

**E-GOVERNANCE MISSION MODE PROJECT (MMP)  
CRIME & CRIMINAL TRACKING NETWORK AND SYSTEMS  
(CCTNS)**

**REQUEST FOR PROPOSAL FOR  
SELECTION OF SYSTEM INTEGRATOR  
FOR  
IMPLEMENTING, COMMISSIONING AND  
MAINTAINING CCTNS  
IN  
MEGHALAYA POLICE**



**VOLUME-II: EVALUATION AND PAYMENT TERMS**

**RELEASED BY:  
GOVERNMENT OF MEGHALAYA**

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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 in Meghalaya.

This is the **Volume II of the SI RFP** that comprises of the Commercial and Bidding terms such as bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc.

The **Volume III of the SI RFP** is the Master Service Agreement, detailing the legal terms and conditions that shall be entered into between the State of Meghalaya and the System Integrator, once it is selected.

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 The RFP Document

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

### 2.2 General Instructions regarding the RFP

The RFP can be downloaded from the Meghalaya Police Department website <http://megpolice.gov.in/> or can be collected from the Office of the ADGP (CID), Nodal Officer (CCTNS), Meghalaya Police Headquarters, from **15<sup>th</sup> April to 11<sup>th</sup> May between 10 am to 4pm by submitting the non refundable Bank Draft of Rs. 10,000 (Rupees ten thousand only) drawn in favour of “Meghalaya Police Information Technology Society (MPITS)”**. In case the RFP has been downloaded from the Meghalaya Police Website, the demand draft should be submitted along with the proposal. Tenders received without or with inadequate RFP Document fees shall be liable to get rejected.

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

### 2.3 Pre-Bid Conference

Meghalaya Police will host a Pre-Bid Conference, tentatively scheduled on **29<sup>th</sup> April**. The date, time and venue of the conference will be intimated to all bidders through e-mail or fax. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. Meghalaya Police shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference.

### 2.4 Response to Bidder's Enquiries

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

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

All enquiries should be sent either through email or Fax. The Meghalaya Police shall not be responsible for

ensuring that bidders' enquiries have been received by them.

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

## **2.5 Supplementary Information / Corrigendum / Amendment to the RFP**

- i. If Meghalaya Police deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/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 Meghalaya Police's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- ii. At any time prior to the deadline (or as extended by Meghalaya Police) for submission of bids, Meghalaya Police, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, 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, Meghalaya Police, at its discretion, may extend the deadline for the submission of bids.

## **2.6 Proposal Preparation Costs**

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

## **2.7 Meghalaya Police's Right to terminate the Process**

Meghalaya Police 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 Meghalaya Police. The bidder's participation in this process may result in Meghalaya Police selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by Meghalaya Police to execute a contract or to continue negotiations.

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

- i. Bidders shall submit, along with their Bids, EMD of Rupees 25,00,000 (Rs. Twenty Five lakhs) only, in the form of a Demand Draft/ Bank Guarantee issued by the bank in favour of "**Meghalaya Police Information Technology Society (MPITS)**" payable at Shillong, Meghalaya of any nationalized bank situated at Shillong 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 Meghalaya Police within three months of the bidder being notified as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
- iv. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- v. The bid submitted without bid security, mentioned above, will be summarily rejected.
- vi. The bid security may be forfeited:
  - o If a bidder withdraws its bid during the period of bid validity
  - o In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions

## **2.9 Authentication of Bids**

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

## **2.10 Interlineations in Bids**

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

## **2.11 Late Bids**

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

## **2.12 Venue & Deadline for submission of proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to Meghalaya Police at the address specified below:

**Shri A.K..Mathur, ADGP(CID), Nodal Officer(CCTNS)**

**Office Address: Police Headquarters, Meghalaya, Shillong-793001**

**Email: [meghcctns@yahoo.com](mailto:meghcctns@yahoo.com)**

**Last Date & Time of submission: 3 PM on 12<sup>th</sup> May, 2011**

### 3 BID SUBMISSION INSTRUCTIONS

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

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:

<b>Envelope 1: EMD</b>	<p>The envelope containing the EMD shall be sealed and super scribed "Earnest Money Deposit – Meghalaya CCTNS". This envelope <b>should not</b> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p>
<b>Envelope 2: Response to Pre- Qualification Requirements</b>	<p><b>A board resolution authorizing the Bidder to sign/ execute all the proposals (Pre-qualification, Technical and Commercial) as a binding document and also to execute all relevant agreements forming part of RFP shall be included in this envelope.</b></p> <p>Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in this Volume. The envelope containing the Response to Pre-Qualification Requirements shall be sealed and super scribed "Pre-Qualification Requirements – Meghalaya CCTNS" on the top right hand corner and addressed to Meghalaya Police at the address specified in this RFP. This envelope <b>should not</b> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>The pre-qualification proposal should be submitted in <b>two printed copies (one Original and one Duplicate copy) and a soft copy on non-rewriteable compact discs (CDs)</b> with all the contents of the pre-qualification proposal. The words "<b>Response to Pre-Qualification Requirements – Meghalaya CCTNS</b>" shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the pre-qualification proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p>
<b>Envelope 3: Technical</b>	<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 "<b>Technical Proposal – Meghalaya CCTNS</b>" on the top right hand corner and addressed to Meghalaya Police at the address specified in this volume.</p> <p>This envelope <b>should not</b> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p>

	<p>The technical proposal should be submitted in <b>two printed copies of the entire technical proposal (one Original and one duplicate copy) and a soft copy on non-rewriteable compact discs (CDs)</b> with all the contents of the technical proposal. The words “<b>Technical Proposal – Meghalaya CCTNS</b>” shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation. In case of discrepancies between Original and Duplicate hard copies, the Original hard copy of the proposal would prevail and will be considered as the proposal for the purpose of evaluation.</p>
<p><b>Envelope 4: Commercial Proposal</b></p>	<p><b>The Commercial Proposal will be submitted only in the printed format and the bidder should submit only one copy of the Commercial Proposal as per the forms in this volume.</b></p> <p>All the pages in the commercial response should be on the letterhead of the Bidder with a seal and signature of the authorized signatory of the Bidder. The envelope should also be super scribed “<b>Commercial Proposal – Meghalaya CCTNS</b>” (Not to be opened with the Technical Proposal) at the top right hand corner and addressed to Meghalaya Police at the address specified in this RFP.</p>
<p><b>Envelope 5</b></p>	<p>All the above 4 envelopes along with the cover letter, as specified in Annexure - Other Formats to this volume of the RFP should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“<b>Meghalaya CCTNS: Response to the RFP for Selection of System Integrator</b>”).</p>
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>i. 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.</li> <li>ii. Meghalaya Police will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.</li> <li>iii. The bidders are requested to sign across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.</li> <li>iv. Technical proposal should not contain any commercial information.</li> <li>v. The envelope with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract, at the address and time as specified in this RFP.</li> <li>vi. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.</li> <li>vii. Bidder has to submit hard copies of the bids in sealed envelopes at the designated address before <b>3 PM on 12<sup>th</sup> May, 2011.</b></li> <li>viii. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his</li> </ol>	

