

**CRIME & CRIMINAL TRACKING NETWORK AND
SYSTEMS (CCTNS)**

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF SYSTEM INTEGRATOR

FOR

IMPLEMENTING, COMMISSIONING AND

MAINTAINING CCTNS

IN

KERALA POLICE

VOLUME - II: COMMERCIAL AND BIDDING TERMS

(KP/SCRB/CCTNS/SI-RFP/07/11)

RELEASED BY:



**കേരള പോലീസ്
KERALA POLICE**

GOVERNMENT OF KERALA

PREPARED BY:

**CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING
(C-DAC)**

Thiruvananthapuram

(A Scientific Society of the Ministry of Communications and Information Technology, Government of India)

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Abbreviations / Acronyms

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BG	Bank Guarantee
CAS	Core Application Software
CCTNS	Crime & Criminal Tracking Network and Systems
EMD	Earnest Money Deposit (Bid Security)
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
SI	System Integrator
UAT	User Acceptance Testing

1. INTRODUCTION

The RFP for selection of SI (System Integrator) is structured in three volumes. Volume I comprise **Technical and Functional Requirements** for implementation of CCTNS project in Kerala.

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

Volume III of the RFP consists of **Contractual and Legal Specifications**.

2. Instructions to Bidders

a) **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

b) **RFP Document Fees**

RFP document can be purchased from the Nodal Officer, CCTNS, SCRB, Pattom, Trivandrum, from **01/07/2011 between 11 am to 4 pm** by submitting a non refundable bank demand draft for **Rs. 25,000/- + VAT** drawn in favour of Kerala Police, payable at Trivandrum The bidder may also download the RFP documents from the Kerala Police website **<http://keralapolice.gov.in> & www.kerala.gov.in**. In such case, the demand draft of RFP document fees should be submitted along with Technical proposal. Tenders received without or with inadequate RFP Document fees shall be liable to get rejected.

- c) 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.

d) **Pre-Bid Conference**

Kerala Police will host a Pre-Bid Conference, tentatively scheduled on **19/07/2011** the date, time and venue of the conference is as per Data Sheet attached in RFP Volume I. 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. Pre-Bid Conference will also provide each bidder with an

opportunity to seek clarifications regarding any aspect of the RFP and the project (maximum of 2 persons per organisation).

e) 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 number)	Content of RFP requiring	Points of clarification

All enquiries should be sent either through email or Fax before the defined date and time. The Kerala Police shall not be responsible for ensuring that bidders’ enquiries have been received by them. However Kerala Police neither makes any representation or warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posted by the bidders. All responses given by Kerala Police will be distributed to all the bidders.

f) Supplementary Information / Corrigendum / Amendment to the RFP

- i. If Kerala 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 the websites of Kerala Police and Govt. of Kerala. 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 Kerala Police) for submission of bids, Kerala Police, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, Kerala Police 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, **Kerala Police, at its discretion, may extend the deadline for the submission of bids.**

g) 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 Kerala Police to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement provided in Volume III) and all such activities related to the bid process. This RFP does not commit Kerala 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.

h) Kerala Police's Right to terminate the Process

Kerala 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 Kerala Police. The bidder's participation in this process may result in Kerala 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 Kerala Police to execute a contract or to continue negotiations.

i) Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of **Rs. 1,00,00,000/-** (Rs. one Crore) only, in the form of a **Demand Draft/ Bank Guarantee** issued by the Bank **in favour of Inspector General of Police, State Crime Records Bureau, SBT Pattom, payable at Thiruvananthapuram, Kerala** and should be 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 Annexure 10.4 – Other Formats.

Demand Draft /Bank Guarantees are to be issued by India 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 bank authorized by the Government.

- ii. The bid security (EMD) of all unsuccessful bidders would be refunded by Kerala 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.
- iii. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. The bid submitted without bid security, mentioned above, will be summarily rejected.
- v. The bid security may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions

j) 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. **Written power-of-attorney accompanying the bid shall support a letter of authorization.** All pages of the bid including the duplicate copies, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

k) Interlineations in Bids

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

l) Venue & Deadline for submission of proposals

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

Name and Address: **The Nodal Officer (IG SCRB),**
CCTNS Project- Kerala
State Crime Records Bureau
Pattom, Trivandrum 695004
Telephone: 0471-2446522/2556229
(System Analyst),SCRB
Email: **cctns@keralapolice.gov.in**
igpscrb@keralapolice.gov.in

Last Date & Time of submission: **01/08/2011 before 2.30 P.M**

m) Late Bids

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

3. Bid Submission Instructions

Proposals must be direct, concise, and complete. Kerala 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.

a) Mode of Submission

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

<p>Envelope 1: EMD (Bid Security)</p>	<p>The envelope containing the EMD shall be sealed and super scribed "Earnest Money Deposit – Kerala CCTNS". This envelope should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>A board resolution authorizing the Bidder to sign/ execute 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.</p>
<p>Envelope2: Response to Pre- Qualification Requirements</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 – Kerala CCTNS" on the top right hand corner and addressed to Kerala Police at the address specified in this RFP. This envelope should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>The pre-qualification proposal should be submitted in two printed copies (one Original and one Duplicate copy) and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the prequalification proposal. The words "Response to Pre-Qualification Requirements – Kerala CCTNS" shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the pre-qualification proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p>
<p>Envelope 3: Technical</p>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume. The envelope shall be sealed and super scribed "Technical Proposal – Kerala CCTNS" on the top right hand corner and addressed to Kerala Police at the address specified in this volume.</p> <p>This envelope should not contain any Commercials, in either</p>

	<p>explicit or implicit form, in which case the bid will be rejected.</p> <p>The technical proposal should be submitted in two printed copies of the entire technical proposal (one Original and one duplicate copy) and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the technical proposal. The words "Technical Proposal – Kerala CCTNS" shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation. 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>Envelope 4: Commercial Proposal</p>	<p>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.</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 "Commercial Proposal – Kerala CCTNS (Not to be opened with the Technical Proposal)" at the top right hand corner and addressed to Kerala Police at the address specified in this RFP.</p>
<p>Envelope 5</p>	<p>All the above 4 envelopes along with the cover letter, as specified in Annexure Other Formats should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project ("Kerala CCTNS: Response to the RFP for Selection of System Integrator").</p>
<p>Note: The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.</p>	

- ii. Kerala 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.

- iii. The bidders are requested to sign/ stamp across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.
- iv. **Technical proposal should not contain any commercial information.**
- 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.
- vi. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.
- vii. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
- viii. In exceptional circumstances, at its discretion, Kerala 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.

b) Commercial Proposal

- i. The Bidder is expected to price all the items and services proposed in the Technical Proposal. Kerala 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 Volume 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 and should not comprise of any direct/indirect conditions. It is required that all the proposals submitted against the RFP should be unconditional in all respect, failing which Kerala Police may reserve the right to reject the bid.

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 Kerala Police. All corrections, if any, should be initiated 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

- The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of Kerala Police as listed in the Volume I of this RFP. All the prices will be in Indian Rupees.
- 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.
- The price quoted in the Commercial Proposal shall be the only payment, payable by Kerala 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 Kerala Police and the Bidder after negotiations. **The price would be inclusive of all taxes, duties, charges and levies as applicable.**
- 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.

- 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.
- 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.
- 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 through the validity of the bid and contract.
- The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go-Live, delivery charges and any other charges as applicable.
- All costs incurred due to delay of any sort, shall be borne by the Bidder.
- Kerala 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.

c) 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 Kerala Police and will not be returned.

d) Conditions Under which this RFP is issued

- i. This RFP is not an offer and is issued with no commitment. Kerala Police reserves the right to withdraw the RFP and change or vary any part thereof at any stage. Kerala Police also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii. Kerala Police shall ultimately determine Timing and sequence of events resulting from this RFP.

