

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

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



VOLUME-II: EVALUATION AND PAYMENT TERMS

RELEASED BY:

GOVERNMENT OF SIKKIM

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Abbreviations / Acronyms

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

1 INTRODUCTION

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

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

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

2 INSTRUCTIONS TO BIDDERS

2.1 The RFP Document

The RFP document consists of three volumes:

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

2.2 General Instructions regarding the RFP

The RFP can be downloaded from the Sikkim Police Department website <http://Sikkimpolice.nic.in/> or can be collected from the Office of the ADGP, CID & Check Posts, Sikkim Police Headquarters, Gangtok, from 22nd December 2011 to 31st December 2011 (**excluding public holidays**), **between 10 am to 4pm**.

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

2.3 Pre-Bid Conference

Sikkim Police will host a Pre-Bid Conference, tentatively scheduled on 6th January 2012. The date, time and venue of the conference will be intimated to all bidders through e-mail or fax. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. Sikkim Police shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference.

2.4 Response to Bidder's Enquiries

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

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

All enquiries should be sent either through email or Fax. The Sikkim Police shall not be responsible for ensuring that bidders' enquiries have been received by them.

Sikkim Police shall provide a complete, accurate, and timely response to all questions to all the bidders. However, Sikkim Police makes no representation or warranty as to the completeness or accuracy of any

response, nor does Sikkim Police undertake to answer all the queries that have been posed by the bidders. All responses given by Sikkim Police will be distributed to all the bidders.

2.5 Supplementary Information / Corrigendum / Amendment to the RFP

- i. If Sikkim 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 Sikkim Police's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- ii. At any time prior to the deadline (or as extended by Sikkim Police) for submission of bids, Sikkim Police, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- iii. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Sikkim Police, at its discretion, may extend the deadline for the submission of bids.

2.6 Proposal Preparation Costs

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

2.7 Sikkim Police's Right to terminate the Process

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

2.8 Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of **Rupees 25,00,000 (Rs. Twenty Five lakhs)** only, in the form of a Demand Draft/ Bank Guarantee issued by the bank in favour of "**SK_COPS**" payable at Gangtok, Sikkim of any nationalized bank situated at Gangtok and valid for 180 days from the due date of the tender. Bid security in any other form will not be accepted. Format for bid security is provided in 11 Annexure –Other Formats.
- ii. Bank Guarantees are to be issued by Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. Apart from nationalized banks, at present HDFC Bank, ICICI Bank and AXIS Bank are the three private sector banks authorized by the Government.
- iii. The bid security of all unsuccessful bidders would be refunded by Sikkim Police within three months of the bidder being notified as being unsuccessful. The bid security, for the amount mentioned above, of

successful bidder would be returned upon submission of Performance Guarantee.

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

2.9 Authentication of Bids

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

2.10 Interlineations in Bids

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

2.11 Late Bids

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

2.12 Venue & Deadline for submission of proposals

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

Office of the Addl. DGP/CID & CP, (Nodal Officer, CCTNS),

Sikkim Police Headquarters,

Gangtok- 737101

Tel: 03592-203098

Last Date & Time of submission: 12 PM on 16th of January, 2011.

2.13 Check-List

S.No.	Details	Provided/ Complied (Yes/ No)	Reference (Section & Page no.)	Remarks (If any)
1.	Prequalification details			
1.1	Part I : Consortium/ bidder details 1.1 Board Resolution 1.2 Power of attorney of Authorised signatory 1.3 Details of organization 1.4 General background of responding organisation 1.5 Organization details providing certificate of incorporation and relevant portion of MOA 1.6 Auditor certified financial statements for last 3 years Address of office in Sikkim or an undertaking that the same would be established within two months of signing the contract 1.7 Relevant certification for the organization			
1.2	Part II: Relevant experience for 1.7 Past IT projects 1.8 Past e-governance projects 1.9 Past Software services experience			
	Mandatory Undertaking for full compliance to the criteria as per the format provided in section 11.23			
2.	Technical proposal in response to the RFP including the following specifics			
2.1	Past experience 2.1.1 System Integration, 2.1.2 Application development/ deployment in Police domain 2.1.3 Data Centre & Management Services 2.1.4 Training & Change Management in Government sector			
	Mandatory Undertaking for full compliance to the criteria as per the format provided on Section 11.24			
2.2	Proposed Approach & Methodology 2.2.1 Project understanding 2.2.2 Application deployment, integration and maintenance & support 2.2.3 Data Digitization and Migration 2.2.4 Training and Change Management 2.2.5 Exit Management			
2.3	Project Team & Project Governance 2.3.1 Implementation Phase details including Project Governance Structure & Escalation Mechanism Status Reporting Mechanism (with details of PMIS and			

	monitoring tools) Project Team 2.3.2 Post Implementation Phase details including Project Governance Structure & Escalation Mechanism Status Reporting Mechanism (with details of PMIS and monitoring tools) Project Team			
	Bidders should provide a mandatory undertaking as per format provided in section 11.9 for compliance in line with details provided in response to Resource evaluation Matrix			
2.4	Work Plan details including specifics for various activities, sequencing, timelines and associated deliverables			
2.5	Un priced Bill of Material as per the Format provided in RFP Volume -II			
2.6	Product Compliance			
	Enterprise Management System			
	DB/ App Server			
	Storage Solution			
	Web, Mgmt & Other Servers			
	Desktop PC			
	DG Set			
	UPS			
	Printer			
	Multi Function Laser			
	Switch			
	LAN Passive Components			
	Finger Print Reader			
	Digital Camera			
	Electronic Pen			
	Mandatory Undertaking for full compliance to the criteria as per the format provided on Section 11.26			
2.7	All mandatory undertakings as provided in section 5.2			
3	Financial proposal			
4.	Demand Draft toward Project cost & Bid			

3 BID SUBMISSION INSTRUCTIONS

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

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

3.1 Mode of Submission

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

Envelope 1: EMD	<p>The envelope containing the EMD shall be sealed and super scribed "Earnest Money Deposit – Sikkim CCTNS". This envelope should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p>
Envelope 2: Response to Pre- Qualification Requirements	<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>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 – Sikkim CCTNS" on the top right hand corner and addressed to Sikkim 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 pre-qualification proposal. The words "Response to Pre-Qualification Requirements – Sikkim 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>
Envelope 3: Technical	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume. The envelope shall be sealed and super scribed "Technical Proposal – Sikkim CCTNS" on the top right hand corner and addressed to Sikkim Police at the address specified in this volume.</p> <p>This envelope should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p>

	<p>The technical proposal should be submitted in 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 – Sikkim 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 – Sikkim CCTNS" (Not to be opened with the Technical Proposal) at the top right hand corner and addressed to Sikkim 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 to this volume of the RFP should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project ("Sikkim CCTNS: Response to the RFP for Selection of System Integrator").</p>
<p>Note:</p> <ol style="list-style-type: none"> i. The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline. ii. Sikkim 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 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. Bidder has to submit hard copies of the bids in sealed envelopes at the designated address before 12 PM on 16th January 2012 viii. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his 	

