 9%). The State / UT will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
 - NPV will be calculated on the annual cash outflows.
 - Standard software for example 'Excel', 'Lotus 1-2-3' or any other spreadsheet, which comes preloaded as part of a personal computer will be used for NPV analysis.
 - The blended person month cost for 300 person months will be considered in the cash flows in the first year.

- The NPV will be calculated using the formula below:

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

Where,

- i. $C_0 \dots C_n$ are the yearly cash flows as illustrated below
- ii. C_0 is the Sum of the below components
 - a. Sub-total for Services Provided during Implementation Phase (Sum of items 1 – 6, refer to Pricing Summary Sheet)
 - b. Blended Person Month Cost for 300 Person Months (refer to Pricing Summary Sheet)
- i. C_1 is Cost of Operations and Maintenance Services for the 1st year after “Go-Live”
- ii. C_2 is Cost of Operations and Maintenance Services for the 2nd year after “Go-Live”
- iii. C_3 is Cost of Operations and Maintenance Services for the 3rd year after “Go-Live”
- iv. r is the annual discounting rate as specified in Para (2) above

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

*The scores will be calculated as: $B_n = 0.3 * T_n + (0.7) * (C_{min} / C_b * 100)$*

Where

- i. B_n = overall score of bidder under consideration (calculated up to two decimal points)
- ii. T_n = Technical score for the bidder under consideration
- iii. C_b = NPV (as calculated above) for the bidder under consideration
- iv. 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.

Note: Department reserves the right to delete any of the non desired components (which does not impact the SLA) and corresponding cost would be deducted on pro rata basis from the commercial values proposed for that component by the bidder

6 AWARD OF CONTRACT

6.1 Award Criteria

HP Police/HIMCOPS will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

6.2 HP Police/HIMCOPS Right To Accept Any Proposal and To Reject Any Or All

Proposals

HP Police/HIMCOPS 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 HP Police/HIMCOPS action.

6.3 Notification of Award

Prior to the expiration of the validity period, HP Police/HIMCOPS 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, HP Police/HIMCOPS will promptly notify each unsuccessful bidder and return their Bid Security.

6.2 Contract Finalization and Award

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

6.3 Signing of Contract

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

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

6.4 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 HP Police/HIMCOPS may award the contract to the next best value bidder as per section 6.2 in this RFP or call for new proposals or invoke the PBG.

7 PAYMENT TERMS AND SCHEDULE

7.1 Advance Bank Guarantee

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

7.2 Performance Bank Guarantee

- A PBG of 10% of value of the accepted bid amount would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. At present HDFC Bank, ICICI Bank and AXIS Bank are the only three private sector banks authorized by the Government. Details of the bank are to be furnished in the commercial offer.
- The PBG should be furnished within 15 calendar days from the signing of the contract and should be valid for entire term of the contract.
- State / UT may forfeit the Performance Guarantee for any failure on part of Bidder to complete its obligations under the Agreement.
- The Performance Guarantee shall be returned to the Bidder within 30 days of the date of successful discharge of all contractual obligations at the end of the period of the Agreement by the State / UT
- In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

7.3 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, HP Police/HIMCOPS may at its discretion withhold any payment until the completion of the contract. HP Police/HIMCOPS 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 HP Police/HIMCOPS under the contract and law.

7.4 Payment Schedules and Milestones

The successful bidder will sign a Service Level Agreement (SLA) with HP Police/HIMCOPS covering all the required services.

The payment schedule and milestones are divided into two phases:

A) Implementation Phase

B) Operations and Maintenance Phase

7.5 Milestones and Payment Schedules for Implementation Phase

Activities	Detailed Activity	MileStone based Payment	Payment after Go-Live of Application at last district
Deployment Phase	Delivery of Hardware at all locations covered under the scope of project including data centre	40 % of total Deployment Phase	10 % of total cost of Deployment phase will be given after Go-Live of Application
	Installation and Commissioning of Hardware at all locations covered under the scope of project including data centre	50 % of total Deployment Phase	
Data Digitization	Data Digitization	40 % of payment to be done from Total cost of Data Digitization when 70 % of data got digitized	20 % of total cost of Data Digitization cost will be given after Go-Live of Application
		40 % of payment to be done from Total cost of Data Digitization when all the data required by police department got digitized	
Data Migration	Data Migration	40 % of payment to be done from Total cost of Data Migration when 70 % of data got Migrated	20 % of total cost of Data Migration cost will be given after Go-Live of Application
		40 % of payment to be done from Total cost of Data Migration when all the data required by police department got Migrated	
Extension and Customization of Software	Preparation of SRS, Design documents and test plans after approval HIMCOPS/SPMU	20% of payment to be done of total cost of CAS Customization and Extension	50 % of total cost of CAS Customization and Extension will be given when Application is stable for 3 months after Go-

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	User Acceptance Testing	30% of payment to be done of total cost of CAS Customization and Extension	Live.
Capacity Building	Preparation of state-specific training plan and approval	10 % of total amount of capacity building to be paid	20 % of total amount of capacity building will be given when Application is stable for 3 months after Go-Live.
	Training Completion report, feedback and sign offs of 60 % of Basic Computer Awareness and Role based training for Application	30 % of total amount of capacity building to be paid	
	Training Completion report, feedback and sign offs of remaining employees of Basic Computer Awareness and Role based training for Application	20 % of total amount of capacity building to be paid	
	Completion of Awareness and Sensitization of benefits of IT and Training of Trainers	20 % of total amount of capacity building to be paid	

Note: The above payments are subject to Final Sign off's received from HIMCOPS and meeting of SLA's failing which the appropriate deductions as mentioned in the SLA section of Vol 1 of this RFP

7.6 Milestones and payment Schedules for Operations and Maintenance Phase

The operations and maintenance phase is for a period of three years post Go-Live in the last district. The lump-sum cost quoted for the Operations and Maintenance Phase will be divided into 6 equated instalments and made as 6 equal payments upon satisfactorily adhering to the SLAs. The payments during the Operations and Maintenance Phase will be made at the end of every six months after the delivery of the services upon satisfactorily adhering to the SLAs defined in the volume 1 of this RFP. The successful bidder will be required to submit a compliance report at the end of every month and a consolidated compliance report at the end of 6 months based on which these payments would be made.

8. FORMATS FOR RESPONSE – PRE-QUALIFICATION BID

8.1 Pre-Qualification Requirements Proposal:

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

1. Part I – Details of the Organization

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

2. Part II – Relevant IT Project Experience

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

3. Part III – Relevant e-Governance Project Experience

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

4. Part IV – Relevant Software Services Project Experience

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

5. Part V – Proof of Certification

Assessment and Certification of the required certification (**CMMi Level 3 and/or ISO 9001:2008 or above**).

8.2 Organizational Details

Table 5 Organization Detail

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

8.3 Financial Strength Details

Table 6 Financial Strength Detail

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

8.4 Project Experience

Table 7 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	
<p>Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which is part of minimum qualification criteria).</p> <p>These capabilities may be spread over the five projects (which are part of minimum qualification criteria) and not essentially in this project alone.</p>	

8.5 Relevant eGovernance Project Experience

Table 8 Relevant eGovernance 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)	
Following are the capabilities essential for the project. These capabilities may be spread over the 2 projects (which are part of minimum qualification criteria) and not essentially in this project alone. However, demonstration of	

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

8.6 Relevant Software Services Project Experience

Table 9 Software Service Project Experience

Relevant IT project experience (provide no more than 1 project in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	

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

9. FORMATS FOR RESPONSE - TECHNICAL BID

9.1 Profiles of Previous Project Experience

Table 10 Profiles of 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.	