- iii. No oral conversations or agreements with any official, agent, or employee of Kerala 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 Kerala Police shall be superseded by the definitive agreement that results from this RFP process. Oral communications by Kerala Police to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than Kerala Police.
- iv. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Kerala Police or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- v. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of Kerala 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 Kerala Police.

e) Rights to the Content of the Proposal

All proposals and accompanying documentation of the Technical proposal will become the property of Kerala 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. Kerala 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. Kerala 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.

f) 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.

g) Non-Conforming Proposals

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

- i. 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.

- ii. 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.

h) 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:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- ii. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- iii. The bidder qualifies the proposal with his own conditions.
- iv. Proposal is received in incomplete form.
- v. Proposal is received after due date and time at the designated venue.
- vi. Proposal is not accompanied by all the requisite documents.
- vii. If bidder provides quotation only for a part of the project.
- viii. 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
- ix. Commercial proposal is enclosed with the same envelope as technical proposal.
- x. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- xi. 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.
- xii. 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 Kerala Police.

- xiii. While evaluating the proposals, if it comes to Kerala 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 Kerala Police.
- xiv. If 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 contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

i) Conflict of Interest

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

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 Bidder to complete the requirements as given in the RFP.

j) Period from which services have to commence

All activities as per the Scope of Work of this Project as mentioned in the RFP should commence from the date of signing of agreement with the successful Bidder.

4. BID OPENING AND EVALUATION PROCESS

4.1. Bid opening sessions

- a) Total transparency will be observed while opening the proposals/bids.
- b) Kerala 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 & 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 Kerala 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, Kerala 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 Kerala Police for bid evaluation, in the presence of bidders' representatives (only one per bidder) 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) Kerala 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. Kerala Police may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c) The Kerala 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 Evaluation Committee constituted by the Kerala Police may invite each bidder to make a presentation to Kerala Police at a date, time and venue decided by Kerala 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:
- Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
 - Only the bidders, who score above the minimum cut-off score in all of the sections AND score a total Technical score of **70 (seventy)** or more, will qualify for the evaluation of their commercial bids. In addition, the bidders are also required to score the minimum cut-off mark defined for each section, as explained in the Technical Evaluation Criteria.
 - The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
 - The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.
 - The technically short listed bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

4.4. Pre-Qualification Criteria

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

1. All the pre qualification criteria have to be met by the bidder on its own.
2. Bidders declared by Kerala Police/Kerala State to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

3. Bidders declared by the Kerala State as may be ineligible to participate in the bidding process subject to gravity of the grounds for said blacklisting. Decision of Kerala Police shall be final in this regard.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with Kerala Police or any other Department/ Agency/ Undertaking or Company under the control of Government of Kerala, during the past 5 years may make a firm ineligible to participate in the bidding process.
5. Kerala Police reserves its right to subject the bidders to security clearances as it deems necessary.
6. The participation is restricted to companies registered in India. The Bidder shall satisfy all of the criteria below:
 - i. The Bidder should be an Information Technology System Integrator with a registered office and operations in India. The company should be operational in India for at least the last five financial years as on 31 st March 2011. The Bidder has to be a single legal entity.
 - ii. The bidder must have an office in the Kerala or should furnish an undertaking that the same would be established within two months of signing the contract.
 - iii. The Bidder, a single legal entity registered in India, should be a profitable vendor for the last three years as on 31st March 2011 and must have an annual turnover of not less than **Rs. 150 Crores** in each of the last three financial years (as on 31-03-2011) from IT services (IT Infrastructure procurement and commissioning, IT Application Customization, Integration with legacy systems, Deployment and Maintenance).
 - iv. The Bidder must have a proven track record of providing a successful 'Turnkey Solution' for at least five (5) IT-projects in last 5 years as on 31st March 2011. At least one of the 5 quoted projects should be an integrated turnkey project of a value of not less than **Rs. 10 Crores** 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. 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 five 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.
 - v. The Bidder must have a proven track record of implementing at least two (2) e-Governance projects summing up to a value of **Rs. 5 Crores** or above in last 2 years as on 31st March 2011. 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.

- vi. The bidder must have prior experience of working on at least 1 Software Services Project for Government of India, any of the State/UT governments or Public Sector Units. The project must be worth at least **Rs. 1 Crore**. Bidder must provide as a supporting documentary proof in form of work order confirming year and Area of activity, value of services to be delivered for the project, 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.
- vii. The bidder must have been assessed and must possess a **valid ISO 9001 and CMMi level 3 or above certificate** as on the date of contract signing and the certificate should be valid for at least a period of one year from the date of submission of the bid.

Notes:

- *IT-projects' relates to projects involving IT Infrastructure procurement and commissioning, IT Application Customization, Integration with legacy systems, Deployment and Maintenance*
- *e-Governance projects' is defined as 'deployment of IT systems for Central/ State Government Departments or Government Undertakings.*
- *'Software Services Project' relates to projects involving development or deployment of an IT application and Maintenance of the same.*
- *System Integrator shall not subcontract any work related to the Data Centre, Security, DR Site etc, and other Core activities to be performed under this project without prior written consent of Kerala Police. However the System Integrator shall provide the list of all the other services planned to be sub contracted with the Technical proposal only. It is clarified that the System Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The System Integrator undertakes to indemnify the Kerala Police or nominated agencies from any claims on the grounds stated hereinabove.*
- *The bidder (System Integrator) must have submit all the certified and authenticated documentary proof for meeting the pre-qualification criteria. Such documents may include inter alia, Work orders, Completion certificates, Company registration certificate, and other credentials.*
- *Consortium Not Allowed*

4.5. Technical Evaluation Criteria

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

Mandatory Compliances / Documents

Mandatory Compliances / Documents	
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.	Non – Disclosure Agreement (NDA)
2.	Bank Guarantee for Earnest Money Deposit
3.	Performance Bank Guarantee (Draft)
4.	Bid Cover Letter
5.	Undertaking on Patent Rights
6.	Undertaking on Conflict of Interest
7.	Undertaking on Non-Malicious Code Certificate
8.	Undertaking on Pricing of Items of Technical Response
9.	Undertaking on Provision for Required Storage Capacity
10.	Undertaking on Compliance and Sizing of Infrastructure
11.	Undertaking on Provision of Support for Software
12.	Undertaking on Service Level Compliance
13.	Undertaking on Deliverables
14.	Undertaking on Training the Users
15.	Undertaking on Exit Management and Transition
16.	Undertaking on Continuous Improvement
17.	Undertaking on Personnel
18.	Undertaking on Provision of Work Environment at the State
19.	Undertaking on Changes to the Contract Clauses
20.	Undertaking from OEM on Authorization of use of their OEM products
21.	Self Declaration
22.	Undertaking on Offline Functionality
23.	Undertaking on Support to Certification
24.	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.
25.	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).