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

- ix. In exceptional circumstances, at its discretion, Sikkim 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.
- x. Bidders shall submit, along with their Bids, a cost of Tender of Rupees 10,000 (Rs. Ten Thousand) only, in the form of a Demand Draft issued by the bank in favour of "SK_COPS" payable at Gangtok, Sikkim of any nationalized bank situated at Gangtok and valid for 180 days from the due date of the tender. This amount shall not be refunded to the bidders.
- xi. The Bidder must submit the 3 Volumes of the RFP and this Corrigendum duly signed and sealed along with the Technical Bid as an acceptance of all Terms and Conditions mentioned in the RFP

3.2 Commercial Proposal

- i. The Bidder is expected to price all the items and services proposed in the Technical Proposal. Sikkim Police may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- ii. Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services provided in Vol I may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. .
- iii. The Commercial Proposal must be detailed and must cover each year of the contract term. The bidder must provide the Commercial Proposal in hardcopy only. Bidder should provide as separate annexure details of the calculations for arriving at different figures mentioned in the Pricing Summary. Effort estimate and man month rate considered for different services under this proposal should be provided under respective heads. Bidders to take note that it stands a chance to get disqualified in case details mentioned above are not provided.

iv. Corrections

- 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 Sikkim Police. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

v. Prices and Price Information

- a. The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of Sikkim Police as listed in the Volume I of this RFP. All the prices will be in Indian Rupees
- b. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- c. The price quoted in the Commercial Proposal shall be the only payment, payable by Sikkim 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 Sikkim Police and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- d. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. **A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.**
 - e. Bidder should provide all prices, quantities as per the prescribed format given in **Format for Bid Response – Commercial Bid**. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (zero) in all such fields.
 - f. It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material and the commercial bid, the technical Bill of Material remains valid
 - g. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder. If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to Sikkim Police by the Bidder. If there is any increase in taxes / duties due to any reason whatsoever, after Notification of Award, Sikkim Police shall pay additional amount to the Bidder subject to production of relevant documentation. For this purpose, the Bidder should clearly specify the all taxes and duties etc. levied or imposed on the Bidder under the Contract (including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax, Environment Tax/ any local tax of Sikkim and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof upto the date for submission of final price bid) in the Commercial Bid
 - h. The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable
 - i. All costs incurred due to delay of any sort, shall be borne by the Bidder
 - j. Sikkim Police reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

3.3 Language of Proposals

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

3.4 Conditions under which this RFP is issued

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

in accordance with the terms thereof).

- e. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of Sikkim Police to leave Sikkim 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 Sikkim Police.

3.5 Rights to the Content of the Proposal

All proposals and accompanying documentation of the Technical proposal will become the property of Sikkim 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. Sikkim 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. Sikkim Police shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3.6 Modification and Withdrawal of Proposals

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

3.7 Non-Conforming Proposals

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

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

3.8 Disqualification

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

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- c. The bidder qualifies the proposal with his own conditions.
- d. Proposal is received in incomplete form.
- e. Proposal is received after due date and time at the designated venue.
- f. Proposal is not accompanied by all the requisite documents.
- g. If bidder provides quotation only for a part of the project.
- h. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- i. Commercial proposal is enclosed with the same envelope as technical proposal.
- j. Bidder tries to influence the proposal evaluation process by Unlawful/corrupt/fraudulent means at any point of time during the bid process.

- k. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- l. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by Sikkim Police.
- m. Bidders may specifically note that while evaluating the proposals, if it comes to Sikkim 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 Sikkim Police.
- n. The bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
- o. Bidder hasn't provided the complete details of calculations basis of which the different component prices mentioned in the Pricing Summary have been arrived. This includes that the bidder should provide effort estimate and man month rate (considered) for different services proposed (as requested in the SI RFP).

3.9 Conflict of Interest

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

– Other Formats for making declaration to this effect.

3.10 Purchaser's Right

- a) Sikkim 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 Sikkim Police. The bidder's participation in this process may result in Sikkim 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 Sikkim Police to execute a contract or to continue negotiations.
- b) Proposals will be reviewed by a Committee of Officers (the "Committee") appointed by the Sikkim police or its designated representative(s). The committee will be evaluating proposals as per the criteria provided in this RFP.
- c) The committee may seek oral/Written clarifications on their technical and financial bid from any/all 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. 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) Any communications, unless expressly stated, should not be construed or implied by a bidder to be indicative of being selected/of being rejected/ being responsive/ being non-responsive etc.

- e) A proposal may be rejected if the bidder tries to influence the proposal evaluation process by Unlawful/corrupt/fraudulent means at any point of time during the bid process. In case of any discrepancy arising during the proposal evaluation, negotiation and/ or contract finalization, the decision of the committee will be final and binding on all bidders.
- f) *Sikkim Police reserves the right to award contract for full or any part of the scope of work as per RFP Volume I, Section 6 - Scope of Project. Sikkim Police also reserves the right to decrease the quantity of Goods/Services without holding any liability to the State and at its own discretion. In case of increase of quantity of Goods/ Services to be supplied by the Bidder, Sikkim Police reserves the right to negotiate with the Bidder on further discount on the unit price.*

4 BID OPENING AND EVALUATION PROCESS

4.1 Bid opening sessions

- a. Total transparency will be observed while opening the proposals/bids.
- b. Sikkim Police reserves the rights at all times to postpone or cancel a scheduled bid opening.
- c. The bids will be opened, in two sessions, one for pre-qualification and Technical and one for Commercial of those bidders whose technical bids qualify, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- d. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Sikkim 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, Sikkim 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 Sikkim Police for bid evaluation, in the presence of bidders' representatives (only one) who may choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

4.2 Overall Evaluation Process

- a. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b. Sikkim 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. Sikkim Police may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c. The Sikkim Police shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
- d. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

4.3 Evaluation of Technical Proposals

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

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

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/Written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.
- d. Following will be the technical evaluation methodology:
 - o Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
 - o Only the bidders, who score above the minimum cut-off score in all of the sections AND score a total Technical score of **70 (seventy)** or more, will qualify for the evaluation of their commercial bids. In addition, the bidders are also required to score the minimum cut-off mark defined for each section, as explained below.
 - o The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
 - o The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.
 - o The technically short listed bidders will be informed of the date and venue of the opening of the commercial bids through a written communication

5 PRE-QUALIFICATION CRITERIA

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

Notes:

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

- a. The Partner/ Consortium must be ISO 9001 in IT services. (ISO 27001 certification wherever relevant)
- b. The Partner/ Consortium should have been in Information Technology business for 5 years
- c. The Partner/ Consortium must have Service Tax registration no./PAN no/Provident Fund Commissionerate no.