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

- ix. In exceptional circumstances, at its discretion, Meghalaya Police may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

### 3.2 Commercial Proposal

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

#### iv. Correction of Error

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by Meghalaya Police. 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 Meghalaya Police as listed in the Volume I of this RFP. All the prices will be in Indian Rupees
- b. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- c. The price quoted in the Commercial Proposal shall be the only payment, payable by Meghalaya Police to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between Meghalaya Police and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- d. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. **A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as 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. Meghalaya Police reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

### **3.3 Language of Proposals**

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

### **3.4 Conditions under which this RFP is issued**

- a. This RFP is not an offer and is issued with no commitment. Meghalaya Police reserves the right to withdraw the RFP and change or vary any part thereof at any stage. Meghalaya Police 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 Meghalaya Police.
- c. No oral conversations or agreements with any official, agent, or employee of Meghalaya Police shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of Meghalaya Police shall be superseded by the definitive agreement that results from this RFP process. Oral communications by Meghalaya Police to bidders shall not be considered binding on Meghalaya Police, nor shall any written materials provided by any person other than Meghalaya Police.
- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Meghalaya Police or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- e. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of Meghalaya Police to leave Meghalaya Police or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of Meghalaya Police.

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

All proposals and accompanying documentation of the Technical proposal will become the property of Meghalaya Police and will not be returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. Meghalaya Police is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. Meghalaya Police shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### 3.6 Modification and Withdrawal of Proposals

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

### 3.7 Non-Conforming Proposals

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

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

### 3.8 Disqualification

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

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- c. The bidder qualifies the proposal with his own conditions.
- d. Proposal is received in incomplete form.
- e. Proposal is received after due date and time at the designated venue.
- f. Proposal is not accompanied by all the requisite documents.
- g. If bidder provides quotation only for a part of the project.
- h. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- i. Commercial proposal is enclosed with the same envelope as technical proposal.
- j. Bidder tries to influence the proposal evaluation process by Unlawful/corrupt/fraudulent means at any point of time during the bid process.
- k. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- 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 Meghalaya Police.
- m. Bidders may specifically note that while evaluating the proposals, if it comes to Meghalaya Police's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by Meghalaya Police.
- 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.

### **3.9 Conflict of Interest**

SI shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the SI or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with NCRB/MHA or the Govt. of Meghalaya. 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

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

### 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. Meghalaya Police will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. Meghalaya Police may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c. The Meghalaya Police shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
- 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

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

- a. The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
- b. Proposal Presentations: The Tender Committee constituted by Meghalaya Police may invite each bidder to make a presentation to Meghalaya Police at a date, time and venue decided by



Meghalaya Police. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.

- c. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.
- d. Following will be the technical evaluation methodology:
  - o Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
  - o 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.
  - o 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.
  - o 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.
  - o The technically short listed bidders will be informed of the date and venue of the opening of the commercial bids through a written communication

## 5 PRE-QUALIFICATION CRITERIA

1. The Bidder should be an Information Technology System Integrator with a registered office and operations in India. The company should be operational in India for at least the last five financial years. The Prime Bidder (System Integrator) will be a single legal entity.
2. The bidder must have an office in the State or should furnish an undertaking that the same would be established within two months of signing the contract.
3. The Bidder (System Integrator), a single legal entity registered in India, should be a profitable vendor for the last three years and must have an annual turnover of not less than Rs 100 Crore for the last three financial years (as on 31-03-2010).
4. 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 5 Crore or above in India including setting up and configuring the hardware (Servers, Desktop, Network Clients) and implementing software solution including Operating Systems, Infrastructure Management Software, RDBMS, establishment of LAN / WAN including Firewalls, IPS, PKI, etc. and providing life cycle support.
5. The Bidder (System Integrator) must have a proven track record of implementing at least two (2) e-Governance projects summing up to a value of Rs 5 Crore or above.
6. The bidder must have prior experience of working on at least 1 Software Services Project for Government of India, any of the State/UT governments or Public Sector Units. The project must be worth at least Rs. 50 Lakhs.
7. The bidder (System Integrator) must meet at least one of the below criteria:
  - a. The bidder must have been assessed and certified for **CMMi Level 3 or above**. The certificate should be valid for at least a period of one year from the date of submission of the bid.
  - b. The bidder must have been assessed and certified for **ISO 9001 or above**.

### Notes:

1. 'IT-projects' relates to projects involving IT Infrastructure procurement and commissioning, IT Application Customization, Integration with legacy systems, Deployment and Maintenance
2. 'E-Governance projects' is defined as 'deployment of IT systems for a government / public sector enterprises.
3. 'Software Services Project' relates to projects involving development or deployment of a IT application and Maintenance of the same.
4. In respect of both 1 and 2 above, the respondent/ Prime bidder should have been directly responsible for the implementation of the projects and not just a member of a consortium.
5. The Prime bidder itself is responsible for the core activities of CCTNS implementation such as Hardware & IT infrastructure implementation, Customization/Application Development, Network and connectivity and roll-out of the CCTNS- CAS (State) application. However the Prime bidder can use partner/ Consortium for non-core activities such as Site Preparation, Data digitization/migration, Capacity building (Training personnel) and Handholding to partner/consortium fulfilling the following conditions.
  - a. The Partner/ Consortium must be ISO 9001 in IT services. (ISO 27001 certification wherever relevant)

- b. The Partner/ Consortium should have been in Information Technology business for 5 years
- c. The Partner/ Consortium must have Service Tax registration no./PAN no./Provident Fund Commissionerate no.
- d. The Partner/ Consortium must have completed 5 projects for Government/PSU including one project preferably with the State Police Department involving implementation at Police Stations and Higher Offices

### 5.1 Consortium Criteria:

The following are the requirements for a Consortium:

- The number of members in a consortium shall not be more than three (3). However, the SI shall be the prime bidder and shall be solely responsible for all implementation of the entire scope of the project;
- The bid should contain details of all the members of the consortium including their legal status and specify their roles and responsibilities in the project;
- The members of the consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submitting the proposal and the same shall be submitted to State with the proposal;
- Lead member of the consortium/ Prime Bidder shall independently fulfill the qualification criteria and as a signatory to the agreement be solely responsible for all obligations under the agreement.