4.5.1. Technical Evaluation Scoring Matrix:

Sl. No.	Evaluation Criterion	Point System (Cr. = Rs. In Crore)	Maximum	Cut off
1	Previous Project Experience		35	20

Previous Software services (design/development) project experience in the chosen technology stack			
<ul style="list-style-type: none"> Profile (scope and duration) of the projects. 	Project Size > 2 Cr. = 1, > 4 Cr. = 2, > 6 Cr. = 3	5	
<ul style="list-style-type: none"> Recency of the Projects. 	Project start in last 3 years = 1 Before 3 Years = 0		
<ul style="list-style-type: none"> Whether the project is completed. 	Completed = 1, Incomplete = 0		
Previous project experience related to Site Preparation and Installation and Commissioning of Client Side Infrastructure for multi-site, geographically spread project locations		5	
<ul style="list-style-type: none"> Profile (scope and duration) of the projects. 	Project Size > 10 Cr. = 1, > 25 Cr. = 2, > 50 Cr. = 3		
<ul style="list-style-type: none"> Recency of the Projects. 	Project start in last 3 years = 1, Before 3 Years = 0		
<ul style="list-style-type: none"> Whether the project is completed. 	Completed = 1, Incomplete = 0		
Previous project experience related to Networking for multisite, geographically spread project locations		5	
<ul style="list-style-type: none"> Profile (scope and duration) of the projects 	Project Size > 10 Cr. = 1, > 25 Cr. = 2, > 50 Cr. = 3		
<ul style="list-style-type: none"> Recency of the Projects. 	Project start in last 3 years = 1, Before 3 Years = 0		
<ul style="list-style-type: none"> Whether the project is completed 	Completed = 1, Incomplete = 0		
Previous project experience related to Setting up of Infrastructure (Server and Storage) for a Data Centre and Disaster Recovery Centre.		5	
<ul style="list-style-type: none"> Profile (scope and duration) of the projects 	Project Size > 2 Cr. = 1, > 4 Cr. = 2, > 6 Cr.= 3		
<ul style="list-style-type: none"> Recency of the Projects 	Project start in last 3 years = 1, Before 3 Years = 0		
<ul style="list-style-type: none"> Whether the project is completed 	Completed = 1, Incomplete = 0		
Previous project experience in Data Migration/ Data Digitization		5	
<ul style="list-style-type: none"> Profile (scope and duration) of the projects 	Project Size > 2 Cr. = 3, < 2 Cr. = 0		
<ul style="list-style-type: none"> Recency of the Projects 	Project start in last 3 years = 1, Before 3 Years = 0		

	<ul style="list-style-type: none"> Whether the project is completed 	Completed = 1, Incomplete = 0		
	Previous project experience in implementing Capacity Building / Change Management		5	
	<ul style="list-style-type: none"> Profile (scope and duration) of the projects 	Project Size > 2 Cr. = 1, > 4 Cr. = 1.5, > 6 Cr. = 3		
	<ul style="list-style-type: none"> Recency of the Projects 	Project start in last 3 years = 1, Before 3 Years = 0		
	<ul style="list-style-type: none"> Whether the project is completed 	Completed = 1, Incomplete = 0		
	Previous project experience in Operations and Maintenance of the project	> 2 Yrs. = 1, > 3 Yrs. = 2, > 4 Yrs. = 3 > 5 Yrs. = 5	5	
2	Detailed Methodology		15	10
	Methodology for Data Migration/Data Digitization	Basic Project structure, feasibility and risk analysis. = 2	5	
		Management / Technical approaches = 1		
		Implementation Management, Quality assurance and estimates of efforts = 2		
	Methodology for Change Management and Capacity Building	Basic Project structure, feasibility and risk analysis. = 2	5	
		Management / Technical approaches = 1		
		Implementation Management, Quality assurance and estimates of efforts = 2		
	Methodology for Exit Management	Comprehensiveness and Completeness of the Plan = 3	5	
		Suitability of the plan to the project requirements = 2		
3	Proposed Team and Governance Structure		25	15
	Project Manager	Refer evaluation matrix given for points	2	
	Proposed team and profiles for CAS(State)- Implementation and rollout, Customization, Configuration and Integration	Refer evaluation matrix given for points	5	
	Proposed team and profiles for Capacity Building/Change management	Refer evaluation matrix given for points	3	
	Proposed team and profiles for Data Migration /Data Digitization	Refer evaluation matrix given for points	3	

	Proposed team and profiles for Infrastructure setup (Data Centre establishment)	Refer evaluation matrix given for points	3	
	Proposed team and profiles for Networking and related components	Refer evaluation matrix given for points	3	
	Proposed team and profiles for Domain Experts	Refer evaluation matrix given for points	2	
	Proposed team for Operations and Maintenance	Refer evaluation matrix given for points	3	
	Security & Risk Management	Refer evaluation matrix given for points	1	
4	Project Plan		15	10
	Comprehensiveness of the project plan and Resource planning, allocation and loading	Solution meeting the technical requirement of project = 2, Not meeting the technical requirement = 0	4	
		Proper implementation plan given using project management tool = 1, No project management tool = 0		
		Proper allocation plan for proposed deployment of manpower for timely completion of project = 1, Resource Allocation planning not given = 0		
	Activities, sequencing, dependencies among activities	Project Plan document wherein the phases for the project will be described and a Timeline will be provided for each activity. =2, No Plan submission = 0	4	
		Proposal with monthly plan for activities based on the scope of the work = 2, No Plan Submission = 0		
	Proposed Status Reporting mechanism	Reporting mechanism clearly defined as per requirement of RFP = 2, Reporting method not defined = 0	4	
		Project Monitoring Tools and Systems offered = 2, Project Monitoring Tools and Systems not offered = 0		
	Risk Management & Mitigation plan	Risk Management and Mitigation plan submitted = 3, Non submission of risk management and mitigation plan = 0	3	
5	Proposed Technical Solution		10	5

	Quality of Hardware proposed	OEMs of the proposed items are in the list of top 5 Brands of India as per IDC report published during year 2010 =2 OEM not in the IDC List = 1	4	
		Proposed Specifications are higher than the Specifications given in RFP = 2 Proposed Specifications are equivalent to the Specifications given in RFP = 1		
	Proposed Software platform	Scalability = 1, Non Scalable = 0	2	
		Security Certification = 0.5, No Security Certification = 0		
		Software Support including Patches & Updates = 0.5		
	Proposed Solution	Solution meeting the requirements = 0.5, Non compliance =0	2.5	
		Clarity on Solution offered = 0.5, No Clarity on solution = 0		
		Sequencing and Dependencies among activities = 0.5, No clear definition of activities = 0		
		Adherence to timelines given in RFP = 0.5, Non adherence of timelines = 0		
		Proposed scalability of solution = 0.5, No Scalability = 0		
	Proposed Innovative Idea / Solution Strategy to Implement	Any improvement or innovations in the proposed solution. = 1, No improvement / innovation proposed = 0	1.5	
		Coverage of diverse functions / additional information for better implementation = 0.5, No Coverage = 0		
Total			100	
Aggregate Cut-off Score				70

Matrix for the Evaluation of Team
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Team Details	Academic qualifications	Total Experience in related field	Proposed Size of Team	Maximum Marks
Criteria				
Project Manager	BE / BTech with MBA and PMP certification Compliance = 1 Non Compliance = 0	> 10 Years Exp. = 1 >= 5 Years Exp. = 0.5 < 5 Years Exp. = 0		2
Proposed team and profiles for CAS Customization, Configuration and Integration	BE / BTech / MCA with Product certification for proposed stack Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>= 20 No. = 3 >=15 No = 2 >=10 No = 1 < 10 No. = 0	5
Proposed team and profiles for Capacity Building/Change Management	MCA / MBA / MSC / BSC / BCA or equivalent Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>=20 No. = 1 < 20 No. = 0	3
Proposed team and profiles for Data Migration/Data Digitization	BE / BTech / MCA/ MSC (CS/IT) with Product certification for proposed stack Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>=10 No. = 1 < 10 No. = 0	3
Proposed team and profiles for Infrastructure setup (Data Centre establishment), including IT Security expertise, Risk management expertise	For DBA - BE / BTech / MCA with Certification on proposed database Compliance = 1 Non Compliance = 0 For System Administrator - BE / BTech / MCA with Certification on proposed OS / DC Equipments/ IT Security/ Risk management expertise Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 0.5 < 2 Years Experience = 0	>=5 No. = 0.5 < 5 No. = 0	3
Proposed team and profiles for Networking and related components	For Network Administrator – BE/ BTech/M.Sc. (IT/CS) with Certification on proposed Networking items Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>=5 No. = 1 < 5 No. = 0	3
Proposed team and profiles for	BE / BTech / MCA / MBA /BA/BSC or equivalent	>= 10 Years Experience = 0.5 < 2 Years Experience	>=3 No. = 1 < 3 No. = 0	2