5.1 Consortium Criteria:

The following are the requirements for a Consortium:

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

5.2 Technical Evaluation Criteria

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

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

12	Submission of undertaking on Exit Management and Transition in the format prescribed in this RFP
13	Submission of undertaking on Continuous Improvement in the format prescribed in this RFP
14	Submission of undertaking on Personnel in the format prescribed in this RFP
15	Submission of undertaking on Provision of Work Environment in the format prescribed in this RFP
16	Submission of undertaking on Changes to the Contract Clauses in the format prescribed in this RFP
17	Submission of undertaking on OEM Authorization

5.3 Technical Evaluation Scoring Matrix:

	Evaluation Criteria/ Sub-Criteria	Description and Evaluation System	Max. Score	Criteria Cut-off Score
A	Past Experience		30	20
A1	System Integration	<p>Max 5 Citations showcasing experience as system integrator for turnkey projects in India in the last 5 years involving at least 40+ locations and 600+ users and the following:</p> <ul style="list-style-type: none"> • IT infrastructure procurement, deployment, and commissioning • Software development and implementation • Network deployment and commissioning (LAN/WAN) • Site Preparation • Technical Support including Operations and maintenance <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the project, Completion Certificate from Client confirming year and value of Bidder's scope of work along with Reference details of the Client</p>	20	NA
A2	Application development/ deployment in Police domain	<p>Max 2 Citations showcasing experience of successful deployments of software application in Police domain in the last 5 years</p> <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the two projects, Completion / Partial Completion Certificate from Client confirming year and value of Bidder's scope of work, scope of work completed by the Bidder and its value along with Reference details of the Client</p>	2	NA
A3	Data Centre & Management Services	<p>Max 3 Citations showcasing experience in Provisioning of Data Centre services (establishment / lease) with Minimum value 3 Crores from Data Centre component involving at least Site Preparation, Creation of physical environment, Procurement, deployment and commissioning of IT infrastructure, establishing data security, technical support etc. in last 5 years.</p> <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the two projects, Completion / Partial Completion Certificate from Client confirming year and value of Bidder's scope of work, scope of work completed by the Bidder and its value along with Reference details of the Client</p>	3	NA

	Evaluation Criteria/ Sub-Criteria	Description and Evaluation System	Max. Score	Criteria Cut-off Score
A4	Training & Change Management in Government sector	<p>Max 5 Citations showcasing experience in the following areas in last 5 years - development of training material and delivery of training for use of IT applications (application developed/ customized) /basic computer skills/ IT systems - participants including all levels of management</p> <p>Bidder must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the two projects, Completion / Partial Completion Certificate from Client confirming year and value of Bidder's scope of work, scope of work completed by the Bidder and its value along with Reference details of the Client</p>	5	NA
B	Proposed Approach & Methodology		20	NA
B1	Project understanding	<p>Demonstrated understanding of the project's objectives, scope and requirements. Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> • Clarity and depth of understanding of the project's objectives, scope and requirements • Risks identification and proposed mitigation plan 	4	NA
B2	Application deployment, integration and maintenance & support	<p>Proposed methodology for development, deployment of the application software and its integration with the CAS (centre) and existing systems.</p> <p>Proposed methodology for application management and support</p>	4	NA
B3	Data Digitization and Migration	Proposed methodology for data digitization and migration.	4	NA
B4	Training and Change Management	<p>Proposed methodology and plan for Training and Change Management. Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> • Training schedule • Areas/ domains covered • Personnel deployment plan 	4	NA
B5	Exit Management	<p>Proposed methodology for Exit Management. Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> • Comprehensiveness and Completeness of the Plan • Suitability of the plan to the State / UT's requirements 	4	NA
C	Project Team & Project Governance		35	NA
C1	Implementation	Project Governance Structure & Escalation	8	NA

	Evaluation Criteria/ Sub-Criteria	Description and Evaluation System	Max. Score	Criteria Cut-off Score
	Phase/ Post Implementation Phase	Mechanism		
		Status Reporting Mechanism	7	
		Project Team (Refer Resource evaluation matrix for details)	20	
D	Work Plan		5	NA
D1	Work Plan	The detailed Project Plan proposed by the bidder would be examined on the following: <ul style="list-style-type: none"> • Comprehensiveness of the project plan • Activities, sequencing and dependencies among activities • Timelines and associated deliverables 	5	NA
E	Technical Presentation		10	NA

Resource Evaluation Matrix				
Team Details	Academic qualifications	Total Experience in related field	Relevant certifications	Maximum Marks
Project Implementation Team				
Project Manager	<u>Marking</u> BE / B. Tech/ MCA = 1 Marks Others: 0 Marks	<u>Marking</u> (>6Years Exp.) = 2 (>= 3 Years Exp. and <= 6 Years) = 1 (< 3 Years Exp.)= 0	PMP certification <u>Marking</u> Compliance = 1 Non Compliance = 0	4
Infrastructure Expert	BE / B. Tech / MCA/ BSC / BCA <u>Marking</u> Compliance = 0.5 Non Compliance = 0	<u>Marking</u> (>4 Years Exp) = 1 (>=2 Years Exp and <=4 years) = 0.5 <2years = 0	Certification: CDCP/CDCS or equivalent <u>Marking</u> Compliance = 0.5 Non Compliance = 0	2
Capacity building/ Change Management Expert	/Graduate/Diploma <u>Marking</u> Compliance = 0.5 Non Compliance = 0	<u>Marking</u> (>5 Years Exp) = 0.5 (>=2 Years Exp and <=5 years) = .5 (<2 years) = 0	No of Projects undertaken in Capacity Building/ Change Management <u>Marking</u> >3 Projects = 1 Mark Exp = 2 >=1 and <=3 Projects = .5 Mark No Project = 0 Mark	2

Domain Expert	Graduate / Diploma <u>Marking</u> Compliance = 0.5 Non Compliance = 0	<u>Marking</u> (>8 Years Exp in Police Domain) = 1.5 (>=4 Years Exp in Police Domain) = 1 (<4 in Police Domain) = 0	NA	2
Post Implementation Team				
Details	Eligibility Criteria		Marking Criteria based on Proposed Team Size* (applicable only for eligible personnel/ manpower)	
1. Annual Technical Support, 2. Software maintenance & support services and Application functional support services including Helpdesk Operation	BE / B. Tech / MCA/ MSC / BSC/ BCA/ Diploma	>2 Years of Experience	1 mark for each resource (maximum 10 marks)	10
* Operations and maintenance support team for the server and related infrastructure at the Data Center and Disaster Recovery Center and handholding manpower for end users will not be considered				

5.4 Technical Proposal

1. All the mandatory undertakings
2. The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP Volume I. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to the proposal.
3. Previous Project Experience for all the criterion in the technical evaluation matrix in the format provided in the RFP
4. Proposed Methodology for Data Migration/ Digitization, Change Management / Capacity Building, and Exit Management
5. The Technical Proposal should address the following:
 - Overview of the proposed solution that meets the requirements specified in the RFP
 - Overall proposed Solution, technology, and deployment architecture
 - Security architecture
 - Integration and Interfacing Architecture
 - Network architecture
 - Details of the Solution as per the format provided in the RFP
 - Bill of material of all the components (i.e. software, hardware, etc.) as per the formats provided in the RFP

- Approach & methodology for project development and implementation including the project plan
 - Overall Governance Structure and Escalation Mechanism
 - Project team structure, size, capability and deployment plan (Total Staffing plan including numbers)
 - Handholding, Capacity Building and Change Management Strategy for key stakeholders of the project
 - Key Deliverables (along with example deliverables, where possible)
 - Project Management, reporting and review methodology
 - Strategy for conducting Operations & Maintenance
 - Risk Management approach and plan
 - Certification from the OEMs on the Infrastructure proposed by bidder
 - Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria
6. Bidder must provide the team structure and the resumes of key profiles within each team such as Project manager(s), technical experts, domain experts, etc. responsible for the management of this project in the format provided in the RFP
 7. Comprehensive Project Plan Along with Manpower deployment plan and resources to be dedicated to the project.
 8. The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project.
 9. **The Bidder must provide the Un-priced Bill of Material (BoM) along with the Technical Bid. The Bidder must ensure that no Commercial information should be given in the Technical Bid. If there is any commercial information is found in the Technical Bid, the Bid shall be summarily rejected**