### 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.

<b>Mandatory Compliance</b>	
The technical response must meet all the following mandatory compliance requirements. Failure to meet any of the following criteria will result in the disqualification of the technical bid response.	
1.	Submission of <i>Undertaking on Patent Rights</i> in the format prescribed in this RFP
2.	Submission of <i>Undertaking on Conflict of Interest</i> in the format prescribed in this RFP
3.	Submission of <i>Undertaking on Non-malicious Code Certificate</i> in the format prescribed in this RFP
4.	Submission of <i>Undertaking on Pricing of Items of Technical Response</i> in the format prescribed in this RFP
5.	Submission of undertaking on Offline Functionality in the format prescribed in this RFP
6.	Submission of undertaking on Provision of Required Storage Capacity in the format prescribed in this RFP
7.	Submission of undertaking on Compliance and Sizing of Infrastructure in the format prescribed in this RFP
8.	Submission of undertaking on Provision for Support for Software in the format prescribed in this RFP
9.	Submission of undertaking on Service Level Compliance in the format prescribed in this RFP
10.	Submission of undertaking on Deliverables in the format prescribed in this RFP

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

### 5.3 Technical Evaluation Scoring Matrix:

	Evaluation Criteria/ Sub-Criteria	Description and Evaluation System	Max. Score	Criteria Cut-off Score
<b>A</b>	<b>Past Experience</b>		<b>30</b>	<b>20</b>
A1	System Integration	<p>Max 5 Citations showcasing experience as system integrator for turnkey projects in India in the last 5 years in the following (4 marks for each):</p> <ul style="list-style-type: none"> <li>• Software development and implementation in the chosen Technology Stack</li> <li>• Network deployment and commissioning (LAN/WAN) for multi-site, geographically spread project locations (at least 50+ locations)</li> <li>• Site Preparation and IT infrastructure procurement, deployment, and commissioning for multi-site, geographically spread project locations (at least 50+ locations)</li> <li>• Data migration and Data digitization</li> <li>• Technical Support including Operations and maintenance for multi-site, geographically spread project locations (at least 50+ locations) and 1000+ users</li> </ul> <p>Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> <li>• Project value</li> <li>• Extent of coverage of above mentioned work areas in the project scope of work</li> <li>• Stage of completion of the project (Completed / on-going)</li> </ul> <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the project, Completion Certificate from Client confirming year and value of Bidder's scope of work along with Reference details of the Client</p>	20	12
A2	Application development/ deployment in Police domain	<p>Max 2 Citations showcasing experience of successful deployments of software application in Police domain in the last 5 years</p> <p>Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> <li>• Relevance to the current project</li> <li>• Stage of completion of the project (Completed / on-going)</li> </ul> <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the two projects, Completion / Partial Completion Certificate from Client confirming year</p>	2	NA

	<b>Evaluation Criteria/ Sub-Criteria</b>	<b>Description and Evaluation System</b>	<b>Max. Score</b>	<b>Criteria Cut-off Score</b>
		and value of Bidder's scope of work, scope of work completed by the Bidder and its value along with Reference details of the Client		
A3	Data Centre & Management Services	<p>Max 3 Citations showcasing experience in Provisioning of Data Centre services (establishment / lease) with Minimum value 3 Crores from Data Centre component involving at least Site Preparation, Creation of physical environment, Procurement, deployment and commissioning of IT infrastructure, establishing data security, technical support etc. in last 5 years.</p> <p>Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> <li>• Stage of commissioning of the Data Centre (Completed / on-going)</li> </ul> <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the two projects, Completion / Partial Completion Certificate from Client confirming year and value of Bidder's scope of work, scope of work completed by the Bidder and its value along with Reference details of the Client</p>	3	1
A4	Training & Change Management in Government sector	<p>Max 5 Citations showcasing experience in the following areas in last 5 years</p> <ul style="list-style-type: none"> <li>- development of training material and delivery of training for use of IT applications (application developed/ customized) /basic computer skills/ IT systems - participants including all levels of management</li> </ul> <p>Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> <li>• Stage of completion of training assignment (Completed / on-going)</li> <li>• Training in Police department or other Government departments</li> </ul> <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the two projects, Completion / Partial Completion Certificate from Client confirming year and value of Bidder's scope of work, scope of work completed by the Bidder and its value along with Reference details of the Client</p>	5	3
<b>B</b>	<b>Proposed Approach &amp; Methodology</b>		<b>15</b>	<b>10</b>
B1	Project understanding	Demonstrated understanding of the project's objectives, scope and requirements. Following parameters will be examined for evaluation:	3	2

	<b>Evaluation Criteria/ Sub-Criteria</b>	<b>Description and Evaluation System</b>	<b>Max. Score</b>	<b>Criteria Cut-off Score</b>
		<ul style="list-style-type: none"> <li>• Clarity and depth of understanding of the project's objectives, scope and requirements</li> <li>• Risks identification and proposed mitigation plan</li> </ul>		
B2	Application deployment, integration and maintenance & support	Proposed methodology for development, deployment of the application software and its integration with the CAS (centre) and existing systems. Proposed methodology for application management and support	3	2
B3	Data Digitization and Migration	Proposed methodology for data digitization and migration.	3	2
B4	Training and Change Management	Proposed methodology and plan for Training and Change Management. Following parameters will be examined for evaluation: <ul style="list-style-type: none"> <li>• Training schedule</li> <li>• Areas/ domains covered</li> <li>• Personnel deployment plan</li> </ul>	3	2
B5	Exit Management	Proposed methodology for Exit Management. Following parameters will be examined for evaluation: <ul style="list-style-type: none"> <li>• Comprehensiveness and Completeness of the Plan</li> <li>• Suitability of the plan to the State / UT's requirements</li> </ul>	3	2
<b>C</b>	<b>Project Team &amp; Project Governance</b>		<b>35</b>	<b>22</b>
C1	Implementation Phase	Project Governance Structure & Escalation Mechanism	3	12
		Status Reporting Mechanism	2	
		Project Team ( <b>Refer Resource evaluation matrix for details</b> )	15	
C2	Post Implementation Phase	Project Governance Structure & Escalation Mechanism	3	10
		Status Reporting Mechanism	2	
		Project Team ( <b>Refer Resource evaluation matrix for details</b> )	10	
<b>D</b>	<b>Work Plan</b>		<b>5</b>	<b>3</b>
D1	Work Plan	The detailed Project Plan proposed by the bidder would be examined on the following: <ul style="list-style-type: none"> <li>• Comprehensiveness of the project plan</li> <li>• Activities, sequencing and dependencies among activities</li> <li>• Timelines and associated deliverables</li> </ul>	5	

	<b>Evaluation Criteria/ Sub-Criteria</b>	<b>Description and Evaluation System</b>	<b>Max. Score</b>	<b>Criteria Cut-off Score</b>
E	Product Compliance		10	7
E1	Product Compliance	The compliance to the minimum specification in the RFP is mandatory requirement for bidder's proposal acceptance.  However, the exact marking is as per the Product compliance matrix provided. <b>(Refer Product evaluation matrix for details)</b>		
F	Technical Presentation		5	NA