Domain Experts	Compliance = 0.5 Non Compliance = 0	= 0		
Proposed team for Operations and Maintenance	BE (CS) / MCA / M.Sc. (IT/CS) or equivalent Compliance = 1 Non Compliance = 0	>= 2 Years Experience = 1 < 2 Years Experience = 0	>= 12 No. = 1 < 12 No. = 0	3
Proposed team for Security & Risk Management	BE (CS) / MCA / M.Sc. (IT/CS) or equivalent Compliance = 0.25 Non Compliance = 0	>= 2 Years Experience = 0.25 < 2 Years Experience = 0	>= 5 No. = 0.5 < 5 No. = 0	1

4.5.2. Technical Proposal:

1. All the mandatory undertakings.
2. The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP Volume I. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to the proposal.
3. Previous Project Experience for all the criterion in the technical evaluation matrix in the format provided in the RFP.
4. Proposed Methodology for Data Migration, Change Management / Capacity Building, and Exit Management.
5. The Technical Proposal should address the following:
 - Overview of the proposed solution that meets the requirements specified in the RFP.
 - Overall proposed Solution, technology, and deployment architecture.
 - Security architecture.
 - Integration 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).
 - Training and Communication Strategy for key stakeholders of the project.
 - Key Deliverables (along with example deliverables, where possible).
 - Project Management, reporting and review methodology.
 - Strategy for conducting Operations & Maintenance.
 - Risk Management approach and plan.
 - Certification from the OEM's on the Infrastructure proposed by bidder.
 - Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria.
6. Bidder must provide the team structure and the resumes of key profiles within each team such as manager(s), technical experts, domain experts, etc responsible for the management of this project in the format provided in the RFP.
 7. Comprehensive Project Plan Along with Manpower deployment plan and resources to be dedicated to the project.
 8. The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project.
 9. Kerala Police is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.
 10. Bidder must provide the following information:
 - Resumes of key profiles such as managers, technical experts, domain experts, etc responsible for the management of this project.

4.6. 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 minimum of 12 months for the Implementation Phase followed by five years for Operations and Maintenance Services), the DCF method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest bidder.
3. The Kerala 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 selected.
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 State / UT Governments. These rates are notified by Budget Division of Ministry of Finance annually. The latest one is Ministry of Finance OM No F5(3) PD/2008 dated 30 October 2008 (as per which the borrowing rate is 9%). Kerala 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:**

$$NPV = C_0 + C_1/(1+r)^1 + C_2/(1+r)^2 + C_3/(1+r)^3 + C_4/(1+r)^4 + C_5/(1+r)^5 + \dots + C_n/(1+r)^n$$
 Where,
 - i. $C_0 \dots C_n$ are the yearly cash flows as illustrated below
 - ii. C_0 is the Sum of the below components
 1. Sub-total for Services Provided during Implementation Phase (Sum of items 1 – 7, refer to Pricing Summary Sheet)

2. Blended Person Month Cost for 300 Person Months
(refer to Pricing Summary Sheet)

- iii. C1 is Cost of Operations and Maintenance Services for the 1st year after "Go-Live"
- iv. C2 is Cost of Operations and Maintenance Services for the 2nd year after "Go-Live"
- v. C3 is Cost of Operations and Maintenance Services for the 3rd year after "Go-Live"
- vi. C4 is Cost of Operations and Maintenance Services for the 4th year after "Go-Live"
- vii. C5 is Cost of Operations and Maintenance Services for the 5th 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:

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

Where

- a) B_n = Overall score of bidder under consideration (calculated up to two decimal points)
- b) T_n = Technical score for the bidder under consideration
- c) C_b = NPV (as calculated above) for the bidder under consideration
- d) C_{min} = Lowest NPV (as calculated above) among the financial proposals under consideration

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

5. AWARD OF CONTRACT

5.1. Award Criteria:

Kerala 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.

5.2. Kerala Police’s Right to Accept Any Proposal and To Reject Any or All Proposals:

Kerala 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 Kerala Police's action.

5.3. Notification of Award:

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

5.4. Contract Finalization and Award:

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

5.5. Signing of Contract:

At the same time as Kerala Police notifies the successful bidder that its proposal has been accepted, Kerala Police shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between Kerala Police and the successful bidder. The Draft of agreement is provided in RFP Volume III. Which is to be executed on non judicial stamp paper.

Kerala 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.

5.6. 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 Kerala Police may award the contract to the next best value bidder as per section 3.4 in this RFP or call for new proposals or invoke the PBG / EMD.

6. PAYMENT TERMS AND SCHEDULE

6.1. Advance Bank Guarantee:

An advance Bank guarantee equalling to **10%** of value of the contract would be furnished by the bidder in the form of a Bank Guarantee for mobilization advance payment as per the format provided in this RFP from an India Public Sector Banks or Private sector Banks authorized by the Government to conduct Government transaction. Details of the bank are to be furnished in the commercial offer. The Advance Bank Guarantee should be furnished at the time of signing of the contract and should be valid for entire term of the contract.

6.2. Performance Bank Guarantee:

- A performance bank guarantee of 10% of value of the contract would be furnished by the bidder in the form of a DD / Bank Guarantee as per the format provided in this RFP from an India Public Sector Banks or Private sector Banks authorized by the Government to conduct Government transaction. Details of the bank are to be furnished in the commercial offer.
- The performance security should be furnished within 15 calendar days from the signing of the contract and should be valid for entire term of the contract.
- Kerala Police may forfeit the performance security for any failure on part of Bidder to complete its obligations under the Agreement.
- The performance security 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 Kerala Police.
- 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.

6.3. Liquidated Damages:

In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents and supply the solution / equipment as per schedule specified in this RFP, Kerala Police may at its discretion withhold any payment until the completion of the contract. Kerala Police may also deduct from the Bidder, 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 delivery and services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Kerala Police under the contract and law.

6.4. Payment Schedules and Milestones:

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

The payment schedule and milestones are divided into two phases:

- Implementation Phase
- Operations and Maintenance Phase

6.5. Milestones and Payment Schedules for Implementation Phase:

Sl. No.	Payment Milestones for the Implementation phase	% Payment
1	Advance against Bank Guarantee	10%
2	Pre – Go Live Readiness – Phase I Districts (Limited to 2 Police Districts /At least 50 Police Stations in 3 districts and its Higher Offices)	10%
3	Go-Live in the Phase I Districts (Limited to 2 Police Districts / At least 50 Police Stations in 3 districts and its Higher Offices)	10%
4	Pre – Go Live Readiness in the Phase II Districts	10%
5	Go-Live in the Phase II Districts	10%
6	Pre – Go Live Readiness in the Phase III implementation	10%
7	Go-Live in the Phase III implementation	10%
8	Go-Live in all the remaining 10% of Police Stations / Higher Offices	5%
9	Go-Live in all the remaining Police Stations / Higher Offices	5%
10	Successful integration with CAS (Center) and successful transfer of the data for three months in succession	20%

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

1. Pre – Go Live Readiness of Districts under Phase requires Completion and Acceptance of the following activities in at least 50% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase
 - Data Migration / Digitization
 - Capacity Building Program covering the targeted personnel
 - Change Management Initiatives covering the targeted personnel
 - Site Preparation
 - Delivery and Commissioning of Client Side Infrastructure
 - Networking
2. Go-Live in the Phase requires Completion and Acceptance of the following activities in at least 85% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase

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

6.6. Milestones and payment Schedules for Operations and Maintenance Phase:

The operations and maintenance phase is for a period of five years. post Go-Live in the last district. The lump-sum cost quoted for the Operations and Maintenance Phase will be divided into 10 equated installments and made as 10 equal payments upon satisfactorily adhering to the SLAs. The payments during the Operations and Maintenance Phase will be made at the end of every six months after the delivery of the services upon satisfactorily adhering to the SLAs defined in the volume III of this RFP. The successful bidder will be required to submit a compliance report at the end of every month and a consolidated compliance report at the end of 6 months based on which these payments would be made.