5.5 Evaluation of Commercial Bids

1. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
2. Since the payments to the SI will made over a period of over **four** years (a period of 54 weeks (subject to the timely receipt of CAS (State) from Government of India) for the Implementation Phase followed by **three** years for Operations and Maintenance Services), the DCF method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest bidder. Although the Operations and Maintenance cost for year 4 and 5 would be considered for QCBS evaluation, yet the same would neither form part of the contract value nor payable to selected bidder, unless there is an explicit written request from Sikkim Police.
3. Applicable normalization rules: For determining whether the financial bid is substantially responsive, the Committee inter alia may undertake normalisation process and arithmetic correction measures as provide below:

Unit rates quoted by the Bidders to be multiplied by Quantities as per the following:

1. For items clearly specified in the RFP - Quantities as mentioned in the RFP/corrigendum (if any) to be considered
2. For items not specified in the RFP - For items where quantities were to be proposed by the Bidder as per his Proposal e.g man-months, quantity for items under 'Any other item' etc to be considered as per the Technical Proposal of the Bidder (including un-priced BoM), Clarifications, Technical Presentation etc

3. For items which are mandatorily required as per RFP, if not quoted by Bidder (which is also confirmed by the Bidder as per the Technical Bid, Clarification, Presentation etc), the highest value quoted by competing bidders for the respective item to be added to the Bidder

Where the bidder has not provided a line item required in the SI RFP, the evaluation committee may chose the quantity and rate considered by the bidder which has quoted the highest.

4. The Sikkim Police will evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing government borrowing rate. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids. The bid with the lowest Net Present Value (NPV) determined using the DCF method will be called for further negotiations as per Sikkim State Government Policy.
5. 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 Sikkim Government. These rates are notified by Budget Division of Ministry of Finance annually. The latest one is Ministry of Finance OM No F5(3) PD/2008 dated 30 October 2008 (as per which the borrowing rate is 9%). The Sikkim 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 (Bidder to take note that this figure of 300 is indicative in nature only and is only meant for calculation purposes. However, the value of 300 * blended man month shall be considered for QCBS analysis, as mentioned below. Bidder to also take note that the rate should be representative in nature and the bidder has to give a realistic blended rate. Sikkim Police reserves the right to provide any service (as required in this SI RFP) at the blended man month rate).
 - **The NPV will be calculated using the formula below:**

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

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

Where

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

The bidder achieving the highest overall score (Bn) as per the abovementioned process will be invited by Sikkim Police or its nominated agency(s) for negotiations for awarding the contract as per Sikkim State Government Policy. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

Note:

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

6 AWARD OF CONTRACT

6.1 Award Criteria

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

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

Sikkim 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 Sikkim Police's action.

6.3 Notification of Award

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

6.4 Contract Finalization and Award

Sikkim 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 Sikkim Police may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded.

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

Sikkim 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 Sikkim 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 Sikkim Police. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after "Go-live".

6.5 Signing of Contract

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

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

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

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

7 PAYMENT TERMS AND SCHEDULE

7.1 Performance Bank Guarantee

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

7.2 Liquidated Damages

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

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

7.3 Payment Schedules and Milestones

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

The payment schedule and milestones are divided into two phases:

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

7.4 Milestones and Payment Schedules for Implementation Phase

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

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

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

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

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

The above payments are subject to meeting of SLA's failing which the appropriate deductions as

mentioned in the SLA section of Vol I of this RFP

7.5 Milestones and payment Schedules for Operations and Maintenance Phase

The operations and maintenance phase is for a period of five years post Go-Live in the respective phase. The lump-sum cost quoted for the Operations and Maintenance Phase will be divided into 20 equated instalments and made as 20 equal payments upon satisfactorily adhering to the SLAs. The payments during the Operations and Maintenance for each Phase will be made at the end of every quarter after the delivery of the services upon satisfactorily adhering to the SLAs defined in the volume 1 of this RFP. The successful bidder will be required to submit a compliance report at the end of every month and a consolidated compliance report at the end of every 3 months based on which these payments would be made

8 FORMATS FOR RESPONSE – PRE-QUALIFICATION BID

Pre-Qualification Requirements Proposal:

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

1. Part I – Details of the Organization

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

2. Part II – Relevant IT Project Experience

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

3. Part III – Relevant e-Governance Project Experience

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

4. Part IV – Relevant Software Services Project Experience

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

5. Part V – Proof of Certification

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

8.1 Organizational Details

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

8.2 Financial Strength Details

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

8.3 Project Experience

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
Project Capability Demonstration	
<p>Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which is part of minimum qualification criteria).</p> <p>These capabilities may be spread over the five projects (which are part of minimum qualification criteria) and not essentially in this project alone.</p>	

8.4 Relevant e-Governance Project Experience

Relevant e-Governance project experience (provide no more than 2 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Place (town, state) where the project was executed (deployment, operations and maintenance)	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
b) Letter from the client to indicate the successful completion of the projects (setting up software, hardware and network infrastructure and building and deploying the application)	
c) Copies of the CMMi level 3 assessments.	
Project Capability Demonstration	
<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</p>	

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

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

1. Online Portal Applications using SOA/Web Services with Service Orchestration – Software Architecture, Design, Development, and Maintenance:

Should have demonstrated this in multiple large-scale projects

Should have implemented in situations requiring high availability, security and scalability

Should have demonstrated capabilities to meet and exceed performance levels and service levels

2. System Integration:

Should have demonstrated ability to deliver turnkey projects successfully from design through deployment

Should have a demonstrated ability to integrate with legacy systems as well as other new software systems

Should have demonstrated experience in installation, commissioning and provisioning of hardware, software, network in Data Centre environments

3. Project and Program Management:

Should have extensive experience in large scale project and program management

Should have experience handling multiple stakeholders and locations

Should have extensive experience in implementing and supporting projects for users in multiple locations.

4. Financial Strength:

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

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

Should have demonstrated capability in conducting capacity building and change management programs for government stakeholders

Should have demonstrated capability in conducting promotion and awareness campaigns for user communities

8.5 Relevant Software Services Project Experience

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

9 FORMATS FOR RESPONSE - TECHNICAL BID

9.1 Profiles of Previous Project Experience

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

9.2 Solution Information

The below list is indicative only	Proposed Solution1 (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/... as required as per RFP) Provided By	Reference in the Submitted Proposal (Please provide page number/section-number/volume)
CAS(State) Solution						
Web server						
Application Server						
Database						
Operating System						
Others (if any), Insert each item in a separate row as required.						
Directory Services						
DMS/CMS						
Security						
Identity Management						
Any Other Proposed (Please Insert in separate Rows)						
CAS (State) Offline Solution						
Synchronization Solution						
Application Container						
Database						
Others						

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

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		
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						
EMS						
Load Balancers						

9.3 Un-Priced Bill of Material – Software Solution

Data Centre

The below list is indicative only ²	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development) ³	Unit of Measurement	Number of Licenses ⁴
Server OS			
DMS /CMS			
Security			
Identity & Access Management			
Synchronization Solution			
Application Container			
Database			
Project Management Information System (PMIS)			
Configuration Management			
Issue Tracker			
EMS			
Load Balancers			
Backup Software			
Helpdesk			
Antivirus			
Any Other Proposed, Insert each item in a separate row as required			