9.2 Solution Information

Table 11 Solution Information

The below list is indicative only	Proposed Solution ¹ (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
CAS (State) Solution						
Websserver						
Application Server						
Database						
Operating System						
Others						
Reporting Engine						
Email/Messaging						
Search Engine						
Portal Server						
Workflow Engine						
Rules Engine						

¹ It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells

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The below list is indicative only	Proposed Solution ¹ (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
Directory Services						
DMS/CMS						
Security						
Identity Management						
Audit						
ETL						
Any Other Proposed						
CAS (State) Offline Solution						
Synchronization Solution						
Application Container						
Database						
Others						
Operating System (In case the suggested solution will need a particular kind of O/S						

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The below list is indicative only	Proposed Solution ¹ (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
on the client machine)						
Any Other Proposed						
Technical Environment						
Project Management Information System (PMIS)				Please provide the list of services offered as part of the PMIS solution		
Configuration Management						
Issue Tracker						
Any Other Proposed						
Infrastructure Services (at DC/DR)						

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The below list is indicative only	Proposed Solution ¹ (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
EMS				Please provide the list of services offered as part of the EMS solution		
Load Balancers						
Backup Software						
Helpdesk						
Antivirus						
SAN Management Software						
Any Other Proposed						

9.3 Bill of Material – Software Solution

Table 12 Software Solution Bill of Material

The below list is indicative only ²	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) ³	Unit of Measurement	Number of Licenses (Development Environment) ⁴	Number of Licenses (UAT) ⁴	Number of Licenses (Training) ⁴	Number of Licenses (Data Center - Production) ⁴	Number of Licenses (DR Site) ⁴
CAS (State) Solution							
Webserver							
Application Server							
Database							
Operating System							
Others							
Reporting Engine							
Email/Messaging							
Search Engine							
Portal Server							

² In case the number of licenses offered are different for each of the services within the solution (ex, multiple services within EMS are provisioned with different licenses), please insert rows under the solution head and provide the information

³ It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells

⁴ Please indicate N/A where not applicable. Please indicate N/L where there is no license requirement

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The below list is indicative only ²	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) ³	Unit of Measurement	Number of Licenses (Development Environment) ⁴	Number of Licenses (UAT) ⁴	Number of Licenses (Training) ⁴	Number of Licenses (Data Center - Production) ⁴	Number of Licenses (DR Site) ⁴
Workflow Engine							
Rules Engine							
Directory Services							
DMS/CMS							
Security							
Identity Management							
Audit							
ETL							
Any Other Proposed							
CAS (State) Offline Solution							
Synchronization Solution							
Application Container							
Database							
Others							

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The below list is indicative only ²	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) ³	Unit of Measurement	Number of Licenses (Development Environment) ⁴	Number of Licenses (UAT) ⁴	Number of Licenses (Training) ⁴	Number of Licenses (Data Center - Production) ⁴	Number of Licenses (DR Site) ⁴
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)							
Any Other Proposed							
Technical Environment at NCRB							
Project Management Information System							
Configuration Management							
Issue Tracker							
Any Other Proposed							
Infrastructure Services (at DC/DR)							
EMS							
Load Balancers							
Backup Software							

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The below list is indicative only ²	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) ³	Unit of Measurement	Number of Licenses (Development Environment) ⁴	Number of Licenses (UAT) ⁴	Number of Licenses (Training) ⁴	Number of Licenses (Data Center - Production) ⁴	Number of Licenses (DR Site) ⁴
Helpdesk							
Antivirus							
SAN Management Software							
Any Other Proposed							

9.4 Bill of Material – Infrastructure-

Bidder must submit the Technical Compliance Statement for each item required under the project as per details given in section 5.6 (Table No.7,8,9,10 and 11),section 5.8 (Table No.13 and 14) and Annexure II- Indicative Technical Specifications given in Volume-I of this RFP

Table 13 Infrastrure Bill of Material

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

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

9.5 Team Profile

Table 14 Team Profile

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

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

10. FORMAT FOR BID RESPONSE – COMMERCIAL BID

10.1 Commercial Proposal Cover Letter

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Dear Sir,

Ref: RFP for Implementation of CCTNS in Himachal Pradesh

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

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

We undertake, if our proposal is accepted, to the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually by us and HP Police/HIMCOPS 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 HP Police/HIMCOPS 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 HP Police/HIMCOPS and us.