Note:

- The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA section of Vol. III of this RFP.
- All the hardware proposed under this project should be along with a **Warranty / AMC for 5 years post Successful Go-Live of the project.**
- The successful bidder will also be responsible to maintain the AMC for the existing hardware that bidder will use during the implementation of this project.
- The payment against the hardware will be made on the basis of the actual quantity of the items procured. Kerala Police will have the right for reduction / addition in the quantity proposed. **Any payments will be done on the basis of the unit rates quoted by the bidder in the Commercial bid.**
- The cost for the manpower will also be done on the actual basis i.e. category of the manpower deployed and the period of deployment.
- For the payment purposes, price reduction shall be applied on pro rata basis on all head, sub heads, and items of the commercial bid.
- Any fluctuation in prices due to inflation, tax regulations, will be borne by the bidder and not be passed on to Kerala Police.

- Whenever the penalty is levied on System Integrator for failing to meet the required SLA, the half yearly instalment shall be paid and the penalty (if any) will be adjusted in the subsequent half yearly instalment (s).
- Any delay on account of Kerala Police officials (and not attributable to the SI) shall not be taken into account while computing adherence to service levels for the SI. While Kerala Police will ensure that any Sign off / Comments are provided within a period of 15 working days from the submission of deliverables by the SI.
- Any monetary figure in decimal shall be rounded off to the nearest INR.
- The successful bidder should ensure various crisis management solutions.
- The successful bidder should ensure various security aspects.
- Service tax should not apply for Hardware items.

7. FORMATS FOR RESPONSE – PRE-QUALIFICATION BID

7.1. 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 the Kerala or alternatively an undertaking that the same would be established within two months of signing the contract.

2. Part II – Relevant IT Project Experience

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

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

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

5. Part V – Proof of Certification

Assessment and Certification of the required certification ISO 9001 and CMMi level 3 or above.

7.2. 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	

7.3. Financial Strength Details

Financial Information			
	2007-2008	2008-2009	2009-2010
Revenue (in INR Crores)			
Profit Before Tax (in INR Crores)			
Other Relevant Information			

Mandatory Supporting Documents:

- a) Auditor Certified financial statements for the Last three financial years;
(Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)

7.4. Financial Strength Details – IT Services**Financial Information**

	2007-2008	2008-2009	2009-2010
Revenue (in INR Crores)			
Profit Before Tax (in INR Crores)			

Other Relevant Information

Mandatory Supporting Documents:

- a) Auditor Certified financial statements for the Last three financial years; (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet. IT Service revenue shall be from IT Infrastructure procurement and commissioning, IT Application Customization, Integration with legacy systems, Deployment and Maintenance)

7.5. Project Experience**Relevant IT project experience****(provide no more than 5 projects in the last 5 years)****General Information**

Name of the project	
Client for which the project was executed	
Name and contact details of the client	

Project Details

Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	

Other Details

Total cost of the project	
---------------------------	--

Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Mandatory Supporting Documents: a) Letter from the client to indicate the successful completion of the projects b) Copy of Work Order	
Project Capability Demonstration	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria). These capabilities may be spread over the five projects (which are part of minimum qualification criteria) and not essentially in this project alone.	

7.6. Relevant e-Governance Project Experience

Relevant e-Governance Project Experience (provide no more than 3 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Place (town, state) where the project was executed (deployment, operations and	

maintenance)	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
<p>Mandatory Supporting Documents:</p> <ul style="list-style-type: none"> 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. d) Copy of Work Order 	
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 are part of minimum qualification criteria)</p> <p>Following are the capabilities essential for the project. These capabilities may be spread over the 2 projects (which are part of minimum qualification criteria) and not essentially in this project alone. However, demonstration of these capabilities is compulsory. Respondents are required to provide information substantiating their qualification related to the any/ all of the capabilities. The capabilities are:</p> <ol style="list-style-type: none"> 1. Online Portal Applications using SOA/Web Services with Service Orchestration – Software Architecture, Design, Development, and Maintenance: <ul style="list-style-type: none"> a. Should have demonstrated this in multiple large-scale projects b. Should have implemented in situations requiring high availability, security and scalability c. Should have demonstrated capabilities to meet and exceed performance levels and service Levels. 2. System Integration: <ul style="list-style-type: none"> a. Should have demonstrated ability to deliver turnkey projects successfully from design through deployment b. Should have a demonstrated ability to integrate with legacy systems as well as other new software systems c. Should have demonstrated experience in installation, commissioning and provisioning of hardware, software, network in Data Centre environments 3. Project and Program Management: 	

- a. Should have extensive experience in large scale project and program management
- b. Should have experience handling multiple stakeholders and locations
- c. Should have extensive experience in implementing and supporting projects for users in multiple locations.

4. Financial Strength:

- a. Should have financial capability to mobilize resources for large multi-year e-governance projects

5. Capacity Building and Change Management, Awareness and Promotion:

- a. Should have demonstrated capability in conducting capacity building and change management programs for government stakeholders
- b. Should have demonstrated capability in conducting promotion and awareness campaigns for user communities

7.7. Relevant Software Services Project Experience

Relevant IT Project Experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Respondent	
Duration of the project (no. of months, start Date, completion date, current status)	
Other Relevant Information	

Mandatory Supporting Documents:

- a) Letter from the client to indicate the successful completion of the projects
- b) Copy of Work order

Project Capability Demonstration

Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which are part of minimum qualification criteria)

8. FORMATS FOR RESPONSE – TECHNICAL BID**8.1. Format for Previous Project Experience**

Relevant Project Experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client with Phone No.	
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
- b) Work Order

Project Capability Demonstration

Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.

8.2. Solution Information

List of solution	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new Development)	Version and Year of Release	OEM	Features and Functionalities	O&M Support (Warranty/ATS as required)	Reference in the submitted Proposal
CAS (State) Solution						
Web server						
Application Server						
Database Management System						
Operating System						
Others						
Reporting Engine						
Email/Messaging						
Search Engine						
Portal Server						
Workflow Engine						
Rules Engine						
Directory Services						
DMS/CMS						
Security						
Identity Management						

Audit						
ETL						
Any Other Proposed						
CAS(State) Offline Solution						
Synchronization Solution						
Application Container						
Database Management System						
Others						
Operating System (In case the suggested solution will need a particular kind of O/S on the client machine)						
Any Other Proposed						
Technical Environment						
Project Management Information System (PMIS)				Please provide the list of services offered as part of the PMIS solution		
Configuration Management						
Issue Tracker						
Any Other Proposed						
Infrastructure Services (at DC/DR)						
EMS						
Load Balancers						
Backup Software						
Helpdesk						
Antivirus						
SAN Management						

Software						
Any Other Proposed						

Note: The SI will ensure that all the licenses of proposed application / system software etc. procured for this project are procured in the name of Kerala Police and shall be unrestricted user enterprise edition perpetual licenses.

8.3. Bill of Material – Software Solution

The below list is indicative only

Solution list	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data Center-Production)	Number of Licenses (DR Site)
CAS (State) Solution							
Web server							
Application Server							
Database Server							
Antivirus & Mail Server							
Directory Access Server							
Server Load Balancer							
Operating System							
Others							
Reporting Engine							
Email/Messaging							
Search Engine							
Portal Server							
Workflow Engine							
Rules Engine							
Directory Services							
DMS/CMS							
Security							
Identity Management							
Audit							

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

Backup Software							
Helpdesk							
Antivirus							
SAN Management Software							
Any Other Proposed							

Note: The SI will ensure that all the licenses of proposed application / system software etc. procured for this project are procured in the name of Kerala Police and shall be unrestricted user enterprise edition perpetual licenses.