Disaster Recovery Site

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

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

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

The below list is indicative only ⁵	(Provide the Product Name or fill Custom Built, in case of a new development) ⁶	Unit of Measurement	Number of Licenses ⁷
Web server			
Application server			
Database			
Server OS			
DMS /CMS			
Security			
Identity & Access Management			
SAN Management Software			
Synchronization Solution			
Application Container			
Database			
Project Management Information System (PMIS)			
Configuration Management			
Issue Tracker			
EMS			
Load Balancers			
Backup Software			
Helpdesk			
Antivirus			
Any Other Proposed, Insert each item in a separate row as required			

⁵ In case the number of licenses offered are different for each of the services within the solution (ex, multiple services within EMS are provisioned with different licenses), please insert rows under the solution head and provide the information

⁶ It is possible that the SI has not suggested the solution as the list is indicative only. In case any of the item is not provided, the SI may indicate N/A in the corresponding cells

⁷ Please indicate N/A where not applicable. Please indicate N/I where there is no license requirement

9.4 Un-priced Bill of Material**(A) Infrastructure at DC & DR site**

Components	Quantity/No. of Units	Make and Model
Data Centre		
Directory + Access Server		
Automated Tape library (ATL)		
SAN Storage		
Others (if any), Insert each item in a separate row as required.		

Disaster Recovery		
Web Server		
Application Server		
Database Server		
Directory & Access Server		
Antivirus Server		
Backup Server		
DNS Server		
SAN Storage		
SAN Switch		
Others (if any), Insert each item in a separate row as required.		

(B) Infrastructure at client site (Police stations and Higher Offices)

Component	Make and model	Version (if applicable)	Number of Units	Data Sheets Provided in the Proposal (Yes/No) (Please provide page number/section-number/volume)
Desktop along with Antivirus, OS and office suite details			177	
External HDD 320 GB			28	
Duplex Laser Printer			20	
Multi-Function Laser (Print/Scan/Copy)			88	
2 KVAUPS for 60min backup			32	
600 VA UPS for 60 min backup			55	
2KVA Generator Set			28	
16Port Switch			40	
24-Port Switch			5	
Digital Camera			28	
Electronic Pen			28	

9.5 Team Profile

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

<p>○ Duration of the project</p> <p>Please provide only relevant projects.</p>	
<p>Proficient in languages (Against each language listed indicate if read/write/both)</p>	

10 FORMAT FOR BID RESPONSE – COMMERCIAL BID

10.1.1 Commercial Proposal Cover Letter

(Company letterhead)
[Date]
To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

Dear Sir,

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

10.1.2 Form 1 – Pricing Summary

Table 1

S. No.	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
Services Provided During Implementation Phase					
1.	Application-CAS (State) Related Cost				
2.	Handholding support for end users (10 resource)				
3.	Site preparation at the Client site locations				
4.	IT Infrastructure at the Client site locations				
5.	IT infrastructure at the Data Centre including the necessary hardware, software and other networking components				
6.	Data migration and Digitization of Historical Data				
7.	Change Management and Capacity Building				
A	Sub-total for Services Provided During Implementation Phase (Sum of items 1 – 7):				
Services Provided During Post Implementation Phase					
8	Operations and Maintenance Services for the 1 st year after “Go-Live”				
9	Operations and Maintenance Services for the 2 nd year after “Go-Live”				
10	Operations and Maintenance Services for the 3 rd year after “Go-Live”				
B	Sub-total for Services Provided During Post Implementation Phase (Sum of items 7 – 11):				
Grand Total for Consideration of L1 (A + B)					

Table 2

Mandatory quote required by bidder for the below mentioned cost items					
#	Description	Total Price (INR)	Taxes and Other Duties	Total Amount (INR)	Total Amount in Words
1	Operations and Maintenance Services for the 4 th year after "Go-Live"				
2	Operations and Maintenance Services for the 5 th year after "Go-Live"				
3	Blended Person Month Cost for 300 Person Months				
4	IT infrastructure at the Disaster Recovery Centre including the necessary hardware, software and other networking components				

Interested System Integrators may take note that quote is mandatorily required for the above mentioned cost items. Sikkim Police may request for the above mentioned Services, only if it requires so in the future. However, interest SI needs to provide the quote in the Financial bid itself and not quoting the above mentioned cost items may lead to disqualification.

Interested System Integrator is encouraged to hire local resources (if available) for the purpose of handholding. This would not just increase the familiarity factor but also aide the State Police in keeping the overall cost of the project within the budget approved for the State.

Interested System Integrator to also take note that Cost of Hardware and Software and maintenance of Disaster Recovery Center should not form part of Table 1 of the Overall Pricing Summary. It should alternatively form part of Table 2 of the Overall Pricing Summary. System Integrator not providing the details, might be disqualified.

SI should also take note that once the Disaster Recovery Center is identified and ready for usage and if the State feels the need/has funds to procure Hardware and Software, requisition would be made with the SI. However, quote by SI does not necessarily mean that the same would be procured by the State Police. However, SI may note that for the purpose of QCBS, costs would be considered in table 1, though the same might not be part of the overall contract value i.e. its procurement would need based and conditional only.

SIs are also encouraged to discuss with their OEMs to bring down the procurement cost, so as to aide the State Police department in meeting the budget approved to it for the CCTNS Project (as payable to the selected SI).

Details sought in Table 2 shall form part of the overall bid amount for being considered for QCBS (Quality and Cost Based System) analysis.

10.1.3 Form 2: Detailed Component-Wise Pricing

Implementation Phase

1. Application-CAS (state) related Costs

Sl. No.	Description	Estimated Effort (No. of Man-Months) (A)	Man-Month Unit cost details			Total Cost (=A*B)
			1 Man-Month Rate	Tax	Total (B)	
1.	Systems Study, design, analysis and configuration					
2.	Customization of CAS (State)					
3.	Development of Extension (New Modules) of CAS (State)					
4.	Integration with CAS (Centre) and External Agencies					
5.	Support to 3rd party acceptance testing, audit and certification					
6.	Deployment and installation of the application at all the Locations across the State as per the geographical Scope of Project (RFP, Volume I, Section 6)					
TOTAL A:						

SI to note that Item 2 above could be excluded by the State at the time of calculations from 'Pricing Summary'. For the purpose of convenience and smooth selection process, you are requested to kindly provide the below mentioned details.

Sl. No.	Module Name	Estimated Effort (No. of Man-Months) (A)	Man-Month Unit cost details			Total Cost (=A*B)
			1 Man-Month Rate	Tax	Total (B)	
1	Name of Module 1					
2	Name of Module 2					
3	Name of Module 3					
4	Name of Module 4					
5	Name of Module 5					
6	Name of Module 6 (please add more modules, if quoting for)					
TOTAL A:						

Interested SI may also note that adequate justification needs to be provided if the man month rate above, is substantially different from the blended man month rate quoted for 300 person months. If the State finds it substantially more, then the State may chose to apply the blended man month cost for the purpose of requesting additional work in the form of additional module creation.