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10.2 Form 1 – Pricing Summary

Table 15 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 3 rd party acceptance testing, audit and certification				
2.	Site preparation at the Client site locations (police stations, Range offices, Zones, SCRB, SDPOs, District HQ and State HQ) and Data Center.				
3.	IT Infrastructure at the Client site locations (police stations, , Range offices, Zones, SCRB, SDPOs, District HQ and State HQ).				
4.	IT infrastructure at the Data Center and Disaster Recovery Center including the necessary hardware, software and other networking components. (AMC and outsourced manpower -3 years from Go live)				
5.	Data migration and Digitization of Historical Data				
6.	Change Management , Capacity Building, and Handholding Support				
A	Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 6):				
Services Provided During Post Implementation Phase					
7.	Operations and Maintenance Services for the 1 st year after “Go-Live”				
8.	Operations and Maintenance Services for the 2 nd year after “Go-Live”				
9.	Operations and Maintenance Services for the 3 rd year after “Go-Live”				
B	Sub-total for Services Provided During Post Implementation Phase (Sum of items 7 – 9):				

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S. No.	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
C	Blended Person Month Cost for 300 Person Months				
	Grand Total for Consideration of L1 (A + B + C)				

10.3 Form 2: Detailed Component-Wise Pricing Formats

Table 16 Component-wise Pricing Format

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

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C. Operations and Maintenance Costs (Half yearly Expenses for 3 years of contract after “Go-Live”) – as detailed in RFP Volume 1					
1.	Application Maintenance & Operational Expense including upgradation, deployment of patches, fixes etc.				
2.	Infrastructure Maintenance Expense (Helpdesk, deployed hardware & network infrastructure etc.)				
Total C:					
D: Support Manpower					
1.	Programmer				
2.	System Analyst				
3.	Database Administrator				
4.	Project Manager				
5.	Any other				
Total D:					
E. Data Digitization					
1	Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)	2 persons for 3 months (6)			
2	Cost of scanning of existing files for the Integrated Workflow and Document Management System	1 person for 6 months (6)			
Total E:					
F. Data Cleansing and Data Migration					

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1	Cost of data Cleansing and Migrating data from existing system to new system			
2	Testing of Migrating Data			
3	Others			
Total F:				
G. Training				
	Training Cost Per Person for			
1	Basic computer skills	20 resources	L	20*L
2	Advanced training on the Application modules	100 resources	M	100*M
	Others			
Total G:				

10.4 Data Centre Related Costs

Table 17 Data Related to Cost

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

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

11. Annexure – Other Formats

Bidder shall separately submit these undertakings and declaration.

11.1 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, HP Police/HIMCOPS, _____, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

The “Purchaser” has issued a public notice inviting various organizations to propose for hiring services of an organization for provision of services under the CCTNS Project (hereinafter called the “Project”) of the Purchaser;

The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

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

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

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

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:

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

11.2 Format for submission of Queries for Clarification

Bidders requiring specific points of clarification may communicate with HP Police/HIMCOPS during the specified period using the following format:

Table 18 Format for submission of queries

To, Nodal Officer, CCTNS, Nigam Vihar, PHQ Shimla-171002			
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

11.3 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)

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

11.4 Bid Cover Letter

[Cover Letter]

[Date]

To,

CEO-cum-DG Police
HIMCOPS
Police HQ, Nigam Vihar
Shimla-171002

Dear Sir,

Ref: RFP for Implementation of CCTNS in State of Himachal Pradesh

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

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

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to HP Police/HIMCOPS 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 section 11.23 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.

11.5 Undertaking on Patent Rights

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS 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 HP Police/HIMCOPS and persons authorized by HP Police/HIMCOPS, 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 HP Police/HIMCOPS of any legal action.

Yours faithfully,

Authorized Signatory

Designation

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

11.6 Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS.

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 HP Police/HIMCOPS 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 HP Police/HIMCOPS and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation

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

11.7 Non-Malicious Code Certificate

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Sub: Non-Malicious Code Certificate

Sir,

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

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

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

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

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

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

Yours faithfully,

Authorised Signatory

Designation

11.8 Undertaking On Pricing of Items of Technical Response

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Sub: Undertaking on Clarifications sent to HP Police/HIMCOPS.