<b>Resource Evaluation Matrix</b>				
<b>Team Details</b>	<b>Academic qualifications</b>	<b>Total Experience in related field</b>	<b>Relevant certifications</b>	<b>Maximum Marks</b>
<b>Project Implementation Team</b>				
<b>Project Manager</b>	<u>Marking</u> BE / B. Tech/ MCA with MBA = 2 Marks BE / B. Tech/ MCA = 1 Marks Others: 0 Marks	<u>Marking</u> (> 10 Years Exp.) = 2 (>= 5 Years Exp. and <= 10 Years) = 1 (< 5 Years Exp.)= 0	PMP certification  <u>Marking</u> Compliance = 1 Non Compliance = 0	<b>5</b>
<b>Infrastructure Expert</b>	BE / B. Tech / MCA/ BSC / BCA  <u>Marking</u> Compliance = 0.5 Non Compliance = 0	<u>Marking</u> (>6 Years Exp) = 1 (>=3 Years Exp and <=6 years) = 0.5 <3years = 0	Certification: CDCP/CDCS or equivalent  <u>Marking</u> Compliance = 0.5 Non Compliance = 0	<b>2</b>
Network / Security Expert	MCA / MBA / MSC / BSC / BCA  <u>Marking</u> Compliance = 0.5 Non Compliance = 0	<u>Marking</u> (>6 Years Exp) = 1 (>=3 Years Exp and <= 6 years) = 0.5 (<3years) = 0	Certification: CISA/ CISSP or equivalent  <u>Marking</u> Compliance = 0.5 Non Compliance = 0	<b>2</b>
Capacity building/ Change Management Expert	BE / B. Tech / MCA/ MSC / BSC/ BCA  <u>Marking</u> Compliance = 1 Non Compliance = 0	<u>Marking</u> (>6 Years Exp) = 1 (>=3 Years Exp and <=6 years) = .5 (<3 years) = 0	No of Projects undertaken in Capacity Building/ Change Management  <u>Marking</u> >3 Projects = 1 Mark Exp = 2 >=1 and <=3 Projects = .5 Mark No Project = 0 Mark	<b>3</b>



Domain Expert	BE / B. Tech / MCA/ MSC / BSC/ BCA  <i>Marking</i> Compliance = 1 Non Compliance = 0	<i>Marking</i> (>8 Years Exp in Police Domain) = 2 (>=4 Years Exp in Police Domain) = 1 (<4 in Police Domain) = 0	NA	<b>3</b>
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**Post Implementation Team**

Details	Eligibility Criteria	Marking Criteria based on Proposed Team Size* (applicable only for eligible personnel/ manpower)		
Annual Technical Support	BE / B. Tech / MCA/ MSC / BSC/ BCA	>2 Years of Experience	(No. of Manpower: >=8) = 6 (No. of Manpower: >=6 and <8) = 4 (No. of Manpower: <6 ) = 0	<b>6</b>
Software maintenance & support services and Application functional support services including Helpdesk Operation	BE / B. Tech / MCA/ MSC / BSC/ BCA	>2 Years of Experience	(No. of Manpower: >=6) = 4 (No. of Manpower: >=4 and <6) = 2 (No. of Manpower: <4 ) = 0	<b>4</b>

**\* Operations and maintenance support team for the server and related infrastructure at the Data Center and Disaster Recovery Center and handholding manpower for end users will not be considered**

**Product Evaluation Matrix**

Bill of Material (BoM)	Scale up and down by a factor of 10. Total marks available 10, scaled up to 100		Compliance with RFP specifications (Yes/ No)*	Value addition provided	Impact of value addition on (Performance/ Scalability/Availability)
	100	10			
Enterprise Management System	10.00	1.00			<b>Positive Impact</b>
DB/ App Server	12.50	1.25			
Storage Solution	12.50	1.25			
Web, Mgmt & Other Servers	12.50	1.25			
Desktop PC	12.50	1.25			
DG Set	5.00	0.50			
UPS	5.00	0.50			
Printer	5.00	0.50			
Multi Function Laser	5.00	0.50			
Switch	5.00	0.50			
LAN Passive Components	5.00	0.50			
Finger Print Reader	5.00	0.50			
Digital Camera	2.50	0.25			
Electronic Pen	2.50	0.25			

**\*Note:**

- For each BoM component, the bidder will provide the compliance status, value addition provided and impact of value addition (considered as positive impact).
- If there is no value addition the bidder would get 70% of the marks attributed to that component. For each value addition 5% of the marks attributed to the component shall be added. (Note: The overall marks shall be restricted to the maximum allowed under that component head irrespective of the number of positive impact)
- Evaluation committee has the sole right to accept the value addition and consider the same for positive impact

**5.4 Technical Proposal**

1. All the mandatory undertakings
2. The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP Volume I. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to the proposal.
3. Previous Project Experience for all the criterion in the technical evaluation matrix in the format provided in the RFP
4. Proposed Methodology for Data Migration/ Digitization, Change Management / Capacity Building, and Exit Management
5. The Technical Proposal should address the following:
  - Overview of the proposed solution that meets the requirements specified in the RFP
  - Overall proposed Solution, technology, and deployment architecture
  - Security architecture
  - Integration and Interfacing Architecture
  - Network architecture
  - Details of the Solution as per the format provided in the RFP
  - Bill of material of all the components (i.e. software, hardware, etc.) as per the formats provided in the RFP
  - Approach & methodology for project development and implementation including the project plan
  - Overall Governance Structure and Escalation Mechanism
  - Project team structure, size, capability and deployment plan (Total Staffing plan including numbers)
  - Handholding, Capacity Building and Change Management Strategy for key stakeholders of the project
  - Key Deliverables (along with example deliverables, where possible)
  - Project Management, reporting and review methodology
  - Strategy for conducting Operations & Maintenance
  - Risk Management approach and plan
  - Certification from the OEMs on the Infrastructure proposed by bidder
  - Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria
6. Bidder must provide the team structure and the resumes of key profiles within each team such as Project manager(s), technical experts, domain experts, etc. responsible for the management of this project in the format provided in the RFP

7. Comprehensive Project Plan Along with Manpower deployment plan and resources to be dedicated to the project.
8. The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project

### 5.5 Evaluation of Commercial Bids

1. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
2. Since the payments to the SI will be made over a period of over six years (a period of 54 weeks (subject to the timely receipt of CAS(State) from Government of India) for the Implementation Phase followed by five years for Operations and Maintenance Services), the DCF method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest bidder.
3. The Meghalaya Police 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 called for further negotiations as per Meghalaya State Government Policy.
4. Detailed modalities for applying DCF technique are as below:
  - Net Present Value (NPV) method will be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated in Para (6) below.
  - Discounting rate to be used under the method is to be the Government of India's lending rate on loans given to Meghalaya Government. 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 Meghalaya Police will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
  - NPV will be calculated on the annual cash outflows.
  - Standard software for example 'Excel', 'Lotus 1-2-3' or any other spreadsheet, which comes preloaded as part of a personal computer will be used for NPV analysis.
  - The blended person month cost for 300 person months will be considered in the cash flows in the first year
  - **The NPV will be calculated using the formula below:**  

$$NPV = C_0 + C_1/(1+r)^1 + C_2/(1+r)^2 + C_3/(1+r)^3 + C_4/(1+r)^4 + C_5/(1+r)^5$$
 Where,
    - i.  $C_0 \dots C_5$  are the yearly cash outflows as illustrated below
    - ii.  $C_0$  is the Sum of cost for Services Provided During Implementation Phase (Sum of items 1 – 7, refer to Form 1: Pricing Summary Sheet in this document)
    - iii.  $C_1$  is Cost of Operations and Maintenance Services for the 1<sup>st</sup> year after "Go-Live"
    - iv.  $C_2$  is Cost of Operations and Maintenance Services for the 2<sup>nd</sup> year after "Go-Live"
    - v.  $C_3$  is Cost of Operations and Maintenance Services for the 3<sup>rd</sup> year after "Go-Live"
    - vi.  $C_4$  is Cost of Operations and Maintenance Services for the 4<sup>th</sup> year after "Go-Live"
    - vii.  $C_5$  is Cost of Operations and Maintenance Services for the 5<sup>th</sup> year after "Go-Live"
    - viii.  $r$  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:

$$Bn = 0.3 * Tn + (0.7) * (Cmin / Cb * 100)$$

Where

- i.  $Bn$  = overall score of bidder under consideration (calculated up to two decimal points)
- ii.  $Tn$  = Technical score for the bidder under consideration
- iii.  $Cb$  = NPV (as calculated above) for the bidder under consideration
- iv.  $Cmin$  = Lowest NPV (as calculated above) among the financial proposals from all bidders under consideration