2. Site preparation at the Client site locations

Sl. No.	Category	Component	Lumpsum Amount		
			Cost X	Tax Y	Total =(X+Y)
1.	Police stations (Non CIPA)	Local area network			
		Electrical cabling and earthing requirements			
		<u>Furniture:</u> Computer Table & Chair			
		<u>Furniture:</u> Storage cum top for Printers/ Multi functional device			
2.	SDPO/Circle Office	Local area network			
		Electrical cabling and earthing requirements			
		<u>Furniture:</u> Computer Table & Chair			
		<u>Furniture:</u> Storage cum top for Printers/ Multi functional device			
3.	SCRB/Ranges	Local area network			
		Electrical cabling and earthing requirements			
		<u>Furniture:</u> Computer Table & Chair			
		<u>Furniture:</u> Storage cum top for Printers/ Multi functional device			
4.	District Headquarters	Local area network			
		Electrical cabling and earthing requirements			
		<u>Furniture:</u> Computer Table & Chair			
		<u>Furniture:</u> Storage cum top for Printers/ Multi functional device			
5.	State Police Headquarters	Local area network			
		Electrical cabling and earthing requirements			
		<u>Furniture:</u> Computer Table & Chair			
		<u>Furniture:</u> Storage cum top for Printers/ Multi functional device			

Interested System Integrators to take note that they should consider local market purchases to keep the procurement cost lower in order to aide the State meet the State requirements under budget approved for the State. Also it may be noted that State only requires basic and elementary furniture to meet its needs. Any other consideration, might have an impact on the financials and thus the overall selection process.

To make it convenient for System Integrators, sample field visit could be permissible, based upon prior approval from department. Department also recommends, System Integrator to do a realistic assessment of the State Police project requirement.

3. IT Infrastructure at the Client site locations (Police Stations & Higher Offices)

(i) Infrastructure Costs					
Item	Number of Units (X)	Unit Details			Total Cost (=X*Y)
		Rate	Tax	Total (Y)	
Desktop	177				
External HDD 320 GB	28				
Duplex Laser Printer	20				
Multi-Function Laser (Print/Scan/Copy)	88				
2 KVAUPS for 60min backup	32				
600 VA UPS for 60 min backup	55				
2KVA Generator Set	28				
16Switch	40				
24-Port Switch	5				
Digital Camera	28				
Electronic Pen	28				
(ii) Operational Expenses*					
Office	Number of office locations (X)	Unit Details (per year)			Total Cost (=X*Y*3)
		Rate	Tax	Total (Y)	
Police Stations	28				
Circle/SDPO Offices	11				
District Headquarters	4				
State Police headquarters	1				
SCRB	1				
State Police Control Room (SCR)	1				
TOTAL C:					

*Operational Expense refers to Paper and Toner Cost for a period of 3 years after Go-Live.

Operational Expense includes free of cost replacement of toner cartridge for Laser and Multifunction printer. The frequency of cartridge replacement shall be quarterly, i.e. every 3 months one cartridge to be replaced in each printer. Free of cost replacement of Teflon paper of each laser & multifunction printer on yearly basis is also a part of Operational expense. Consumption of cartridges may vary based on usage of individual police locations, although SI shall strictly supply total number of cartridges as per quantity mentioned above. Spare cartridges of any location may be used at other location on need basis. The supplied cartridges must be of the same original printer manufactures only and must follow standards of printer manufacturer. Refilling of cartridges is not permitted.

4. IT infrastructure at the Data Centre and Disaster Recovery Centre including the necessary hardware, software and other networking components.

a. Data Centre

Hardware/Networking components								
Sl. No.	Item	Make and Model	No. of Units (X)	Unit Details			Total Cost (X*Y)	
				Rate	Tax	Total (Y)		
Hardware- Data Centre (DC)								
1.	Directory + Access Server							
2.	Antivirus Server							
3.	Automated Tape library (ATL)							
4.	SAN Storage							
	Others (if any), Insert each item in a separate row as required.							
Software Components								
Sl. No.	Item	Proposed Solution (Product Name / Custom Built)	Unit of Measurement	No. of Licenses/Units (X)	Unit Details			Total Cost
					Rate	Tax	Total (Z)	
1.	Web server							
2.	Application server							
3.	Database							
4.	Server OS							
5.	DMS /CMS							
6.	Security							
7.	Identity & Access Management							
8.	SAN Management Software							
9.	Synchronization Solution							
10.	Application Container							
11.	Database							
12.	Project Management Information System (PMIS)							
13.	Configuration Management							
14.	Issue Tracker							
15.	EMS							
16.	Load Balancers							
17.	Backup Software							
18.	Helpdesk							
19.	Antivirus							
	Others (if any), Insert each item in a separate row as required							
TOTAL D (a+b)								

b. Disaster Recovery (DR) Site

Hardware/Networking components							
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Sl. No.	Item	Make and Model	No. of Units (X)	Unit Details			Total Cost (X*Y)	
				Rate	Tax	Total (Y)		
Hardware Components								
1.	Web Server							
2.	Directory + Access Server							
3.	Application Server							
4.	Database Server							
5.	Management Server							
6.	Enterprise Backup Server							
7.	Antivirus Server							
8.	Automated Tape library (ATL)							
9.	SAN Storage							
10.	SAN Switch							
	Others (if any), Insert each item in a separate row as required.							
Software Components								
Sl. No.	Item	Proposed Solution (Product Name / Custom Built)	Unit of Measurement	No. of Licenses/Units (X)	Unit Details			Total Cost
					Rate	Tax	Total (Z)	
1.	Web server							
2.	Application server							
3.	Database							
4.	Server OS							
5.	DMS /CMS							
6.	Security							
7.	Identity & Access Management							
8.	SAN Management Software							
9.	EMS							
10.	Load Balancers							
	Others (if any), Insert each item in a separate row as required							
TOTAL D (a+b)								

Interested System Integrator to provide Software components for Disaster Recovery Center below. Interested System Integrator to also take note that Cost of Hardware and Software and maintenance of Disaster Recovery Center should not form part of Table 1 of the Pricing Summary. It should alternatively form part of Table 2 of the Pricing Summary. System Integrator not providing the details, might be disqualified.

SI should also take note that once the Disaster Recovery Center is identified and ready for usage and if the State feels the need/has funds to procure Hardware and Software, requisition would be made with the SI. However, quote by SI does not necessarily mean that the same would be procured by the State Police. However, SI may note that for the purpose of QCBS, costs would be considered in table 1, though the same might not be part of the overall contract value i.e. its procurement would need based and conditional only.

SIs are also encouraged to discuss with their OEMs to bring down the procurement cost, so as to aide the State Police department in meeting the budget approved to it for the CCTNS Project (as

payable to the selected SI).

SIs are requested to provide cost of (Data Center/DR) Hardware and Software costs separately, without clubbing any component, else it would be difficult for the evaluation committee to do at par comparison.

5. Data migration and Digitization of Historical Data

Sl. No.	Category	No. of Records (X)	Unit Cost per Record			Total Cost (=X*Y)
			Rate	Tax	Total (Y)	
Data Migration						
1.	CIPA	500				
2.	CCIS	5000				
3.	PIS/Pay Bill*	5000				
4.	Arms	3677				
Data Digitization						
1.	Case files(Manual FIR+7 IIF forms)	36000				
2.	All 3 VCNB Registers	6000				
Total E						

Interested SI is requested to preferably consider hiring local resources for the purpose of digitisation. Alternate options to reduce the per unit cost like effective utilisation of personnel deployed, adequate and timely trainings and continuous monitoring by a supervisor etc should be explored to reduce cost. Interested SI is encouraged to explore innovative options to keep the costs down, meeting the SLAs and SI RFP requirements.