Sir,

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

Yours faithfully,

Authorized Signatory

Designation

11.9 Undertaking on Offline Functionality

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS 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 HP Police/HIMCOPS to be part of CCTNS Project.

Yours faithfully,

Authorized Signatory

Designation

11.10 Undertaking on Provision for Required Storage Capacity

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Sub: Undertaking on Provision for Required Storage Capacity

Sir,

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

Yours faithfully,

Authorized Signatory

Designation

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

11.11 Undertaking on Compliance and Sizing of Infrastructure

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS in it's RFP document and in accordance with the Service Level requirements and minimum specifications provided for Software licenses, Servers, SAN Storage, SAN Switch, Tape Library, Enterprise Management System, Anti Virus, Backup Software and assure HP Police/HIMCOPS that the sizing is for all the functionality envisaged in the RFP document.
2. Any augmentation of the proposed solution or sizing of any of the proposed solutions (software, hardware,...) in order to meet the minimum tender requirements and/or the requisite Service Level requirements given by HP Police/HIMCOPS will be carried out at no additional cost to HP Police/HIMCOPS.

Yours faithfully,

Authorized Signatory

Designation

11.12 Undertaking on Provision of Support for Software

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 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

11.13 Undertaking on Service Level Compliance

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS.
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 HP Police/HIMCOPS, then we will augment the team without any additional cost to HP Police/HIMCOPS.

Yours faithfully,

Authorized Signatory

Designation

11.14 Undertaking on Deliverables

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Sub: Undertaking on Deliverables

Sir,

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

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

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

Yours faithfully,

Authorized Signatory

Designation

11.15 Undertaking on Training the Users

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Sub: Undertaking on Training the Users

Sir,

1. I/We hereby undertake to train users (to be identified by HP Police/HIMCOPS) as per HP Police/HIMCOPS requirements stated in the Request for Proposal (RFP). We further undertake that:

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

Yours faithfully,

Authorized Signatory

Designation

11.16 Undertaking on Support to Certification

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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

Yours faithfully,

Authorized Signatory

Designation

11.17 Undertaking on Exit Management and Transition

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS or to an agency identified by HP Police/HIMCOPS) to HP Police/HIMCOPS satisfaction.

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

i. Capacity Building at Himachal Pradesh Police

- a. We undertake to design team/organization structure at HP Police/HIMCOPS to manage the system
- b. We undertake to carryout an analysis of the skill set requirement at HP Police/HIMCOPS to manage system and carry out the training & knowledge transfer required at HP Police/HIMCOPS to manage system

ii. Transition of project artefacts and assets

- a. We undertake to complete the updating of all project documents and other artefacts and handover the same to HP Police/HIMCOPS before transition
- b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train HP Police/HIMCOPS 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 HP Police/HIMCOPS.

Yours faithfully,

Authorized Signatory

Designation

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

11.18 Undertaking on Continuous Improvement

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Sub: Undertaking on Continuous Improvement

Sir,

1. I/We understand that Continuous improvement of application is highly critical for HP Police/HIMCOPS 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

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

11.19 Undertaking on Personnel

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar, Shimla-171002

Sub: Undertaking on Personnel

Sir,

1. I/We as System Integrator do hereby undertake that those persons whose profiles were part of the basis for evaluation of the bids and have been identified as “Key Personnel” of the proposed team, including Project Manager, Lead Technical Architects, Modelling/Database Expert, Lead Business Analyst, Technical Writer, and Domain Expert for the design and development of software for the CCTNS project, shall be deployed during the Project as per our bid submitted in response to the RFP.
2. We undertake that any of the identified “Key Personnel” shall not be removed or replaced without the prior written consent of HP Police/HIMCOPS.
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 HP Police/HIMCOPS. HP Police/HIMCOPS 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 HP Police/HIMCOPS has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of HP Police/HIMCOPS that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,

Authorized Signatory

Designation

11.20 Undertaking on Provision of Work Environment at the State

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

Sub: Undertaking on Provision of Work Environment at premises of State

Sir,

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

Yours faithfully,

Authorized Signatory

Designation

11.21 Undertaking on Changes to the Contract Clauses

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS to consider those suggestions.