8.4. Bill of Material – Infrastructure

Technical Bill of Materials – H/W														
Reference of the server/storage information in the Submitted Proposal (Please provide page number/section number/volume)	Services proposed to be hosted on the Server	Quantity	Make and Model	Year Of Introduction	Operating System along with version (if applicable)	Processor and Number of Cores Offered (if applicable)	Architecture (RISC /EPIC /CISC) (if applicable)	RAM (if applicable)	HDD (if applicable)	LAN Ports (if applicable)	HBA (if applicable)	Additional Information as required to indicate the compliance to the requirements in the RFP(ex, Capacity, Disk Space)	Compliance Matrix Provided as per the Format given in the RFP (Yes/No)In case The matrix is Not provided, please provide the same	Data Sheets Provided in the Proposal (Yes/No) In case the data sheets are not provided, please provide the same
Data Centre														
Production CAS (State) Application Services Related Servers (Web, Application, Database, Mail,														

Directory Access)																
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																
Disaster Recovery																
Production CAS (State) Application Services Related Servers (Web, Portal, Application, Database, Mail, 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															

8.5. Indicative Hardware Requirements

Hardware Requirements	
Police Stations - 482 in number (258 non CIPA PS + 44 phase I CIPA PS + 180 phase II & III CIPA PS), Circle Offices – 203, Sub-division Offices – 62, DCRBs & CBCID – 16, Commissionerates – 5, Range/Zone & SCRB – 7, PHQ – 1, Jails – 59, Forensic Labs - 3, Fingerprint Bureau – 20, PCR - 20	Indicative Quantity # (units)
Desktops at Police Stations, Higher Offices & Other Offices (Jails etc)	
Desktop with pre-loaded OS	1904
High End PC with pre-loaded OS	796
Other Hardware	
HDD 160GB or higher	482
Multi-Function Laser (Print/Scan/Copy)	909
SNMP based 2 KVA online UPS for 120min backup	661
2KVA Generator Set	482
3KVA Generator Set (optional)	482
16-Port Switch	624
Fingerprint Reader	482
Live scan finger print device (optional)	482
Digital Camera	482
Electronic Pen	482
Duplex Laser Printer (Black/ White)	302
600 VA UPS with 20Min backup	82
Office productivity software Enterprise edition perpetual licenses – latest version	1794
Antivirus Software license	2700
Hardware for SDC and DR	
Servers	16
Server Load Balancer	4
SAN Storage with Management Software	2
SAN Switch	4
Tape Media	14
KVM Switches	2
1U LCD Console Drawer	2
RDBMS Licenses (full use and perpetual licenses for 2 Database servers)	Number to be proposed based on the technology stack adopted
CAL License of Enterprise Management System (EMS) for Police Department equipments considering the expansion of at least 20-25% in near future.	Total number of network based component as per model(Desktop or Virtualization model)
Server Operating Systems	
Router using separate IP scheme to terminate aggregated bandwidth from SWAN and VPN over broadband network.	
24 Port L3 Switch to connect the IT Infrastructure of Kerala Police inside the SDC Workstations with allied furniture.	
Creation of LAN (structured cabling with creation of LAN	No. of Locations

nodes, laying CAT-6 UTP cables, patch panels, cable crimping, installing RJ-45, etc.)	
Police Stations (approx. no. of nodes 5 per location)	258
Circle & Sub-Division Offices (approx. no. of nodes 4 per location)	265
District Head Offices and CBCID (approx. no. of nodes 12 per location)	16
Commissionerates (approx. no. of nodes 27 per location)	5
Range Headquarters, Zone & SCRB (approx. no. of nodes 5 per location)	7
Police Headquarters (approx. no. of nodes 53 per location)	1

Note:

- These are only indicative numbers of material desired for the implementation of this project. Department reserves the right to increase or decrease the quantity of material at any time during the currency of the project to any extent and department shall make payments for each component on actual number provided by SI.
- SI shall be responsible for proposing other hardware/ software components as part of their Bill of Material for the successful implementation of this project.

8.6. Team Profile

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	

<p>Past assignment details (For each assignment provide details Regarding name of organizations worked for, designation, Responsibilities, tenure)</p> <p>Prior Professional Experience covering:</p> <ul style="list-style-type: none">• Organizations worked for in the past<ul style="list-style-type: none">Organization nameDuration and dates of entry and exitDesignationLocation(s)Key responsibilities• Prior project experience<ul style="list-style-type: none">o Project nameo Cliento Key project features in briefo Location of the projecto Designationo Roleo Responsibilities and activitieso Duration of the project <p>Please provide only relevant projects.</p>	
Proficient in languages (Against each language listed indicate if read/write/both)	

9. FORMATS FOR BID RESPONSE – COMMERCIAL BID

9.1. Commercial Proposal Cover Letter

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB),

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Dear Sir,

Ref: RFP for Selection of System Integrator for the Implementation of CCTNS in Kerala 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 Kerala 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 Kerala 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 Kerala 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 Kerala Police is true, accurate, and complete. This proposal includes to ensure that the statements therein do not in whole or in part mislead Kerala Police as to any material fact.

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

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

Dated this Day of 2011

(Signature) (In the capacity of)

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

(Name and Address of Company) Seal/Stamp of SI

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

9.2. Form 1 – Pricing Summary

S. No.	Description	Total Price (INR)	Taxes And Other Duties	Total Amount (INR)	Total Amount In Words
Services Provided During Implementation Phase					
1.	Systems Study and Configuration Customization and Extension (New Modules) of CAS (State) and Integration with CAS (Centre) and External Agencies and Support to 3rd party acceptance testing, audit and certification				
2.	Site preparation at the Client site locations (police stations, circle offices, Commissionerates Range offices, Zones, SCRB, SDPOs, District HQ and State HQ), and Data Centre.				
3.	IT Infrastructure at the Client site locations (police stations, circle offices, Commissionerates, Range offices, Zones, SCRB, SDPOs, District HQ and State HQ).				
4.	Network Infrastructure for Police Stations / Higher Offices				
5.	IT infrastructure at the Data Centre and Disaster Recovery Centre including the necessary hardware, software and other networking components.				
6.	Data migration and Digitization of Historical Data				
7.	Change Management, Capacity Building, and Handholding Support				
A	Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 7):				
Services Provided During Post Implementation Phase					
1.	Operations and Maintenance Services for the 1st year after "Go-Live"				
2.	Operations and Maintenance Services for the 2 nd year after "Go-Live"				
3.	Operations and Maintenance Services for the 3 rd year after "Go-Live"				
4.	Operations and Maintenance Services for the 4 th year after "Go-Live"				
5.	Operations and Maintenance Services for the 5 th year after "Go-Live"				
B	Sub-total for Services Provided During Post Implementation Phase (Sum of items 1– 5):				
C	Blended Person Month Cost for 300 Person Months				
	Grand Total for Consideration of L1 (A				

	+ B + C)				
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9.3. Form 2: Detailed Component-Wise Pricing

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
A. Hardware Related Costs with the AMC for the period of 5 years from the Go-Live of the project					
1.	Infrastructure / Hardware	Desktops	1904		
		High End PC	796		
		Duplex Printers	302		
		Multi Function Laser printer	909		
		HDD 160GB or Higher	482		
		SNMP based 2KVA online UPS for 120min backup	661		
		2kVA Generator Set	482		
		3kVA Generator Set (Optional)	482		
		600VA UPS	82		
		Finger Print Reader	482		
		Live Scan Finger Print Reader (Optional)	482		
		Digital Camera	482		
		Electronic Pen	482		
		16 Port Switch	624		
		Antivirus software	2700		
		Office Suit	1794		
	AMC for Hardware of CIPA Phase 2 & Phase 3	Desktops	720		
		Printers(MFP)	180		
		UPS	180		
		16 Port Switch	180		
2.	Infrastructure (Furniture for Site Preparation)	Chair	2190		
		L type Computer Table	774		
		Computer Table	1416		
		Computer Table (small)	1000		
		Storage Cabinet	539		
		Printer Table	523		
		Others			
Total A:					
B. Networking (LAN) Related Costs					
1.	Network Related	Routers (optional)	29		