6. Change Management and Capacity Building

a. End User Training						
Sl. No.	Category	Personnel to be trained (X)	Unit Cost			Total Cost (a) (=X*Y)
			Rate	Tax	Total (Y)	
1.	Awareness and sensitization of benefits of IT	120				
2.	Basic IT training Role based training	2070				
3.	Training of Trainers	40				
4.	System Administration & Support Training	190				
b. Communication and Awareness						
Sl. No.	Category		Unit Cost			Total Cost (b)
			Rate	Tax	Total	
Total E :						

Post -Implementation Phase

1. Operations and Maintenance Services for the 1st year after “Go-Live”

Sl. No.	Breakup head/subhead	Rate X	Tax Y	Total Cost (X+Y)
1	Warranty Support			
	Comprehensive warranty and on-site FREE service warranty for 5 years			
	Replacement/Repair at NO extra cost to the State			
	Items Covered: licensed software, computer hardware and peripherals, networking equipments and other equipment. Preventive and Repair Maintenance			
2	Annual Technical Support			
	Maintain entitlement for software upgrades, enhancements, refreshes, replacements & maintenance.			
	Install/ Re-install/De-install Operating System			
	CAS configuration Changes			
	Updates/Upgrades/New releases New versions/patches			
	Install/ Re-install/De-install Operating System			
	Technical support for all the licensed Software			
	Online technical support Telephone Support - 0830 hours to 2030 hours on all days (Mon-Sun)			
3	Handholding Services			
	O&M support for the server and infrastructure at the DC			
	Centralized Helpdesk and Support for end users			
	Software maintenance and support services Application functional support services			
TOTAL				
	O&M support for the server and infrastructure at the DR Center			

2. Operations and Maintenance Services for the 2nd year after “Go-Live”

Sl. No.	Breakup head/subhead	Rate X	Tax Y	Total Cost (X+Y)
1	Warranty Support			
	Comprehensive warranty and on-site FREE service warranty for 5 years			
	Replacement/Repair at NO extra cost to the State			
	Items Covered: licensed software, computer hardware and peripherals, networking equipments and other equipment. Preventive and Repair Maintenance			
2	Annual Technical Support			
	Maintain entitlement for software upgrades, enhancements, refreshes, replacements & maintenance.			
	Install/ Re-install/De-install Operating System			
	CAS configuration Changes			
	Updates/Upgrades/New releases New versions/patches			
	Install/ Re-install/De-install Operating System			
	Technical support for all the licensed Software			
	Online technical support Telephone Support - 0830 hours to 2030 hours on all days (Mon-Sun)			
3	Handholding Services			
	O&M support for the server and infrastructure at the DC			
	Centralized Helpdesk and Support for end users			
	Software maintenance and support services Application functional support services			
TOTAL				
	O&M support for the server and infrastructure at the DR Center			

3. Operations and Maintenance Services for the 3rd year after “Go-Live”

Sl. No.	Breakup head/subhead	Rate X	Tax Y	Total Cost (X+Y)
1	Warranty Support			
	Comprehensive warranty and on-site FREE service warranty for 5 years			
	Replacement/Repair at NO extra cost to the State			
	Items Covered: licensed software, computer hardware and peripherals, networking equipments and other equipment. Preventive and Repair Maintenance			
2	Annual Technical Support			
	Maintain entitlement for software upgrades, enhancements, refreshes, replacements & maintenance.			
	Install/ Re-install/De-install Operating System			
	CAS configuration Changes			
	Updates/Upgrades/New releases New versions/patches			
	Install/ Re-install/De-install Operating System			
	Technical support for all the licensed Software			
	Online technical support Telephone Support - 0830 hours to 2030 hours on all days (Mon-Sun)			
3	Handholding Services			
	O&M support for the server and infrastructure at the DC			
	Centralized Helpdesk and Support for end users			
	Software maintenance and support services Application functional support services			
TOTAL				
	O&M support for the server and infrastructure at the DR Center			

SI to take note that Cost of DR Center should be separately provided (mentioned in the last row of the above mentioned table) and should not be part of the overall cost to be provided in “Pricing Summary” table. However, the cost of O&M for first 3 years in DR Center shall be provided, 1) if and when the DR location is selected and 2) if State Police has funds and 3) a request for such services is placed by the State Police with the SI. The cost quoted by the bidder may be considered for the purpose of overall costing.

SI to provide similar details for year 4 and 5, which would be procured by the State, in the future, if there is a need. Interested SI’s not providing the details of year 4 and 5, may be disqualified by State Police.

11 ANNEXURE – OTHER FORMATS

Bidder shall separately submit these undertakings and declaration.

11.1 Non – Disclosure Agreement (NDA)

[Company Letterhead]

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

WHEREAS

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

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

The Purchaser and the Bidder agree as follows:

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

- a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
- b. Is or becomes publicly known through no wrongful act of the Bidder; or
- c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

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

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

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

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

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

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

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

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

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

(Signature) _____

(Name of the Authorized Signatory)

Date

Address

Location:

11.2 Format for submission of Queries for Clarification

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

<<Name & Address>>			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S. No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required

11.3 Earnest Money Deposit

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

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

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

Dated this _____ day of _____ 2010

For the Bank of _____
(Agent/Manager)

11.4 Bid Cover Letter

[Cover Letter]

[Date]

To

CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

Dear Sir,

Ref: **RFP for Implementation of CCTNS in Sikkim 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 Sikkim Police is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

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

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

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

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

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

Dated this Day of **2011**

(Signature)
(Name)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:
(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Signature:

(Company Seal)

(Name)

11.5 Undertaking on Patent Rights

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Gangtok (Sikkim)

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

Yours faithfully,

Authorized Signatory

Designation

11.6 Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Gangtok (Sikkim)

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

Yours faithfully,

Authorised Signatory

Designation

11.7 Non-Malicious Code Certificate

(Company letterhead)
[Date]
To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

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

Yours faithfully,
Authorised Signatory
Designation

11.8 Undertaking On Pricing of Items of Technical Response

(Company letterhead)

[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

Sub: Undertaking on Clarifications sent to Sikkim Police.

Sir,

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

Yours faithfully,

Authorized Signatory

Designation

11.9 Undertaking on Offline Functionality

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

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 Sikkim 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 Sikkim Police to be part of CCTNS Project.

Yours faithfully,
Authorized Signatory
Designation

11.10 Undertaking on Provision of Support for Software

(Company letterhead)

[Date]

To

CCTNS Nodal Officer

Police Headquarters

Gangtok (Sikkim)

Sub: Undertaking on Provision of Support for Software

Sir,

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

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

Yours faithfully,

Authorized Signatory

Designation

11.11 Undertaking on Service Level Compliance

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok, Sikkim

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

Yours faithfully,

Authorized Signatory
Designation

11.12 Undertaking on Deliverables

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok, Sikkim

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

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

Yours faithfully,
Authorized Signatory
Designation

11.13 Undertaking on Training the Users

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok, Sikkim

Sub: Undertaking on Training the Users

Sir,

1. I/We hereby undertake to train users (to be identified by Sikkim Police) as per Sikkim Police's requirements stated in the Request for Proposal (RFP). We further undertake that:
 - i. We shall carry out a comprehensive training needs analysis and accordingly design the training program
 - ii. Our training program would include, at the minimum, classroom training followed by supervised work sessions
 - iii. We shall prepare all necessary training materials and deliver the training

Yours faithfully,
Authorized Signatory
Designation

11.14 Undertaking on Support to Certification

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok, Sikkim

Sub: Undertaking on Support to Certification

Sir,

1. I/We understand that application (including the application and the associated IT systems) have to be certified by a 3rd party agency (to be identified by Sikkim Police) before the system is commissioned.
2. I/We understand that while the certification expenses will be borne by Sikkim Police, the responsibility to ensure successful certification lies with the System Integrator.
3. I/We hereby undertake that we shall do all that is required of the System Integrator to ensure that system will meet all the conditions required for successful certification.