The bidder achieving the highest overall score ( $Bn$ ) as per the abovementioned process will be invited by Meghalaya Police or its nominated agency(s) for negotiations for awarding the contract as per Meghalaya State Government Policy. 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

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

### 6.2 Meghalaya Police's Right to Accept Any Proposal and to Reject Any or All Proposals

Meghalaya Police reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Meghalaya Police's action.

### 6.3 Notification of Award

Prior to the expiration of the validity period, Meghalaya Police will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance bank guarantee, Meghalaya Police will promptly notify each unsuccessful bidder and return their Bid Security.

### 6.4 Contract Finalization and Award

Meghalaya Police shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. If it is unable to finalize the contract with the bidder ranked first due to any reason, the Meghalaya Police may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded.

*(Note: Meghalaya Police reserves the right to award contract for full or any part of the scope of work as per RFP Volume I, Section 6 - Scope of Project)*

Meghalaya Police reserves the right to present a contract to the bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of the Meghalaya Police, the most advantageous and represents the best value to the proposed project, price and other factors considered. Evaluations will be based on the proposals, and any additional information requested by the Meghalaya Police. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after "Go-live".

### 6.5 Signing of Contract

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

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

## **6.6 Failure to agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event State / UT may award the contract to the next best value bidder as per section 6.1..4 in this RFP or call for new proposals or invoke the PBG.

## 7 PAYMENT TERMS AND SCHEDULE

### 7.1 Performance Bank Guarantee

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

### 7.2 Liquidated Damages

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

Meghalaya Police may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services (as detailed in Volume I of this RFP) for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Meghalaya Police under the contract and law.

### 7.3 Payment Schedules and Milestones

The successful bidder will sign a Service Level Agreement (SLA) with Meghalaya Police Covering all the required services.

The payment schedule and milestones are divided into two phases:

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

### 7.4 Milestones and Payment Schedules for Implementation Phase

S. No.	Payment Milestones for the Implementation phase	% Payment
1.	M1: Advance	10%
2.	M2: Pre – Go Live Readiness <sup>1</sup> in the Phase I locations	15%
3.	M3: Go-Live <sup>2</sup> in the Phase I locations	25%
4.	M4: Pre – Go Live Readiness <sup>1</sup> in the Phase II / all remaining locations	15%
5.	M5: Go-Live <sup>2</sup> in the Phase II Districts/ all remaining locations	25%
6.	M6: Successful integration with CAS (Center) and successful transfer of the data for three months in succession	10%

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

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

2. Go-Live in the Phase requires Completion and Acceptance of the following activities in at least 85% of the Police Stations / Higher Offices in all 100% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase

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

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



### **7.5 Milestones and payment Schedules for Operations and Maintenance Phase**

The operations and maintenance phase is for a period of five years post Go-Live in the respective Phase. The lump-sum cost quoted for the Operations and Maintenance for each Phase will be divided into 10 equated instalments and made as 10 equal payments upon satisfactorily adhering to the SLAs. The payments during the Operations and Maintenance for each 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 every 6 months based on which these payments would be made.

## 8 FORMATS FOR RESPONSE – PRE-QUALIFICATION BID

### **Pre-Qualification Requirements Proposal:**

Bidders are requested to submit their responses for the Pre-Qualification Requirements in five (5) parts, clearly labelled 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 Meghalaya or alternatively an undertaking that the same would be established within two months of signing the contract.

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

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

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

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

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

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

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

- a. Assessment and Certification of the required certification (CMMi Level 3 or above OR ISO 9001 or above).

## 8.1 Organizational Details

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

## 8.2 Financial Strength Details

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

### 8.3 Project Experience

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
<b>Name of the project</b>	
<b>Client for which the project was executed</b>	
<b>Name and contact details of the client</b>	
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>	

### 8.4 Relevant eGovernance Project Experience

Relevant e-Governance project experience (provide no more than 2 projects in the last 5 years)	
<b>General Information</b>	
<b>Name of the project</b>	
<b>Client for which the project was executed</b>	
<b>Name and contact details of the client</b>	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Place (town, state) where the project was executed (deployment, operations and maintenance)	
Duration of the project (no. of months, start date, completion date, current status)	
<b>Other Relevant Information</b>	
Mandatory Supporting Documents: a) Letter from the client to indicate the successful completion of the projects b) Letter from the client to indicate the successful completion of the projects (setting up software, hardware and network infrastructure and building and deploying the application) c) Copies of the CMMi level 3 assessments.	
<b>Project Capability Demonstration</b>	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria)  Following are the capabilities essential for the project. These capabilities may be spread over the 2 projects (which are part of minimum qualification criteria) and not essentially in this project	

**Relevant e-Governance project experience****(provide no more than 2 projects in the last 5years)**

alone. However, demonstration of these capabilities is compulsory. Respondents are required to provide information substantiating their qualification related to the any/ all of the capabilities. The capabilities are:

**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

## 8.5 Relevant Software Services Project Experience

Relevant IT project experience (provide no more than 1 project in the last 5 years)	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
<b>Project Capability Demonstration</b>	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria)	

## 9 FORMATS FOR RESPONSE - TECHNICAL BID

### 9.1 Profiles of Previous Project Experience

<b>Relevant Project experience</b> (Provide no more than 3 projects in the last 5 years)	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
<b>Project Capability Demonstration</b>	
Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.	