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
	Infrastructure	Switch-cum Routers (optional)	849		
		Wall mountable Network Rack 9U	779		
		Patch Panel 12 Ports CAT 6	779		
		Information Outlet CAT 6	2765		
		Patch Cords 3 Ft. CAT 6	3885		
		Patch Cords 7 Ft. CAT 6	3139		
		Structured Cabling (CAT 6)	60300Mtr.		
2.	Network Testing / Bandwidth/ Miscellaneous Charges	MPLS-VPN(512 Kbps)	80 locations		
		VPNoBB(256Kbps)	798 locations		
		SWAN(1 Mbps)	Requires for 878 locations.		
Total B					
C . Application Development & Database Creation Cost					
S. No.	Category	Name of the module	No of licenses (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
1.	CCTNS application: Total cost of Customization, integration, development and deployment of the CCTNS solution as per requirements mentioned in the RFP	Name of the Module of CAS (State)	Man Months (a)	Man Month Rates (b)	Total Cost (=a*b)
		Module 1			
				
		Module n			
2.	Annual Maintenance Charges for complete CCTNS Application			5	
3.	Others				
Total C:					
D. Operations and Maintenance Costs (Half yearly Expenses for 5 years of contract after "Go-Live") as detailed in RFP Volume 1					

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
1.	Application Maintenance & Operational Expense including up gradation, deployment of patches, fixes etc				
2.	Infrastructure Maintenance Expense (Helpdesk, deployed hardware & network infrastructure etc.)				
3.	...				
4.	Others				
Total D:					
E: Support Manpower					
1.	Programmer				
2.	System Analyst				
3.	System Administrator				
4.	Database Administrator				
5.	Data Entry Operator				
6.	... Trainer				
7.	Any Other				
F. Data Digitization					
1.	Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)	Cost of FIR (Form1 -7)	2128067		
2.	Cost of scanning of existing files for the Integrated Workflow and Document Management	1 person for 6 months (6)			

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
	System				
Total F:					
G. Data Cleansing & Data Migration					
1.	Cost of Data Cleansing and Migrating Data from existing system to new system	Cost of FIR (Form1 -7)	112004		
2	Testing of migrated data				
				
	Others				
Total G:					
H. Training					
	Training Cost Per Person for				
1.	Awareness and sensitization of benefits of IT	Trainees	852		
2.	Role based training for application user	Trainees	21440		
3.	Trainers Training	Trainees	121		
4.	System Administration and support Training	Trainees	1397		
Total H:					
I. Data Centre and DR Centre Related Costs with the AMC for the period of 5 years from the Go-Live of the project:					
1	Deployment of requisite infrastructure for Data centre	Database Servers	4		
2		Application Server	4		
3		Web Server	3		
4		Antivirus and Mail Server	3		
5		Directory Access Server	2		
6		Server Load Balancer	4		
7		SAN Storage	2		
8		SAN Switch	4		
9		KVM Analog Switch	2		

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
10		1U LCD Console Drawer	2		
11		Fibre Channel Connectors	24		
12		Tape Media	14		
13		Server OS license	16		
14		Database license	2		
15		Anti-virus license	16		
16		Mail Server Security Licence	2		
17		Installation & testing charges			
Total I:					
J: O&M of Data Centre					
1	All the O&M cost for managing the data centre services	Site preparation			
2		Manpower			
3		Electricity charges			
4		Maintenance of the H/w & system software			
5		Maintenance & Updation of Antivirus			
6		Physical Security			
7		Others			
Total J:					
K: Handholding Support (for 6 Months)					
	Handholding Support at Police Stations		482 locations		
Total K:					

Note: Quantity of items may change according to site requirement/ availability of fund.

10. ANNEXURE – OTHER FORMATS

Bidder shall separately submit these undertakings and declaration.

10.1. 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, Kerala 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:

10.2. Format for Performance Bank Guarantee

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Dear Sir,

PERFORMANCE BANK GUARANTEE – For the Selection of System Integrator for Implementing, Commissioning and Maintaining CCTNS project in Kerala Police

WHEREAS

M/s. (name of Bidder/Tenderer), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after referred to as "Contract") with you as **System Integrator for Implementing, Commissioning and Maintaining CCTNS project in Kerala Police**, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder/Tenderer) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the contract value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

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

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

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the contract value (in words and figures) without any demur.

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

This Performance Bank Guarantee shall continue and hold good till the completion of the contract period (a minimum of 6 years from the date of signing of contract), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of Contract period.

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

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against Kerala Police; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the contract value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

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

/ have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the contract value. This Performance Bank Guarantee shall be valid only for the complete duration (at least 6 years) of the project from the Date of Signing of Contract; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before the completion of project.

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

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

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

Dated this day 2011.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

10.3. Format for submission of Queries for Clarification

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

The Nodal Officer (IGP SCRB)			
CCTNS Project- Kerala			
State Crime Records Bureau			
Pattom, Trivandrum 695004			
cctns@keralapolice.gov.in			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S. No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required

10.4. Earnest Money Deposit (For Bank Guarantee)

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

2. In the event of the System Integrator withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the Guarantee deposited by the System Integrator stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

3. No interest shall be payable by the Government to the System Integrator on the guarantee for the period of its currency.

Dated this _____ day of _____ 2011

For the Bank of _____
(Agent/Manager)

10.5. Bid Cover Letter

[Cover Letter]

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Dear Sir,

Ref: **RFP for Selection of System Integrator for Implementation of CCTNS in Kerala 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 Kerala 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 – 10.2. Other Formats 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.

10.6. Undertaking on Patent Rights

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala 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 art thereof to Kerala Police and persons authorized by Kerala 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 Kerala Police of any legal action.

Yours faithfully,

Authorized Signatory

Designation

10.7. Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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

Yours faithfully,

Authorised Signatory

Designation

10.8. Non-Malicious Code Certificate

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala 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

10.9. Undertaking on Pricing of Items of Technical Response

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Sub: Undertaking on Clarifications sent to Kerala 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

10.10. Undertaking on Functional Requirement Specifications

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Sub: Undertaking on Functional Requirement Specifications

Sir,

1. I/We as System Integrator do hereby undertake to adhere to all the functional and non – functional requirement specifications defined for Kerala Police for implementing CCTNS solution.

2. We acknowledge that the functional and non-functional requirements as stated in Volume – I of the RFP is indicative and that the complete range of functionalities 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 all the functionalities identified during the systems study phase as required by Kerala Police as part of this CCTNS Project.

Yours faithfully,

Authorized Signatory

Designation

10.11. Undertaking on Offline Functionality

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala 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 Kerala Police to be part of CCTNS Project.

Yours faithfully,

Authorized Signatory

Designation

10.12. Undertaking on Provision for Required Storage Capacity

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Centre meets the minimum RFP requirements in terms of a minimum usable capacity of XX TB (with XX TB on FC and XX TB on SATA or equivalent drives with storage array (FC) configured on Raid XX configuration) on the day of commissioning the infrastructure. The same will be applicable to the Disaster Recovery Site also.

2. I/We as System Integrator do hereby undertake that the proposed storage at the Data Centre and Disaster Recovery Site as per our sizing will be sufficient to meet the RFP requirements in terms of storing the case information for xxx police stations with an average of xx cases per month per police station for the historical data of 10 years and future data xx cases per month per police station of next 5 years.