Yours faithfully,

Authorized Signatory
Designation

11.15 Undertaking on Exit Management and Transition

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok, Sikkim

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

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

i. Capacity Building at Sikkim Police

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

Yours faithfully,
Authorized Signatory
Designation

11.16 Undertaking on Continuous Improvement

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok, Sikkim

Sub: Undertaking on Continuous Improvement

Sir,

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

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

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

Yours faithfully,

Authorized Signatory
Designation

11.17 Undertaking on Personnel

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok, Sikkim

Sub: Undertaking on Personnel

Sir,

1. I/We as System Integrator do hereby undertake that persons whose profiles were part of the basis for evaluation of the bids and have been identified as “Key Personnel” of the proposed team for the CCTNS project, shall be deployed during the Project as per our bid submitted in response to the RFP. Summarised details of the personnel are as follows:

S.No	Team Details	Resource Name	Academic qualification	Total Experience in related field	Relevant Certification
Project Implementation Team					
	Project Manager				
	Infrastructure Expert				
	Capacity building/ Change Management Expert				
	Domain Expert				
Post Implementation Team					
A) Annual Technical Support					
	ATS-1				
	ATS-2				
				
	Add rows as required				
B) Software maintenance & support services and Application functional support services including Helpdesk Operation					
	SM & S-1				
	SM & S-2				
				
	Add rows as required				

2. We undertake that any of the identified “Key Personnel” shall not be removed or replaced without the prior written consent of Sikkim 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 Sikkim Police. Sikkim 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 Sikkim Police has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of Sikkim Police that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,

Authorized Signatory
Designation

11.18 Undertaking on Provision of Work Environment at the State

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

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

Sir,

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

Yours faithfully,

Authorized Signatory
Designation

11.19 Undertaking on Changes to the Contract Clauses

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

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 Sikkim Police to consider those suggestions.

Yours faithfully,

Authorized Signatory
Designation

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

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

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

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

Yours faithfully,

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

11.21 Undertaking on Citations to be fully compliant to Pre-qualification criteria

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

Sub: Undertaking on Citations to be fully compliant to RFP requirement

Sir,

1. I/We as System Integrator do hereby undertake that we have provided the following valid citations fully compliant to the required criteria towards Pre-qualification and Past Experience provided in RFP.

Category	Criteria	Project name/ Description	Supporting documents
Pre-Qualification			
Past IT projects	The Bidder (System Integrator) must have a proven track record of providing a successful 'Turnkey Solution' for at least five (5) IT-projects. At least one of the 5 quoted projects should be an integrated turnkey project of a value of Rs 5 Crore or above in India including setting up and configuring the hardware (Servers, Desktop, Network Clients) and implementing software solution including Operating Systems, Infrastructure Management Software, RDBMS, establishment of LAN / WAN including Firewalls, IPS, PKI, etc. and providing life cycle support	Please specify names of ONLY THOSE projects (at least 5) which satisfy all the criteria as mentioned.	
Past e-governance projects	The Bidder (System Integrator) must have a proven track record of implementing at least two (2) e-Governance projects summing up to a value of Rs 5 Crore or above	Please specify names of ONLY THOSE projects (at least 2) which satisfy all the mentioned criteria.	
Past Software services experience	The bidder must have prior experience of working on at least 1 Software Services Project for Government of India, any of the State/UT governments or Public Sector Units. The project must be worth at least Rs. 50 Lakhs	Please specify names of ONLY THOSE projects (at least 1) which satisfy all the mentioned criteria.	

2. We further declare that these citations are fully compliant to all criteria and sub-criteria provided in RFP and if found non-compliant at any stage of the project, we would be solely responsible and Sikkim Police can take appropriate action under the prevailing laws of Country.

Yours faithfully,

Authorized Signatory
Designation

11.22 Undertaking on Citations to be fully compliant to criteria provided in RFP

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

Sub: Undertaking on Citations to be fully compliant to RFP requirement
Sir,

1. I/We as System Integrator do hereby undertake that we have provided the following valid citations fully compliant to the required criteria towards Pre-qualification and Past Experience provided in RFP.

Category	Criteria	Project name/ Description meeting criteria and sub-criteria	Supporting documents
Past experience			
System Integration	Max 5 Citations showcasing experience as system integrator for turnkey projects in India in the last 5 years involving at least 40+ locations and 600+ users and the following: <ul style="list-style-type: none"> • IT infrastructure procurement, deployment, and commissioning • Software development and implementation • Network deployment and commissioning (LAN/WAN) • Site Preparation • Technical Support including Operations and maintenance 	Please specify name of only those projects (Max 5) which satisfies all the criteria as mentioned	
Application development/ deployment in Police domain	Max 2 Citations showcasing experience of successful deployments of software application in Police domain in the last 5 years	Please specify name of only those projects (Max 2) which satisfies all the criteria as mentioned	
Data Centre & Management Services	Max 3 Citations showcasing experience in Provisioning of Data Centre services (establishment / lease) with Minimum value 3 Crores from Data Centre component involving at least Site Preparation, Creation of physical environment, Procurement, deployment and commissioning of IT infrastructure, establishing data security, technical support etc. in last 5 years	Please specify name of only those projects (Max 3) which satisfies all the criteria as mentioned	
Training & Change Management in	Max 5 Citations showcasing experience in the following areas in last 5 years <ul style="list-style-type: none"> - development of training material and 	Please specify name of only those projects (Max 5)	

Government sector	delivery of training for use of IT applications (application developed/ customized) /basic computer skills/ IT systems - participants including all levels of management	which satisfies all the criteria as mentioned	
Others			

2. We further declare that these citations are fully compliant to all criteria and sub-criteria provided in RFP and if found non-compliant at any stage of the project, we would be solely responsible and Sikkim Police can take appropriate action under the prevailing laws of Country.

Yours faithfully,

Authorized Signatory

Designation

11.23 Undertaking on complete Product Compliance

(Company letterhead)
[Date]

To
CCTNS Nodal Officer
Police Headquarters
Gangtok (Sikkim)

Sub: _____ Undertaking on Complete Product compliance
Sir,

1. I/We as System Integrator do hereby undertake that we have provided all Products either meeting or exceeding the RFP requirements

Pre-Qualification			
Product	Compliance (Yes/No)	OEM authorisation	Product specification details (page No.)

2. We further declare that if any product is found non-compliant at any stage of the project, we would be solely responsible and Sikkim Police can take appropriate action under the prevailing laws of Country.

3.

Yours faithfully,

Authorized Signatory
Designation