**9.2 Solution Information**

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

<sup>2</sup> It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells

The below list is indicative only	Proposed Solution <sup>2</sup> (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
Directory Services						
DMS/CMS						
Security						
Identity Management						
Audit						
ETL						
Any Other Proposed						
<b>CAS (State) Offline Solution</b>						
Synchronization Solution						
Application Container						
Database						
Others						
Operating System (In case the suggested solution will need a particular						

The below list is indicative only	Proposed Solution <sup>2</sup> (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
kind of O/S on the client machine)						
Any Other Proposed						
<b>Technical Environment</b>						
Project Management Information System (PMIS)				Please provide the list of services offered as part of the PMIS solution		
Configuration Management						
Issue Tracker						
Any Other Proposed						
<b>Infrastructure Services (at DC/DR)</b>						

The below list is indicative only	Proposed Solution <sup>2</sup> (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
EMS				Please provide the list of services offered as part of the EMS solution		
Load Balancers						
Backup Software						
Helpdesk						
Antivirus						
SAN Management Software						
Any Other Proposed						

**9.3 Bill of Material – Software Solution**

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

<sup>3</sup> In case the number of licenses offered are different for each of the services within the solution (ex, multiple services within EMS are provisioned with different licenses), please insert rows under the solution head and provide the information

<sup>4</sup> It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells

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

The below list is indicative only <sup>3</sup>	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) <sup>4</sup>	Unit of Measurement	Number of Licenses (Development Environment) <sup>5</sup>	Number of Licenses (UAT) <sup>4</sup>	Number of Licenses (Training) <sup>4</sup>	Number of Licenses (Data Center - Production) <sup>4</sup>	Number of Licenses (DR Site) <sup>4</sup>
Workflow Engine							
Rules Engine							
Directory Services							
DMS/CMS							
Security							
Identity Management							
Audit							
ETL							
Any Other Proposed							
<b>CAS (State) Offline Solution</b>							
Synchronization Solution							
Application Container							
Database							

The below list is indicative only <sup>3</sup>	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) <sup>4</sup>	Unit of Measurement	Number of Licenses (Development Environment) <sup>5</sup>	Number of Licenses (UAT) <sup>4</sup>	Number of Licenses (Training) <sup>4</sup>	Number of Licenses (Data Center - Production) <sup>4</sup>	Number of Licenses (DR Site) <sup>4</sup>
Others							
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)							
Any Other Proposed							
<b>Technical Environment at NCRB</b>							
Project Management Information System							
Configuration Management							
Issue Tracker							
Any Other Proposed							
<b>Infrastructure Services (at DC/DR)</b>							

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



**9.4 Bill of Material**

**(A) Infrastructure at DC & DR site**

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 as per the requirement / Specification provided in the RFP (Yes/No)	Data Sheets Provided in the Proposal (Yes/No) (Please provide page number/section-number/volume)
<b>Data Centre</b>														
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															
<b>Disaster Recovery</b>															

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																			

**(B) Infrastructure at client site/ Police locations**

<b>Police stations and Higher offices</b>					
Component	Make and model	Version (if applicable)	Additional Information as required to indicate the compliance to the requirements in the RFP (ex, Capacity, Disk Space,)	Compliance as per the requirement / Specification provided in the RFP (Yes/No)	Data Sheets Provided in the Proposal (Yes/No) (Please provide page number/section-number/volume)
Desktop along with Antivirus, OS and office suite details					
Insert each item in a separate row as required					

**9.5 Team Profile**

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

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

## 10 FORMAT FOR BID RESPONSE – COMMERCIAL BID

### 10.1.1 Commercial Proposal Cover Letter

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

Dear Sir,

**Ref: RFP for Implementation of CCTNS in Meghalaya Police**

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 Meghalaya Police or its appointed representatives.

We will obtain necessary bank guarantees in the formats given in the bid document issued by a bank in India, acceptable to Meghalaya Police and furnish them within the time frames set out in the RFP.

We agree for unconditional acceptance of all the terms and conditions in the bid document and we also agree to abide by this bid response for a period of SIX (6) MONTHS from the date fixed for commercial bid opening and it shall be valid proposal till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between Meghalaya Police and us.

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





## 10.1.2 Form 1 – Pricing Summary

S. No.	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
<b>Services Provided During Implementation Phase</b>					
1.	Systems Study, design, analysis and configuration, Customization/ development of Extension (New Modules) of CAS (State) and CAS (State), Integration with CAS (Centre) and External Agencies, Support to 3 <sup>rd</sup> party acceptance testing, audit and certification, Deployment and installation of the application at all the Locations across the State as per the Scope of Project (RFP, Volume I, Section 6)				
2.	Handholding support for end users ( 1 resource required per PS for a period of 6 months post go-live)				
3.	Site preparation at the Client site locations (police stations, SCRB, SDPOs, District HQ and State HQ), Training Centers and Data Center.				
4.	IT Infrastructure at the Client site locations (police stations, SCRB, SDPOs, District HQ and State HQ).				
5.	IT infrastructure at the Data Center and Disaster Recovery Center including the necessary hardware, software and other networking components.				
6.	Data migration and Digitization of Historical Data				
7.	Change Management and Capacity Building				
<b>A</b>	<b>Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 7):</b>				
<b>Services Provided During Post Implementation Phase</b>					
7.	Operations and Maintenance Services for the 1 <sup>st</sup> year after “Go-Live”				
8.	Operations and Maintenance Services for the 2 <sup>nd</sup> year after “Go-Live”				
9.	Operations and Maintenance Services for the 3 <sup>rd</sup> year after “Go-Live”				
10.	Operations and Maintenance Services for the 4 <sup>th</sup> year after “Go-Live”				

11.	Operations and Maintenance Services for the 5 <sup>th</sup> year after "Go-Live"				
<b>B</b>	<b>Sub-total for Services Provided During Post Implementation Phase (Sum of items 7 – 11):</b>				
	<b>Grand Total for Consideration of L1 (A + B )</b>				

## 10.1.3 Form 2: Detailed Component-Wise Pricing

## A. Site preparation at the Client site locations (police stations, SCRB, SDPOs, District HQ and State HQ), Training Centers and Data Center.

S. No	Category	Component	No of Components / Units of Service (X)	per unit details			Total Cost (= X*Y)
				Rate	tax	Total (Y)	
1.	Police stations	Local area network					
		Electrical cabling and earthing requirements					
		Adequate furniture					
		Others, specify					
2.	Higher Offices	Local area network					
		Electrical cabling and earthing					
		Adequate furniture					
		Others					
	Insert each item in a separate row as required row as required						
<b>Total A:</b>							

## B. IT Infrastructure at the Client site locations (police stations, SCRB, SDPOs, District HQ and State HQ)

1. Non CIPA police Stations (22 Locations)							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per Non-CIPA PS	Total unit for 22 PS	Rate	tax	Total (Y)	
a.	Client Systems	4	88				
b.	HDD 320 GB	1	22				
c.	Duplex Laser Printer	1	22				
d.	Multi-Function Laser (Print/Scan/Copy)	1	22				
e.	2 KVAUPS for 120min backup	1	22				
f.	2KVA Generator Set	1	22				
g.	16-Port Switch	1	22				
h.	Fingerprint Reader	1	22				
i.	Digital Camera	1	22				
j.	Electronic Pen	1	22				
k.	Operational Expenses		22				

<b>T1</b>	<b>Total for Non CIPA police Stations</b>	
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<b>2 CIPA Police Stations (17 Locations)</b>							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per CIPA PS	Total unit for 17 PS	Rate	tax	Total (Y)	
a.	HDD 320 GB	1	17				
b.	Duplex Laser Printer	1	17				
c.	Multi-Function Laser (Print/Scan/Copy)	1	17				
d.	2KVA UPS for 120min backup	1	17				
e.	2KVA Generator Set	1	17				
f.	16-Port Switch	1	17				
g.	Fingerprint Reader	1	17				
h.	Digital Camera	1	17				
i.	Electronic Pen	1	17				
j.	Operational Expenses		17				
<b>T1</b>	<b>Total for CIPA police Stations</b>						