3. Any augmentation of the storage up to XX TB to meet the above said requirements (case information for XXX 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 XX MB per case file) will be carried out at no additional cost to Kerala Police.

Yours faithfully,

Authorized Signatory

Designation

10.13. Undertaking on Compliance and Sizing of Infrastructure

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala Police in it's RFP document and in accordance with the Service Level requirements and minimum specifications provided for Software licenses, Servers, SAN Storage, SAN Switch, Tape Library, Enterprise Management System, Anti Virus, Backup Software and assure Kerala 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 Kerala Police will be carried out at no additional cost to Kerala Police.

Yours faithfully,

Authorized Signatory

Designation

10.14. Undertaking on Provision of Support for Software

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 6 of Volume I, (Scope Services) of RFP) by OEM/OSV/IV for all the primary components (Web Server, Application Server, Database and Operating System) of the Core Application Software for both State and Centre during the duration of the contract period.

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

Yours faithfully,

Authorized Signatory

Designation

10.15. Undertaking on Service Level Compliance

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala Police.

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

Yours faithfully,

Authorized Signatory

Designation

10.16. Undertaking on Deliverables

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala 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 Kerala Police and other key stakeholders (identified by Kerala Police), and also take the responsibility to provided clarifications as requested by Kerala Police.

3. We also understand that the acceptance, approval and sign-off of the deliverables by Kerala Police will be done on the advice of State Mission Team/ 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 Kerala Police.

Yours faithfully,

Authorized Signatory

Designation

10.17. Undertaking on Training the Users

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Sub: Undertaking on Training the Users

Sir,

1. I/We hereby undertakes to train users as per Kerala 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

10.18. Undertaking on Support to Certification

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 an agency (to be identified by Kerala Police) before the system is commissioned.
2. I/We understand that the certification expenses will be borne by the Kerala 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

10.19. Undertaking on Exit Management and Transition

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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

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

i. Capacity Building at Kerala Police

a. We undertake to design team/organization structure at Kerala Police to manage the system

b. We undertake to carry out an analysis of the skill set requirement at Kerala Police to manage system and carry out the training & knowledge transfer required at Kerala Police to manage system

ii. Transition of project artefacts and assets

a. We undertake to complete the updating of all project documents and other artefacts and handover the same to Kerala Police before transition

b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train Kerala 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 Kerala Police.

Yours faithfully,

Authorized Signatory

Designation

10.20. Undertaking on Continuous Improvement

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Sub: Undertaking on Continuous Improvement

Sir,

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

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

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

Yours faithfully,

Authorized Signatory

Designation

10.21. Undertaking on Personnel

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 including persons knowing local language 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 Kerala 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 Kerala Police. Kerala 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 Kerala Police has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of Kerala 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

10.22. Undertaking on Provision of Work Environment at the State

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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

Sir,

1. I/We as System Integrator do hereby understand that the onsite team of Software Development Agency operating out of Kerala 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

10.23. Undertaking on Changes to the Contract Clauses

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala Police to consider those suggestions.

Yours faithfully,

Authorized Signatory

Designation

10.24. Undertaking from OEM on Authorization of use of their OEM products

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

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 Kerala 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

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

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

Yours faithfully,

Authorised Signatory

Designation

OEM's company name

CC: SI's corporate name

10.25. Undertaking on Agreement to Change in Quantity of Hardware/ Software

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Sub: Undertaking on Agreement to change in quantity

Sir,

I/We as System Integrator do hereby acknowledge that we understand and accept this condition of changes/ modification to the indicative bill of material provided as part of this RFP and other associated terms and conditions, including payments to be made to us on actual quantity, is henceforth submitted in our proposal as per the RFP.

Yours faithfully,

Authorized Signatory

Designation

10.26. Undertaking on Integrity Pact as per CVC guidelines

(Company letterhead)

[Date]

To,

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

Sub: Undertaking on Integrity Pact

Sir,

I/We as System Integrator do hereby acknowledge that we understand and do accept all the terms and conditions of the attached Integrity Pact under the CVC guidelines, and the same is hereby submitted in our proposal as per the terms and conditions of RFP.

Yours faithfully,

Authorized Signatory

Designation

10.27. Integrity Pact

The Integrity Pact

The Integrity Pact is a tool developed in the 1990's by Transparency International to help governments, businesses and civil society to fight corruption in the field of public contracting. IP establishes mutual contractual rights and obligations to reduce the high cost and distortionary effects of corruption in public contracting.

The Mechanism

IP is intended to make public procurement transparent by binding both parties to ethical conduct.

It also envisages a monitoring role for civil society who is the ultimate beneficiaries of government action. IP should cover all activities related to the contract from pre-selection of bidders, bidding and contracting, implementation, completion and operation.

Terms of contract

The Public Authority commits that:

- No official will demand or accept any illicit gratification to give any of the parties an advantage at any stage of the project.
- All necessary and appropriate technical, legal and administrative information related to the contract will be made public
- None of the officials will make available confidential information to a bidder/contractor to give unfair advantage in the contract
- Declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- Officials will report to appropriate government authority about any breach/attempt to breach a commitment.

The Bidder commits that:

- They will not offer any illicit gratification to obtain unfair advantage
- They will not collude with other parties to impair transparency and fairness
- They will not accept any advantage in exchange for unprofessional behavior
- Will disclose all payments made to agents and intermediaries
- It will demonstrate existence of organization-wide code of conduct forbidding unethical practices

Penalties

For failure to implement IP, officials will be subject to penal action and bidders will face cancellation of contract, forfeiture of bond, liquidated damages and blacklisting. Action will not require criminal conviction but be based on "no-contest" after the evidence is made available or there can be no material doubts. Disputes in IP implementation would be resolved by arbitration detailed in IP.

Implementation

Monitoring is a key aspect of IP implementation. Public access of all relevant information is a necessity. It calls for a forum in which representatives of civil society can discuss the contract itself. The concept of IP includes the existence of Private Sector Inspector General (IPSIG) which will be delegated with the rights of civil society to monitor the contract; suggested bodies are government office with non involvement, TI chapter or an NGO. The monitoring and supervising procedures are to be specified and at the conclusion of the contract a certificate of corruption-free will be issued.

Observations

As a concept it is undeniably a model for transparency in public procurement. While it is an ideal, its implementation will require will on the part of both vendor and purchaser. Without effective implementation, it will remain merely as an additional part of the tender files. Propensity to seek legal intervention and an assumption that terms of contract are not particularly sacrosanct is a part of the procurement process in the country. In these circumstances, arbitration will have limited value in the event of breach of IP. Level of evidence for pointing out breach is also liable to be disputed. Therefore, its implementation will suffer. India's stand in the latest WTO round against transparency in public procurement may render this concept a non-starter.

The identification of a monitoring agency also will pose problems. TI India may not have the level of acceptability that TI has in other countries. NGOs could be hijacked by vested interests. The genesis of IP is also questionable since it has its roots in the OECD convention against bribery following which west-based MNCs have problems in participating in third world bids without indulging in bribery – IP is intended to provide a level playing field so that non-OECD country based bidders are also subject to the same limitations. However, it is certainly worth pursuing as a model for future public procurement. The Commission can initiate the need for a debate on the adoption of IP, with appropriate modifications.

10.28. Format for Self-Declaration

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

[Date]

To

The Nodal Officer (IGP SCRB)

CCTNS Project- Kerala

State Crime Records Bureau

Pattom, Trivandrum 695004

In response to the RFP No. _____ dated _____ for quoting against the RFP as an Director of M/s _____, I/We hereby declare that our Company/ Firm _____ is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding during last five financial years by **any State/Central Govt. or PSU** due to unsatisfactory performance, breach of general or specific instructions, corrupt/ fraudulent or any other unethical business practices..

Yours faithfully,

Authorized Signatory _____

Name _____

Designation _____

Company name _____