Yours faithfully,

Authorized Signatory

Designation

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

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

(Company letterhead)

[Date]

To

CEO-cum-DG Police

HIMCOPS

Police HQ, Nigam Vihar

Shimla-171002

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 HP Police/HIMCOPS, 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 HP Police/HIMCOPS. We further endorse the warranty, contracting and licensing terms provided by SI to HP Police/HIMCOPS

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

Yours faithfully,

Authorised Signatory

Designation

OEM's company name

CC: SI's corporate name

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11.23 Format for Performance Bank Guarantee

To,
The Dy. Inspector General of Police/CTS,
Secretary, HIMCOPS
Shimla (H.P.)

Place: _____

Bank Guarantee No.: _____

Amount of Bank Guarantee: Rs. _____ (Rs. in Words _____)

Bank Guarantee valid from: _____

Last Date for Lodgement of Claim: _____

This Deed of Guarantee executed by the _____ (Bank) having Registered Office at _____ and local office at _____ (hereinafter called “ the Bank”) in favour of The Secretary, HIMCOPS, PHQ, Shimla (H.P.) for and on behalf of HIMCOPS / H.P. Police (hereinafter called “HIMCOPS”) for an amount not exceeding Rs. _____ (Rs. In words _____ only) at the request of M/s _____ having their Registered office at _____ (hereinafter called the SI) to whom work order no. _____ dated _____ amounting to Rs. _____ (Rs. In words _____ only) is given by HIMCOPS, in respect of which this Bank guarantee is being submitted as security to complete the work and provide the services within stipulated time.

The bank do hereby undertake to pay to the HIMCOPS an amount not exceeding Rs. _____ (Rs. In words _____ only) by reason of breach of Agreement, ‘Term and Conditions’ as stated in Tender Document, and commitment under the scope of Work Order.

The Bank do hereby guarantee and undertake to pay to the HIMCOPS immediately on demand, without any reservation(s), protest, demur and without reference to any party the amount of Rs _____ (Rs. In words _____ only).

Any such demand made by the HIMCOPS shall be conclusive and binding on the bank irrespective of any dispute(s) or difference(s) raised by any party.

The bank undertake to pay to HIMCOPS amount so demanded, notwithstanding any dispute or disputes raised by any party in any suit or proceeding pending before any Court or Tribunal relating thereto, Banks liability under this guarantee being absolute and unequivocal.

The payment so made by the bank under this bond shall be a valid discharge of liability for payment there under and the SI shall have no claim against the bank making such payment.

This Guarantee will not be discharged due to the change in the constitution of the Bank or SI.

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

This guarantee shall be irrevocable and shall remain valid up to _____(date). The guarantee shall be extended further at the discretion of the Bank for such period as required under the instructions of the SI M/s_____, on whose behalf this guarantee is furnished.

The bank agree that the amount hereby guaranteed shall be due and payable to the HIMCOPS on the bank being served a notice requiring the payment of the amount and such notice shall be deemed to have been served on the Bank by actual delivery. In order to give full effect to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____(Bank) may renew the Bank Guarantee at our discretion provided the request for renewal is made by the SI before the expiry of the Bank Guarantee with the mutual consent of the Bank.

We, _____ (Bank) , lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HIMCOPS in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. _____(Rs. In words _____ only).

Notwithstanding anything stated hereinbefore:

1. Our liability under this guarantee is restricted to Rs. _____ (Rs. In words _____ only).
2. The guarantee shall remain in force till _____(date) and
3. The Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if the HIMCOPS serves upon the Bank a written claim or demand on or before _____(date).

Please note that this Bank Guarantee automatically stand cancelled notwithstanding the fact that the original bank guarantee may not be returned to us by you after _____(date).

Witness:

1. _____

Signature

2. _____

Manager/ Authorised Signatory

Full Name (in Block Letters)

Designation & Signature I.D. No

Bank & Branch Address with Branch No.