<b>3 Circle Offices (19 Locations)</b>							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per Circle Office	Total unit for 19 Circle office	Rate	tax	Total (Y)	
a.	Client Systems	3	57				
b.	Multi-Function Laser (Print/Scan/Copy)	1	19				
c.	2KVA UPS for 120min backup	1	19				
d.	16-Port Switch	1	19				
e.	Operational Expenses						
<b>T1</b>	<b>Total for Circle Offices</b>						

<b>4 Sub Divisional Police Offices(SDPOs), (8 Locations)</b>							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per SDPO	Total unit for 8 SDPOs	Rate	tax	Total (Y)	
a.	Client Systems	3	24				
b.	Multi-Function Laser	1	8				

	(Print/Scan/Copy)						
c.	2KVA UPS for 120min backup	1	8				
d.	16-Port Switch	1	8				
e.	Operational Expenses		8				
<b>T4</b>	<b>Total for SDPOs</b>						

<b>5 District Headquarters (DHQ), (7 Locations)</b>							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per DHQ	Total unit for 7 DHQ	Rate	tax	Total (Y)	
a.	Client Systems	10	70				
b.	Multi-Function Laser (Print/Scan/Copy)	10	70				
c.	10 KVA UPS for 120min backup	1	7				
d.	24-Port Switch	1	7				
e.	Operational Expenses		7				
<b>T5</b>	<b>Total for DHQ</b>						

<b>6 Range Office (2 Locations)</b>							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per Range office	Total unit for 2 Range office	Rate	tax	Total (Y)	
a.	Client Systems	4	8				
b.	Multi-Function Laser (Print/Scan/Copy)	1	2				
c.	2KVA UPS for 120min backup	1	2				
d.	16-Port Switch	1	2				
e.	Operational Expenses		2				
<b>T6</b>	<b>Total for Range offices</b>						

<b>7 Police Head Quarters (PHQ), (1 Location)</b>							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per PHQ	Total unit for PHQ	Rate	tax	Total (Y)	
a.	Client Systems	15	15				
b.	Multi-Function Laser (Print/Scan/Copy)	15	15				
c.	10 KVA UPS for 120min backup	1	1				
d.	24-Port Switch	1	1				
e.	Operational Expenses		1				

T7	Total for PHQ						
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8 State Control Room (SCR), (1 Location)							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per SCR	Total unit for SCR	Rate	tax	Total (Y)	
a.	Client Systems	5	5				
b.	Multi-Function Laser (Print/Scan/Copy)	1	1				
c.	2KVA UPS for 120min backup	1	1				
d.	16-Port Switch	1	1				
e.	Operational Expenses		1				
T7	Total for SCR						

9 Police Control Room (PCR), (7 Locations)							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per PCR	Total unit for 7 PCRs	Rate	tax	Total (Y)	
a.	Client Systems	3	21				
b.	Multi-Function Laser (Print/Scan/Copy)	1	7				
c.	2KVA UPS for 120min backup	1	7				
d.	16-Port Switch	1	7				
e.	2KVA Generator Set	1	7				
f.	Operational Expenses		7				
T9	Total for PCR						

10 SCRB, (1 Location)							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per SCRB	Total unit for SCRB	Rate	tax	Total (Y)	
a.	Client Systems	4	4				
b.	Multi-Function Laser (Print/Scan/Copy)	1	1				
c.	2KVA UPS for 120min backup	1	1				
d.	16-Port Switch	1	1				
e.	Operational Expenses		1				
T10	Total for SCRB						

11 Finger Print Bureau (FPB), (1 Location)					
SN	Name of equipment	No. of components/ Unit of service	Unit Rate (in Rs)		Total cost

		Unit per FPB	Total unit for FPB	Rate	tax	Total (Y)	
a.	Client Systems	1	1				
b.	Multi-Function Laser (Print/Scan/Copy)	1	1				
c.	2 KVA UPS for 120min backup	1	1				
d.	16-Port Switch	1	1				
e.	Operational Expenses		1				
<b>T8</b>	<b>Total for FPB</b>						

<b>12 Forensic Science Lab (1 Location)</b>							
SN	Name of equipment	No. of components/ Unit of service		Unit Rate (in Rs)			Total cost
		Unit per FSL	Total unit for FSL	Rate	tax	Total (Y)	
a.	Client Systems	1	1				
b.	Multi-Function Laser (Print/Scan/Copy)	1	1				
c.	2 KVA UPS for 120min backup	1	1				
d.	16-Port Switch	1	1				
e.	Operational Expenses		1				
<b>T12</b>	<b>Total for FSL</b>						



**C. IT infrastructure at the Data Center and Disaster Recovery Center including the necessary hardware, software and other networking components.**

SN	Item	OEM	Make / Version	Unit Details			No of units (X)	Total cost (X *Y)	
				Rate	Tax	Total (Y)			
<b>Data Storage Cost</b>									
1	Data center: SAN Storage including SAN Switch & SAN Storage Management Software, Backup Software						1		
2	DR Site: SAN Storage including SAN Switch & SAN Storage Management Software, Backup Software						1		
<b>BOM for Data Centre</b>									
3	Web Server						1		
4	Directory Server + Access Manager						1		
5	Application Server						2		
6	Database Server						2		
7	Management Server						1		
8	Enterprise backup Server						1		
9	<b>Automated Tape Library (ATL) for Data Center</b>						1		
<b>BOM for Disaster Recovery(DR) Site</b>									
3	Web Server						1		
4	Application Server						1		
5	Database Server						2		
A	TOTAL (1+2+3+....+n)								

**D. Data migration and Digitization of Historical Data**

Type	Approx No of Records	Unit Cost per Record (in Rs)	Total Cost (In Lakhs)
Case Files	20000		
VCNB Registers	15000		
Non-FIR Registers + other registers at PS(like Missing Person/Vehicle Missing/Arms Register etc)	25000		
Verification Records	25000		
Foreigner's registration Records	1500		
<b>Sub Total</b>			
<b>Add : Tax</b>			
<b>Total</b>			

**E. Change Management and Capacity Building**

Change Management and Capacity Building						
S. No.	Category	Specific Details				
		Component	Personnel to be trained (X)	Cost per trainee (Y)	Total Cost (= X*Y)	
1.	End User Training	Awareness and sensitization of benefits of IT	288			
		Role based training	5128			
		Training of Trainers	85			
		System Administration & Support Training	460			
		Sub Total				
		Add: tax				
		Total				
2.	Communication and Awareness	Lump Sum Payment for the entire Activity		Tax, as applicable	Total	
3.	Change management	No. Of workshops (N)	Cost per workshop (C)	N x C (A)	Tax , as applicable , ( T )	Total (A + T)
<b>Total A:</b>						

**F. Post -Implementation Phase**

Operations and Maintenance Costs for 5 years as detailed in RFP Volume 1 of contract after "Go-Live"																
Components	year 1	Tax	Total	year 2	Tax	Total	year 3	Tax	Total	year 4	Tax	Total	year 5	Tax	Total	
Year wise cost for Operations and maintenance for Post Implementation services																

## 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, Meghalaya Police, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

#### WHEREAS

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

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

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
  - a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
  - b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
  - c. Use the Information only as needed for the purpose of bidding for the Project;
  - d. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
  - e. Undertake to document the number of copies it makes
  - f. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

- a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
- b. Is or becomes publicly known through no wrongful act of the Bidder; or

c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.

7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.

8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

12. This Agreement shall be governed by and construed in accordance with the Indian laws. For and on behalf of the Bidder

(Signature) \_\_\_\_\_

(Name of the Authorized Signatory)

Date

Address

Location:

**11.2 Format for submission of Queries for Clarification**

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

<<Name & Address>>			
<b>BIDDER’S REQUEST FOR CLARIFICATION</b>			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
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 \_\_\_\_\_ 2010

For the Bank of \_\_\_\_\_  
(Agent/Manager)

## 11.4 Bid Cover Letter

### [Cover Letter]

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

Dear Sir,

Ref: **RFP for Implementation of CCTNS in Meghalaya Police**

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 Meghalaya Police is

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

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

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

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

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

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

Dated this            Day of            **2011**

(Signature)

(Name)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:  
Witness Name:  
Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

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

Date:  
Signature:  
(Company Seal)

(Name)



## 11.5 Undertaking on Patent Rights

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**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 Meghalaya Police against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SI shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to Meghalaya Police and persons authorized by Meghalaya Police, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

3. If it is found that it does infringe on patent rights, I/We absolve Meghalaya Police of any legal action.

Yours faithfully,

Authorized Signatory

Designation

## 11.6 Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**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 Meghalaya Police.

I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the SI to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold Meghalaya Police harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by Meghalaya Police and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation

## 11.7 Non-Malicious Code Certificate

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**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 Meghalaya Police, we are liable under Information Technology Act, 2000 and Indian Penal Code 1860 in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in offered / developed software.

Yours faithfully,  
Authorised Signatory  
Designation

## 11.8 Undertaking On Pricing of Items of Technical Response

(Company letterhead)  
[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

### **Sub: Undertaking on Clarifications sent to Meghalaya Police.**

Sir,

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

Yours faithfully,

Authorized Signatory  
Designation

## 11.9 Undertaking on Offline Functionality

(Company letterhead)

[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**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 Meghalaya Police for the CCTNS.

2. We acknowledge that the offline functionality requirement stated in Volume – I of the RFP is indicative and that the complete range of required offline functionality will be identified and clarified during the systems study phase of the CCTNS project. We further confirm that we undertake to design and develop the offline functionality identified during the systems study phase as required by Meghalaya Police to be part of CCTNS Project.

Yours faithfully,  
Authorized Signatory  
Designation

## 11.10 Undertaking on Provision for Required Storage Capacity

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**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 Meghalaya Police

Yours faithfully,

Authorized Signatory

Designation

## 11.11 Undertaking on Compliance and Sizing of Infrastructure

(Company letterhead)  
[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

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

Yours faithfully,

Authorized Signatory  
Designation

## 11.12 Undertaking on Provision of Support for Software

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**Sub: Undertaking on Provision of Support for Software**

Sir,

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

2. We also undertake to provide the support needed for any 3<sup>rd</sup> party products proposed as part of Application Software during the duration of the contract period.

Yours faithfully,

Authorized Signatory

Designation



### 11.13 Undertaking on Service Level Compliance

(Company letterhead)  
[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**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 Meghalaya Police..
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/or the Service Level requirements given by Meghalaya Police., then we will augment the team without any additional cost to Meghalaya Police.

Yours faithfully,

Authorized Signatory  
Designation

## 11.14 Undertaking on Deliverables

(Company letterhead)  
[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**Sub: Undertaking on Deliverables**

Sir,

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

Yours faithfully,  
Authorized Signatory  
Designation

### 11.15 Undertaking on Training the Users

(Company letterhead)

[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**Sub: Undertaking on Training the Users**

Sir,

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

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

Yours faithfully,  
Authorized Signatory

Designation

## 11.16 Undertaking on Support to Certification

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**Sub: Undertaking on Support to Certification**

Sir,

1. I/We understand that application (including the application and the associated IT systems) have to be certified by a 3<sup>rd</sup> party agency (to be identified by Meghalaya Police) before the system is commissioned.

2. I/We understand that while the certification expenses will be borne by Meghalaya Police, the responsibility to ensure successful certification lies with the System Integrator.

3. I/We hereby undertake that we shall do all that is required of the System Integrator to ensure that system will meet all the conditions required for successful certification.

Yours faithfully,

Authorized Signatory  
Designation

## 11.17 Undertaking on Exit Management and Transition

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**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 Meghalaya Police or to an agency identified by Meghalaya Police) to Meghalaya Police's satisfaction.

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

i. Capacity Building at Meghalaya Police

- a. We undertake to design team/organization structure at Meghalaya Police to manage the system
- b. We undertake to carryout an analysis of the skill set requirement at Meghalaya Police to manage system and carry out the training & knowledge transfer required at Meghalaya Policeto 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 Meghalaya Policebefore transition
- b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train Meghalaya Police personnel on the same.

3. I/We also understand that the Exit Management and Transition will be considered complete on the basis of approval from Meghalaya Police.

Yours faithfully,  
Authorized Signatory  
Designation

## 11.18 Undertaking on Continuous Improvement

(Company letterhead)  
[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**Sub: Undertaking on Continuous Improvement**

Sir,

1. I/We understand that Continuous improvement of application is highly critical for <<State / UT>> and that the System Integrator is expected to be the prime driver of continuous improvement during the application management phase.

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

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

Yours faithfully,

Authorized Signatory

Designation

## 11.19 Undertaking on Personnel

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Shillong (Meghalaya)

**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 Meghalaya Police.
3. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by Meghalaya Police. Meghalaya Police will have the right to accept or reject these substitute profiles.
4. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
5. We acknowledge that Meghalaya Police has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of Meghalaya Police that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,  
Authorized Signatory  
Designation

## 11.20 Undertaking on Provision of Work Environment at the State

(Company letterhead)

[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**Sub: Undertaking on Provision of Work Environment at premises of Meghalaya Police**

Sir,

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

Yours faithfully,

Authorized Signatory

Designation



## 11.21 Undertaking on Changes to the Contract Clauses

(Company letterhead)

[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**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 Meghalaya Police to consider those suggestions.

Yours faithfully,

Authorized Signatory

Designation

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

(Company letterhead)  
[Date]

To  
CCTNS Nodal Officer  
Police Headquarters  
Shillong (Meghalaya)

**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 Meghalaya Police, that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to providing of the solution, Implementation, training & maintenance services, Information Technology Infrastructure and System Integration services to Meghalaya Police. We further endorse the warranty, contracting and licensing terms provided by SI to Meghalaya Police

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

Yours faithfully,

Authorised Signatory  
Designation  
OEM's company name  
CC: SI's corporate name